

AGREEMENT BETWEEN
THE
ENFIELD BOARD OF EDUCATION
and
THE
ENFIELD ADMINISTRATORS' ASSOCIATION

JULY 1, 2010 - JUNE 30, 2013

ARBITRATION PANEL:

Susan R. Meredith	Chair and representing the public
John R. Romanow	Representing boards of education
James Ferguson	Representing employee groups

APPEARANCES

For the Association:	John Gesmonde
For the Board:	Gary R. Brochu

Date of Award: December 16, 2009

ARTICLE I – RECOGNITION

The Board hereby recognizes the Enfield School Administrators' Association in negotiations with respect to salaries and other conditions of employment as the exclusive representative of all those certified professional employees in the Enfield School District who are not excluded from the purview of sections 10-153a to 10-153n inclusive who are employed in positions requiring an intermediate administrator or supervisor certificate, or the equivalent thereof, and whose administrative or supervisory duties equal at least fifty percent (50%) of the assigned time of such employees.

ARTICLE II - SCOPE AND DURATION OF AGREEMENT

A. Scope of Agreement

This agreement outlines the conditions of employment for the Enfield Public School administrators as specified in Section 10-153b to 10-153f, inclusive, of the Connecticut General Statutes, as amended.

B. Duration of Agreement

The provisions of the agreement shall be effective as of July 1, 2010, and remain in full force and effect until June 30, 2013. Any movement on the salary schedule is contingent upon a successor agreement being reached except as provided elsewhere herein.

ARTICLE III - PROFESSIONAL NEGOTIATIONS

A. Negotiations Over Successor Agreement

The Board and the ESAA agree to negotiate over a successor Agreement pursuant to Sections 10-153b to 10-153f of the General Statutes of Connecticut for the period following June 30, 2012.

B. Consultation Over Matters Not Covered by Terms of the Agreement

1. During the duration of the Agreement, in the event that the Association desires to make any proposal directly related to conditions of employment, but not affecting the Board budget, the subject matter of which is not covered herein, the Association may submit such proposal in writing to the Superintendent (which term as used in this section B. shall also include his/her designee). The Superintendent shall acknowledge receipt of the proposal in writing within five (5) school days thereafter. The Superintendent and the Association shall arrange for a mutually satisfactory time and place for a meeting to discuss such proposal within fifteen (15) days after receipt of the proposal, unless the Superintendent and the Association mutually agree to an extension of time for such meeting.

2. If an agreement is reached, it shall be presented to the Board as a joint recommendation of the Superintendent and the Association. The Board shall not reject such recommendation without further discussion with the Association in a good-faith effort to resolve the disagreement.
3. If the Association is dissatisfied with the progress of discussions with the Superintendent, the Association may so notify the Board in writing and shall have the right to discuss the matter directly with the Board in a good-faith effort to reach agreement.
4. Any such modifications or additions to this Agreement shall be by mutual agreement of the parties and shall be reduced to writing, shall be signed by the Board and the Association, and shall become an addendum to this Agreement.

C. Amendments to Contract

This agreement during its life may be amended at any time by mutual consent of the parties after authorization by the Board of Education and the ESAA with respect to matters that do not require the spending of additional monies, not allocated by the Board of Education for the purpose for which the amendment is requested.

D. Responsibilities of the Board of Education

It is recognized that in accordance with State Statutes, the Board has, and will continue to retain the sole ultimate responsibility to direct the operation of the Enfield Public Schools in all aspects including but not limited to the following:

To maintain public elementary and secondary schools and such other educational activities as in its judgment best serve the interests of the children of the Town of Enfield; to decide the need for school facilities; to determine the care, maintenance and operation of buildings, lands, apparatus and other property used for school purposes; to determine the number, age and qualifications of the pupils to be admitted to each school; to employ, assign and transfer administrators; to suspend or dismiss administrators in the manner prescribed by statute; to control the organization of the administration; to designate the schools which shall be attended by the various children within the town; to make such provisions as which 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 wherever it is reasonable and desirable; to prescribe rules for the management, studies, and discipline of the schools; to approve the textbooks to be used; to make rules for the arrangement, use and safekeeping of the school libraries; to promulgate rules and policies affecting the educational environment, to enforce such rules and from time to time change them; and to approve plans and sites for school buildings and submit budgets to the Town Council 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 appropriated budget as it shall deem it advisable. These rights, responsibilities and

prerogatives, are not subject to delegation in whole or in part except that the same shall neither be exercised by the Board in a manner inconsistent with, nor in violation of, the provisions of this agreement. No action taken by the Board with respect to such rights, responsibilities and prerogatives, unless there are specific provisions herein contravened, shall be subject to the grievance and arbitration provisions of this agreement.

E. Mid-Term Negotiations

Nothing hereinabove set forth in sections B and/or C shall in any way diminish, exclude, or waive any rights to which the Board and/or the ESAA is/are entitled with respect to mid-term negotiations (Section 10-153f(e) of the Connecticut General Statutes), which statutory right shall supersede and prevail over any conflicting provision herein.

