

AGENDA

In accordance with Governor Lamont's Executive Order 7B and social distancing guidelines recommended by the CDC to slow community spread of COVID-19, this meeting is physically closed to the public. The public may view the meeting live at <https://mansfieldct.gov/videoor> on Charter Spectrum Cable Channel 191 (the website is recommended as it is a higher image clarity).

Public Comment will be accepted by email at TownMngr@mansfieldct.org or by USPS mail at 4 South Eagleville Road, Mansfield CT 06268 and must be received prior to the meeting (public comment received after the meeting will be shared at the next meeting). Additionally, public comment can be phoned in live. Please email TownMngr@mansfieldct.org or call 860-429-3336 ext. 5 by 4:00PM on the day of the meeting to receive instructions for how to phone in public comment.

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GoToMeeting | Audrey P. Beck Municipal Building
4 So. Eagleville Road, Mansfield, CT

DRAFT MINUTES

1. CALL TO ORDER

Mayor Moran called the regular meeting of the Mansfield Town Council to order at 7:00 p.m. on GoToMeeting.

2. ROLL CALL

Present: Ausburger, Berthelot, Bruder, Fratoni, Freudmann, Moran, Schurin, Shaiken

Excused: Kochenburger

3. APPROVAL OF MINUTES

Ms. Berthelot **moved** and Mr. Shaiken seconded to approve the minutes of the September 14, 2020 regular meeting as presented. Motion **passed** unanimously.

4. PUBLIC HEARING

A. Proposed Land Swap with Joshua's Trust (Sawmill Brook and Wolf Rock Preserves) Item #9D, 8-10-20 Agenda)

The Town Clerk read the legal notice. Mayor Moran asked for comments. Interim Town Manager John Carrington read a letter from Elizabeth Wassmundt, Old Turnpike Road, into the record (see attached). Hearing no further comments, the public hearing was closed.

B. Wetlands Citation Ordinance (Item #9B, 8-10-20 Agenda)

The Town Clerk read the legal notice. Mayor Moran asked for comments. No comments were offered and the public hearing was closed.

5. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE COUNCIL

None.

6. REPORT OF THE TOWN MANAGER

Interim Town Manager John Carrington presented his written report. The report is available online at www.MansfieldCT.gov and is on file with the Town Clerk.

7. REPORTS AND COMMENTS OF COUNCIL MEMBERS

Mayor Moran noted Mansfield's loss with the recent passing of Don Wetherell and recognized his contributions to the Town's trails and parks, especially his

service on the Parks Advisory Committee and work on Schoolhouse Brook Park. Mayor Moran also reported she has been to the Storrs Farmers Market recently and the food is wonderful.

Mr. Bruder expressed his appreciation for the work of the Superintendent and Mansfield Board of Education staff.

Ms. Berthelot **moved** and Mr. Bruder seconded to move new business item 9A to follow old business item 8B. Motion **passed** unanimously.

8. OLD BUSINESS

A. Proposed Land Swap with Joshua's Trust (Sawmill Brook and Wolf Rock Preserves) Item #9D, 8-10-20 Agenda)

Senior Planner Jennifer Kaufman presented a map depicting the proposed swap and answered Councilor questions. Councilors discussed the value of the property and debated the merits of the land swap.

Mr. Schurin **moved** and Ms. Berthelot seconded to authorize the Interim Town Manager to execute required documents to convey a 1.19-acre lot fronting on Crane Hill Road (Assessor's Parcel ID 28.96.5-A) to Joshua's Trust and to acquire a 1.854-acre parcel of non-frontage forested land in the vicinity of Jacob's Hill Road (Assessor's Parcel ID 33.97.1230A). The conveyance by the Town of the 1.19-acre lot fronting on Crane Hill Road shall be subject to a deed restriction requiring the property to remain in its natural state with a publicly accessible trail and shall include provisions for signage, trail maintenance, invasive species control and forest management. Should Joshua's Trust be unable or unwilling to hold this property in such state then it shall revert back to the Town of Mansfield. Motion **passed** with all in favor except Ausburger, Fratoni, and Freudmann who voted against.

B. Wetlands Citation Ordinance (Item #9B, 8-10-20 Agenda)

Mr. Shaiken **moved** and Ms. Berthelot seconded to suspend rule 6(d) of the Council Rules of Procedure to allow consideration and action on the Wetlands Citation Ordinance. Motion **passed** unanimously.

Mr. Bruder **moved** and Ms. Berthelot seconded, effective September 29, 2020, to approve the proposed amendments to the Mansfield Wetlands Ordinance (Section 40- 6(B)(1)) which amendments shall be effective 21 days after publication in a newspaper having circulation within the Town of Mansfield. Motion **passed** with all in favor except Ausburger and Freudmann who voted against.

C. Appointment of Interim Town Manager (Item #9A, 6-22-20 Agenda)

Mr. Bruder **moved** and Mr. Freudmann seconded to adopt the following resolution:

Resolved, pursuant to Chapter C501(B)(2) of the Mansfield Town Charter, to appoint John C. Carrington to continue to serve as Interim Town Manager for the Town of Mansfield for an additional 90 days, commencing on October 8, 2020. During-the period in which he serves as Interim Town Manager, Mr. Carrington's salary shall be increased by 10% and his other employment-related benefits as a regular nonunion employee shall remain in place. At the conclusion of his service as interim Town Manager, Mr. Carrington shall return to his position as Director of Public Works and Town Engineer with the salary and employment-related benefits assigned to that position. Motion **passed** unanimously.

D. COVID-19 Update (Item #8A, 5-11-20 Agenda)

Robert L. Miller, Director of Health, Eastern Highland Health District, provided the Council with an update on COVID-19 in Mansfield with a focus on The Oaks and the UConn campus and answered Councilor questions regarding existing support for and the process involved with handling positive cases.

9. NEW BUSINESS

A. Appointment of Town Manager

Mayor Moran reviewed the recruitment process and contract highlights.

Mr. Bruder **moved** and Ms. Berthelot seconded to adopt the following resolution:

Resolved, to appoint Ryan Aylesworth to the position of Town Manager effective December 1, 2020; and effective September 29, 2020, to authorize the Mayor to sign the attached Town Manager Employment Agreement with Ryan Aylesworth, which shall commence on December 1, 2020. Motion **passed** with all in favor except Ausburger and Freudmann who voted against.

B. Fire Study Briefing

Steven Knight of Fitch & Associates presented the results of the fire department operational and staffing assessment and answered Councilor questions along with Fire Chief Raiola.

C. FY 2019/20 Proposed Yearend Transfers

Mr. Shaiken, by recommendation of the Finance Committee, **moved**, effective September 29, 2020, to approve the Yearend Budget Transfers for FY 2019/20, as presented by the Director of Finance in her correspondence dated September 23, 2020. Motion **passed** unanimously.

D. Proposed Capital Improvement Program Adjustments FY 19/20

Mr. Shaiken, by recommendation of the Finance Committee, **moved**, effective September 29, 2020, to approve the adjustments to the Capital Projects fund,

as presented by the Director of Finance in her correspondence dated September 23, 2020. Motion **passed** unanimously.

E. Financial Statements Dated June 30, 2020

Mr. Shaiken, by recommendation of the Finance Committee, **moved**, effective September 29, 2020, to accept the Financial Statements dated June 30, 2020. Motion **passed** unanimously.

F. Proposed Capital Improvement Program Adjustments FY 20/21

Mr. Shaiken, by recommendation of the Finance Committee, **moved**, effective September 29, 2020, to approve the adjustments to the Capital Projects fund, as presented by the Director of Finance in her correspondence dated September 23, 2020. Motion **passed** unanimously.

G. FY 20/21 Non Union Personnel Employer/Employee Insurance Share Percentages

Ms. Berthelot, by recommendation of the Personnel Committee, **moved**, effective September 29, 2020, to endorse a decrease by 1% of the Town's contribution to the medical plan premiums and a 1% increase to the Non-Union employees' contribution to the medical plan premiums effective January 1, 2021. Motion **passed** unanimously.

H. FY 20/21 Non-Union Personnel and Department Head Vacation Leave Allotments

Ms. Berthelot, by recommendation of the Personnel Committee, **moved**, effective September 29, 2020 to endorse a vacation leave accrual increase for non-union personnel and Department Heads effective November 1, 2020. Motion **passed** unanimously.

I. Non-Union Personnel Longevity Payments for New Hires

Ms. Berthelot, by recommendation of the Personnel Committee, **moved**, effective September 29, 2020 to endorse removing the longevity advancement pay for Non-Union employees hired on or after November 1, 2020. Motion **passed** with all in favor except Schurin who voted against.

10. REPORTS OF COUNCIL COMMITTEES

None.

11. DEPARTMENTAL AND ADVISORY COMMITTEE REPORTS

None.

12. PETITIONS, REQUESTS AND COMMUNICATIONS

A. Storrs Center August 2020 Financial Report (9/14/20)

B. V. Walton: Mansfield Recycling Coordinator - Memo re: Solar For All Mansfield Windham Update (9/18/20)

C. T. Katsouleas: President, UConn - letter to Mayor Moran (9/23/20)

D. M. Levine: Government Finance Officers Association letter re: Certificate of Achievement for Excellence in Financial Reporting (9/25/20)

13. FUTURE AGENDAS

None.

14. ADJOURNMENT

Mr. Bruder **moved** and Mr. Schurin seconded to adjourn the meeting at 10:15 p.m. The motion **passed** unanimously.

Antonia Moran, Mayor

Sara-Ann Chaine, Town Clerk

Sara-Ann Chaine

From: Elizabeth Wassmundt <etwno1@sbcglobal.net>
Sent: Tuesday, September 29, 2020 11:29 AM
To: Town Mng; Town Council; Sara-Ann Chaine
Subject: Public Hearing, Land Swap

Follow Up Flag: Follow up
Flag Status: Flagged

Good Morning All:

I expect this communication to be read as part of the Public Hearing.

I went to review documents about this land swap in "the Packet" to find that the information is at town hall which is not open except by appointment or at mansfieldct.gov. If it is at mansfieldct.gov, it is not evident to me. So, I speak without good research. Maybe a previous packet has the info but I don't have time to look for it.

Be very careful about doing this land swap. I can see no reason to do it. I believe that all of these properties are contiguous. Why should there be **any** reason to change ownership of any one of these properties? The town should not give up control of a parcel of land which has road access under any circumstance. If the town does not own the property, the town does **not** control the use of it. Do not do it.

Now, based on past experience, I expect that the Republicans will be opposed to this swap likely for the reasons I have given and maybe for other reasons and, the Democrats will want to do it likely because they have friends on Joshua's Trust or maybe Jennifer says it's okay. Should the Democrats vote to do this swap, PLEASE, **at least** put in the deed a restriction to the effect that the property can never be sold by Joshua's Trust and that the access ways and trails can never be changed excepting by agreement with the town and must be maintained by Joshua's Trust or the property reverts back to ownership by the town.

For once, please do what is in the interest of the general Mansfield public, the taxpayers. The town, taxpayers, now own a good property, just keep it that way.

I am a fan of Joshua's Trust and have arranged, at this point anyway, to donate my property to them in the future but the town should not do this swap.

Please, don't give the store away.

Betty Wassmundt
Old Turnpike Road
Storrs, CT



**Town of Mansfield
Agenda Item Summary**

To: Town Council
From: John C. Carrington, Interim Town Manager 
CC: Robert L. Miller, Director of Health, Eastern Highland Health District
Date: October 13, 2020
Re: COVID-19 Update

Subject Matter/Background

Robert L. Miller, Director of Health, Eastern Highland Health District will provide the Council with an update on COVID-19 in Mansfield.



**Town of Mansfield
Agenda Item Summary**

To: Town Council
From: John C. Carrington, Interim Town Manager
CC: Derek Dilaj, Acting Director of Public Works
Date: October 13, 2020
Re: Litter – Unwanted Items Delivered

A handwritten signature in black ink, appearing to read "John C. Carrington".

Subject Matter/Background

At your July 27, 2020 meeting, the Council heard from a resident, who was representing many others, about the unwanted home delivery of newspapers, handbills, circulars, phone books, pamphlets, leaflets and the like. A majority of the time, these items are thrown on a resident's driveway, lawn, or porch in a plastic bag. Residents do not like getting the unsolicited items. In fact, they, routinely, immediately dispose and/or recycle them. Residents have contacted the offices delivering the unwanted items but the items continue to be delivered.

Legal Review

The Town Attorney reports that this type of delivery is legal and protected. It is an issue that has vexed both homeowners and municipal officials across the country.

The home delivery of such materials has been held to be protected under the First Amendment to the United States Constitution. In *Schneider v. New Jersey*, 308 U.S. 147 (1939), the Court held that the outright ban on the distribution of such material in the streets by a municipality violates the Constitution. The Court further followed up with the case of *Martin v. City of Struthers, Ohio*, 319 U.S. 141 (1943) and held that the First Amendment prohibits the banning of such materials from house to house.

The Court has generally recognized that the First Amendment free speech guarantees apply not only to political or religious speech but to commercial speech as well. *Virginia State Board of Pharmacy, et al v. Virginia Citizens Consumer Counsel, Inc.*, 425 U.S. 748 (1976).

In 1982, the federal Third Circuit Court of Appeals ruled that an ordinance barring distribution of advertising material to homes without the owner's permission was unconstitutional, and in 1999, the Georgia Supreme Court struck down a local ordinance prohibiting the free distribution of printed material in yards, driveways and

porches. (Statesboro Publishing Company, Inc. v. City of Sylvania, 271 Ga. 92, 516 S.E.2d 296 (1999))

In 1994, the Wyoming Supreme Court used a similar rationale to strike down restrictions on distribution of free newspapers on First Amendment grounds. (See Miller v. City of Laramie, 880 P.2d 594 (1994)) In 2000, the Ohio Court of Appeals cited the First Amendment in reversing the littering conviction of a woman who had delivered a free newspaper to peoples' homes.

There is one case in which a municipality required alternative delivery (i.e. on porch or in mail slot), which was upheld by the Sixth Circuit Court of Appeals as a content neutral regulation. See Lexington H-L SERVICES, INC., d/b/a/ Lexington Herald-Leader v. Lexington-Fayette Urban County Government, Civil No. 5:17-CV-154-KKC. United States District Court, E.D. Kentucky, Central Division, Lexington (2018).

Municipalities have tried addressing the concerns of citizens regarding the unwanted delivery of these materials, and the unsightly mess they can create. Most of the local, reputable newspapers and the like do have a program or list that allow a homeowner to 'opt out' of delivery. Individuals may wish to follow up with the party that is delivering this material to you to see if their home can be removed from their list.

There are some cases which would indicate that a homeowner, after repeated requests to cease delivery of unwanted material, has the right to bring an action against the company to force it to cease and desist from such deliveries.

Recommendation

Staff has no recommendation for the Council. We recommend residents contact the party that is delivering this material and ask them to remove their home from their list.

Attachments

- 1) Litter Ordinance

Chapter 131

LITTER

GENERAL REFERENCES

Outdoor burning — See Ch. 114.

Solid waste — See Ch. 161.

Hearing procedure for citations — See Ch. 129.
Solid waste regulations — See Ch. 196.

§ 131-1. Title.

This chapter shall be known and may be cited as the "Ordinance Regulating Litter" or "Litter Ordinance."

§ 131-2. Legislative authority.

This chapter is enacted pursuant to the provisions of C.G.S. § 7-148 et seq., as amended.

§ 131-3. Findings and purpose.

The Town Council of the Town of Mansfield finds that the improper dispersion of litter and garbage within the community creates a public health hazard and blight, and is therefore detrimental to the general welfare, health and safety of the people of Mansfield. Therefore, pursuant to the various police, health and public safety powers granted to municipalities under C.G.S. § 7-148, the Town of Mansfield seeks to protect, preserve and promote the health, safety, welfare and quality of life of its people by regulating the dispersion of litter and garbage.

§ 131-4. Definitions.

For the purpose of this chapter, the words and phrases used herein shall have the following meanings, unless otherwise clearly indicated by the context:

BLIGHT or BLIGHTED PREMISES — Any parcel of land where at least one of the following conditions exists:

- A. It has been determined by an Enforcement Officer, acting within the scope of his/her authority, that a condition exists that poses a serious or immediate threat to the health, safety or general welfare of the community.
- B. The property is in a physically deteriorating condition causing unsafe or unsanitary conditions or a nuisance to the general public, as evidenced by one or more of the following conditions:
 - (1) Rodent harborage and/or infestation.

(2) Persistent and substantial litter, garbage or rubbish on the property.

C. The overall condition of the property causes an unreasonable impact on the enjoyment of or value of neighboring properties as evidenced, for example, by complaints or statements of witnesses, photographs, code violations, reports or inspection by an Enforcement Officer.

ENFORCEMENT OFFICER — One or more employees or agents of the Town, designated by the Town Manager to enforce the provisions of this chapter.

