

WORKING AGREEMENT¹
BETWEEN
THE MILFORD BOARD OF EDUCATION
AND
THE MILFORD EDUCATION ASSOCIATION
SEPTEMBER 1, 2014 - AUGUST 31, 2017

¹ Pursuant to an interest arbitration award dated November 21, 2013
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PART I - PROCEDURAL

AGREEMENT

THIS AGREEMENT MADE AND ENTERED INTO on this _____ day of _____, 2013 by and between the Milford Board of Education (hereinafter referred to as the "Board") and the Milford Education Association (hereinafter referred to as the "Association), affiliated with the Connecticut Education Association and the National Education Association, it being expressly understood that only the Board and the Association are parties to this Agreement.

The provisions of this Agreement shall be effective as of September 1, 2014, and shall continue and remain in full force and effect to and including August 31, 2017, or for the period of any extension thereof pursuant to Article 71(Holdover).

WITNESSETH

WHEREAS, the Board and the Association recognize and declare that providing quality education for the children of Milford, Connecticut is their primary mutual aim and responsibility and the character of such education depends predominantly upon the quality and morale of the professional staff, as well as the continuing ability of the Board and the Superintendent and his designees to plan and direct the operation of the school system in accordance with the full exercise of their statutory responsibilities; and

WHEREAS, the members of the teaching profession are particularly qualified to assist in formulating policies and programs designed to improve educational standards; and

WHEREAS, the Board has a statutory obligation pursuant to Section 10-153a-j inclusive of the Connecticut General Statutes as amended from time to time to negotiate with the Association as the exclusive representative of its teaching and special service personnel with respect to salaries and other conditions of employment; and

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement:

IT IS HEREBY AGREED AS FOLLOWS:

PREAMBLE

This Agreement is negotiated under Section 10-153a-j inclusive of the Connecticut General Statutes as amended from time to time, in order to fix for its term the salaries and other conditions of employment provided herein.

The parties hereto recognize the benefits available to each hereunder and the procedures and avenues of communications established herein as a result of these

good faith negotiations between them; it being the aim of the parties hereto to establish methods by which the public educational system of the City of Milford may continue to improve so as to meet the needs of the total community. In furtherance of this aim, the parties hereto accept the provisions of this Agreement as their collective and individual commitment actively, cooperatively and in good faith to honor, support and seek to fulfill the obligations, commitments and representations made herein, to the best of their respective abilities for the duration of this Agreement.

DEFINITIONS

- A. In the construction of the following individual articles of Agreement, words and phrases shall be construed according to the commonly approved usage of the language; and technical words and phrases and such as have acquired a peculiar and appropriate meaning in education, shall be construed and understood accordingly.
- B. Whenever used in this contract, the use of a gender shall include all genders.
- C. As used in the Agreement, the following terms shall have the respective meaning as set forth below:
 - 1. "Board" - the Board of Education of the City of Milford.
 - 2. "Association" - The Milford Education Association.
 - 3. "Superintendent" - The Superintendent of Schools for Milford or his designee.
 - 4. "Teacher" - all Bargaining Unit personnel as defined in the Recognition Clause.
 - 5. "Professional Personnel" - any state certified teacher employed by the Milford Public Schools in a position requiring such certification.
 - 6. "Association Representative" - the duly designated representative of the Milford Education Association for each school building.
 - 7. "PR&R Committee" - the Professional Rights and Responsibilities Committee of the Milford Education Association.
 - 8. "Teachers Initial Contract" - the contract issued to each teacher upon employment for a probationary period in the Milford School System in accordance with the provisions of the Connecticut Tenure Act, Section 10-151, as amended.

9. "Teachers Long Term Contract" - the contract issued to each teacher in accordance with the provisions of the Connecticut Tenure Act, Section 10-151, as amended.
10. "Teachers Annual Salary Agreement" - the yearly agreement issued to each teacher denoting his step on the negotiated salary schedule and the method of payment thereof.
11. "Seniority" or "Length of Service in the Milford System" – seniority or length of service in the Milford system shall be defined as the length of continuous service within the bargaining unit as of the effective date of employment. If the effective date of employment is equal, then the date on which he signed the original teaching contract shall be used to determine the order of seniority or length of service in Milford. Teachers on leave of absence, other than paid or unpaid sick leave, and other leave authorized under the FMLA, sabbatical leave and teachers who have been called up for active service with the U.S. Military shall not accrue seniority or length of service in Milford while on such leave time; however, authorized leaves of absences shall not interrupt accumulation of continuous service.

RECOGNITION

The Board hereby recognizes the Association for the purpose of professional negotiations as the exclusive representative, as defined in Section 10-153a-j of the Connecticut General Statutes as amended from time to time, for the entire group of certified professional employees of the Board who are employed in positions requiring a teaching or special services certificate or a Durational Shortage Area Permit, including summer school teachers, below the rank of superintendent, and excluding assistant superintendents, those certified professional employees who act for the Board of Education in negotiations with certified professional personnel, or are directly responsible to the Board for personnel relations or budget preparation, temporary substitutes, and all non-certified employees of the Board.

The provisions of this collective bargaining agreement shall apply to teachers holding a Durational Area Shortage Permit, except in the following:

1. Article 3, Section G – Just Cause
2. Article 45 – Sick Leave Bank
3. Article 48 – Sabbatical
4. Article 51 – Extended Leaves of Absence
5. Article 54 – Exchange Teacher Leave
6. Article 68 – Separation and Recall

ARTICLE 1

PROFESSIONAL NEGOTIATION

- A. Not later than August 1st, of the calendar year prior to the year in which this Agreement expires, both parties agree to commence negotiations for a successor agreement in accordance with the procedure set forth herein, in good faith and in an effort to secure a successor agreement on salaries and other conditions of employment pursuant to Section 10-153a-j inclusive of the Connecticut General Statutes as amended from time to time. The Agreement so negotiated shall bind and inure to the benefit of the Board and all members of the unit and shall be reduced to writing and signed by the Board and the Association.

- B. During negotiations, the Board and the Association shall exchange relevant data, points of view, proposals and counter proposals. The Board shall provide the Association with a complete proposed budget for the following school year within a reasonable time after the same is available. The Board shall make available upon request to the Association for inspection all pertinent records of the Board relative to negotiable items and discussion. The Board reserves the right not to divulge personnel files, confidential information, minutes of executive sessions, or information detrimental to the best interest of personnel.

- C. Either party may, if it so desires, utilize the services of outside consultants and may call upon professional and/or lay representatives to assist in the negotiations.

- D. If the negotiations described in this section have reached an impasse, the process described in Section 10-153a-j of the Connecticut General Statutes as amended from time to time shall be followed. The cost of the services for the arbitrator selected by either party shall be borne by the party selecting him. The costs for the services of a third 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.

ARTICLE 2

CONSULTATION PROCEDURE

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

- B. 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.
- C. The Board agrees not to negotiate at any time with any teacher organizations other than that designated as the representative pursuant to Section 10-153a-j inclusive of the Connecticut General Statutes as amended from time to time in regard to changes in salaries or other conditions of employment.

ARTICLE 3

GRIEVANCE PROCEDURE

A. Definitions

- 1. A "grievance" is hereby defined to mean a complaint by a teacher, a group of teachers, or the Association based upon an alleged violation of, or variation from, the provisions of this Agreement or the interpretation, meaning or application thereof, or based upon an alleged violation of a written administrative regulation or policy of the Board of Education.
- 2. An "aggrieved person" is a person, group of persons, or the Association making such a complaint. A "party in interest" is a person, group of persons, the Association, or the Board who might be required to take action or against whom action might be taken in order to resolve the complaint.
- 3. "Days" shall mean school days and not calendar days.

B. Purpose

- 1. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may from time to time arise with respect to salaries and other conditions of employment expressly provided for in this agreement or in the written administrative policies, or regulations referred to above. Both parties agree that these proceedings shall be kept as informal and confidential as may be appropriate to any level of the procedure. The parties are encouraged to resolve any disputes which may arise on an informal basis before resorting to the steps set forth in Section C below.
- 2. Nothing contained herein shall be construed to prevent the discussion by any person(s) with his (their) immediate supervisor and/or Principal and/or Superintendent of a complaint, problem, or issue.

C. Procedure

1. Since it is important that grievances or disputes be processed as rapidly as possible, the number of days indicated at each level should be considered as maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.
2. In the event a grievance is filed on or after June 1, which, if left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest, the time limits set forth herein shall be reduced so that all grievance procedures may be exhausted prior to the end of the school term or as soon thereafter as is practicable.
3. If a teacher does not file a written grievance with the PR&R Chairman, or forward a written grievance to his immediate supervisor within twenty (20) days after the teacher knew or should have known of the act or condition on which the grievance is based, then the grievance shall be waived.

a. Level One - Principal or Immediate Supervisor

A grievance or dispute shall first be discussed at the level of the supervisor and/or Principal with the objective of resolving the matter informally. If the teacher or Principal so desires, a representative of the Association will be present and may join the discussion. The Principal shall within five (5) days after the receipt of the written grievance render his decision in writing to the aggrieved teacher with a copy to a representative of the Association.

b. Level Two - Superintendent of Schools

- (i) In the event that such aggrieved teacher is not satisfied with the disposition of his grievance at Level One, or in the event that no decision has been rendered within five (5) days after the presentation of the grievance, he may file a written grievance with the PR&R Chairman within five (5) days after the decision at Level One or ten (10) days after the grievance was presented, whichever is sooner. Within five (5) days after receiving the written grievance, the PR&R Chairman shall refer it to the Superintendent of Schools.
- (ii) The Superintendent or his designee shall represent the administration at this level of the grievance procedure. Within five (5) days after the receipt of the written grievance by the Superintendent or his designee, the Superintendent or his designee shall meet with the aggrieved person and representative(s) of the Association. The Superintendent

or his designee shall render his decision in writing within five (5) days of such meeting.

c. Level Three - Board of Education

In the event that the aggrieved teacher is not satisfied with the disposition of his grievance at Level Two, or in the event no decision has been rendered within five (5) days after he has met with the Superintendent or his designee, he may file a written grievance with the PR&R Chairman within five (5) days after the decision of the Superintendent or his designee, or ten (10) days after he has first met with the Superintendent or his designee, whichever is sooner. Within five (5) days after receiving the written grievance, the PR&R Chairman shall refer it to the Board. Within ten (10) days after receiving the written grievance, a committee of the Board or the Board itself, shall meet with the aggrieved teacher and representative(s) of the Association. The ultimate decision at Level Three shall be rendered by the Board or its subcommittee in writing, within fifteen (15) days of such meeting.

d. Level Four - Impartial Arbitration

- (i) In the event that the aggrieved teacher or the Association is not satisfied with the disposition of his grievance at Level Three, or in the event no decision has been rendered within fifteen (15) days after he first met with the Board committee, he/it may, within five (5) days after a decision by the Board or twenty (20) days after he has first met with the Board committee, whichever is sooner, present a request in writing to the PR&R Chairman to submit his grievance to arbitration.
- (ii) The Association shall have ten (10) days to submit a demand for arbitration with the American Arbitration Association (AAA) and will send a copy of the demand to the Superintendent of Schools. Only the Association may submit a grievance to impartial arbitration. Within the ten (10) days following the submission to AAA, the Association and the Board may agree upon the Arbitrator to hear and decide the dispute, and shall so notify the AAA. Otherwise the parties agree to abide by the voluntary arbitration rules of AAA in the selection of an arbitrator and the procedures to be followed in arbitration.
- (iii) The arbitrator so selected shall confer with the representatives of the Board, the aggrieved teacher and the appropriate representative of the Association, and hold hearings promptly, and unless extended by mutual agreement, shall issue his decision not later than twenty (20) 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.

(iv) The arbitrator's decision shall be in writing and shall set forth his 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.

(v) 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.

D. Rights of Teachers to Representation

1. No reprisals of any kind shall be taken by the Board or by any member of the administration or by the Association or teacher against anyone by reason of participation in the grievance procedure.
2. The aggrieved teacher may be represented at Levels One, Two or Three of the formal Grievance Procedure by a person of his own choosing, except that he may not be represented by a representative of, or by an officer of any teacher organization other than the Association. If the aggrieved is not represented by the Association at Levels One, Two or Three, he shall have the right to be present and to state his views at all stages of the Grievance Procedure. The aggrieved may only be represented at Level Four (Impartial Arbitration) by the Association.

E. Miscellaneous

1. If, in the judgment of the PR&R Committee, a grievance affects a group or class of teachers, the PR&R Committee may at the request of such group or class of teachers or, at the insistence of the aggrieved person(s), submit such grievance in writing to the Superintendent or his designee directly and the processing of such grievance shall be commenced at Level Two.
2. Decisions rendered at Levels One, Two, and Three of the grievance procedure shall be in writing setting forth the decisions and the reasons therefore, and shall be promptly transmitted to parties concerned and to the appropriate representative of the Association.
3. All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

4. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents shall be provided by the Superintendent and given appropriate distribution so as to facilitate operation of the grievance procedure.
5. Failure at any step of this procedure to meet with the aggrieved, or to communicate the decision on a grievance within the specified time limits, shall permit the aggrieved employee to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step, and a waiver of all further proceedings.
6. Any decision, course of conduct or other action which becomes the subject of a grievance shall not be stayed pending the processing of the grievance, except with the written consent of the Superintendent or the Board, which consent shall not be unreasonably withheld. A decision at any level of the procedure in favor of the aggrieved person, however, may provide appropriate restitution or other remedy for the period during which the grievance was suffered.
7. No aggrieved person may file for arbitration as an individual. Only the Board or the Association may file an appeal for arbitration hereunder.
8. It is understood that employees shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof shall have been fully determined.
9. The Board reserves to itself the right to review any decision made at any lower level provided notice of such action is given to the aggrieved person and all parties in interest within thirty (30) days, and the aggrieved person and all parties in interest are given an opportunity to be heard by the Board.
10. The sole remedy available to any teacher for any alleged breach of this agreement or any alleged violation of his rights hereunder shall be pursuant to the foregoing grievance and arbitration procedure, provided, however, that nothing contained herein shall deprive any teacher of any legal right which he presently has.