ARTICLE IV - GENERAL PROVISIONS

- A. The term "Administrator" means those certified professional employees who are employed in positions requiring an intermediate administrator or supervisor certificate, or the equivalent thereof, and who are not excluded from the purview of Section 10-153a through 10-153n of the Connecticut General Statutes, and whose administrative or supervisory duties equal at least fifty percent (50%) of the assigned time of each employee.
- B. It is understood that this Agreement is subject to, and shall operate within the framework of, the statutes of the State of Connecticut.
- C. It is understood that administrators shall continue to serve under the direction of the Superintendent of Schools and in accordance with Board and Administrative Policies, Rules and Regulations, including those set forth in the Handbook of Operations for Administrators, as amended, provided that the provisions of this Agreement shall supersede and prevail over any conflicting provision.
- D. There shall be no reprisals of any kind taken against any administrator by reason of his/her membership in the ESAA or participation in its activities.
- E. Administrators shall have the opportunity to review and discuss any evaluation reports with their supervisors and to review the contents of their personnel files.
- F. When it is necessary for executive officers of the ESAA to engage in ESAA activities directly relating to the ESAA's duties as representative of the administrators, they shall be given such free time, without loss of pay, as is necessary to perform any such activities, provided such free time has been approved by the Superintendent.
- G. Copies of the Agreement will be made available to members of the bargaining unit and the Board shall continue to provide each administrator with a Handbook of Operations for Administrators and the Board Policy Book including any revisions and amendments.

- H. This Agreement shall be binding upon the Board and the Association for the term of said Agreement, and the Board hereby amends its rules and regulations to the extent necessary to give effect to the provisions of this Agreement.
- I. If any portion of this Agreement is ruled invalid for any reason, the remainder of the Agreement shall remain in full force and effect.

J. Questions of Ethical Conduct

The Board and the ESAA agree that ESAA members shall be expected to deal with ethical problems arising under the code of ethics of the education profession in accordance with the terms thereof and through procedures developed by the ESAA with emphasis upon raising professional standards.

This will not be construed to prevent the Board from acting under the mandates dictated to the Board of Education by the Connecticut General Statutes in reference to matters of ethical conduct.

- K. Just Cause. No administrator shall be disciplined, including being denied compensation, except for just cause. This provision shall not apply to dismissal proceedings commenced pursuant to 10-151 of the Connecticut General Statutes or oral reprimands. Nothing in this or any other provision of the Agreement shall give any administrator the right to file a grievance regarding his or her evaluation unless he or she is reduced in position or pay as a result thereof.
- L. All administrators employed by the Enfield Board of Education, covered by the terms of this contract shall as a condition of continued employment, join the Association or pay a service fee to the Association. Said service fee shall be set annually by the Association and certified to the Board in writing and shall be no greater than that portion of Association dues uniformly required of members which constitutes the cost of collective bargaining, contract administration and grievance adjustment.

ARTICLE V (GRIEVANCE AND ARBITRATION PROCEDURE)

A. Definitions

A grievance shall mean a complaint by a member of the Enfield School Administrators' Association that, as to him or her, there has been a violation, misrepresentation, or misapplication of the provisions of this Agreement. A grievance shall also mean a complaint by members of the Enfield School Administrators' Association as a whole, provided that the grievance is signed by at least one affected member, that there has been a violation, misrepresentation, or misapplication of the provisions of this Agreement.

The term “days” shall mean business days on which the district’s central office is open.

B. Procedure

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

1. Level One - Assistant Superintendent of Schools

A member of the unit with a grievance or dispute shall file the grievance in writing with the Assistant Superintendent of Schools either directly or through the ESAA representative within twenty (20) days after the member of the unit knew or should have known of the act or condition on which the grievance is based. If no grievance is filed in writing within such time period, then the grievance shall be waived. Within ten (10) days after receipt of the written grievance, the Assistant Superintendent shall meet with the aggrieved person in an effort to resolve the grievance. The Assistant Superintendent shall respond to the grievance in writing within ten (10) days after such meeting.

2. Level Two - Superintendent of Schools

- a. In the event that such aggrieved member of the unit is not satisfied with the disposition of his/her grievance at Level One, or in the event that no decision has been rendered within ten (10) days after presentation of the grievance, he/she may file a written grievance with the President of the ESAA or the chairperson of such other ESAA Committee established to administer the grievance procedure and directly to the Superintendent of Schools within five (5) days after the decision at Level One or fifteen (15) days after the grievance was presented, whichever is sooner.
- b. The Superintendent shall represent the Board of Education at this level of the grievance procedure. Within ten (10) days after receipt of the written grievance by the Superintendent, the Superintendent shall meet with the aggrieved person in an effort to resolve the grievance. The Superintendent shall respond to the grievance in writing within ten (10) days after such meeting.

3. Level Three - Board-of Education

In the event that the aggrieved member of the unit is not satisfied with the disposition of his/her grievance at Level Two, the ESAA may file a written grievance indicating such dissatisfaction with the Board of Education within five

(5) days after a decision by the Superintendent or fifteen (15) days after the Level Two meeting, whichever is sooner. Within twenty (20) days after the Board receives the written grievance, a committee of the Board shall meet with the aggrieved member of the unit for the purpose of resolving the grievance. However, the ultimate decision on the grievance at Level Three shall be rendered by the full Board.