GARBAGE — Putrescible animal and vegetable wastes resulting from the handling, preparation, cooking and consumption of food.

LITTER — Any discarded, used or consumed substance or waste material, garbage or rubbish, which has not been deposited in a refuse receptacle.

PARK — A park, reservation, playground, recreation center or any other public area in Town, owned or used by the Town and devoted to active or passive recreation.

PERSON — Any individual, firm, partnership, association, syndicate, company, trust, corporation, limited-liability company, municipality, agency, or political or administrative subdivision of the state or other legal entity of any kind.

PRIVATE PREMISES — Any dwelling, house, building, or other structure, designed or used, either wholly or in part, for private residential purposes, whether inhabited or temporarily or continuously uninhabited or vacant, and shall include any yard, grounds, walk, driveway, porch, steps, sidewalk and abutting edge of the street, vestibule or mailbox belonging or appurtenant to such dwelling, house, building or other structure.

PUBLIC PLACE — Any area that is used or is held out for use by the public, whether owned or operated by public or private interests.

REFUSE — Shall mean both garbage and rubbish.

RUBBISH — Nonputrescible solid wastes consisting of both combustible and noncombustible wastes, such as paper, wrappings, cigarettes, cardboard, tin cans, yard clippings, leaves, wood glass, bedding, crockery and similar materials.

VEHICLE — Every device in, upon or by which any person or property is or may be transported or drawn upon a highway.

§ 131-5. Littering in public places.

No person shall throw or deposit litter in or upon any street, sidewalk or other public place within the Town except in public receptacles, in authorized private receptacles for collection, or in official Town disposal areas.

§ 131-6. Placing of litter in receptacles.

Persons placing litter in public receptacles or in private receptacles shall do so in such a manner as to prevent it from being carried or deposited by the elements upon any street, sidewalk or other public place or upon private property.

§ 131-7. Sweeping litter into public places; duty to keep sidewalks clean.

No person shall sweep into or deposit in any gutter, street or other public place within the Town the accumulation of litter from any building or lot or from any public or private sidewalk or driveway. Persons owning, controlling or occupying property shall keep the sidewalk or abutting edge of the street in front of their premises free of litter.

§ 131-8. Duty of merchants.

No person owning, controlling or occupying a place of business shall sweep into or deposit in any gutter, street or other public place within the Town the accumulation of litter from any building or lot or from any public or private sidewalk or driveway. Persons owning, controlling or occupying places of business within the Town shall keep the sidewalk or abutting edge of the street in front of their business premises free of litter.

§ 131-9. Throwing litter from vehicles.

No person, while a driver or passenger in a vehicle, shall throw or deposit litter upon any street or other public place within the Town, or upon private property.

§ 131-10. Vehicles causing litter.

No person shall drive or move any truck or other vehicle within the Town unless such vehicle is so constructed or loaded as to prevent any load, contents or litter from being blown or deposited upon any street or other public place, or upon private property.

§ 131-11. Litter in parks.

No person shall throw or deposit litter in any park within the Town except in public receptacles and in such a manner that the litter will be prevented from being carried or deposited by the elements upon any part of the park or upon any street or other public place or upon private property. Where public receptacles are not provided, all such litter shall be carried away from the park by the person responsible for its presence and properly disposed of elsewhere as provided herein.

§ 131-12. Littering fountains or bodies of water.

No person shall throw or deposit or cause to be blown, scattered, spilled or otherwise dispose of any litter in any fountain, pond, lake, stream, or other body of water in a park or elsewhere within the Town.

§ 131-13. Litter on private property.

No person shall throw or deposit litter on any private property within the Town, whether owned by such person or not, except that the owner or person in control of occupied private property may maintain private receptacles for collection in such a manner that litter will be prevented from being carried or deposited by the elements upon any street, sidewalk or other public place or upon any private property.

§ 131-14. Duty to maintain premises free of litter and blight.

The owner, agent, tenant or person in control of any private property shall at all times maintain the premises free of litter and blight; provided, however, that this section shall not prohibit the storage of litter in private receptacles for collection.

§ 131-15. Enforcement; violations and penalties.

Enforcement of this chapter shall be as follows:

- A. The Town Manager shall designate one or more Enforcement Officers, who are empowered to take such enforcement actions as authorized in this chapter.
- B. Any person violating the provisions of this chapter shall be deemed to have committed an infraction and may be issued a citation. Said citation shall inform the person named therein of the allegations against him or her, the amount of the fine due, and the date on which payment of the fine is due, which shall be no later than 10 days after the date of the citation. Said citation shall be hand delivered or mailed by certified mail, return receipt requested, addressed to the person named therein at his or her last known address. Citations shall be punishable with a fine of \$90 dollars for each violation. Each separate day that a violation exists after the issuance of a citation shall be subject to a separate additional fine without the issuance of a separate citation.
- C. In lieu of issuing a citation per § 131-15B of this chapter, the Enforcement Officer may serve written notice of the violation(s) of this chapter to the owner, agent, tenant or person in control of any occupied or vacant property within the Town. Such notice shall be hand delivered or mailed by certified mail, return receipt requested, addressed to said owner, agent, tenant or person in control of the subject property at the last known address. Such notice shall state the violation(s) as outlined hereinafter, demand its correction within 10 calendar days, and state that if the person cited fails to correct the violation before the deadline,

the Town may issue a citation to the owner, agent, tenant or person in control of the subject property per § 131-15C of this chapter.

- D. In addition to any other remedy authorized by this chapter, if any such fine issued pursuant to the provisions of this chapter is unpaid beyond the due date, the Town may initiate proceedings under the authority of C.G.S. § 7-152c and Chapter 129, Hearing Procedure for Citations, to collect such fine.

§ 131-16. Removal by Town.

- A. Notice to remove. In lieu of or in addition to the remedies authorized in § 131-15 of this chapter, the Enforcement Officer is authorized and empowered to notify the owner, agent, tenant or person in control of any occupied or vacant private property within the Town to properly dispose of litter located on the subject property that is in violation of this chapter. Such notice shall be by certified mail, addressed to said owner, agent, tenant or person in control of the subject property at his/her last known address.
- B. Action upon noncompliance. Upon the failure, neglect or refusal of any owner, agent, tenant or person in control of the subject property so notified to properly dispose of litter or blight within 10 days after receipt of the written notice provided for in Subsection A above, the Enforcement Officer is hereby authorized and empowered to pay for the disposing of such litter or to order its disposal by the Town.
- C. Recorded statement constitutes lien. Upon completion of such work, the Enforcement Officer shall determine the reasonable cost thereof and bill the owner, agent, tenant or person in control of the subject property. Upon failure of the owner, agent, tenant or person in control of the subject property to remit to the Town the amount of such charge within 30 days from the date of such notice, the Enforcement Officer, within 90 days from the date of such notice, shall record in the land records of the Town a sworn statement showing the cost and expense incurred for the work, the date the work was performed and the location of the property on which said work was performed. The recordation of such sworn statement shall constitute a lien and privilege on the property and shall remain in full force and effect for the amount due in principal and legal interest, plus costs in court, if any, for collection, until final payment has been made. Sworn statements recorded in accordance with the provisions hereof shall be prima facie evidence that all work has been completed properly and satisfactorily, and shall be full notice to every person concerned that the amount of the statement, plus interest, constitutes a charge against the property designated or described in the statement and the same is due and collectible as provided by law. Said lien shall have the same effect and may be foreclosed in the same manner as a tax lien.

§ 131-17. Appeals procedure.

Any person fined pursuant to this chapter may appeal such fine pursuant to the provisions of Chapter 129, Hearing Procedure for Citations.

§ 131-18. Word usage.

Whenever used, the singular number shall include the plural, the plural the singular, and the use of either gender shall include both genders.



**Town of Mansfield
Agenda Item Summary**

To: Town Council
From: John C. Carrington, Interim Town Manager 
CC: Kelly Lyman, Superintendent Mansfield Board of Education
Date: October 13, 2020
Re: Contract between the Mansfield Board of Education and the Mansfield Administrators' Association

Subject Matter/Background

The Mansfield Board of Education and the Mansfield Administrators' Association have agreed to the attached three (3) year successor agreement. In accordance with Connecticut General Statutes (CGS) 10-153d(b), on September 30, 2020 the Mansfield Board of Education filed a copy of the contract between the parties with the Town Clerk.

With respect to administrator's contracts, pursuant to CGS 10-153d(b) the Town Council may exercise one of three options within thirty (30) days of the date of filing with the Town Clerk's Office:

- 1) Ratify/approve the tentative agreement;
- 2) Reject the tentative agreement, in which case the matter shall be referred to binding arbitration; or
- 3) Take no action, in which case the tentative agreement shall be considered ratified by the town after the 30-day waiting period from the date of file.

Town staff does not participate in labor relations involving Mansfield Board of Education employees.

Financial Impact

The salary schedule beginning on July 1, 2021 represents a 3% increase to the salaries in effect on June 30, 2021, including step movement. Beginning July 1, 2022, salaries shall increase by 3%, including step movement. Beginning July 1, 2023, salaries shall increase by another 3%, including step movement. More detailed information can be found in the contract.

Legal Review

The Mansfield Board of Education has negotiated the agreement with the assistance of its labor attorney.

Attachments

- 1) Key Provisions of Settlement with the Mansfield Administrators' Association
- 2) Legal Notice
- 3) CGS §10-153d
- 4) Contract between the Mansfield Board of Education and the Mansfield Administrators' Association

**August 18, 2020
Mansfield Board of Education
Key Provisions of Settlement with the
MANSFIELD ADMINISTRATORS' ASSOCIATION**

<u>Issue</u>	<u>Agreement</u>
Duration	The parties agreed to a three (3) year successor agreement. The agreement will be effective on July 1, 2021 and will run through June 30, 2024.
Salaries	<p>The parties agreed to the following salary increases for the proposed successor collective bargaining agreement:</p> <p>Effective July 1, 2021 – 3.0% general wage increase and step movement. The total cost for the increase in 2021-2022 is 3.0% of the salary account.</p> <p>Effective July 1, 2022 - 3.0% general wage increase plus step movement. The total cost for the increase in 2022-2023 is 3.0% of the salary account.</p> <p>Effective July 1, 2023 - 3.0% general wage increase plus step movement. The total cost for the increase in 2023-2024 is 3.0% of the salary account.</p> <p>Over a three (3) year period, the proposed successor agreement represents a 9.0% increase.</p> <p>In addition, the parties agreed to increase the Administrators' annuity by 0.75%.</p>
Insurance	<p>Premium Cost Sharing for High Deductible Health Plan (HDHP):</p> <p>2021-2022 - 17% 2022-2023 - 17% 2023-2024 - 17%</p>
Sick Day Payout Upon Retirement	The parties agreed to increase the sick day payout from \$15 per day to \$20 per day.

Legal Notice
Town of Mansfield

Notice is hereby given that a copy of the contract between the Mansfield Board of Education and the Mansfield Administrators' Association effective July 1, 2021 through and including June 30, 2024, or until such subsequent time that a successor agreement becomes effective, was filed in the Town Clerk's office, 4 South Eagleville Road, Mansfield on September 30, 2020 and is available for public inspection, in accordance with the General Statutes of the State of Connecticut.

Dated this 8th day of October, 2020

Sara-Ann Chaine
Town Clerk

Cited. 5 CA 253; 23 CA 727; 35 CA 111.

Cited. 27 CS 298; 28 CS 266; 38 CS 80.

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Sec. 10-153d. Meeting between board of education and fiscal authority required. Duty to negotiate. Procedure if legislative body rejects contract. (a) Within thirty days prior to the date on which the local or regional board of education is to commence negotiations pursuant to this section, such board of education shall meet and confer with the board of finance in each town or city having a board of finance, with the board of selectmen in each town having no board of finance and otherwise with the authority making appropriations therein. A member of such board of finance, such board of selectmen, or such other authority making appropriations, shall be permitted to be present during negotiations pursuant to this section and shall provide such fiscal information as may be requested by the board of education.

(b) The local or regional board of education and the organization designated or elected as the exclusive representative for the appropriate unit, through designated officials or their representatives, shall have the duty to negotiate with respect to salaries, hours and other conditions of employment about which either party wishes to negotiate. For purposes of this subsection and sections 10-153a, 10-153b and 10-153e to 10-153g, inclusive, (1) "hours" shall not include the length of the student school year, the scheduling of the student school year, the length of the student school day, the length and number of parent-teacher conferences and the scheduling of the student school day, except for the length and the scheduling of teacher lunch periods and teacher preparation periods and (2) "other conditions of employment" shall not include the establishment or provisions of any retirement incentive plan authorized by section 10-183jj or the development or adoption of teacher evaluation and support programs, pursuant to section 10-151b. Such negotiations shall commence not less than two hundred ten days prior to the budget submission date. Any local board of education shall file forthwith a signed copy of any contract with the town clerk and with the Commissioner of Education. Any regional board of education shall file forthwith a signed copy of any such contract with the town clerk in each member town and with the Commissioner of Education. Upon receipt of a signed copy of such contract the clerk of such town shall give public notice of such filing. The terms of such contract shall be binding on the legislative body of the local or regional school district, unless such body rejects such contract at a regular or special meeting called and convened for such purpose within thirty days of the filing of the contract. If a vote on such contract is petitioned for in accordance with the provisions of section 7-7, in order to reject such contract, a minimum number of those persons eligible to vote equal to fifteen per cent of the electors of such local or regional school district shall be required to participate in the voting and a majority of those voting shall be required to reject. Any regional board of education shall call a district meeting to consider such contract within such thirty-day period if the chief executive officer of any member town so requests in writing within fifteen days of the receipt of the signed copy of the contract by the town clerk in such town. The body charged with making annual appropriations in any school district shall appropriate to the board of education whatever funds are required to implement the terms of any contract not rejected pursuant to this section. All organizations seeking to represent members of the teaching profession shall be accorded equal treatment with respect to access to teachers, principals, members of the board of education, records, mail boxes and school facilities and, in the absence of any recognition or certification as the exclusive representative as provided by section 10-153b, participation in discussions with respect to salaries, hours and other conditions of employment.

(c) If the legislative body rejects the contract pursuant to the provisions of subsection (b) of this section, the parties shall commence the arbitration process, in accordance with the provisions of subsection (c) of section 10-153f, on the fifth day next following the rejection which, for the purposes of this procedure, shall serve as the equivalent of the one hundred thirty-fifth day prior to the budget submission date, provided, if requested by either party, the parties shall mediate the contract dispute prior to the initial arbitration hearing. The parties shall meet with a mediator mutually selected by them, provided such parties shall inform the commissioner of the name of such mediator. If the parties are unable to mutually select a mediator, then the parties shall meet with the commissioner or the commissioner's agent or a mediator designated by said commissioner. Mediators shall

be chosen from a panel of mediators selected by the State Board of Education or from outside such panel if mutually agreed by the parties. Such mediators shall receive a per diem fee determined on the basis of the prevailing rate for such services, and the parties shall share equally in the cost of such mediation. In any civil or criminal case, any proceeding preliminary thereto, or in any legislative or administrative proceeding, a mediator shall not disclose any confidential communication made to such mediator in the course of mediation unless the party making such communication waives such privilege. The parties shall provide such information as the commissioner may require. The commissioner may recommend a basis for settlement but such recommendations shall not be binding upon the parties.

(February, 1965, P.A. 298, S. 3; 1967, P.A. 752, S. 3; 1969, P.A. 811, S. 3; P.A. 73-391; P.A. 76-403, S. 4, 11; P.A. 77-614, S. 302, 610; P.A. 78-84; 78-218, S. 82; P.A. 83-72, S. 3, 9; P.A. 84-225; P.A. 87-250, S. 1, 11; P.A. 89-233, S. 2, 3; P.A. 90-230, S. 79, 101; P.A. 92-84, S. 4, 7; 92-170, S. 21, 26; P.A. 96-244, S. 14, 63; P.A. 13-245, S. 20.)

