

AGREEMENT

BETWEEN

**NEW MILFORD
BOARD OF EDUCATION**

AND

**NEW MILFORD
SCHOOL ADMINISTRATORS ASSOCIATION**

July 1, 2023 through June 30, 2026


2023 SEP 15 A 8:31

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This Agreement is made and entered into by and between the Board of Education of the Town of New Milford, Connecticut and the New Milford School Administrators Association.

ARTICLE I
RECOGNITION

1. The Board recognizes the Association as the exclusive representative of all administrative employees. For the purpose of this Agreement "administrative employees" are those certified professional employees of the New Milford Board of Education who are employed in positions requiring an intermediate administrator or supervisor certificate, or the equivalent thereof, and are not excluded from the purview of Sections 10-153a to 10-153n, inclusive, of the Connecticut General Statutes.
2. Agency Shop
 - a) Within thirty (30) days after employment, all members of the bargaining unit shall have the opportunity to join the Association to pay a service fee, or to do neither. Any administrator who elects to join the Association or to pay a service fee shall execute an authorization permitting the deduction of union dues or service fees.
 - b) As a condition of the effectiveness of this Article, the Association agrees to indemnify and save the Board harmless against all claims, demands costs, suits, or other forms of liability and all court or administrative agency costs, including the Board's reasonable attorney's fees, that may arise out of, or by reason of, action taken by the Board for the purpose of complying with this Article.
 - c) The Board will make payroll deductions for union dues or service fees for each employee who submits a written authorization and will remit the same to the Association's Treasurer on a monthly basis.

ARTICLE II
BOARD'S RIGHTS

Except as expressly provided otherwise by the specific terms of this Agreement, the Board, acting through itself or through the Superintendent or his designee, has and will continue to retain, whether exercised or not, the right, responsibility and prerogative to direct the public school system of the Town of New Milford in all its respects, included but not limited to the operation of the schools, the direction of the professional staff and the power and authority conferred upon the Board by law. No action taken by the Board pursuant to this Article, other than in direct contravention of an explicit provision of this Agreement, will be subject to the grievance and arbitration procedure hereof.

ARTICLE III
NEGOTIATION PROCEDURE

Normally, it is agreed that all Association activity concerning matters of negotiations shall be held before or after school hours, not during the school day.

ARTICLE IV
SAVINGS CLAUSE AND HOLDOVER

1. Savings Clause

If any provision of this Agreement is, or shall at any time be found contradictory to law, then such provision shall not be applicable or performed or enforced, except to the extent permitted by law, and the Association and the Board shall jointly consider the effect of such findings and determine future action, if any, with respect to the area of such provision. In the event that any provision of this Agreement is, or shall at any time be contrary to law, all other provisions of this Agreement shall continue in effect.

2. Holdover

In the event that the Board and the Association shall fail to secure a successor agreement prior to the termination of this Agreement, the Association and the Board agree to extend the duration of this Agreement for any period not to extend beyond the date of the execution of a successor agreement. The Board agrees to continue all benefits, financial and otherwise. Notwithstanding the preceding, or any contractual provision, past practice, or case law allowing action to the contrary, no wage increases, by way of step increase or otherwise, will be paid after the expiration of this contract. Payment of any such wage increases, and whether they would be retroactive, will be determined as part of the negotiations for a successor agreement.

ARTICLE V
WORKING CONDITIONS

1. All administrators are employed from July 1 of a given year until June 30 of the following year, hereafter referred to as the calendar year.

2. Work Year and Vacations

- a) High School, Middle School, Intermediate, and Elementary School Principals and the Special Services Director will work a 52 week year, beginning on July 1st, with these exceptions:
 - i) the holidays listed in section 3 below;

- ii) twenty (20) vacation days per year, not to be accumulated or carried over without the written approval of the Superintendent.
- b) High School, Middle School, Intermediate School and Elementary School Assistant Principals, the Athletic Director, and the Supervisor of Special Education will work a 50 week year, with these exceptions:
 - i) the holidays listed in section 3 below;
 - ii) twenty (20) vacation days per year, not to be accumulated or carried over without the written approval of the Superintendent.
- c) The actual schedule of vacations will be subject to the approval of the Superintendent of Schools. No vacation time will be taken by any administrator on a school day without first obtaining the specific approval of the Superintendent of Schools. Further, in any year in which a retreat or other training is scheduled by the Administration, vacations will not be permitted that conflict with such training or retreat days. The retreat or training days will be consecutive and will be scheduled and announced no later than April 15th. Fifty (50) week a year administrators shall submit their requests for their ten (10) unpaid days off, at the same time vacation requests are submitted, as set forth above.
- d) If an administrator is assigned to work by the Superintendent on one or more days that were intended to be used as vacation days, and if, as a result, the number of vacation days taken by the administrator for the year is less than that prescribed by this Agreement, the administrator shall be compensated for such days at his/her per diem rate. The number of such days shall not exceed five (5) in any single fiscal year. Alternatively, the administrator may carry over up to five (5) vacation days in any one fiscal year to the next fiscal year. At no time shall an administrator be permitted to accumulate more than five (5) days beyond the contractual allotment of vacation days in any one fiscal year.
- e) Every effort will be made to schedule items involving administrators early on the agenda at Board meetings.
- f) All high school administrators are required to attend the high school graduation.

