

AGREEMENT
BETWEEN
THE
STRATFORD BOARD OF EDUCATION
AND THE
STRATFORD ADMINISTRATORS' ASSOCIATION, INC.

Covering the Period
July 1, 2017 through June 30, 2020

INDEX

ARTICLE I	RECOGNITION	1
ARTICLE II	PROFESSIONAL NEGOTIATIONS	1
ARTICLE III	GRIEVANCE PROCEDURE	2
ARTICLE IV	HOURS	5
ARTICLE V	PROMOTIONS	7
ARTICLE VI	SALARIES	7
ARTICLE VII	PROTECTION	7
ARTICLE VIII	PERSONAL INJURY BENEFITS	8
ARTICLE IX	SICK LEAVE	8
ARTICLE X	LEAVES OF ABSENCE	9
ARTICLE XI	REDUCTION IN FORCE AND RECALL PROCEDURE/INVOLUNTARY TRANSFER	12
ARTICLE XII	PROFESSIONAL DEVELOPMENT AND EDUCATION IMPROVEMENT .	16
ARTICLE XIII	FRINGE BENEFITS	17
ARTICLE XIV	ANNUITY PLAN	18
ARTICLE XV	STRIKES	18
ARTICLE XVI	GENERAL	19
ARTICLE XVII	AGENCY FEE	20
ARTICLE XVIII	BOARD PREROGATIVES	21
ARTICLE XIX	DURATION	22
APPENDIX A	SALARY SCHEDULES	24
APPENDIX A	SALARY SCHEDULES 2017-2018	25
APPENDIX A	SALARY SCHEDULES 2018-2019	26
APPENDIX A	SALARY SCHEDULES 2019-2020	27
APPENDIX B	28
MEMORANDUM OF AGREEMENT		33

THIS AGREEMENT IS MADE AND ENTERED INTO on the _____ day of April 2017 between the STRATFORD BOARD OF EDUCATION (hereinafter referred to as the "Board") and the STRATFORD ADMINISTRATORS' ASSOCIATION, Inc. (hereinafter referred to as the "Association")

ARTICLE I
RECOGNITION

A. The Board recognizes the Association for purposes of professional negotiation as the exclusive representative of a unit consisting of all certificated professional employees of the Stratford School System below the rank of Superintendent in a position requiring administrative certification (which shall be construed to exclude the Deputy Superintendent, Assistant Superintendent, Chief Operating Officer, Personnel Director and Director of Technology.

B. Except as expressly provided otherwise by the terms of the Agreement or Section 10-153a through 10-153n inclusive, of the Connecticut General Statutes, the determination, implementation, and administration of all educational policy, including the operation of the schools, structuring and implementation of curriculum, hiring and reclassification of personnel, and the direction of the professional staff are vested exclusively in the Board or in the Superintendent when so delegated by the Board.

C. The Board agrees that the Association, as the exclusive representative of the administrative unit shall have the right to use the school mail boxes for purposes of communication with the professional staff.

D. The Board and the Association do not discriminate on the basis of race, color, national origin, gender, age, sexual orientation, or disability/handicap in admission or access to or treatment of employment.

ARTICLE II
PROFESSIONAL NEGOTIATIONS

A. This Agreement incorporates the entire understanding of the parties on all issues, which were the subject of negotiation. During the term of this Agreement neither party shall be required to negotiate with respect to any such matter whether or not covered by this Agreement, subject to Section 10-153f(e) of the Conn. Gen. Stats., and as further may be required by law.

B. Despite reference herein to the Board and the Association as such, each reserves the right to act hereunder by committee, individual member, or designated representative.

C. This Agreement may not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties, except as may be required by law.

D. The Board agrees not to negotiate at any time with any administrators' organization other than that designated as the representative pursuant to Section 10-153a through 10-153n, inclusive of the General Statutes of the State of Connecticut.

ARTICLE III
GRIEVANCE PROCEDURE

A. Definitions

1. A "grievance" is defined as any dispute between the Board and the Association concerning the interpretation, meaning or application of any of the provisions of this Agreement. It is expressly understood that a claim based upon an event or condition which does not affect the welfare or conditions of employment of a member of the bargaining unit described in Article I above shall not constitute a grievance.

2. An "aggrieved person" is the person or persons making the claim, or the Association.

3. A "party in interest" is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.

B. Purpose

1. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to grievances which may from time to time arise. Both parties agree that these proceedings shall be kept as informal and confidential as may be appropriate at any level of the procedure.

2. Nothing herein contained shall be construed as limiting the right of any administrator having a grievance to discuss the matter informally with any appropriate member of the administration.

C. Procedure

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum, and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.

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 the grievance procedure may be exhausted prior to the end of the school term or as soon thereafter as is practicable.

1. Level One

An administrator with a grievance shall first discuss it with his/her immediate superior, either directly or through the Association's representative, with the objective of resolving the matter informally.

2. Level Two

a) If the aggrieved person is not satisfied with the disposition of his/her grievance at Level One, or if no decision has been rendered within ten (10) school days after presentation of the grievance, he/she may file the grievance in writing with the Superintendent of Schools.

(b) Within ten (10) school days after receipt of the written grievance by the Superintendent, the Superintendent shall meet with the aggrieved person in an effort to resolve it.

(c) If an administrator does not file a grievance in writing with the Superintendent within thirty (30) calendar days after the administrator knew or should have known of the act or condition on which the grievance is based, then the grievance shall be considered as waived. A dispute as to whether a grievance has been waived under this paragraph shall be subject to arbitration pursuant to Level Four.

3. Level Three

If the grievant is not satisfied with the disposition of the grievance at Level Two, or if no decision has been rendered within ten (10) school days after the meeting with the Superintendent, the grievant may refer the grievance to the Board. Within ten (10) school days after receiving the written grievance, a Committee of the Board shall meet with the Association for the purpose of resolving the grievance. The ultimate decision on the grievance at Level Three shall, however, be rendered by the full Board at its next regular monthly meeting.

4. Level Four

(a) If the Association is not satisfied with the disposition of the grievance at Level Three, or if no decision has been rendered within ten (10) school days after the meeting with the Board Committee, the Association may, if it determines that the grievance is meritorious and that it involves the interpretation, meaning or application of any of the provisions of this Agreement, by written notice to the Board submit the grievance to arbitration within fifteen (15) school days after receipt of the Board's decision. Grievances which do not involve the interpretation, meaning or application of any of the provisions of this Agreement may be processed through Level Three, but shall not be arbitrable.

(b) Within ten (10) school days after such written notice of submission to arbitration, the Board Committee and the Association shall agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of

arbitrators shall be made to the American Arbitration Association by either party. The parties shall be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.

