

AGREEMENT BETWEEN THE
SOMERS BOARD OF EDUCATION
AND THE
SOMERS ADMINISTRATORS' ASSOCIATION

July 1, 2018 to June 30, 2021

7091213 v.1

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PREAMBLE

The Board of Education sees its Administrative Personnel as functioning in a leadership role within the Somers Public Schools.

It looks to them as the leaders of their respective staffs and, as leaders, wishes to put into writing the positive aspects of professional relationships with the Board. While reserving to itself the traditional functions of policy making, the day by day administration of those policies lies within the scope of all its administrators.

ARTICLE I - RECOGNITION

The Somers Board of Education, hereinafter referred to as the Board, recognizes the Somers Administrators' Association, hereinafter referred to as the S.A.A., as the exclusive representative of the "Administrator's Unit" as defined in Section 10-153b(a)1 of the Connecticut General Statutes.

The S.A.A. shall represent said group for the purposes of negotiations with respect to salary and other conditions of employment pursuant to Sections 10-153 b-f of the General Statutes of the State of Connecticut.

Management Rights

It is recognized that the Board has and will continue to retain, whether exercised or not, the right, responsibility and prerogatives to direct the operation of the public schools in the Town of Somers, including, but not limited to, the following:

- to maintain public elementary and secondary schools and such other education activities as in its judgment will best serve the interests of the Town of Somers;
- to give the children of Somers as nearly equal advantages as may be practicable;
- To determine the size of all classes and the subjects to be taught herein;
- to decide the need for school facilities;
- to determine the need and program for the summer school, if any;
- to determine the 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 into each school;
- to employ, assign and transfer personnel in the employees' unit;
- to suspend or dismiss the employees of the schools;

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- to designate the schools which shall be attended by the various children within the town;
 - 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;
 - to prescribe rules for management, studies, classification and discipline for the public schools;
 - to decide the textbooks to be used;
 - to make rules for the arrangement, use and safekeeping of school libraries, and to approve the books selected therefore, and to approve plans for school buildings;
 - 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.

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 inconsistent with, or in violation of, any of the specific terms and provisions of the 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 grievance provision of this contract.

ARTICLE II - AMENDMENTS

Terms and conditions of this contract shall not be amended except by mutual consent of the parties hereto subscribed during the duration of this contract listed in Article XII.

ARTICLE III - GRIEVANCE PROCEDURE

As stated in the Preamble, the Somers Board of Education wishes to support positive relations with its professional administrators.

To this end, the Board expects that continuous contact between Central Office and individuals in the S.A.A. will provide the opportunity to intercept and resolve many incipient problems at their informal level.

In those cases where an informal resolution seems improbable, the following procedures shall be involved:

Grievance

- A. Definition: A grievance is any complaint which an individual or group of individuals in the S.A.A. may assert with respect to the application of:

1. The terms of this Agreement;
2. The Board policies;
3. Administrative regulations; or
4. Claims of failure to follow the established procedures of the school district's evaluation and support program; or
5. Central Office decisions made pursuant to item 1, 2 and 3.