3. Holidays

All administrators are granted the following days as holidays:

Independence Day	New Year's Day
Labor Day	Martin Luther King Day
Yom Kippur*	Presidents' Day
Rosh Hashanah*	Good Friday
Columbus Day	Memorial Day

Veterans' Day*
Thanksgiving Day
Day after Thanksgiving
Day before Christmas*
Christmas Day
Day after Christmas*
2nd Day after Christmas*

* providing school is not in session

4. Sick Leave

- a) Administrators will be granted an accrued sick leave at the rate of:
 - i) High School, Middle School,
Intermediate School and Elementary School
Principals and the Special Services Director 18 days per year
 - ii) High School, Middle School,
Intermediate School and Elementary
Assistant Principals and Director of Athletics
and Supervisor of Special Education 17 days per year

Except as provided above, administrators will have their accumulated sick leave capped at two-hundred (200) days. Administrators who have already accrued in excess of two-hundred (200) days of sick leave effective July 1, 2023, shall not forfeit accrued sick leave as a result of this provision, but shall not be eligible to accrue beyond such amount once existing accrued sick leave is utilized.

- b) An administrator who is absent because of illness shall file a signed absence slip with the Superintendent. A physician's statement shall be required if deemed necessary.
- c) Up to five (5) sick days each year may be used to care for a family member who is domiciled with the administrator and who is ill.
- d) For every year an administrator does not use a sick day, two (2) days will be added to a retirement bank for the administrator and paid at the administrator's per diem rate upon retirement pursuant to the Connecticut State Teachers' Retirement Act. This provision is not retroactive to years before July 1, 1998. There shall be no accrual of this benefit after June 30, 2014.

5. Personal Days

- a) All administrators shall be entitled to four (4) personal days each year.
- b) All requests for personal days will be made on the proper electronic form which will be submitted to the administrator's immediate supervisor, at least twenty-four

(24) hours in advance whenever feasible. All such requests are subject to the approval of the Superintendent of Schools.

c) Up to an additional five (5) days each year will be granted for the death of an immediate family member or of a household member. "Immediate family" shall include the following: parent, grandparent, grandchildren, sister, brother, spouse, children, step-children who were raised by the administrator, mother and father of spouse or domestic partner consistent with law. Where an employee was the primary caregiver for a family member not listed, the Superintendent may, in exceptional circumstances, permit bereavement leave pursuant to this article.

6. Termination of Employment

a) In the event of termination of employment by either the Board or by an administrator prior to the termination of his or her contract because of release from duties, resignation, retirement or death, remuneration for unused vacation days shall be paid to the administrator or his/her estate. Unused vacation day remuneration shall be determined by prorating to the effective date of such termination based upon the following formulae:

$$\text{Unused Vacation Remuneration} = \frac{\text{Number of days worked since July 1}}{\text{Total work days from July 1 to June 30}}$$

x number of vacation days per contract (less any vacation days previously taken) x per diem pay

$$\text{Per diem pay} = \frac{\text{annual salary}}{\text{number of work days per contract}}$$

If the cause of the termination is resignation, the administrator agrees to notify the Superintendent of his/her intent to resign thirty (30) days prior to the fact.

7. Sabbatical Leaves

a) After seven (7) years of continuous service in the New Milford Public Schools, an administrator may apply for a sabbatical leave of up to one year at ¾ of his or her annual salary at the time of sabbatical leave.

b) Sabbatical leave salary shall be paid on the regular pay days during the period of leave.

c) An administrator whose employment by the Board shall terminate prior to complete payment of the sabbatical leave pay shall be entitled to receive only those installments of such pay as become payable prior to the date of such termination. If the terms of the sabbatical are not fulfilled by the administrator,

the administrator's contract may, in the discretion of the Board of Education, be terminated and/or that administrator may be required to pay back to the Board, at its discretion, monies for salary and/or benefits received by that administrator during the duration of the sabbatical.