History: 1967 act substituted "town" for "local" boards of education and included provision for equal access to mailboxes and school facilities; 1969 act added detailed provisions re adoption and implementation of contracts; P.A. 73-391 required town clerk to give public notice of filing of contract; P.A. 76-403 inserted Subsec. (a) re role of municipal appropriation-making authority in negotiation process, made former provisions Subsec. (b) and included in Subsec. (b) requirement that negotiations commence at least 180 days before budget submission date and requirement that copies of contracts be filed with secretary of state board as well as with town clerk(s) and modified provision re equal access and right to participate in discussion so that all have right to equal access, and discussion participation right applies only where no exclusive representative has been designated, whereas previously equal access and discussion participation rights were allowed to all only when no exclusive representative was designated, deleting details of what is involved in duty to negotiate and prohibition of interference with employees by board of education or its representatives, agents etc.; P.A. 77-614 substituted commissioner of education for secretary of the state board of education, effective January 1, 1979; P.A. 78-84 amended Subsec. (b) re required vote for rejection in petitioned vote on contract; P.A. 78-218 substituted "local" for "town" board of education and made technical corrections; P.A. 83-72 added Subsec. (c) concerning procedure to be followed if the legislative body rejects contract negotiated by board of education and exclusive bargaining representative; P.A. 84-225 changed minimum voter turnout from 15% of those eligible to vote to 15% of electors; P.A. 87-250 amended Subsec. (b) to provide that the parties have the duty to negotiate with respect to hours, and defined "hours"; P.A. 89-233 in Subsec. (b) added Subdiv. (1) designation and new Subdiv. (2) re establishment or provisions of retirement incentive plans as not included in "other conditions of employment"; P.A. 90-230 made technical change in Subsec. (b); P.A. 92-84 amended Subsec. (b) to require negotiations to commence not less than 240 days, rather than 180 days, prior to the budget submission date; P.A. 92-170 amended Subsec. (b) to change 240 days to 210 days and amended Subsec. (c) to change the eighty-fifth day to the one hundred thirty-fifth day, effective May 26, 1992, and applicable to arbitration proceedings commencing on or after that date; P.A. 96-244 made a technical change in Subsec. (b), deleting reference to Secs. 10-257b to 10-257e, inclusive, repealed elsewhere in the act, effective July 1, 1996; P.A. 13-245 amended Subsec. (b)(2) by adding "or the development or adoption of teacher evaluation and support programs, pursuant to section 10-151b" to definition of "other conditions of employment", effective July 2, 2013.

See Sec. 10-153k re applicability of this section to incorporated or endowed high schools or academies.

Good faith negotiation mandatory. 162 C. 577. Communication by school board with teachers during negotiations, permissible. *Id.*, 578. Collective bargaining is a constitutional right. 164 C. 348. Cited. *Id.*, 426. Mandamus action to obtain interpretation of collective contract and payment of sums to individual teachers precluded by existence of adequate remedies at law. 167 C. 513. Cited. 174 C. 189. Nothing in statute which, in absence of express provision in contract, would guarantee teacher job security; board has discretion under Sec. 10-151(b)(5) to eliminate positions and terminate teachers' contracts in order to implement a reduced budget. *Id.*, 522. Secs. 10-153a-10-153j include coverage of teachers employed in summer school programs. 177 C. 68. Cited. 184 C. 116; 186 C. 725; 190 C. 235; 200 C. 376; 201 C. 685; 202 C. 492; 205 C. 116; 206 C. 113; 216 C. 253; 217 C. 110; 234 C. 704; 239 C. 32.

Cited. 5 CA 253; 23 CA 727; 35 CA 111.

AN AGREEMENT BETWEEN

THE MANSFIELD BOARD OF EDUCATION

and the

MANSFIELD ADMINISTRATORS' ASSOCIATION

July 1, 2021 - June 30, 2024

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**CONTRACT BETWEEN
THE MANSFIELD ADMINISTRATORS' ASSOCIATION
AND THE
MANSFIELD BOARD OF EDUCATION**

2021-2024

**ARTICLE 1
RECOGNITION**

The Mansfield Board of Education (hereinafter referred to as "the Board") hereby recognizes the Mansfield Administrators' Association (hereinafter referred to as "the Association") as the exclusive representative for the administrators below the rank of Superintendent and Assistant Superintendent, as defined in Sections 10-153b through 10-153f of the Connecticut General Statutes, for the entire administrative unit as defined in the aforementioned statute.

**ARTICLE 2
BOARD PREROGATIVES**

It is recognized that the Board has and will continue to retain, whether exercised or not, the sole right, responsibility and prerogative to direct the operation of the public schools in the Town of Mansfield in all its aspects, including but not limited to the following: To employ, assign and transfer administrators; to exercise those powers specified in Sections 10-220, 10-221, and 10-222 of the Connecticut General Statutes; to suspend or dismiss employees of the schools in the manner provided by statutes; to prepare and submit budgets to the Town Council, and in its sole discretion, expend monies appropriated by the Town; to make such transfers of funds within the appropriated budget as it shall be deemed desirable; to establish or continue policies and procedures for the conduct of school business and, from time to time, to change or abolish such policies and procedures; to discontinue processes or operations or discontinue their performance by employees; to select and determine the number and types of employees required to perform school operations; to establish contracts or subcontracts for school operations; and to determine the care, maintenance and operation of equipment and property used for and on behalf of the purposes of the school district.

**ARTICLE 3
SEVERABILITY**

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

ARTICLE 4
GRIEVANCE PROCEDURE

Purpose : The purpose of this procedure is to secure equitable solutions to problems which may arise under this Agreement, affecting the welfare or working conditions of administrators. Both parties agree that proceedings shall be kept as confidential as is appropriate.

A. Definitions:

1. "Grievance" shall mean a claim based upon a complaint by an administrator(s) that he/she has been unfairly or inequitably treated, (a) upon a violation, misrepresentation or misapplication of the provisions of this Agreement, or (b) upon an event or condition which affects the welfare or conditions of employment of an administrator or group of administrators arising from the language of this Agreement or an alleged breach thereof. Grievances described in (a) above may be submitted to arbitration in accordance with Level 3 of this procedure. Grievances described in (b) above may be processed through to the Board at Level 2, but may not be submitted to arbitration under this Agreement.
2. "Administrator" means an employee in the administrators' bargaining unit, as defined in Article 1 of this Agreement.
3. "Party in interest" shall mean the administrator(s) making the claim, including their designated representative(s) as provided for herein.
4. "Days" shall mean business days.

B. Time Limits:

1. Since it is important that a grievance be processed as rapidly as possible, the number of days indicated at each step shall be considered as a maximum. The time limits specified may, however, be extended by written agreement of the parties in interest.
2. If an administrator does not file a grievance in writing with the Superintendent of Schools within twenty (20) days after he/she knew or, under normal circumstances, should have known of the act or conditions on which the grievance is based, then the grievance shall be considered to have been waived.

3. Failure by the grievant administrator at any level to appeal a grievance to the next level within the time limit specified in the formal procedure shall be deemed to be acceptance of the decision rendered at that level.

C. Procedure:

1. Level One - Superintendent of Schools

- (a) If an administrator wishes to file a grievance, he/she shall file the grievance in writing with the Superintendent of Schools within twenty (20) days after he/she knew, or under normal circumstances, should have known of the act or conditions on which the grievance is based.
- (b) The Superintendent shall, within ten (10) days after receipt of the grievance, meet with the grievant administrator and with representatives of the Administrators' Association for the purpose of resolving the grievance.
- (c) The Superintendent shall, within seven (7) days after the hearing, render his/her decision and the reasons therefor in writing to the grievant administrator with a copy to the Association.

2. Level Two - Board of Education

- (a) If the grievant administrator is not satisfied with the disposition of his/her grievance at Level One, he/she may, within three (3) days after receipt of the decision, file the grievance with the Association for appeal to the Board of Education.
- (b) The Association may, within three (3) days after receipt, refer the appeal to the Board of Education.
- (c) The Board (or the Board's designated committee) shall, within twenty (20) days of receipt of the grievance, meet with the grievant administrator and with representatives of the Association for the purpose of resolving the grievance. The grievance meeting shall be held in executive session to the extent permitted by law.
- (d) The Board (or the Board's designated committee) shall render its decision and the reasons therefore in writing to the grievant administrator, with a copy to the Association, within ten (10) days following the hearing of the appeal.

3. Level Three - Arbitration

- (a) The decision of the Board shall be final on all grievances except as specifically provided in paragraph "b" below.
- (b) If the decision of the Board does not resolve, to the satisfaction of the grievant administrator, a grievance based upon an alleged violation, misinterpretation or misapplication of the specific terms of this Agreement, and he/she wishes to have the matter reviewed by a third party, and if the Association determines that the matter should be reviewed further it shall so advise the Board through the Superintendent within twenty (20) days of the Board's decision. The Board and the president of the Association shall, within five (5) days after such a written notice, jointly select a single arbitrator who is an experienced and impartial person of recognized competence. If the Board and the Association are unable to agree on an arbitrator within five (5) days, the American Dispute Resolution Center shall be immediately called upon to select the single arbitrator.
- (c) All grievance proceedings shall be conducted in accordance with the rules of the American Dispute Resolution Center. The decision of the arbitrators shall be final and binding, except as otherwise provided by law. The arbitrator shall be bound by, and must comply with all of the terms of this Agreement. The arbitrator shall have no power to add to, delete from, or modify in any way the provisions of this Agreement. The arbitrator shall not usurp the function of the Board or proper exercise of its judgment and discretion under the law and this Agreement.
- (d) The costs of the services of the arbitrator shall be borne equally by the Board and the Association.

D. Rights of Administrators:

- 1. No reprisals of any kind shall be taken by the Board, the Association, or by any member of the staff against any participant in the grievance procedure by reason of such participation.
- 2. Any party in interest may be represented at any formal level of the Grievance Procedure by up to two (2) representatives of the Association.
- 3. All records dealing with the processing of a grievance shall be filed in a central filing system separate from the personnel file.

E. Obligation of Administrators:

This is the official, mutually agreed upon procedure by which administrators register grievances and administrators will proceed exclusively in accordance with this procedure.

**ARTICLE 5
WORK YEAR**

A. Members of the administrative staff will be considered full-year employees whose scheduled work year will begin on July 1 and conclude on June 30.

Administrators will receive paid leave for thirteen (13) observed holidays and vacation days according to Paragraph B below.

B. Except as provided in Section D below, effective July 1 of each contract year, each administrator shall be credited with the following applicable number of vacation days:

Position	
Schedule A (Elementary Principals)	25 days
Schedule B: (Middle School Principal)	25 days
Schedule C (Director of Special Education and Student Support Services)	25 days
Schedule D (Middle School Assistant Principal)	25 days
Schedule E (Director of Information Technology)	25 days

Up to ten (10) unused vacation days may be carried over into the following contract year only, and may not be carried over or accumulated thereafter. Vacation shall be scheduled by mutual agreement between the administrator and the Superintendent of Schools. The use of vacation time while school is in session is subject to the prior approval of the Superintendent of Schools. Vacation days carried over from the prior year in accordance with this section, as well as unused administrative release days, may be used during the following contract year when school is not in session. Upon retirement, administrators shall be paid at their per diem rates for unused vacation accrued during the fiscal year in which the administrator retires, on a pro-rated basis, based on the number of months remaining in the fiscal year as of the effective date of such retirement.

C. There will be five salary schedules for administrators, as follows:

- Schedule A: Elementary Principals
- Schedule B: Middle School Principal
- Schedule C: Director of Special Education and Student Support Services

- Schedule D: Middle School Assistant Principal
- Schedule E: Director of Information Technology

For purposes of calculating per diems, and for purposes of calculating the maximum sick leave accumulations under Article 6, Section D.1.a, the paid days will be 220. These paid days will be divided into the annual salary of each administrator as reflected in the attached "Administrator Salary Schedules" A, B, C, D, and E for purposes of calculating per diem payments.

- D. For administrators who begin employment during the work year, salary, vacation and all leave time shall be pro-rated based on the ratio of the number of business days in the administrators' shortened work year to the number of business days in the full administrator work year for that position. For administrators who end employment during the work year, salary, leave, and release days shall be pro-rated based on the ratio of the number of business days in the administrators' shortened work year to the number of business days in the full administrator work year for that position.

ARTICLE 6 LEAVE POLICIES

- A. Individual Leave - Administrators will be allowed a maximum of three (3) days of absence without loss of pay for individual reasons, provided the absences are approved by the Superintendent of Schools. These individual reasons shall include: legal business, attendance at academic exercises and other pressing matters of an individual nature which cannot reasonably be attended to on non-school days. All of these days may be taken as private leave with no further explanation. Specifically excluded from individual leave with pay are absences which result in an extension of Thanksgiving, Christmas, Winter or Spring vacations. Personal leave days may be used either during the fiscal year in which they are earned, or during July and August of the following fiscal year, provided that any personal days not used prior to one week before the start of the school year shall be forfeited.
- B. Professional Leave - The Board of Education encourages each administrator to continue his/her professional growth while in service through participation in professional meetings, conferences and conventions at the local, regional and national level and through visiting programs in other schools, either within or outside the school system when such activity is expected to result in professional growth of the administrator and, therefore, improvement in the quality of education in the Mansfield Public Schools. Professional days for those purposes may be granted without loss of pay upon approval of the Superintendent.

C. Bereavement Leave -

1. In the event of a death in the immediate family of a staff member, specifically spouse, parent, sibling or child, a maximum of five (5) days absence may be granted without loss of pay.
2. In the event of a death of a grandparent, mother-in-law or father-in-law, a maximum of three (3) days absence may be granted without loss of pay.
3. In the event of the death of a person with whom a staff member has a close personal relationship, a maximum of one day of absence may be granted without loss of pay.

D. Sick Leave -

1. Definition:
 - a. Each full-time employee is entitled to twenty (20) days sick leave with full pay in each school year. Unused sick leave shall be accumulated from year to year so long as the employee remains continuously in the service of the Board of Education, or on authorized leave, but not to exceed a maximum number of days equal to the paid days in each full-time administrator's employment year.
 - b. In case of catastrophic illness or injury, administrators shall receive up to an additional sixty (60) days sick leave if the administrator has exhausted his/her accumulated sick leave; however, the sixty (60) days shall not result in a total sick leave benefit which exceeds the maximum sick leave accumulation otherwise provided by this contract.
 - c. All part-time employees are eligible for a prorated share of sick leave based on the percentage of their assignment.
2. Use of Sick Leave: Sick leave shall be allowed for personal illness, physical incapacity or non-compensable bodily injury or disease and for medical treatment or diagnosis. Physical incapacity includes disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth and recovery therefrom. Up to five (5) days sick leave per year may be used to render care to an immediate family member. Extensions of such leave may be requested and approved by the Superintendent with notification to Board of Education.

3. For extended absences, the Board may require proof of illness or, in rare circumstances, an examination by a Board appointed physician.
4. An employee on sick leave shall be treated in all matters as any other regularly employed staff member.
5. Sick leave shall not be allowed for absences caused by events covered in other leave policies.
6. On the rare occasion when an employee with five (5) years of completed service with the Board may have an extended period of disability which requires absence from his/her position beyond absences covered by his/her accumulated sick days, that employee may request the Mansfield Administrators' Association to establish an Emergency Sick Day Bank on his/her behalf. Only employees with five (5) years of completed service with the Board may contribute up to five (5) each of their accumulated sick days to the bank. These days will be used exclusively by the applicant. Any unused days will revert back to the contributors on a prorated basis. This provision may be utilized for the purpose of permitting an administrator to contribute sick days to an employee in the teachers' bargaining unit, subject to the approval of the Mansfield Education Association.

E. Leave for Jury Duty -

Any administrator who is called for jury duty shall be eligible to receive the necessary leave to fulfill this civic duty. This leave shall not be deducted from sick leave or from personal days. The administrator shall receive a rate of pay equal to the difference between his/her contract step on the professional salary schedule and the jury fee.

F. Sabbatical Leave -

The Superintendent shall determine availability of suitable substitutes and determine leave on this availability and shall review and determine worthwhile programs subject to the following conditions:

1. No more than one administrator shall be absent on sabbatical leave at any one time.
2. Request for sabbatical leave must be received by the Superintendent in writing in such form as may be required no later than February 1 of the year preceding the school year in which the sabbatical is requested. It is understood that the deadline of February 1 may be waived at the discretion of the Superintendent when fellowships, grants, or scholarships awarded later in the year make such a deadline unreasonable.

3. The administrator shall be eligible for an initial sabbatical leave after at least six (6) consecutive full school years of active service in this system. A second sabbatical may be granted after another six-year period.
 4. A sabbatical leave shall be for a full academic year or for half an academic year to correspond with the standard semester academic calendar. The professional staff member shall be paid 1/2 of the base rate, provided that the total compensation of any program grant, scholarship, assistantship or other compensation and the sabbatical pay does not exceed the administrator's full annual base rate. In this instance, "full annual base rate" shall be defined as that salary from which retirement is calculated. An administrator on sabbatical leave shall be entitled to continue in effect his/her insurance benefits during the sabbatical leave by paying one-half (1/2) of the cost of such benefits, with the Board paying the remaining one-half (1/2) of the costs.
 5. The administrator, as a condition to the acceptance of the sabbatical leave, shall agree to return to employment in the system for two (2) full years. In the event the administrator does not return for two full years, the administrator shall reimburse the Board for all sabbatical payments made by the Board, on a pro-rated basis, based on the portion of such two-year period actually completed by the administrator. Such reimbursement shall not be required in the event of the death, layoff or involuntary termination of the administrator during such two-year period.
 6. The administrator returning from sabbatical leave shall be placed on the appropriate step on the salary schedule as though he/she had been in active service in the system for the year of the sabbatical leave. The sabbatical leave shall not affect continuity of service or accrual of benefits.
 7. A sabbatical leave shall be subject to the recommendation of the Superintendent and approval by the Board of Education.
 8. Normally, a sabbatical leave shall not be granted to an administrator whose spouse also has a sabbatical leave from any institution during the same period. However, the Board may waive this rule if upon investigation it feels that the granting of a sabbatical leave is in the best interest of the school system.
- G. Administrative Release Days - Each administrator will be given twelve (12) administrative release days, for the option to work from home when school is not in session. Administrative release days may be taken on scheduled student vacation days and inclement weather days, but are not limit to those days. Administrators will notify the Superintendent of their to decision to work from home via email or text message. These days may not be taken in lieu of sick days.