F. Grievance Processing Steps

1. INFORMAL

- a. Aggrieved discusses with immediate supervisor and/or principal.
- b. Association's representative assists informally if desired.

2. LEVEL ONE

- a. Aggrieved presents written statements of grievance to immediate supervisor and/or principal. Twenty (20) days.
- b. Immediate supervisor and/or principal gives written decision to aggrieved. Five (5) days.

3. LEVEL TWO

- a. Aggrieved files with PR&R Chairman requests for appeal to Superintendent. Five (5) days.
- b. PR&R Chairman refers grievance to Superintendent (after PR&R meeting with aggrieved, if desired). Five (5) days.
- c. Superintendent meets with aggrieved and PR&R representative. Five (5) days.
- d. Superintendent gives written decision to aggrieved. Five (5) days.

4. LEVEL THREE

- a. Aggrieved files with PR&R Chairman request for appeal to Board. Five (5) days.
- b. PR&R Chairman refers grievance to Board Chairman (after PR&R meeting with aggrieved, if desired). Five (5) days.
- c. Board meets with aggrieved and PR&R representative. Ten (10) days.
- d. Board gives written decision to aggrieved. Fifteen (15) days.

5. LEVEL FOUR

- a. Aggrieved files with PR&R Chairman a request that grievance be submitted to arbitration. Five (5) days.

- b. PR&R Committee determines if grievance is meritorious and arbitration is in best interests of school system, and if so, PR&R Chairman and Association President submit grievance to arbitration by notice to Board Chairman. Ten (10) days.
 - c. Association President and Board Chairman sign agreement designating arbitrator. Five (5) days.
 - d. Arbitrator holds hearing and receives statements. No limit.
 - e. Arbitrator renders to all parties in interest his written decision setting forth findings of fact, reasoning and conclusions. Twenty (20) days.
- G. No teacher shall be disciplined except for just cause.

PART II - TEACHERS' BENEFITS

ARTICLE 4

SALARY CONTRACTS

- A. The Board hereby adopts the teachers' initial contract, long term contract and annual salary agreement forms attached hereto as Appendices "A", "B" and "C".
- B. Individual non-tenure yearly supplementary salary statements shall be issued for special, extra assignments such as coaching, yearbook, etc.
- C. Each newly hired teacher shall be provided with a copy of this Agreement upon initial hiring.

ARTICLE 5

SALARY SCHEDULE

- A. Effective September 1, 2014 to August 31, 2017 the wages for teachers shall be as set forth in Appendix D.
- B. Any advancement on the salary schedule, or any upward adjustment is not to be considered obligatory or mandatory on the Board, and may be withheld by the Board if such a measure appears, through observation and evaluation, to be in the best interest of the Milford School System.

ARTICLE 6

EXTRACURRICULAR SALARIES

- A. It is recognized that some activities which require an extensive amount of time beyond the normal school day shall be subject to additional compensation beyond the regular salary schedule. The supervisory work for said extracurricular activities will be remunerated according to the rate set forth in Appendix E. Extracurricular activities for which teachers are not receiving additional compensation shall be considered to be voluntary.
- B. All openings for positions covered by the extracurricular pay schedule shall be posted (with the job description or statement of qualifications) in each school, as far in advance of the appointment as possible and ordinarily at least thirty (30) days in advance.
- C. All teachers shall be given adequate opportunity to make application for such positions. If, in the determination of the Superintendent, the qualifications of applicants are substantially equivalent, preference shall be given to the qualified teacher(s) currently assigned to the building in which the extracurricular activity will take place. This paragraph C of Article 6 shall not apply to the filling of coaching positions, which shall be filled in accordance with Article 59, Promotions.

ARTICLE 7

OTHER SALARY APPROPRIATIONS

See Appendix "F".

ARTICLE 8

ISSUANCE OF SALARY NOTICES

- A. Provided that the master contract has not been rejected by the Board of Aldermen, salary notices shall be issued not sooner than thirty (30) days but no later than sixty (60) days after the submission of the contract.
- B. In the event that the contract is settled by binding arbitration, salary notices will be issued on the first (1st) pay date in June.

ARTICLE 9

DEGREE DEFINITIONS

The salary schedule listed in the Appendices of this Agreement shall be interpreted and applied in accordance with the following definitions:

Bachelor's: A Baccalaureate Degree awarded by an accredited college or university;

Master's: A Master's Degree or the completion of thirty (30) credits beyond the Baccalaureate Degree in a planned program approved in writing by an accredited college or university;

Sixth Year: The completion of sixty (60) credits beyond the Baccalaureate Degree or thirty (30) credits beyond the qualifications for the Master's salary level in a planned program approved in writing by an accredited college or university;

Doctorate: The awarding of a Conferred Doctorate Degree.

Effective for new hirees as of June 14, 1994, the Master's and Sixth Year shall read as follows:

Masters: A Master's Degree in a planned program approved in writing by an accredited college or university;

Sixth Year: A Sixth Year Degree Certificate of Advanced Studies (CAS) or thirty (30) credits beyond the Master's Degree in a planned program approved in writing by an accredited college or university.

In addition, teachers on the master's schedule shall be placed on a schedule between the master's and sixth year schedules on the completion of fifteen (15) credits earned subsequent to the qualifications for the Master's salary level in a planned program at an accredited college or university.

Any anticipated degree change that is to occur in a one-year period must be submitted in writing to the Superintendent by October 15 of the school year preceding the school year in which the degree change takes effect. The Superintendent must receive notification, in writing, from the college or university to the effect that the teacher has completed the prescribed requirements in a planned, approved program beyond his present degree status. Increases will be granted (retroactive to September 1 or February 1, whichever is applicable) not later than the second paycheck following the recording of proof of completion with the Superintendent of Schools, providing however, that such proof of completion is recorded not later than November 1 or April 1, whichever is applicable.

The term "college or university" as used in this contract shall mean an institution of higher learning accredited by the New England Association of Schools and Colleges or other equivalent regional accrediting authority. Courses taken by an individual over the internet or through other electronic distance learning programs must be accredited by the New England Association of Schools and Colleges or other equivalent regional accrediting authority or have received prior approval of the Superintendent of Schools.

ARTICLE 10

PLACEMENT ON THE SALARY SCHEDULE

All teachers shall be placed on the appropriate step in the salary schedule in accordance with the following criteria:

- A. Degree status as defined in Article 9.
- B. Full credit for up to but not to exceed six years of previous teaching in public, private or military dependency schools may be granted at the discretion of the Superintendent provided that such experience shall have been continuous full-time service for a least one-half of any school year. Intermittent or short-term substitute service shall not be credited as previous teaching experience. Additional credit beyond six years may be granted, at the discretion of the Superintendent, if special circumstances warrant.
- C. For those in the Milford system prior to September 1, 1969, two years credit shall be given for military service. For those employed for the school year commencing September 1, 1969 and thereafter, credit shall be given for up to three (3) years military service.
- D. Teachers obtaining National Board for Professional Teaching Standards Certification in education shall be paid an annual stipend of \$2,397.75 for the 2014-2015 school year, \$2,427.73 for the 2015-2016 school year and \$2,452.00 for the 2016-2017 school year. However, those employees receiving a higher amount as of August 31, 2005, shall continue to receive that amount.
- E. There shall be established the new position in the elementary schools known as Teacher Leader which shall be assigned in the principal's discretion to aspiring administrators. Teacher Leader shall assist the principal with administrative tasks outside the teacher's regular workday. The Leader shall not be required to evaluate Teachers.

ARTICLE 11

INSURANCE BENEFITS

The Board shall provide for teachers:

Health insurance coverage under the Anthem Blue Cross/Blue Shield Century Preferred PlanA summary of the benefits provided is attached to and made a part of this agreement at Appendix K. Standard, i.e., not public sector, Anthem, prescription benefits with copayments of \$5 generic, \$25 brand-formulary, \$40 brand-non formulary; unlimited annual benefit; mail order, 1.5 times retail co-pay for 90-day supply for 2014-15, 2.0 times thereafter. Office visit co-pay of \$25 for primary care physicians and \$35 for specialists with an unlimited office visit maximum. Outpatient mental health and substance abuse co-pay of \$35. Emergency room co-pay of \$150. Urgent care co-pay of \$50. An in-patient hospital admission co-pay of \$300 that is waived if the patient is readmitted within 90 days of the last discharge; Out-patient co-pay of \$100. Diagnostic Lab (hospital affiliated) co-pay of \$25. High Cost Diagnostic co-pay of \$75 (\$375 total per year). Out of network deductible of \$500/\$1,000/\$1,000 with an 80%/20% co-insurance and a cost share maximum of \$1,000/\$1,750/\$1,750 inclusive of the deductibles. Blue Cross Full Service Dental Plan, together with Riders A, B, C and D. Effective July 1, 2014, the Board shall pay eighty-three and one half percent (83.5%) and the teacher shall pay sixteen and one half percent (16.5%) of the cost of said insurances; effective July 1, 2015, employees shall contribute seventeen percent (17%) and effective July 1, 2016, employees shall contribute eighteen percent (18%) of the cost of insurance. For purposes of eligibility for insurance benefits, full-time shall be defined as a .5 or greater position. Employees working less than .5 shall be entitled, if they choose, to pro-rated benefits, i.e., the employer shall pay an amount equal to the product of the percentage of 1.0 which the employee works multiplied by the cost which the Board pays for insurance for full-time employees. Part-time employees hired prior to September 1, 2000, who on said date were receiving full benefits, shall continue to be eligible for full benefits. Teachers who voluntarily opt for less than a 1.0 position, shall receive pro-rated benefits; provided, however, teachers required to work less than a 1.0 position due to a medical condition shall not be considered voluntary.

- B. Full Group Life Insurance Coverage equal to two times current salary.
- C. An IRS §125(a) Plan shall be established to provide that premium cost sharing for the teacher be treated on a pre-tax basis. Additionally, so long as at least 50 employees opt to participate, the Board shall establish and maintain a §125(b) plan which will allow teachers to contribute to a medical care account and/or dependent care account which contributions shall be treated on a pre-tax basis.
- D. The Board of Education shall also offer the Blue Care POE Plan summarized in Appendix K. Effective September 1, 2013, the Office Visit co-payment shall be

\$15. Employees may elect this plan which the Board of Education will pay for in an amount not to exceed its cost for the Century Preferred Plan. In addition to the POE, 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 of this Agreement, the Board shall deposit its entire portion of the HSA deductibles on July 1, 2014. 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 plan deductible is met. 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 as follows until an additional out-of-pocket maximum of \$1,000 individual/\$2,000 family is met: \$5 generic, \$25 brand-formulary, \$40 brand-non formulary; unlimited annual benefit; mail order, 1.5 times retail co-pay for 90-day supply for 2014-15, 2.0 times thereafter. For the HDHP plan, effective July 1, 2014, the teacher shall pay eleven and one half percent (11.5%) of the cost of said insurances; effective July 1, 2015, employees shall contribute twelve percent (12%) and effective July 1, 2016, employees shall contribute thirteen percent (13%) of the cost of insurance.

- E. The Board shall continue to pay medical insurance and life insurance for any retired teacher and family, if applicable, provided such teacher:
1. Requests a continuation of benefits by the Board, in writing, no less than sixty (60) days prior to the effective date of retirement;
 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.
 4. The Board shall pay the following medical insurance and life insurance for any teacher retiring under the Teacher Retirement System directly from the Milford Public Schools beginning at age 65.
 - a. Century Preferred Plan (for those teachers who do not qualify for Medicare Part A).
 - b. Medicare Part B and Connecticut State Teacher Medicare Supplement Plan presently administered by Stirling Benefits.

- (i) A retired teacher is required to apply for Medicare Part (B) benefits with the Social Security Administration within the three months prior to their sixty-fifth birthday.
 - (ii) If a teacher does not fulfill this responsibility, any additional premiums incurred will be the responsibility of the teacher.
 - c. A retired teacher who is eligible for Medicare Part (A), either through his own eligibility or through his spouse's eligibility, will be required to apply for said coverage.
 - d. Teachers hired prior to August 31, 2001, who retire during the life of this Agreement, shall receive life insurance benefits at the rate of one quarter (1/4) of the level they received during the year prior to their retirement.
- F. The Milford Board of Education may provide insurance programs as described in this Article for bargaining unit members through alternate carriers or through self-insurance. In no case shall the programs (meaning coverages, benefits and administration, i.e., timeliness of payments and claims processing) provided through alternate insurance carriers, through self-insurance or through a combination of such alternatives be less than the programs available to teachers under the group health insurance policies described above. Should the Board of Education desire to change insurance carriers, prior to any such change the Association shall be notified and given an opportunity to review the proposed changes. Should the Association and the Board disagree that the alternative programs proposed will not provide equal coverage, benefits and administration to those provided by the programs described elsewhere in this agreement, arbitration as set forth under Article III of this Agreement may be implemented at the request of the Association. Such arbitration shall take place before an impartial arbitrator with expertise in insurance.

ARTICLE 12

LONGEVITY

Employees hired before July 1, 2014, shall be eligible for the following:

- A. After 15 years of employment as a teacher, five of which must be cumulative service in the Milford School system, a teacher shall receive an additional increment of \$250.00.
- B. After 20 years of employment as a teacher, five of which must be cumulative service in the Milford School system, a teacher shall receive an additional increment of \$500.00.

- C. After 25 years of employment as a teacher, five of which must be cumulative service in the Milford School system, a teacher shall receive an additional increment of \$750.00.

Employees hired on or after July 1, 2014 shall not be eligible for longevity.

