

# AGREEMENT

between the

NEW CANAAN BOARD OF EDUCATION

and the

NEW CANAAN ADMINISTRATORS' ASSOCIATION

July 1, 2023 – June 30, 2026

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## PREAMBLE

This Agreement is reached by and between the New Canaan Board of Education (the "Board") and the New Canaan Administrators' Association (the "Association") pursuant to Conn. Gen. Stat. §10-153d.

## ARTICLE 1 RECOGNITION

The New Canaan Board of Education recognizes the New Canaan Administrators' Association as the exclusive representative for purposes of collective bargaining under Conn. Gen. Stat. §10-153d of certified employees of the New Canaan Board of Education in the "administrators' unit" as defined in section 10-153b(a) of the Conn. Gen. Stat. Wherever the word "staff," "administrator," or "employee" is used in this agreement, such words shall refer to members or positions, as the contract may dictate, in the "administrators' unit."

## ARTICLE 2 MANAGEMENT RIGHTS

Except as expressly provided otherwise by the terms of this Agreement, the administration of education policies, the operation of the schools, and the direction of the professional staff are vested exclusively in the Board acting by itself or through the Superintendent of Schools (hereinafter the Superintendent) or his/her assistants. Reference to the "Superintendent" in this Agreement shall mean the Superintendent or his/her designee.

## ARTICLE 3 PERSONNEL FOLDERS

Basic information is to be retained in the folders of all members of the professional staff employed on salary schedule:

1. Copies of official records (transcripts or placement folders) which bear evidence of the degrees granted.
2. Written verification of previous experience.
3. Each certified employee, in accordance with Conn. Gen. Stat. § 10-151a, "shall be entitled to knowledge of, access to, and upon request, a copy of supervisory records and reports of competence, personal character, and efficiency maintained in his/her personnel file with reference to evaluation of his performance in such school district." If in the process of reviewing the contents of his/her personnel folder an administrator finds materials with which he/she disagrees, the administrator may ask that the matter be reviewed with an appropriate member of

the administration. In addition to resolving the matter (in contention) through this process the administrator may:

- a. file a grievance and/or,
  - b. have a signed personal statement inserted in his/her personnel folder.
4. Personnel folder information may be maintained in hard copy or electronically. Upon request, administrators shall have access to all personnel folder information wherever located.
  5. Copies of any materials which address the administrator's conduct, service, or character will be forwarded to the administrator when they are placed in the personnel file.

#### ARTICLE 4 PHYSICAL EXAMINATION

##### A. New Employees

All new employees of the school system shall be required to submit a certificate of health (Form A) to the office of the Superintendent of Schools prior to the beginning of their actual employment. This examination is required for the protection of the health and welfare of the children in the school and no employee is exempt because of religious beliefs. The cost of this examination shall be borne by the individual.

##### B. Regular Employees

Employees may be required to submit to an annual physical examination (Form A) at the request of the Board of Education or the Superintendent of Schools. The cost of this examination shall be borne by the Board of Education.

The cost of any treatment resulting from any examination of the above nature will not be the responsibility of the Board of Education except as such costs relate to the personnel insurance of the school system.

#### ARTICLE 5 ASSIGNMENT AND TRANSFER

##### A. Assignment

The Board of Education delegates to the Superintendent the responsibility for assigning staff to schools in accordance with their qualifications and the needs of the school system. This provision is designed to provide a means of arriving at decisions concerning

the assignment and transfer of staff. The provision applies at the time of initial appointment and also when reassignment is required by the administration or requested by a staff member.

B. Transfer

1. Voluntary Transfers

Staff members wishing to transfer shall submit a request in writing to the Superintendent prior to February 1st or at such time as positions become available. Transfers are not automatic upon request.

A list of open staff positions shall be posted on the district's website. For positions which are established or become open during July and August, posting notices will be posted on the district's website.

Listings shall include:

- a. positions made available through sabbatical leave, maternity leave, or leave of absence
- b. open positions resulting from announcements of pending retirement and resignation
- c. new positions given preliminary approval by the Board.

A minimum of two weeks will follow the posting of any new position or open positions before an appointment is made to such a position.

All other things being equal, present staff members will be given preference over candidates from outside the system, provided that this provision shall not apply to positions that constitute a promotion.

Any candidate from within the system who is denied a position under this policy shall upon request to the appropriate administrator be given in writing the specific reason and/or reasons for not being appointed to the position in question.

