

AGREEMENT BETWEEN

THE MADISON BOARD OF EDUCATION

And

THE ASSOCIATION OF MADISON ADMINISTRATORS

Effective

July 1, 2018 – June 30, 2021

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## ARTICLE I

### Recognition Clause

- A. The Board recognizes the Association of Madison Administrators hereinafter called the Association for the purpose of professional negotiations as the exclusive representative of the certified professional employees of the Board, below the rank of Assistant Superintendent and excluding the Director of Special Education and business managers, employed and engaged in administrative or supervisory positions requiring an administrative or supervisory certificate.
- B. During the term of this agreement, the Board will not negotiate with any individual or organization of Administrators, other than the Association of Madison Administrators, as long as said Association retains organizational recognition status.

## ARTICLE II

### General Provisions

- A. It is understood that Administrators shall continue to serve under the direction of the Superintendent of Schools and in accordance with Board and Administrative policies, provided that the provisions of this agreement shall supersede and prevail over any conflicting provisions.
- B. Administrators shall have the opportunity to review and discuss any evaluation reports with their supervisor(s) prior to submission to the Board of Education. Administrators shall have the opportunity to affix a written attachment as deemed appropriate by said Administrator to the evaluation report.
- C. If any portion of this agreement is ruled invalid for any reason, the remainder of the agreement shall remain in full force and effect. The Administrator evaluation should be subject to the provisions of P.A. 04-137, Teacher Evaluation.

## ARTICLE III

### Grievance Procedure

#### **A. Grievance**

A grievance is a claim based upon an event or condition which affects the welfare or conditions of employment of an Administrator or group of Administrators and/or the interpretation or application of a specific provision of this agreement.

#### **B. Purpose**

The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to problems which may arise affecting the welfare or working conditions of Administrators. Both parties agree that proceedings shall be kept as confidential as is appropriate.

#### **C. Definitions**

1. Grievant shall mean any member of the bargaining unit, or a group of bargaining unit members similarly affected by a grievance, seeking recourse under the terms of this article.

2. During the school year, "days" shall mean days when school is in session. During the summer vacation, "days" shall be all days of the work week.

#### **D. Time Limits**

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each step shall be considered as a maximum. The time limits specified may however, be extended by mutual written agreement.

If a grievance in writing is not filed within thirty (30) days after the grievant knew or should have known of the act or conditions on which the grievance is based, then the grievance shall be considered to have been waived.

Failure by the grievant at any level to appeal a grievance to the next level within the specified time limits shall be deemed to be acceptance of the decision rendered at that level.

Failure by the Superintendent or the Board of Education to render his/her or its decision within the specified time limits shall be deemed to be an acceptance of the grievance.

#### **E. Procedure**

##### *1. Level One – School Superintendent*

a. If an Administrator feels that he or she may have a grievance, he or she may first discuss the matter with the Superintendent in an effort to resolve the problem informally.

b. If the Administrator is not satisfied with such disposition of the matter, he or she shall have the right to have the Association assist him or her in further efforts to resolve the problem informally with the Superintendent.

c. If the Administrator is still not satisfied with the disposition of the matter, he or she shall reduce the grievance to writing and submit it to the Superintendent. The Superintendent shall, within two (2) days of the filing of the grievance in writing, give a written answer with a copy to the Association.

### *2. Level Two – Board of Education*

a. If the grievant is not satisfied with the disposition of his or her grievance at Level One, he or she may, within seven (7) days after the decision, submit the grievance to the Board of Education. Either the Board or the Association may, at their own option, keep a full and accurate record of the hearing.

b. The Board of Education shall, within twenty (20) days after receipt of the grievance, meet with the grievant and with representatives of the Association for the purpose of resolving the grievance.

c. The Board shall, within three (3) days after such meeting, render its decision and the reasons therefore in writing to the grievant, with a copy to the Association.

### *3. Level Three – Arbitration*

a. If the grievant is not satisfied with the disposition of his grievance at Level Two, he or she may within three (3) days after the decision, request in writing to the President of the Association that his or her grievance be submitted to arbitration.

b. The Association may, within five (5) days after receipt of such request, submit the grievance to arbitration by so notifying the Board in writing, and by filing a demand for arbitration under the Voluntary Labor Arbitration Rules of the AAA which shall act as the Administrator of the proceedings.

c. The arbitrator shall have no authority to add to, subtract from, or in any way modify the terms of this Agreement and shall make the appropriate compensatory awards when necessary. The decision of the arbitrator shall be final and binding.

d. The costs for the services of the arbitrator shall be borne equally by the Board and the Association.

