

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

July 1, 2024 to June 30, 2027

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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;
- 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 or state statute, 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

A. Purpose

The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to problems which may arise affecting the welfare or working conditions of Administrators. Both parties agree that, except as required by law, proceedings shall be kept confidential if requested by either party.

B. Definitions

"Grievance" shall mean a claim based upon an event or condition alleging breach of the terms of this contract or of written Board policy. Board policy may only be grieved to Board level.

"Party in interest" shall mean the person or persons making the claim, including their designated representative as provided for herein; and any person or persons who might be required to take action or against whom action might be taken in order to resolve the problem.

"Days" shall mean days when school is in session. In the event a grievance is filed after June 1, the parties may mutually agree to define days as business days.

C. Time Limits

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.

Failure by the aggrieved Administrator at any level to appeal a grievance to the next level within the specified time limits shall be deemed to be acceptance of the decision rendered at that level.

D. Informal Procedures

Nothing herein contained shall be construed as limiting the right of any member of the unit to discuss informally a concern or a problem with any appropriate member of the administration.

E. Formal Procedure

Level One - Superintendent of Schools

- a. If the Administrator believes that there has been a violation, misinterpretation or misapplication of a specific provision of this Agreement, then the Administrator shall attempt to resolve the matter with the Superintendent of Schools. A grievance shall be deemed waived unless it is submitted within fifteen (15) days of the date the Administrator knew or had reason to know of the basis for such a claim.
- b. The Superintendent shall, within ten (10) days after the receipt of the referral, meet with the aggrieved Administrator and with representatives of the Association for the purpose of resolving the grievance.

- c. The Superintendent shall, within five (5) days after the hearing, render his/her decision and the reasons therefore in writing to the aggrieved Administrator, with a copy to the Association.

Level Two - Board of Education

- a. If the aggrieved Administrator is not satisfied with the disposition of his/her grievance at Level One, he/she may, within three (3) days after the decision, or within six (6) days after the hearing, file the grievance again with the Association for appeal to the Board of Education.
- b. The Association may, within five (5) days after receipt, refer the appeal to the Board of Education.
- c. The Board of Education, or a subcommittee of the Board of Education, shall, within fourteen (14) days after receipt of the appeal, meet with the aggrieved Administrator and with the representative of the Association for the purpose of resolving the grievance.
- d. 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 Association.

Level Three - Arbitration

- a. If the aggrieved Administrator is not satisfied with the disposition of his/her grievance at Level Three, he/she may, within three (3) days after the decision, or within six (6) days after the Board meeting, request in writing to the president of the Association that his/her grievance be submitted to arbitration.
- b. The Association may, within five (5) days after receipt of such request, submit the grievance to arbitration by so notifying the Board in writing.
- c. The Chairperson of the Board and President of the Association shall, within five (5) days after such written notice, jointly select a single arbitrator who is an experienced and impartial person of recognized competence. If the parties are unable to agree upon an arbitrator within five (5) days, the American Arbitration Association shall immediately be called upon to select the single arbitrator.
- d. The arbitrator selected shall confer promptly with representatives of the Board and the Association, shall review the record of prior hearings, and shall hold such further hearings with the aggrieved Administrator and other parties in the interest as he/she shall deem requisite.

- e. The arbitrator shall, within twenty (20) days after his/her selection, 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 binding on all parties in interest.
- f. The costs for the services of the arbitrator shall be borne equally by the Board and the Association.

ARTICLE IV - PROFESSIONAL IMPROVEMENTS/TRAVEL REIMBURSEMENT

A. Course Reimbursements

1. The Board shall reimburse administrators for tuition costs as follows: \$500 dollars for each credit, up to a maximum of 6 credits per year per administrator, which is acceptable toward fulfillment of the requirements toward the State requirements for a Ph.D. degree, an 093 certificate, or an Ed.D. degree.
2. To be eligible for tuition reimbursement under this Article, the administrator must meet the following conditions:
 - a. The courses toward fulfilling the 093, Ph.D. degree or the Ed.D. degree must be directly related to the education field.
 - b. The administrator must have completed two years of satisfactory service in the Somers School System;
 - c. The administrator must have successfully completed the semester course. For purposes of this article, successful completion means, at a minimum, receipt of a B or a P (in a pass-fail course) for the completed course work. The administrator shall submit a copy of the course transcript along with the request for reimbursement;
 - d. The administrator must be actively employed by the Board when applying for tuition reimbursement;
 - e. Such grants are subject to the prior approval of the Superintendent who shall determine whether the chosen course is appropriate, and whether the above conditions have been met.
3. Subject to annual appropriations, the Board shall set aside a maximum total of \$7500 annually for course reimbursement within the bargaining unit. Such reimbursement shall be paid on or before June 30th in the contract year in which the credits were earned. Requests for reimbursement will be submitted by December 1st of the fiscal year in which the course is taken. After December 1st, administrators shall be informed of the amount they will receive for