ARTICLE 13

SEVERANCE ALLOWANCE

Upon the retirement of a teacher, directly from the Milford Public Schools, wherein the teacher receives a retirement allowance from the State Teacher's Retirement Board or when a teacher retires under any Early Retirement Incentive Plan, or upon the teacher's death, such teacher or his survivors and/or estate, whichever is applicable, shall be paid one half his accumulated sick leave then remaining over and above his regular compensation. Teachers hired on or after September 1, 2001 shall be paid one-quarter of his accumulated sick leave.

Any teacher whose services have been terminated because of the elimination of a position or a reduction in the professional staff (add if appropriate: "Pursuant to Article 68 Separation and Recall Procedure") shall receive one-half (one-quarter, if hired on or after September 1, 2001) of his accumulated sick leave then remaining over and above his regular compensation. If such teacher is recalled (add if appropriate: "Pursuant to Article 68 Separation and Recall Procedures") he shall have the right by repayment to recapture the whole of said accumulated sick leave.

For the purposes of his article only, the unused sick leave shall be computed at the rate of 1/180th of the teacher's current annual salary.

Teachers who provide irrevocable written notice of intent to retire by December 15th of any year shall receive an incentive payment of \$500 in addition to his/her severance allowance.

ARTICLE 14

TUITION REIMBURSEMENT

- A. Tenured teachers shall be reimbursed by the Board upon the completion of the course requirements for their tuition costs, exclusive of all other fees; up to a maximum of \$600 effective July 1, 2014, for any school year for any one teacher under the following conditions:
 - 1. The courses must be either recommended by the administration or taken with the advance approval of the Superintendent.

2. The courses must lead to the improvement of the proficiency of the teacher.
 3. It is expressly understood that this section shall not apply to courses which are included in determining a teacher's level of professional preparation for salary purposes, nor to any course leading to any change in salary status.
- B. Notwithstanding the foregoing, the Board will reimburse teachers 50% of the cost of obtaining a Master's degree in the area in which they teach or other areas designated by the Superintendent as "high need" for the district at least 90 days in advance, subject to the advance approval of the Superintendent, which approval will not be unreasonably withheld. To be eligible: (i) the teacher must achieve a "B" average or better; (ii) must remain employed by the Board at least three years after receiving the Master's degree; and (iii) must sign an agreement to pay back to the Board all monies paid under this provision should the employee resign prior to expiration of the three-year period, provided that the repayment obligation shall be pro-rated if the employee leaves during the three-year period. The Superintendent shall provide to the Association President a list of all teachers participating.

ARTICLE 15

SCHEDULE OF PAYMENTS

- A. Paychecks will be paid on a bi-weekly basis for 12 months, provided, however, the payments by the Board of Education shall not exceed 26 paychecks for 26 pay periods, nor shall the total amount of compensation exceed the teachers' compensation as set forth in the Teachers Annual Salary Agreement, annexed hereto as Appendix C.
- B. A teacher may have his summer pay in one lump sum, payable on the first payday after July 1st. Teachers must notify the Superintendent's office no later than June 1st, in writing, and receipt of this notice shall be acknowledged in writing by the Superintendent's office.
- C. Teachers shall have the option of direct deposit of their paycheck or any part thereof to the bank of their choice, which designation may be changed each September 1.

ARTICLE 16

ANNUITY PLAN

Teachers shall be eligible to participate in a tax sheltered Annuity Plan.

ARTICLE 17

CREDIT UNION

The Board of Education agrees to deduct from teachers' salaries payments to the Housatonic Teachers' Federal Credit Union.

ARTICLE 18

PROTECTION OF TEACHERS

- A. Teachers shall report immediately in writing to their principal and to the central office all cases of assault suffered by them in connection with their employment.
- B. Such report shall be forwarded through the Superintendent to the Board, which shall comply with any reasonable request from the teacher for information in its possession not privileged under law, which relates to the incident or the persons involved.
- C. The Board agrees to provide legal counsel, to defend any teacher in any action arising out of an assault on a teacher or out of any disciplinary action taken against a student by a teacher, 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 teacher, at the time of the accident resulting in such injury, damage or destruction, was acting in the discharge of his duties within the scope of his employment or under the direction of the Board.
- D. If criminal, civil, or administrative proceedings are brought against a teacher, alleging that he committed an assault in connection with his employment, the Board shall furnish legal counsel, of the teacher's choice, to defend him in such proceedings.
- E. Whenever a teacher is absent from school as a result of personal injury caused by an assault arising out of and in the course of his employment, he shall be paid his full salary for the period of such absence without having such absence charged to his annual or accumulated sick leave. Any amount of salary payable pursuant to this section shall be reduced by the amount of any Workers' 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 teacher examined by a physician designated by the Board for the purpose of establishing the length of time during which the teacher is temporarily disabled from performing his duties.

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

ARTICLE 19

PERSONAL INJURY BENEFITS

- A. In order to qualify for benefits under this section, the teacher must notify his principal or his supervisor, in writing, of the personal injury within 48 hours of the occurrence, or as soon thereafter as possible in the event of a medical emergency or similar situation rendering the individual incapable of responding within 48 hours.
- B. Whenever a teacher is absent from school as a result of personal injury caused by an accident arising out of and in the course of his employment, he shall be paid his 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 without having such absence charged to his annual or accumulated sick leave.
- C. Whenever a teacher remains eligible to receive benefits under the Worker's Compensation laws after the provisions of Section B above have been exhausted, the teacher may elect, in addition to any Workers' Compensation award, to charge all or part of such absence to his sick leave credits in order to assure the teacher his full pay for the period of such absence, up to and including the current year's sick pay credit plus all accumulated sick days.
- D. If a teacher is required to be absent because of a local or state health department recommendation associated with a health condition related to contact in school, the absence will not be charged against the teacher's sick leave. The Board reserves the right to place the teacher in an alternative educational setting.

PART III - TEACHING CONDITIONS

ARTICLE 20

CLASS SIZE

Wherever feasible, under the circumstances taking into consideration the availability of staff and facilities, in both elementary, middle and secondary schools, the following recommendations concerning maximum class size are accepted:

- A. In Grades 2 – 8 thirty (30) pupils.
- B. In Grades 9 – 12 thirty (30) pupils.
- C. Kindergarten and Grade I classes twenty five (25) pupils.
- D. Classes on part-time schedules thirty five (35) pupils per teacher.
- E. In combination grades (i.e., more than one grade in a room), twenty five (25) pupils per teacher.
- F. Combination classes are to be scheduled for full session only.

ARTICLE 21

SCHOOL YEAR

- A. The school year calendars approved by the Board of Education shall be as set forth in Appendix "G", which shall be attached hereto and made a part hereof.
- B. The scheduled work year of teachers covered by the teachers salary schedule (other than new personnel who may be required to attend pre-school orientation sessions) shall not exceed 185 days. Four of those days shall be non-instructional professional development days. One of those days shall be the first day in September prior to the opening of school for students; the other three days shall be scheduled at the Board's discretion provided they are not scheduled immediately prior to or immediately after a holiday.
- C. If the Board of Education deems it necessary to add days to the school calendar year in order to meet state requirements, a minimum of four weeks notice shall be given up to May 15th.
- D. If the school year is increased beyond 185 days the rate of pay for such additional days shall be negotiated between the Board of Education and the Milford Education Association. If impasse is reached, a resolution of the issue shall be determined by arbitration under the rules and procedures established by the American Arbitration Association. In reaching his decision, the arbitrator shall utilize the criteria provided in Connecticut General Statute §10-153f(c)(4). Said decision of the arbitrator shall be binding.
- E. Teachers shall be required to attend up to three (3) night meetings or programs per year such as open house, freshman orientation and scheduling night.

ARTICLE 22

SCHOOL DAY

The starting and dismissal times of all schools shall be as set forth in the administrative regulations as established by the Superintendent and published for any succeeding year by no later than August 1 of each school year.

The starting and dismissal times of all schools during the term of this Agreement, as established by the Superintendent, are set forth in Appendix "H". The teacher workday shall be seven (7) hours and twenty-five (25) minutes. If the school day is lengthened beyond the length of the student day in effect in 2011-12 the parties shall enter into bargaining regarding the impact thereof.

- A. Elementary and Middle school teachers will report to their buildings at least twenty (20) minutes prior to the time the start of each student school day; they shall also remain available in their buildings at least twenty (20) minutes at the close of the school day. Elementary and middle school students may not enter their home rooms more than ten (10) minutes prior to the start of each student school day. Teachers are expected to perform supervisory duties related to getting students settled for the start of school, but are not expected to and shall not be required to perform teaching, tutoring or academic assistance duties of any kind during this ten (10) minute period. Elementary and middle school teachers shall be ready to begin opening exercises and instruction at the start of the student day.
- B. High school teachers will report to work at least ten (10) minutes before the start of the school day and shall designate fifty (50) minutes per week after school as "office hours," to help students. High school teachers shall determine the times and days for their office hours and shall notify their Principal, their students and parents of their office hours schedule before the beginning of each semester. This shall be in addition to the twenty (20) minutes beyond the school day teachers are required to remain available in the building.
- C. The classroom teacher and other teachers on the classroom teacher's salary schedule shall remain after school for bona-fide professional reasons, including but not limited to, a parent or student conference, bus duty, a faculty or staff meeting and will be required to return in the evenings to attend an open house.
- D. The Superintendent of Schools shall have the sole and exclusive right to establish the school day. The Board will provide elementary classroom teachers with (5) preparation periods a week.

The following will be the guidelines for preparation periods:

Grades K-8 - preparation periods shall be at least 45 minutes.

Grades 6-8 the lunch periods will be for: wave 1 = 25 min.; wave 2 = 25 min.; and wave 3 = 25 min.

If these provisions are violated, Article III, Grievance Procedure may be invoked by the MEA in the form of a Class Action Grievance.

- E. The Superintendent may, in his/her sole discretion, convert the existing seven (7) period schedule at the high schools to an eight (8) period schedule by providing written notice to the Association in the school year immediately preceding when the schedule change is to occur. Conversion to an eight (8) period day at the high schools shall be subject to the following conditions: no high school teacher shall be assigned more than five (5) teaching periods per day, except as provided for in Article 25, Section F; a preparation period shall be equal in length to the length of the shorter period in the 6 day rotation, but not less than 45 minutes; a duty period shall be equal in length to the shorter teaching period in a 6 day rotation; and a duty free lunch period not less than the length of a student lunch period. Teachers shall not be assigned cafeteria or lunchroom duty or other duties in or next to the cafeteria or lunchroom. Teachers may be assigned a duty of the kind traditionally performed at the high schools (e.g., hall duty, study hall) during the balance of the period within which they take their duty free lunch. All duty assignments shall be equalized whenever feasible.

ARTICLE 23

EARLY CLOSING AND EARLY DISMISSAL

There will be early closing in the elementary schools, the middle schools and the high schools on the day prior to the Thanksgiving and Christmas holidays; provided, however where school is not in session on the day immediately preceding said holiday, there shall be no early closing. The last day of the school year shall also be an early closing day. "Early closing" is defined as dismissal for students and teachers after four (4) hours of instructional time, excluding passing time and lunch.

There will be early dismissal in the elementary schools and the middle schools on the two (2) school days immediately prior to the last day of school to allow teachers to complete their year-end personal, professional responsibilities. Current practices regarding early dismissal days at Jonathan Law and Foran High Schools shall continue. "Early dismissal" is defined as dismissal for students only after four (4) hours of instructional time, excluding passing time and lunch.

ARTICLE 24

PLANNING PERIOD

- A. Teachers in the elementary schools and middle schools may use the time when specialists are conducting their classes as planning periods within or outside their classroom. Specialists are to assume complete responsibility for all classes they teach. In the event that a regularly scheduled specialist, or a substitute, is unavailable, the teacher shall remain with, and instruct his class in a subject chosen by the teacher, and the teachers shall be paid \$30.00 a period. For purposes of this article, specialists shall include: teachers of Art, Music, Physical Education, Technology Education, Family and Consumer Life Sciences, Health Education, World Languages and Media. Pay for coverage shall not apply to a middle school teacher's planning period.
1. The Board will provide middle school teachers with five (5) planning periods a week, with not more than (1) double planning period scheduled during a week. In the event the teacher has a schedule that includes a double planning period he will have one day per week without a planning period. The Board will utilize every effort to enable middle school teachers to have one planning period a day.
 2. All middle school teachers' schedules shall include at least one duty period a day. During this duty period, the activities a teacher may be assigned to shall include but shall not be limited to: hall and corridor duty, Red Cross drive, special projects, Cancer drive, Honor Society, parent conferences, field day, assembly programs, student discipline within teacher's own team including in-school suspension or detention. The duty period activities will not include the assignment of a teacher to: (1) school wide detention or school wide in-school suspension; (2) supply room accounting; or (3) school wide tardy and absentee accounting.
- B. Elementary and Middle School teachers may only leave the building during their planning period after obtaining permission from the principal or his designee.

ARTICLE 25

UNASSIGNED, PLANNING AND CLASS PERIODS

- A. All high school teachers shall have, in addition to their lunch period, at least one planning period per day. High school teachers may leave the school building during planning periods upon receiving permission from the Principal or his designee.

Teachers who leave the building under this provision shall return not later than ten minutes before the start of the next period unless otherwise extended. The teacher shall notify the Principal or his designee of his or her return.

- B. No one will be assigned to instruct or cover another teacher's class during his unassigned period unless an unusual emergency exists.
- C. No high school teacher shall be assigned a program which involves more than three (3) preparations.
- D. A preparation shall be defined as:
 - 1. Subject matter;
 - 2. Ability grouping.
- E. A high school teacher may be assigned more than three preparations when:
 - 1. The teacher agrees in writing to teach more than three preparations;
 - 2. The teacher is hired as the sole teacher of the subject and is aware of the assignment;
 - 3. The teacher is in the Physical Education, Music, Art or the Technology Education Department;
 - 4. The teacher is being paid for a 6th class.
- F. A high school teacher shall not be assigned to more than five (5) teaching periods per day. Part-time teachers will be assigned a number of supervisory duties in accordance with the FTE.