(c) The arbitrator so selected shall confer with representatives of the Board and the Association and hold hearings promptly and shall issue his/her decision not later than thirty (30) days from the date of the close of the hearings, or the filing of arbitration briefs, if submitted, whichever last shall occur. The arbitrator's decision shall be in writing and shall set forth his/her findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is in violation of the terms of this Agreement. Arbitration of grievances involving the interpretation, meaning or application of any of the provisions of the Agreement shall be final and binding.

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

D. Rights of Administrators to Representation

1. No reprisals of any kind shall be taken by either party or by any member of the administration against any party in interest, any school representative, any member of the Association or any other participant in the grievance procedure by reason of such participation.

2. Any party in interest may be represented at all stages of the grievance procedure by an Association representative. When an administrator is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure.

E. Miscellaneous

1. If a grievance affects a group or class of administrators, the Association may submit such grievance in writing to the Superintendent 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 decision and the reasons therefore and shall be transmitted promptly to all parties in interest and to the Association. Decisions rendered at Level Four shall be in accordance with the procedures set forth in Paragraph 4 (c).

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. The sole remedy available to any administrator for any alleged breach of this Agreement or any alleged violation of his/her rights hereunder shall be pursuant to the grievance and arbitration procedure, provided however, that nothing contained herein shall deprive any administrator of any legal right which he/she presently has.

ARTICLE IV
HOURS

A. Work Day

The work day is to be circumscribed by the completion of professional responsibilities. The exact daily schedule shall be worked out on an individual basis by the person and his supervisor, subject to the approval of the Superintendent. Any increase in the pupil school day of thirty (30) minutes or more or the teacher work year by more than five (5) days shall be cause for impact negotiations at the request of the Association.

B. Work Year

1. The work year of administrative personnel shall be as follows:

226 Day Employees

Work during the entire year except for the vacation period (or periods if taken at different time) and except for holidays as published yearly by the Superintendent's office.

221 Day Employees

Same as 226 Day employees.

211 Day Employees

Working during the entire school year except during the school week vacation periods and holidays as published by the Superintendent's office with the exception that they must work five (5) working days before the opening of school, five (5) days after the close of school, ten (10) additional days during the summer recess, as agreed to with the Superintendent, and five (5) additional days during the school year.

206 Day Employees

Work during the entire school year except during the school week vacation periods and holidays as published by the Superintendent's office with the exception that they must work five (5) working days before the opening of school and five (5) days after the close of school, and ten (10) additional days during the summer recess, as agreed to with the Superintendent.

201 Day Employees

Work during the entire school year except during the school week vacation periods and holidays as published by the Superintendent's office with the exception that they must work five (5) working days before the opening of school, five (5) working days after the close of school and five (5) additional days during the year.

Week Before Schools Open and Week After School Close

All Supervisory and Administrative (other than 39 week employees) employees are required to work five (5) working days before the opening of school and five (5) working days after the close of school. This time to be counted in the work year for the weeks required.

2. The Board of Education reserves the right to increase the work year of administrative personnel. If the Board increases the work year beyond that provided for in this contract, however, the rate of pay for such additional work shall be negotiated as provided in Connecticut General Statutes, Section 10-153f(e). Said decision, settlement, or award shall be retroactive.

Holidays and Vacations

Holidays and Vacation schedules.

1. 196 Day employees shall have all holidays and school vacations as provided in the school calendar with the exception that they must work ten (10) extra days during the year. The extra days worked shall be recorded in a manner consistent with the applicable attendance policy. No carry-over of any non-work days shall be permitted.

2. 201 Day Employees shall have all holidays and school vacations as provided in the school calendar with the exception that they must work fifteen (15) additional days during the year. The extra days worked shall be recorded in a manner consistent with the applicable attendance policy. No carry-over of any non-work days shall be permitted.

3. 206 and 211 Day Employees shall have all holidays and school vacations as provided in the school calendar with the exception that they must work the required additional days during the year. The additional days worked shall be recorded in a manner consistent with the applicable attendance policy. No carry-over of any non-work days shall be permitted.

4. 221 and 226 Employees shall have all holidays as provided for in the school calendar and, in addition, July 4. Employees in this category will report to the Superintendent's office annually in June when they propose to take their vacation time. They must obtain the approval of the Superintendent or designee in advance of taking such non-work and no carry over shall be permitted.

Storm Days

Administrative personnel shall report to work on storm days unless weather conditions are unduly hazardous.

On days when the Superintendent finds it necessary to close school(s) prior to the normal closing hours, personnel will remain in school until the Superintendent or his designee dismisses them.

ARTICLE V PROMOTIONS

A. All openings for administrative positions paying a salary differential and/or special administrative positions, shall be posted on AppliTrack as far in advance of the appointment as possible and ordinarily at least five (5) work days in advance, and the qualifications for the position shall be clearly set forth.

B. All qualified administrators shall be given adequate opportunity to make application for such positions. The Administration will consider as prime qualifications for promotions the following:

- (a) proficiency in present assignment;
- (b) competence as a teacher/administrator;
- (c) length of service;
- (d) ability to meet the requirements as specified by the job description.

When qualifications and attainments of two or more applicants are considered equal, preference will be given to members of the administrative unit. An administrator receiving a rating of less than proficient on his/her most recent evaluation shall not be eligible for promotion. Appointments shall be made without regard to race, creed, color, religion, nationality, sexual orientation or marital status.

ARTICLE VI SALARIES

A. The salaries of all persons covered by this Agreement are set forth in Appendix A.

B. All persons will be paid on a bi-weekly basis.

ARTICLE VII PROTECTION

A. Administrators shall immediately report all cases of assault suffered by them in connection with their employment to their supervisor in writing.

B. This report shall be forwarded to the Superintendent and then to the Board which shall comply with any reasonable request from the administrator for information in its possession relating to the incident or the persons involved, and shall act in appropriate ways as liaison between the administrator, the police and the courts.

C. If criminal or civil proceedings are brought against an administrator alleging that he/she committed an assault in connection with his/her employment, such administrator may request the Board to furnish legal counsel to defend him/her in such proceeding. If the Board does not provide such counsel and the administrator prevails in the proceeding, then the Board shall reimburse the administrator for reasonable counsel fees incurred by him/her in defending the proceeding.

ARTICLE VIII PERSONAL INJURY BENEFITS

Whenever an administrator is absent from school as a result of personal injury caused by an accident or an assault arising out of and in the course of his/her employment, the administrator shall be paid his/her full salary (less the amount of any worker's compensation award made for temporary disability due to said injuries) for the period of such absence, provided, however, that such period of absence does not exceed six (6) months from the date of injury or the end of the employment agreement then in effect, whichever is less.

Notwithstanding the foregoing, whenever an administrator is absent from school as a result of a compensable injury, the administrator shall continue to be paid full salary; however, except for personal injury caused by an assault which is governed by Section 10-236a(b) of the General Statutes of Connecticut, after six months of absence, the payment shall be deducted from his/her accumulated sick leave in the following ratio: 1 day for every 3 days absent. Upon exhaustion of all accumulated sick leave, the administrator shall continue to receive Workers' Compensation only.