The Board of Education shall at its next regularly scheduled meeting or within twelve (12) days after the hearing render its decision and the reasons therefor in writing to the aggrieved administrator, with a copy to the President of the ESAA.

4. Level Four - Impartial Arbitration

- a. If the aggrieved administrator is not satisfied with the disposition of his/her grievance he/she may within five (5) days after the Board decision request in writing to the President of the ESAA that his/her grievance be submitted to arbitration.
- b. The President of the ESAA after receipt of such request, may submit the grievance to arbitration within five (5) days and shall notify the Board of Education in writing to that effect.
- c. The Chairperson of the Board or his or her designee and the President of the ESAA shall within five (5) days after such written notice jointly select an arbitrator who is an experienced and impartial person of recognized competence. If the parties are unable to agree on an arbitrator within the next five (5) days, the matter shall be submitted to the American Dispute Resolution Center, Inc. (ADRC) under its rules and regulations. Alternatively, the parties may by mutual agreement elect to have the grievance submitted to the American Arbitration Association under its rules and regulations.
- d. The arbitrator so selected shall confer promptly with representatives of the Board and the ESAA, shall review the record of prior hearings, and shall hold such further hearings with the aggrieved administrator and other parties in interest as he/she shall deem requisite.
- e. The arbitrator shall render his/her decision in writing to all parties in interest, 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 all parties in interest to the extent permitted by law.
- f. The cost of the services of the arbitrator shall be borne equally by the Board and the ESAA.

5. Any arbitrator acting pursuant to this Agreement shall have power to construe specific provisions of this Agreement and shall have no authority to add to, delete from or modify in any way any provision of this Agreement or policy of the Enfield Board of Education.
6. Miscellaneous
 - a. No reprisals of any kind shall be taken by either party or by any member of the administration against any participant in the grievance procedure by reason of such participation.
 - b. When an administrator is not represented by the ESAA, in a formally presented grievance, the ESAA shall have the right to be present and to state its views at all stages of the procedure.
 - c. The ESAA and Board of Education may call upon the professional services of any person deemed necessary to assist either party at any stage of the procedure.
 - d. If, in the judgment of the President of the ESAA or the Chairperson of such other ESAA Committee established to administer the grievance procedure, a grievance affects a group or class of members of the unit, the President of the ESAA or the Chairperson of such other ESAA Committee established to administer the grievance procedure may submit such grievance in writing to the Superintendent directly and the processing of such grievance shall be commenced at Level Two. In such cases, however, the principal(s) involved shall be so notified by the ESAA.
 - e. Decisions on unresolved grievances rendered at Level One, Two and Three of the grievance procedure shall be in writing setting forth the decision and the reasons therefor and shall be promptly transmitted to all parties in interest and to the President of the ESAA. Decisions rendered at Level Four shall be in accordance with the procedures set out in paragraph B.4.e.
 - f. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents shall be prepared by the Superintendent and subsequent to written approval thereof by the ESAA, shall be given appropriate distribution by him, so as to facilitate operation of the grievance procedure.

ARTICLE VI – BENEFITS

A. Health Insurance Cost Share:

PPO Plan:

<u>Year</u>	<u>Board</u>	<u>Employee</u>
2010-11	80%	20%
2011-12	80%	20%
2012-13	80%	20%

The PPO plan shall include the following elements:

Office Visit Co-pay: \$25

Emergency Room Co-pay: \$100

Outpatient Surgery Co-pay: \$100

Hospitalization Co-pay: \$200

Out-of-Network Deductibles: \$400/800/1000, with 80/20 co-insurance to \$600/1200/1500 and cost share maximums of \$1000/2000/2500.

HMO Plan:

<u>Year</u>	<u>Board</u>	<u>Employee</u>
2010-11	85%	15%
2011-12	84%	16%
2012-13	83%	17%

Participating employees shall pay his or her percentage cost share through payroll deduction for individual and dependent coverage (as applicable).

The Board shall continue the existing Section 125 Flexible Benefits Plan (the Premium Only Plan (POP) which permits employees to elect a salary reduction to pay their premium cost share), as previously modified by a full Flexible Spending Account (FSA). The FSA will permit employees to elect a salary reduction, subject to Federal and State law and IRS rules and regulations, as the same may be amended, to cover:

- (a) the employee's share of the premium cost as set forth in Paragraph (A) of this Article and as may be amended;
- (b) unreimbursed medical expenses including deductibles, co-insurance, and noncovered medical expenses; and

(c) dependent care (limit \$5,000).

The Board retains the right to provide the coverage by any insurance carrier that the Board of Education may select, providing that the benefits are substantially the same as those provided by the present carrier.

1. Group Life Insurance

All administrators subject to this agreement will be covered by group term life insurance equal to 2.5 times their annual salary, the cost of which will be paid by the Board of Education.

2. Prescription Drug Coverage

\$10 generic/\$25 listed brand/\$40 non-listed brand
2x mail order co-payment
\$2,500 Maximum

3. Dental Plan

The Board of Education will provide to all administrators and dependents the Blue Cross/Blue Shield FLEX Dental Plan.