## **F. Rights of Administrators to Representation**

No reprisals of any kind shall be taken by the Board against any participant in the grievance procedure by reason of such participation.

Any grievant may be represented at Levels One and Two of the grievance procedure by a person of his or her own choosing. When a grievant is not represented by the Association, the Association shall be immediately notified and have the right to be present and to state its views at all stages of the procedure.

In the event that the Association shall not have elected to submit a grievance to arbitration, the grievant may submit his or her grievance to arbitration independently by following the procedures outlined above in lieu of the Association, provided, however, that in such case the costs for the services of the arbitrator shall be borne by the grievant.

**G. Miscellaneous**

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

Forms for filing and processing grievances and other necessary documents shall be prepared by the Association and the Superintendent and made available through the Association so as to facilitate operation of the grievance procedure.

The Superintendent and/or the Board shall have the right to file a grievance in writing with the Association of Madison Administrators and such grievance shall thereafter be processed in accordance with Level Two and the following steps of the Grievance Procedure. In the event a grievance filed by the Superintendent and/or the Board is submitted to arbitration, the Board shall pay the arbitrator's fee for such arbitration.

**ARTICLE IV**

**Successor Agreement**

- A. This agreement shall remain in effect until a successor agreement has been successfully negotiated. The Board agrees to open negotiations with the Association in accordance with applicable State Law.

**ARTICLE V**

**Administrative Compensation Contract Period and New Appointments**

- A. Administrative base salaries for 2018-2019, 2019-2020 and 2020-2021 are defined per Article XVIII.
- B. Longevity adjustments will be made to the base administrative salary in accordance with the following schedule:

6<sup>th</sup> through 10<sup>th</sup> year as an educator in Madison \$500

11<sup>th</sup> through 15<sup>th</sup> year as an educator in Madison \$800

16<sup>th</sup> through 20<sup>th</sup> year as an educator in Madison \$1,200

21<sup>st</sup> year and over as an educator in Madison \$1,700.

The Board of Education reserves the right to make new administrative appointments. The Board reserves the right to place new appointees at an appropriate level of the salary schedule based on the assessment of the Board on the appointee's experience, training and qualifications.

Adjustment will be made to Administrators' base salaries for degree status. A stipend of \$2,000 shall be added to the annual base salary for an earned doctorate, i.e., Ph.D. or Ed.D.

The annual contract period for each 12-month administrative position is fifty-two weeks. The annual contract period for each 10-month Administrator is forty-three weeks.

The work year for Administrators shall be defined per the following:

1. The work year for 12-month Administrators shall be all regular work days except for holidays as provided for in Article XIV, not to exceed fifteen (15) vacation days during the school year and the balance of the allotted vacation days during the summer recess, with such vacation days not to exceed sixty (60) days.

The per diem rate of a 12-month Administrator shall be based on the number of work days which shall be 230.

In years in which the number of work days exceeds 230, 12-month Administrators shall accrue an additional vacation day for each such day.

2. The work year for 10-month Administrators shall be all regular work days except for holidays as provided for in Article XIV and fifteen (15) days vacation, at least ten (10) of which are taken during school vacation periods. Such vacation days are not to exceed thirty (30) days.

C. Formulae for Determining Ten-Month and Twelve-Month Employee Salaries:

Ten-Month Employees

The number of work days for ten (10) month employees (200) shall be divided by the number of work days for twelve (12) month employees (230) and multiplied by the twelve (12) month salary for the appropriate position as delineated in Appendix A, B and C for the actual year of the contract. The employee shall receive 1/10<sup>th</sup> of the annual salary for each complete month worked including approved absences.

Twelve-Month Employees

The twelve-month employee shall receive one-twelfth (1/12) of the annual salary rate for each complete month worked, including approved absences.

## ARTICLE VI

### Parenthood Leave

A. Appropriately filed parenthood leave requests will be granted approval by the Superintendent of Schools.

1. Administrators must notify the Superintendent as soon as they are aware of the pregnancy so that arrangements may be made to properly staff the school.

Notice to the Superintendent must be accompanied by a statement from the Administrator's physician indicating the expected date of birth.

2. A recommended starting date of parenthood leave shall be indicated in the physician's statement to the Superintendent (Item 1). Insofar as possible, the Board will grant leaves effective on the date recommended. A subsequent request by an Administrator for a change in the recommended date must be supported by her physician's statement which indicates the desirability for such change.