- H. Leave for Work-related Injury - The Board shall protect and save harmless administrators who are assaulted in the line of duty in accordance with Section 10-236a of the General Statutes, as it may be amended from time to time.
- I. Other leaves -
 - 1. The Superintendent may, at his/her discretion, grant up to three (3) days leave without pay per employee each year.
 - 2. On rare occasions, an employee may have an unusual personal situation which requires absence from his/her position beyond absences covered by the above leave policies. In such cases, the employee may apply to the Board for a leave of absence not to extend beyond the end of the current employment year (or if within sixty working days of the end of the current employment year, not to extend beyond the end of the next employment year). The Board will act upon each such request in the best interests of the school system.
 - 3. Any employee absent from work without any of the leave coverages stated above shall be subject to disciplinary action by the Board.
 - 4. Employees shall be eligible for leave in accordance with all provisions of any applicable Family and Medical Leave Act.

**ARTICLE 7
PAYROLL DEDUCTIONS**

- A. The Board agrees to provide payroll deductions for insurance for those administrators filing a form indicating they wish the same no later than July 9th, or if hired at a later date, within thirty (30) days of employment. Insurance deductions shall be made from each payroll check beginning with the initial coverage of each employee. Insurance forms shall be made available to all administrators upon receipt of their contract or salary agreement.
- B. The Board agrees to provide payroll deductions for annuities for those administrators filing a form no later than thirty (30) days prior to the effective date for such deductions or the effective date for any changes in such deductions. These deadlines are also applicable to the filing of forms requesting changes in amounts deducted for annuities.
- C. The Board agrees to provide deductions from each payroll for the Northeast Family Federal Credit Union, provided the administrator files a form no later than two pay periods before the desired deduction date.

- D. The Board agrees to provide payroll deductions in order for administrators to purchase US. Savings Bonds, provided the administrator files a form no later than two pay periods before the desired deduction date.
- E. The Board agrees to provide each administrator with the option of receiving his/her salary payments through direct deposit.

**ARTICLE 8
INSURANCE BENEFITS**

- A. Each full time employee and spouse and/or family may elect to participate in the following insurance program offered by the Board.
 - 1. High Deductible/H.S.A. Plan

For regular full-time employees electing coverage under the HDHP/ HSA plan, the Board and the employees shall pay the following percentages of the costs for coverage under the HDHP/HSA Plan:

	<u>2021-2022</u>	<u>2022-2023</u>	<u>2023-2024</u>
Board	83.0%	83.0%	83.0%
Administrators	17.0%	17.0%	17.0%

The HDHP/ HSA plan provided by the Board will include the following elements:

Cost Shares Provisions	In-Network	Out-of Network
Annual Deductible (individual/aggregate family)	\$2,000/\$4,000	
Co-insurance	100%	20/80% after deductible, up to co-insurance maximum
Annual Out-of-Pocket Maximum Co-insurance	\$2,000 individual coverage/\$4,000 family coverage	\$4,000 individual coverage \$8,000 family coverage
Lifetime Maximum	Unlimited	\$1,000,000
Preventive Care	Deductible not applicable	20% after deductible, subject to co-insurance limits
Prescription Drug Coverage	Treated as any other medical expense/100% after deductible	

The Board will contribute fifty percent (50%) of the applicable HDHP/HSA deductible amount. The Board's contribution toward the HDHP/HSA deductible

will be deposited into the HSA accounts throughout the course of the year, on the Board's payroll dates. The parties acknowledge that the Board's fifty percent (50%) contribution toward the funding of the HDHP/HSA plan is not an element of the underlying insurance plan, but rather relates to the manner in which the deductible shall be funded for active employees. The Board shall have no obligation to fund any portion of the HDHP/HSA deductible for retirees or other individuals upon their separation from employment.

The amount of the Board's contribution towards the deductible for new hires or employees joining the plan due to a qualifying event will be prorated based upon the month that coverage in the plan begins. For example, if a new hire or employee enrolls in the plan for single coverage, and coverage begins in February, they would receive a contribution equivalent to the total Board contribution amount, divided by 12 months, multiplied by the 5 remaining months in the plan year (ex: $((\$1,500/12)*5=\$625)$).

The health insurance plans will incorporate the State statutory mandates applicable to fully insured plans for the purpose of adding provisions for mental health parity and for coverage of oral contraceptives.

If the total cost of a group health plan or plans offered under this contract triggers an excise tax under Internal Revenue Code Section 49801 or any other local, state or federal statute or regulation, the Board reserves the right to offer a group health plan or plans with a total combined cost that falls below the excise tax thresholds. Eligible employees will be given the option to enroll in the lower cost coverage option(s). If the employee chooses to enroll themselves or their eligible family members in a coverage option or options that triggers an excise tax, 100% of any such excise tax will be borne solely by the employee.

B. Full-time employees shall also be eligible for:

1. Life insurance coverage in the amount of two times the administrator's salary is to be paid by the Board during the period of employment, including the period of early retirement. Thereafter, until age 65, insurance coverage in the amount of \$10,000 is to be paid by the Board.
2. Anthem Blue Cross Flex Dental Plan or its equivalent, for each full-time employee (with an employee contribution based on the percentage set forth above for the health insurance plan). Administrators may purchase dental coverage for their eligible dependents, provided that the additional cost for such dependent dental coverage (above the cost for individual coverage) shall be borne 50% by the Board and 50% by the administrator.

- C. The Board will make available to the administrators a Section 125 plan for payment of the following qualified expenses on a pretax basis:
 - 1. Insurance premium contribution
 - 2. Dependent care assistance
 - 3. Supplemental medical expense reimbursement
- D. The Board reserves the right to change carriers and/or plans for the insurance coverage described above, after consultation with the Association, provided that the overall level of benefits remains substantially comparable to or better than the existing plan, when considered as a whole.
- E. Retiring administrators may continue their health insurance at their own expense in accordance with the Teachers' Retirement Act (Section 10-183t of the Connecticut General Statutes).

**ARTICLE 9
RETIREMENT PAY**

- A. Any administrator who has completed at least ten (10) years of service as an administrator in Mansfield who retires under the State Teachers' Retirement System shall, upon such retirement, receive \$20 per day for each day of accumulated, unused sick leave, up to a maximum of 200 days.

**ARTICLE 10
REDUCTION IN FORCE**

It is recognized that, under Section 10-220 and 10-4a of the Connecticut General Statutes, the Board of Education has the sole and exclusive prerogative to eliminate or reduce certified staff positions. It also has the responsibility to maintain good public elementary and secondary schools and to implement the educational interest of the state. However, recognizing that it may become necessary to eliminate or reduce certified staff positions in certain circumstances, this procedure is incorporated into this contract to provide a fair and orderly process should such reductions and/or elimination become necessary.

- A. Staff Reduction Procedure
 - 1. If it becomes necessary to reduce administrative positions, all administrators who are serving in acting or interim appointments shall be laid off before any other administrators become eligible for layoff.
 - 2. If further reductions of administrative staff become necessary, preference will be given on the basis of length of service as an administrator and those with least seniority in Mansfield shall be laid off first, provided that in no

case shall the Board be required to assign an administrator facing layoff or transfer to a position in a classification higher than that administrator's present or former administrative assignment.

3. For purposes of this Article seniority shall mean the number of consecutive years assigned to any position with the Mansfield Public Schools requiring administrative certification.

B. Offer of Alternative Position

1. Any administrator relieved of his/her duties because of reduction of staff shall be offered an administrative opening if one exists for which he/she is certified and qualified in the judgment of the Board of Education.
2. If an administrator is relieved of his/her duties because of a reduction in staff or elimination of position and does not qualify for another administrative position under this program, he/she will be subject to the Reduction in Force procedure set forth in the contract between the Board and the Teachers' Unit. If an administrator bumps into a teaching position in the district, then the Board shall pay to the employee a separation allowance in recognition of the employee's service as an administrator. The separation allowance shall be equal to the difference between the employee's salary as an administrator immediately prior to the bump into the teaching position and the employee's salary as a teacher following the bump into the teaching position. The separation allowance shall be paid for a period of one school year, provided that the employee remains employed in a teaching position in the district throughout that year.

- C. Recall Procedure: If an administrator has been laid off or has been assigned to a teaching position, the Superintendent shall offer the administrator an opportunity to have his or her name placed on a recall list. If such administrator makes a prompt written request for placement on the recall list, the name of that administrator shall be placed on a reappointment list and remain on such a list for a period of up to two years, if the administrator has served for two years or less, or for three years if the administrator has served for more than two years. Administrators eligible to remain on the recall list must, upon notification by the Superintendent, request continuation in writing at the beginning of each school year. Recall will be in descending order from the reappointment list with the staff person most recently terminated or reduced placed at the top. In the event that the services of more than one administrator are terminated or reduced at the same time, recall order will be determined by recommendation of the Superintendent. If a position becomes open during such period, and the administrator has been selected by the Board of Education as a person on the recall list who is certified and qualified in its judgment to hold that position, then the administrator will be notified in writing by registered mail, sent to his or her last known address, at least thirty (30) days prior to the anticipated date of reemployment, if possible. The administrator shall accept

or reject the appointment within seven (7) days after receipt of such notification. If the appointment is accepted, the administrator shall receive a written contract within twenty (20) days of receipt of the administrator's reply by the Board of Education. If the administrator rejects the appointment offer or does not respond according to this procedure within seven (7) days after receipt of such notification, the name of the administrator will be removed from the recall list.

- D. Nothing in this Article shall require the promotion, transfer or recall of an administrator into a position of higher relative rank, authority or compensation than he/she previously occupied even though the administrator is qualified.

ARTICLE 11 JUST CAUSE

No administrator shall be suspended or demoted in rank or pay without just cause.

ARTICLE 12 COMPENSATION SCHEDULE

The base salaries of administrators shall be comprised of the following two components: 1) cash compensation, in such amounts as are set forth in Schedules A, B, C, D, and E of this Agreement; and 2) the Board's annuity contributions described in the following paragraph.

Each administrator will receive an additional sum of five percent (5%) of the administrator's annual cash compensation over and above the cash component set forth in Schedules A, B, C, D, and E, as to which amount each administrator will arrange to have an elective deferral deducted from his/her salary on a pre-tax basis as permitted under IRC Section 403(b), as amended, and then contributed toward the purchase of a 403(b) annuity with a tax sheltered annuity of his/her choice from the accounts offered by the Board. Payment to this account will be made with the first annuity payment in July.

ARTICLE 13 TUITION REIMBURSEMENT

- A. The Board will set aside a sum of five thousand dollars (\$5,000) annually for utilization by Association members to continue study at the graduate level.
- B. Reimbursement will be at a rate of 100% of tuition unless Association members collectively exceed the five thousand dollars (\$5,000) annual appropriation. In such instance, reimbursement shall be prorated equally among administrators pursuing graduate studies.

- C. Requests for tuition reimbursement must be made prior to July 1 for the summer session, prior to September 1st for the first semester, and prior to January 1st for the second semester.
- D. Requests after the dates above will be considered by the Superintendent if the fund has not been depleted.
- E. All courses to which this provision is to be applied shall have prior approval of the Superintendent of Schools.
- F. Reimbursement will be made upon evidence that the course has been completed successfully (B - or higher).

**ARTICLE 14
DURATION**

- A. This Agreement shall be in full force and effect from July 1, 2021 through and including June 30, 2024 or until such subsequent time as a successor Agreement becomes effective.
- B. This Agreement may be amended only by the mutual written agreement of the parties. Any agreement between the parties with respect to a proposed amendment shall be reduced to writing, shall be signed by the Board and the Association and shall become an addendum to this Agreement.

MANSFIELD BOARD OF EDUCATION

MANSFIELD ADMINISTRATORS' ASSOCIATION

Chairman

President

Date: _____

9/28/2020

Date: _____

9/30/2020

ADMINISTRATIVE SALARY SCHEDULE

Any administrator not on the maximum step of the applicable salary schedule shall advance one step on the salary schedule effective July 1, 2021, July 1, 2022, and July 1, 2023.

2021-22

STEP	Schedule A (Elementary Principals)		Schedule B (Middle School Principal)		Schedule C (Dir of Special Education And Student Support Services)		Schedule D (Middle School Assistant Principal)		Schedule E (Technology Director)				
	Masters	Ph.D.	Sixth Year	Ph.D.	Masters	Sixth Year	Ph.D.	Masters	Sixth Year	Ph.D.			
1	124,378	133,242	134,867	142,685	112,671	121,345	123,296	112,001	120,675	122,626	114,510	123,330	125,313
2	128,474	137,347	138,956	146,688	116,763	125,429	127,388	116,093	124,759	126,719	118,425	127,214	129,201
3	137,489	146,703	148,373	156,397	125,333	134,327	136,359	124,637	133,633	135,663	122,325	131,112	133,095
4								130,640	140,018	142,132			

2022-23

STEP	Schedule A (Elementary Principals)		Schedule B (Middle School Principal)		Schedule C (Dir of Special Education And Student Support Services)		Schedule D (Middle School Assistant Principal)		Schedule E (Technology Director)				
	Masters	Ph.D.	Sixth Year	Ph.D.	Masters	Sixth Year	Ph.D.	Masters	Sixth Year	Ph.D.			
1	128,109	137,239	138,913	146,966	116,051	124,985	126,995	115,361	124,295	126,305	117,945	127,030	129,072
2	132,328	141,467	143,125	151,089	120,266	129,192	131,210	119,576	128,502	130,521	121,978	131,030	133,077
3	141,614	151,104	152,824	161,089	129,093	138,357	140,450	128,376	137,642	139,733	125,995	135,045	137,088
4								134,559	144,219	146,396			

2023-24

STEP	Schedule A (Elementary Principals)		Schedule B (Middle School Principal)		Schedule C (Dir of Special Education And Student Support Services)		Schedule D (Middle School Assistant Principal)		Schedule E (Technology Director)				
	Masters	Ph.D.	Sixth Year	Ph.D.	Masters	Sixth Year	Ph.D.	Masters	Sixth Year	Ph.D.			
1	131,952	141,356	143,080	151,375	119,533	128,735	130,805	118,822	128,024	130,094	121,483	130,841	132,944
2	136,298	145,711	147,419	155,622	123,874	133,068	135,146	123,163	132,357	134,437	125,637	134,961	137,069
3	145,862	155,637	157,409	165,922	132,966	142,508	144,664	132,227	141,771	143,925	129,775	139,096	141,201
4								138,596	148,546	150,788			



**Town of Mansfield
Agenda Item Summary**

To: Town Council
From: John C. Carrington, Interim Town Manager 
CC: Kelly Lyman, Superintendent Mansfield Board of Education
Date: October 13, 2020
Re: Contract between the Mansfield Board of Education and the Mansfield Education Association

Subject Matter/Background

The Mansfield Board of Education and the Mansfield Education Association have agreed to the attached agreement from July 1, 2021 through June 30, 2024. In accordance with Connecticut General Statutes (CGS) 10-153d(b), on September 28, 2020 the Mansfield Board of Education filed a copy of the contract between the parties with the Town Clerk.

With respect to teacher's contracts, pursuant to CGS 10-153d(b) the Town Council may exercise one of three options within thirty (30) days of the date of filing with the Town Clerk's Office:

- 1) Ratify/approve the tentative agreement;
- 2) Reject the tentative agreement, in which case the matter shall be referred to binding arbitration; or
- 3) Take no action, in which case the tentative agreement shall be considered ratified by the town after the 30-day waiting period from the date of file.

Town staff does not participate in labor relations involving Mansfield Board of Education employees. However, The Board chair consulted with Mayor Moran and Councilor Kochenburger. The cost projections related to the tentative agreement do appear favorable with respect to recently negotiated teacher settlements around the state.

Financial Impact

Over a three (3) year period, the proposed successor agreement represents an 8.44% increase, whereas the state-wide average represents a 9.2% increase.

- July 1, 2021 – 1.75% general wage increase and step movement - total cost for increase in 2021-2022 is 2.77% of the salary account.