2. Involuntary Transfer

An involuntary transfer shall mean any unrequested transfer or reassignment of a bargaining unit member to a lower paying administrative or teaching position. Any involuntary transfer made for cause shall be made only after a meeting of the administrator involved, an Association representative and the Superintendent, at which time the administrator shall be notified of the reasons for the transfer.

Should the administrator object to such transfer, the dispute shall be resolved through the professional grievance procedure.

## ARTICLE 6 STAFF REDUCTION/RETENTION

### Administrators' Retention/Reduction Policy

In the event that enrollment decline, program change or reduction, fiscal limitations or school system reorganization result in the need to reduce, eliminate, and/or redefine administrative positions, then decisions about who will be retained in administrative positions will be made by the Board of Education on the recommendation of the Superintendent.

The recommendation of the Superintendent will be based on judgment regarding the needs of the school system and the nature of the experience and training of the individuals concerned.

Should it be necessary to reduce or eliminate an existing administrator's position, or to make an involuntary transfer for other than just cause, the following procedures will apply:

1. The administrator concerned will be given one year's (12 months) notice of the change unless the administrator is displaced to a teaching position in which case the administrator will be given six (6) months' notice of the change.
2. The administrator will remain at current salary for one year following notice of the change (unless options c or d below is chosen). See also paragraph 4 below.
3. The administrator may choose one of the following options:
  - a. Assignment to a teaching position as soon as a vacancy occurs or by the end of the year.
  - b. Be considered for another administrative position.
  - c. Resign and receive a departure incentive equal to one-third of his/her annual salary.
  - d. Resign and receive a retirement incentive if such a plan is in effect and he/she is eligible.

Decisions regarding the options listed above must be made, and in the case of options c and d, acted upon, within 3 months (90 days) of the date notice is given.

4. If assigned to a teaching position the administrator will be considered a member of the teachers' association and decisions related to reduction/retention of staff

will be governed by the teachers' contract reduction in force provision. Should an administrator be assigned to a teaching position, in addition to his/her new teaching salary, he or she shall receive one hundred percent (100%) of the difference between his/her prior administrative salary and his/her new teaching salary for the first year of the reassignment, after which he/she shall receive the salary appropriate to the new position. Under no circumstances shall the administrator be paid more than the prior administrative salary for the first year of the reassignment. During said year, the Board may assign the former administrator assigned to a teaching position additional duties for days not otherwise assigned under the new position, up to a total number of days equal to that worked in the administrative assignment.

5. A former administrator assigned to a teacher position has tenured or non-tenured teacher status within the school system in accordance with state statutes. Credited administrative service will be included in determining length of service.
6. An administrator who is displaced from his/her administrative position due to a reduction in force shall be placed on a reappointment list for one (1) year. An administrator on the reappointment list shall be recalled to a vacant position in his/her previous classification or to a position in a lower classification, provided that s/he is certified and qualified for the vacant position. If a reappointment is offered consistent with the above and is not accepted by the administrator within fifteen (15) days of said offer, s/he shall be removed from the reappointment list, and the Board shall have no further obligations under this Article. The determination of whether an administrator is qualified for a specific position shall be the responsibility of the Superintendent, provided that s/he does not exercise that responsibility in an arbitrary or capricious manner. In making that determination, the Superintendent may consider such factors of professional certification, training and experience as s/he deems relevant to the position in question, including but not limited to whether the administrator has previous experience in such a position.

## ARTICLE 7 SALARY GUIDES

### A. Salary Guides

The Board of Education reserves the right to determine the school calendar, the length of the school year and the length of the school day including the starting and ending time of the work day for teachers and administrators. Should there be a significant change in the teaching day or year during a year for which the working conditions have already been determined through prior negotiations or past practice, the Board will agree to renegotiate compensation (except that the salary amount shall be no less in any year than the amount stated in this Agreement) with the understanding that, if the two parties fail to agree, the

issue will be submitted to binding arbitration. The parties expressly reserve their collective bargaining rights under Conn. Gen. Stats. Section 10-153f(e).

Administrators who have been awarded a Ph.D. or Ed.D. will receive an annual salary differential payment of \$2,000.

B. Schedule for Administrators

With respect to building Principals, the Assistant Principals and other administrators, factors in arriving at a salary range are:

1. Job description and expectations
2. Supply and demand
3. Competitive salaries in Fairfield County
4. Annual cost of living factor

The time commitment for each job will be determined by need and may not be reflected mathematically in the rate of compensation.