Exceptions to (F) above are as follows:

- 1. A high school teacher may teach six (6) classes at his request, subject to approval by the Principal.
- 2. In an emergency situation, a high school teacher may accept an assignment of six (6) classes receiving an additional stipend for the sixth class. The stipend for such assignment will be 20% of the teacher's base salary.
- 3. No part of this article shall be construed in such a way as to interfere with team teaching or other innovative teaching arrangements, as long as the teacher's overall load is not excessive in accordance with the above paragraph.

- G. Teachers within the appropriate departments may be assigned to cover math labs, learning labs, writing labs or similar student labs, so that math teachers are assigned to only math labs, English teachers to writing labs, etc., and also that teachers are not assigned to a lab more often than once a week. These assignments are in lieu of a duty. Teachers volunteering to cover such labs may cover them more than once a week.
- H. Teachers of physical education in the elementary schools may be assigned to provide adaptive physical education instruction to special education students or other such duties, during the unassigned time between the teacher's lunch period and the teachers preceding or next regularly scheduled physical education instruction period. This instruction shall not infringe upon the physical education teacher's lunch period or preparation period.
- I. A full schedule for special area elementary teachers of media, physical education, and art shall be six (6) teaching periods on any day. A full schedule for special area elementary teachers of music shall be seven (7) periods on any day.
- J. The Superintendent may create an advisory period for grades 6 through 12. The advisory period shall not be counted as a preparation period for purposes of this section. Teachers will not be required to prepare lesson plans or curriculum for advisory periods and will not be evaluated for them.
- K. Prior to the placement of a special education or 504 designated student in his/her classroom, every teacher responsible for implementing the IEP shall during the school day: (1) be notified by the principal and/or building administrator/PPS administrator of his/her specific responsibilities relative to that student; (2) be provided with the opportunity to confer with the special education teacher, sending teacher, and principal; and (3) receive a copy of those portions of the IEP or 504 plan pertaining to his/her instructional responsibilities. Teachers are obligated to implement the IEP and/or 504 plans.

ARTICLE 26

REASONABLE EMERGENCIES

In any reasonable emergency a teacher may be permitted to come in tardy, or to leave before dismissal, without loss of pay, at the discretion of the principal.

ARTICLE 27

DUTY FREE LUNCH

All teachers shall have an uninterrupted lunch period daily of at least the same duration as that of their students.

No teacher shall be required to perform any duty, whether it be playground duty, lunchroom duty, or any other monitorial duty connected with the lunch period; notwithstanding the foregoing, teachers may volunteer for lunch duty in lieu of another duty period. Physical education teachers at the elementary level and other elementary special subject teachers (art, music, media) not teaching a full schedule on any given day may be required to perform lunch duty, so long as they are provided the aforementioned duty free lunch period.

ARTICLE 28

AFTER SCHOOL MEETINGS/WORKSHOPS

- A. All meetings and workshops except curriculum meetings will not exceed one and one-half hours.

The above meetings and workshops will be limited to one per month except meetings to review and revise the curriculum which shall not be subject to the provisions of this section. Teachers may be required to meet three times per month for up to one hour for common planning, student assistance teams, curriculum, professional development, PPT's, professional learning communities, data teams or similar student related activities.

- B. If a teacher attends a Summer Workshop, he will be paid either \$20.00 per hour, or receive C.E.U. credit, at the discretion of the Administration. The teacher will be notified before the workshop whether the teacher will receive payment or C.E.U. credit for attendance at the workshop.
- C. P.T.A./P.T.O. meetings should be recognized by members of the staff as a professional responsibility but such meetings shall not be mandatory.
- D. Teachers who present workshops to other faculty members shall be compensated at his/her hourly rate of pay for up to two (2) hours spent preparing and presenting such workshops.

ARTICLE 29

SPECIAL SCHOOL PROGRAMS

These provisions apply to such programs as Summer School, Adult Education, and Homebound.

- A. Positions in these programs shall be filled first by teachers regularly employed in the school system.
- B. In filling such positions, consideration shall be given to a teacher's area of competence, major and/or minor field of study, quality of teaching performance,

attendance record, length of service in the system, and prior experience in these programs, if any.

- C. All openings for these positions shall be listed as early as possible so interested teachers may apply.

ARTICLE 30

SECURING SUBSTITUTE TEACHERS

- A. The Board agrees to make every reasonable effort to provide qualified substitute teachers. No teacher shall be required to obtain his or her own substitute.
- B. The Board will pay a total of \$75.00 to an elementary teacher who is required to cover another teacher's class for a full day when a substitute is unavailable. If more than one teacher covers another teacher's class, (if the class is divided among several teachers) the total amount stated above will be divided equally among those teachers.

ARTICLE 31

TEACHER FACILITIES

The Board and the Association agree that each school building wherein pupil instruction is performed shall have the following facilities:

- A. Space in each elementary classroom or an appropriate area in each high school in which teachers may store instructional materials and supplies.
- B. An appropriate furnished room to be reserved for the exclusive use of the teachers and paraprofessionals as a faculty lounge during the entire school day.

ARTICLE 32

ADEQUATE SPACE

The Board recognizes the need, wherever feasible, to provide adequate space in suitable surroundings for school psychologists, guidance personnel, speech and hearing specialists.

ARTICLE 33

COPYING FACILITIES

Copying machines and computers in each school, which are the property of the Board of Education, shall be made available for the use of the teachers in preparing instructional materials.

ARTICLE 34

NON-TEACHING DUTIES

- A. The Board and the Association recognize that the best operation of the schools must involve the cooperation, participation, and support of the Board, administration, special staff and instructional staff. All parties may therefore be expected to be concerned with the general conduct and good order of the schools, both within and without the classroom, and to provide support and assistance to the administration in providing an atmosphere conducive to good education.
- B. The Board and the Association agree that a teacher's primary responsibility is to teach, and that his energies should primarily be utilized to this end; therefore, they agree as follows:
1. Teachers shall not be required to drive pupils to activities which take place away from the school building.
 2. Teachers shall not be required to perform health service duties (administering eye and ear examinations, weighing and measuring pupils, and recording information on health records).
 3. Teachers may voluntarily require, with the prior approval of the principal, the collection of money within their classrooms so long as it serves educational purposes, i.e., field trips, museum trips. All money collected shall go to the office to be deposited.

ARTICLE 35

OBSERVATIONS, EVALUATIONS, AND REPORTS

- A. Evaluative methods, observation methods, and supervisory methods shall be developed by the Administration with the cooperation of the professional staff and shall be reviewed with the professional staff.
- B. A teacher shall be given a copy of any evaluative or supervisory report and shall have the opportunity to review and discuss any such report with his supervisors,

and to review the contents of his personnel files as maintained by building Principals, Supervisors, or the Superintendent, and to make copies of evaluative and supervisory reports of the teacher's performance in the school system.

- C. If a report containing adverse criticism results from an observation, evaluation, or supervision, the person making the observation shall set forth a program designed to correct the deficiencies observed. The next supervisory observation report shall set forth, where possible, what actual steps have been taken by the teacher and administrator, since the previous report, to correct the deficiencies originally observed.
- D. Any material derogatory to a teacher's conduct, service, or character, which results from an observation, evaluation, or supervisory report, shall be promptly reviewed with the teacher. The teacher will be given the opportunity to acknowledge that he has had the opportunity to review the materials by affixing his signature to a copy thereof. Signed copies shall be submitted within ten (10) days. The affixing of the teacher's signature shall in no way be construed to indicate anything more than notice to the teacher that the report is in the teacher's file. In the event that material is derogatory, the teacher shall have the opportunity to submit a written answer to such material, and his answer shall be reviewed by the Superintendent and attached to the file copy.

ARTICLE 36

ACADEMIC FREEDOM

- A. The private and personal life of a teacher is not within the appropriate concern or attention of the Board of Education except as it may interfere with the teacher's responsibilities to and relationships with students and/or the school system.
- B. Teachers will be entitled to full rights of citizenship, and no religious or political activities of any teacher (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 teacher.

ARTICLE 37

CURRICULUM REVISION

- A. The Board recognizes that teachers should play an active role in the preparation, implementation, and evaluation of curriculum. In this connection, the Board and the professional personnel agree to cooperate in the development of a modern and effective curriculum.
- B. Materials needed to implement any new curriculum should be made available to the teachers concerned prior to the start of the new program, wherever feasible.

- C. The Board will encourage and support in-service training programs to prepare teachers for any new curriculum, and will consider the use of released time when in the judgment of the administration it is required for an effective in-service workshop.
- D. Both the Board and the Association will constantly strive to evaluate and study both established and new curriculum, and either party may suggest modifications or changes.

ARTICLE 38

TEXTBOOKS

The Board shall provide textbooks in accordance with applicable law.

ARTICLE 39

PROFESSIONAL LIBRARY

The Board shall continue the current practice of providing a professional library for teachers.

ARTICLE 40

[RESERVED]

ARTICLE 41

ADVERSE CRITICISM

- A. Adverse criticism of the professional work of individual teachers shall not be presented at general staff meetings.
- B. Any complaints regarding a teacher made to the administration by any parent, student, or other person (other than by another administrator) will be promptly called to the teacher's attention. The teacher will have the opportunity to respond to such complaints.
- C. When an allegation of child abuse is made against a teacher and such allegation is found to be untrue, false or unproven, the Board will direct the administration to notify the affected teacher in writing that the allegation has been dismissed. A copy of said notification will be placed in a separate investigatory file.

- D. Board of Education members shall refer persons desiring to make formal complaints to the Superintendent for his referral to the appropriate staff member.

ARTICLE 42

NOTICES AND ANNOUNCEMENTS

All official correspondence from the Superintendent's office and from the Board of Education which are intended for the information of the employees shall be dispersed electronically to all employees so as to be available to them as soon as possible.

ARTICLE 43

CLASSROOM INTERRUPTIONS

The Board and the Association recommend that in the interest of the continuity of the learning process, reasonable effort should be made to limit classroom interruptions (notices, bulletins, loudspeaker announcements, telephone calls, etc.). Such interruptions are permitted only in case of emergency, or when no other reasonable alternative is possible.

PART IV - LEAVES OF ABSENCE

ARTICLE 44

SICK LEAVE

- A. Each member of the instructional staff shall be entitled to fifteen (15) working days sick leave with full pay for each school year. Sick leave is to be used only for the purpose of compensating a teacher who is unable to attend to the duties of his position because of a bona-fide illness or physical incapacity.
- B. In case a teacher is absent because of illness, he shall receive full pay for each day absent and these days shall be charged against the teacher's accumulated sick leave.
- C. A day of absence shall be considered only as a day when school is scheduled for teachers.
- D. Unused sick leave shall be accumulated from year to year up to 180 days. A record of unused sick leave in excess of 180 days will be maintained. Additional sick leave beyond the legal accumulation of 180 days may be granted by the Board, at its discretion, to an individual teacher upon his request.

- E. A teacher may accumulate only up to 180 days for the purposes of computing severance pay as provided in Article XIII.
- F. When the duration of absence exceeds the teacher's accumulated sick leave as discussed in Paragraph D above, a per diem pay deduction shall be made for those days exceeding the accumulated sick leave unless the Board grants additional sick leave to a teacher in accordance with Paragraph D. The per diem pay deduction shall be calculated on the basis of one one-hundred eighty-fifth (1/185th) part of the annual teacher's salary.
- G. Each teacher is to be notified of the total number of accumulated days of sick leave, at the commencement of each successive school year.
- H. The above provision of accumulated sick leave shall not apply to leaves for sabbaticals or extended leaves of absence.
- I. All accumulated sick leave shall cease to exist on the day of retirement or termination of contract pursuant to Article XIII (Severance Allowance).
- J. In case of prolonged illness beyond four (4) consecutive days, a teacher may be asked to furnish a medical certificate stating the nature of the illness.
- K. The Board can request that a teacher submit to a medical examination in accordance with the provisions of Connecticut General Statute §10-207.

ARTICLE 45

SICK LEAVE BANK

- A. The Board of Education will cooperate in the establishment of a sick leave bank on a voluntary basis.
- B. Membership in the sick leave bank is voluntary on the part of all teachers in the Milford School System. Except as provided below, each participating teacher shall contribute one day of his accumulated sick leave per year to the sick leave bank.
- C. The sick leave bank will not become effective unless there is participation by at least fifty percent (50%) of all teachers.
- D. A participating teacher will not be able to withdraw days from the sick leave bank until his own sick leave is depleted.
- E. A participating teacher shall notify the Superintendent prior to withdrawing days from the sick leave bank. The Superintendent, or his duly authorized designee, may require the submission of medical proof of illness at any time a participating

teacher utilizes the sick leave bank, either by the teacher's own physician or by a physician named by the Milford Board of Education, at its own expense.

- F. Each teacher enrolling in the bank will donate one day of his accumulated sick leave to the bank in September or October of each year until the bank is built up to a maximum of 1000 days.
- G. If the sick leave bank is depleted to 600 days, a participating teacher will be required to contribute an additional accumulated sick leave day to the bank until the bank is built up to 1000 days again and the process repeated.
- H. Until the bank is built up to the level mentioned in (a) above, the following procedure will be followed:
 - 1. The bank will not be depleted below a level of 100 days;
 - 2. If the bank is depleted below 100 days, each participating teacher will be required to contribute an additional day. This procedure will remain in force until the levels mentioned in paragraph (a) above are reached.
- I. A teacher withdrawing from membership in the sick leave bank will not be able to withdraw the contributed days.
- J. A participating teacher shall be permitted to withdraw days from the sick leave bank according to the following criteria:
 - 1. After the beginning of the first through the third year in the Milford school system, a teacher must be sick 25 consecutive days before he can draw from the sick leave bank.
 - 2. After the beginning of the fourth to sixth year in the Milford school system, a teacher must be sick 15 consecutive days before he can draw from the sick leave bank.
 - 3. After the beginning of the seventh year in the Milford school system, a teacher must be sick zero consecutive days before he can draw from the sick leave bank.
 - 4. Medical verification of said long term illness shall be forwarded to the Superintendent upon notification by a participating teacher for sick leave bank benefits.
 - 5. Maximum lifetime withdrawal from the sick leave bank is shall be equal to the number of days in a teacher work year for those participating teachers.