- July 1, 2022 – 2.0% general wage increase and step movement - total cost for increase in 2022-2023 is 2.81% of the salary account.
- July 1, 2023 - 2% general wage increase and step movement - total cost for increase in 2023-2024 is 2.86% of the salary account.

More detailed information can be found in the attached memo.

Legal Review

The Mansfield Board of Education has negotiated the agreement in consultation with its labor attorney.

Attachments

- 1) Key Provisions of Settlement with the Mansfield Board of Education and Mansfield Education Association
- 2) Legal Notice
- 3) CGS §10-153d
- 4) Contract between the Mansfield Board of Education and the Mansfield Education Association

August 20, 2020
Mansfield Board of Education
Key Provisions of Settlement with the
MANSFIELD EDUCATION ASSOCIATION

<u>Issue</u>	<u>Agreement</u>
Duration	The parties agreed to a three (3) year successor agreement. The agreement will be effective on July 1, 2021 and will run through June 30, 2024.
Salaries	<p>The parties agreed to the following salary increases for the proposed successor collective bargaining agreement:</p> <p>Effective July 1, 2021 – 1.75% general wage increase and step movement. The total cost for the increase in 2021-2022 is 2.77% of the salary account.</p> <p>Effective July 1, 2022 - 2.0% general wage increase plus step movement. The total cost for the increase in 2022-2023 is 2.81% of the salary account.</p> <p>Effective July 1, 2023 - 2.0% general wage increase plus step movement. The total cost for the increase in 2023-2024 is 2.86% of the salary account.</p> <p>Over a three (3) year period, the proposed successor agreement represents a 8.44% increase.</p>
Insurance	<p>Premium Cost Sharing for High Deductible Health Plan (HDHP):</p> <p>2021-2022 - 18%</p> <p>2022-2023 - 18%</p> <p>2023-2024 - 18%</p>
Stipends	<p>The parties increased the following stipends/rates:</p> <p>Athletic Director \$2,500; Head Coach, all sports: 1-3 years experience \$1,700; Head Coach, all sports: 4+ years experience \$2,000; Assistant Coach, all sports \$850; Summer work proposals \$40 (outside the school day, per hour)</p>

Legal Notice
Town of Mansfield

Notice is hereby given that a copy of the contract between the Mansfield Board of Education and the Mansfield Education Association effective July 1, 2021 through and including June 30, 2024, or until such subsequent time that a successor agreement becomes effective, is on file and open for public inspection in the Office of the Town Clerk, 4 South Eagleville Road, Mansfield, Connecticut.

Dated at Mansfield, Connecticut, this 8th day of October 2020.

Sara-Ann Chaine
Town Clerk

Cited. 5 CA 253; 23 CA 727; 35 CA 111.

Cited. 27 CS 298; 28 CS 266; 38 CS 80.

(Return to Chapter (Return to (Return to
Table of Contents) List of Chapters) List of Titles)

Sec. 10-153d. Meeting between board of education and fiscal authority required. Duty to negotiate. Procedure if legislative body rejects contract. (a) Within thirty days prior to the date on which the local or regional board of education is to commence negotiations pursuant to this section, such board of education shall meet and confer with the board of finance in each town or city having a board of finance, with the board of selectmen in each town having no board of finance and otherwise with the authority making appropriations therein. A member of such board of finance, such board of selectmen, or such other authority making appropriations, shall be permitted to be present during negotiations pursuant to this section and shall provide such fiscal information as may be requested by the board of education.

(b) The local or regional board of education and the organization designated or elected as the exclusive representative for the appropriate unit, through designated officials or their representatives, shall have the duty to negotiate with respect to salaries, hours and other conditions of employment about which either party wishes to negotiate. For purposes of this subsection and sections 10-153a, 10-153b and 10-153e to 10-153g, inclusive, (1) "hours" shall not include the length of the student school year, the scheduling of the student school year, the length of the student school day, the length and number of parent-teacher conferences and the scheduling of the student school day, except for the length and the scheduling of teacher lunch periods and teacher preparation periods and (2) "other conditions of employment" shall not include the establishment or provisions of any retirement incentive plan authorized by section 10-183jj or the development or adoption of teacher evaluation and support programs, pursuant to section 10-151b. Such negotiations shall commence not less than two hundred ten days prior to the budget submission date. Any local board of education shall file forthwith a signed copy of any contract with the town clerk and with the Commissioner of Education. Any regional board of education shall file forthwith a signed copy of any such contract with the town clerk in each member town and with the Commissioner of Education. Upon receipt of a signed copy of such contract the clerk of such town shall give public notice of such filing. The terms of such contract shall be binding on the legislative body of the local or regional school district, unless such body rejects such contract at a regular or special meeting called and convened for such purpose within thirty days of the filing of the contract. If a vote on such contract is petitioned for in accordance with the provisions of section 7-7, in order to reject such contract, a minimum number of those persons eligible to vote equal to fifteen per cent of the electors of such local or regional school district shall be required to participate in the voting and a majority of those voting shall be required to reject. Any regional board of education shall call a district meeting to consider such contract within such thirty-day period if the chief executive officer of any member town so requests in writing within fifteen days of the receipt of the signed copy of the contract by the town clerk in such town. The body charged with making annual appropriations in any school district shall appropriate to the board of education whatever funds are required to implement the terms of any contract not rejected pursuant to this section. All organizations seeking to represent members of the teaching profession shall be accorded equal treatment with respect to access to teachers, principals, members of the board of education, records, mail boxes and school facilities and, in the absence of any recognition or certification as the exclusive representative as provided by section 10-153b, participation in discussions with respect to salaries, hours and other conditions of employment.

(c) If the legislative body rejects the contract pursuant to the provisions of subsection (b) of this section, the parties shall commence the arbitration process, in accordance with the provisions of subsection (c) of section 10-153f, on the fifth day next following the rejection which, for the purposes of this procedure, shall serve as the equivalent of the one hundred thirty-fifth day prior to the budget submission date, provided, if requested by either party, the parties shall mediate the contract dispute prior to the initial arbitration hearing. The parties shall meet with a mediator mutually selected by them, provided such parties shall inform the commissioner of the name of such mediator. If the parties are unable to mutually select a mediator, then the parties shall meet with the commissioner or the commissioner's agent or a mediator designated by said commissioner. Mediators shall

be chosen from a panel of mediators selected by the State Board of Education or from outside such panel if mutually agreed by the parties. Such mediators shall receive a per diem fee determined on the basis of the prevailing rate for such services, and the parties shall share equally in the cost of such mediation. In any civil or criminal case, any proceeding preliminary thereto, or in any legislative or administrative proceeding, a mediator shall not disclose any confidential communication made to such mediator in the course of mediation unless the party making such communication waives such privilege. The parties shall provide such information as the commissioner may require. The commissioner may recommend a basis for settlement but such recommendations shall not be binding upon the parties.

(February, 1965, P.A. 298, S. 3; 1967, P.A. 752, S. 3; 1969, P.A. 811, S. 3; P.A. 73-391; P.A. 76-403, S. 4, 11; P.A. 77-614, S. 302, 610; P.A. 78-84; 78-218, S. 82; P.A. 83-72, S. 3, 9; P.A. 84-225; P.A. 87-250, S. 1, 11; P.A. 89-233, S. 2, 3; P.A. 90-230, S. 79, 101; P.A. 92-84, S. 4, 7; 92-170, S. 21, 26; P.A. 96-244, S. 14, 63; P.A. 13-245, S. 20.)

History: 1967 act substituted "town" for "local" boards of education and included provision for equal access to mailboxes and school facilities; 1969 act added detailed provisions re adoption and implementation of contracts; P.A. 73-391 required town clerk to give public notice of filing of contract; P.A. 76-403 inserted Subsec. (a) re role of municipal appropriation-making authority in negotiation process, made former provisions Subsec. (b) and included in Subsec. (b) requirement that negotiations commence at least 180 days before budget submission date and requirement that copies of contracts be filed with secretary of state board as well as with town clerk(s) and modified provision re equal access and right to participate in discussion so that all have right to equal access, and discussion participation right applies only where no exclusive representative has been designated, whereas previously equal access and discussion participation rights were allowed to all only when no exclusive representative was designated, deleting details of what is involved in duty to negotiate and prohibition of interference with employees by board of education or its representatives, agents etc.; P.A. 77-614 substituted commissioner of education for secretary of the state board of education, effective January 1, 1979; P.A. 78-84 amended Subsec. (b) re required vote for rejection in petitioned vote on contract; P.A. 78-218 substituted "local" for "town" board of education and made technical corrections; P.A. 83-72 added Subsec. (c) concerning procedure to be followed if the legislative body rejects contract negotiated by board of education and exclusive bargaining representative; P.A. 84-225 changed minimum voter turnout from 15% of those eligible to vote to 15% of electors; P.A. 87-250 amended Subsec. (b) to provide that the parties have the duty to negotiate with respect to hours, and defined "hours"; P.A. 89-233 in Subsec. (b) added Subdiv. (1) designation and new Subdiv. (2) re establishment or provisions of retirement incentive plans as not included in "other conditions of employment"; P.A. 90-230 made technical change in Subsec. (b); P.A. 92-84 amended Subsec. (b) to require negotiations to commence not less than 240 days, rather than 180 days, prior to the budget submission date; P.A. 92-170 amended Subsec. (b) to change 240 days to 210 days and amended Subsec. (c) to change the eighty-fifth day to the one hundred thirty-fifth day, effective May 26, 1992, and applicable to arbitration proceedings commencing on or after that date; P.A. 96-244 made a technical change in Subsec. (b), deleting reference to Secs. 10-257b to 10-257e, inclusive, repealed elsewhere in the act, effective July 1, 1996; P.A. 13-245 amended Subsec. (b)(2) by adding "or the development or adoption of teacher evaluation and support programs, pursuant to section 10-151b" to definition of "other conditions of employment", effective July 2, 2013.

See Sec. 10-153k re applicability of this section to incorporated or endowed high schools or academies.

Good faith negotiation mandatory. 162 C. 577. Communication by school board with teachers during negotiations, permissible. *Id.*, 578. Collective bargaining is a constitutional right. 164 C. 348. Cited. *Id.*, 426. Mandamus action to obtain interpretation of collective contract and payment of sums to individual teachers precluded by existence of adequate remedies at law. 167 C. 513. Cited. 174 C. 189. Nothing in statute which, in absence of express provision in contract, would guarantee teacher job security; board has discretion under Sec. 10-151(b)(5) to eliminate positions and terminate teachers' contracts in order to implement a reduced budget. *Id.*, 522. Secs. 10-153a-10-153j include coverage of teachers employed in summer school programs. 177 C. 68. Cited. 184 C. 116; 186 C. 725; 190 C. 235; 200 C. 376; 201 C. 685; 202 C. 492; 205 C. 116; 206 C. 113; 216 C. 253; 217 C. 110; 234 C. 704; 239 C. 32.

Cited. 5 CA 253; 23 CA 727; 35 CA 111.

The Contract Between
The MANSFIELD BOARD OF EDUCATION
and
The MANSFIELD EDUCATION ASSOCIATION
2021-2024

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Contract between the MANSFIELD BOARD OF EDUCATION and
the MANSFIELD EDUCATION ASSOCIATION
2021-2024

ARTICLE 1
Recognition/Definitions

- A. The Mansfield Board of Education (hereinafter referred to as the "Board") hereby recognizes the Mansfield Education Association (hereinafter referred to as the "Association") as the exclusive representative, as defined in Section 10-153b, through 10-153g of the Connecticut General Statutes as amended, of the Teachers' Unit, which includes the group of certified professional employees who are employed by the Board in positions requiring a teaching or special services certificate or who are employed on the basis of a Durational Shortage Area Permit (DSAP), excluding employees in the administrators' bargaining unit, substitutes, and all others excluded by the Teacher Negotiation Act.

Employees working in a teaching position solely on the basis of a DSAP shall be covered by all terms and conditions of the collective bargaining agreement, except as follows:

1. DSAP holders shall not accrue seniority or length of service for any purpose of this Agreement. Notwithstanding the foregoing, if a DSAP holder becomes certified as a teacher and is retained continuously by the Board as an employee after receiving such certification, with no break in service, then the individual shall be credited with seniority and length of service for all purposes under this Agreement, retroactive to the first date of employment by the Board.
 2. The Board shall have the right, in its sole discretion, not to renew and/or to terminate the employment of a DSAP holder, and the DSAP holder shall have no right to file and/or pursue a grievance under this Agreement with respect to such action.
 3. DSAP holders shall have no bumping rights or recall rights under this Agreement.
- B. Unless otherwise indicated, the term "teacher" when used hereinafter in this Agreement shall refer to all employees in the Teachers' Unit.
- C. The Association accepts such recognition, and agrees to represent equally all teachers.
- D. It is the intent and purpose of the parties hereto that their agreements provide for orderly professional negotiation between the Board and the Association with respect to salaries and other conditions of employment and to secure prompt and fair disposition of grievances.
- E. As used in this Agreement, the term "days" means business days, unless otherwise expressly specified in this Agreement.

- F. As used in this Agreement, the term "year" means the employment year, as defined in Article 6 of this Agreement, unless otherwise expressly specified in this Agreement.

ARTICLE 2

Board Prerogatives

All rights, powers, authority and prerogatives of the Board, as specified by Connecticut General Statutes, shall continue to remain exclusively vested in the Board.

ARTICLE 3

Professional Negotiations

- A. The Board and the Association agree to begin to negotiate in good faith pursuant to Section 10-153b through 10-153g of the Connecticut General Statutes as amended in accordance with the procedures set forth herein. The purpose of such negotiations shall be to secure a successor agreement relative to salaries and other conditions of employment.
- B. During negotiation, the Board and the Association shall exchange relevant data, points of view, and proposals and counter-proposals with respect to salaries and other conditions of employment about which either party wishes to negotiate. Either party may utilize the services of outside consultants and may call upon professional and lay representatives to assist in the negotiations.

ARTICLE 4

Severability

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

ARTICLE 5

Grievance Procedure

- A. Purpose: The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to problems which may arise, under this Agreement, affecting the welfare or working conditions of teachers. Both parties agree that proceedings shall be kept as confidential as is appropriate, to the extent permitted by law.
- B. Definitions

1. "Grievance" shall mean a claim based upon a complaint by a teacher(s) that he/she has been unfairly or inequitably treated, (a) upon a violation, misinterpretation of or misapplication of the provisions of this Agreement, or (b) upon a violation of a procedure contained within the district's teacher evaluation plan. Grievances described in (a) above may be submitted to arbitration in accordance with Level 4 of this procedure. Grievances described in (b) above may be processed through to the Superintendent at Level 2, but may not be processed beyond that level.
2. "Teacher" means any individual(s) represented by the Association as defined in Article 1 B.
3. "Party in interest" shall mean the teacher or teachers making the claim, including their designated representative as provided for herein, any teacher or administrator who might be required to take action or against whom action might be taken in order to resolve the problem.

C. Time Limits

1. Since it is important that a grievance be processed as rapidly as possible, the number of days indicated at each step shall be considered as a maximum. The time limits specified may, however, be extended by written agreement of the parties in interest.
2. If a teacher does not file a grievance in writing with his/her immediate supervisor within fifteen (15) business days of the act or conditions on which the grievance is based, then the grievance shall be considered to have been waived.
3. Failure by the grievant teacher at any level to appeal a grievance to the next level within the time limit specified in the formal procedure shall be deemed to be acceptance of the decision rendered at that level.

D. Informal Procedure

1. If a teacher feels that he/she may have a grievance, he/she shall first discuss the matter with his/her immediate supervisor in an effort to resolve the problem informally.
2. If the teacher is not satisfied with the disposition of the matter, he/she shall then have the right to have the Association assist him/her in further efforts to resolve the problem informally with the immediate supervisor and the Superintendent of Schools.

E. Formal Procedure

1. Level One - Immediate Supervisor

- a. If a grievant teacher is not satisfied with the outcome of informal procedures, he/she may present his/her claim as a written grievance to his/her immediate supervisor within the specified time period as stated in Paragraph C.2. above. The teacher shall also send a copy of the grievance to the Association at the same time.
- b. The immediate supervisor shall, within five (5) days after receipt of the written grievance, render his/her decision and the reasons therefore in writing to the grievant teacher and to the Association.

2. Level Two - Superintendent of Schools

- a. If the grievant teacher is not satisfied with the disposition of his/her grievance at Level One, he/she may within five (5) days after receipt of the written decision of his/her immediate supervisor, file his/her written grievance with the Association.
- b. The Association shall, within five (5) days after receipt, refer the grievance to the Superintendent, if it is determined by either the grievant teacher or the Association that the grievance is to be pursued. Prior to doing so the grievant teacher shall meet with the Professional Rights and Responsibilities Committee to review the grievance.
- c. The Superintendent shall, within ten (10) days after receipt of the referral, meet with the grievant teacher and with representatives of the Professional Rights and Responsibilities Committee of the Association for the purpose of resolving the grievance.
- d. The Superintendent shall, within seven (7) days after the hearing, render his/her decision and the reasons therefore in writing to the grievant teacher, with a copy to the Association.