B. Income Protection Plan

An income protection plan will be provided for administrators. The Board of Education will provide, as selected by the ESAA, the Mutual Benefit Life Long Term Disability Plan (proposed November 9, 1982) for all administrators. This plan will provide a minimum of 60% of the individual's salary to a maximum benefit of \$6,000 per month. In the event that the Association is able to purchase another Income Protection Plan without cost to the Board of Education, the Association reserves the right to do so.

C. Retired Administrators

While in retirement and upon the written request to the Superintendent, a retired administrator shall have the opportunity to continue at the group rate the cost of maintaining any or all health benefit insurances.

- (1) The retired administrator pays the cost of said insurance in accord with the provisions determined by the Superintendent of Schools.
- (2) The Board of Education incurs no additional expense.
- (3) The arrangement is agreeable to the carrier of the insurance program.
- (4) Upon the death of the retired administrator, the surviving spouse may purchase all health benefits, at group rates, available to Enfield Administrators in accord with the provisions outlined above.

D. Death Benefit

Should death occur to an administrator while employed by the Enfield Public School System, the beneficiaries of his/her estate will receive one/twelfth (1 /12) of the annual salary. Any unused vacation time will be included in establishing the amount of days for gross one twelfth (1 /12) salary.

E. Calculation of Retirement Benefits

Any administrator who retires from the school system between July 1 and December 31 will receive his/her accrued benefits at the rate of pay of the prior year.

F. Leave of Absence

The Enfield Board of Education agrees to continue full coverage of benefits, membership in retirement system, etc., for administrators on leaves of absence after sick leave expires but not to exceed three (3) years.

ARTICLE VII - WORKING CONDITIONS

A. School Year

The work year of administrative and supervisory personnel covered by the administrative salary schedule shall be as follows:

1. The work year for administrative personnel shall be twelve (12) months.
2. The vacation period shall be twenty-five (25) working days which may be taken at any time that school is not in session with the approval of the Superintendent of Schools; five (5) days of which shall be part of the Christmas School Vacation
3. Each newly hired administrator shall be eligible for twenty (20) days of vacation as of the date of his or her hire. The 20 days will be prorated should the administrator start during the year. Thereafter, he or she shall be eligible for twenty-five (25) days of vacation.

No administrator shall be eligible for any payment for unused vacation until he or she has completed five (5) years of administrative service to the Enfield Public Schools.

B. Holidays

An administrator in the Enfield Public Schools shall be entitled to the following holidays:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
President's Day	Veterans' Day
Good Friday	Thanksgiving Day
Memorial Day	Day After Thanksgiving
Independence Day	Christmas Day

In the event that schools are in session on any of the above days, it is expected that administrators will provide service. In those instances where their services are required a vacation day will be added to the administrator's vacation schedule for each day where services are provided on the above days.

Whenever any of the holidays listed above occur when an administrator is absent from work and his/her accumulated sick leave has expired, the administrator will not be entitled to the holiday.

When a holiday occurs during the regular vacation of an administrator, the administrator shall be entitled to an additional day off at a time mutually agreeable to the administrator and his/her immediate supervisor.

A day will be granted whenever schools are closed because of state statute or governor's proclamation.

C. Involuntary Transfer

The involuntary transfer of any administrator in an administrative position to another administrative position at a lower salary level will result in the administrator being paid his/her salary based on the rate of pay of the position from which he/she was involuntarily transferred for one year, after which there shall be a reduction in salary.

In any case, administrative and/or supervisory experience shall be interpreted as teaching experience and thus applied to the appropriate salary schedule.

Administrators involuntarily transferred should be furnished with a letter to be placed in their personnel files, and a copy for their personal files, stating the reason for their transfer.

Involuntary transfers shall not be made for arbitrary or capricious reasons, but only for due and sufficient cause, including for purposes of improving the effectiveness of administration or supervision in the school system.

D. Conference Leave

Administrators shall be permitted to attend, and shall be reimbursed their reasonable expenses for, conferences and workshops that are approved by the Superintendent, which approval shall not be unreasonably withheld. For this purpose, the Board shall budget annually the sum of \$10,000. The Superintendent may also request that administrators attend conferences and workshops, with the cost of such attendance taken to be taken out of the \$10,000. Attendance at conferences, institutes, workshops, etc., at any time during the calendar year shall not be considered as part of vacation time and is subject to approval by the Superintendent of Schools.

E. Negotiations

The ESAA will be guaranteed the right to have input to the Superintendent regarding negotiation of all classified and certified contracts that affect the working condition of the administrators.

F. Elementary Assistant Principal

The Board may create elementary assistant principal at one or more schools. The work year shall be the teacher work year plus 20 days, 5 days before the school year, 5 days after the school year, and 10 additional days to be determined by the Superintendent or his or her designee. If the elementary assistant principal is required to work additional days, he or she shall be paid at the per diem rate.