ARTICLE IX SICK LEAVE

A. Administrators shall be entitled to eighteen (18) sick leave days each school year.

Three (3) sick days may be utilized for family illness that requires the absence of the administrator. As of the effective date of this Agreement, unused sick leave days, including those referable to prior service as a Stratford teacher, may be accumulated from year to year up to a maximum accumulation of 200 days.

B. For employees hired prior to July 1, 2008, upon retirement or death, administrators or their estates will be paid for accumulated unused sick days up to a maximum of thirty-three (33%) percent thereof to a maximum of fifty (50) days. Employees hired on or after July 1, 2008 shall not be eligible for the payment of unused sick days.

C. Stratford teachers promoted into the administrators' bargaining unit shall carryover all earned and unused sick time accumulated as a Stratford teacher. Such carryover is solely for use for illness, and consistent with Paragraph B above, shall not be paid out to the employee.

D. The Board may, if it has reasonable cause to believe that there is an abuse of sick leave policy, require an examination by an independent physician, such examination to be at the Board's expense.

E. Disability sick leave due to pregnancy shall be treated like any other illness in accordance with the Board of Education FMLA policy attached hereto as Exhibit B. The effective date for the commencement of said leave shall be fixed with the written concurrence of the administrator's physician. The period of disability will normally be six (6) weeks from the date of child's birth.

ARTICLE X LEAVES OF ABSENCE

A. Personal Leave

All administrators may be allowed up to three (3) days leave of absence (non-cumulative) with pay each school year for personal matters which require absence during school hours. Application for personal leave shall be made in writing (as soon as possible but in no event less than three (3) school days) before taking such a leave (except in the case of emergencies) and the applicant for such leave shall be required to substantiate the reason for taking such leave, as well as provide such additional information as the Superintendent may reasonably request, to assure compliance with the requirements of this section. Personal days cannot be used without approval from the Superintendent. One of the three (3) personal leave days may be taken without a specific stated reason. Personal days are not intended to be used to extend holidays and/or vacations and in the months of May and June to extend weekends. However, the Board of Education and the Association acknowledge that legitimate reasons may require absence for personal leave as set forth above on such days. Bargaining unit members will be allowed to use personal leave for the following reasons:

1. for legal reasons
2. for marriage of self, children, parents, siblings and siblings of spouse
3. for illness in the immediate family
4. for death in the family or attendance at funerals
5. for attendance of graduation exercises (self, spouse, child)
6. for birth of a child by spouse or child of employee
7. for personal business that cannot be transacted outside of regular school hours

Any request for personal leave under reason four (4) above shall be in addition to the bereavement leave enumerated in Section I of this Article.

B. Military Reserve Leave

1. Any administrator who is called for military reserve service shall receive the necessary leave to fulfill this military obligation.
2. The staff member on an annual two-week training period shall receive a rate of pay equal to the difference between his/her professional salary and his/her military pay.

C. Military Leave

Any administrator entering military service shall be reinstated upon return therefrom in a position comparable to that previously occupied by him/her at a salary thereafter which shall include any salary advance to which he/she would have been entitled had his/her employment by the Board not been interrupted by the period of military service.

D. Peace Corps Leave

1. Leave of absence may be granted of up to two (2) years to administrators with tenure status who join the Peace Corps as full-time participants.
2. No compensation shall be paid for such service.
3. The administrator returning from Peace Corps leave shall be placed on the appropriate step in the salary schedule as though he/she had been in active service in the system for the period of such leave.

E. Foundation or Scholarship Leave

An administrator may be allowed leave 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 with prior approval from the Superintendent of Schools.

F. Sabbatical Leave

Upon the joint recommendation of the Superintendent and the Association, sabbatical leaves may be granted for study or travel to a member of the administrative staff by the Board. The Board's present policy in regard to sabbatical leaves of absence shall be continued for the term of this Agreement subject to the following modifications:

1. No more than one (1) administrator shall be absent on sabbatical leave in any one year:
 - (a) For purposes requested by the school administration and mutually agreed to by the administrator involved.

(b) For sabbaticals requested by administrators that are outstandingly meritorious and contributory to the school program and/or curriculum.

2. Administrators on sabbatical leave will be paid at one hundred percent (100%) of their annual salary rate for a full year's leave or fifty percent (50%) of their annual salary rate for a semester's leave.

3. The administrator shall agree to return to employment in the Stratford School System for two (2) full years in the event of a semester's leave or three (3) full years in the event of a full year's leave.

4. Members of the administrative and supervisory staff may be granted leaves of absence for a shorter duration subject to the rules established by the Board. No more than five (5) such leaves will be granted during a one (1) year period.

5. Administrators will be notified of the Board's granting their sabbatical leaves by February 1, of any year.

6. Once a sabbatical leave has been granted, it will not be revoked.

G. Maternity Leave/Child-Rearing

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

2. Administrators shall be entitled to a leave of absence without pay beyond the disability sick leave due to pregnancy provided in Article IX-D, on the following terms and conditions:

(a) Leave hereunder shall be for newborn child rearing purposes only.

(b) Eligible administrators shall be granted leave hereunder provided notification in writing is given by the administrator to the Superintendent of Schools at the time her disability sick leave due to pregnancy commences pursuant to Article IX-D, stating her intention to take leave hereunder and stating the date of her return.

(c) Leave hereunder shall commence at the end of disability sick leave due to pregnancy pursuant to Article IX-D and shall continue until the commencement of the following school year, except, if an eligible administrator commences disability sick leave due to pregnancy on or after April 1 of the school year, leave hereunder shall continue until commencement of the school year commencing one (1) year later.

3. A certified administrator adopting a child shall be entitled upon written request to the Superintendent of Schools, to thirty (30) days' paid leave, said leave to be deducted from sick leave. A certified administrator fostering a child shall be entitled upon written request to the Superintendent of Schools, to ten (10) days paid leave, said leave to be deducted from sick leave. A leave of absence beyond said thirty (30) or ten (10) days shall be granted provided notification in writing is given by the administrator to the Superintendent of Schools.

Duration of said leave shall be until the commencement of the following school year, except if the leave commences after April 1, it shall continue until commencement of the school year beginning one (1) year later.

4. Administrators on maternity or adoption/ fostering leave shall notify the Board in writing by the date designated by the Board upon the granting of such leave of their intent to return to their position. Failure to do so will result in the loss of their position in the Stratford School System.

H. Except as otherwise provided above, the Board's present policy in regard to leaves of absence shall be continued for the term of this Agreement.

I. 1. The number of days of absence for death in the family shall be at the discretion of the administrator. Such discretion shall not be abused.