3. Level Three - The Board

- a. If the grievant teacher is not satisfied with the disposition of his/her grievance at Level Two, he/she may, within three (3) days after receipt of the decision, file the grievance again with the Association for appeal to the Board.

- b. If the Association determines that the matter should be reviewed further, the Association shall, within three (3) days after receipt, refer the appeal to the Board.
- c. The Board (or its designated committee) shall, within twenty (20) days, meet with the grievant teacher and with representatives of the Association for the purpose of resolving the grievance. Meetings concerning personnel matters or character of the grievant shall be held in executive session to the extent permitted by law.
- d. The Board shall render its decision and the reasons therefore in writing to the grievant teacher, with a copy to the Association, within ten (10) days following the hearing of the appeal.

4. Level Four - Arbitration

- a. Decision of the Board shall be final on all grievances except as specifically provided in paragraph "b" below.
- b. If the decision of the Board does not resolve, to the satisfaction of the grievant teacher, a grievance based upon an alleged violation, misinterpretation or misapplication of the specific terms of this Agreement, and he/she wishes review by a third party, and if the Association determines that the matter should be reviewed further, it shall so advise the Board through the Superintendent in writing within twenty (20) days of the Board's decision. The Board and the president of the Association shall, within five (5) days after such written notice, jointly select a single arbitrator who is an experienced and impartial person of recognized competence. If the Board and the Association are unable to agree on an arbitrator within five (5) days, the American Dispute Resolution Center, Inc. shall be immediately called upon to select the single arbitrator.
- c. All grievance proceedings shall be conducted in accordance with the rules of the American Dispute Resolution Center, Inc. The decision of the arbitrator shall be final and binding, except as otherwise provided by law. The arbitrator shall be bound by, and must comply with all of the terms of this Agreement. The arbitrator shall have no power to add to, delete from, or modify in any way the provisions of this Agreement.
- d. The costs of the services of the arbitrator shall be borne equally by the Board and the Association.

F. Rights of Teachers

1. No reprisals of any kind shall be taken by the Board, the Association, or by any member of the administration against any participant in the grievance procedure by reason of such participation.
2. Any party of interest may be represented at any level of the grievance procedure by the Association, including representatives from the Mansfield Education Association and its state affiliate the Connecticut Education Association.
3. All records dealing with the processing of a grievance shall be filed in a central filing system separate from the personnel file.

G. Obligation of Teachers: This is the official mutually agreed upon procedure by which teachers register grievances and teachers will proceed exclusively in accordance with this procedure.

ARTICLE 6
Employment Year

- A. The Board will notify teachers of the proposed calendar for the next employment year by June 1 of the preceding school year, or sooner if possible.
- B. Employees covered by this Agreement will be considered twelve-month employees whose scheduled work year will begin on July 1 and end on June 30. Seven (7) professional days shall be designated as follows: two shall be pre-school work days in which half of a day on one of these days shall be used exclusively for teacher preparation when no staff meetings or other meetings shall be scheduled by the administration or any other group or individual, one full day on the last day of the school year shall be used exclusively for teacher preparation when no staff meetings or other meetings shall be scheduled by the administration or any other group or individual and four shall be full professional days incorporated into the calendar by the calendar committee. The four full professional days will be scheduled during the school year or immediately preceding or following the school year. (For purposes of the preceding sentence, the school year shall include the pre-school work days). Activities on professional days may include, but are not limited to: workshops, curriculum council meetings, curriculum development, building planned in-service, conferences and visitations.

The number of vacation days per year for all twelve-month employees shall be sixty (60) during the term of this Agreement:

The number of vacation days will be increased by one (1) day in the event of a leap year. Vacation days may not be taken when school is in session or on scheduled professional

days. Unscheduled days off which occur during the year (including, but not limited to snow days) will be charged as vacation days.

Employees in the bargaining unit will not be required to work on the twelve (12) legal holidays observed by the Board per year.

If the Board, in its discretion, elects to reduce the number of vacation days for employees covered by this Agreement, in order to increase the number of professional days or student school days, it will pay an additional per diem for each additional work day calculated as one divided by the total number of work days in the previous year.

Guidance counselors at the Middle School may work up to an additional ten (10) days, as determined by the Superintendent, and be compensated on a per diem basis for the additional days worked. In addition, the Library-Media Coordinator, Literacy Coaches, the District Reading Consultant(s) and the District Math Consultant(s) may work up to an additional ten (10) days, as determined by the Superintendent and the coordinators/consultants, and be compensated on a per diem basis for the additional days worked.

ARTICLE 7

Length of Teachers' Day, Attendance at Faculty Meetings, Responsibility of Part-Time Teachers, and Professional Development

A. Length of Teachers' Day

1. The work day for teachers shall be seven and one-quarter (7-1/4) hours per day.
2. The minimum school week schedule for individuals and groups will be arranged by the principals at the beginning of the school year after consultation with affected staff. Mutually convenient individual schedule variations may be arranged with the principals.
3. If the Board, in its sole discretion, elects to increase the teacher work day as described above, it agrees to bargain with the Association over the impact of that decision upon salaries provided herein, in accordance with the Teacher Negotiations Act.

B. Attendance at Faculty Meetings

1. Teachers shall attend regular faculty meetings as scheduled by the principal. Such faculty meetings shall end no later than one hour after the end of the teachers' work day and shall not exceed seventeen (17) per school year. Three hours of these meetings shall be for the sole purpose of collaboration with colleagues on establishing and assessing SMART goals and preparing the self-reflection

component of the District's teacher evaluation plan. The dates for these three hours shall be scheduled in consultation with the Association.

2. Attendance at faculty meetings does not preclude attendance at one district-wide, in-service meeting or workshop occurring during the same week held on a different day.
3. At the beginning of each school year the staff shall receive a list of the dates of at least fourteen (14) of the seventeen (17) regular faculty meetings.
4. Teachers shall receive a written agenda at least one day before the regular faculty meetings.
5. Emergency faculty meetings may be called by the building administrators to handle crises such as school closings, bomb scares, power failures, safety or security situations and other problems of a similar nature.
6. If any scheduled meeting is canceled due to inclement weather or other emergency, the building administrator can re-schedule such meeting.

C. Responsibilities of part-time teachers

1. Teachers working part-time are responsible for attending faculty meetings, curriculum development, training sessions, in-service programs, kindergarten screenings and related staff responsibilities in an amount equal to the percentage of time their assignment represents in relation to a full-time assignment. At the beginning of each employment year, part-time teachers are expected to confer with their immediate supervisor to determine a mutually agreeable schedule to complete these responsibilities.

D. Professional Development

1. Teachers shall receive .90 continuing education units for the participation in and .50 continuing education units for the presentation of professional development strands. In addition, a stipend of \$300 per strand shall be allocated and divided amongst the presenters of each strand to pursue additional professional development.

ARTICLE 8
Duty Free Lunch

All teachers shall have an uninterrupted duty-free lunch period daily of 25-30 minutes, depending on the building schedule.

ARTICLE 9
Preparation and Planning Time

The Board and the Association agree that the best interests of the students are served when teachers are afforded sufficient preparation and planning time, in addition to their before and after school planning times. Therefore:

- A. All teachers at the Middle School shall have, in addition to their lunch period, a minimum of four (4) hours of preparation and planning time per week.
- B. All teachers in the elementary schools shall have, in addition to their lunch period, at least three (3) hours of preparation and planning time per week. Teachers and administrators shall continue to review schedules and staff utilization in an attempt to equalize elementary teacher planning time with that of the Middle School.
- C. Teachers working part-time shall have preparation and planning time equal to the percentage of their assignment.

ARTICLE 10
Vacancies and Transfers

- A. All vacancies and available promotions including newly created positions will be published, dated and posted for the staff for a minimum of seven (7) days before applications are closed.
- B. Notification of any vacancies becoming available during the summer shall be emailed to all teachers as soon as possible.
- C. Teachers who desire to transfer the succeeding year shall file a written statement of such desire with their immediate supervisor and Superintendent by February 1. After that date, a teacher may apply for any posted position.
- D. Transfers initiated by the administration shall be made only after a meeting between the teacher involved and the Superintendent, or his/her designee, at which time the teacher shall be notified of the reasons for the transfer. Following such meeting, the

Superintendent or his/her designee will provide written notification of such reasons to the affected teacher(s).

- E. Notice of transfer shall be given to the teacher as soon as possible, but not later than one month prior to the close of the school year, whenever feasible.
- F. All positions will be filled by the best qualified person, as determined by the Superintendent of Schools.

ARTICLE 11 Summer Vacancies

- A. All summer school vacancies including newly created summer school positions shall be published, dated and posted for the staff for a minimum of seven (7) days before applications are closed. Notification of any summer school vacancies available during the summer shall be sent via District electronic mail (e-mail).
- B. Teachers who desire to apply for summer school vacancy shall provide written application to the administration within the time limit specified in the notice.

ARTICLE 12 Leave Policies

The Board and Association agree that the best interests of students are usually served when they are working with their regularly assigned teachers. We also agree that upon occasion, either due to personal health, opportunities for professional growth, or other extenuating circumstances, both the interests of the teachers and their students are best served by a teacher's temporary absence. The following leave policies have been mutually agreed in recognition of the desirability of such temporary absences. However, such absences should occur only when necessary. If a leave is denied, the reason for denial shall be communicated electronically and in writing. In the event that any provision of this Article is inconsistent with any applicable statute concerning family and medical leave, the provisions of the statute shall be controlling.

- A. Individual Leave. Teachers will be allowed a maximum of three (3) days of absence without loss of pay for individual reasons with no further explanation, provided the absences are approved by the Principal and Superintendent of Schools. Specifically excluded from individual leave with pay are absences which result in an extension of any vacation unless approved by the Superintendent. Additionally, there may be no extension of a Holiday unless used for legal business, attendance at academic exercises and other pressing matters which are unavoidable and beyond the teacher's control and which cannot reasonably be attended to on non-school days.

B. Professional Leave. The Board encourages each teacher to continue his/her professional growth while in service through participation in professional meetings, conferences and conventions and/or through visiting programs in other schools, either within or outside the school system when such activity is expected to result in professional growth of the teacher and, therefore, improvement in the quality of education in the Mansfield Public Schools. Professional days for those purposes may be granted without loss of pay upon approval of the principal and the Superintendent, based upon the following criterion: Under normal circumstances, no more than 20% of the staff in each school shall be granted a professional leave on a given day. Requests beyond 20% of the staff may be granted at the discretion of the administration.

C. Bereavement Leave

1. In the event of a death in the family of a staff member, specifically - spouse, parent or child, sibling, grandparent, grandchild, mother-in-law, father-in-law, brother-in-law, sister-in-law a maximum of five (5) days absence may be granted without loss of pay.
2. In the event of the death of a person with whom a staff member has a close personal relationship, a maximum of one (1) day of absence may be granted without loss of pay.

D. Observance of Holy Days. A maximum of three (3) school days without loss of pay in any school year may be allowed for observances of Holy Days.

E. Sick Leave.

1. Each full-time employee is entitled to fifteen (15) days sick leave with full pay in each year. These fifteen days shall be accrued from the first day of employment in the year. Sick leave may be accrued up to a maximum of the number of work days in a year. Employees who have accrued up to a maximum of the number of work days in a year shall have their sick days deducted from the fifteen (15) days they would have earned in that year if they were not at the maximum. After utilizing the fifteen days, any other sick leave shall be deducted from the number of work days in a year. Unused sick leave shall be accumulated from year to year so long as the employee remains continuously in the service of the Board, or on authorized leave.

All part-time employees are eligible for a prorated share of sick leave based on the percentage of their assignment.

2. Use of Sick Leave. Sick leave shall be allowed for personal illness, physical incapacity or non-compensable bodily injury or disease and for medical treatment or diagnosis. Physical incapacity includes disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth and recovery therefrom. Effective

July 1, 2013 up to ten (10) days sick leave per year may be used to render care to an immediate family member. Immediate family member shall be interpreted to mean spouse, parent, sibling, child or a person(s) residing in the same household of the staff member.

Extensions of such leave may be requested under Section I.2. or I.3.

For extended absences, the Superintendent may require proof of illness or, in rare circumstances, an examination by a District appointed physician. In cases of three (3) or more consecutive days of absence, the Superintendent may require a teacher to provide a doctor's certificate.

4. An employee on sick leave shall be treated in all matters as any other regularly employed staff member.
5. Upon request of her physician, subject to consultation with the school medical advisor, a pregnant teacher may be excused from her duties when there exists a risk of contagion of a disease potentially harmful to the fetus (including but not limited to Fifth Disease). Such leave shall be charged to sick leave to the extent accrued and shall thereafter be without pay but with benefits. Such teachers shall return after tests establish immunity from the disease or when otherwise her physician, in consultation with the school medical advisor, determines the teacher may return to work.
6. The Board will provide unpaid family and medical leave, pursuant to the federal Family and Medical Leave Act, as amended. The Board will continue to pay the district's share of the employee's health benefits during the leave. Any teacher who takes an unpaid leave under the federal Family Medical Leave Act in order to care for a spouse, child, or parent may substitute any accumulated paid sick leave. Any paid sick leave used for an illness of a spouse, child, or parent, which qualifies as FMLA leave, will count against the twelve (12) weeks of FMLA leave to which the teacher is entitled.
7. Notwithstanding the provision of Article 12, Section E (Sick Leave), any teacher who takes an unpaid leave of absence for a qualifying FMLA event for illness of an immediate family member shall substitute up to twenty (20) accumulated sick days for such leave. Any paid sick leave used for this purpose shall run concurrently with the FMLA leave used.

F. Leave for Jury Duty

1. Any teacher who is called for jury duty shall be eligible to receive the necessary leave to fulfill this civic duty. This leave shall not be deducted from sick leave or from personal days. The teacher shall receive a rate of pay equal to the difference between his/her contract step on the professional salary schedule and the jury fee.

2. Any teacher called for jury duty will so inform the Superintendent within three working days of such notification. The Superintendent may request that the teacher be excused if the Superintendent feels such jury duty would create an extreme hardship for the system.
- G. Sabbatical Leave. The Superintendent shall determine availability of suitable substitutes and determine leave on this availability and shall review and approve worthwhile programs subject to the following conditions:
1. No more than 2% of the total staff shall be absent on sabbatical leave at any one time.
 2. Request for sabbatical leave must be received by the Superintendent in writing in such form as may be required no later than December 15 of the year preceding the school year in which the sabbatical is requested. It is understood that the deadline of December 15 may be waived at the discretion of the Superintendent when fellowships, grants or scholarships awarded later in the year make such a deadline unreasonable.
 3. The teacher shall be eligible for an initial sabbatical leave after at least six (6) consecutive full school years of active service in this system. A second sabbatical may be granted after another six-year period.
 4. A sabbatical leave shall be for a full academic year and the professional staff member shall be paid 1/2 of the base rate, provided that the total compensation of any program grant, scholarship, assistantship or other compensation and the sabbatical pay does not exceed the teacher's full annual base rate. In this instance, "full annual base rate" shall be defined as that salary from which retirement is deducted.
 5. The teacher, as a condition to the acceptance of the sabbatical leave, shall agree to return to employment in the system for two (2) full years. In the event the teacher shall not elect to return, the teacher shall reimburse the Board fully for all sabbatical payments made by the School Board.
 6. The Teacher returning from sabbatical leave shall be placed on the appropriate step on the salary schedule as though he/she had been in active service in the system for the year of the sabbatical leave. The sabbatical leave shall not affect continuity of service or accrual of benefits.
 7. A sabbatical leave shall be subject to the recommendation of the Superintendent and subject to the approval of the Board. If a sabbatical leave is denied, reason for the denial will be submitted in writing to the applicant by the Superintendent

promptly and no later than February 15 of the year preceding the year in which the leave would be taken.

8. Normally, a sabbatical leave shall not be granted to a teacher whose spouse also has a sabbatical leave from any institution during the same period. However, the Board may waive this rule if upon investigation it feels that the granting of a sabbatical leave is in the best interest of the school system.

H. Leave for Work-Related Injury

1. The Board guarantees teachers no loss of pay for injuries for which they can establish eligibility for Workers' Compensation for as long as eligibility exists, but in no case for more than one (1) calendar year from the date of injury.
2. The employee's sick leave will be used on a pro rata basis to compensate for the difference between normal salary and that received from Workers' Compensation.