ARTICLE VIII - LEAVES OF ABSENCE

A. Sick Leave

1. In case of personal illness or accident, those professional members of the unit who are certified by the State Board of Education and are regularly employed by the local Board of Education shall be allowed eighteen (18) days of sick leave each work year. Such unused sick leave may accumulate to 224 days.
2. Upon request of the Superintendent of Schools, all administrators shall furnish a report from the attending physician certifying the cause of absence. Additional reports from the attending physician shall be furnished as requested by the Superintendent of Schools in connection with prolonged absence.
3. Extended Catastrophic Illness
 - a. The recipient administrator must submit a request in writing that includes the nature of the illness.
 - b. The Superintendent of Schools or his/her designee will determine the eligibility of the administrator, based upon;
 - (i) Nature and duration of illness;
 - (ii) Number of sick days remaining in the administrator's own account.
 - c. An eligible illness shall be categorized as extended and catastrophic. Illnesses that fall into this category include, but are not limited to, cancer, cardiovascular illness, illnesses requiring surgery and/or extended recuperation, debilitating infectious or disabling muscular, skeletal difficulties. Pregnancy and short term illnesses are excluded.
 - d. A pool will be formed by voluntary contributions of administrators, up to a maximum of 10 days per year per administrator.
 - e. Maximum number of pooled days which an administrator can use is 224 days.

B. Unused Sick Leave

At the time of retirement, or upon resignation from the district after ten (10) years of service as an administrator in the district, remuneration shall be provided for unused sick days beyond 54, but not to exceed 163 days, provided 140 calendar days written notice is given by the administrator.

Upon the death of an administrator, a beneficiary designated in advance, in writing by the employee, or failing such designation, the estate of the employee is entitled to receive remuneration for unused sick days beyond 54, but not to exceed 163 days.

The rate of remuneration for unused sick leave shall be one-third (1 /3) of the individual's per diem pay.

C. Sabbatical Leave

1. A professional employee may be granted a sabbatical leave of absence to increase his/her professional preparation and such leave must be deemed in the interest of the public schools of Enfield and must be approved by the Superintendent of Schools and the Board of Education.
2. An applicant for sabbatical leave must have tenure and must have rendered service in Enfield for at least seven (7) consecutive years immediately preceding the sabbatical leave.
3. A sabbatical leave may be requested for the following purposes:
 - a. Study in an approved institution
 - b. A problem or project pursued individually with the sanction of an approved graduate school.
4. The number of administrators on sabbatical leave at any one time shall not exceed six percent (6%) of the total number of administrators.
5. In establishing priorities for consideration of applications for sabbatical leave, the following procedure will be used:

A committee will be formed for this purpose consisting of the following members:

3 representatives of ESAA
1 Assistant Superintendent of Schools
The Superintendent of Schools

The committee will make selections on the basis of the following points:

- a. The priority of applications

- b. Reasonable distribution of applicants by levels
- c. Relative merits of reasons for desiring leave
- d. Previous leave of employee
- e. Seniority
- f. Availability of budgetary funds

6. Compensation for sabbatical leave shall be determined as follows:

The individual granted such leave shall be paid at the rate of two-thirds of annual salary, provided that such salary, when added to any salary paid under any program grant received by the applicant, shall not exceed the applicant's full annual salary rate for the step of the salary schedule he/she will have attained during the year of his/her leave.

7. The administrator granted sabbatical leave, must, during the time of his/her leave, earn not less than the number of semester hours required of the average student enrolled at that institution taking work for an advanced degree or a credit arrangement made between the institution and the individual with the approval of the Superintendent of Schools.

8. Administrators accepting sabbatical leave obligate themselves to return to the service of the Enfield Public Schools for two (2) full school years immediately following such leave or to repay the amount of salary received because of the leave.

Such payment shall be made in twenty-four (24) or fewer equal monthly installments, payment of which shall commence within one month after the administrator leaves the Enfield School System. Any amount unpaid after 24 months shall bear interest at the rate of twelve percent (12%) per annum on the unpaid balance due.

However, in the event of death or total disability of the administrator during the terms of the sabbatical leave agreement, such agreement shall terminate with no further repayment required by, the family or estate of the administrator, unless the administrator recovers from the total disability, at which time, there will be no interest charges on the back payment which may be due.

9. Employees on sabbatical leave shall retain employment status while on leave relating to: membership in the retirement system, benefits, etc. Upon return, the administrator shall be restored to his/her former position, retaining seniority, status, and pay.

D. Leave for Personal Reasons

All members of the unit shall be entitled to a maximum of five (5) days leave with full pay each work year for personal reasons which shall include: illness in the immediate

family, death in the family or attendance at funerals, religious holidays, legal reasons, any other reason considered reasonable and proper by the Superintendent of Schools. The decision of the Superintendent is final. These five (5) days are allowable within each school year. They are not accumulative.

1. Application for leave in the provisions above shall be made to the immediate supervisor at least twenty-four hours before taking such leave (except in the case of emergencies) and such leave shall be granted except in cases of hardship or disability to the school system, on the basis of application.

E. Leaves Without Pay

1. Leaves of absence without pay may be granted for health reasons or other valid reasons subject to the review and recommendation of the Superintendent of Schools.
2. Child Rearing Leave

An administrator may apply for child rearing leave of absence without pay. Such leave shall be for a period of not more than one school year. Any administrator on child rearing leave who proposes to return to work at the beginning of the school year following such leave shall make written request for reinstatement to the Board of Education through the Superintendent of Schools no later than March 15 of said year. All cases of child rearing shall be handled individually and granted rights in conformity with federal and state statutes.