B. Procedures for Grievance Resolution:

1. The complainant may present the grievance to the S.A.A. and request it to present the grievance for resolution. If the S.A.A. decides to present the grievance for resolution, it shall submit the grievance in writing to the Superintendent of Schools with a request that the Superintendent, or representative designated by the Superintendent, work with the S.A.A. to find an equitable solution. If the grievance is not resolved at this level, the S.A.A. may present the grievance in writing to the Board of Education and request a hearing on the matter.
2. No later than the second regular meeting after receipt of a petition through either 1 or 2 above, the Board shall hear the matter and shall provide the S.A.A with a written response to the grievance within ten calendar days.
3. After review of the Board response, and if the grievance deals with the application of "the terms of this Agreement" as per section A.1 above, the complainant may, within 10 days, present the grievance to the S.A.A and request it be processed by the S.A.A to advisory arbitration. The request from the complainant for advisory arbitration must be made in writing, and a copy of the request shall be furnished to the Superintendent. The S.A.A shall have 10 calendar days from the date of the Board's response to appeal the grievance to advisory arbitration. If the S.A.A decides to appeal, the grievance shall, within the aforesaid 10 calendar days, be referred by the S.A.A to the American Arbitration Association for advisory arbitration under its labor arbitration rules. The arbitration request shall be in writing and a copy shall be furnished to the Superintendent. The arbitrator shall hear the grievance and shall issue an advisory opinion as to whether the Board misapplied the specific terms of this Agreement as claimed in the grievance. The arbitrator shall have no authority to add to, modify, or amend the provisions of this Agreement or to rule on matters not relating to a claim of violation of a specific term or terms of this Agreement as per section A.1 of this article. The arbitrator's advisory opinion shall be served upon the parties as provided in the American Arbitration Association rules. The Board and the S.A.A shall equally share the costs and fees of the arbitrator and the American Arbitration Association. Once received, the parties shall determine within 30 days whether to accept or reject the advisory award, and shall advise each other of their decision.

ARTICLE IV - PROFESSIONAL IMPROVEMENTS/TRAVEL REIMBURSEMENTA. Course Reimbursements

Recognizing the continual need for professional self-improvement, all employees covered under the terms of this agreement will take courses or attend professional institutes at least as frequently as each five (5) years of employment. Such courses or institutes must have prior approval of the Superintendent of Schools. The Somers Board of Education agrees to reimburse the employee for the full tuition costs of any obligatory courses required by the Superintendent of Schools.

B. Conference Reimbursements

Recognizing the value of broad contacts to the Somers Public Schools, all Administrators shall be expected to attend, at Board expense, during any three (3) year period:

1. One National Conference;
2. One Regional Conference;
3. A State or local Conference

all approved in advance by the Superintendent; such approval shall not be unreasonably withheld. Other conference needs shall be approved by Central Office before commitments are made. Reimbursements shall include total costs of registration, transportation, hotel and per diem meal allowance, according to the federal reimbursement rate, for the employee for conferences of more than one day in duration. Each administrator attending any conference that is more than one (1) day in duration must prepare a written report describing said conference and summarizing information which, in the author's view, made the conference worthy of attending and which he/she feels should be shared with fellow administrators and the Board of Education.

- C. Mileage reimbursement for travel, including conferences and job responsibilities, shall be the same as the maximum allowable mileage reimbursement under then-current IRS rules.

ARTICLE V - SEVERANCE PAY

Upon termination of employment by death or retirement as per Connecticut Teachers Retirement Board's current rules and regulations, following five (5) or more years of continuous service in the Town of Somers, the Board of Education agrees to pay the employee covered by the agreement, or his/her estate, an amount equivalent to 2.75 days compensation, established by the individual's current daily wages at the time of termination for each year of service to the Town of Somers. This article applies to current employees only. As of July 1, 1995 severance pay will no longer be awarded to administrators hired after that date.

ARTICLE VI - LEAVES OF ABSENCEA. Sick Leave/Personal Leave

1. Current administrative employees covered by this contract shall be entitled to eighteen (18) days leave of which fifteen (15) are for sick leave with full pay each year and three (3) are for personal leave with full pay each year. Five (5) of the fifteen (15) sick days may be used for family illness. Unused sick leave shall accumulate to a cap of 220 days for 12-month employees and 190 days for 10-month employees.
2. In cases of catastrophic illness, the Board, on written request, may, in its discretion, grant additional sick leave after an administrator's full accumulation has been exhausted. Each request shall be reviewed independently and the granting or denial, in each case, shall not establish a precedent in any other case whether similar or dissimilar.
3. With the understanding that requests for personal days will be filed by the Principal's Office with the Superintendent of Schools forty-eight (48) hours in advance, the following criteria shall be used to determine personal days:
 - a. Personal business that cannot be transacted outside of regular school hours (reason must be stated).
 - b. Attendance in court, or other legal demands outside the employee's control.
 - c. Attendance at graduation exercises (self, spouse, son, daughter).
 - d. Other days without salary deduction in cases of emergency or hardship may be granted at the discretion of the Superintendent.
 - e. No days without salary deductions shall normally be granted immediately prior to or following a school holiday or vacation.
 - f. Beyond paragraph 1 and contingent upon advance notice, the Superintendent may grant personal days (not to exceed 3 per year) required by employee for religious observance.
 - g. Personal days shall not accumulate from year to year.