6. Participating teachers who withdraw sick leave days from the sick leave bank will not have to replace these days except as a regular contributing member to the bank.
 7. An M.E.A./Administration Board shall be empowered to apply on behalf of an incapacitated member.
- K. The sick leave bank is to be utilized for long term serious illness only.

ARTICLE 46

ABSENCE DUE TO EMERGENCIES IN THE IMMEDIATE FAMILY

- A. When a teacher has to be absent because of the critical illness of a member of the immediate family, such absences will be deducted from sick leave as outlined in Article 44. The Superintendent reserves the right to request documentation regarding the critical nature of the family member's illness.
- B. Absences due to a death in the teacher's immediate family (defined as wife, husband, mother, father, sister, brother, child, mother-in-law, father-in-law, grandfather, grandmother and grandchild) shall be allowed with pay for a period not exceeding four school days in each case. Deduction for absence beyond this four day period will be calculated as outlined in Article 44, Paragraph F.
- C. Absence due to the death of a near relative (nephew, niece, aunt, uncle, cousin, brother-in-law or sister-in-law) will be allowed with pay for the day of the funeral.
- D. Absence due to the death of a daughter-in-law or son-in-law will be allowed with pay for a period not exceeding two days in each case.
- E. If circumstances require additional time beyond that prescribed in the above, further extension will be at the discretion of the Superintendent.

ARTICLE 47

PERSONAL DAYS

- A. All teachers 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.
- B. Application for leave shall:
 1. 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.

2. In the event that a teacher takes more than two consecutive days of leave pursuant to this section, the teacher shall first obtain written approval for such leave from the Superintendent of Schools, which approval shall not be arbitrarily or capriciously withheld.
- C. 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.
 - D. For leaves of absence other than those covered by any portion of the article, the rate of deduction shall be in accordance with Article 44, paragraph F.
 - E. Administration may deny a request for a personal day if greater than ten percent (10%) of the teachers in the building would be absent due to personal days. Permission for up to 10% shall be granted on a first come, first serve basis.
 - F. For Teachers with extended year contracts, personal days may not be used to satisfy their extended year obligations.

ARTICLE 48

SABBATICAL LEAVE

A joint committee of administrators and professional personnel shall be established to evaluate all sabbatical applications. This committee will be comprised of equal numbers of administrators and tenured teachers. The Superintendent will appoint the administrators and the MEA Executive Board will appoint the tenured teachers. It shall be chaired by the Superintendent, who shall vote only in the instance where his vote will break a tie.

A. Purposes and Objectives

The primary purpose of the sabbatical leave plan is to aid the Milford Board of Education in improving the educational program in areas where a specific need exists. Determination of a specific need will be made by the Board of Education. It may be of the following types:

1. An institutionally approved program leading toward an advanced degree or certificate;
2. An individually planned program approved by the Superintendent's Advisory Committee designed to enable the individual to attain further depth and competency in specialized fields;

3. Research, study and writing directly related to the development and improvement of the educational program of the Milford Public Schools.

B. Eligibility

Any member of the professional staff may apply for sabbatical leave subject to the following requirements:

1. The individual must hold professional certification for his current position assignment;
2. The individual must have been employed by the Milford system for a minimum of seven (7) complete and consecutive school years;
3. The individual must agree to return to the Milford system for a minimum period of two (2) complete school years after completing sabbatical leave.

C. Administration and Procedure

1. General

- a. The maximum number of professional staff members on sabbatical leave at one time shall be five (5) members of the professional staff.
- b. The period for a sabbatical leave shall be a continuous half school year or a continuous full school year.
- c. The approval of a sabbatical leave shall be contingent upon finding a qualified replacement for the period involved.
- d. The grantee shall agree to make initial, interim and final reports to the Board of Education during the leave period and to keep the Board continuously informed as to address and location.
- e. Upon return to the school system, the grantee will be assigned, if possible, to the same or equivalent position; but the Board of Education reserves the right, as for all staff members, to assign to any position appropriate to the certification, training, and experience of the individual and involving the same areas of certification as the position held immediately prior to sabbatical leave.

2. Approval

- a. The joint committee shall recommend for approval any application which has been approved by said committee.
- b. The subsequent approval of the Board of Education will be necessary for the implementation of sabbatical leave.

3. Applications and Reports

- a. Written applications will be submitted to the Superintendent by November 1st of one school year to be considered for the following school year.
- b. Applications shall include the following:
 - (i) Purpose of sabbatical leave;
 - (ii) Outline of planned program including projected courses and names of institutions involved;
 - (iii) Value to the individual and to the school system.
- c. Applications shall be evaluated by the Superintendent and the Board on the basis of the following factors:
 - (i) Stated purpose as supported by the projected program of study;
 - (ii) Potential benefit to the school system and to the individual;
 - (iii) Evidence, through quality of service that the individual will benefit from a sabbatical grant;
 - (iv) Seniority of service in the Milford system;
 - (v) Other factors deemed important.
- d. Pursuant to Application:
 - (i) The applicant shall be notified within ten (10) school days that the application has been received;
 - (ii) All applicants will be interviewed by the Joint Committee;

- (iii) The applicant shall be notified no later than November 15th of the decision of the joint committee, and, in the event of positive approval by the joint committee, no later than February 1st of the Board's acceptance or rejection.
- e. During the sabbatical period, the following reports will be made to the Superintendent by the grantee and in turn reviewed by the Superintendent and the Board:
 - (i) Initial report: to be made not later than two weeks after the beginning of the sabbatical period. This report will describe the actual program of study in progress and the projected program;
 - (ii) Interim report: to be made at midpoint of the sabbatical period. This report will briefly confirm progress with the approved plan of study;
 - (iii) Final report: to be made not later than one month following the termination of the sabbatical period. This report will summarize the period of study and research and will include as appropriate names of institutions attended, courses or activities pursued, transcripts of credit and audit work completed, experience gained, and an appraisal of the value of the program during the leave period. An employee shall not be considered as having completed the requirements of the sabbatical leave until this report has been approved by the Superintendent;
 - (iv) Other reports: substantial changes in the planned program as defined in the application will be the subject of an immediate report to the Superintendent and must receive approval by him to maintain the validity of the granted sabbatical leave.

D. Pay and Benefits

1. Salary and Compensation

- a. Sabbatical pay shall be at the rate of 100% of the pay which the individual would receive if he were employed full time on an active staff status during the sabbatical period, adjusted to proportionately correspond to the length of the sabbatical period.
- b. Pay periods shall be the same as that of the teaching staff.

- c. Fringe benefits, as established for the active professional staff, will be authorized for the grantee.
- d. Teachers' retirement deductions are optional with the individual and by regulation, Section 10-164-2, must be based on "the salary to which such member would have been entitled if engaged actively in teaching."
- e. For purposes of salary increments, sabbatical periods will be considered the equivalent of full active staff status.
- f. The Superintendent must be notified promptly of accident, illness, or other condition which may affect the progress of the individual in his planned program of study.

2. Breach of "Two Year Agreement"

In the event a staff member does not fulfill his agreement to serve, following completion of the school year of the sabbatical period on the professional staff of the Milford system on a full time active staff basis and for two full years, as such years are defined for his position, the following shall apply and shall serve as part of the written and declared sabbatical leave agreement between the member and the Board of Education:

- a. For service, as defined above, of less than one full year, the grantee shall reimburse the Board of Education the full sabbatical pay received and the monetary value of all fringe benefits received during the sabbatical period;
- b. For service, as defined above, of more than one year but less than two full years, the grantee shall reimburse the Board of Education one-half the sabbatical pay received during the sabbatical period;
- c. Such reimbursement shall be made to the Board of Education in one lump sum within sixty (60) days of such breach of agreement;
- d. The Board of Education may, under unusual and exceptional circumstances such as prolonged illness or death, waive the above requirements for reimbursement either in whole or in part.

3. Fellowships, Scholarships, Grants and Earnings

If, during the sabbatical period, the grantee received compensation from other and outside sources such as a fellowship, grant, scholarship and if he receives earnings from other employ, the sabbatical pay or grant will be reduced by an amount equal to the excess of the total of such other compensation and sabbatical pay over the annual salary he would have received if he had remained on active staff status.

As a condition to receiving sabbatical leave and pay, the grantee must agree to declare to the Board of Education all other and outside compensation as defined above.

ARTICLE 49

JURY DUTY

Any teacher 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 professional salary and jury fee. No compensation shall be provided to teachers who volunteer for jury duty or who postpone jury duty from the summer to the school year.

ARTICLE 50

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 teachers without loss of pay.
- B. The Board shall pay the reasonable expenses (including fees, meals, lodging and/or transportation) incurred by teachers who attend workshops, seminars, conventions, conferences, or other professional improvement sessions with the advance approval of the Board of Education.

ARTICLE 51

EXTENDED LEAVES OF ABSENCE

- A. When granted, these are to be without pay.
- B. When a teacher returns to service after an extended leave of absence due to illness or convalescence, he shall be placed on the next step of the salary schedule, if upon the granting of the leave, the teacher 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 discretion.

ARTICLE 52

EXTENDED LEAVES OF ABSENCE FOR FURTHER STUDY

- A. Such leave may be granted, without pay, at the discretion of the Superintendent.
- B. A teacher on leave shall receive salary increment or step for the period of leave. Upon returning to teaching service in the system after a leave, the salary shall be that of the step on the schedule the teacher would receive had he not been absent from service to the system. If the teacher upon return qualifies for a higher classification, the proper transfer shall be made as provided for in the salary schedule, provided that the teacher completes, to the satisfaction of the Superintendent, the minimum number of credits set forth in Article 48 or some alternative, approved program.
- C. A teacher granted a leave of absence for study shall be required to sign a written agreement that he shall render at least one school year of service following his return to the school system.
- D. A teacher 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 teacher and Superintendent.
- E. All rights, benefits and privileges of the teacher on leave of absence for further study shall continue in full force and effect during the leave at his own expense.

ARTICLE 53

GENERAL LEAVE

A teacher 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 54

EXCHANGE TEACHER LEAVE

In any year teachers may voluntarily be exchanged for teachers from some other school administration district in the United States or in some foreign country. Such exchanges shall be initially recommended by the Superintendent to the Board of Education, which

shall recommend final action. All rights and privileges of the exchanged teacher shall continue in full force and effect during the exchange period.

ARTICLE 55

MATERNITY, ADOPTION, CHILDREARING LEAVE

A. Pregnancy and Childbirth

1. Disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth and recovery there from, shall be treated as an illness or temporary disabilities for all job-related purposes. (The terms "illness" or "temporary disability" shall be interpreted as being within the meaning of the term "sick" as used in Section 10-156 of the General Statutes of Connecticut.)
2. 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 (3) of this article.
3. Any teacher who remains physically unable to work after a period of six (6) weeks past the date of delivery shall be required to prove the disability through a physician's certification of inability to return to work due to physical illness or disability. Payment for such additional period shall be from the teacher's accumulated sick leave only. If such continued disability is not proven, then the leave taken past the six (6) week period shall be leave without compensation.

Leave taken pursuant to subparagraphs 1 and 3 of this Paragraph A shall be counted towards leave available under the Federal Family and Medical Leave Act ("FMLA").

4. A certified teacher who becomes pregnant shall, as early as an approximate date of anticipated disability can reasonably be determined, 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.
5. The commencement and the termination dates of the maternity leave shall be mutually agreed upon by the teacher and the Superintendent after review of the physician's certificate described above. Leave shall begin when, in the opinion of her physician, she is no longer physically able to work.

6. 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.
7. A teacher on maternity leave shall provide the Board with thirty (30) days written notice of her intention to return to active service. If, upon submission of medical evidence satisfactory to the Superintendent that the teacher is able to resume her normal teaching duties, the teacher shall be reinstated to a position generally comparable to the position held by the teacher prior to the commencement of her maternity disability leave, taking into consideration the needs of the students and the best interest of the school system. Failure of the teacher to provide the thirty (30) days written notice of reinstatement or failure of the teacher to apply for reinstatement in the system for the school year following the school year in which maternity leave is taken shall be considered a voluntary resignation and will be so treated.
8. During the period of maternity leave, said teacher may apply for an unpaid childbearing leave pursuant to Section C of this article.
9. Following the birth of a child, a teacher may request family leave pursuant to the FMLA. FMLA provides up to 12 weeks of unpaid leave, with continuation of health benefits for qualified employees within a given 12 month period, calculated from the date on which such leave first commences. Any paid maternity leave taken shall be counted towards the twelve weeks of available FMLA leave. In the event a teacher fails to return from FMLA leave the Board has the right under FMLA to recoup the cost of providing health insurance coverage during the leave.

B. Childrearing Leave

1. Teachers may apply for a childrearing leave following the birth of a child, or because of an adoption of a child or because of the placement of a foster child in their stewardship.
2. Under normal conditions, a teacher must apply for such childrearing leave at least thirty (30) days prior to the commencement of said leave.
3. A childrearing leave will not exceed one year in duration. However, if such leave commences after April 1 of a school year, the Board may grant an extension of the leave beyond one year to allow the leave termination to coincide with the start of a new school year.