2. An employee requesting leave for the death of a member of his/her family shall inform his/her immediate superior as soon as possible and shall indicate the relationship. Failure to do so within three (3) days of the death of the family member may be cause for denial of leave with pay for the period of absence.

J. Obligatory Religious Holidays

Two (2) days shall be allowed for obligatory religious observance (comparable to Christmas, Good Friday or Easter) without salary deductions; these days are not to be deducted from the sick leave.

ARTICLE XI

REDUCTION IN FORCE AND RECALL PROCEDURE/INVOLUNTARY TRANSFER

A. Reduction in Force

It is understood that it is within the discretion of the Board to reduce the educational program, curriculum, and staff when economic, pupil enrollment decline, and other justifiable reasons dictate.

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 Stratford Public School System, certification and qualifications.

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

(a) Any administrator relieved of his/her duties because of reduction of staff or elimination of position shall be offered an administrative opening if one exists, in his/her classification for which he/she is certified, qualified, and had previous experience in the Stratford Public School System.

(b) If there is no existing administrative opening in his/her classification, the displaced administrator shall be offered the position of an administrator who has the least seniority in his/her present classification.

(c) If there is no existing administrative opening in his/her classification and the displaced administrator has the least seniority in his 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 and in which he/she has had previous relevant experience.

(d) If there are no existing administrative openings in any administrative classifications, and the displaced administrator has the least seniority in his/her present classification, but has administrative seniority over an administrator in another classification for which the displaced administrator is certified and qualified and in which he/she has had previous relevant experience, the displaced administrator will be offered such position; provided, however, such appointment does not constitute a promotion.

(e) If an administrator is relieved of his/her duties because of a reduction in staff or an elimination of position and another administrative position is not otherwise available as aforesaid, he/she will be offered any available teaching position for which he/she is certified in accordance with the reduction in force provisions of the teachers' contract.

(f) 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, she/he will be given the experience credit on the salary schedule according to the teacher contract for his/her administrative and teaching experiences both within and outside the school system, and shall retain all accumulated sick leave.

(g) The classifications referred to above are as follows:

High School Principals
Directors
Middle School Principals
Elementary School Principals
Assistant High School Principals
Coordinators/Assistant Middle School Principals/ Coordinator of
Alternative Ed.

Assistant Elementary School Principal I
Department Heads
Assistant Elementary School Principal II

B. Recall

1. The Board will maintain a list of all bargaining unit employees who have been separated as a result of the above procedure. Each separated employee will remain on the recall list for a period of two (2) school years following the school year of layoff except as provided below:

In the event a laid off employee is notified through certified letter by the Board of an administrative position available for them to fill and said employee refuses to resume work in such a position, the employee will forfeit their place on the recall list and the Board will be bound in no way to offer future positions to the same laid off employee.

2. It is understood, however, that the Board will not offer positions to laid off employees during recall which are outside the certification and qualification area of the employee to be recalled, and failure to resume work to a position for which the employee is not certified and qualified will not forfeit that employee's status on the recall list.

3. It is also understood that a bargaining unit member who is reduced from a full time position and is on the recall list may refuse to accept an offer of part time employment without forfeiting their recall rights for the duration of the recall period and an analogous right will exist for a bargaining unit member who may be reduced from a part time position and offered a full time position.

However, should such a bargaining unit employee who is reduced from a full time position refuse a part time position which is subsequently accepted by a less senior employee on layoff and following such acceptance should such a position be elevated to a full time status, the less senior administrator (having accepted the position as part time) will not be displaced by the more senior administrator.

4. The offer of Recall will be made to the laid off employees in inverse order of layoff occurrence.

5. Each laid off employee will provide the Board with their most current mailing address and the Board will only be bound to communicating to the employee through the address recently provided.

C. Seniority Lists

The Board will provide a seniority list to the President of the Association no later than November 15 of each school year. The Association shall promulgate such list to each administrator within 45 days. Any administrator who disagrees with the data provided on such list for him or herself must notify the Board of such a disagreement within 60 days of transmittal of the list by the Board to the Association.

Such a dispute is not grievable unless the administrator is actually and adversely affected by the application of such list.

D. Disputes arising out of the application of this Article shall be considered as a grievance. Grievances arising out of this Article shall be processed as follows:

1. The initial submission shall be made by the Association to the Superintendent.

2. If the grievance is not resolved within ten (10) school days, the Association may submit it to binding arbitration.

(a) The arbitrator for this Article shall be such an individual as the parties may agree upon. It is further agreed that if such arbitrator cannot be mutually agreed to, both parties will resort to the rules and procedures of the American Arbitration Association.

(b) In any event the hearing before the arbitrator shall be held within twenty (20) school days and his/her written decision submitted to both parties in accordance with Article III.

(c) The authority of the arbitrator shall be in all respects the same as in Article III.

3. Any administrator who is laid off in accordance with Paragraph A of this Article and who institutes a proceeding pursuant to Connecticut General Statutes Section 10-151 will be deemed to waive any rights he or she may have to institute a grievance over any aspect of the lay-off or over any aspect of the provisions of Paragraph A of this Article.

E. In the event an administrator is displaced to an administrative classification with a salary lower than that which the displaced administrator previously enjoyed, such administrator's salary shall not be reduced more than Four Thousand (\$4,000.) dollars per year for a maximum of one (1) year.

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. The separation allowance will be paid in ten (10) equal installments each year commencing on September 1st of the first school year of displacement and computed annually as the difference between (a) the

salary that the displaced administrator received in his last full school year as an administrator minus Four Thousand (\$4,000.) dollars for each year, or part thereof, of displacement from his administrative employment, and (b) the actual annual salary of the administrator during that current school year. The payment of this separation allowance is to continue for a maximum of one (1) year.

F. In the event of any change or reclassification by the Board of Education in an administrative/supervisory position, or work year, or in the event of any transfer or reassignment, the administrator or administrators affected thereby shall be paid the salary called for in the new position as long as it does not result in a reduction in pay (if it would result in a reduction in pay, the administrator will be continued at his/her previous pay level reduced by not more than \$4,000 up to a maximum of one (1) year), except if the transfer or reassignment is by reason of reduction in force, which procedure provides salary protection as set forth in Article XI, Section E, or on grounds of lack of competence or proper qualifications to hold or carry out the duties of the former position, in which latter case the administrator or administrators affected shall be paid the salary called for in the new position whether or not a reduction. The issue of competence or proper qualifications as aforesaid shall be specifically subject to the grievance procedure as provided in Article III of the Agreement.

