

AGREEMENT

between the

BRANFORD BOARD OF EDUCATION

and the

BRANFORD ADMINISTRATORS ORGANIZATION

July 1, 2010 - June 30, 2013

BRANFORD
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BRANFORD BOARD OF EDUCATION
BRANFORD ADMINISTRATORS ORGANIZATION

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THIS AGREEMENT IS MADE AND ENTERED INTO November ²³ 2009, by and between the **BRANFORD BOARD OF EDUCATION** (hereinafter referred to as the "Board") and the **BRANFORD ADMINISTRATORS ORGANIZATION** (hereinafter referred to as the "Organization").

PREAMBLE

This Agreement is negotiated under §§ 10-153a through 10-153g of the Connecticut General Statutes of the State of Connecticut, as amended, in order to fix for its term the salary, hours, and all other conditions of employment provided herein.

ARTICLE I
RECOGNITION

The Board recognizes the Organization for purposes of professional negotiations as the exclusive representative of the certified professional employees in the school district not excluded from the purview of §§ 10-153a – 10-153n, inclusive, employed in positions requiring an intermediate administrator or supervisor's certificate, or the equivalent thereof, and whose administrative or supervisory duties, for the purposes of determining membership in the administrators' unit, shall equal at least fifty percent of the assigned time of such employee.

ARTICLE II
NEGOTIATIONS

The Board and the Organization agree to conduct negotiations in accordance with the Statutes of the State of Connecticut.

**ARTICLE III
RESPONSIBILITY**

- A. It is recognized that the Board has and will continue to retain, whether exercised or not, the sole and unquestioned right, responsibility and prerogative to direct the operation of the public schools in the Town of Branford in all its aspects, including, but not limited to, the following:
1. To maintain public elementary and secondary schools and such other educational activities as in its judgment will best serve the interests of the Town of Branford;
 2. To give the children of Branford as nearly equal advantages as may be practicable; to decide the need for school facilities;
 3. To determine the care, maintenance and operation of buildings, lands, apparatus and other property used for school purposes;
 4. To determine the number, age and qualifications of the pupils to be admitted into each school; to employ, assign and transfer certified personnel;
 5. To suspend or dismiss the teachers of the schools;
 6. To designate the schools which shall be attended by the various children within the town;
 7. To make such provisions as will enable each child of school age residing in the town to attend school for the period required by law and provide for the transportation of children whenever it is reasonable and desirable;
 8. To prescribe rules for the management, studies, classification and discipline for the public schools;
 9. To decide the textbooks to be used;
 10. To make rules for the arrangement, use and safekeeping of the school libraries and to approve the books selected therefore and to approve plans for school buildings;
 11. To prepare and submit budgets and, in its sole discretion, expend monies appropriated by the town for the maintenance of the schools, and to make such transfers of funds within the appropriate budget as it shall deem desirable.

- B. These rights, responsibilities and prerogatives are not subject to delegation in whole or in part, except that the same shall not be exercised in a manner consistent with or in violation of any of the specific terms and provisions of this Agreement. No action taken by the Board with respect to such rights, responsibilities and prerogatives, other than as there are specific provisions herein elsewhere contained, shall be subject to the procedure for Resolution of Differences as provided in Article XI of this Agreement.

ARTICLE IV SALARIES

A. WORK YEAR

1. All positions are based on a 245 day work year.

B. POSITION SALARY

1. All administrative positions will have a "position" salary based on the following criteria:
- a. Sixth-level diploma.
 - b. Fourteen (14) years of experience (teacher and/or administrative) with at least five (5) years administrative experience.
2. An administrator with less than the required education and experience will be paid less than the "position" salary and such salary will be shown as "actual" salary. The "actual" salary will be adjusted as the education and/or experience increases to meet the requirements indicated in #1 above, as follows:

4 years administrative service:	99% of position salary
3 years administrative service:	98% of position salary
2 years administrative service:	97% of position salary
1 year administrative service:	96% of position salary
0 years administrative service:	95% of position salary

Administrators with less than 14 years experience (teacher and/or administrative) will advance as set forth above, except that an administrator with 5 or more years of administrative service with less than 14 years overall experience (teacher and/or administrative) shall remain at 99% of position salary until 14 years of service as aforesaid has been attained.

3. The requirements of Paragraphs 1.b. and 2 above may be waived by the Board of Education without consultation with the Branford Administrator's Organization.