With the prior written permission of the Superintendent, administrators may carry over up to five days of vacation into the next fiscal year. Such carry-over days must be taken in the next fiscal year and may not accumulate.

The Board reserves the right, however, to place new appointees at a lower pay level based on the Board's assessment of the appointee's prior experience, training and qualifications. Such lower pay level shall be ten (10), seven and one-half (7.5) or five (5) percent below the contractual salary amount of the position for that year. The new appointee's salary will be adjusted annually by the general wage increase. Additionally, the salary shall be further adjusted by two and one-half (2.5) percent each year until the contractual salary is reached, which shall be no later than the beginning of the fourth year of employment.

C. Incumbent Salaries

The foregoing salary schedule shall be effective July 1<sup>st</sup> of the applicable year.

Position	2023-24	2024-25	2025-26
HS Principal	\$226,770	\$233,006	\$239,414
MS Principal	\$209,083	\$214,833	\$220,740
Elem. Principal	\$202,154	\$207,713	\$213,425
HS Asst. Principal	\$192,375	\$197,665	\$203,101
MS Asst. Principal	\$187,398	\$192,552	\$197,847
Elem. Asst. Principal	\$178,236	\$183,138	\$188,174



Position	2023-24	2024-25	2025-26
Administrators of Special Education	\$192,375	\$197,665	\$203,101
District Directors (Digital Learning, Visual & Performing Arts, World Languages/ELL, Innovation)	\$192,375	\$197,665	\$203,101

The foregoing salary schedule shall be effective July 1<sup>st</sup> of the applicable year.

D. Service Adjustments

Administrators with 10 or more years of credited service shall receive additional stipends according to the following schedule effective July 1, 2011:

10-15 years of service	\$650
16-20 years of service	\$1,050
21-25 years of service	\$1,150
26-30 years of service	\$1,250
31-35 years of service	\$1,350
35+ years of service	\$1,450

The Board of Education will provide for the purchase of a retirement annuity policy for administrators in an amount equal to the sum of 5% of their total compensation. Individual administrators have the option of taking this amount as direct compensation, provided that the administrator notifies the Board no later than July 1 of each school year. Opportunities to enroll in the tax sheltered annuity programs will be open in September and January each year.

E. Car Allowance

The Board shall provide car allowance payments as follows: District Directors \$2,100; Principals and Special Education Administrators \$1,700; and other administrators receive \$1,300 each per year.

## ARTICLE 8

### OTHER CONDITIONS OF EMPLOYMENT

- A. All procedures relating to appointment, probationary status, continuing contract status, and dismissal are subject to the requirements of Section 10-151 of the State Statutes. Except for a proceeding required under Section 10-151 of the State Statutes, any discipline, reprimand, suspension without pay, or reduction in pay shall be only for just cause, and shall be subject to the grievance procedure in Article 23.

- B. Should circumstances arise which require an individual to work beyond the period of time called for in his individual contract, no adjustment of time nor compensation can be made without the recommendation of the responsible building administrator, prior approval by the Superintendent, and subject to the prior review by the Board of Education. Members of the professional staff who work beyond their regular work year shall be paid for each day they work at their per diem rate based on their annual salary.

ARTICLE 9  
INSURANCE AND MEDICAL BENEFIT PROGRAM

- A. The Board shall offer a High Deductible Health Plan (“HDHP”) with a Health Savings Account (“HSA”) option as the base health insurance plan for administrators. The Board shall offer a HDHP with a Health Reimbursement Account (“HRA”) option, with the same plan terms as the HDHP/HSA plan, as the base health insurance plan for administrators who are not eligible to participate in a HSA. Employees participating in the HRA option shall be eligible to roll over unused funds in their HRA account from year to year, but the HRA account balance shall not exceed the deductible amount under any circumstances. If the Board’s contribution to an employee’s HRA account would cause the account balance to exceed the deductible amount, the Board’s contribution shall be reduced to ensure that the account balance does not exceed the deductible amount.