3. Parenthood leave shall terminate, when in the opinion of her physician's written statement to the Superintendent, the Administrator is capable of resuming her full-time administrative duties. The effective date of reassignment to full-time administrative duties will be at the discretion of the Superintendent, taking into consideration the needs of students and the effective operation of the school program.

4. All Administrators on parenthood leave must apply for reinstatement within eighteen (18) months of the date the leave commenced. Failure to do so shall be considered a resignation. Any Administrator on parenthood leave who applies for reinstatement by March 1<sup>st</sup> shall be reinstated by September of that calendar year.

5. Accumulated Illness or Incapacity Leave (sick leave), as of the effective starting date of parenthood leave, will be charged against parenthood leave time and each Administrator will receive her full salary and fringe benefits for the period equal to the accumulated Illness or Incapacity Leave. After the Illness or Incapacity Leave has been exhausted, Administrators will continue on parenthood leave without salary or fringe benefits paid by the Madison Board of Education.

6. Upon return to work at the termination of parenthood leave, an Administrator will be placed in the salary step effective at the time of the commencement of the parenthood leave, provided she returns during the same school year in which parenthood leave commenced.

If the Administrator returns to full-time duties in a subsequent year, placement on the salary schedule will be determined by the quality of previous performance and will be at least at the same salary step as was effective at the commencement of parenthood leave. Benefits accumulated at the commencement of the leave, and not used during the parenthood leave period, shall be credited to the Administrator when she returns from parenthood leave.



7. The Board shall not be liable for any injuries suffered by a pregnant Administrator or the unborn child unless the Board has allowed the Administrator to continue to work following receipt of a physician's statement stating that the Administrator should be placed on a leave of absence for physical reasons. This clause shall not abrogate the rights of any Administrator under the law or other provisions of this agreement.
8. All insurance, retirement and other employee benefits shall continue in force for any employee on parenthood leave and shall be provided for by:
  - a. the Board during the period that accumulated Illness or Incapacity Leave is being charged to parenthood leave.
  - b. the individual through contributions made by the individual during the period not covered by accumulated Illness or Incapacity.

## ARTICLE VII

### Insurance Benefits

1. Change of Carriers/Funding Arrangements: The Board of Education will provide the following insurance coverage or its equivalent for members of the Association. Equivalent means similar in form and function and substantially equal in benefit coverage for Association members. The Association will be notified before implementation of any changes in insurance coverage.
2. Group Term Life Insurance: Two times base salary, including longevity, to the next higher thousand with a maximum benefit of \$350,000.
3. Group Long Term Disability: Participation in the Madison Town/Board of Education Long Term Disability Plan.
4. Group Medical:

The Board of Education will provide the employees with a HDHP/HSA with the following provisions:

High Deductible Health Plan (HDHP)/Health Savings Account () with a \$2000/\$4000 deductible with Board funding of 50% of the HDHP Deductible into the HSA on or about July 1st; For Medical Services 100% in-network coverage after satisfaction of deductible , 70%, out-of-network coverage with a \$3,000/\$6,000 in-network out of pocket maximum, out-of-network, \$4,000/\$8,000 out of pocket maximum. Once the deductible is reached, then following co-pays apply to the cost of in-network prescription drugs: \$10 retail generic; \$25 retail brand formulary; \$40 retail brand non-formulary; 30 day supply at retail; mail order maintenance drugs at 2X retail co-pay with a 90 day supply; see further details in the grid immediately below.

	<b>HDHP Plan</b>	
<b>Deductible</b>	\$2,000/\$4,000 Combined In/Out	
	In-Network You Pay	Out-of-Network You Pay
<b>Coinsurance</b>	0% Med	30% Med & RX
<b>RX</b>	Deductible then subject to Copays: \$10/\$25/\$40	Deductible then 30% (as any other expense)
<b>Coinsurance Max</b>	\$0 Medical  \$1,000/2,000 RX  Includes In-Network Post Ded. RX Copays	\$2,000/4,000  Includes OON Coinsurance
<b>Combined In/Out "Out-of-Pocket Max"</b>	\$5,000/\$10,000 (includes Deductible, In/Out Coinsurance and In-Net Post Ded. Rx Copays)	
<b>Preventive Care</b>	100% (Deductible does not apply)	Deductible then Coinsurance

100% of Board's HSA contribution funding will be deposited on or about July 1st of each year.