ARTICLE XII PROFESSIONAL DEVELOPMENT AND EDUCATION IMPROVEMENT

A. The Board shall pay the cost of tuition for in-service courses or courses at accredited colleges, universities or professional training schools which are recommended by the Superintendent or which are taken with the advance written approval of the Superintendent or the Assistant Superintendent for the specific purpose of improving the administrator in his/her immediate assignment up to a maximum of five hundred dollars (\$500.00) for any one school year for any one administrator. It is expressly understood that this Section shall not apply to courses which are included in determining an administrator's level of professional preparation for salary purposes.

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

C. To the extent possible, administrators shall be granted leave of at least one (1) day per year for the purpose of visiting other schools or attending meetings or conferences of an educational nature. The number of administrators allowed to leave at any one time shall be within the discretion of the Superintendent or his/her designee.

ARTICLE XIII
FRINGE BENEFITS

A. 1. The Board will offer a High Deductible Health Care Plan coupled with a Health Savings Account (HDHP/HSA) for employees (0.5 FTE or greater) and his/her dependents. The plan shall have the following annual deductibles and co-pays:

- \$2,000 individual; \$4,000 for two-person or family coverage.
- The Board shall pay 40% of the annual deductible.
- The Board's deductible contribution will be funded as follows: one-half on September 1 of the plan year, and one-half on January 1 of the plan year..

Prescription co-pays of \$ 5.00 (generic), \$20.00 (preferred), and \$30.00 (non-preferred) apply after the annual plan deductibles are met.

In addition, as part of the HDHP/HSA, there is an out of network plan described as follows:

- Co-payment of \$2,000 per person and \$4,000 per family, with out of network payments of 80%/20% and an annual maximum out-of-pocket expenditure of \$3,000 per individual and \$6,000 per family
- Prescription co-pays are excluded from the annual out of pocket maximums. Co-pays continue throughout the plan year.
- Lifetime maximum per member: Unlimited
- The Board shall also make available a Health Reimbursement Account ("HRA") to any administrator, active or retired, who is ineligible for the HSA. The annual maximum reimbursement by the Board for administrators participating in the HRA shall not exceed the dollar amount of the Board's annual HSA contribution for administrators enrolled in the HSA.

2. (a) Effective July 1, 2017 employees shall contribute eighteen percent (18%) towards the cost of such health insurance benefits; effective July 1, 2018, employees shall contribute nineteen percent (19%) towards the cost of such health insurance benefits; and effective July 1, 2019, employees shall contribute twenty percent (20%) towards the cost of such health insurance benefits.

(b) The Board will make an I.R.C. Section 125 plan available to all employees.

3. Effective July 1, 2017, employees shall contribute ten percent (10%) towards the cost for individual or family coverage for full service Blue Cross Dental Care and Riders A, subject to applicable law.

B. The Board agrees to pay the full cost of the Group Life Insurance Plan for all administrators. The life insurance coverage will provide each administrator with life insurance with a double indemnity feature in an amount equal to two times their salary.

C. Nothing in this Agreement shall be construed to prohibit the Board from changing insurance carriers, provided that any such change will be equivalent to the present coverage. For this purpose, the term "equivalent" means equal or better on an overall basis in function and benefits to members of the bargaining unit. The Association will be notified and consulted regarding any proposed change of insurance carrier not less than ninety (90) days prior to any implementation. Any dispute regarding "equivalency" shall be resolved through the grievance procedure at the Arbitration Level, prior to implementation of any such change. In any event, changes in any carrier for a specific type of coverage will be made no more than once in any two-year period.

D. Insurance for Retirees

The Board will continue to provide administrators who retire effective at the end of the school year on the active administrator health insurance through August 31 of their year of retirement, provided they provide at least thirty (30) calendar days' notice prior to their retirement. Thereafter, the Board agrees to pay the following to all administrators who retire:

1. Fifty percent (50%) of the cost, for the employee only, of all health insurance benefits listed in Article XIII, Paragraph A up to age sixty-five (65).

2. After age sixty-five (65) the Board shall pay fifty percent (50%) of the cost, for the employee only, of Medicare Part B, prescription drug (Rx), dental, vision and hearing coverage through the utilization of the benefits program of the State Teachers Retirement Board's (STRB) Medicare Supplemental Health Plan for employee-retiree only.

3. For purposes of this Agreement, "retire" or "retirement" wherever used shall mean eligibility for immediate retirement benefits and allowances under the rules of the Connecticut State Teachers' Retirement System.

ARTICLE XIV
ANNUITY PLAN

Administrators shall be eligible to participate in a "tax deferred" Annuity Plan established pursuant to United States Public Law No. 87-370.

ARTICLE XV
STRIKES

During the term of this Agreement the Association shall not cause or sponsor, and no professional employee shall cause or participate in, any strike or work stoppage. If the Association disclaims in writing to the Board responsibility for any act prohibited hereby, it shall

not be liable in any way therefore, employees who participate in any such act may be disciplined or discharged without recourse to arbitration, provided, however, that the question of their participation shall itself be subject to arbitration.

ARTICLE XVI
GENERAL

A. There shall be no reprisals of any kind taken against any administrator by reason of his/her membership in the Association or participation in its activities or by reason of his/her non-membership in the Association.

B. No administrator shall be disciplined, reprimanded or reduced in rank or compensation, suspended or dismissed without just cause.

C. 1. There shall be only one official personnel file per administrator to be kept in the Administration Center.

2. Any negative materials to be placed in an administrator's personnel file which addresses the administrator's conduct, service or character will not be placed in the file without prior knowledge of the administrator such as his/her written acknowledgment of receipt.

3. An administrator may submit a written notation regarding any relevant material placed in the personnel file and same shall be attached to the file copy of the material in question. If an administrator believes and can show cause that material to be placed in his/her file is inappropriate or in error, he/she may request adjustment, through the grievance procedure to Level III. If an administrator is asked to sign material placed in the file, such signature shall be understood to indicate awareness of the material, but in no instance shall such signature necessarily be interpreted to mean agreement with the content of the material.

D. If negotiation meetings between the Board and the Association are scheduled during school hours, the representatives of the Association shall be relieved from all regular duties without loss of pay as necessary in order to permit their participation in such meetings. When it is necessary, pursuant to Article III (Grievance Procedure) for a school representative or representative designated by the Association to investigate a grievance or attend a grievance meeting or hearing during school hours, he/she will, upon notice to the Superintendent be released without loss of pay as necessary in order to permit participation in the foregoing activities. Any administrator whose appearance in such investigations, meetings, or hearings as a witness is necessary shall be accorded the same right. The Association agrees that these rights shall not be abused.

E. The Board shall make available copies of its Administrative Regulations (i.e., Staff Handbook), including any revisions or amendments to the members of the Association. Copies will be in the Principal's office of each school. Copies of each month's Board agenda shall be available for inspection in the Superintendent's office.

F. The Board shall provide each administrator with a copy of the new Agreement.

G. The Board and the Association agree that the basis for determining the per diem salary deduction for unpaid absence and for administrators' retirement pay will be based upon the salary divided by the work days as set forth in Appendix A.