The HDHP Plan shall include the following plan design features:

- a. The Board shall fund 50 percent (50%) of the applicable deductible; such funding shall be provided during the first week of the plan year;
- b. In-Network Co-insurance: 90%
- c. Out-of-Network Co-insurance: 70%
- d. Prescription drug costs are treated as any other medical claims, and they will be paid in full after the required deductible and co-insurance amounts are met each year.
- e. Single Coverage Deductible: \$2,250;
- f. Single Coverage Out of Pocket Maximums: \$3,000 (In-Network)/\$5,000 (Out-of-Network);
- g. Employee +1 or Family Coverage Deductible: \$4,500;
- h. Employee +1 or Family Coverage Out of Pocket Maximums: \$6,000 (In-Network)/\$10,000 (Out-of-Network); and

- i. Basic vision rider. The cost of the vision plan rate to the Board shall not exceed \$10 per employee/month. Any costs in excess of this maximum rate shall be paid by the Employee.

#### Premium Contribution 2023-2024

For the 2023-2024 school year, the New Canaan Board of Education shall pay 78% of the health insurance premium for administrators enrolled in the Board's health plan.

#### Premium Contribution 2024-2025

For the 2024-2025 school year, the New Canaan Board of Education shall pay 77.5% of the health insurance premium for administrators enrolled in the Board's health plan.

#### Premium Contribution 2025-2026

For the 2025-2026 school year, the New Canaan Board of Education shall pay 77% of the health insurance premium for administrators enrolled in the Board's health plan.

The Board shall not make any contribution to the health insurance program for any administrator assigned to a part-time position which is a full time-equivalent of less than .5, unless the Board has previously made contribution for that administrator during a period of continuous employment with the Board.

The New Canaan Board of Education shall pay 90% of the premium for the life insurance policies for administrators.

- B. Premium cost-sharing for dental insurance shall be the same as the base health insurance plan.
- C. Retired staff members who are not eligible for Medicare are eligible to remain in the District's self-insured health (medical and dental) plan which is currently administered by CIGNA but not the Life Insurance portion of the Group Insurance Plan.

All Medicare-eligible retirees must exit the plan (TRB plan is available).

#### Additional Provisions for Retired Staff:

1. Minimum age: 55
2. At age 65, participants who are eligible must enroll in Medicare Plan B.
3. Those retirees who are eligible for Social Security must also enroll in Medicare Plan A.

4. The Board contribution for premium for administrators who retire due to disability will be 63.75 %.
5. The deductible provided for payment of medical and dental expenses as defined in this policy will be applied to medical and dental expenses beyond those covered by Medicare Plan A and the District's self-insured plan for retirees to the same extent and in the same manner as provided for active employees.
6. For any administrator hired as a certified staff member for the 1989-90 academic year and thereafter, upon retirement, there will be no Board contribution toward the insurance premium for retired staff. However, such persons upon retirement shall have the right to participate in the insurance program by paying premiums at the same rate as provided for active employees. Any administrator hired in any certified position prior to 1989-90 will be eligible to receive the Board contribution toward the insurance premium for retired staff per the provisions described in the next paragraph.

For staff members with at least fifteen years of credited service who retire on or after September 1, 1993 (except those excluded under paragraph 6 above), the Board of Education will make an annual payment of \$2000 for the purchase of insurance up to age 65.

- D. The Board of Education will pay a fee of up to \$20 per member toward the administrative costs of a flexible spending account.

E. SCHEDULE OF BENEFITS

NEW CANAAN BOARD OF EDUCATION - GROUP-POLICY 24648

Administrators' Life Insurance .....\$500,000  
 Administrators' AD&D .....\$250,000  
 Income Continuation Plan .....70% of salary to maximum of \$7,500 per month

F. Administrators and Dependents

The parties agree that employees who would have been eligible for paid insurance benefits during July and August of any year when there was a September 1 contract expiration date shall continue to be eligible to such benefits during July and August.

G. State Mandated Minimums

All state mandated minimum insurance coverages for indemnity plans shall be included in the medical benefit program.

H. Qualifying Life Events

Changes in coverage for employees and dependents may require proof of insurability unless there is a qualifying life event. Qualifying life events are defined by federal law and currently include marriage or divorce, birth or adoption of a child, death of the employee's spouse or other dependent, or termination of the employment of the spouse or termination of the medical/hospital benefits of the spouse.

I. Change in Carriers

After consultation with the Association, the Board reserves the right to change insurance carriers/administrators so long as such change results in employees retaining coverage, benefits and service substantially equal to those provided for in this Article. Network equivalence shall not be a factor in considering substantial equivalence in coverage and benefits, provided that there is no disruption of physicians of greater than twenty percent (20%) (by visit). Notwithstanding the foregoing, the provisions of this Article shall be subject to negotiation at the request of the Board should a state or federal program make it possible to provide health insurance coverage at reduced cost.