C. NEW POSITIONS

1. In the event of the creation of a new position which does not fit any of the established categories, the Board may unilaterally establish the salary for the new position and implement the same without prior negotiations with the Organization. If the Organization disputes the appropriateness of the salary of such new position, it may file a grievance in accordance with Article XI. The parties hereby acknowledge that the arbitrator(s) who hears the grievance concerning the salary of a new position is bound by and restricted to consideration of the factors enumerated in the Teacher Negotiations Act under binding interest arbitration.

D. WITHHOLDING SALARY INCREASES

1. The Board has the right to withhold an increase or part of an increase for performance in need of significant improvement. Prior to such withholding, notice indicating identification of the problem, a plan for resolution, and a mutually agreed time frame for evaluating results of efforts to resolve the problem shall be given and/or shall occur.

E. SALARY REOPENER

1. In the event that State initiates regulations or laws enhancing salaries for or to include administrators, the contract can be reopened by mutual agreement of the parties.

*Salary Schedule
2010-11*

<u>Position</u>	<u>Position Salary</u>
High School Principal	\$143,337
Middle School Principal	\$133,889
Director of Pupil Services & Special Educ. PreK-12	\$127,225
Elementary Principal	\$124,977
High School Assistant Principal	\$121,257
Middle School Assistant Principal	\$118,916
Elementary Assistant Principal	\$113,150
Coordinator of Related Services	\$113,150
Director of Adult Education	\$ 106,756

*Salary Schedule
2011-2012*

<u>Position</u>	<u>Position Salary</u>
High School Principal	\$146,849
Middle School Principal	\$137,169
Director of Pupil Services & Spec. Educ. PreK-12	\$130,342
Elementary Principal	\$128,039
High School Assistant Principal	\$124,227
Middle School Assistant Principal	\$121,830
Elementary Assistant Principal	\$115,923
Coordinator of Related Services	\$115,923
Director of Adult Education	\$109,372

*Salary Schedule
2012-2013*

<u>Position</u>	<u>Position Salary</u>
High School Principal	\$150,594
Middle School Principal	\$140,667
Director of Pupil Services & Spec. Educ. PreK-12	\$133,665
Elementary Principal	\$131,304
High School Assistant Principal	\$127,395
Middle School Assistant Principal	\$124,937
Elementary Assistant Principal	\$118,879
Coordinator of Related Services	\$118,879
Director of Adult Education	\$112,161

**ARTICLE V
HOLIDAYS**

The following days will be observed holidays for Branford administrators:

New Year's Eve Day	July 4th	Thanksgiving Day
New Year's Day	Labor Day	Friday after Thanksgiving Day
Martin Luther King Day	Rosh Hashanah	Christmas Eve Day
Presidents' Day	Yom Kippur	Christmas Day
Good Friday	Columbus Day	
Memorial Day	Veterans' Day	

If a calendar is established whereby administrators will be expected to work on any one of these days, each administrator will be granted one floating day off for each one of these days that they are required to work.

ARTICLE VI HEALTH AND INSURANCE BENEFITS

- A. Effective 7/1/08, all personnel covered by this Agreement shall be eligible to participate in the Century Preferred Medical Plan including public sector, \$5,000 annual maximum prescription coverage with \$10 generic co-pay; \$20 formulary; \$30 non-formulary and one time (1X) mail-order medications (a/k/a RX option #1).
1. Term Life Insurance equal to twice the salary per bargaining unit member with double indemnity for accidental death and dismemberment coverage.
 2. Accidental Death Insurance at \$100,000 per staff member, 24 hour Coverage - Business and Personal.
 3. Medical benefits copays; \$25 office visit; \$100 emergency room; \$250 hospital; \$150 outpatient and \$25 urgent care (a/k/a medical option #3); Vision Care – Blue Shield Endorsement 98. \$200 maximum for eyewear.
 4. Dental Benefits – All full-time personnel covered by this Agreement shall be eligible for dental benefits, which shall include general anesthesia for category II coverage, such as, but not limited to, oral surgery, fillings, endodontics, extractions, etc. The deductibles and maximum benefit for dental benefits are as follows:

\$25	Individual Deductible per Calendar Year
\$75	Family Deductible per Calendar Year
\$1,250	Maximum Benefit per Member per Calendar Year
- B. All full-time personnel covered by this Agreement shall have the option to elect membership in the BlueCare POE Plus Option I Plan (“BlueCare”) for themselves as individuals and for their families in lieu of the group health care plans listed in Section 1 above, except that where both husband and wife are staff members only one election shall be available. Such election may be made only once annually. In no case shall the Board's contribution toward BlueCare be greater than the amount which the Board would have contributed had the employee elected hospital, medical-surgical, major medical and dental benefits as described above.