B. Sabbatical Leave

Upon the recommendation of the Superintendent, an extended leave of absence for purposes of professional growth for either a full or one-half academic year (Sabbatical Leave) may be granted at the discretion of the Board of an employee who has completed at least six (6) consecutive years of satisfactory service. Employees on sabbatical leave shall be paid at eighty percent (80%) of the contract rate for the duration of the leave, with deductions made for any stipends received in connection with the sabbatical leave which make the total

amount of the compensation exceed the full salary of the employee. The employee shall enter into contract of employment with the Board for a period of one year for each one half year of leave. Failure to meet this obligation shall result in repayment to the Board of Education at a ratio equal to the unfulfilled amount of time.

C. Bereavement Leave

1. In case of death of the wife, husband, mother, father, mother-in-law, father-in-law, sister, brother, or child, no deduction from salary shall be made for five (5) days of absence.
2. In case of the death of a relative not included in the above listing, no deduction from salary shall be made for absence to attend the funeral for a period not to exceed one (1) day; provided, however, that notice of such intended absence be given to the Superintendent.

ARTICLE VII - VACATIONS AND HOLIDAYS

A. Holidays: The following paid holidays shall be granted:*

- | | |
|---|-----------------------------|
| 1. New Year's Day | January 1 |
| 2. Martin Luther King Day | Third Monday in January |
| 3. President's Day | Third Monday in February |
| 4. Good Friday | Friday before Easter |
| 5. Memorial Day | Last Monday in May |
| 6. Independence Day | July 4 |
| 7. Labor Day | First Monday in September |
| 8. Columbus Day | Second Monday in October |
| 9. Veteran's Day | November 11 |
| 10. Thanksgiving Day | Fourth Thursday in November |
| 11. Day after Thanksgiving | Fourth Friday in November |
| 12. Christmas Day | December 25 |
| 13. First workday following Christmas | December 26, 27, or 28 |
| 14. One (1) floating holiday to be mutually determined with the Superintendent. | |

- * If school is open on any of the above mentioned holidays the Board of Education will designate a substitute holiday within the same year, and that previous holiday will be a normal workday.

B. Vacation Days

All twelve month employees shall be entitled to annual vacation days to be taken within fourteen (14) months of June 30 of the contract year in which said vacation days are earned according to the schedule below:

First year	20 days
After one year	25 days

ARTICLE VIII - INSURANCE BENEFITS

A. The Board will provide the following coverages at no cost to the Employee:

Life Insurance: The Board shall provide for employees one hundred percent (100%) of the cost of term life insurance in an amount equal to two and one-half (2.5) times the employee's annual salary not to exceed \$375,000.

Long-Term Disability Insurance: The Board shall provide one hundred percent (100%) of the cost of Long Term Disability insurance. This policy will provide coverage for 60% of monthly earnings to a maximum benefit of \$6,500 per month.

B. Medical & Dental Insurances

Effective July 1, 2015, the following medical plan shall apply to all bargaining unit members:

1. \$2,500/\$5,000 HDHP/HSA Plan
 \$0 Office Visit, after deductible
 \$0 Wellness, deductible waived
 \$0 Hospital, after deductible
 \$0 Outpatient Surgery, after deductible
 \$0 WI, UC, ER, after deductible
In Network Deductible \$2,500/5,000 – Board to pay 50% of deductible
Out of Network OOP \$5,000/10,000
 In Network Co-ins. 100%, after deductible
 Out of Network Co-ins. 70/30, after deductible

Rx In Network: Prescriptions are covered at 100% after deductible is met.