ARTICLE 10

VOLUNTARY DUES DEDUCTION AND SERVICE FEE DEDUCTION

- A. Within thirty (30) days after employment, all members of the bargaining unit shall have the opportunity to join the Association or to pay a service fee, or do neither. Any administrator who elects to join the Association or to pay a service fee shall execute an authorization permitting the deduction of union dues, or said service fee, and assessments.
- B. The Board shall deduct an amount equal to the Association membership dues or service fee from the salary of each member of the bargaining unit who voluntarily and in writing submits to the Board a written authorization for such deductions and remit the same to the Association treasurer.
- C. Forwarding of Monies
- The Board of Education agrees to forward to the Association each month a check for the amount of money deducted during the month. The Board shall include with such check a list of administrators for whom such deductions were made.
- D. Lists

Upon request, the Board of Education shall provide the Association with a list of employees of the Board of Education and the positions held by said employees.

E. Indemnity

The Association agrees to indemnify and save the Board harmless from any and all claims, demands, costs, suits, or other forms of liability and all court or administrative agency costs that may arise out of, or by reason of, action taken by the Board for the purpose of complying with this Article. The Board agrees that the Association shall assume the exclusive legal defense. 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 such defense. The Association shall not agree to any compromise or settle any claim, demand, cost, lawsuit, or other form of liability without the Board's approval.

F. Compliance with Public Act 21-25

The Association and Board agree to comply with the mandatory provisions of Public Act 21-25.

ARTICLE 11  
RETIREMENT SUPPLEMENT

Professional staff who retire with 10 years' service in New Canaan and who have reached age 55 or who have 35 years of credited service are eligible for a retirement supplement payment of \$4,000 per year for three years. The Board of Education has the option of paying the total amount of \$12,000 in the first year of retirement.

ARTICLE 12  
TERMINAL PAY

Upon the death of an administrator, payment shall be made to the designated beneficiary of said administrator for all accumulated sick leave by the following formula: accumulated sick leave divided by 185 days, multiplied by annual salary.

In the unforeseen event that the Board of Education is unable to pay the total amount in the current fiscal year partial payment will be made, with the remainder to be paid in the next fiscal year at a time designated by the beneficiary.

ARTICLE 13  
TUITION REIMBURSEMENT

Credit and Reimbursement for University Courses and Professionally Related Activities

A. General Requirements

All such credits must be granted by an accredited college or university, as shown on its official transcript.

B. University Graduate Credit\*

The Board of Education will sanction for credit for graduate university courses taken:

1. Toward an advanced degree

(Definition: Course approved by the administrator's university or college advisor as a part of a planned program leading to an advanced degree which meets academic and/or state certification requirements for a particular position within the field of public education, i.e., administrator, etc.)

or,

2. At an approved institution

(Definition: For the purposes of this policy it is assumed that courses considered for credit and reimbursement will be taught by members of a faculty of an accredited (by the appropriate regional accrediting association) college or university and that credit received will be granted by that institution. Visiting professors shall be considered part of a faculty.)

3. Tuition reimbursement shall be subject to prior written course approval by the Superintendent or his /her designee and payment shall be made following evidence of the completion of the course with a B or better. The Superintendent's approval of coursework shall be based on the relationship of the course to the administrator's assignment, the needs of the school district, or an approved program for advanced degree.

C. Professionally Related Activities for Which No University Graduate Credit is Given

Upon application to the Superintendent, administrators may receive credit for professionally related activities as part of the 15 credits authorized for other than standard graduate courses. Credit shall be granted in the discretion of the Superintendent or his/her designee under the following circumstances:

1. Eligibility for such credit.

- a. The administrator is engaged in a field of study related to his/her assignment that provides no meaningful alternative method of earning the graduate study credits than to undertake a project under this provision; or
  - b. The administrator proposes an extraordinary project of direct benefit to the New Canaan Public Schools.
- 2. Conditions for such credit.
  - a. The administrator must apply to the Superintendent or his/her designee for graduate credit under this provision prior to undertaking work on the project.
  - b. The project must involve a time commitment and projected professional development substantially equal to or greater than equivalent studies in a traditional graduate program.
  - c. Approval of the project by the Superintendent or his/her designee shall be based on its value to the professional development of the administrator and the benefit of its completion to the New Canaan Public Schools. Approval shall be in the discretion of the Superintendent and shall not be subject to the grievance procedure.