C. Income Protection Insurance.

The Board of Education will provide at no cost to the individual employee a plan of income continuance in the form of Disability Income Insurance. Beginning July 1, 2011 the insurance shall have the following features: to age 65, but not less than sixty (60) months, after an elimination period of 180 days, of 60% of salary, to a maximum monthly benefit amount of \$7,000.

D. Non-participation.

Notwithstanding the above, employees may elect to waive, in writing all health insurance coverages provided for under this contract, and in lieu thereof, may receive an annual payment equal to one-third of the yearly cost to the Board for individual coverage as such cost is set on July 1 of each year. Payment to those employees waiving such coverage shall be made in two equal payments during the months of December and April.

Notice of intention to waive insurance coverages must be sent to the Superintendent or his designee not less than 90 calendar days before such a waiver is to take effect, subject, however, to any regulations or restrictions which may be prescribed by the appropriate insurance carriers.

Any employee may elect to resume Board-provided insurance coverage upon written notice to the Board of Education. Upon receipt of such notice, insurance coverage shall be reinstated as soon as possible subject, however, to any regulations or restrictions, including waiting periods, which may then be prescribed by the appropriate insurance carriers.

If an employee resumes Board-provided insurance, the employee and/or the Board shall make whatever adjustments in payments or reimbursements which are necessary in order to provide that the employee receives his/her proportionate share of the one-third of the yearly cost only for the period of time he or she is not covered by insurance, and no more.

The availability of such waiver is subject to the approval of the insurance carrier(s) and to law.

E. Premium Payments.

The premium cost sharing for administrators participating in the health insurance programs shall be fifteen percent (15%) for 2010-2013. Said premium cost sharing shall be paid through payroll deductions and may be made through a Section 125 Plan.

F. The Board may include a Managed Care Program which shall be substantially equivalent to the BC/BS Managed Care Program.

- G. The Section 125 plan shall be continued as set forth in the side letter.

**ARTICLE VII
LEAVES OF ABSENCE**

- A. Illness and Disability Leave

- 1. Fifteen days of absence from work shall be allowed annually with full pay to all full-time administrators for personal illness or disability.
- 2. The Superintendent shall cause a record to be kept of absence. Unused days of absence for illness or disability for each administrator shall be allowed to accumulate to a total of 245 days. Those administrators whose records indicate amounts of unused illness or disability leave over 245 days shall be granted accumulation rights for that amount up to the minimum required within the provisions of the Connecticut General Statutes Section 10-156.
- 3. Each administrator, at the request of the Superintendent, may be asked to supply a physician's certificate validating the reason for prolonged absence due to illness or disability. In cases of disability arising from pregnancy or related conditions, a doctor's certificate shall be required.
- 4. In case personal illness or disability results in absence in excess of earned or accumulated leave, full or part salary may be allowed by special action of the Board.

- B. Pregnancy and Childbirth Leave

- 1. Leaves of absence related to pregnancy and/or childbirth will be granted consistent with current provisions of Federal and State Statutes.

- C. Death in Family

- 1. Five days of non-cumulative absence with pay shall be allowed full-time administrators for death in the immediate family.
- 2. Immediate family to be defined as to include parent, spouse, child, brother or sister and not to exclude these relationships through marriage or adoption.
- 3. Three days funeral leave may be used for death of grandparent or grandchild.
- 4. One day of funeral leave may be used for death of aunt or uncle.

D. Personal Days

1. Each member of the Organization will be allowed a maximum of two days of absence for emergency personal reasons per year, without a deduction in pay, providing that no day of absence for personal reasons occur during a day immediately preceding or following a vacation period, a day of school vacation, or any day scheduled on the school calendar as a holiday unless approved by the Superintendent of Schools and the Board of Education on a request filed prior to a regularly scheduled meeting of the Board of Education.
2. Personal days requested in conjunction with short-term leaves of absence may be approved only in cases of extreme personal hardship. Combination of short-term leave of absence and personal days shall not be used to extend school vacation or holiday periods.

E. Religious Holidays

1. Staff members will be granted three days of absence each year for religious holidays without deduction of pay and without deduction of those days from sick leave.

F. Long-Term Leaves of Absence

1. Leaves of absence of up to one year's duration may be granted without pay at the discretion of the Board of Education.
2. An administrator on a leave of absence who wishes to return shall receive the first professional vacancy for which he/she is eligible and has displayed the proper certification and qualification, provided that written application for return to service is made to the Superintendent at least six months prior to the date of termination of the leave of absence.
3. During a period of long-term leave of absence in accordance with this provision, an administrator may continue his/her insurance benefits if he or she elects to pay 100% of the premium for such coverage. In addition, long-term leaves of absence will not be construed as a break in service for the purposes of calculating seniority. Administrators will not continue to accrue seniority during the period of such absence.