F. Military Leave

Members of the unit who are members of the Military Reserve and who are required by military authorities to undergo their annual two week field training during the school year shall be paid the difference between their administrator's salary and that salary received from the Military Reserve for the period engaged in field training. A voucher attesting to the salary paid by the Military Reserve must be presented to the Superintendent of Schools before the difference in salary will be paid.

G. Return After Leave of Absence

1. Administrators who have been granted leaves of absence shall notify the Superintendent of Schools in writing on or before the first day of March of their intention to resume work at the beginning of the ensuing school year. For any leave expiring during the course of a school year, the administrator shall notify the Superintendent of Schools in writing at least ninety (90) days prior to the

expiration of the leave regarding the administrator's intention to resume work at the expiration of the leave.

2. All administrators returning from leaves of absence granted under this article, shall be restored to the same position as held at the time the leave was granted or its equivalent.

H. Family and Medical Leave

Bargaining unit members shall be eligible for federal Family and Medical Leave benefits as provided by law in accordance with the Board's Family and Medical Leave policy.

ARTICLE IX - PROTECTION OF ADMINISTRATORS

- A. Administrators shall report immediately in writing to the central office all cases of assault and/or battery suffered by them or allegedly caused by them in connection with their employment.
- B. This report shall be forwarded to the Board which shall comply with any reasonable request from the administrator for information in its possession relating to the incident or the persons involved.
- C. If criminal proceedings or civil proceedings are brought against an administrator, the protective conditions defined in Section 10-235 of the General Statutes should apply.
- D. Whenever an administrator is absent from school as a result of personal injury caused by an assault and/or battery arising out of and in the course of his/her employment, he/she shall be paid his/her full salary for the period of such absence for up to one calendar year without having such absence charged to the annual sick leave or accumulated sick leave. Any amount of salary payable pursuant to this section shall be reduced by the amount of any workers' compensation award for temporary disability due to the said assault and/or battery injury for the period for which such salary is paid. The Board shall have the right to have the administrator examined by a physician designated by the Board for the purpose of establishing the length of time during which the administrator is temporarily disabled from performing his/her duties; and, in the event that there is no adjudication in the appropriate worker's compensation proceeding for the period of temporary disability the opinion of the said physician as to the said period shall control.

ARTICLE X - PAYROLL COMPUTATION

A. Salaries

The salaries of all persons covered by this Agreement are set forth in Appendix A which is attached hereto and made a part of this Agreement.

B. Payment

1. Payment for all administrators shall be made by direct deposit, in twenty-six (26) biweekly equal installments between July 1 and June 30 of any fiscal year as determined by the Superintendent of Schools.
2. In the event employment is terminated during the contract year, total compensation for the year will be adjusted so as to reflect 1/260th of the yearly salary for each day worked.
3. If a person begins employment during the contract year, salary will be determined by multiplying the remaining working days by 1/260th of yearly salary.

C. Advancement on Salary Schedule

In years when step increases are provided through negotiations, all members not on maximum will advance one step on the salary schedule. No administrator shall receive an increment while he or she is on leave as the subject of a criminal investigation.

D. Longevity Stipend

Administrators with thirty (30) or more years of experience in education will receive an additional stipend of \$650.00 above and beyond their base salary. Administrators with 30 or more years of experience in education in Enfield will receive an additional stipend of \$1,000.00 above and beyond their base salary in lieu of the \$650.00.

This longevity stipend shall be available only to bargaining unit members who are hired to begin work on or before June 30, 1996, and shall be unavailable to subsequent hires.

E. Longevity Pay

The Board of Education shall provide a longevity remuneration in the amount of \$1,700.00 for any administrator, in his/her year of retirement, provided he/she has served seventeen (17) years in Enfield.

Upon receipt by the Board of Education of a letter of resignation for reason of retirement, a longevity remuneration will be paid as part of the administrator's last year's salary.

This longevity pay shall be available only to bargaining unit members who are hired to begin work on or before June 30, 1996, and shall be unavailable to subsequent hires.

F. Deductions

Provisions shall be made for payroll deductions for: ESAA dues, credit union, U.S. Savings Bonds, Washington National Insurance, United Way, tax sheltered annuities, and representation fees for nonmembers of the ESAA, providing such deductions are consistent with the Board of Education's bookkeeping system.

G. Reimbursement for Professional and Educational Conferences

The Board shall pay the reasonable expenses (including fees, meals, lodging, and/or transportation) incurred while attending required or approved professional and educational conferences. Prior written approval to attend such conferences must be received from the Board of Education through the Superintendent of Schools if the reimbursement is to be honored.

H. Mileage Reimbursement

Administrators whose job responsibilities require that they travel outside the school district for previously approved business purposes shall be reimbursed for such necessary travel excluding travel between school and home at the I.R.S. mileage reimbursement rate upon monthly submission of a written form documenting such travel.

ARTICLE XI - NEWLY APPOINTED ADMINISTRATORS

Newly appointed administrators without previous administrative experience will be placed preferably on the first step of the appropriate schedule and in no case higher than the second step of the Administrators' pay scale. Appointees with previous administrative experience will be placed at any step deemed appropriate by the Board of Education.