4. The commencement and the termination dates of the childrearing leave shall be mutually agreed upon by the teacher and the Superintendent.
5. Childrearing leave shall be without compensation.
6. No experience credit on the salary schedule shall be granted for the leave period.
7. During the period of childrearing leave, the Board shall not be obligated to pay for the teacher's fringe benefits; however, if the teacher requests that such leave be treated as FMLA leave, group health insurance benefits will be continued in accordance with the FMLA.
8. Failure of the teacher 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 resignation and will be so treated. A teacher on childrearing leave shall provide the Board with thirty (30) days notice of his intention to return to active service in order to be reinstated.
9. Upon termination of leave, the teacher shall be reinstated to a position generally comparable to the position held by the teacher prior to the commencement of the childrearing leave, provided, taking into consideration the needs of the students and the best interest of the school system, that such a position is available.
10. Leaves granted for childrearing purposes shall not be the basis for termination of employment, provided, however, that the failure of the teacher to comply with any of the provisions hereunder will result in a forfeiture of all benefits under this policy, and such teacher shall be subject to immediate dismissal.
11. FMLA leave shall also be available in the event of the adoption of a child, in accordance with, and subject to the provisions of FMLA. Such leave shall be unpaid; however, health insurance benefits will be continued. As is the case with all other FMLA leave, should the teacher fail to return to work at the end of the leave the teacher must reimburse the Board for the cost of providing group medical insurance coverage during said period.

ARTICLE 56

MILITARY LEAVE

- A. 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 himself from his 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.

- B. 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 he makes application for return to such employment within ninety (90) days after he has received a certificate of honorable separation from the armed forces. The Board of Education shall employ such applicant in his former position and duties if such employment is available; and if not, shall employ such applicant in an equivalent position for which 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 (90) day period as hereinbefore provided.

PART V - TEACHER ASSIGNMENTS, TRANSFERS, PROMOTIONS

ARTICLE 57

TEACHING ASSIGNMENTS

- A. Teachers initially employed by the Board shall receive their building, grade, and/or subject assignments from the Superintendent's office.
- B. Teachers already in the system shall receive notification of their initial programs and schedules for the ensuing school year, including the schools in which they will be assigned, the grades, and the subjects they will teach, and any special or unusual classes they will have on June 1st, whenever possible, as determined solely by the Superintendent of Schools.
- C. Teacher assignments shall be made without regard to age, race, creed, color, religion, nationality, sex, or marital status, and shall not be made capriciously, arbitrarily, or in abuse of the Board or Superintendent's discretion.

ARTICLE 58

TEACHER TRANSFERS

- A. When a reduction in the number of teachers in a school is necessary, volunteers shall be transferred first. Seniority in the Milford system shall be considered as one factor in selecting the volunteer.
- B. When involuntary transfers are necessary, length of service in the Milford system shall be one factor in determining which teacher is to be transferred. Teachers being involuntarily transferred will be transferred only to a comparable position whenever possible.
- C. An involuntary transfer shall be made only after a pre-scheduled meeting between the teacher involved and the Superintendent or his designee, at which time the teacher shall be notified of the reasons for the transfer. The teacher may be accompanied at such meeting by representatives of the Association. In the event that these procedures are not followed or in the event of a violation of any other provision of this article, except for Section G, a grievance may be initiated at level three.
- D. Whenever vacancies other than promotional positions occur, the Board shall publicize the same by giving written notice of such vacancy to the Association and provide for appropriate posting in all schools within five (5) days of the first day of January, March and April. Up to date information regarding vacancies may be obtained from the Superintendent's office at any time by teachers. Length of service shall be considered as one factor in filling such vacancies.
- E. Teachers who desire to transfer to another building shall file a written statement of such desire with the Superintendent not later than February 15th. Such a statement shall include the grade and/or subject to which the teacher desires to be assigned or the school or schools (in order of preference, if the teacher has preference) to which he desires to be transferred.
- F. Teachers who desire a change in grade and subject assignment shall request this in writing to the Principal and/or immediate supervisor.
- G. Depending on school enrollment of that current school year, notice of transfer shall be given to the teacher not later than one week prior to the last day of school of each school year of the contract.
- H. Any teacher transferred due to a reduction in force of his position shall be entitled to the first vacant position in his original certification after all teachers have been recalled for that area.

- I. Teacher transfers shall be made without regard to age, race, creed, color, religion, nationality, sex or marital status, and shall not be made capriciously, arbitrarily or in abuse of the Board or Superintendent's discretion.
- J. In the determination of assignments and transfers, the convenience and wishes of the teacher shall be considered to the extent that these considerations do not conflict with the instructional requirements and best interests of the school system and the pupils in recognition of the fact that the assignment and transfer of teachers is the sole responsibility of the Superintendent of Schools subject to the provisions of this and the foregoing Article.

ARTICLE 59

PROMOTIONS

- A. Positions as used in this section means any position which pays a salary differential and/or involves an additional or higher level of responsibility.
- B. Vacancies of positions which occur shall be filled pursuant to the following procedures:
 - 1. Any teacher may file his application for promotion with the Superintendent of Schools on the appropriate forms provided, at any time, regardless of whether an opening exists at the time of filing. Such applications must be accompanied by relevant written materials (such as transcripts) verifying the applicant's certifiability and suitability for the position or positions for which he is applying unless the information is already included in the teacher's file;
 - 2. The existence of vacancies of positions shall be adequately publicized throughout the Milford School System, including a notice in every school within the system (by posting or otherwise) as far in advance of the date of filling such vacancy as possible. Where need to fill a vacancy of position arises during the summer months when teachers are on vacation, notification shall accompany the bi-weekly paycheck (those teachers who choose to take advantage of Article 15, Section C, the lump sum summer payment, will be notified of such vacancies by mail if they leave sufficient self addressed, stamped envelopes with the Superintendent's office and provided that they have filed an application pursuant to Section B.1 of this article). In cases where the filling of one position will create another position or positions, all of the vacancies may be publicized at the same time and in the same notice by the addition of the words "and all positions which may be made available by the filling of this position". Example: "There is an opening for the position of Principal of the Joseph A. Foran High School and all positions which may be made available by the filling of this position.";

3. The notice of vacancy of position shall clearly set forth the qualifications for the position;
4. Teachers who desire to apply for these positions shall notify the Superintendent of Schools, in writing, of the position or positions for which they are applying within one week of the publication of the notice of vacancy;
5. The position advertised, and any and all other positions created by an internal promotion to fill this position may be filled by the Board of Education at one and the same time at the discretion of the Superintendent and the Board of Education;
6. Such positions shall be filled on the basis of qualifications for the vacant position, provided that where two or more applicants are substantially equal in qualification, preference shall be given to qualified teachers currently employed by the Board;
7. All appointments shall be made without regard to age, race, creed, color, religion, nationality, sex or marital status.

PART VI - ASSOCIATION BENEFITS

ARTICLE 60

ASSOCIATION MEETINGS

- A. The Association may call meetings in each school before or after school or during the lunch hour upon request to and permission from the principal, pursuant to Article 64 (Use of School Facilities). Individuals having assignments at the time the meeting is scheduled must request and receive individual permission to attend. Permission in either instance shall not be unreasonably withheld.
- B. Teachers serving as members of the Association's Executive Board shall be allowed to leave their respective buildings immediately following the student dismissal on the day of Association Executive Board meetings. The Association shall provide the Superintendent with a list of Executive Board members and a list of Executive Board meeting dates at the beginning of the school year.

ARTICLE 61

MEETINGS BETWEEN ASSOCIATION AND SUPERINTENDENT

- A. The Superintendent of Schools shall meet regularly with representatives of the Association to discuss matters of professional concern as well as matters relating to the implementation of the Agreement. Such meetings shall be scheduled at times mutually convenient to both parties.
1. The Superintendent may meet in person, or through his designated representatives, and may include at the meeting such members of his administrative staff as he may desire.
 2. The Association and the Superintendent will submit, at least one week in advance of such meetings, items which they wish to be placed on the agenda for discussion.
- B. Nothing in this article shall be deemed to curb the absolute right of the Superintendent and/or the Board to appoint and meet with ad hoc committees made up of individual teachers for the purpose of discussing such administrative matters as the Superintendent and/or the Board may desire. It is understood, however, that such committees shall not discuss matters which by statute are reserved to the Association as the representative of teachers for professional negotiation.

ARTICLE 62

DUES DEDUCTION AND SERVICE FEES

A. Conditions of Continued Employment

All teachers employed by the Milford Board of Education shall, as a condition of continued employment, join the Association or pay to the Association a service fee. Said service fee shall be equal to the proportion of Association dues uniformly required of members to underwrite the costs of collective bargaining, contract administration, and grievance proceedings.

B. Members

All teachers who elect to join the Association shall sign and deliver to the Association, if they have not already done so, an authorization for the payroll deduction of membership dues of the Association, the CEA and NEA. Said authorization shall continue in effect from year to year unless such teacher shall notify the Board of Education and the Association in writing in the month of August of any year. If said notice is timely delivered, it shall mean that in the

coming school year said teacher shall pay the service fee as described in Section A above, and paid in accordance with Section C below.

C. Non-members

For those teachers who have not joined the Association and delivered said authorization card by October 1st of the first year of this contract, the Board of Education agrees to deduct the annual service fee from their salaries through payroll deduction. The amount of said service fee, equal in amount to the local, state and national membership dues shall be certified by the Association to the Board by January 1st of the current school year.

D. Subsequent Employment

Those teachers commencing employment after the date of execution of this contract shall, within thirty (30) days of such commencement, sign and deliver to the Board of Education an authorization card as described in Section B of this article or fall under the provisions of Section C of this article after such thirty (30) days.

E. Resignations, Retirements, Leave

If during the school year, a teacher resigns, retires, receives a leave, or has his employment terminated, the balance of the annual dues or service fee shall be deducted from his final paycheck.

F. Forwarding of Monies

The Board agrees to forward to the Milford Education Association each month all monies deducted during that month for local dues and local service fee deduction. The Board further agrees to send each month, all monies deducted during that month for CEA and NEA dues and CEA/NEA service fee deduction to the Connecticut Education Association, 21 Oak Street, Hartford, Connecticut.

G. Lists

No later than the first paycheck in October of each school year, the Board shall provide the Association with a list of all employees of the Board of Education and the positions held by said employees. The Board shall notify the Association monthly of any changes in said list.

H. Indemnification

The Association hereby agrees to indemnify, defend, and save the Board harmless from any claim or lawsuit arising from the Board's fulfillment of its obligations under this section. The Board agrees that the Association shall

assume the exclusive legal defense of any such claim or lawsuit. In assuming such defense, on the Board's behalf, the Association shall utilize its staff attorneys as legal counsel. Legal counsel of the Association shall confer with the Board or its representatives concerning claims and actions against the Board.

- I. The Association shall have the right to compromise or settle any claim or lawsuit against the Board under this section.

ARTICLE 63

ASSOCIATION LEAVE

- A. If negotiation meetings between the Board and the Association are scheduled during normal working hours of a school day, not more than six (6) representatives of the Association shall be relieved from all regular duties without loss of pay, without having the day deducted from any sick or personal leave, as necessary, in order to permit their attendance at such meetings.
- B. When it is necessary, pursuant to the Grievance Procedure in Article III of this Agreement for School Representative, member of the PR&R Committee or other representative designated by the Association to investigate a grievance or attend a grievance meeting or hearing during the school day, he shall, upon notice to his Supervisor and/or Principal and the Superintendent by the President of the Association, be released without loss of pay, as necessary in order to permit participation in the foregoing activities, but this privilege shall be limited to one Association representative per grievance per day. Any teacher whose appearance in such investigations, meetings, or hearings, as witness is necessary shall be accorded the same right.

ARTICLE 64

USE OF SCHOOL FACILITIES

- A. The Association will have the right to use school buildings without cost at reasonable times for meetings, provided, however, that the Association will be required to pay for any additional custodial costs involved by reason of said meetings. The Principal of the building in question will be requested for permission in advance of the time and place of all such meetings in order to provide the Principal with sufficient time to attempt to procure such facilities.
- B. There will be one (1) bulletin board in each school building, which will be placed in the faculty lounge, exclusively for the purpose of displaying notices, circulars and other Association material. Copies of all such material will be given to the building Principal for his approval prior to posting, but such approval will not be unreasonably withheld.

- C. Use of school equipment for Association use shall be freely granted when such equipment is not in use. The cost of any materials used will be borne by the Association.
- D. Upon making arrangements with the Principal, the Association may use the gymnasium and other athletic facilities at the high schools, without cost. The Principal of the building in question will be notified in advance of the time and place of all such meetings.

PART VII - PROCEDURAL

ARTICLE 65

GENERAL PROVISIONS

- A. It is understood that this Agreement is subject to, and shall operate within the framework of, the Statutes of the State of Connecticut.
- B. Except as otherwise expressly provided for in this Agreement, the Board of Education retains the sole and exclusive right to direct the operations of the school system which shall include the right to schedule personnel, hire, terminate, assign, promote, and transfer personnel. It is understood that teachers shall continue to serve under the direction of the Superintendent of Schools and in accordance with Board administrative policies, rules and regulations, provided that the provisions of the Agreement shall supersede and prevail over any conflicting provisions.
- C. No party to this Agreement shall discriminate in any way against any teacher by reason of his membership or non-membership in, or participation in the activities of, the Association or any other organization.

ARTICLE 66

SCOPE OF AGREEMENT

- A. This Agreement constitutes the entire contract between the Board of Education and the Milford Education Association and settles all demands and issues with respect to all matters subject to professional negotiations. Nothing in this Agreement which changes pre-existing Board policy, rules or regulations shall operate retroactively unless expressly so stated.
- B. Therefore, except as provided for pursuant to Article 2 (Consultation), for the duration of this Agreement, the Board of Education and the Milford Education Association waive the right to negotiate collectively with respect to any subject or

matter which is subject to professional negotiations whether or not such subject or matter is specifically referred to herein.