Employees enrolled in the HDHP but not eligible to participate in the HSA (for example due to Medicare enrollment or receiving medical services under or through the VA) may continue in the HDHP without any Board contribution into the HAS. However, the HDHP premium cost share shall be reduced by the dollar value of what the Board would otherwise have contributed into the HAS, but not to exceed the dollar value of the premium cost share.

5. Group Dental: Blue Cross Full-Service Dental with Riders A and C

6. Premium Share – All Coverages:

	<b>Life</b>	<b>LTD</b>	<b>Medical HSA/ HRA</b>	<b>Dental</b>
EE	0%	0%	<u>16.5%</u>	<u>16.5%</u>
EE + 1	---	---	<u>16.5%</u>	<u>16.5%</u> (Dependent portion)
Family	---	---	<u>16.5%</u>	<u>16.5%</u> (Dependent portion)

*Example: Single dental coverage premium of \$30.00 per month, and two-person dental premium of \$50.00 per month. Dependent portion is \$20.00 per month, paid 100% by the administrator.*

7. Section 125: The Board shall provide a Section 125 Premium Only Plan.

8. Notwithstanding the above, Administrators may elect to waive, all health and dental insurance (but not life or disability) coverage provided for under this Article VII, and in lieu thereof, may receive an annual payment of \$700 (individual coverage); \$900 (individual plus one); or \$1,200 (family). Payment to those employees waiving such coverage shall be made in equal payments during the months of February and June. Notice of intention to waive insurance coverage must be sent to the Superintendent or his designee not less than thirty (30) calendar days prior to the publicized enrollment period cut-off date; and may be subject to any regulations or restrictions which may be prescribed by the appropriate insurance carriers. Any Administrators may elect to resume Board provided insurance coverage effective the next enrollment period, upon written notice to the Board of Education, and subject, however, to any regulations or restrictions, including waiting periods, which may then be prescribed by the appropriate carriers, provided, however, that an Administrator may in extraordinary circumstances, re-enter the medical plan during the year upon review of the Superintendent. Any payment received by the Administrator in lieu of coverage will be discontinued and/or repaid to the Board. Extraordinary circumstances are those such as divorce, death, or loss of spousal employment which result in loss of the alternative insurance coverage because of which the Administrator discontinued coverage with the Board; but shall not include illness or injury. This waiver option is not available to retired Administrators.

10. Reopen Collective Bargaining Negotiations: The Association agrees to reopen collective bargaining negotiations relative to the provisions of this Article VII at any time during the term of this collective bargaining agreement, upon written request by the Board of Education, provided the Board of Education has negotiated a change to the insurance benefits provided to the teachers employed by the Madison Board of Education.

**ARTICLE VIII**

**Retirement Compensation**

A. Administrators shall receive compensation according to the following formula:

<b><u>Years of Service</u></b>	<b><u>% of Total Salary Compensation in Last Salary Year Applicable to Retirement Compensation</u></b>
16th through 20th year as an educator (10 of which shall have been in Madison)	10.0
21st through 25th year as an educator (10 of which shall have been in Madison)	12.5
26th through 30th year as an educator (10 of which shall have been in Madison)	15.0
31st and over (10 of which shall have been in Madison)	20.0

- B.
1. The maximum amount per annum receivable by a retiring Administrator of his/her estate is \$5,000 except in the fourth year of payments where the entire balance shall be paid.
  2. Where the balance due is greater than \$5,000, that balance shall be reduced by the largest increment possible of \$5,000 or whatever the lesser balance is.
  3. Where the balance due is less than \$5,000, the balance due shall be paid in one installment.
  4. The provisions of paragraphs B.1-B.3 shall be applicable in their entirety to Administrators covered under paragraph A. by mutual consent.

- C. An Administrator whose position has been eliminated due to a reduction in force is entitled to retirement compensation.
- D. An Administrator whose employment has been terminated for cause according to state statute shall not be entitled to retirement compensation. Termination for cause shall mean termination for reasons of inefficiency or incompetence, insubordination or moral misconduct, per Sec. 10-151, sub section (b), subdivision 1, 2, 3.

## **ARTICLE IX**

### **Retirement Benefits**

- A. Administrators retiring from Madison under provisions of the Teachers' Retirement Act may be continued in the Major Medical Insurance and Health Insurance group plans of the Board of Education. A dependent of such retired Administrator who was so listed prior to retirement may also be continued in the plans. At the time of retirement, also included in these group plans will be the unborn child of a retiring Administrator. This paragraph shall be consistent with the requirements of Connecticut General Statutes 10-183t.
- B. The premiums of such coverage shall be borne by the retiring Administrator by reimbursement of such cost to the Board of Education.
- C. The Board shall not make any contributions to the HSA for retirees.

