

MILFORD SCHOOL DISTRICT  
Milford, Delaware 19963

POLICY

4317

**DEATH BENEFIT FOR EMPLOYEES**

Provisions for settlement of financial matters for employees who die while employed by the Milford School District shall be authorized in accordance with the following procedures:

1. Regular salary authorized by State and local provisions owed to the employee at time of death will be calculated utilizing the formula (Daily rate as defined by the State Board of Education) X (Number days of authorized salary).
2. In addition to any regular salary owed to an eligible employee at time of death, the Milford School District may pay to the estate of the deceased eligible employee or to a specified beneficiary, a sum equal to twenty days pay at the per diem rate of the regular gross annual salary for the fiscal year during which death occurs.
3. The term eligible employee shall be defined as personnel who have been officially approved for regular employment and are included in the Milford School District payroll records at the time of death. Personnel, although not actively engaged in school district responsibilities during summer months, are considered to be under contractual obligation to the district and would, therefore, qualify for this benefit unless superseded by other causes such as retirement, resignation, or official leave other than sabbatical. Newly employed personnel will qualify for Milford School District Death Benefits thirty calendar days following the employee's effective date of employment. (The term "effective date of employment" shall mean the first day any employee actually begins the performance of assigned duties and is added to the official payroll.)
4. The following would not be eligible for this benefit:
  - a. Substitute teachers

- b. Those who provide services to Milford School District on a contracted basis rather than as regularly employed personnel elected by the Board of Education.
  - c. Personnel whose death occurs after an official resignation or retirement date.
  - d. Personnel on leave from the School District except in the case of authorized sabbatical leave.
5. In the event of local or national disaster or for any other valid reason, the Milford Board of Education may refrain from payment of this benefit. The enactment of this policy in no way constitutes a contractual agreement between the Milford School District and its employees regarding any other provisions contained herein with the exception of subsection "1."
6. The Board may request legal proof of death prior to payment of the death benefit if circumstances warrant such action.

ADOPTED: 11/17/69; 12/15/69; 7/18/77