D. Reimbursement

- 1. Tuition reimbursement shall be limited to 15 semester hours per calendar year (September 1 to August 31) for all courses claimed under Part II and Part III (combined) under this policy as follows:
  - a. Part II - University Graduate Courses - up to \$230 per semester hour
  - b. Part III - Approved Professionally Related Activities: up to \$150 per semester hour
- 2. There will be no reimbursement for course taken while on any leave (maternity, or leave of absence) unless such courses are required by the school system and the system has agreed, in advance of the leave, to reimburse the administrator. (For policy governing credits applicable while on sabbatical leave see Article 21, Leaves.)
- 3. Tuition reimbursement will be made only for courses taken while a staff member is effectively employed by the New Canaan schools. (New administrators will not be eligible before beginning actual employment. Administrators who resign or retire shall not be eligible during the summer following the last year of employment in the school system.)



4. Requests for reimbursement must be made within six months of the completion of all class requirements. Such requests must include evidence (transcript or official records) of satisfactory completion of the course(s) for which reimbursement is being requested. No reimbursement can be made without such evidence on file in the central office.
5. Transcripts and official records of courses meant to apply to reclassification should be on file in the central office no later than October 1 of the year of intended reclassification.

#### ARTICLE 14 PROFESSIONAL CONFERENCES

Administrative Professional Meetings Accounts:

The Board of Education will budget \$600 per administrator for professional meetings.

#### ARTICLE 15 ADMINISTRATOR ABSENCES

A. Absence for Illness

Each professional staff member is, under the laws of the State of Connecticut (Section 10-156), entitled to fifteen days of sick leave per year and unused days may accumulate as follows: administrators to a total of 223, so long as the employee remains continuously in the service of the Board of Education.

The Superintendent, in his/her discretion, may grant a leave with pay for reasons of health.

Staff members shall receive at least annual notification of accumulated sick leave.

Absence for doctor and dentist appointments and scheduled medical examinations should not be scheduled by staff members at times when they have specific school assignments. In cases where this is unavoidable due to lengthy medical examinations or treatment, the staff member shall charge this to his or her accumulated sick leave. Medical tests/treatment for family members requiring the presence of the staff member shall be treated as emergency leave.

Evidence of bona fide absence may be required of an administrator to substantiate the cause of absence at the discretion of the Superintendent.

If an administrator exhausts sick leave, he or she shall have the right, upon written request, to meet with the Superintendent to request that sick leave be extended.

B. Absence because of death or serious illness in the Immediate Family

Administrators will receive leave without loss of compensation because of death or serious illness in the immediate family (parents, grandparents, spouse, child, grandchild, brother or sister, in-laws, or other family members in residence) not to exceed five (5) days except at the discretion of the Superintendent. For the purposes of this provision, "serious illness" is defined as a condition resulting in hospitalization.

C. Emergency Leave

The Board and the Association agree that students learn best when their educational processes are uninterrupted. However, the parties recognize that administrators do experience emergencies or need time to conduct pressing personal business which cannot be scheduled outside of the regular school day.

Therefore administrators will receive leaves for the following reasons:

Legal action: such as appearance in court, or dealings with state and federal agencies. Requests for such leave shall be supported with documentation that such attendance is required during the school day, and such leave shall be limited to three (3) days per year.

Jury Duty: administrators called to jury duty shall promptly notify the Superintendent of jury duty (within one week of receipt of written notification). Administrators who are not excused from jury duty shall be authorized to be absent with pay to fulfill the jury duty obligation without charge to sick, emergency or other leave of absence, provided that the administrator assigns any compensation for jury duty to the Board.

Special religious holidays.

Special emergencies and special personal obligations: This category includes special family emergencies as well as major personal obligations such as family funerals, children's graduation exercises, family medical tests/treatment. Such leave in this general category is limited to four (4) days per year. In extreme emergencies special exceptions to this leave provision can be granted by the Superintendent.

The staff member, where possible, should notify in writing the Superintendent three (3) days prior to the proposed absence. Upon request of the Superintendent or designee, the reason for the leave and why it is necessary during school time shall be reviewed at a meeting with the Superintendent's designee, the administrator and, if requested by the administrator, a representative of the Association.

Personal leave for the purpose of extending vacation periods or holidays cannot receive administrative approval. Absence for this reason will result in loss of pay unless the

circumstances causing the absence are beyond the control of the individual. In such cases, the individual should provide written explanation of the circumstances causing the absence to the Superintendent's office for approval.