## **ARTICLE X**

### **Sick Leave**

- A. All certified administrative professional personnel shall be granted annually eighteen days of sick leave with full pay cumulative from year to year, up to a maximum of two hundred thirty (230) working days.
- B. In case of personal illness where sick leave is exhausted, special salary treatment may be recommended to the Madison Board of Education by the Superintendent.

## **ARTICLE XI**

### **Sabbatical Leave**

- A. Administrative personnel in the Madison Public Schools, hired as an Administrator prior to July 1, 2012, may be granted a sabbatical leave for a year or a half-year. No

more than one Administrator at any one time will be granted sabbatical leave in any single school year.

- B. Each candidate must meet the following requirements:
1. The Administrator must be a full-time certified person who has been employed by the Madison Board of Education for seven consecutive years preceding the proposed sabbatical leave.
  2. The Administrator will return for a period of at least one year following the sabbatical leave. During a full year sabbatical leave, the Administrator will receive a stipend equal to three-fourths of the expected annual salary. During half-year sabbatical leave, the Administrator will receive a stipend equal to thirty-seven and a half of the expected annual salary amount. A greater stipend may be granted for a sabbatical leave at the discretion of the Madison Board of Education.
  3. An Administrator on sabbatical leave must inform the Superintendent, in writing, of his or her intent to resign from his or her position following sabbatical leave, per the terms delineated in Section B.2. Said notification must be received before February 1 of the work year following the sabbatical leave unless another date is agreed upon by the Board of Education and the individual on sabbatical leave.
- C. Administrators on sabbatical leave will advance on the salary schedule as if they were continuing to work in the Madison Public School System. Sick leave accumulated prior to the start of the sabbatical leave shall be retained.
- D. While on sabbatical leave, Administrators shall receive all benefits referred to in Articles VII and X of this agreement; except that, sick leave (Article X) will accumulate, but will not be paid during a sabbatical year.
- E. Qualified Administrators shall apply for sabbatical leave not later than four months prior to the planned commencement of said leave.
- F. Each sabbatical leave request will be reviewed by the Superintendent. Based on this review the Superintendent will submit his recommendation to the Board of Education for final action.
- G. Board action on sabbatical leaves shall be completed not later than forty-five (45) days after the application for leave.
- H. Extenuating circumstances may be cause for reconsideration of the time spans referred to in Items B (1), E and G above.

## ARTICLE XII

### General Leave Provisions

- A. Certain circumstances may warrant granting special leave, with or without pay, to administrative personnel. Such leave shall be at the discretion of the Board after consideration of the Superintendent's recommendation.
- B. An Administrator on General Leave must inform the Superintendent, in writing, of his or her intent to resign from his or her position following the General Leave. Said notification must be received before February 1 of the work year during the General Leave.

## ARTICLE XIII

### Leave And Funeral Leave

- A. Personal leaves without pay may be granted by the Superintendent to meet serious personal problems. The leaves provided under this Agreement shall be applied consistent with applicable state and federal law.
- B. Personal Leave
  - 1. Administrators will be allowed two (2) school days each year with pay to be used for personal business. The personal day provided herein is to be used to provide the Administrator with necessary time off in order to fulfill bona fide personal needs, such as the performance of legal, household or other business, which could not otherwise be legitimately performed outside the work day.
  - 2. Whenever practicable, the request for the personal time off will be filed with the Superintendent at least 48 hours prior to the time requested but in any event, all applications for such leave shall be in writing. Personal leaves shall not be requested as part of a vacation or taken the day prior to a vacation or holiday. In unusual circumstances where the provisions hereof cannot be met, the Superintendent may waive the conditions hereof.
  - 3. Special consideration will be granted by the Superintendent for religious observance upon request. Such day(s) will not be deducted from sick leave or from other personal leave days and will be granted with pay.
- C. Funeral Leave – Death in the Immediate Family
  - 1. A leave of absence not to exceed five (5) business days immediately following the date of death shall be granted to any Administrator whose wife, husband, father, mother, brother, sister, child, or in-laws dies. Such leave will be with pay.
  - 2. Time off to attend the funeral of other family members of close friends shall be granted. Such Leave shall be with pay not to exceed two (2) days per funeral.