Individuals advancing from one administrative position to another (as determined by the salary schedule) shall be placed at a step in the new schedule that will provide the individual with an increase in salary; *i.e.*, the new salary will be above that salary had the administrator remained in his/her previous position.

Administrators moving to another Administrative-Supervisory position where the salary schedule is lower, shall receive full credit for previous administrative experience. This experience shall be applied in determining the appropriate placement of said administrator on the new salary schedule.

ARTICLE XII - REDUCTION IN FORCE POLICY

This policy shall apply to all personnel covered by the contract who are employed as administrators.

Should there be an expansion in administrative positions or should a vacancy in administrative positions occur, and should either be filled from within the teaching ranks, that position and administrator shall be considered temporary for a period of three years, and his or her assignment shall not be subject to the terms of this Article until commencement of the first day of the fourth anniversary year, except in cases where termination of contract is proposed under Conn. Gen. Stat. Section 10-151.

Administrators who fall within this temporary category shall be subject to reassignment at any time as determined by the Superintendent of Schools.

In the event that administrative positions become available, the Board of Education shall give utmost consideration to filling the vacant position from within the ranks of the Administrative Group.

In the event that positions covered by this contract are eliminated, they will occur in accordance with the following criteria:

I. Procedure

A. Skill and Ability.

1. Except when a member of this unit has exhibited a broad superiority in skill and ability, the principle of seniority will prevail in the reduction of work force.
2. The documents kept in the personnel file as a whole in the ordinary course of business, including all performance evaluations, shall be considered in measuring skill and ability.

B. Seniority - Definition of

1. Administrators earn seniority on the basis of the total number of years of consecutive experience in Enfield in the administrative position (function) occupied at the time of reduction.
2. If the most recent date of commencement of employment is not sufficient to establish seniority in a position, then the total number of years as an administrator in Enfield shall be the determining factor.
3. Should further criteria be required, the total number of years of administrative experience anywhere shall be the determining factor.
4. The final criteria shall be the total professional experience accumulated in any school system.

5. When an administrator is appointed to a position of lower responsibility as defined by salary categories, that administrator shall take with him/her the total years of experience accumulated as an administrator in Enfield.
6. An administrator appointed from a lower level to a higher level position shall not receive credit for previous administrative experience in Enfield, with the exception of: when a principal moves from one principalship to another, from one level to another, he/she takes, for purposes of seniority, the benefit of those years of experience. Also when an assistant principal moves from one level to another, he/she takes, for the purposes of seniority, the benefit of those years of experience.

C. Method of Reduction

1. An administrator whose position has been eliminated shall first be offered any open bargaining unit position on his/her level for which he/she is certified and qualified and, secondly, a position on a lower level where that administrator has had prior experience.
2. If there are no open bargaining unit positions available as described in section C.1 above, reductions in staff shall be made within levels based on seniority. A certified staff member who has had prior "contracted" experience on other levels, may bump a member with less years of service (seniority) if the displaced administrator is qualified for the lesser salaried position currently occupied by the less senior administrator.
3.
 - a. Senior High Principal
 - b. Middle School Principal
 - c. Director
 - d. Elementary Principal
 - e. Senior High Assistant Principal
 - f. Middle School Assistant Principal
 - g. Coordinator
 - h. Elementary Assistant Principal

Should the organization of the schools be altered, the levels used for this purpose shall reflect that change.

4. "Bumping" will only occur "downward" to a position where the person has had prior experience. That person shall carry with him/her the benefit of his/her previous years of administrative experience in his/her former position.

D. Reassignment - Teaching Ranks

1. Should there be no administrative position available, the administrator shall assume a position among the teaching ranks, based on certification, as assigned by the Superintendent of Schools.
2. Administrative experience shall be interpreted as teaching experience and thus applied to the salary schedule of a "terminated" administrator who has assumed a position as teacher.
3. The foregoing is specifically subject and subordinate to the reduction in force provisions contained in the Enfield teacher collective bargaining agreement or Board policy, whichever may apply, and to state law.

E. One (1) Year Salary Protection

When an administrator is appointed, reassigned or "bumped" to a position at a lower salary level, the individual shall be paid his/her salary based on the rate of pay of the position from which he/she was appointed, reassigned or "bumped" for one year, after which there shall be a reduction in salary.

II. Recall Procedure

- A. The administrator whose position has been eliminated shall be offered, and have the right of first refusal for any administrative position previously held, equal to one previously held, or one lesser in rank (whichever comes first) for which he/she is, certified or eligible for certification before a new administrator is hired.
- B. The name of any administrator who has been moved to the teaching ranks due to a reduction in force shall be placed upon administrative reappointment list and shall remain on this list for a period of three years.
- C. If the administrator declines the administrative appointment for which the administrator is qualified, the administrator's name shall be removed from the recall list.

III. Benefits

- A. In the event of a "layoff" an administrator shall be entitled to all earned benefits accumulated prior to layoff consistent with the terms of this agreement.
- B. During the layoff period, an administrator shall not receive nor be entitled to any benefits except as indicated by statute.
- C. While on the recall list and upon the written request to the Superintendent of Schools, a laid-off administrator shall have the opportunity to continue to

contribute at the group rate the cost of maintaining any or all health benefit insurances for a period of three (3) years, provided:

1. The laid-off administrator pays the cost of said insurances in accord with the provision determined by the Superintendent of Schools.
2. The Board incurs no additional expense.
3. The arrangement is agreeable to the carrier of the insurance.