G. Short-Term Leave

1. A short-term leave of absence shall consist of a leave no longer than one month.

2. Short-term leave of absence, with or without pay, may be granted at the discretion of the Board of Education.
3. Persons shall make application for such leave, in writing, long enough in advance for the Board to meet in regular session between the date of application and the date of leave.
4. All applications for short-term leave must explain the reasons for such request.
5. Short-term leave requested immediately preceding or following a vacation period, a day of school vacation, or any day scheduled on the school calendar as a holiday shall be granted only in cases of extreme personal hardship.
6. In cases where the term of leave is not in excess of five days, and is of an emergency nature, the Superintendent may act for the Board.
7. All communications regarding short-term leave requests shall be treated as confidential.

H. Statutory Leaves

1. All leaves of absence shall be granted when mandated by State or Federal Statute.

I. Jury Duty

1. An administrator who is called for jury duty shall receive the leave necessary to fulfill this obligation.
2. Such leave shall not be deducted from other leave privileges.
3. The administrator shall report to his/her assignment on any day court is not in session or when he/she is legally excused from jury duty.
4. While on jury duty, an administrator shall be paid the difference between his/her professional salary and the jury fee.

J. Military Duty

1. An administrator who is conscripted or recalled to active military service shall be reinstated upon return therefrom to the same or similar position as previously occupied at a salary which shall include any advance to which he or she would have been entitled had his or her employment not been interrupted by the period of military service.

K. Vacation

1. Administrators are entitled to twenty-eight (28) vacation days per year. It is agreed that up to eight (8) vacation days may be “carried over” into each successive year, provided that, such days may not be accumulated (i.e., the most number of days an administrator may have available in a given year is 36). The Superintendent shall have the prerogative to review and approve the vacation schedules in order to safeguard the interests of the School System.

**ARTICLE VIII
SABBATICAL LEAVE**

A. Full-time administrative personnel in the Branford School System may be granted sabbatical leaves for a year or half year of university study. No more than one administrator will be granted sabbatical leave in any single school year.

B. Each candidate must meet all of the following requirements:

1. Hold at least a Master's degree.
2. Be a full-time certified person who has been employed by the Branford School System for six years preceding the proposed sabbatical year.
3. Submit a plan of study to be carried out at a university in the United States or abroad during the sabbatical year. In special circumstances, administrators on sabbatical leave may carry out research projects instead of attending a regular course of university study. Candidates will not be limited to work in the area of their specialization. The plan of study submitted to the Board should indicate why the administrator wants to study outside his present specialization.
4. Engage in limited remunerative employment during the period of sabbatical leave, agree to return to his or her administrative position, or to a substantially equivalent administrative position in the Branford School System for three years immediately following the sabbatical leave. If an administrator does not return for a full three-year period to his or her administrative position or to a substantially equivalent administrative position in the Branford Public School System following a sabbatical leave, reimbursement to the Board of Education will be made on a pro-rated basis according to the following schedule, provided such non-return was not due to the Board's decision:

Service rendered following sabbatical - NONE.

All funds paid during sabbatical leave shall be returned in two payments: the first on July 1 of the year of expected return; the second on June 30 of the expected year of return.

Service rendered following sabbatical - ONE YEAR.

Sixty-six (66%) percent of all funds paid during the sabbatical leave shall be returned to the Board in two payments: the first payment thirty (30) days following the date of resignation; the second payment on June 30 of the school year in which the resignation occurs.

Service rendered following sabbatical - TWO YEAR.

Thirty-three (33%) percent of all funds paid during the sabbatical leave shall be returned to the Board of Education in two payments: the first payment thirty (30) days following the date of resignation; the second payment on June 30 of the school year in which the resignation occurs.

Should an administrator be unable to meet this payment schedule, extended payments of up to thirty-six (36) months may be arranged with an interest charge to be assessed at the prime rate of interest in effect on the date upon which financial arrangements are concluded.

5. During full-year sabbatical leave, the administrator will receive a stipend equal to two-thirds of the expected annual salary during the sabbatical year. During one half year sabbatical leave, the administrator will receive a stipend equal to two-thirds of the expected semi-annual salary during the sabbatical period. A greater stipend may be granted for either full year or half year sabbatical leaves at the discretion of the Board of Education. The administrator may supplement the sabbatical stipend with other fellowship aid.
- C. Administrators on sabbatical leave will receive salary increases as if they were continuing to work in the Branford School System.
- D. Qualified administrators should apply for sabbatical leave no later than December 1st of the year preceding the year for which leave is requested.
- E. The Superintendent will present all applications to the Board with his recommendations.
- F. The Board will decide which, if any, applications will be approved on or before March 1st preceding the year of the sabbatical.