reimbursement, which shall not exceed the cost of the course taken as well as how many requests for reimbursement there are. If applications exceed the monies available, the monies will be divided equally by the number of applicants still ensuring the amount of reimbursement does not exceed the cost of the course. Reimbursement paid on or before June 30 in contract year in which credit was earned.

4. Administrators shall be eligible for tuition reimbursement as set forth in this Article, provided that they agree to remain employed by the Board for at least two (2) full school years following the payment of any such reimbursement and provided further that they actually remain employed by the Board for at least two (2) school years following the payment of any such reimbursement. Such agreements shall be executed in writing on forms provided by the Board. In the event that such an administrator separates from employment by the Board prior to the expiration of such two (2) year period (other than involuntary separation initiated by the Board) the administrator shall be required to repay to the Board the full amount of any such reimbursement paid by the Board, at the time of such separation.

B. Conference Reimbursements

Recognizing the value of broad contacts to the Somers Public Schools, all Administrators shall 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, 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 ABSENCE**A. Sick Leave/Personal Leave**

1. Current administrative employees covered by this contract shall be entitled to twenty-one (21) days leave of which eighteen (18) 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 eighteen (18) 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. Unused personal leave may accumulate from year to year up to a maximum of four (4) days.
2. For an absence for illness of more than five (5) consecutive working days, or in cases of suspected sick leave abuse, a doctor's certification may be required by the Superintendent upon the employee's return to work.
3. 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.
4. With the understanding that requests for personal days will be filed by the Principal's Office with the Superintendent of Schools two business days 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.

B. Sick Leave Bank

For the purpose of providing additional coverage after exhaustion of individual annual and/or accumulated sick leave only in the event of a catastrophic illness as evidenced by medical certification, the Board and the Association established a Sick Leave Bank.

1. Participation by members of the Association shall be mandatory. Administrators shall contribute up to two (2) days of accumulated sick leave each year to the Bank and may contribute up to a maximum of ten (10) days each year.
2. The Bank shall be administered by a committee consisting of the Superintendent or designee, one representative selected by the Association, and one representative selected by the aforementioned committee members. This committee shall consider the eligibility of administrators to draw from the Bank.
3. The following criteria shall be used by the Sick Leave Bank Committee in determining the eligibility of an administrator to draw from the Bank and determining the amount of leave:
 - a. An administrator must have completed two (2) years of service in Somers.
 - b. An administrator must have used up all of his or her accumulated sick leave.
 - c. An administrator must submit competent and timely evidence that the leave is necessary due to serious and lengthy illness that is not covered by workers' compensation.
4. Upon compliance with Section 3, above, the Sick Leave Bank Committee may issue up to two (2) grants of days from the Sick Leave Bank. The cumulative total of the two (2) grants shall not exceed 100 days. In any event, administrators shall be eligible to receive no more than 100 days from the Sick Leave Bank in any three-year period.
5. The decisions of the Sick Leave Bank Committee shall be final and binding and shall not be subject to the grievance procedure or arbitration.

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.

D. Maternity/Childrearing Leave

1. Pregnancy and Childbirth Leave
 - a. Disabilities caused by or contributed to by pregnancy, miscarriage, abortion, childbirth and recovery therefrom shall be treated as temporary disabilities for all job-related purposes. (The term "temporary disability" shall be interpreted as being within the meaning of the term "sick" as used in section 10-156 of the Connecticut General Statutes.)
 - b. Accumulated sick leave shall be available for use during periods of such disability.
 - c. Disability leave beyond any accumulated sick leave shall be available, without pay for such reasonable further period of time as an employee is determined, by the physician, to be disabled from performing the duties of the job because of pregnancy or conditions attendant thereto. Details of such possible extension must be in writing with the Superintendent's approval.
2. Childrearing Leave

Any certified employee may have the option of up to one (1) year childrearing leave of absence, without pay, following the birth of a child. Any leave beginning during the second half of the employment year will end at the beginning of the first half of the employment year starting in the next calendar year.