D. Military Leave

An administrator who is required to serve a tour of military duty shall receive a salary equal to the difference between his/her administrative salary and military pay for up to thirty (30) days. An administrator whose military leave of absence exceeds thirty (30) days shall be placed on an unpaid military leave for the duration of the leave.

An administrator shall continue with all benefits for up to thirty (30) days of military leave. During such time, the administrator shall only be required to pay the required contribution paid by active administrators for such benefits (i.e. health insurance). An administrator who exceeds thirty (30) days of military leave and is placed on unpaid leave may elect to continue "COBRA-like" group medical, prescription and dental benefits for a period of up to twenty-four (24) months.

E. Leave of Absence

An administrator may request in writing a one year leave of absence without compensation and subject to approval by the Board of Education. Leave to work in another school district shall not generally be an acceptable reason for such a leave. The administrator must request this leave no later than March 1 prior to the school year for which the leave is requested, if possible. The Superintendent may extend this deadline in his/her sole discretion. Under these circumstances, the following conditions apply:

1. The administrator shall not lose tenure status in the school system.
2. Staff members granted a leave of absence must return for two full years.
3. The length of the leave will be limited to one year.
4. The administrator will not lose position on the salary schedule, but will not receive service credit on the schedule for the year of absence.
5. Leaves of absence prior to tenure status shall not constitute "teaching service" for purposes of tenure election.
6. Such leave shall be without insurance benefits, provided that the administrator may elect to continue "COBRA-like" group medical, prescription and dental benefits during this leave.
7. In the normal course of a leave of absence, the administrator shall notify the Superintendent by February 15 of his/her intention to return the following September at the end of the leave. All requests for extensions or renewals of

leaves must be made in writing on or before February 15 of the year in which the leave expires. Decisions on such requests will be confirmed in writing by April 30. Should an administrator fail to provide written notification to the Board by February 15 of his/her intent to return for the following year, such failure to give notice of return shall operate as a resignation of employment, and the administrator's employment with the Board shall terminate without a notice and without any action by the Board.

F. Child Rearing Leave of Absence

1. General Policy Statement

The Board of Education may grant a leave of absence for child-rearing without pay, to any regularly employed certified staff member on tenure, upon written request for such leave.

2. Duration of Leave

- a. Such leave of absence shall be for a period not to exceed one (1) full calendar year beyond the date of which such leave becomes effective. However, under certain circumstances, the leave may be renewed at the discretion of the Board.
- b. The period of leave may be shortened should the child not survive this one-year period.

3. Time of Return from Leave

Administrators who have been on child-rearing leave status normally will return at the beginning of a contract year (July 1<sup>st</sup>).

4. Contractual Status of Employees

The continued contractual service status of any such employee shall not be affected adversely by any such leave of absence, within the limits set forth by this policy statement. The normal annual salary increments, however, will not be granted during this leave.

5. Application for Reinstatement

The employee shall be required to make written application to the Board of Education on or before February 15 for reinstatement for the next school year.

6. Failure to Apply for Reinstatement

If the employee fails to make a written application for reinstatement on or before February 15 in the year prior to the expiration of the leave, the continued employment of any such employee shall be automatically terminated without a notice and without any action by the Board of Education.

G. Disability Leave - Maternity

1. Disabilities caused by pregnancy, miscarriage, childbirth and recovery therefrom, shall be treated as temporary disabilities for all job-related purposes.
2. Accumulated sick leave shall be available for use during periods of such disability.
3. Pregnancy or childbirth shall not be the basis for termination of employment or compulsory resignation.
4. The Board of Education reserves the right to obtain proper medical certification regarding the beginning and termination of such leave and may require examination or consultation by the School Medical Officer.
5. Sick leave is not applicable to normal child care.
6. The Board will continue to pay its share of insurance costs during the period of disability. The administrator shall remit directly to the Business Office her monthly premium contribution during the period of disability.

H. Leave for Professional Reasons

An administrator may be granted leave without loss of compensation to visit other schools, attend administrator meetings and conventions, and to engage in other professional activities outside the school system provided such absence has been approved in advance by the Superintendent.

I. Discretionary Provisions Related to Absence

In cases not covered herein, the Superintendent shall have discretionary powers to determine, with the individual concerned, appropriate action.