ARTICLE XVII
AGENCY FEE

A. Conditions of Continued Employment

All members of the Bargaining Unit employed by the Stratford 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 adjustment.

B. Members

1. All members of the Bargaining Unit 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. Employee authorization for dues deduction will be in writing.

2. Said authorization shall continue in effect from year to year unless such administrator shall notify the Board of Education and the Association in writing to the contrary not later than thirty (30) days prior to the commencement of the school year. If said notice is timely delivered, it shall mean that in the coming school year said administrator shall pay the service fee as described in Paragraph A above, and paid in accordance with Paragraph C below.

C. Non-Members

For those members of the Bargaining Unit who have not joined the Association and delivered said authorization card by October 1st of the first year of this Agreement, the Board agrees to deduct the annual service fee from their salaries through payroll deduction. The amount of said service fee, equal in amount to the proportion of Association dues uniformly required of members to underwrite the costs of collective bargaining, contract administration and grievance adjustment, shall be certified by the Association to the Board.

D. Subsequent Employment

Those members of the Bargaining Unit commencing employment after the date of execution of this Agreement shall, within thirty (30) days of such commitment, sign and deliver to the Board an authorization card as described in Paragraph B of this Article or fall under the provisions of Paragraph C of this Article after such thirty (30) days.

E. Forwarding of Monies

The Board agrees to forward to the 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 Association dues and Association service fee deduction to the Association.

F. Lists

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

G. The right to refund the employee's monies deducted from their salaries under such authorization shall lie solely with the Association. The Association agrees to reimburse any employee for the amount of any dues deducted by the Board and paid to the Association, which deduction is by error in excess of the proper deduction, and agrees to hold the Board harmless from any claims of excessive deduction.

H. 1. The Association agrees to indemnify and save the Board harmless from all claims, demands, lawsuits or other forms of liability arising from the Board's fulfillment of its obligations under this Article. The Board agrees that the Association shall assume the exclusive legal defense of any such claims or lawsuit. In assuming such defense on the Board's behalf the Association will hire and compensate legal counsel. Legal counsel hired by the Association shall confer with the Board or its representatives concerning the defense of claims and lawsuits against the Board. The Association shall have the right to compromise or settle any claim or lawsuit against the Board under this Article, but shall not do so without Board approval, such approval not to be unreasonably withheld.

2. The Association agrees that it will not rely on Stamford Board of Education v. Stamford Education Association, et al., 697 F. 2d 70 (1982), or any claim based thereon, to deny the enforceability of its obligation to indemnify and save the Board harmless.

ARTICLE XVIII
BOARD PREROGATIVES

Except where such rights, powers and authority are specifically relinquished, abridged or limited by the provisions of this Agreement, the Board has and will continue to retain, whether exercised or not, all of the rights, powers and authority heretofore had by it, except for such rights, powers and authority which are specifically relinquished, abridged or limited by the provisions of this Agreement, and it shall have the sole and unquestioned rights, responsibility and prerogative of management of the affairs of the Board and direction of the working force, including but not limited to the following:

(a) To maintain public schools and such other educational activities as it, in its judgment deems will best serve the interests of the Stratford Public Schools and to decide the needs for school facilities; to determine the care, maintenance and operation of buildings, land, 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 designate the schools which shall be attended by the various children within its jurisdiction; 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 reasonable transportation of children wherever it is reasonable and desirable; to decide the textbooks to be used; to prepare and submit budgets to the Board of Finance 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 appropriate budget as it shall deem desirable;

(b) To determine the care, maintenance and operation of equipment and property used for and on behalf of the purposes of the Board;

(c) To establish or continue policies, practices and procedures for the conduct of the Board business and, from time to time, to change or abolish such policies, practices and procedures;

(d) To employ and dismiss employees subject to provisions of §10-151 of the Connecticut General Statutes;

(e) To re-assign employees in the best interest of the District as determined by the Board of Education;

(f) To prescribe and enforce reasonable rules and regulations for the maintenance of discipline and for the performance of work in accordance with the requirements of the Board, provided such rules and regulations are made known in a reasonable manner to the employees affected by them;

(g) To ensure that incidental duties connected with department operations, whether enumerated in job description or not, shall be performed by employees;

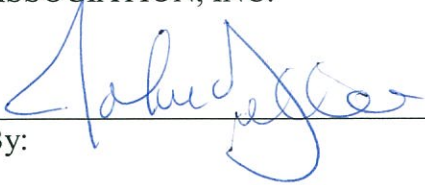
(h) To create job descriptions and revise existing job specifications as deemed necessary, subject to §10-153f(e) of the Connecticut General Statutes, if applicable.

ARTICLE XIX DURATION

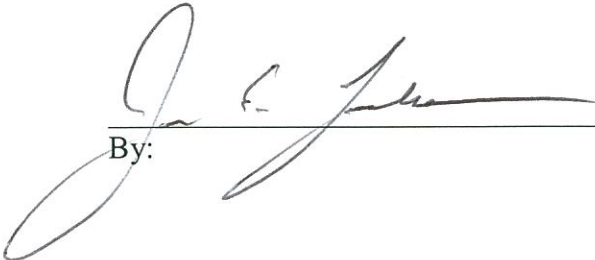
The provisions of this Agreement shall be effective as of July 1, 2017 except as otherwise noted and shall continue and remain in full force and effect through June 30, 2020.

IN WITNESS WHEREOF, the parties hereunto have set their hands and seals the day and year first above written.

STRATFORD ADMINISTRATORS'
ASSOCIATION, INC.

By: 

STRATFORD BOARD OF EDUCATION

By: 

APPENDIX A
SALARY SCHEDULES

A. New Employees

The Superintendent may place new employee on the appropriate step in the salary schedule, taking into consideration degree status, previous administrative experience, military service up to two (2) years and other related experiences.

B. Administrators hired prior to July 1, 2010 shall receive longevity payment, to be paid in the first paycheck in December of each year, as follows:

1. Starting with the sixteenth (16) through the twentieth (20) year of public school employment as a teacher or administrator, each administrator shall receive a longevity payment of seven hundred fifty dollars (\$750); each year non-cumulative.

2. Starting with the twenty-first (21) through the twenty fifth (25) year of public school employment as a teacher or administrator each administrator shall receive a longevity payment of one thousand dollars (\$1,000) each year non-cumulative.

3. Starting with the twenty-sixth (26) year of public school employment as a teacher or administrator each administrator shall receive a longevity payment of one thousand two hundred fifty dollars (\$1,250) each year non-cumulative.