I. Other Leaves

1. The Superintendent may, at his/her discretion, grant up to three days leave without pay per employee each year.
2. On the rare occasion when an employee with five (5) years of completed service with the Board may have an extended period of disability which requires absence from his/her position beyond absences covered by his/her accumulated sick days, that employee may request the MEA to establish an Emergency Sick Day Bank on his/her behalf. Only employees with five (5) years of completed service with the Board may contribute up to two (2) days each of their accumulated sick days to the bank. These days will be used exclusively by the applicant. Any unused days will revert back to the contributors on a prorated basis.
3. On rare occasions, an employee may have an unusual personal situation which requires absence from his/her position beyond absences covered by the above leave policies. In such cases, the employee may apply to the Board for a leave of absence without pay not to extend beyond the end of the current employment year (or if within sixty working days of the end of the current employment year, not to extend beyond the end of the next employment year). The Board will act upon each such request in the best interests of the school system. Employees on such leave shall have the option to participate in the group insurance program and pay the required premium.
4. In any case where a paid leave is granted to a certified staff member for purposes for which the teacher is to be reimbursed by a fee, the staff member shall receive a rate of pay equal to the difference between his/her contractual step on the professional schedule and the fee received.

J. Childrearing Leave

1. Any certified professional employee shall be entitled, upon written request submitted to the Superintendent of Schools and after approval granted by the Board, to an extended leave without pay for the purposes of child rearing, apart from any period of childbirth disability leave with pay. Such employee shall be entitled to such leave until the end of the half school year in which the child is born or adopted, and for one or two additional half school years after that. The employee shall request leave for one of the three durations described above.

Employees granted such leave by the Board shall not be permitted to subsequently modify the length of the leave granted to them, except when, in the Board's opinion and after review by the Superintendent, extraordinary circumstances justifying modification of the length of the leave exist.

2. Childrearing leave, like other extended leaves, shall be subject to the following provisions:
 - a. Employees requesting leave shall submit not less than thirty (30) days written notice of the anticipated date of ending performance of their duties.
 - b. Employees on such leave shall have the option to participate in the group insurance programs and pay the required premiums.

- K. Absences without prior approval: Any employee absent from work without any of the leave coverages stated above shall be subject to disciplinary action by the Board.

ARTICLE 13
Payroll Deductions

- A. An individual teacher may elect to have a portion of his or her salary deposited into a tax-sheltered annuity designated by the individual teacher from a minimum of five (5) Board approved vendors, unless otherwise required by law, under the Board's Annuity Plan. The Board agrees to provide payroll deductions for annuities for those teachers filing a form no later than thirty (30) days prior to the effective date of the change.
- B. The Board further agrees to provide payroll deductions for local, state and national teacher association dues, to be deducted from each payroll from October through June for those teachers filing a payroll deduction form no later than the last week of September of each year.

- C. Teachers may have payments made via direct deposit, provided the teacher files a form no later than two pay periods before the desired deduction date.
- D. The Board will make available to the teachers a Section 125 plan for payment of the following qualified expenses on a pre-tax basis:
 - 1. Insurance premium contribution
 - 2. Dependent care assistance
 - 3. Supplemental medical expense reimbursement

The teachers' insurance premium contributions, as set forth in Article 14, shall be paid through payroll deductions from twenty (20) paychecks per year. The Board agrees to provide payroll deductions for dependent care assistance and supplemental medical expense reimbursement based on the number of checks the teacher receives each calendar year.

**ARTICLE 14
Insurance Benefits**

A. Health Insurance

Each full-time employee may select coverage under one of the following health insurance plans:

1. PPO Plan

For teachers electing coverage under the PPO plan, the Board and the teachers shall be responsible for the difference in cost between the Board's cost for the HDHP/HSA plan (including deductible funding) and the PPO plan.

The PPO plan provided by the Board will include the following elements:

Co-payments for in-network services	
OV co-payment & outpatient services	\$0 preventive care \$25 PCP \$25 specialists (including allergists) \$25 for outpatient services (including mental health, substance abuse, PT, OT, speech, chiro, short-term rehab)
Urgent Care	\$50
ER	\$75
Outpatient hospital services	\$150
In-patient hospitalization	\$300

Out-of-network services	
Deductibles	\$400/800/1000
80-20 Co-insurance, subject to the following out-of-pocket maximums	\$2000/4000/5000
Lifetime maximum benefit	\$1,000,000
Prescription Coverage	\$10/20/30 public sector formulary, \$3,000/year max, 2x co-payment for mail order (3-mo. supply).

2. High Deductible/H.S.A. Plan

For teachers electing coverage under the HDHP/HSA plan, the Board and the teachers shall pay the following percentages of the costs for coverage under the HDHP/HSA plan:

<u>Contract Year</u>	<u>Board Contribution</u>	<u>Employee Contribution</u>
2021-2022	82%	18%
2022-2023	82%	18%
2023-2024	82%	18%

The HDHP/HSA plan provided by the Board will include the following elements:

<u>Cost Shares Provisions</u>	<u>In-Network</u>	<u>Out-of Network</u>
Annual Deductible (individual/aggregate family)	\$2,000/\$4,000	
Co-insurance	100%	20/80% after deductible, up to co-insurance maximum
Annual Out-of-Pocket Maximum Co-insurance	\$2,000 individual coverage/\$4,000 family coverage	\$4,000 individual coverage/\$8,000 family coverage
Lifetime Maximum	Unlimited	\$1,000,000
Preventive Care	Deductible not applicable	20% after deductible, subject to co-insurance limits
Prescription Drug Coverage	Treated as any other medical expense/100% after deductible	

The Board will contribute fifty percent (50%) of the applicable HDHP/HSA deductible amount. The Board's contribution toward the HDHP/HSA deductible will be deposited into the HSA accounts on January 1 of the year. The parties acknowledge that the Board's fifty percent (50%) contribution toward the funding of the HDHP/HSA plan is not an element of the underlying insurance plan, but rather relates to the manner in which the deductible shall be funded for active

employees. The Board shall have no obligation to fund any portion of the HDHP/HSA deductible for retirees or other individuals upon their separation from employment.

In the event that a teacher is receiving Medicare or military benefits, an HRA shall be provided and funded in the same amount as the HSA.

The health insurance plans will incorporate the State statutory mandates applicable to fully insured plans for the purpose of including provisions for mental health parity and for coverage of oral contraceptives.

- B. The Board will pay all costs for each full-time employee for a \$75,000 term life insurance policy. Retirees may continue to participate in the group term life insurance program at their own expense, until the age of 75.
- C. The Board and the teachers shall pay the following percentages of the costs for individual coverage under the Blue Cross/Blue Shield Dental Plan, or its equivalent, for each full-time employee:

<u>Contract Year</u>	<u>Board Contribution</u>	<u>Employee Contribution</u>
2021-2024	78.0%	22.0%

Teachers may purchase dental coverage for their eligible dependents, provided that the additional cost for such dependent dental coverage (above the cost for individual coverage) shall be borne 50% by the Board and 50% by the teacher.

- D. The Board reserves the right to change carriers for any of the above insurance plans, provided that it gives advance notice to the Association, and provided that the level of benefits is substantially comparable to or better than the current coverage.
- E. The Board shall make available to teachers a Section 125 Flexible Spending Account plan for payment of the following qualified expenses on a pre-tax basis, in accordance with the Town of Mansfield's Section 125 plan and/or to the extent permitted by law:
 - a. Insurance premium contribution
 - b. Dependent care assistance, and
 - c. Supplemental medical expense reimbursement
- F. Having successfully performed his/her contract obligation to the school system for the entire school year, a teacher is entitled to appropriate fringe benefits until the commencement of the succeeding school year, or until insurance benefits are available from the new position, whichever occurs sooner.

ARTICLE 15
Payroll Schedule

- A. Three payroll options are available to each teacher upon receipt of his/her salary notification. The options are:
 - 1. Twenty-six (26) checks may be issued, one (1) every other Friday beginning with the first regularly scheduled town payroll in September, after school is in session.
 - 2. Twenty-one (21) checks, one every other Friday while school is in session.
 - 3. Twenty-one (21) equal checks, based on a twelve (12) month year, will be issued every other Friday while school is in session, the remaining amount to be paid in five checks on the last day of the teacher work year.
- B. A payroll option sheet will be attached to the salary notification for each teacher to indicate a choice of option. No change can be made after date of employment or August 15, whichever is later.

ARTICLE 16
Retirement Benefits

- A. Upon retirement (or early retirement), each full-time teacher with twenty (20) years or more of service to the Mansfield Public Schools shall be compensated for unused sick leave days up to a maximum of 180 days, at a rate of \$20 per day.
- B. Upon retirement (or early retirement), each full-time teacher with fifteen to nineteen (15-19) years of service to the Mansfield Public Schools shall be compensated for unused sick leave up to a maximum of 180 days, at a rate of \$10 per day.
- C. In order to be eligible for the benefits under this Article, a teacher must provide written notice of retirement by January 1 of the year of retirement.
- D. Only teachers employed by the Mansfield Board of Education prior to July 1, 2018 shall be eligible to receive the retirement benefits.

ARTICLE 17
Reduction in Force and Recall Procedure

The Association shall be notified of the need for staff reduction as soon as it is apparent that there is no other alternative.

- A. General Statement of Policy: It is recognized that, under Section 10-220 and 10-4a of the Connecticut General Statutes, the Board has the sole and exclusive prerogative to eliminate or reduce certificated staff positions. It also has the responsibility to maintain good public elementary and secondary schools and to implement the educational interest of the state. However, recognizing that it may become necessary to eliminate or reduce certified staff positions in certain circumstances, this policy is incorporated into this contract to provide a fair and orderly process should such reductions and/or elimination become necessary.
- B. Definitions: As used herein the terms teacher, teaching and teaching/administrative experience shall apply to any employee of the Board who holds a certificate issued by the Connecticut State Board of Education and is employed in a teaching or administrative position below the rank of Superintendent.
- C. Procedure
1. The Association shall be notified in writing of the need for staff reduction.
 2. Prior to the identification of any tenured teacher who is to be terminated a seniority list will be developed by the Superintendent of Schools and the president of the Mansfield Education Association or designee. This list will be available to all staff members for review. Such a seniority list shall reflect in this order:
 - a. teachers' name
 - b. total certificated employment for the Board
 - c. date on which contract of employment for the Board was signed
 - d. total public school teacher experience
 - e. degree status (per agreement between the Mansfield Education Association and the Board)
 - f. areas of certification
 3. Prior to commencing action to terminate teacher contracts under this procedure, the Board will give due consideration to its ability to effectuate elimination and/or reduction in staff by:
 - a. voluntary retirement
 - b. voluntary resignation
 - c. transfer of existing staff members, i.e.,
 - (1) transfer to an opening for which that teacher is certified and qualified
 - (2) transfer to a position for which the teacher is certified and qualified which is currently held by a teacher with less seniority in Mansfield in the following categories and in the order stated:

- i. nontenured teacher
- ii. teacher holding one or more provisional certificates
- iii. tenured teacher holding one or more professional certificates

(3) no transfers under (1) or (2) above shall be required for part-time teachers where the transfer would increase the teacher's position to full-time or greater part-time employment.

- d. voluntary leave of absence
- e. reduction from full-time to part-time positions
- f. permanent substitute position(s)
- g. utility teacher positions

4. Determination of staff members who are to be terminated shall be in the following order:

- a. certified, nontenured teachers
- b. certified, tenured teachers

5. In the event that the foregoing determinations are not definitive, these criteria shall apply in the following order:

- a. total certificated employment for the Mansfield Board
- b. total public school teacher experience
- c. degree status (per agreement between the Mansfield Education Association and the Board - the person with the highest degree shall be retained).
- d. areas of certification

D. Policy Provisions Not Applicable to Promotions: Nothing in this policy shall require the promotion of a teacher into a position of higher rank, authority, or compensation even though the teacher be qualified.

E. Recall to Full or Partial Employment Procedure

- 1. If the contract of employment of a teacher is terminated, or the terms of that contract reduced because of the elimination or reduction of a position, and such teacher makes a prompt written request for placement on a recall list, the name of that teacher shall be placed on a reappointment list and remain on such a list for a period of up to two years, if the teacher has served for two years or less, or for three years if the teacher has served for three years or more. Teachers eligible to remain on the recall list must request continuation in writing at the beginning of each school year. Recall will be in descending order from the reappointment list with the staff person most recently terminated or reduced placed at the top. In the

event that the services of more than one teacher are terminated or reduced at the same time, recall order will be determined by recommendation of the Superintendent. If a position becomes open during such period, and the teacher has been selected by the Board as a person on the recall list who is certified and qualified to hold that position, then the teacher will be notified in writing by registered mail, sent to his or her last known address, at least thirty (30) days prior to the anticipated date of reemployment, if possible. The teacher shall accept or reject the appointment within seven (7) days after the mailing of such notification by certified mail, return receipt requested, to the teacher at the address on file with the district. If the appointment is accepted, the teacher shall receive a written contract within twenty (20) days of receipt of the teacher's reply by the Board. If the teacher rejects the appointment offer or does not respond according to this procedure within seven (7) days after receipt of such notification, the name of the teacher will be removed from the recall list.

2. Separation of a teacher under that staff reduction policy shall not, during the recall period, adversely affect accumulated sick leave, accumulated toward sabbatical leave, eligibility for placement on the salary schedule, except that time of unemployment shall not be credited for salary schedule advancement on reappointment. Reemployment beyond the recall period may result in such credits and shall be determined at the time of the teacher's reemployment.

- F. It is recognized that dismissal of a teacher is reviewable only under Connecticut General Statutes 10-151 and in no other manner. The procedures therein provide the exclusive method for challenging a separation from employment. Therefore no grievance under Article 17 may be filed or submitted to an arbitrator under Article 6. However, the parties agree that in the event of a challenged dismissal under this section, the provisions of this contract can and should be submitted to the Board, an impartial hearing panel or a court, as appropriate.

ARTICLE 18

No Strike

Employees are prohibited from striking or engaging in concerted refusals to render services in accordance with Section 10-153e of the General Statutes, as it may be amended from time to time.

ARTICLE 19

Just Cause

Any substantive complaint made against a teacher by any parent, student or other person shall promptly be called to the attention of the teacher. In no case shall any such complaint be placed in a teacher's file without an investigation by the Superintendent or his designee. The

investigation shall include a meeting or meetings as appropriate with the Superintendent or his designee and the teacher during which the teacher may have association representation and a reasonable opportunity to comment upon and present relevant information concerning the complaint. Consideration shall be given to the views and information provided by the teacher before any determination of the validity of the complaint is made. The Superintendent or his designee shall determine the validity of the complaint, and if he determines the complaint to be valid, he shall briefly state the reason in writing. In no case shall any anonymous complaint be placed in a teacher's file.

No written evaluation, or written notice of discipline, or written complaint submitted by any person against a teacher, originating after original employment, shall be placed in a teacher's personnel file unless the teacher has been notified and has had an opportunity to review the material. A teacher may submit a written notation regarding any material placed in the teacher's file, and the same shall be attached to the file copy of the material in question. If the teacher is asked to sign material placed in his/her file, such signature shall be understood to indicate his/her awareness of the material, but in no instance shall said signature be interpreted to mean agreement with the content of the material. Written letters of reprimand shall be removed from the teacher's personnel file after a period of sixty (60) months has elapsed from the date of the letter's issuance, provided there are no additional letters of reprimand against the employee during said sixty (60) month period.

No teacher shall be given a written letter of reprimand, denied an increment or given a disciplinary suspension without just cause. Such teacher shall be entitled to receive a statement of reasons in writing and to have a representative of the Association present.

ARTICLE 20
Salaries

- A. The salary schedule covered by this Agreement is set forth in Appendix A, which is attached hereto and made a part of this Agreement.
- B. Salary increments will be based on satisfactory performance with the provision that a warning letter of substandard performance be sent to the teacher by the Superintendent of schools before February 1. If improvement is not noted, the teacher will be so informed before the following March 15.
- C. Longevity - It is agreed that any individual hired after September 1, 1985 will be eligible for longevity only after he/she has been employed by the Board for a minimum of fourteen years.

Longevity will be paid on the following scale:

15-19 years:	\$ 750
20-24 years:	1,000
25 or more years:	1,250

The longevity payments set forth in this section shall be available only to teachers hired by the Board prior to June 30, 1993.

- D. The salary schedule listed in the Appendix of this Agreement shall be interpreted and applied in accordance with the following definitions:

Bachelor's Degree-- A Bachelor's degree earned at an accredited college or university.

Master's Degree-- A Master's degree earned at an accredited college or university.

Masters' Degree plus 15 hours-- Fifteen semester hours earned in a planned program at an accredited college or university.

Sixth Year Certificate-- The 6th year shall constitute a planned program at an accredited institution resulting in the award of a Sixth Year Certificate or a second Master's degree.

Teachers may advance to a new column in the salary schedule by receiving one of the degrees defined above in the field of education. Alternatively, upon the prior written determination of the Superintendent that the teacher's degree benefits the school system, teachers may advance by receiving one of the defined degrees outside of the field of education.