Rx Out of Network: Prescriptions are covered at 100% after deductible/ coinsurance is met.

Any actively employed administrator ineligible for an HSA will be provided with a health reimbursement account ("HRA").

2. Dental: No change (see sample certificate in Central Office for coverage details).

3. Premium Share (Medical/Dental):

	2018-2019	2019-2020	2020-2021
Employee Contribution	22%	23%	24%

C. Retirement

In addition, the Board of Education agrees to allow administrators retired from the Somers Public Schools under Connecticut Statutes to continue to receive group coverage, with one hundred percent (100%) of the premium to be paid by the retired administrator.

D. Voluntary Waiver of Health Insurance Coverage

1. Any administrator may elect on a completely voluntary basis to waive Board provided health insurance coverage. Administrators electing to do so shall sign a voluntary waiver of coverage form prior to the beginning of any contract year.
2. In consideration of such voluntary waiver of insurance coverage, the Board will pay a total of Two Thousand Dollars (\$2,000) per year to each such employee in quarterly installments each year that the waiver is in force.
3. Any administrator who, because of changed circumstances, wishes to revoke his/her insurance waiver may do so by notifying the Superintendent of Schools in writing. Upon receipt of such notification, the Superintendent will contact the applicable insurance carriers and request reinstatement of the administrator under Board provided health insurance coverage.
4. Insurance coverage waivers are subject to any limitations or restrictions which may be imposed by the applicable insurance carriers. Administrators who waive insurance coverage and subsequently apply for reinstatement shall be subject to all reinstatement provisions imposed by the applicable insurance carriers including any waiting period(s). Coverage will be reinstated thirty (30) days after receipt of written reinstatement request if acceptable to the carrier(s). If the request is not accepted, the parties will immediately negotiate over the situation concerning the effective date of coverage reinstatement. The terms of this waiver provision must also be acceptable to the underlying carriers.

*The Board reserves the right to change insurance carriers for any of the above coverages or to self insure in whole or in part, provided that coverage and services remain substantially equivalent under the plans as viewed as a whole. Prior to any such change, the Association shall be notified in writing at least thirty (30) days in advance of any proposed change and be given a full opportunity to review the proposed change for purposes of satisfying itself that the change will provide substantially equivalent coverage and services as defined above. However, should the Association not agree that such will be the case under the proposed change, it must notify the Board in writing within said thirty (30) day period in which case the parties agree to submit the question of whether the proposed changes are substantially equivalent in terms of coverage and services as defined above to an arbitrator with insurance experience under the arbitration procedures of the American Arbitration Association. Except for the expedited arbitration aspect, such arbitration shall be conducted pursuant to the arbitration provisions of the grievance procedure in this contract. No change shall be made by the Board until the arbitrator has ruled.

ARTICLE IX - DUES, DEDUCTIONS AND SERVICE FEE DEDUCTIONS

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

- B. Deductions: The Board agrees to deduct from each administrator an amount equal to the Association membership dues or service fee by means of payroll deductions. The amount of the deduction for each paycheck shall be equal to the Association membership dues or service fee dividend by twenty-four (24) paychecks from the first paycheck in July at the rate of two (2) per month. The amount of Association membership dues and service fees shall be certified by the Association to the Board prior to the beginning of each July.
- C. Subsequent Employment: Those administrators whose employment commences after July 1 shall pay a prorated amount equal to the percentage of the remainder of the work year.
- D. Forwarding of Moneys: The Board agrees to forward to the Association each month a check for the amount of money deducted during the month. The Board shall include with such check a list of administrators for whom such deductions were made.
- E. The Association shall indemnify and save the Board harmless against all claims, demands, suits, or other forms of liability which may arise out of any deduction or any other action taken by the Board pursuant to this article, including payment of reasonable attorney's fees incurred by the Board related to this article of the agreement. The Association shall have the right to object to the Board's choice of attorney solely on the basis of qualifications in labor relations law.