4. This longevity payment shall be part of the administrator's salary on a yearly basis.

5. Employees hired after July 1, 2010 shall not be eligible to receive longevity payment.

APPENDIX A
SALARY SCHEDULES
2017-2018

<u>POSITION</u>	<u>DAYS</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>
Assistant Elementary School Principal II	186	92620	95943	102499	109054	111235
Department Head	196	92862	96183	102751	109318	111504
Middle School Assis. Prin.	206	106939	111286	118684	126082	128604
Coordinator Alternative Ed.	206	106939	111286	118684	126082	128604
Assistant Elementary School Principal I.	206	102095	105489	112555	119621	122013
Coordinators, 7-12, K-12, Athletic Director with 092	211	109536	113988	121565	129141	131724
Elementary Principal	216	113763	118105	125953	133801	136477
H.S. Assistant Principal (Employed as such after July 1, 2002)	221	111129	115371	123037	130704	133318
High School Assis. Prin.	221	0	0	0	139798	142594
Middle School Principal	226	123855	128097	136857	145616	148528
Directors	226	133186	137428	146990	156551	159682
High School Principal	226	133186	137428	146990	156551	159682

All employees shall advance one step.

APPENDIX A
SALARY SCHEDULES
2018-2019

<u>POSITION</u>	<u>DAYS</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>
Assistant Elementary School Principal II	186	95943	102499	109054	112904
Department Head	196	96183	102751	109318	113177
Middle School Assis. Prin.	206	111286	118684	126082	130533
Coordinator Alternative Ed.	206	111286	118684	126082	130533
Assistant Elementary School Principal I.	211	105489	112555	119621	123844
Coordinators, 7-12, K-12, Athletic Director with 092	211	113988	121565	129141	133700
Elementary Principal	216	118105	125953	133801	138524
H.S. Assistant Principal (Employed as such after July 1, 2002)	221	115371	123037	130704	135318
High School Assis. Prin.	221	0	0	139798	144733
Middle School Principal	226	128097	136857	145616	150756
Directors	226	137428	146990	156551	162077
High School Principal	226	137428	146990	156551	162077

Employees not at the top step shall advance one step.

APPENDIX A
SALARY SCHEDULES
2019-2020

<u>POSITION</u>	<u>DAYS</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>
Assistant Elementary School Principal II	186	95943	102499	109054	115162
Department Head	196	96183	102751	109318	115440
Middle School Assis. Prin.	206	111286	118684	126082	133143
Coordinator Alternative Ed.	206	112286	118684	126082	133144
Assistant Elementary School Principal I.	211	105489	112555	119621	126320
Coordinators, 7-12, K-12, Athletic Director with 092	211	113988	121565	129141	136374
Elementary Principal	216	118105	125953	133801	141295
H.S. Assistant Principal (Employed as such after July 1, 2002)	221	115371	123037	130704	138024
High School Assis. Prin.	221	0	0	139798	147628
Middle School Principal	226	128097	136857	145616	153771
Directors	226	137428	146990	156551	165319
High School Principal	226	137428	146990	156551	165319

Employees not at the top step shall advance one step.

APPENDIX B

STRATFORD BOARD OF EDUCATION

**FAMILY AND MEDICAL LEAVE ACT
(FMLA)**

POLICY

NOTICE:

Nothing contained in this booklet other than the Federal requirements is intended.

The Stratford Board of Education intends to continue the plans described in this brochure indefinitely. But, since the future is unpredictable, the Board of Education reserves the right to change, suspend or end any plan, or any provision, benefit coverage or contributions under any plan at any time. This reservation applies to benefit for retirees. Retirees have no vested right to benefit plans.

In the event of conflict between these regulations and Federal law, the Federal law will prevail.

Neither this brochure nor any of the underlying plan documents constitutes a contract of employment.

Replaces Existing Policy dated September 27, 2004

Approved by the Stratford Board of Education, February 28, 2005

The Stratford Board of Education provides leaves of absences for certain family and medical reasons. In granting and administering such leaves, the Board will comply with the Federal Family Medical Leave Act of 1993. An employee who anticipates a leave should check with the Personnel Department to determine how the following guidelines apply to his or her specific circumstance.

Basic Family and Medical Leave

The Basic Entitlement: An eligible employee is entitled to unpaid leave, however the Board of Education reserves the right to concurrently charge accrued sick, vacation, and personal time:

- To care for his or her child after birth or placement for adoption or foster care;
- To care for his or her son, daughter, spouse, or parent who has a serious health condition; or
- When a serious health condition makes the employee unable to do his or her job.

(“FMLA Leave”). When FMLA Leave applies, an employee will be entitled to up to 12 workweeks of unpaid leave during a 12 month period. Unless otherwise provided, the period during which an employee may take FMLA Leave will be determined on a rolling basis, measured backwards from the date upon which an employee uses any leave. For instance, an employee requiring FMLA in April will be entitled to up to 12 workweeks of leave less any leave taken since April of the prior year.

Eligibility Requirements: In order for an employee to be eligible for FMLA Leave, he or she must have been employed by the Stratford Board of Education for at least one year and must have worked a minimum of 1,250 hours during the previous 12 months. Leave entitlements may be limited in certain cases where both a husband and a wife are employed by the Board of Education and each is entitled to FMLA Leave. Note: This provision shall not apply to teachers in the context of a childrearing leave, which instead shall be governed by the collective bargaining agreement.

Serious Health Condition: A serious health condition includes an illness, injury, impairment, or physical or mental condition involving any period of incapacity or treatment related to in-patient care in a hospital, hospice, or resident medical care facility. It also includes any incapacity that requires the individual to be absent from work, school, or other regular daily activities for more than three calendar days so that the individual may receive continuing treatment from a health care provider. This can be a single treatment of more than three days, or a program of continuing treatment for a chronic or long-term health condition that is incurable or so serious that it would result in incapacity if not treated. It also includes treatment for prenatal care.

Advance notice: An employee who anticipates the need for FMLA Leave is required to request leave from the Personnel Department at least 30 days before the leave begins. If the need could not have been foreseen, the employee must make the request as early as possible, normally no more than one or two days after becoming aware of the need. Exceptions will be only in extraordinary circumstances.

Medical Certification: An employee taking FMLA Leave, maternity leave, or sick leave of more than five consecutive Stratford Board of Education work days must submit a written request and medical certification to the Personnel Department, unless otherwise allowed by collective agreement. The request must contain the reason for the leave, the length of the leave, and must contain or have attached a medical certification from a health care provider explaining the anticipated length of the absence and a brief description of the circumstances surrounding the request. The Stratford Board of Education may require an employee to obtain a second or third opinion at the Board of Education's expense. Note: This provision shall not apply to teachers in the case of the birth of a child, or the employee's own illness in which case the past practice between the parties shall control and teachers shall not be obligated to submit the medical certification form attached to this policy.