**ARTICLE XIV**

**Holidays**

- A. Administrators in the Administrators bargaining unit shall be granted the following holidays during the work year:

LABOR DAY	NEW YEAR'S EVE DAY
THANKSGIVING	NEW YEAR'S DAY
DAY AFTER THANKSGIVING	GOOD FRIDAY
DAY BEFORE CHRISTMAS	MEMORIAL DAY
CHRISTMAS DAY	INDEPENDENCE DAY
TWO (2) FLOATING HOLIDAYS	MARTIN LUTHER KING

Permission to take floating holidays shall not be unreasonably withheld.

During the student calendar year, if a regularly scheduled school day is cancelled, Administrators will have the right to use a vacation or floating holiday without prior approval.

- B. Ten-month Administrators in the bargaining unit shall be granted the following holidays during the work year:

LABOR DAY	NEW YEAR'S EVE DAY
THANKSGIVING DAY	NEW YEAR'S DAY
DAY AFTER THANKSGIVING	MARTIN LUTHER KING DAY
DAY BEFORE CHRISTMAS	GOOD FRIDAY
CHRISTMAS DAY	MEMORIAL DAY
ONE (1) FLOATING HOLIDAY	

Permission to take floating holiday shall not be unreasonably withheld.

During the student calendar year, if a regularly scheduled school day is cancelled, it will not be a work day for a ten-month Administrator.



**ARTICLE XV**

**Accumulated Vacation Time**

Unused vacation days for twelve-month Administrators may be accumulated to a maximum of sixty (60) days as set forth below and taken upon the approval of the Superintendent at times not disruptive to the school system. Such approval shall not be unreasonably withheld.

- A. The current practice of twelve-month Administrators being allowed to accumulate up to sixty (60) days of unused vacation and being paid for any such accumulated unused vacation days at their per diem rate of pay, at the time of termination of employment, either voluntarily or involuntarily, shall continue and the per diem rate of pay would be computed on the basis of the average per diem during tenure in Madison as an Administrator.

New twelve-month hires (hired into the bargaining unit on or after July 1, 2012) may also accumulate up to sixty (60) days of unused vacation; and may, at the time of separation from the system, either voluntarily or involuntarily, be paid up to thirty (30) accumulated unused vacation days, and the per diem rate of pay would be based upon the current rate of pay.

New ten-month hires, hired as an Administrator after July 1, 2012, may also accumulate up to thirty (30) days of unused vacation; and may, at the time of separation from the system, either voluntarily or involuntarily, be paid for fifteen (15) accumulated unused vacation, and the per diem rate of pay would be computed at the current rate of pay.

Effective 7/1/06, new administrative hires will have their vacation days posted each year as follows:

	<u>Twelve Month Employees</u>	<u>Ten Month Employees</u>
7/1	7.5 vacation days	3.75 vacation days
10/1	7.5 vacation days	3.75 vacation days
1/1	7.5 vacation days	3.75 vacation days
4/1	7.5 vacation days	3.75 vacation days

Administrators hired before 7/1/06 will continue to have their vacation days posted on July 1 of each year.

**ARTICLE XVI**

**No Discrimination**

The Board and Association will comply with all applicable laws pertaining to discrimination because of age, sex, marital status, race, creed, color, national origin or sexual orientation.

## ARTICLE XVII

### Management Rights And Prior Practice

A. Except as is otherwise specifically provided in this Agreement, as the same may be amended from time to time, it is recognized that the Board has and will continue to retain, whether exercised or not, the right, responsibility and prerogative to direct the operation of the public schools in the Town of Madison including but not limited to the following: to maintain public elementary and secondary schools and such other education activities as in its judgment will best serve the interest of the Town of Madison; to give the children of Madison as nearly equal advantages as may be practicable; to decide the need for school facilities; to determine the need and program for the summer school, if any; to determine the maintenance and operation of buildings, lands, apparatus and other property used for school purposes; to determine the number, age and qualifications of the pupils to be admitted into each school; to employ, assign and transfer teachers, principals, and assistant principals or other certified personnel; to suspend or dismiss the teachers of the schools; to designate the schools which shall be attended by the various children within the town, to make such provisions as will enable each child of school age residing in the town to attend school for the period required by law and provide for the transportation of children wherever it is reasonable and desirable; to prescribe rules for management, studies, classification and discipline for the public schools; to decide the textbooks to be used; to make rules for arrangement, use and safe-keeping of the school libraries and to approve the books selected therefore and to approve plans for school buildings; to prepare and submit budgets and, in its sole discretion, expend monies appropriated by the town for the maintenance of the schools, and to make such transfers of funds within the appropriated budget as it shall deem desirable. These rights, responsibilities and prerogatives are not subject to delegation in whole or in part, except that the same shall not be exercised in a manner inconsistent with or in violation of any of the specific terms and provisions of this Agreement.