ARTICLE X - REDUCTION IN FORCE/INVOLUNTARY TRANSFER

- A. It is recognized and agreed that the Somers Board of Education has the absolute right to eliminate, reduce, or increase administrative positions, or create new administrative positions. The purpose of this article is to establish a procedure to be followed in the event that Board action requires that an administrator be laid off due to the exercise by the Board of the above rights. This Article shall apply only to situations where administrators face layoff due to such action by the Board, and shall have no application to action taken by the Board against administrators based upon competence and/or performance.
- B. As used in this Article, "seniority" shall mean an administrator's continuous length of uninterrupted service as a certified administrator in Somers, including authorized leaves of absence, starting with the date the administrator signed his/her initial administrative contract of employment in Somers. If contract signing dates are the same as between more than one administrator, the administrator with the most amount of total experience as an employee of the Somers Board of Education shall be considered the most senior. Thereafter, if necessary, seniority shall be determined by the total amount of teaching and administrative service, both in and outside Somers.
- C. The Superintendent shall compile a seniority list of the complete certified staff in accordance with Section B of this Article on an annual basis and shall furnish the Association with copies of the list by February 1st of each year. If the Association or any staff member shall disagree with any placement on the seniority list, the Association or the staff member shall file a written request for correction no later than the following March 1st.

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- D. If it becomes necessary to reduce the administrative personnel, it shall be on the basis of seniority as defined above, certification and qualifications. The term "qualified" as used herein means recognized and satisfactory experience in the administrative position into which the administrator seeks to bump or to be recalled. Notwithstanding the foregoing, the superintendent may override the "seniority" criterion and displace a more senior administrator if the less senior administrator is "head and shoulders" above the more senior administrator or possesses unique skills or attributes that are needed for the position.
- E. Should an administrator lose all or part of his/her position due to elimination or reduction of that position, he/she:
1. Will be offered an administrative opening (if one exists) for which he/she is certified and qualified in the same employee group. Employee groups shall be defined as follows: Coordinators/Assistant Principals (10 months), and Directors/Principals (12 months).
 2. If there are no administrative openings within the same employee group, the affected administrator will be able to bump the least senior administrator within the same employee group provided that the affected administrator is senior to the administrator to be bumped and is certified and qualified for that position.
 3. If there are no administrative openings or positions as aforementioned, the administrator will be offered a vacant teaching opening, if one exists, for which he/she is certified and qualified.
 4. If there are no teaching openings for which the affected administrator is certified and qualified, then the affected administrator will be offered a teaching position for which he/she is certified and qualified and which is held by a teacher with fewer years of service in the Somers school system, subject to the law appertaining and the relevant terms, if any, of the collective bargaining agreement between the Board and the Somers Education Association consistent with Article 21. Procedures for Reduction, Separation and Recall of Professional Staff.
 5. Any administrator relieved of his/her duties and employed as a teacher will be given the experience credit on the salary schedule according to the teacher contract for his/her administrative and teacher experience within the Somers school system and elsewhere, if applicable, and shall retain all accumulated sick leave.
 6. Any administrator who has been displaced as aforesaid or terminated from employment, due to a reduction in force, shall be placed on a reappointment list for his/her former administrative position, or another similar position of comparable pay and status and shall remain thereon until reappointed or for two (2) years from the effective date of displacement or termination, whichever occurs first, provided such administrator does not refuse a reappointment. Administrators shall be recalled to positions for which they are certified and qualified and in which they have had previous acceptable experience, according to their administrative seniority in the Somers Public Schools system, as defined in Section 10. If reappointment is offered

consistent with the above and is refused by the administrator, he/she shall thereupon be removed from the reappointment list.

- F. In order to be eligible for recall, an administrator must:
1. Submit his/her request to be placed on the recall list, in writing, to the Superintendent within thirty (30) days of termination or displacement; such request must include the administrator's address.
 2. Advise the Board, in writing, within ten (10) days of any change in address.
 3. Advise the Superintendent, in writing, of acceptance of recall within two (2) weeks after notification of recall; or be removed from the recall list.
 4. All notices provided for in this section must be in writing and transmitted by certified mail.
 5. The Board's obligation will be limited to sending notice of recall to the administrator's last address in the Board's files.