- d) As a condition to the granting of a sabbatical leave, an administrator shall agree in writing to return to employment in the New Milford Public School System for a period of three (3) school years upon conclusion of the sabbatical leave, or, in the alternative, to reimburse the Board of Education for all payments made by the Board during the sabbatical leave. Further, the administrator shall execute a promissory note payable to the New Milford Board of Education in an amount equal to the total payments the administrator will receive while on such leave. The terms of the note shall state that if an administrator chooses not to return to employment for three (3) school years upon expiration of the leave, the administrator shall be financially responsible to reimburse the Board all monies received while on sabbatical leave on a prorata basis, that is, one third for each year of the three (3) year commitment.
 - e) Such leave shall be for study sponsored by a college or university for which it gives credit and will be directly related to the position held by the applicant, or leave shall be to participate in an activity which will benefit the New Milford Public Schools.
 - f) Applicants will be screened by a committee consisting of the Superintendent, Assistant Superintendent and one member of the Association to be chosen by the Association. Sabbatical applicants are not eligible to serve on the screening committee the year they apply for a sabbatical. The Board will take the committee's recommendation into consideration. Granting of applications for sabbatical leave shall be at the discretion of the Board. In no event shall leave be granted to more than two administrators during any one year.
 - g) Applications for sabbatical leave shall be submitted in writing, on forms provided by the Superintendent of Schools not later than November 1st of the school year prior to the school year in which the sabbatical leave is to be taken.
 - h) The returning administrator will submit a report in writing to the Superintendent of Schools no later than November 1st of the year he/she returns. The report shall include an explanation of studies or activities and their relation to the administrative position held.
 - i) If an application for sabbatical leave is not accepted, the applicant will be notified in writing of the reasons it was not granted.
8. Method of Payment. Administrators' salaries as contained in Appendix A shall be paid in twenty-six (26) equal biweekly payments during each contract year (i.e. July 1 – June 30). All administrators shall be paid via direct-deposit.

9. Severance Pay Upon Retirement. There shall be no severance pay for retiring administrators with the exception of any Early Retirement Incentive Program that may be offered from time to time at the discretion of the Board.

ARTICLE VI
ADMINISTRATIVE VACANCIES

1. All available administrative vacancies shall be published within the District prior to publication with outside agencies. Qualifications, duties and compensation should be clearly stated in the published material. Administrative appointments will be offered to the applicants who, in the judgment of the Board, are best qualified and will serve the best interests of the school system. If, in the opinion of the Board, two or more applicants are equal, the Board will consider length of service in the system and appoint administrators already in the system when, in the judgment of the Board, such appointment will be in the best interest of the school system. In the event an applicant currently in the employment of the New Milford Public Schools is not selected, the applicant will be notified and given written explanation of the reasons for the Board's decision if the applicant requests such a written explanation.
2. The Superintendent shall establish the starting salary of a new administrator consistent with the applicable salary schedule and the new administrator's education, certification and experience.

ARTICLE VII
REDUCTION IN ADMINISTRATIVE STAFF

1. It is recognized that the Board of Education has the sole and exclusive prerogative to eliminate certified staff positions consistent with the provisions of the state statutes, providing such elimination does not result in a failure in its duty as a state agency to implement the educational interests of the state.
2. Nothing in this Article is intended to abrogate the Board's right to dismiss or not re-employ administrators under Section 10-151 of the Connecticut General Statutes. The Article is limited to situations that require a reduction in the number of administrators employed by the Board as a result of a decline in student enrollment.
3. In the event that a decline in student enrollment necessitates a reduction in the number of administrators employed by the Board, administrators shall be given notice in compliance with the law. The Board will inform those administrators who will be terminated as early as possible.
4. Administrators terminated because of administrative staff reductions shall be placed on a re-appointment list and remain on such list for a period of two (2) years. Administrators

on the re-appointment list shall be notified via email of any available administrative or teaching vacancies in the system and shall be offered appointment to any such available vacant administrative or teaching positions within the endorsement areas of their Connecticut certification if qualified as determined by the Superintendent and which determination shall not be unreasonable. If the administrator does not exercise his/her right to accept within fifteen (15) calendar days from the date of the receipt of such notification the administrator will lose the right to accept the available vacancy or vacancies listed in the notification.

5. When a period of recall, as specified above, extends beyond the date of this contract, the recall date shall prevail.
6. When experience, certification and overall qualifications are considered by the Board to be equal, administrators with seniority will be separated last. Seniority shall commence to accumulate the date the administrator starts his/her job.
7. No administrator shall be recalled to a position of greater rank, compensation or authority, or from a part time to a greater part time or full time position.

ARTICLE VIII **PERSONNEL FILES**

Each administrator shall have the right, upon request, to review all the contents of his/her own personnel files maintained at the administrator's school or at the central office in accordance with the law. A representative of the Association may, at the request of the administrator, accompany the administrator in this review.

Any complaint by a parent of a student or any person, directed toward an administrator and deemed serious enough to become a matter of formal record shall be promptly called to the administrator's attention. Administrators are entitled to know the identity or source of all complaints included in the administrator's personnel file, unless the law requires otherwise.

When material derogatory to an administrator's conduct, service, character or personality is placed in the administrator's personnel files, the administrator will be so notified and given the opportunity to include a rebuttal statement.

Any anonymous, written information about a member of the Association that may be received by the Superintendent or a member of the Board of Education will be given to the administrator in question. Anonymous communication, whether received verbally or in writing, will not be placed in an administrator's file or used as the basis for any evaluation or other employment decision.