- E. Professional Improvement. Compensation at a salary above the level of original employment shall be paid for the completion of approved degree programs or for the completion of an equivalent professional improvement (E.P.I.) program above an earned degree or diploma. An equivalent professional improvement shall be measured in terms of 30 credits as being equal to a year of academic work in lieu of an advanced degree program.

1. Such professional improvement shall be defined as an approved program directed at improving the teaching and learning situation. Each program must be submitted to the Superintendent for approval in advance. Any changes in the program, as approved, must be authorized in accordance with the procedure for original approval outlined above.
 2. Approval of change in salary status through the Professional Improvement Program will be recommended to the Board by the Superintendent upon receipt of official transcripts and/or official documentation no later than the last regular meeting of the Board in October. Salary adjustments will be retroactive to September 1st.
 3. The Board will make available \$20,000 for each contract year to be used by staff members as reimbursement for approved courses. Funds will be available at the rate of \$400 per credit hour (or actual cost if less) for a maximum of six (6) credit hours per staff member per year. Priority will be given to those on the Bachelor's level. Applications must be submitted to the Superintendent by August 15 for the upcoming contract year. The Superintendent may accept later applications if there is still money available.
- F. In placing incoming teachers on the salary schedule, the Superintendent shall give salary schedule credit for previous teaching experience in public, private and parochial schools, provided that such experience shall have been continuous service of at least one-half of any school year. Intermittent or short-term substitute teaching service will not be credited as previous teaching experience. The Superintendent may also grant credit on the salary schedule to an incoming teacher for any other type of experience deemed relevant to teaching in Mansfield.

ARTICLE 21
Stipends

TEAM Mentor	\$500 per team per year
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The Principal shall determine how the TEAM mentor stipend of \$500 payment shall be distributed to the members of each mentor team. If a mentor team is serving as the TEAM mentor for a new teacher and the new teacher leaves the Board's employ for any reason during the course of a school year, the stipend for the TEAM mentor team shall be pro-rated based on the number of months remaining in the school year at the time the teacher leaves the Board's employ. Any teacher serving as a member of more than one TEAM mentor team at a time will be eligible for a portion of the stipend applicable to each of the mentor teams on which he/she is serving.

ARTICLE 22
Past Practices

All past practices, agreements and understandings between the Association and the Board in conflict with this contract, are void and of no force and effect.

ARTICLE 23
Agency Fee

- A. All teachers employed by the Board shall, as a condition of employment, join the Association or pay a service fee to the Association. 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. The Board agrees to deduct the service fee by means of payroll deduction. The amount of the deduction for service fee from each paycheck shall be equal to the total service fee divided by the number of paychecks from and including the first paycheck in January through and including the last paycheck in June. The amount of service fee shall be certified by the Association to the Board prior to January 1 of each school year.

Those teachers whose employment commences after the start of the school year shall pay a pro-rated amount equal to the percentage of the remaining school year.

The Board agrees to forward to the Association each month a check for the amount of money deducted during that month. The Board shall include with such check a list of the teachers for whom such deductions were made.

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

The singular reference to the "Association" herein shall be interpreted as referring to the Mansfield Education Association, the Connecticut Education Association, and the National Education Association.

- C. The Association shall indemnify and save the Board harmless against all claims, demands, suits, or other forms of liability, including attorney's fees, which may arise by reason of any action taken in applying or enforcing the provisions of this Article, including the making of deductions and remitting of the same to the Association.

ARTICLE 24
Summer School

- A. All summer school vacancies including newly created summer school positions shall be published, dated and posted for the staff for a minimum of five (5) days before applications are closed. Notification of any summer school vacancies available during the summer shall be sent via District electronic mail (e-mail).
- B. Teachers who desire to apply for summer school vacancy shall provide written application to administration within the time limit specified in the notice.
- C. Summer school vacancies shall be based on the student needs.
- D. Summer school appointments shall be for one year.
- E. All summer school positions shall be voluntary.

ARTICLE 25
Duration and Amendment

- A. This Agreement shall be in full force and effect from July 1, 2021 through and including June 30, 2024, or until such subsequent time that a successor Agreement becomes effective.
- B. This Agreement may be amended only by the mutual written agreement of the parties. Any agreement between the parties with respect to a proposed amendment shall be reduced to writing, shall be signed by the Board and the Association and shall become an addendum of this Agreement.

In witness whereof, the duly authorized Parties hereunto affix their seals this 28th day of September, 2020.

MANSFIELD BOARD OF EDUCATION



By Chairperson

MANSFIELD EDUCATION ASSOCIATION



By Co-President



By Co-President

SIDE LETTER

Early Retirement

- A. Any teacher whose age and years of teaching as of June 30 total at least seventy (70) and who has been employed for at least fifteen (15) years (not necessarily consecutive) as a teacher in Mansfield, may elect to retire (retirement meaning such teacher will not be employed in a position requiring payment being made to the Connecticut State Teachers' Retirement System while receiving early retirement from the Town of Mansfield) early under the following conditions:
1. The applicant must submit a letter of application to the Superintendent by January 1 prior to the end of the last full year of employment. The Board will review the application and determine whether an employee may participate.
 2. The Board will not consider any request to withdraw an election for early retirement beyond March 1st. In cases of extreme hardship the applicant may appeal to the Superintendent to withdraw the application to early retire.
 3. Annual compensation will be one-fifth of the teacher's signed salary agreement at the time of retirement. This compensation shall not include retirement pay for unused sick leave days. The payment will be made for a maximum of five (5) consecutive years.
 4. Upon death of the retiree receiving early retirement payments, the benefits remaining due shall be payable to the retiree's designated beneficiary under prevailing terms.
 5. It is the responsibility of the retiree to maintain accurate address information with the Superintendent's office.
 6. Retirement payments will be made in a lump sum or in two equal payments on July 15 and/or January 15. The first payment must be taken in the first eligible fiscal year. The retiree must notify the Superintendent in writing of the payment schedule selected and may not change it once it has been selected.
 7. Continued participation in the group insurance program offered by the Board for those coverages existing at the time of retirement shall be available under the applicable options below. State law including but not limited to Section 10-183t as it may be amended from time to time, may provide teachers with additional rights.

- a. Persons drawing early retirement compensation from the Board and not drawing funds from the Connecticut State Teachers Retirement System may elect to participate in the group insurance program offered by the Board under a co-payment plan. The retiree would pay one half of the total annual premium and the Board would pay one half.
- b. Retirees who have participated in (A) above and who are no longer drawing early retirement funds from the Board, and who have not become eligible for Medicare, may continue to participate in the Board's group insurance plan at their own expense.
- c. Retirees who draw early retirement funds from the Board and who draw funds from the State Teachers Retirement System may continue to participate in the group insurance program of the Board at their own expense after they become eligible for Medicare.
- d. Premiums due must be submitted to the office of the Superintendent of schools by the tenth of the month in which State Teachers Retirement benefits commence. Insurance will be discontinued if premium payments are more than thirty days overdue. Teachers receiving early retirement benefits under Article 12 will be permitted to make their insurance premium contributions on a pre-tax basis under the district's Section 125 plan, to the extent that such pre-tax treatment is permitted by law. In order to be eligible for such pre-tax treatment, teachers must agree to have such insurance premium contributions deducted from their early retirement payments. Such pre-tax treatment shall continue only until such time as the teacher ceases receiving early retirement payments under Article 12.
- e. Retirees must notify the Superintendent's office in writing of desired coverage or change in coverage thirty (30) days before the date the coverage or change is to become effective.
- f. In the event of death continued benefits under this plan are not transferable.
- g. The individual teachers and the Association agree to Save Harmless the Board and the Town of Mansfield from any and all claims from the implementation of this retirement provision.

B. This Side Letter shall be effective for all teachers employed by the Board prior to September 1, 1987.

SIDE LETTER

Mansfield Board of Education and Mansfield Education Association

The following stipends shall apply for 2021-2024:

Summer work proposals	\$40 (outside the school day, per hour)
Elem/MS Summer School Head Teacher	\$1,000 for 4 weeks prorated based on length of assignment
After School Activities per session	\$30
Literacy Coach:	\$2,500 (inclusive of two days of work in the summer and leadership work throughout the school year)
Academic Seminars/clubs,	\$30 (Including planning, per hour)
Team Leader, Base Salary	\$600
• Over 4, per person add	\$30
Curriculum Teacher Leader	\$2,500
Enrichment Activities:	
Mathematics	\$750
Science	\$500
Robotics	\$1,000
History	\$1,000
Rubik's Cube	\$250
Enrichment Activities, weekend:	\$250 full day; \$125 half day
Budget Coordinator, Base Salary	\$200
• Over 1, per person add	\$25
Middle School Play Director	\$2,500
Assistant Drama Director	\$600 (per position, up to 3 positions based on scope of play)
Athletic Director	\$2,500
Head Coach, all sports	
• 1-3 years experience	\$1,700
• 4+ years experience	\$2,000
Assistant Coach, all sports	\$850

APPENDIX A - SALARY SCHEDULES

2021-22 SALARY SCHEDULE

Step	BA	MA	MA+15	Sixth
1	53,632	55,867	57,435	58,847
2	56,504	59,210	60,695	62,133
3	58,022	61,119	62,846	64,177
4	59,801	63,029	64,640	66,217
5	61,580	64,935	66,617	68,260
6	63,382	66,849	68,586	70,304
7	65,138	68,905	70,564	72,354
8	66,915	70,820	72,538	74,389
9	68,885	72,725	74,506	76,432
10	70,472	74,640	76,480	78,474
11	72,249	76,443	78,457	80,519
12	76,397	78,457	80,425	82,558
13	83,187	83,851	84,767	86,973
14		94,753	97,126	99,495

2022-23 SALARY SCHEDULE

Step	BA	MA	MA+15	Sixth
1	54,705	56,984	58,584	60,024
2	57,634	60,394	61,909	63,376
3	59,182	62,341	64,103	65,461
4	60,997	64,290	65,933	67,541
5	62,812	66,234	67,949	69,625
6	64,650	68,186	69,958	71,710
7	66,441	70,283	71,975	73,801
8	68,253	72,236	73,989	75,877
9	70,263	74,180	75,996	77,961
10	71,881	76,133	78,010	80,043
11	73,694	77,972	80,026	82,129
12	77,925	80,026	82,034	84,209
13	84,851	85,528	86,462	88,712
14		96,648	99,069	101,485

2023-24 SALARY SCHEDULE

Step	BA	MA	MA+15	Sixth
1	55,799	58,124	59,756	61,224
2	58,787	61,602	63,147	64,644
3	60,366	63,588	65,385	66,770
4	62,217	65,576	67,252	68,892
5	64,068	67,559	69,308	71,018
6	65,943	69,550	71,357	73,144
7	67,770	71,689	73,415	75,277
8	69,618	73,681	75,469	77,395
9	71,668	75,664	77,516	79,520
10	73,319	77,656	79,570	81,644
11	75,168	79,531	81,627	83,772
12	79,484	81,627	83,675	85,893
13	86,548	87,239	88,191	90,486
14		98,581	101,050	103,515

MEMORANDUM OF AGREEMENT

In connection with the contract settlement reached by the Mansfield Board of Education (the "Board") and the Mansfield Education Association (the "Association") in October 2010, the parties agree that, effective at the beginning of the 2011-12 contract year, the Board will provide a one-time recognition payment in the amount of \$1000 to any teacher who earns National Board Certification, with such payment to be made in the year in which the teacher provides verification of such certification.

MANSFIELD BOARD OF EDUCATION

By: 

Date: 10/21/13

MANSFIELD EDUCATION ASSOCIATION

By: 


Date: 10/22/13

10/22/13

TOWN OF MANSFIELD MONTHLY REPORT

Sergeant Keith Timme #0196

Month: August 2020

TOTAL CALLS FOR SERVICE: 2324

Mansfield	August 2020	YTD
Accidents	23	141
Criminal Investigations	27	175
Burglaries	3	6
Larcenies	2	37
Non Reportable Matters	2,181	5737
Total Arrests	11	103

Troop C- Tolland County CALLS FOR SERVICE

City	August 2020	Year To Date
Coventry	22	260
Ashford	160	1398
Willington	443	3174
Vernon	266	2688
Union	257	2478
Somers	661	6529
MANSFIELD	2324	6993
Tolland	922	6971
Ellington	1202	9950
Stafford	1193	8250
TOTAL:	7450	48691

Town of Mansfield- Motor Vehicle Enforcement

Mansfield	August 2020	Year To Date
Total Traffic Stops	34	764
DUI's	4	24
Misdemeanor Summons	4	48
Infractions	15	524
Written Warnings	25	50
Verbal Warnings	22	187

Respectfully Submitted,

Sgt Keith Timme #196

TOWN OF MANSFIELD MONTHLY REPORT

Sergeant Keith Timme #0196

Month: September 2020

TOTAL CALLS FOR SERVICE: 3054

Mansfield	September 2020	YTD
Accidents	17	158
Criminal Investigations	20	195
Burglaries	1	7
Larcenies	4	41
Non Reportable Matters	2947	8684
Total Arrests	13	116

Troop C- Tolland County CALLS FOR SERVICE

City	September 2020	Year To Date
Coventry	25	285
Ashford	175	1573
Willington	596	3770
Vernon	270	2958
Union	214	2692
Somers	684	7213
MANSFIELD	3054	10047
Tolland	900	7871
Ellington	1269	11219
Stafford	1029	9279
TOTAL:	8216	56907

Town of Mansfield- Motor Vehicle Enforcement

Mansfield	September 2020	Year To Date
Total Traffic Stops	56	850
DUI's	2	26
Misdemeanor Summons	3	51
Infractions	6	530
Written Warnings	18	68
Verbal Warnings	27	214

Respectfully Submitted,

Sgt Keith Timme #196

John C. Carrington
Interim Town Manager

October 1, 2020

Mr. William Ouimet
278 Wormwood Hill Road
Mansfield Center, CT 06250

Re: Appointment to Mansfield Conservation Commission

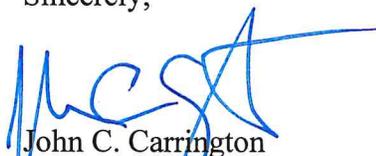
Dear Mr. Ouimet:

I am pleased to appoint you as a full member to the Mansfield Conservation Commission for a three-year term, effective September 1, 2020 through August 31, 2023.

I trust that you will find the work of the Commission to be rewarding, and I greatly appreciate your willingness to serve our community.

Please do not hesitate to contact me with any questions regarding your appointment.

Sincerely,



John C. Carrington
Interim Town Manager

Cc: Town Council
Mansfield Conservation Commission
Sara-Ann Chaine, Town Clerk

John C. Carrington
Interim Town Manager

October 1, 2020

Mr. John Silander
30 Silver Falls Lane
Storrs, CT 06268

Re: Re-Appointment to Mansfield Conservation Commission

Dear Mr. Silander:

This letter is to confirm your re-appointment to the Mansfield Conservation Commission for a three-year term, effective September 1, 2020 through August 31, 2023.

Thank you for all the work you have done on behalf of the Commission. I greatly appreciate your willingness to serve our community.

Please do not hesitate to contact me with any questions regarding your re-appointment.

Sincerely,



John C. Carrington
Interim Town Manager

Cc: Town Council
Sara-Ann Chaine, Town Clerk

John C. Carrington
Interim Town Manager

October 1, 2020

Mr. Michael Soares
99 Dog Lane
Mansfield, CT 06268

Re: Re-Appointment to Mansfield Conservation Commission

Dear Mr. Soares:

This letter is to confirm your re-appointment to the Mansfield Conservation Commission for a three-year term, effective September 1, 2020 through August 31, 2023.

Thank you for all the work you have done on behalf of the Commission. I greatly appreciate your willingness to serve our community.

Please do not hesitate to contact me with any questions regarding your re-appointment.

Sincerely,



John C. Carrington
Interim Town Manager

Cc: Town Council
Sara-Ann Chaine, Town Clerk

John C. Carrington
Interim Town Manager

October 1, 2020

Scott Lehmann
532 Browns Rd
Storrs, CT 06268

Dear Mr. Lehmann,

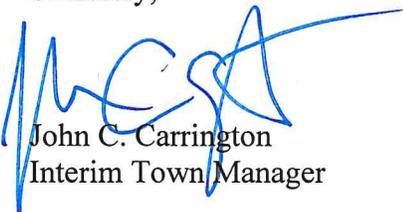
We are sorry to hear that you have decided to resign from the Conservation Commission.

On behalf of the Town, we thank you for the time and effort you have put into the work of this commission since August 2005.

Your thoughtful insight and experience as a philosopher and an environmental steward has been invaluable and your dedicated service to the Commission and to the Town is greatly appreciated.

We wish you the best in your future endeavors.

Sincerely,



John C. Carrington
Interim Town Manager

Cc: Town Council
Sara-Ann Chaine, Town Clerk