B. The Board retains all rights it had prior to entering relinquished in, abridged by, or in conflict with the other provisions of this Agreement.

C. Nothing in this Agreement shall be construed as abridging any right, benefit or privilege that certified administrative personnel have enjoyed heretofore, unless it is specifically stated that said practice has been superseded by a provision of this Agreement.

## ARTICLE XVIII

### Compensation / Base Salary

The Board of Education agrees to pay AMA members' base salary for the term of this contract per the following conditions:

1. Base salary shall refer to all compensation paid during the year including wages, longevity payment, degree status stipend and annuity payments deferred pursuant to Sections 403(b) and 414(h)(2) of the Internal Revenue Code of 1986.
2. Compensation for said annuity shall be contributed per the following:
  - a. On July 1 of each year of this contract, 2018, 2019 and 2020, the Board shall contribute \$5,000 to the tax-sheltered annuity designated by the Administrator. Administrators hired after July 1, 2012 will begin receiving the annuity upon the completion of five (5) years of administrative service in Madison Public Schools.
3. Compensation for wages shall be contributed per the conditions of Appendix A 2018-2019, Appendix B 2019-2020, Appendix C 2020-2021.
4. Compensation for longevity payment and degree status stipend shall be contributed per the conditions of Article V, Paragraph B.
5. IRS 457: The Board will offer employees the ability to participate in the State of Connecticut 457 Plan with employees making voluntary contributions to such plan consistent with legal requirements provided there shall be no cost to the Board of Education in the set-up, administration, and/or another component or requirement related to the plan.

## **ARTICLE XIX**

### **Reduction Of Administrative Staff / Elimination Of Positions**

- A. It is recognized that, under Section 10-200 and 10-4a of the Connecticut General Statutes, the Board of Education has the responsibility to maintain good public elementary and secondary schools and to implement the educational interests of the State. However, recognizing also that it may become necessary to eliminate certified staff positions when economic, pupil enrollment decline and other justifiable reasons dictate, the parties agree to the following criteria and procedure:
- B. If in the Board's opinion it is necessary to reduce the administrative staff within particular administrative classifications, it shall be on the basis of length of administrative service within the Madison Public Schools (seniority), certification, and qualifications.
  1. If Madison service as an Administrator is equal, the Administrator with the later date of appointment by the Board of Education will be released first.

2. If both of these criteria are equal, the Administrator with the least amount of Madison Service, including non-administrative service, will be released first.

C. In order to promote the orderly reduction in administrative personnel, the following procedure will be used:

1. Any Administrator relieved of his/her duties because of reduction of staff or elimination of position shall be assigned an administrative opening if one exists in his/her classification.

2. If there is no existing administrative opening in his/her classification and the displaced Administrator has the least seniority of those in his/her present classification, he/she will be offered an administrative opening, if one exists, in any other administrative classification for which he/she is certified and qualified; provided, however, such appointment does not constitute a promotion.

3. If an Administrator is relieved of his/her duties because of a reduction in staff or elimination of position and another administrative position is not otherwise available as aforesaid, he/she will be offered a teaching position for which he/she is certified, subject to, and consistent with, the reduction in force contract provision or policy then in effect relative to teachers.

4. The classifications are as follows:

- a. High School Principal
- b. Middle School Principal
- c. Director of Special Education (preK-12)
- d. Elementary Principal
- e. High School Assistant Principal
- f. Director of Guidance 5-12
- g. Middle School Assistant Principal, Director of Athletics 5-12
- h. Elementary Assistant Principal

5. If an Administrator is relieved of his/her duties because of a reduction in staff or an elimination of position and employed as a teacher, he/she will be given the experience credit on the salary schedule according to the teacher contract for his/her administrative and teaching experience within the school system and shall retain all accumulated sick leave providing the latter does not violate the Madison teacher's contract or pertinent state statutes, judicial or labor board decisions.