ARTICLE IX
GRIEVANCE PROCEDURE

Any action by the Board or its designees which, in the opinion of the grieved party, is in violation of an express and specific provision of this Agreement is subject to grievance by that party. Any administrator who is of the opinion he/she has a claim arising from the implementation of this Agreement has the right to seek redress through the grievance procedure outlined below. No one may act to deter an administrator from using the grievance procedure, and no administrator's professional status will in any way be affected by his/her use of the grievance procedure. The administrator's right to representation at any and every stage of the grievance procedure is guaranteed. An administrator may select any Association representative to represent him/her, and will designate which Association representative will serve as spokesperson for communications with the Board. Any administrator in the New Milford School System may serve as a representative without prejudice or loss of salary. "Association representative" shall mean a member of the New Milford School Administrators Association and/or a representative of the Connecticut Federation of School Administrators and/or a Connecticut Federation of School Administrators attorney.

1. **Time Limits**

- a) "Days" shall mean calendar days.
- b) A grievance must be initiated at the Informal Procedure no later than seven (7) days from the date of the occurrence of the event(s) giving rise to the grievance.
- c) Time limits may be extended by the mutual written agreement of the parties.

Definitions

- a) "Grievance" as defined above, shall also include a claim by a grievant that there has been a failure to follow the established procedures of the school district's evaluation program, including support; notwithstanding any provision herein to the contrary, such claim shall be arbitrable and may be submitted to arbitration.
- b) "Grievant" shall mean any certified professional employee member of this bargaining unit and may include a group of administrators similarly affected by a grievance.

2. **Informal Procedure**

- a) If an administrator feels he/she may have a grievance, he/she should first discuss the matter with his/her immediate supervisor in an effort to solve the problem informally.
- b) The immediate supervisor will, within five (5) days of the meeting, give an answer to the administrator involved.

3. Formal Procedure

- a) If the grievance is not satisfactorily settled at the informal stage, the administrator, within two weeks after receipt of the answer in 1.b. (above), may make a written appeal to the Superintendent of Schools. The Superintendent will review the appeal. Within fifteen (15) days of having received this request for appeal, the Superintendent will send a copy of the decision to the administrator.
- b) Within two weeks after receipt of the written decision in 2.a. (above), the administrator may appeal the decision of the Superintendent to the Board of Education. The Board will, with all due dispatch and in no event later than sixty (60) days of receipt of the appeal, examine the records of the matter, schedule a meeting for the presentation of the grievance by the Association representative and the administrator involved, reach a decision and notify, in writing, the Superintendent and the Association representative and the individual involved of its decision.
- c) Within a two (2) week time limit after receipt of the Board's decision, the Association may appeal the decision of the Board to arbitration under the Voluntary Labor Arbitration Rules of the American Arbitration Association. The Board and the Association will share the cost of the arbitrator equally, including one chosen by their mutual agreement as provided for below. The decision of the arbitrator shall be binding unless the same is contrary to the law. No grievance will be submitted to arbitration and no grievance will be arbitrable, unless it actually involves the interpretation or application of an express and specific provision of this Agreement. Further, the arbitrator will only have the authority to determine whether the Board violated an express and specific provision of this Agreement and if so, to provide a remedy or relief, but will not have the authority to add to, detract from or modify any such provision of this Agreement. Nothing herein shall preclude the parties mutually to agree to an arbitrator of recognized expertise.
- d) Nothing included herein is intended to prevent the administrator or any parties involved from access to the courts at any stage of these proceedings.

ARTICLE X
INSURANCE

The Board shall provide the following group insurance benefits to the individuals covered by the Association, provided the individuals meet all the conditions of the insurance companies and apply for same.

1. Single, two-person and family group medical, and prescription drug will be provided through the SPP 2.0 blended rate plan and dental coverage for each employee and his/her

eligible dependents through the self-insured plan. The schedule of benefits for the health plan is outlined in Appendix B. The schedule of benefits for the dental plan is outlined in Appendix C.

Employees electing to participate in such coverage shall share in the premium cost as follows:

2023-2024 25.5% of the (current year) allocation rates for individual, two person and family coverage.

2024-2025 26% of the (current year) allocation rates for individual, two-person and family coverage.

2025-2026 26.5% of the (current year) allocation rates for individual, two-person and family coverage.

2. IRC Section 125 Plan. The Board shall maintain a "Section 125" Salary Reduction Agreement for the purpose of enabling eligible Administrators to divert a portion of their gross salaries, prior to reduction for federal income or social security taxes, into an account from which, during the course of the Plan Year, they can be reimbursed for Health Care costs and Dependent Care costs they or their covered dependents incur that are not covered by the Health Insurance Plans described in the Agreement between the Board and the Association, including, but not limited to, their share of the premium costs for such Plans. The Board makes no representations or guarantees as to the initial or continued viability of such a Salary Reduction Agreement, and shall incur no obligation to engage in any form of impact bargaining in the event that a change in law reduces or eliminates the tax exempt status of employee insurance premium contributions. So long as the Board makes a good faith effort to comply with this paragraph, neither the Association nor any administrator covered by this Agreement shall make any claim or demand, nor maintain any action against the Board or any of its members or agents for taxes, penalties, interest or other cost or loss arising from a flaw or defect in the Salary Reduction Agreement, or from a change in law which may reduce or eliminate the employee tax benefits to be derived therefrom. This waiver on the part of the Association shall not extend to acts which may be committed by the Board or its agent(s) other than the furtherance of the I.R.C. Section 125 Plan.
3. Group Life Insurance: for the amount three (3) times the administrator's salary rounded to the nearest \$500.
4. Long Term Disability Insurance: Long Term Disability coverage for administrators who become totally and permanently disabled in accordance with the following:
 - a) Monthly benefit payments equal to sixty-six and 2/3 (66-2/3%) percent of the administrator's monthly salary (annual salary divided by 12 months), up to a maximum benefit of \$7,000.00 per month provided the maximum monthly benefit from all sources will not exceed 70% of the administrator's monthly salary.