- a. Apart from previously mentioned disability leave regulations, Section 1 paragraphs a through c above, notification in writing must be given to the office of the Superintendent five (5) working days prior to March 1 if said administrator on extended leave without pay plans on return in the next school year.

- b. In cases of requested leave for childrearing only, prior notification of eligibility shall be made in writing to the Board, through the Superintendent, not later than three (3) months prior to the anticipated birth of a child, or the arrival of an adopted child, provided that exceptions may be made by the Superintendent in cases of adoption in the event such advance notice cannot be given. If extenuating circumstances exist relating to the birth of a child, previously approved childrearing leave will be waived at the discretion of the Superintendent.
 - c. The cost of insurance and other employee fringe benefits, including payment to the State Teachers' Retirement System, if continued, shall be paid in full by the employee.
3. An employee returning to service under either paragraph 1 or 2 above shall provide a written statement from her physician that she is capable of returning to her duties.
4. The Superintendent shall grant sick days (not to exceed five (5) days annually) for the purpose of adoption, placement of a foster child or the birth of a child in the case of a second parent. Such days shall be deducted from the teacher's accrued sick leave. These days shall be distinct from the benefit provided in Article VI, A-1 (illness in the immediate family).

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.	Juneteenth	June 19
7.	Independence Day	July 4
8.	Labor Day	First Monday in September
9.	Columbus Day	Second Monday in October
10.	Veteran's Day	November 11
11.	Thanksgiving Day	Fourth Thursday in November
12.	Day after Thanksgiving	Fourth Friday in November
13.	Christmas Day	December 25
14.	First workday following Christmas	December 26, 27, or 28
15.	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 are entitled to up to twenty (20) days of paid vacation in their first year of employment, earned at the rate of 1.67 days per month. After the first year, all twelve-month employees are entitled to up to twenty-five (25) days of paid vacation each year, earned at the rate of 2.08 days per month.

Earned vacation time will be taken between July 1 and June 30 of the year earned (i.e., use it or lose it). However, in the event the employee is unable to use it all, or prefers to bank or receive pay for up to five (5) days each year, the following applies:

1. Any employee who anticipates not using all his/her vacation time may elect, on or before May 15 each year, to carry over up to five (5) days into a vacation bank or receive pay for up to five (5) unused vacation days;
2. No more than five (5) unused vacation days may be banked or paid out in any year of employment;
3. Banked vacation time may never exceed twenty-five (25) days except that upon termination of employment, an employee is eligible to be paid for all banked vacation time, plus up to five (5) days of unused vacation time earned during the final year of employment;
4. Once an employee has 25 vacation days banked, he/she is no longer eligible to receive payment for the "up to five (5) unused vacation days" set forth above.

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**

1. The Board shall offer each bargaining unit member the opportunity to participate in the Connecticut State Partnership Plan 2.0 (SPP) for health medical benefits. The plan benefits shall be as set forth in the SPP effective on July 1, 2023, including any subsequent amendments or modifications made to the SPP by the State and its employee representatives. The administration of the SPP, including open enrollment, beneficiary eligibility and changes, and other administration provisions shall be as established by the SPP.
2. The premium rates shall be set by the SPP. Based on such rates, a blended rate will be established to provide the same rate to active and retired administrators in accordance with state statute.
3. The employee percentage share of such premium cost shall be 24.0% for the duration of the contract.
4. The SPP contains a Health Enhancement Plan (HEP) component. All employees participating in the SPP are subject to the terms and provisions of the HEP. In the event SPP administrators impose the HEP non-participation or noncompliance \$100 per month premium cost increase or the \$350 per participant to a maximum of \$1400 family annual deductible, those sums shall be paid 100% in their entirety by the non-participating or non-compliant employee. No portion or percentage shall be paid by the Board. The \$100 per month premium cost increase shall be implemented through payroll deduction, and the \$350/\$1400 annual deductible shall be implemented through claims administration.
5. In the event any of the following occur, the Board or the Union may reopen negotiations in accordance with Conn. Gen. Stat. Section 10-153f(e) as to the sole issue of health insurance, including plan design and plan funding, premium cost share and/or introduction of replacement medical insurance in whole or in part.
 - a. If the SPP in its current form is no longer available; or if the benefit plan design of the SPP is modified as a result of a change in the State's collective bargaining agreement with SEBAC, if such modifications would substantially increase the cost of the medical insurance plan offered herein. Reopener negotiations shall be limited to health insurance plan design and funding, premium cost share and/or introduction of an additional optional health insurance plan; and/or
 - b. If Conn. Gen. Stat. Section 3-123rrr et seq. is amended, or if there are any changes to the administration of the SPP, or if additional fees and/or charges for the SPP are imposed so as to affect the Board, any of which amendments, changes, fees or charges (individually or collectively) would substantially increase the cost of the medical insurance plan