J. Workers' Compensation

In case of accident, the business office should be notified within 48 hours. Absence occasioned by occupational accidents shall not be deducted from the allowance for personal illness.

In all cases where school employees are paid in full by the Board of Education during absence occasioned by injury received on duty, the employee shall endorse the

compensation check and return it to the Town Treasurer of New Canaan via the Central Office.

## ARTICLE 16 GRIEVANCE PROCEDURE

A claim by an administrator (or group of administrators) below the rank of Assistant Superintendent, or the Association (hereinafter, the grievant) that there has been a violation, misinterpretation or misapplication of any provision of this Agreement, or that there has been a failure to follow established procedures of the evaluation and support program, may be processed as a grievance as hereinafter provided.

### Informal Procedure:

In the event that the grievant believes there is a basis for a grievance, the alleged grievance shall first be discussed with the immediate supervisor or the Superintendent. If, as a result of this informal discussion with the immediate supervisor or the superintendent, a grievance still exists, the grievant shall formally file the grievance following the procedures listed below.

### Formal Procedure:

The administrator and/or the Association shall formally file the grievance upon the form provided by the Association. The written grievance must be filed within thirty (30) calendar days after the administrator knew or could have been reasonably expected to know of the alleged violation.

#### Level 1: Superintendent

Within seven (7) calendar days of receipt of the transmittal, the Superintendent or his designee shall meet with the grievant and a representative and shall indicate his disposition of the grievance in writing within seven (7) calendar days of such meeting, and shall furnish a copy thereof to the Association.

#### Level 2: Board of Education

If the grievant is not satisfied with the disposition of the grievance by the Superintendent or his designee, or if no disposition has been made within seven (7) calendar days, the grievance shall be transmitted to the Board of Education (hereinafter, the Board) by filing a written copy thereof with the Secretary or other designee of the Board. The Board, no later than its next regular meeting or fourteen (14) calendar days, whichever shall be earlier, shall meet in executive session with the grievant and a representative of the Association if the grievant has requested such a representative in an effort to resolve the grievance. Disposition of the grievance in writing by the Board shall be made no later than seven (7) calendar days thereafter. A copy of the disposition shall be furnished to the Association.

### Level 3: Arbitration

If the grievant is not satisfied with the disposition of the grievance by the Board, or if no disposition has been made within the seven (7) calendar days above, then the Association shall submit the grievance to arbitration. The submission to arbitration must be made in writing by certified mail, with a copy to the Superintendent, postmarked within the seven (7) calendar days immediately following the receipt by the grievant of the Board's Level 2 answer or, if no answer is received from the Board, within fourteen (14) calendar days after the discussion of the grievance with the Board.

The selection of the arbitrator and the procedure for conducting the arbitration process shall be in accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association. The decision of the arbitrator will be final and binding, subject to the right of either party to have the award confirmed, vacated or modified according to law.

Questions arising over arbitrability of an alleged grievance shall be submitted to arbitration for determination. The arbitrator shall have no power to alter, add to or subtract from the express terms of this Agreement. The award of the arbitrator shall be forwarded to the grievant, the Association and the Board.

The cost of the arbitrator's service will be borne equally by the Board and the Association.

The records or reports of any grievance procedure will be filed separately and not in the administrator's personnel file.

The time limits provided in this Article shall be strictly observed, but may be extended by a written agreement of the parties. In the event a grievance is filed after May 1 of any year and strict adherence to the time limits may result in hardship to any party, the Board shall use its best efforts to process such grievances prior to the end of the school term or as soon thereafter as possible.

Notwithstanding the expiration of this agreement, any claim or grievance arising thereunder may be processed through the grievance procedure until resolution. Either party may call on others to serve in an advisory capacity at any stage of this procedure.

No reprisals of any kind will be taken by the Board against any grievant because of participation in this grievance procedure.

### ARTICLE 17 DURATION

This Agreement shall be in full force and effect from July 1, 2023 through and including June 30, 2026, subject to reopener negotiations over Article 9 and in accordance with statute upon the

written request of the Board if there is any material amendment to the ACA (Patient Protection and Affordable Care Act) that would increase the cost of the medical insurance plan offered herein. Reopener negotiations shall be limited to health insurance plan design and funding, premium cost share and/or introduction of an additional optional health insurance plan.

NEW CANAAN BOARD  
OF EDUCATION



2/10/23  
Date

NEW CANAAN ADMINISTRATORS'  
ASSOCIATION



2/7/23  
Date