Other Medical Certification: While an employee is out on leave, the Board of Education may require additional reports regarding the employee's status and intent to return to work. For instance, the Board may require the employee to provide recertification(s) from a health care provider. The recertification must contain a status of the employee's condition, a verification of his or her inability to perform job functions, and an explanation that the leave must be continued. An employee who took FMLA Leave because of his or her own serious health condition will not be allowed to return to work without medical clearance. Note: In the context of childrearing leave, the recertification requirements shall not apply to teachers; rather the past practice shall control and teachers shall not be obligated to submit the medical certification form attached to this policy.

Paid Leave Substituted for FMLA Leave: Unless the employee is receiving Workers' Compensation or other disability benefits, the Board will substitute earned-paid leave for FMLA Leave as set forth below.

- The Board will substitute vacation leave when an employee cares for his or her child after the birth or placement for adoption or foster care; and/or when an employee cares for his or her son, daughter, spouse, or parent who has a serious health condition.
- The Board will substitute both vacation and sick leave when a serious health condition makes an employee unable to do his or her job.

In all cases where an employee is eligible for both paid leave and FMLA Leave, the Board will charge the paid leave against the employee's total FMLA Leave entitlement. In the event that no paid leave of any sort is available to an employee to substitute for FMLA Leave, FMLA Leave will be unpaid.

In cases where an employee is taking unpaid leave granted at the discretion of the Board of Education, and such leave would also qualify as FMLA Leave, the leave will be counted against an employee's total FMLA Leave entitlement.

The Board of Education will notify the employee that paid or unpaid leave is being substituted for, and counted against, FMLA Leave. Under most circumstances, this notice will be provided within four business days of the Board of Education learning that the FMLA Leave is being taken. The Board will normally notify the employee in writing or confirm oral notification in writing.

Intermittent Leave: Leave taken intermittently or on a reduced work schedule is permitted under this policy. In these cases, the Board will charge the leave against an employee's FMLA entitlement in units of one hour. That is, an employee who takes two and one-half hours leave as intermittent FMLA Leave will be charged three hours of FMLA Leave. Note: This provision shall not apply to teachers in the context of the employee's own illness; in that case the past practice shall control.

Health Benefits: The Board of Education will not discontinue group health insurance benefits during an employee's FMLA Leave. Employees making co-pay contributions to their health insurance must continue to do so. If paid leave is substituted for FMLA Leave, any co-pay contributions will be paid by the method used prior to the leave (payroll deduction). If the FMLA Leave is unpaid, insurance payments must be paid in the manner the Board designates. The Board will notify the employee in writing of the terms and conditions by which these payments must be made. If an employee chooses not to return to work after taking FMLA Leave, the employee will be required to reimburse us for premiums the Board of Education paid to maintain his or her health coverage.

Returning to the Job: An employee returning from FMLA Leave will be returned to his or her same position or to an equivalent position, except after a medical leave where the employee is medically unable to perform his or her original job. In such case, the Board will transfer the employee to suitable work, if available. If the employee would not have been employed at the time he or she returned from work, then the Board may not reinstate him or her. For example the Board of Education has no obligation to reinstate an employee who would have been laid off during his or her FMLA Leave.

Some higher-paid employees are considered "key employees". Such an employee will be advised at the beginning of his or her FMLA Leave that he or she is a key employee and, on that basis, may be denied restoration to the employee's position if the restoration will cause substantial and grievous economic injury to the Board of Education.

An employee who is unable to return to work after exhausting his or her FMLA Leave entitlement or who would not otherwise have been employed, will be separated from employment unless the Board has granted an extension of leave.

Note: In the case of a teacher returning to work in the same school year the leave commences, the teacher shall be returned to his/her same assignment in accordance with past practice. If the teacher returns to work after the school year in which the leave commences, it is in the Board's discretion whether to return the teacher to the same assignment or a comparable one.

Maternity Leave and Transfer

The Basic Entitlement: Employees are entitled to a reasonable leave of absence for disability resulting from pregnancy, which may occur both before and after birth of the child. An employee taking such leave must provide a medical certification from a health care provider in the same manner she would for FMLA Leave. Note: As noted above, the medical certification requirement of this policy shall not apply to teachers in the case of the birth of a child; rather, the past practice between the parties shall control.

Interaction with the FMLA: When an employee's disability also qualifies as a serious health condition under this policy, more than one type of leave shall run concurrently. When this happens, the leave will be counted against the employee's FMLA entitlement.

Disability Benefits: While on maternity leave, an employee will be eligible to receive the same disability benefits as an employee on a medical leave of absence. In the event no paid days are available, leave will be unpaid.

Return to Work: See "returning to the job" above.

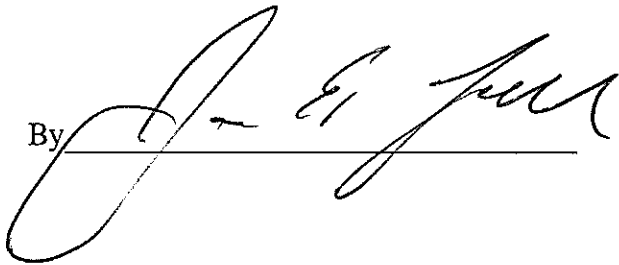
Transfer: If a pregnant employee reasonably believes that continued work in her current position might cause injury to herself or the fetus, she should give written notice to the Board of Education. The Board will make a reasonable effort to transfer the pregnant employee to a suitable temporary position. Such an employee will not be eligible for a transfer without providing us written notice. Note: This provision shall not apply to teachers; rather the past practice between the parties shall control.

MEMORANDUM OF AGREEMENT

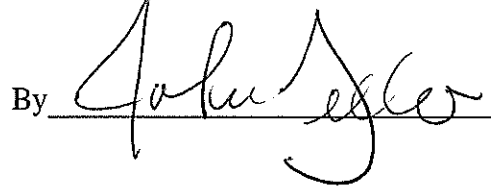
In recognition that the Director of Technology position does not presently require an 092 Certificate, but the current incumbent has an 092 Certificate and is a member of the bargaining unit, the undersigned parties agree as follows:

1. So long as the current incumbent remains in the Director of Technology position, the position shall remain in the bargaining unit.
2. Once the current incumbent no longer occupies the position, it will thereafter no longer be a bargaining unit position.

STRATFORD BOARD OF EDUCATION

By 

STRATFORD ADMINISTRATORS ASSOCIATION, INC.

By 

MEMORANDUM OF AGREEMENT

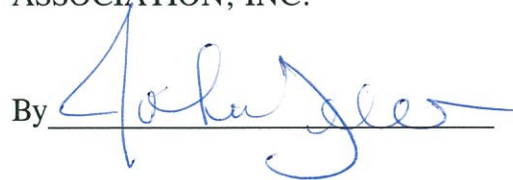
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STRATFORD BOARD OF EDUCATION

By  _____

STRATFORD ADMINISTRATORS
ASSOCIATION, INC.

By  _____