6. In the event an Administrator is displaced to a teaching position then, upon the happening of such event, the displaced Administrator shall be paid a Separation Allowance. This Separation Allowance will be paid for each of the two (2) contract years following the displacement in ten (10)

equal installments in each of the two (2) years commencing on September first of the first school year of displacement and computed annually as the difference between (a) the salary the displaced Administrator would have received as an Administrator during the first (1<sup>st</sup>) school year following displacement, but for displacement from his/her administrative employment, and (b) the actual annual salary of the displaced Administrator for the first (1<sup>st</sup>) contract year following displacement. The payment of this Separation Allowance shall be in an amount as follows:

- a. Year 1: 90% of the difference;
- b. Year 2: 45% of the difference

*Example: If the Administrator would have been paid an administrator's salary of \$100,000 as an administrator in the first (1<sup>st</sup>) year following the displacement, and instead was paid \$80,000 as a teacher in that first (1<sup>st</sup>) year following displacement, then in year one (1), he/she would be paid a separation allowance of \$1,800 per month for the first ten (10) months which will equal \$18,000 (90% of the difference between \$100,000 and \$80,000). In year two (2), the final year of the separation allowance, he/she would be paid a separation allowance of \$900 per month for ten (10) months which will equal \$9,000 (45% of the difference between \$100,000 and \$80,000).*

## **ARTICLE XX**

### **Fair Practices**

The Board shall have the right to discipline or discharge any employee for just cause. Any protest by the Union against any discipline or discharge shall be handled in accordance with the Grievance and Arbitration Procedure set forth in Article III Section A-G.

The Board will give the Union written notice of any discipline or discharge within five working days from the time of the discipline or discharge.

**ARTICLE XXI**

**Duration**

The provisions of this agreement will be in effect from July 1, 2018 and shall remain in effect until June 30, 2021.

During the effective period of this agreement, negotiations will be closed with the following exception:

1. The contract may be amended at any time by mutual agreement.

DATE \_\_\_\_\_

BY \_\_\_\_\_  
CHAIRPERSON (Jean Fitzgerald)  
MADISON BOARD OF EDUCATION

DATE \_\_\_\_\_

BY \_\_\_\_\_  
PRESIDENT (Frank Henderson)  
ASSOCIATION OF MADISON  
ADMINISTRATORS

**Appendix A Salary Range 2018-2019**

<b>2018-2019 Schedule</b>				
	<b><u>Step 1</u></b>	<b><u>Step 2</u></b>	<b><u>Step 3</u></b>	<b><u>Step 4</u></b>
<b>Elem Asst</b>	125,893	129,787	133,799	137,937
<b>MS Asst/Athl</b>	131,138	135,194	139,376	143,687
<b>Dir Guid</b>	133,748	137,884	142,149	146,546
<b>HS Asst</b>	136,603	140,827	145,183	149,673
<b>Elem Prin</b>	139,880	144,207	148,667	153,265
<b>Dist Dir</b>	141,038	145,364	149,825	154,382
<b>MS Prin</b>	145,710	150,215	154,861	159,650
<b>HS Prin</b>	156,524	159,719	162,976	166,303

**Appendix B Salary Range 2019-2020**

<b><u>2019-2020 Schedule</u></b>				
<b>-</b>	<b><u>Step 1</u></b>	<b><u>Step 2</u></b>	<b><u>Step 3</u></b>	<b><u>Step 4</u></b>
<b>Elem Asst</b>	128,726	132,707	136,810	141,041
<b>MS Asst/Athl</b>	134,088	138,236	142,512	146,920
<b>Dir Guid</b>	136,757	140,987	145,347	149,843
<b>HS Asst</b>	139,676	143,995	148,449	153,040
<b>Elem Prin</b>	143,027	147,452	152,012	156,713
<b>Dist Dir</b>	144,211	148,634	153,196	157,856
<b>MS Prin</b>	148,989	153,595	158,345	163,242
<b>HS Prin</b>	160,046	163,312	166,643	170,045



**Appendix C Salary Range 2020-2021**

<b><u>2020-2021 Schedule</u></b>				
<b>-</b>	<b><u>Step 1</u></b>	<b><u>Step 2</u></b>	<b><u>Step 3</u></b>	<b><u>Step 4</u></b>
<b>Elem Asst</b>	131,944	136,025	140,230	144,567
<b>MS Asst/Athl</b>	137,440	141,692	146,075	150,593
<b>Dir Guid</b>	140,176	144,511	148,981	153,589
<b>HS Asst</b>	143,168	147,595	152,161	156,866
<b>Elem Prin</b>	146,603	151,138	155,813	160,631
<b>Dist Dir</b>	147,816	152,350	157,026	161,802
<b>MS Prin</b>	152,714	157,435	162,304	167,323
<b>HS Prin</b>	164,047	167,395	170,809	174,296