**ARTICLE IX
PROFESSIONAL IMPROVEMENT**

A. TUITION REIMBURSEMENT

1. The Board will set aside a sum of \$5,000.00 in 2010-11; a sum of \$6,000 in 2011-12 and a sum of \$7,000 in 2012-13 for utilization by BAO members to continue study at the graduate level.
2. Initial reimbursement shall not exceed \$500.00 per administrator per year.
3. Additional reimbursement to administrators requesting such reimbursement will be made for additional courses should there be remaining funds prior to the close of the fiscal year. Should a number of administrators make such additional reimbursement requests, and such requests cannot all be covered by remaining funds, the remaining funds will be divided on an equal percentage basis to said administrators. Such additional reimbursement requests must be made by no later than June 10 and then shall be acted upon in accordance with this Section by no later than June 30.
4. Requests after the dates below will be considered by the Superintendent if the fund has not been depleted.
5. Reimbursement will be made upon evidence that the course has been completed successfully (B+ or higher).
6. 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.
7. All courses to which this provision is to be applied shall have prior approval of the Superintendent of Schools.

B. GRADUATE WORK RECOGNITION

1. The Board will compensate administrators for advance graduate study on the following scale:

Administrative Years of Service in Branford	<u>0-5</u>	<u>6-10</u>	<u>11-15</u>	<u>16+</u>
6th year or equivalent	\$ 400	\$ 600	\$ 900	\$1,150
6th year or equivalent + 15 credits =	600	900	1,200	1,450
6th year or equivalent + 30 credits =	1,000	1,250	1,500	1,750
PhD =	1,450	1,750	2,050	2,450

2. Such compensation shall not apply to administrators hired on or after 7/1/94.

**ARTICLE X
PERSONNEL POLICIES**

A. School Business Travel Expenses

1. Administrators traveling on authorized school business shall travel by the most economical means.
2. Authorized mileage for a personal car will be the same allowance as provided by the IRS and would commence the budget year following any IRS change.
3. A request for reimbursable expenses shall be made upon a form supplied by the Board.
4. Reimbursement for expenses incurred by attendance at approved professional meetings shall be at the discretion of the Superintendent.

B. Transfer of Administrators

1. Transfers within the Branford system should, whenever possible, be made on a voluntary basis.
2. Personnel involved in transfers will be contacted by the Superintendent or a designee and will meet to discuss the transfer. Any administrator who shall be transferred will be given a reason or explanation, and shall be given an opportunity to respond.
3. The Board, through its Superintendent, maintains the right to transfer administrators within the system in the best interest of the entire school system.

C. Notification of Staff Vacancies

The Organization will be notified in writing of all staff vacancies.

A notice of any vacancy will also be posted conspicuously in each school.

D. Accrued Sick Leave Benefit

1. Upon retirement or death after no less than fifteen (15) years of Branford Administrative Service, unused sick leave shall be paid on a per diem rate calculated

at 1/245 of the average annual salary of the last five years of service. Maximum accumulation may not exceed 245 days.

2. The Board may extend this benefit to administrators with less than ten (10) years of administrative service in Branford if:
 - a) the employee has had no less than twenty (20) years of service in total time in Branford;
 - b) the employee has had no less than three (3) years of administrative service in Branford; and
 - c) the Board of Education recommends consideration of extension of this provision.

In the case of extension, the following proration of benefits shall apply:

<u>Years of Administrative Service</u>	<u>Allowance</u>
3	-30% of Total Eligibility
4	-40%
5	-50%
6	-60%
7	-70%
8	-80%
9	-90%

3. Administrators wishing to exercise this benefit must so notify the Board in writing by December 1st of the preceding school year.
4. Upon retirement of an Administrator from the Branford School System in accordance with Connecticut General Statutes (10-133f(a), (b) or (c)), the Board will make available, health insurance benefits in force at the time of retirement until age 65, or until the retiree becomes eligible for Federal Health Insurance, whichever occurs first. The cost of such insurance will be at the expense of the retiree.

E. Professional Liability Insurance

1. The Board will contribute \$50 annually for those administrators who hold membership in Phi Delta Kappa toward the purchase of Professional Liability Insurance through Phi Delta Kappa.