- C. All provisions of this Agreement shall apply equally to all teachers without discrimination in regard to age, race, creed, color, religion, nationality, sex or marital status.
- D. The Board of Education and Milford Education Association subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the school program. The Association therefore agrees that it will not, during the term of this Agreement or any extension thereof, instigate or authorize a strike, work stoppage, work slowdown, sit-in, picketing or other concerted refusal to perform work or organize interference with the efficient operation of the school system. The Association further agrees to cooperate with the Board in an effort to end any such unauthorized action.
- E. Any provision of this Agreement may be waived by mutual agreement of the Milford Board of Education and the Milford Education Association Executive Board.

ARTICLE 67

MAINTENANCE OF STANDARDS

All conditions of employment existing at the date of the execution of this contract shall be maintained at no less than the minimum standards in effect in the Milford School System at the time this Agreement is signed, provided that such conditions shall be improved for the benefit of teachers as required by the express provisions of this Agreement. This Agreement shall not be interpreted or applied to deprive any teacher of professional advantages, heretofore in effect, unless specifically stated herein. This provision shall not be interpreted to deprive or curtail the Superintendent or the Board from implementing modifications or innovations in the educational process in the City of Milford, in accordance with their statutory obligations.

ARTICLE 68

SEPARATION AND RECALL

A. **GENERAL STATEMENT OF POLICY:**

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, middle 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 elimination become necessary.

B. DEFINITIONS:

1. As used herein the term "days" shall mean calendar days;
2. As used herein the term "teacher" shall apply to any employee of the Board of Education who holds a certificate issued by the Connecticut State Board of Education and is employed in a teaching or administrative position below the rank of Superintendent.

C. PROCEDURE:

1. Prior to commencing action to terminate teacher contracts under this procedure, the Board of Education will give due consideration to its ability to effectuate 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. If a teacher has attained tenure status, his or her contract of employment may be terminated if there is no other position for which that teacher is certified. This shall include first preference with regard to positions that are held by non-tenure teachers, in addition to positions that are open and available. Determination of those to be released shall be in the following order:
 - a. Teachers holding a Durational Shortage Area Permit (DSAP), temporary 90-day certificate or certificate of eligibility*;
 - b. Non-tenured teachers holding an Initial Education, Interim Education, and Provisional Education Certification*;
 - c. Non-tenured teachers holding Professional Education Certification*;
 - d. Tenured teachers according to seniority*.

* Least number of years service being released first.

3. The following criteria shall be applied by the Board of Education to determine reductions in personnel. These criteria are listed in the order in which they are applied, as follows:
 - a. Teacher's most recent date of hire by the Milford Board of Education;
 - b. Total length of teaching service in the Milford system;

- c. Total length of teaching service in any school system;
 - d. Years of duty in the military, Peace Corps or Vista;
 - e. In the event a reduction in personnel must be effected and all of the above four criteria are equal, the Superintendent shall, in his discretion, make a recommendation to the Milford Board of Education as to the particular person to be laid off.
4. For the purposes of involuntary transfers due to closing of an elementary, or middle school classroom section or sections, a grade level is equivalent to a high school department. When it is necessary to close an elementary, middle or high school classroom section(s) the least senior teacher in that grade level or department will be the one who is to be displaced. The displaced teacher shall have the option to remain in his assigned school as long as there is an opening at that school for which he is certified, or may elect to be transferred to an opening in the same grade level or department at another school. If there is not an open position within the school, or if the teacher does not wish to assume one that is open, the teacher will be involuntarily transferred to another position in keeping with Article 58, Teacher Transfers. If more than one teacher is being displaced, the choices expressed within this provision shall be offered to teachers on the basis of their seniority with the most senior given the first choice. (For example, if a first grade classroom or an English position in a particular school needs to be closed, the least senior teacher in first grade or the least senior English teacher at that school would be the one to be displaced. This displaced teacher to be transferred has the option to assume, if certified, another open position within that school, or to assume an open first grade position or an English position at another school. If the teacher does not elect either of these options, the individual will receive his or her assignment in accordance with Article 58 of the Agreement)
- D. In no event shall any factors other than those listed above be taken into account in determining reductions in personnel.
- E. This provision is intended by the parties to represent an explanation and amplification of the current Board policy and provisions regarding reductions in personnel and is not intended to be a modification or alteration of such provisions.
- F. RECALL PROCEDURE:
- If the contract of employment of a teacher is terminated because of elimination of position, the name of that teacher shall be placed on a reappointment list. If a position becomes open during such period, the teacher with the most seniority and the proper certification shall be recalled first. Such teacher will be notified in writing by registered mail, sent to his last known address at least thirty (30) days

prior to the anticipated date of re-employment where possible. The teacher shall accept or reject the appointment in writing within seven (7) days after receipt of such notification. If the appointment is accepted, the teacher shall receive a written contract within twenty (20) days of receipt of the teacher's reply by the Board of Education. If the teacher rejects the appointment offer or does not respond according to this procedure within seven (7) days after receipt of such notification, the name of the teacher will be removed from the recall list.

ARTICLE 69

AMENDMENT

This Agreement shall not be altered, amended or changed except in writing and pursuant to Article 2 (Consultation) and signed by both the Board and the Association, which amendment shall be appended hereto and become a part hereof.

ARTICLE 70

SEVERABILITY

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

ARTICLE 71

HOLDOVER

In the event that the Board and the Association shall fail to secure a successor agreement as hereinbefore provided in Article 1 (Professional Negotiations) prior to the expiration of this Agreement, the Association and the Board may, upon mutual written consent, elect to extend the duration of this Agreement for any period of time, not to extend beyond the date of the execution of a successor agreement.

ARTICLE 72

DURATION, SIGNATURE BLOCK

The provisions of this Agreement shall be effective as of September 1, 2014 and shall continue and remain in full force and effect for the period ending August 31, 2017.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals as of this ____ day of _____, 2014.

Agreed to:

MILFORD BOARD OF EDUCATION

By: Susan Glennon
Its: Chairperson

By: Elizabeth E. Feser, Ed.D.
Its: Superintendent

MILFORD EDUCATION ASSOCIATION

By: Joan Mancini
Its: President

By: Chris Johnson
Its: Negotiating Committee Chair

PART VIII – APPENDIX, EXHIBITS

APPENDIX A

TEACHER'S INITIAL CONTRACT

The Board of Education of the Town of....., Connecticut, hereby agrees to employ....., and.....(to whom the term "teacher" hereinafter refers) hereby agrees to serve, under the direction of the Superintendent of Schools, as ain the public schools of said Town, for the school year beginning.....,20.... and ending20...., subject to the conditions stated below.

In accordance with the provisions of the prevailing salary schedule of the Board of Education for said Town, the Board has voted and hereby agrees to pay said teacher, and said teacher hereby agrees to accept, for service during the above stated period, an annual salary of \$.....in periodic installments, payable as follows:beginning20..., and subject to required deductions for the State Teachers' Retirement Fund and the United States Withholding Tax, and other agreed-to deductions which the teacher may in writing authorize.

This contract shall be renewed annually by operation of law during the period of said teacher's first four years of continuous employment by said Board, unless the teacher has been notified in writing prior to April first in one school year that the contract will not be renewed for the following year. For each year for which this contract is renewed, the annual salary of the teacher shall be in accordance with the provisions of the prevailing salary schedule of the Board of Education for said Town, and as determined through the signing of a teacher's annual salary agreement.

This contract may be terminated by mutual consent at any time. It may be terminated by the Board for cause as provided by statute. The teacher may resign for good reason by submitting at least thirty days' written notice at any time except during the month of August, during which month, unless the contract has been terminated by mutual consent or Board action, the teacher will accept employment with no other Board of Education in Connecticut; provided that in the event no salary agreement for the ensuing year has been signed by August first, limitations on the teacher's resigning shall not be binding until such an agreement has been signed.

The teacher may, upon written request filed with the Board within ten days after the receipt of any notice from the Board of its intention to terminate or not to renew this contract, be entitled to a hearing before the Board to be held within fifteen days of such request and at such hearing the reason or reasons for the termination or the non-renewal of the contract shall be made known. The teacher shall have the right to appear with counsel of his choice at such hearing.

This contract is subject to the Statutes of the State of Connecticut and the rules and regulations of the Board of Education.

SIGNED:

Teacher..... Board of Education of Milford

Date By.....
Superintendent

Date.....

T.S.C. form 3

APPENDIX B

TEACHER'S LONG TERM CONTRACT

(Effective Beginning With the Fifth Year of Continuous Employment)

The Board of Education of the Town of....., Connecticut, hereby agrees to employ....., and.....(to whom the term "teacher" hereinafter refers) hereby agrees to serve, under the direction of the Superintendent of Schools, as ain the public schools of said Town, on a continuing basis, subject to the conditions stated below, beginning.....,20..... Said Board of Education agrees to pay said teacher an annual salary in accordance with the provisions of the prevailing salary schedule of the Board of Education for said Town, and determined through the signing of a teacher's annual salary agreement.

This contract of employment shall continue in force from year to year, subject to the following conditions:

(a) It may be terminated by mutual consent at any time.

(b) The teacher may resign for good reason by submitting at least thirty days written notice at any time except during the month of August, during which month, unless the contract has been terminated by mutual consent or Board action, the teacher will accept employment with no other Board of Education in Connecticut; provided that in the event no salary agreement for the ensuing year has been signed by August first, limitations on the teacher's resigning shall not be binding until such an agreement has been signed.

(c) The Board may terminate this contract at any time for one or more of the following reasons: (1) inefficiency or incompetence; (2) insubordination against reasonable rules of the Board of Education; (3) moral misconduct; (4) disability, as shown by competent medical evidence; (5) elimination of the position to which the teacher was appointed if no other position exists to which he may be appointed if qualified; or (6) other due and sufficient cause; provided, prior to terminating the contract, the Board of Education shall give the teacher a written notice that termination of his contract is under consideration and, upon written request filed by the teacher with the Board within five days after receipt of such notice, shall within the next succeeding five days give the teacher a statement in writing of its reasons therefore. Within twenty days after receipt from the Board of Education of written notice that contract termination is under consideration, the teacher may file with the Board a written request for a hearing, which the Board shall hold within fifteen days after receipt of such request. Such hearing shall be public if the teacher so requests or the Board so designates. The teacher shall have the right to appear with counsel of his choice at such hearing, whether public or private. The Board of Education shall give the teacher its written decision within fifteen days after such hearing. Nothing herein contained shall deprive

the Board of Education of the power to suspend the teacher from duty immediately when serious misconduct is charged, without prejudice to the rights of the teacher as otherwise provided herein.

This contract is subject to the Statutes of the State of Connecticut and the rules and regulations of the Board of Education.

SIGNED:

Teacher..... Board of Education of Milford
Date By.....
Superintendent
Date.....

T.S.C. form 4

APPENDIX C

TEACHER'S ANNUAL SALARY AGREEMENT

Board of Education, Milford, Connecticut

CLASS____ STEP

.....(to whom the term "teacher" hereinafter refers), employed as
.....in the public schools of the City of Milford, Connecticut, under an initial or long term contract as on file, is hereby notified that the Board of Education of said City has voted and hereby agrees, under the terms of said contract, and in accordance with the provisions of the prevailing salary schedule of the Board of Education for said City, to pay said teacher for the school year beginning September ____, 20__ an annual salary of \$..... bi-weekly, beginning September____, 20__ , and subject to required deductions for the State Teacher's Retirement Fund and the United States withholding tax, and other agreed to deductions which the teacher may, in writing, authorize.

Said teacher, under the terms and the conditions of the aforementioned initial or long term contract, hereby agrees to accept the above stated salary in return for services during the above stated period.

This salary agreement shall become operative when properly signed in duplicate and one copy returned by the teacher to the office of the Superintendent of Schools. If not signed and returned by the teacher on or before....., a written statement of the reason must be submitted to the office of the Superintendent by this date.

SIGNED:

Board of Education
Milford, Connecticut

Teacher_____

BY _____
Superintendent of Schools

Date_____

Date_____

APPENDIX D
2014-15 WAGES

Step	BA	MA	MA+15	6TH YR	PHD
3	\$ 45,788	\$ 49,982	\$ 51,872	\$ 55,691	\$ 61,012
4	\$ 47,374	\$ 51,562	\$ 53,467	\$ 57,453	\$ 62,784
5	\$ 49,390	\$ 53,618	\$ 55,571	\$ 59,763	\$ 65,133
6	\$ 51,410	\$ 55,777	\$ 57,650	\$ 62,067	\$ 67,473
7	\$ 53,427	\$ 57,739	\$ 59,752	\$ 64,379	\$ 69,823
8	\$ 55,441	\$ 59,782	\$ 61,846	\$ 66,742	\$ 72,232
9	\$ 57,455	\$ 61,893	\$ 63,997	\$ 69,102	\$ 74,633
10	\$ 59,531	\$ 64,011	\$ 66,146	\$ 71,443	\$ 77,020
11	\$ 61,594	\$ 66,103	\$ 68,291	\$ 73,806	\$ 79,428
12	\$ 63,664	\$ 68,216	\$ 70,441	\$ 76,177	\$ 81,835
13	\$ 64,916	\$ 72,675	\$ 74,984	\$ 80,954	\$ 86,713
14	\$ 71,703	\$ 79,164	\$ 81,498	\$ 87,323	\$ 93,385
15	\$ 75,826	\$ 83,966	\$ 86,259	\$ 91,780	\$ 97,966

There shall be no step advancement for 2014-15.