ARTICLE XI - SALARIES

The Board agrees to pay each employee covered under this Agreement for the period July 1, 2018 to June 30, 2021 at a salary rate as determined in this Article.

A. Salary Structure

The salaries listed below for each position represent ranges including minimum and maximum salaries for that job. The Board will take into consideration a potential employee's certification, educational background experience, and the job market when hiring. These salary ranges will be applicable for new employees hired during the term of this Agreement.

<u>Position</u>	<u>Salary Range</u>
	<u>2018-2021</u>
Coordinators/Asst. Principals (10 month)	\$87,393-119,000
Directors/Principals (12 month)	\$98,317-141,000

These ranges only apply to new hires during their first year of employment.

1. Each administrator will receive a longevity increase of \$1,600.00 added to his/her salary after ten (10) years of administrative service in the Somers Public Schools. This amount will be applied at the beginning of the contract year immediately following a ten (10) year anniversary date and prior to salary adjustment increase as specified by this contract. Additional longevity adjustments of \$1,600.00 will be added to the administrator's salary for each additional five (5) years of administrative service as stated above. This clause will take effect for the 2004-2005 contract year and will not apply retroactively. To be eligible for this longevity benefit, an

administrator must have been a member of the administrators' bargaining unit on or before 6/30/18.

Salaries for 2018-2019 reflect a 2.0% increase; 2019-2020 a 2.25% increase; and 2020-2021 a 2.5% increase. In addition, all principals and assistant principal positions receive a \$2,000 salary increase adjustment effective 7/1/18.

	<u>2018-2019</u>	<u>2019-2020</u>	<u>2020-2021</u>
SES Asst. Principal (D. Senecal)	\$ 98,410	\$ 100,624	\$103,139
SES Principal (J. Oliver)	129,558	132,473	135,785
MBA Principal (C. Krevolin)	133,522	136,526	139,939
MBA Asst. Principal (R. Kapner)	122,851	125,615	128,755
SHS Asst. Principal (D. Carroll)	104,078	106,419	109,080
SHS Principal (G. Cotzin)	143,532	146,762	150,431
Director of Curriculum (I. Zytka)	135,239	138,282	141,739
Director of Pupil Services (D. Messina)	143,046	146,264	149,921

B. Doctorate

Administrators possessing a doctorate degree (i.e., Ph.D. or Ed.D. degree) shall receive an additional stipend of \$1,000 each year of the contract.

ARTICLE XII – JUST CAUSE

No administrator shall be suspended without pay, or demoted for reasons unrelated to reduction in force, without just cause.

ARTICLE XIII - DURATION OF AGREEMENT

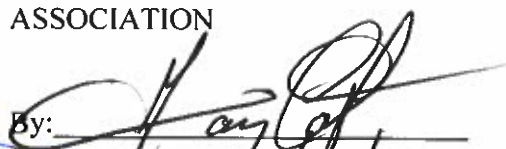
A. The provisions of the agreement shall be effective on July 1, 2018 and shall remain in full force and effect until June 30, 2021 provided, however, that if the Board should change the job description of any of the present employees, the Association shall have the right to reopen negotiations to determine the salary for that specific position.

Signed at Somers, Connecticut this _____ day of December, 2017.

SOMERS BOARD OF EDUCATION

SOMERS ADMINISTRATORS' ASSOCIATION

By: _____

By: 

Dated: 12/11/17

Dated: 12/11/17

APPENDIX A

SIDEBAR AGREEMENT - RETIREMENT

Members of the S.E.A. who are eligible for retirement supplement payments (Article V) who assume positions in the S.A.A. without a break in service to the Somers Board of Education will be eligible for retirement benefits as provided under S.A.A. contract Article V notwithstanding any grandfathering provisions as stated in the article.