F. Dues Deduction

1. The Board agrees to deduct Branford Administrators' Organization dues in twenty equal installments pursuant to signed authorization cards. The deductions will go into effect as soon as possible after the September 15th notification deadline date by the Organization for the individuals involved.

G. Retirement Compensation

For administrators hired subsequent to September 1, 1994 the following language shall apply in lieu of Article X, Section D (1-3): After no less than seven (7) years of service as an administrator in Branford, the Board will contribute \$2,000 per year per eligible administrator toward an annuity of the administrator's choice.*

**ARTICLE XI
ADMINISTRATORS RIGHTS**

A. Administrators Rights

The rights of administrators as employees shall be protected under the General Statutes of the State of Connecticut as per Section 10-151, 10-153, A-G, 10-235 and 10-236.

B. Equal Opportunity Employer

The Board will not discriminate against any administrator on the basis of race, creed, color, sex, age, national origin or marital status.

**ARTICLE XII
GRIEVANCE PROCEDURE**

A. PURPOSE

The purpose of this procedure is to resolve grievances that may arise at the lowest possible administrative level.

***See Side Letter of Agreement re: Article X-G Funds (10/7/05)**

B. DEFINITIONS

1. "Grievance" shall mean a complaint by the bargaining unit concerning an alleged misinterpretation, misapplication, or violation of a specific term or terms of this collective bargaining agreement.
2. Administrator shall mean any certified professional full-time employee member of this bargaining unit.
3. When "days" are referred to in the time limit hereof, such shall mean administrative work days.

C. TIME LIMITS

1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each step shall be considered as a maximum. The time limits specified may, however, be extended by written agreement of the parties in interest.
2. If a grievance is not filed in writing within fifteen (15) days after the known act or conditions on which the grievance is based, then the grievance shall be considered to have been waived.
3. Failure to appeal a grievance to the next level within the specified time shall be deemed to be acceptance of the decision rendered at that level.

D. INFORMAL PROCEDURES

1. If an administrator feels that he may have a grievance, he shall first discuss the matter with his immediate supervisor or other appropriate administrator in an effort to resolve the problem informally.
2. If the administrator is not satisfied with such disposition of the matter (#1 above), he shall appeal to the Organization to assist him in further efforts to resolve the problem informally with his supervisor or other appropriate administrator.

E. FORMAL PROCEDURE

1. FIRST STEP

If the aggrieved administrator is not satisfied with the disposition of his grievance on an informal basis, he may file in writing a grievance with the Organization, for consideration of referral to the Superintendent of Schools. Such filing must take place within the fifteen (15) day period as set forth in Section C (2) above.

- a) The Organization shall decide within five (5) days after receipt of a written grievance whether or not the Organization shall initiate the formal process. Should the Organization decide in the negative, the matter shall be deemed closed.
- b) The Organization shall within five (5) days after affirmative decision in one (1) above, refer the grievance to the Superintendent.
- c) The Superintendent shall within ten (10) days after receipt of the written grievance, meet with the aggrieved administrator and with representatives of the Organization for the purposes of resolving the grievance.
- d) The Superintendent shall within ten (10) days after the hearing, render his decision and the reasons therefore in writing to the Organization with a copy to the aggrieved administrator.

2. SECOND STEP

If the aggrieved administrator is not satisfied with the disposition of the grievance at Step 1, he/she may, within five (5) days after the decision, request the Organization to file an appeal to the Board of Education.

- a) The Board of Education shall, within fifteen (15) days after receipt of the written appeal, meet with representatives of the Organization and with the aggrieved administrator for the purpose of resolving the grievance.
- b) The Board shall, within ten (10) days after such meeting, render its decision and the reasons therefore in writing to the aggrieved administrator, with a copy to the Organization.

3. THIRD STEP

- a) If the aggrieved administrator is not satisfied with the disposition of the Grievance at Step 2, the administrator may, within five (5) days after receipt of the Board decision, request that the Organization submit the grievance to arbitration.
- b) The Organization within five (5) days after receipt of such request, shall submit the grievance to arbitration by so notifying the Board in writing.
- c) The Chairman of the Board and the President of the Organization 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 parties are unable to agree upon an arbitrator within five (5) days, the American Arbitration Association shall immediately be called upon to select a single arbitrator.
- d) The arbitrator selected shall confer promptly with representatives of the Board and the Organization shall review the record of prior hearings, and shall hold such further hearings with the aggrieved administrator and other parties of interest as he/she shall deem requisite.
- e) The arbitrator shall be governed by the Voluntary Rules and Regulations of the American Arbitration Association and shall render his/her decision in writing to the Board and the Organization setting forth his/her findings of fact, reasoning, and conclusions on the issues submitted. The decision of the arbitrator shall be final and binding upon both parties.
- f) The costs for the services of the arbitrator shall be borne equally by the Board and the Organization.
- g) All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
- h) The arbitrator may only hear and decide a grievance based upon an alleged misapplication, violation, or misinterpretation of this agreement. The decision of the arbitrator shall be final in all other matters. The arbitrator shall hear and decide only one grievance in each case. He/she shall be bound by and must comply with all of the terms of this agreement. He/she shall have no power to add to, delete from, or modify in any way the provisions of this agreement. The decision of the arbitrator shall be binding on both parties.