- b) Benefit payments to eligible administrators will begin after three (3) months of continued disability or the exhaustion of accumulated sick leave, whichever is later.
 - c) Benefit payments hereunder will be reduced by the amount of workmen's compensation benefits, if any, paid to or on behalf of the administrator and by the amount of any other benefit paid to or on behalf of the administrator per the benefit integration section of the Board's Long Term Disability Insurance Policy.
5. Disputes concerning payment or non-payment of benefits described above will be taken up by the administrator directly with the insurance carrier and will not be subject to the Grievance Procedure outlined in Article IX hereof. The Board will have the option to change carriers or to self-insure, in whole or in part, provided it does not reduce the level of benefits set forth above and further provided the new coverage includes at least 70% of the hospitals and physicians who were in the preferred provider network of hospitals and physicians that existed immediately before the change was made.
6. Upon retirement, any Administrator having completed twenty (20) full years of service in New Milford, and having either attained the age of sixty (60) or having satisfied the eligibility requirements for retirement benefits as defined by the Teachers' Retirement System as set forth in the Connecticut General Statutes, shall receive until death the group health insurance provided then currently employed members of the bargaining unit represented by the Association and, except as provided below, on the same terms and conditions as applicable to those currently employed. For those administrators affected by federal laws pertaining to membership in Medicare (with supplemental insurance), benefits will be made as identical as an independent insurance carrier may allow. In any event, the administrator will pay one hundred percent (100%) of the total premium paid by the Board for all coverage provided that administrator and his/her eligible dependents, including, but not limited to, the premium paid for providing Medicare and supplemental insurance, where applicable.
7. Annuity Payment In Lieu of Health Insurance.
- a) An employee who is eligible for two-person or family health insurance coverage offered by the Board pursuant to Article X, Section 1 above may voluntarily elect to waive all such coverage provided the employee presents proof of comparable alternative insurance through a plan that is not a Board-sponsored insurance plan.
 - b) The procedures to elect a waiver of health insurance coverage are as follows:
 - i. The employee must complete an appropriate waiver of insurance form and provide evidence of existing comparable alternative health insurance coverage. The form and the evidence of insurance coverage must be completed during the open enrollment period and submitted to the Board's Business Office.

- ii. The waiver of insurance shall be in effect for one year. Once the waiver form has been filed with the Board, the waiver shall continue to be in effect from year-to-year thereafter until the employee elects to reenroll in the health insurance plan pursuant to paragraph e) below.
- c) An employee waiving health insurance coverage shall be paid the sum of \$1,000 in the form of a tax-sheltered annuity to be paid in the month following the twelve month period in which the insurance coverage was waived.
- d) Newly hired employees electing to waive health insurance coverage may do so upon commencing employment with the insurance waiver taking effect on the normal effective date for health insurance coverage. The first annuity payment shall be made to the employee on a pro-rata basis.
- e) In the event an employee who has elected to waive health insurance coverage wishes to reinstate such coverage, the following shall apply:
 - i. Except as provided in ii. below, application for health insurance must be made during the enrollment period; coverage will be reinstated at the start of the next twelve month insurance period.
 - ii. An employee who loses alternative health insurance due to a “qualifying event” may request to reenroll in the Board’s health insurance plan. A request for reinstatement must be made in writing to the Business Office. Reinstatement of coverage shall be approved upon the employee’s submitting satisfactory proof of loss of alternative health insurance coverage due to a “qualifying event”. The health insurance will be reinstated as soon as the insurance provider is able to effectuate the coverage.
 - iii. Any employee who has waived insurance coverage and then loses alternative health insurance due to a “qualifying event” shall be entitled to a prorated annuity payment in the following year provided the coverage waiver was in effect for at least six months.
- f) The annuity payment in lieu of health insurance benefit set forth herein shall only be made available to those administrators who elected to waive Board-sponsored insurance and were paid an annuity for such waiver during the 2022-23 school year. All administrators hired on or after July 1, 2022 and administrators hired on or prior to June 30, 2022 and who did not elect to waive Board-sponsored insurance shall be ineligible for this benefit.