APPENDIX D
2015-16 WAGES

Step	BA	MA	MA+15	6TH YR	PHD
3	\$ 45,788	\$ 49,982	\$ 51,872	\$ 55,691	\$ 61,012
4	\$ 47,374	\$ 51,562	\$ 53,467	\$ 57,453	\$ 62,784
5	\$ 49,390	\$ 53,618	\$ 55,571	\$ 59,763	\$ 65,133
6	\$ 51,410	\$ 55,777	\$ 57,650	\$ 62,067	\$ 67,473
7	\$ 53,427	\$ 57,739	\$ 59,752	\$ 64,379	\$ 69,823
8	\$ 55,441	\$ 59,782	\$ 61,846	\$ 66,742	\$ 72,232
9	\$ 57,455	\$ 61,893	\$ 63,997	\$ 69,102	\$ 74,633
10	\$ 59,531	\$ 64,011	\$ 66,146	\$ 71,443	\$ 77,020
11	\$ 61,594	\$ 66,103	\$ 68,291	\$ 73,806	\$ 79,428
12	\$ 63,664	\$ 68,216	\$ 70,441	\$ 76,177	\$ 81,835
13	\$ 64,916	\$ 72,675	\$ 74,984	\$ 80,954	\$ 86,713
14	\$ 71,703	\$ 79,164	\$ 81,498	\$ 87,323	\$ 93,385
15	\$ 76,774	\$ 85,016	\$ 87,337	\$ 92,927	\$ 99,191

Employees not already at the top step of the salary schedule shall advance one step for 2015-16.

APPENDIX D
2016-17 WAGES

Step	BA	MA	MA+15	6TH YR	PHD
3	\$ 45,788	\$ 49,982	\$ 51,872	\$ 55,691	\$ 61,012
4	\$ 47,374	\$ 51,562	\$ 53,467	\$ 57,453	\$ 62,784
5	\$ 49,390	\$ 53,618	\$ 55,571	\$ 59,763	\$ 65,133
6	\$ 51,410	\$ 55,777	\$ 57,650	\$ 62,067	\$ 67,473
7	\$ 53,427	\$ 57,739	\$ 59,752	\$ 64,379	\$ 69,823
8	\$ 55,441	\$ 59,782	\$ 61,846	\$ 66,742	\$ 72,232
9	\$ 57,455	\$ 61,893	\$ 63,997	\$ 69,102	\$ 74,633
10	\$ 59,531	\$ 64,011	\$ 66,146	\$ 71,443	\$ 77,020
11	\$ 61,594	\$ 66,103	\$ 68,291	\$ 73,806	\$ 79,428
12	\$ 63,664	\$ 68,216	\$ 70,441	\$ 76,177	\$ 81,835
13	\$ 64,916	\$ 72,675	\$ 74,984	\$ 80,954	\$ 86,713
14	\$ 71,703	\$ 79,164	\$ 81,498	\$ 87,323	\$ 93,385
15	\$ 77,542	\$ 85,866	\$ 88,210	\$ 93,856	\$100,183

Employees not already at the top step of the salary schedule shall advance one step for 2016-17.

APPENDIX E
COACHES/ADVISORS STIPENDS

	<u>2014-15</u> <u>(2.0%)</u>	<u>2015-16</u> <u>(1.25%)</u>	<u>2016-17</u> <u>(1.0%)</u>
Athletic Director	\$11,046	\$11,184	\$11,295
Head Football	\$9,533	\$9,652	\$9,749
Head Basketball (boys and girls)	\$6,936	\$7,023	\$7,093
Head Baseball	\$6,936	\$7,023	\$7,093
Head Softball	\$6,936	\$7,023	\$7,093
Head Track (boys and girls)	\$6,936	\$7,023	\$7,093
Head Volleyball	\$6,936	\$7,023	\$7,093
Head Swimming (boys and girls)	\$6,936	\$7,023	\$7,093
Head Wrestling	\$6,936	\$7,023	\$7,093
Head Soccer	\$6,936	\$7,023	\$7,093
Head Gymnastics	\$6,936	\$7,023	\$7,093
Assistant Football	\$4,021	\$4,071	\$4,112
Assistant Basketball (boys and girls)	\$3,647	\$3,692	\$3,729
Assistant Softball (boys and girls)	\$3,076	\$3,115	\$3,146
Assistant Wrestling	\$3,076	\$3,115	\$3,146
Assistant Volleyball	\$3,076	\$3,115	\$3,146
Assistant Track (boys and girls)	\$3,076	\$3,115	\$3,146
Assistant Swimming (boys and girls)	\$3,076	\$3,115	\$3,146
Assistant Soccer (boys and girls)	\$3,076	\$3,115	\$3,146
Assistant Gymnastics	\$3,076	\$3,115	\$3,146
Assistant Baseball (boys)	\$3,076	\$3,115	\$3,146
Tennis (boys and girls)	\$6,936	\$7,023	\$7,093
Cross Country	\$6,936	\$7,023	\$7,093
Golf	\$6,936	\$7,023	\$7,093
Ice Hockey	\$6,936	\$7,023	\$7,093
High School Band Director	\$3,649	\$3,694	\$3,731
High School Year Book	\$2,029	\$2,054	\$2,075
High School Drama Coach	\$2,029	\$2,054	\$2,075
High School Audio- Visual Coordinator	\$2,029	\$2,054	\$2,075
High School Team Leader	\$2,117	\$2,143	\$2,164
High School Student Council	\$768	\$778	\$785
High School Cheerleader	\$6,936	\$7,023	\$7,093
High School Key Club	\$577	\$585	\$590
High School Keyette	\$577	\$585	\$590
Middle School/ Elementary Chorus	\$1,826	\$1,849	\$1,867
Middle School/ Elementary Band	\$1,826	\$1,849	\$1,867

Middle School Intramurals	\$1,730	\$1,752	\$1,769
Middle School Drama	\$1,696	\$1,717	\$1,735
Middle School Year Book	\$1,155	\$1,169	\$1,181
Middle School Student Council	\$768	\$778	\$785
Middle School Newspaper	\$768	\$778	\$785
Middle School Computer Club	\$768	\$778	\$785
Middle School Arts/Crafts	\$768	\$778	\$785
Middle School Keyette	\$577	\$585	\$590
Middle School Key Club	\$577	\$585	\$590
Middle School Cheerleader	\$577	\$585	\$590
Middle School Team Leaders	\$2,117	\$2,143	\$2,164
Middle School Coach	\$1,413	\$1,430	\$1,445
Middle School Activities - Other	\$768	\$778	\$785
Site Coordinator	\$627	\$635	\$641
Elementary School Computer Liaison	\$1,253	\$1,268	\$1,281
Elementary School Activities	\$768	\$778	\$785
Elementary Child Study Team Leader	\$1,253	\$1,268	\$1,281
Chemical Hygiene			
High School	\$2,231	\$2,259	\$2,281
Middle School	\$847	\$857	\$866
Primary Summer School Director	\$4,366	\$4,420	\$4,464
Asst. Primary Summer School Director	\$3,232	\$3,273	\$3,306
Summer School Director	\$6,468	\$6,549	\$6,614
Summer School Teachers (7-12)			
1 st Yr – per/course	\$2,176	\$2,203	\$2,225
2 nd Yr – per/course	\$2,278	\$2,306	\$2,329
3 rd Yr – per/course	\$2,393	\$2,423	\$2,447
4 th Yr – per/course	\$2,487	\$2,518	\$2,543
5 th Yr – per/course	\$2,588	\$2,620	\$2,646
6 th Yr – per/course	\$2,694	\$2,727	\$2,755
Elementary Intramurals	\$768	\$778	\$785
Summer Enrichment Program Director	\$3,638	\$3,684	\$3,721
Enrichment Program Teachers			
1 st Yr – per/course	\$941	\$953	\$963
2 nd Yr – per/course	\$989	\$1,002	\$1,012
3 rd Yr – per/course	\$1,036	\$1,049	\$1,060
Saturday Detention Monitors	\$38	\$38	\$39
Gradebook Software Coach	\$784	\$794	\$802
Minigrants Coordinator	\$2,029	\$2,054	\$2,075

APPENDIX F

OTHER SALARY APPROPRIATIONS

1. All Guidance Counselors will receive a stipend of \$6,164 for 2014-15, \$6,241 for 2015-16 and \$6,303 for 2016-17, except any Guidance Counselor hired after the 1993-94 school year shall receive a stipend as mentioned above or 6% of their contract salary, whichever is less. The Guidance counselor's work year shall be 10 days beyond the teachers' regular work year, which 10 days shall be scheduled either before the commencement of the teachers' work year or after the end of the teachers' work year. The scheduling of these days shall be at the discretion of the Administration.
2. Psychological Personnel shall receive a differential of \$1,840 for the 2014-15 school year, \$1,863 for 2015-16 and \$1,881 for 2016-17. The school psychologist administers a variety of tests, participates in conferences concerning pupils, advises parents, teachers and counselors. Effective September 1, 1995, new hires for the above positions shall not receive a differential.
3. Special Assignment Personnel receive a differential of \$1,589 for the 2014-15 school year, \$1,609 for 2015-16 and \$1,625 for 2016-17. These are speech therapists and one consultant assigned to vision testing and sight saving. Effective September 1, 1995, new hires for the above positions shall not receive a differential.
4. Substitute's pay is \$75 for grades K-8 and \$90 for grades 9-12. If the substitute teaches at the same position for thirty days, he/she will be placed on the base of his/her pay schedule.
5. Homebound instruction is provided for pupils who are too ill to attend school but who, upon recommendation by a physician, may be well enough to be taught at home. The hourly rate of pay for homebound teachers for the 2014-15 school year is \$35.92; \$36.37 for the 2015-16 school year; and \$36.74 for the 2016-17 school year.
6. The stipend for Subject Area Coordinators shall be \$4,411 in 2014-15, \$4,466 for 2015-16, and \$4,511 for 2016-17.

7. The hourly rate of pay for primary summer school teachers shall be a minimum of \$28.74 for 2014-15, \$29.10 for 2015-16, and \$29.39 for 2016-17.
8. The hourly rate of pay for adult education teachers shall be a minimum of \$28.74 for 2014-15, \$29.10 for 2015-16 and \$29.39 for 2016-17.
9. The stipends for the Writing Assessment Coordinator and the Math Assessment Coordinator shall be \$3,139 for 2014-15, \$3,179 for 2015-16 and \$3,210 for 2016-17.
10. The stipends for the Computer Coordinator, Media Coordinator, the Reading Coordinator and Adult Education Coordinator shall be as follows:

	<u>2014-15</u>	<u>2015-16</u>	<u>2016-17</u>
Computer Coordinator*	\$16,038	\$16,238	\$16,400
Media Coordinator*	\$13,593	\$13,763	\$13,901
Reading Coordinator*	\$13,802	\$13,974	\$14,114
Adult Education Coordinator *	\$18,138	\$18,365	\$18,548

* Works twenty (20) days beyond the regular teacher work year.

11. The stipend for Department Heads shall be \$4,272 for 2014-15, \$4,325 for 2015-16, \$4,368 for 2016-17.
12. The stipend for Program Liaison shall be \$3,242 for 2014-15, \$3,283 for 2015-16, \$3,316 for 2016-17.

APPENDIX G

SCHOOL CALENDAR 2014-15, 2015-16, 2016-17

Milford, Connecticut

Once adopted by the Board, the Superintendent shall forward copies to the Association President.

APPENDIX H

SCHOOL DAY

2014-17

Student School Day – Starting and Dismissal Times

School	Starting Time	Dismissal Time
High Schools		
Jonathan Law	7:20 a.m.	1:58 p.m.
Joseph A. Foran	7:20 a.m.	1:58 p.m.
The Academy	7:30 a.m.	12:30 p.m.
Middle Schools	7:50 a.m.	2:35 p.m.
Elementary Schools		
K-2	8:50 a.m.	3:35 p.m.
3-5	8:20 a.m.	3:05 p.m.
Orange Ave Pre-K (AM)	8:15 a.m.	11:00 a.m.
Orange Ave Pre-K (PM)	12:00 p.m.	3:00 p.m.

Once the times are established for the years 2014-15, 2015-16 and 2016-17, the Superintendent shall notify the Association President.

APPENDIX I

PROTECTION OF TEACHERS (STATUTE)

Section 10-235--Protection of Teachers and Employees in Damage Suits

Each board of education shall protect and save harmless any member of such board or any teacher or other employee thereof or any member of its supervisory or administrative staff, and the state board of education, the board of trustees of each state institution and each state agency which employs any teacher, and the managing board of any public school, as defined in Section 10-161 shall protect and save harmless any teacher employed by it, from financial loss and expense, including legal fees and costs, if any, 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 provided such teacher, member or employee, at the time of the accident resulting in such injury, damage or destruction, was acting in the discharge of his duties within the scope of his employment or under the direction of such board of education, board of trustees, state agency, department or managing board. For the purposes of this section, the term "teacher" shall include any student teacher doing practice teaching under the direction of a teacher employed by the town board of education or by the state board of education.

APPENDIX J

Milford Benefit Comparison-Group#001016-122
Century Preferred BlueCare POE
eff 09/01/11

Milford Benefit Comparison-Group#001016-122
Century Preferred BlueCare POE
eff 09/01/13

APPENDIX K

ADDITIONAL STIPENDS

	<u>2014-15</u>	<u>2015-16</u>	<u>2016-17</u>
<u>High School</u>			
Senior Class Advisor	\$2,115	\$2,142	\$2,163
Junior Class Advisor	\$1,696	\$1,717	\$1,735
Sophomore Class Advisor	\$768	\$778	\$785
Freshman Class Advisor	\$577	\$585	\$590
Natural Helpers	\$577	\$585	\$590
National Honor Society	\$577	\$585	\$590
Best Buddies	\$577	\$585	\$590
Academic Clubs such as Math Club, Latin Club, etc.	\$577	\$585	\$590
Special Education Team Leader	\$2,115	\$2,142	\$2,163
Arts/PE/Health Team Leader	\$2,115	\$2,142	\$2,163
Vocational (Tech Ed, Business Ed, Family Life) Team Leader	\$2,115	\$2,142	\$2,163
SCC League Activity Coordinator	\$2,115	\$2,142	\$2,163
<u>Elementary Schools</u> (with more than 425 students)			
Data Team Leader	\$577	\$585	\$590
<u>Homebound Site Supervisor</u>	\$2,006	\$2,031	\$2,052