IV. Disputes

In case of dispute, hearing procedures will be in accordance with State Statutes, Section 10-151 and shall not be subject to the grievance and arbitration provisions of this contract except in cases where termination from the school system is not recommended or, in fact does not occur.

V. Policy Provision Not Applicable to Promotions

Unless otherwise outlined in Item II A., nothing herein shall require the promotion of an administrator to a position of higher rank, authority, or compensation, although the administrator whose contract is to be terminated is qualified and/or certified for the promotional position.

VI. Definitions

- A. Administrative Experience - Employed full-time in either an administrative and/or supervisory position with full certification fulfilled at the time service is rendered.
- B. "Bumping Downward" - to a position previously experienced in a lesser function or pay category.
- C. Level - shall be interpreted to mean organizational level of the school system; i.e., K-6, 7-8, 9-12.
- D. Function - a position where the tasks and responsibilities are essentially the same but located at different levels, i.e., principal (one function) assistant principal (another function).

IN WITNESS WHEREOF, the parties hereunto have caused this presents to be executed by their proper officers, duly authorized, as of the date and year indicated.

ENFIELD BOARD OF EDUCATION

Date _____

By _____
Chair

ENFIELD ADMINISTRATORS' ASSOCIATION

Date _____

By _____
President

APPENDIX A
ADMINSTRATORS' SALARY SCHEDULE

	STEP	2010-2011	2011-2012	2012-2013
ELEMENTARY SCHOOL ASSISTANT PRINCIPALS	1	89,275	90,837	92,200
	2	91,400	93,000	94,395
	3	93,525	95,162	96,589
	4	95,652	97,326	98,786
COORDINATORS	1	103,097	104,901	106,475
	2	106,538	108,402	110,028
	3	109,993	111,918	113,597
	4	113,434	115,419	117,150
MIDDLE SCHOOL ASSISTANT PRINCIPALS	1	103,419	105,229	106,807
	2	106,868	108,738	110,369
	3	110,319	112,250	113,934
	4	113,758	115,749	117,485
SENIOR HIGH ASSISTANT PRINCIPALS	1	105,309	107,152	108,759
	2	108,758	110,661	112,321
	3	112,203	114,167	115,880
	4	115,649	117,673	119,438
ELEMENTARY PRINCIPALS	1	107,574	109,457	111,099
	2	111,026	112,969	114,664
	3	114,470	116,473	118,220
	4	117,922	119,986	121,786
DIRECTORS	1	111,493	113,444	115,146
	2	114,945	116,957	118,711
	3	118,399	120,471	122,278
	4	121,837	123,969	125,829
MIDDLE SCHOOL PRINCIPALS	1	116,477	118,515	120,293
	2	119,919	122,018	123,848
	3	123,372	125,531	127,414
	4	126,818	129,037	130,973
SENIOR HIGH PRINCIPALS	1	120,615	122,726	124,567
	2	124,061	126,232	128,125
	3	127,511	129,742	131,688
	4	130,958	133,250	135,249

Any administrator who is not at maximum (Step 4) shall advance one (1) step on the salary schedule for the 2010-11 contract year. There shall be no step advancement for the 2011-12 contract year. Any administrator who is not at maximum (Step 4) shall advance one (1) step on the salary schedule for the 2012-13 contract year.

ENFIELD BOARD OF EDUCATION

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ENFIELD BOARD OF EDUCATION

CONTRACT EXTENSION AGREEMENT

The Enfield Board of Education (the "Board") and the Enfield Administrators' Association (the "Association") agree as follows with regard to the extension of the parties' collective bargaining agreement through June 30, 2015:

1. The current collective bargaining agreement between the Board and the Association (the "Agreement") (a copy of which is attached hereto) expires on June 30, 2013.
2. The parties hereby agree to extend the duration of the Agreement for two additional years, up through and including June 30, 2015, and to modify the Agreement as set forth in this Contract Extension Agreement. Except as modified in this Contract Extension Agreement, all provisions of the Agreement shall remain in full force and effect through June 30, 2015.
3. The following salary increases shall apply for the 2013-14 and 2014-15 contract years, respectively:
 - a) Effective July 1, 2013, a general wage increase of 1.75% shall be applied to the salary schedule.
 - b) Effective July 1, 2014, a general wage increase of 2.0% shall be applied to the salary schedule.
 - c) There shall be no step advancements on the salary schedule for the 2013-14 and 2014-15 contract years.

The resulting schedules for 2013-14 and 2014-15 are attached hereto as Appendix A.
4. The following insurance premium contributions shall apply for the 2013-14 and 2014-15 contract years:
 - a) Effective July 1, 2013, the administrators shall pay 20% of the costs for the PPO plan.
 - b) Effective July 1, 2014, the administrators shall pay 20.5% of the costs for the PPO plan.
5. Effective July 1, 2012, the parties agree that the Special Education Coordinator positions shall be reclassified as Director positions, and shall be paid at the Director rates set forth in the salary schedules. The two currently employed Special Education Coordinators shall retain their 2012-13 step