8. Part-Time Administrators

The Board shall contribute to the cost of insurance for administrators who are employed by the Board on a half-time or greater but less than full-time basis in a manner that corresponds to their less than full-time equivalent status. For instance, for an administrator who is employed on a .5 FTE basis the Board shall only be responsible for 50% of its full-time administrator insurance premium cost share with the remaining percentage paid for by the administrator if he or she elects to secure insurance benefits. Similarly, for an administrator who is employed on a .8 FTE basis the Board shall only be responsible for 80% of its full-time administrator insurance premium cost share with the remaining percentage paid for by the administrator if he or she elects to secure insurance benefits. Premium cost share payments for eligible less than full-time administrators shall be made through automatic payroll deduction. In providing such coverage the Board must adhere to all policy guidelines based on carrier requirements and policy. This provision shall not apply to administrators who were employed by the Board as an administrator on a less than full-time basis as of July 1, 2022.

ARTICLE XI
DEATH BENEFITS

In the event an administrator dies, the Board will continue to pay the administrator's salary to his/her estate for a period of thirty (30) calendar days immediately following the date of death.

ARTICLE XII
PROFESSIONAL MEMBERSHIPS

The Board shall pay for the memberships of administrators to a maximum of four applicable national professional associations and their Connecticut affiliates, subject to the approval of the Superintendent.

ARTICLE XIII
CONFERENCE ALLOTMENT

The Board will reimburse the administrator for all reasonable costs of lodging, meals and transportation to and from conferences, and registration fees for conference attendance. Administrators are to obtain the prior approval of the Superintendent or his/her designee in order to attend a conference or meeting on a school day and/or to receive reimbursement for expenditures for same as indicated above. All requests for reimbursement for conference expenses will be itemized and must receive the approval of the Superintendent. Mileage reimbursement should be at the current IRS level.

ARTICLE XIV
LONGEVITY PAY

The Board will compensate administrators with extended service to New Milford as either a teacher and/or administrator over and above the base salary as listed under Article XV plus any applicable degree increment as follows:

Period of Service	
After 15, 16, 17, 18 years of service	\$ 900
After 19, 20, 21, 22 years of service	\$1,000
After 23, 24, 25, 26 years of service	\$1,100
After 27, 28, 29, and over 30 years of service	\$1,200

No administrator hired after June 30, 2014, or a New Milford teacher who becomes an administrator after June 30, 2014, is eligible to receive longevity pay.

ARTICLE XV
COMPENSATION

1. Salary Credit for Advanced Degrees

An administrator who acquires a sixth year certificate or the equivalent of same if evidenced by a university official, will have \$1,500 added to his/her base salary. An administrator who acquires a doctorate from an accredited institution will have \$3,000 added to his/her base salary. An administrator who is already being paid an additional \$1,500 for a sixth year certificate will receive an additional \$1,500 only for the doctorate.

2. Administrators' salaries as contained in Appendix A shall be paid in twenty-six (26) equal biweekly payments during each contract year (i.e. July 1 – June 30). All administrators shall be paid via direct-deposit.

ARTICLE XVI
DISCIPLINE

No bargaining unit administrator shall be disciplined (except for oral reprimands) without just cause. Provided, however, that the provisions of Section 10-151 of the Connecticut General Statutes set forth the exclusive procedure for termination or non-renewal of contracts of employment.

ARTICLE XVII
DURATION

The provisions of this Agreement shall be effective as of July 1, 2023 and shall continue and remain in full force and effect through June 30, 2026.

[SIGNATURE PAGE FOLLOWS]

SIGNATURE BLOCK

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their proper officer, hereunto duly authorized, and their seals affixed hereto as of the date and year first above written.

Wendy Fenech
New Milford Board of Education

9/28/22
Date

Jennifer Chmielewski
New Milford School Administrators
Association

9/28/22
Date

APPENDIX A

NEW MILFORD SCHOOL ADMINISTRATORS ASSOCIATION
SCHEDULE OF BASE SALARIES

	<u>HIGH SCHOOL PRINCIPAL</u>	<u>MIDDLE SCHOOL PRINCIPAL</u>	<u>INTERMEDIATE SCHOOL PRINCIPAL</u>	<u>ELEMENTARY SCHOOL PRINCIPAL</u>
	<u>FISCAL YEAR 2023-2024</u>			
STEP 1	\$158,001	\$151,149	\$144,741	\$139,311
STEP 2	\$161,342	\$154,488	\$147,884	\$142,210
STEP 3	\$164,680	\$157,830	\$151,026	\$145,109
STEP 4	\$168,186	\$161,336	\$154,325	\$148,156
STEP 5	\$171,693	\$164,842	\$157,623	\$151,203
STEP 6	\$175,377	\$168,524	\$161,086	\$154,398
STEP 7	\$179,506	\$172,647	\$165,248	\$158,298

Employees not on maximum step shall advance one step.

FISCAL YEAR 2024-2025

STEP 1	\$161,161	\$154,172	\$147,636	\$142,097
STEP 2	\$164,568	\$157,578	\$150,842	\$145,054
STEP 3	\$167,974	\$160,987	\$154,047	\$148,011
STEP 4	\$171,549	\$164,563	\$157,412	\$151,119
STEP 5	\$175,126	\$168,139	\$160,775	\$154,227
STEP 6	\$178,884	\$171,894	\$164,308	\$157,486
STEP 7	\$183,096	\$176,100	\$168,553	\$161,464

Employees not on maximum step shall advance one step.