**ARTICLE XIII
REDUCTION IN FORCE AND RECALL**

- A. It is recognized that the Branford Board of Education has the sole and exclusive prerogative to eliminate positions or reduce staff, consistent with the provisions of state statutes. If in the Board's opinion it is necessary to reduce the administrative staff within particular administrative classifications, it shall be on the basis of length of administrative service within the Branford School System (seniority), certification, and qualifications. The above criteria are not listed in any particular order of significance.

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

- a. Any administrator relieved of his/her duties because of reduction of staff or elimination of position shall be offered an administrative opening if one exists, in his/her classification.
- b. If there is no existing administrative opening in his/her classification, the displaced administrator shall be offered the position of an administrator who has the least seniority in his/her present classification.
- c. If there is no existing administrative opening in his/her classification and the displaced administrator has the least seniority in his/her classification, he/she will be offered an administrative opening, if one exists, in any other administrative classification for which he/she is certified and qualified.
- d. If there are no existing administrative openings in any administrative classifications, and the displaced administrator has the least seniority in his/her present classification, but has administrative seniority over an administrator in another classification for which the displaced administrator is certified and qualified, the displaced administrator will be offered such position, provided, however such appointment does not constitute a promotion.
- e. If an administrator is relieved of his/her duties because of a reduction in staff or elimination of position and another administrative position is not otherwise available as aforesaid, he/she will be offered a teaching position for which he/she is certified, subject to the R.I.F. provisions of the teacher collective bargaining agreement.

- f. If an administrator is relieved of his/her duties because of a reduction in staff or an elimination of position and employed as a teacher, he/she will be given the experience credit on the salary schedule according to the teacher contract.
- g. The classifications referred to above are as follows:
 - 1. High School Principal
 - 2. Middle School Principal
 - 3. Elementary Principal
 - 4. High School Assistant Principal
 - 5. Middle School Assistant Principal
 - 6. Director of Pupil Services & Special Educ. Pre-K - 12
 - 7. Elementary Assistant Principal
 - 8. Coordinator of Related Services
 - 9. Director of Adult Education
- 1. The salary of any administrator displaced to a subordinate administrative or teaching position shall be "red circled" (frozen) at the amount the displaced administrator was receiving, until the salary for the new position is equal to or greater than his/her "red circled" (frozen) salary. In the case of "red circling" the salary of an administrator reassigned to a teaching position, such difference in pay, if any, shall constitute a separation allowance from administrative employment. An administrator displaced to a subordinate administrative position shall work the full administrative work year.
- 2. An administrator displaced into the teachers' bargaining unit shall retain all accumulated sick leave.
- 3. Recall.
 - a) Any administrator who is reassigned or terminated as a result of the provisions of this Article shall be placed on a recall list for three (3) years. Such administrator shall be recalled in the reverse order of the procedure noted above should a vacancy occur in a category for which the administrator

is eligible and as long as such administrator applies for such vacancy in accordance with its posting.

- b) If an administrator fails to apply or refuses a position in a category for which the administrator is eligible, the administrator shall be dropped from the recall list.
- c) The Superintendent or his/her designee shall mail to such administrator notice of such postings to his/her last known mailing address.
- d) The Superintendent shall supply a recall list to the Organization president containing the names of those administrators reassigned in accordance with the above-noted procedures. The Superintendent shall also supply the Organization with a copy of all job postings of administrators' positions.

ARTICLE XIV FAIR PRACTICES

Any administrator who is appointed by the Superintendent of Schools to work in a higher classification than his regular classification for more than fifteen (15) consecutive school days shall receive, retroactive to the first day of such work, the pay for the higher classification in which is working.

ARTICLE XV DURATION

This Agreement shall be effective as of July 1, 2010 and shall continue and remain in full force and effect through June 30, 2013.