FISCAL YEAR 2025-2026

STEP 1	\$164,384	\$157,255	\$150,589	\$144,939
STEP 2	\$167,859	\$160,730	\$153,859	\$147,955
STEP 3	\$171,333	\$164,207	\$157,128	\$150,971
STEP 4	\$174,980	\$167,854	\$160,560	\$154,141
STEP 5	\$178,629	\$171,502	\$163,991	\$157,312
STEP 6	\$182,462	\$175,332	\$167,594	\$160,636
STEP 7	\$186,758	\$179,622	\$171,924	\$164,693

Employees not on maximum step shall advance one step.

APPENDIX A – Page 2
SCHEDULE OF BASE SALARIES

	HIGH SCHOOL ASST. PRINCIPAL AND MIDDLE SCHOOL ASST. PRINCIPAL (Hired Before 7/1/2008)	HIGH SCHOOL ASST. PRINCIPAL, MIDDLE SCHOOL ASST. PRINCIPAL AND GRADE 6-12 SPED SUPERVISOR (Hired On or After 7/1/2008)	INTERMEDIATE SCHOOL ASST. PRINCIPAL AND PREK-5 SPED SUPERVISOR	ELEMENTARY SCHOOL ASST. PRINCIPAL
		<u>FISCAL YEAR 2023-2024</u>		
STEP 1	\$130,448	\$127,483	\$124,515	\$122,785
STEP 2	\$133,269	\$130,220	\$127,170	\$125,334
STEP 3	\$136,091	\$132,957	\$129,824	\$127,881
STEP 4	\$139,055	\$135,834	\$132,613	\$130,558
STEP 5	\$142,018	\$138,711	\$135,401	\$133,235
STEP 6	\$145,131	\$141,730	\$138,328	\$136,046
STEP 7	\$148,955	\$145,465	\$141,974	\$139,578

Employees not on maximum step shall advance one step.

	<u>FISCAL YEAR 2024-2025</u>		
STEP 1	\$133,057	\$130,033	\$127,005
STEP 2	\$135,934	\$132,824	\$129,713
STEP 3	\$138,813	\$135,616	\$132,420
STEP 4	\$141,836	\$138,551	\$135,265
STEP 5	\$144,858	\$141,485	\$138,109
STEP 6	\$148,034	\$144,565	\$141,095
STEP 7	\$151,934	\$148,374	\$144,813

Employees not on maximum step shall advance one step.

	<u>FISCAL YEAR 2025-2026</u>		
STEP 1	\$135,718	\$132,634	\$129,545
STEP 2	\$138,653	\$135,480	\$132,307
STEP 3	\$141,589	\$138,328	\$135,068
STEP 4	\$144,673	\$141,322	\$137,970
STEP 5	\$147,755	\$144,315	\$140,871
STEP 6	\$150,995	\$147,456	\$143,917
STEP 7	\$154,973	\$151,341	\$147,709

Employees not on maximum step shall advance one step.

APPENDIX A – Page 3
SCHEDULE OF BASE SALARIES

<u>SPECIAL SERVICES DIRECTOR</u>	<u>ATHLETIC DIRECTOR</u>
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FISCAL YEAR 2023-24

STEP 1	\$143,243		\$116,989
STEP 2	\$146,385		\$119,352
STEP 3	\$149,529		\$121,714
STEP 4	\$153,432		\$124,193
STEP 5	\$157,335		\$126,673
STEP 6	\$160,195		\$129,274
STEP 7	\$163,757		\$132,603

Employees not on maximum step shall advance one step.

FISCAL YEAR 2024-25

STEP 1	\$146,108		\$121,829
STEP 2	\$149,313		\$124,239
STEP 3	\$152,520		\$126,648
STEP 4	\$156,501		\$129,177
STEP 5	\$160,482		\$131,706
STEP 6	\$163,399		\$134,359
STEP 7	\$167,032		\$137,755

Employees not on maximum step shall advance one step.

FISCAL YEAR 2025-26

STEP 1	\$149,030		\$124,266
STEP 2	\$152,299		\$126,724
STEP 3	\$155,570		\$129,181
STEP 4	\$159,631		\$131,761
STEP 5	\$163,692		\$134,340
STEP 6	\$166,667		\$137,046
STEP 7	\$170,373		\$140,510

Employees not on maximum step shall advance one step.

APPENDIX B

GROUP HEALTH INSURANCE: SPP 2.0

The health plan benefits shall be as set forth in the SPP effective on July 1, 2019, including any subsequent amendments or modifications made to the SPP by the State and its employee representatives. The administration of the SPP, including open enrollment, beneficiary eligibility and changes, and other administration provisions shall be as established by the SPP.

- a. The premium rates shall be set by the SPP. The parties acknowledge that the rate set by the SPP will be adjusted to achieve a blended rate to provide retired certified employees with insurance coverage at the same rate offered to active employees, as required by statute. The Union accepts the blended rate as calculated by the Employer's insurance consultant.
- b. The SPP contains a Health Enhancement Plan (HEP) component. All employees participating in the SPP are subject to the terms and provisions of the HEP. In the event SPP administrators impose the HEP non-participation or noncompliance \$100 per month premium cost increase or the \$350 per participant to a maximum of \$1400 family annual deductible, those sums shall be paid 100% in their entirety by the non-participating or non-compliant employee. No portion or percentage shall be paid by the Employer. The \$100 per month premium cost increase shall be implemented through payroll deduction, and the \$350/\$1400 annual deductible shall be implemented through claims administration.
- c. In the event any of the following occur, the Employer or the Union may reopen negotiations in accordance with mid-stream negotiation and arbitration provisions contained in the Connecticut General Statutes as to the sole issue of health insurance, including plan design and plan funding, premium cost share and/or introduction of replacement medical insurance in whole or in part:
 - i. If the SPP in its current form is no longer available; or if the benefit plan design of the SPP is modified as a result of a change to the State's collective bargaining agreement with SEBAC, if such modifications would substantially increase the cost of the medical insurance plan offered herein; and/or
 - ii. If Conn. Gen. Stat. Section 3-123rrr et seq. is amended, or if there are any changes to the administration of the SPP, or if additional fees and/or charges for the SPP are imposed so as to affect the Employer, any of which amendments, changes, fees or charges (individually or collectively) would substantially increase the cost of the medical insurance plan offered herein; and/or

- iii. If the cost of the medical insurance plan offered herein is expected to result in the triggering of an excise tax under The Patient Protection and Affordable Care Act (ACA; P.L. 111-148), as amended, inter alia, by the Consolidated Appropriations Act of 2016 (P.L. 114-113) and/or if there is any material amendment to the ACA that would substantially increase the cost of the medical insurance plan offered herein.
- d. In any negotiations triggered under subparagraph “c” above, the parties shall consider the health insurance set forth in the Collective Bargaining Agreement prior to 7/1/19 to be the baseline for such negotiations, and the parties shall consider the following additional factors:
- Trends in health insurance plan design outside of the SPP;
 - The costs of different plan designs, including a high deductible health plan structure.

Should such negotiations be submitted to arbitration for resolution, the arbitration panel shall consider the foregoing when applying the statutory criteria in making its ruling.

**APPENDIX C
FLEX DENTAL PLAN**

FLEX DENTAL PLAN

HOW IT WORKS

This dental plan provides coverage for a wide range of dental services up to \$1,000 per insured person per calendar year for the services listed below.

DIAGNOSTIC & PREVENTIVE SERVICES

Payable at 100% of usual, customary and reasonable charges at participating dentists:

- Initial oral exams - 1/36 months
- Periodic Oral exams – 2/Year
- Prophylaxis – 2/Year
- Topical application of fluoride - 2/Year to age 19
- Space maintainers to age 19
- X-rays
- Emergency Treatment

BASIC SERVICES

Payable at 80% of usual, customary and reasonable charges at participating dentists:

- Fillings
 - Root canals
 - Stainless steel crowns (Primary Teeth)
- Deductible: \$ 50 Individual
 \$ 150 Family
- Extractions
 - Oral Surgery
 - Repair of dentures – 1/Year
 - Relining of dentures – 1/ 2 Years
 - Recement crown
 - Recement bridge
 - Repair bridge

MAJOR SERVICES

Payable at 50% of usual, customary and reasonable charges at participating dentists:

- Crowns - 1/Tooth/5 Years
 - Post and core - 1/Tooth/5 Years
 - Inlays - 1/Tooth/5 Years
 - Onlays - 1/Tooth/5 Years
 - Periodontics
 - Prosthodontics - 1/Tooth/5 Years
- Deductible: \$ 50 Individual
 \$ 150 Family

NEW MILFORD PUBLIC SCHOOLS

Office of the Superintendent

50 East Street

New Milford, Connecticut 06776

(860) 355-8406 FAX (860) 210-4132



JeanAnn C. Paddyfote, Ph.D.
Interim Superintendent of Schools

September 29, 2022

Ms. Noreen Prichard
Town Clerk
Town of New Milford
10 Main Street
New Milford, CT 06776

Dear Ms. Prichard:

Attached is a signed copy of the Agreement Between the New Milford Board of Education and the New Milford School Administrators Association. This Agreement has been properly ratified by the members of the Association and the New Milford Board of Education, as indicated by the signatures of Mrs. Jennifer Chmielewski and Mrs. Wendy Faulenbach.

Please place this Agreement on file for public inspection as required by state law.

Thank you for your attention.

Very truly yours,

A handwritten signature in cursive script that reads "JeanAnn C. Paddyfote".

JeanAnn C. Paddyfote, Ph.D.
Interim Superintendent of Schools

JACP/ps
Attachment