ARTICLE XVI AGENCY SHOP

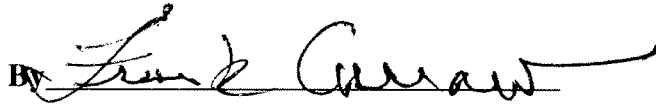
Agency Shop/Service Fee

- A. All administrators employed by the Board shall, as a condition of continued employment, join the Organization or pay a service fee to the Organization. Said service fee shall be equal to the proportion of Organization dues uniformly required of members to underwrite the costs of collective bargaining, contract administration and grievance adjustment.

- B. The Board agrees to deduct from salary paid to each administrator an amount equal to the Organization membership dues or service fee by means of payroll deductions. The amount of the deduction from each paycheck for membership dues shall be equal to the total Organization membership dues divided by the number of paychecks from and including the first paycheck in September through and including the last paycheck in June. 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 September through and including the last paycheck in June. The Organization shall, no later than August 1st of each year, give written notice to the Business Office of the amount of dues of those members of the Organization, which are to be deducted in that school year under such authorization. The amount of service fee shall be certified by the Organization to the Board prior to August 1st of each school year.
- C. The balance of the annual dues shall be deducted from the final paycheck of any employee resigning his position, receiving a leave of absence or terminating his employment after the opening of school. Similarly, employees commencing employment at any time during the school year shall be responsible for the school year's annual dues or service fees by means of deductions from the remaining paychecks for that school year.
- D. The Organization shall indemnify and save the Board and/or the Town harmless against all claims, demands, suits, judgment or other forms of liability including attorney's fees and the cost of administrative hearings that shall or may arise out of, or by reason of, action taken by the Board for the purpose of complying with the provisions of this Article.

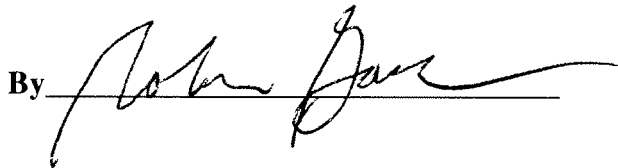
BRANFORD BOARD OF EDUCATION

November 23, 2009
Date

By 

BRANFORD ADMINISTRATORS' ORGANIZATION

November 23, 2009
Date

By 

10/7/05

SIDE LETTER OF AGREEMENT RE: ARTICLE X-G FUNDS

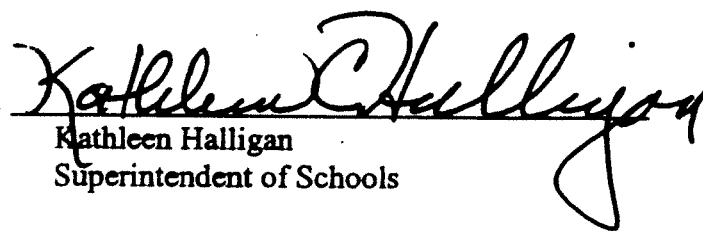
The Article X-G benefits provided in the 2003-2006 (and earlier) Collective Bargaining Agreements totaled Forty-Four Thousand (\$44,000) Dollars in 2005-06. The parties hereby stipulate and agree that these funds are accurate and appropriate and reflect all contributions required of the Board of Education from the inception of this benefit through June 30, 2006. By agreement, these funds are frozen at that number, i.e. \$44,000 regardless of any interest that may be generated. The following five employees, A. Buono, M. Raynor, A. Puglia, M. Iovanni, and D. O'Connell become eligible to receive a proportionate share of these funds if they meet the requirements of:

1. No less than fifteen years of Branford administrative service; and
2. Retirement or death after having achieved requirement #1.

Each employee's proportionate share in the \$44,000 amount is based upon time in the system from the date of hire as an administrator after 9/1/94 until 6/30/06. If an employee leaves the system before attaining the above eligibility requirements, dies, or otherwise fails to meet the requirements of eligibility, that person's share reverts to the Town of Branford. Upon final distribution or reversion to the Town of Branford, this fund will be closed. No additional contributions of any kind will be made to the fund, which at no time will exceed \$44,000. All current and future interest accrues to the benefit of the Town of Branford.

BRANFORD BOARD OF EDUCATION

By: _____


Kathleen Halligan
Superintendent of Schools

BRANFORD ADMINISTRATORS' ORGANIZATION

By: _____



9/15/05

**SIDE LETTER OF AGREEMENT
RE: MODIFICATIONS TO ARTICLE I, RECOGNITION**

This is to memorialize the understanding of the parties that their agreement to modify the Recognition Article in the collective bargaining agreement is to bring that contract article into technical conformance with statutory law and does not change the status quo.

BRANFORD BOARD OF EDUCATION

By 

BRANFORD ADMINISTRATORS' ORGANIZATION

By 