offered herein. Reopener negotiations shall be limited to health insurance plan design and funding, premium cost share and/or introduction of an additional optional health insurance plan; and/or

6. In any negotiations triggered under subparagraph e above as well as negotiations for a successor to this collective bargaining agreement, the parties shall consider the High Deductible Health Plan with Health Savings Account set forth in Article VIII of the 2021-24 Agreement to be the baseline for such negotiations, and the parties shall consider the following additional factors:

- Trends in health insurance plan design outside of the SPP;
- The costs of different plan designs, including a high deductible health plan structure and a PPO plan structure.

Should such negotiations be submitted to arbitration for resolution, the arbitration panel shall consider the foregoing in applying the statutory criteria in making its ruling.

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.

E. Change of Insurance 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 AND DEDUCTIONS

- A. Deductions: The Board agrees to deduct from each administrator's pay an amount equal to the Association membership dues by means of payroll deductions, for those administrators who execute a written payroll deduction authorization. The Board will continue with such deductions unless it receives a written notice from the administrator revoking such authorization. The amount of the deduction for each paycheck shall be equal to the Association membership dues 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 shall be certified by the Association to the Board prior to the beginning of each July.
- B. 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.
- C. 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.
- D. 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.

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.
- 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 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, 2024 to June 30, 2027 at a salary rate as determined in this Article.

A. Salary Structure

1. The Superintendent shall have the discretion to hire a new administrator at a salary range of ten percent (10.0%) above or ten percent (10.0%) below the contractual salary rate of the incumbent administrator leaving the position being filled. For example, if the departing High School Principal was earning a salary rate of \$150,000, the Superintendent may hire the new High School Principal within a range of \$135,000-\$165,000. This provision only applies to new hires to the bargaining unit during their first year of employment in the bargaining unit. In the second year of employment, the position shall be placed on the salary schedule at the applicable salary year and rate of pay set forth in this Article.
2. 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.
3. Salaries for 2024-2025 reflect a 3.00% increase; 2025-2026 a 3.00% increase; and 2026-2027 a 3.00% increase. In addition, all assistant principal positions received a \$1,500 market adjustment salary increase prior to the GWI in the three years of the agreement.

	<u>2024-2025</u>	<u>2025-2026</u>	<u>2026-2027</u>
	<u>GWI</u>	<u>GWI</u>	<u>GWI</u>
	<u>3.00%</u>	<u>3.00%</u>	<u>3.00%</u>
SES Assistant Principal	\$122,707	\$127,933	\$133,316
SES Principal	\$154,671	\$159,311	\$164,090
MBA Assistant Principal	\$122,707	\$127,933	\$133,316
MBA Principal	\$159,279	\$164,058	\$168,979
SHS Assistant Principal	\$122,707	\$127,933	\$133,316
SHS Principal	\$170,916	\$176,044	\$181,325
Senior Director of Curriculum & Instructional Operations	\$161,275	\$166,114	\$171,097
Director of Pupil Services	\$170,351	\$175,461	\$180,725
Coordinator of Pupil Services	\$122,707	\$127,933	\$133,316

4. In addition to the base annual salaries set forth above, the SES Assistant Principal shall work ten (10) days beyond his/her work year of 205 days, at the position's per diem rate and the Coordinator of Pupil Services shall work eight (8) days beyond his/her work year of 205 days, at the position's per diem rate. The below charts illustrate the additional days and per diem rates.

SES Assistant Principal	<u>2024-25</u>	<u>2025-26</u>	<u>2026-27</u>
205 Day Per Diem	\$598.57	\$624.06	\$650.32
Additional Work Days	10	10	10
Additional Pay	\$5,985.71	\$6,240.64	\$6,503.23

Coordinator of Pupil Services	<u>2024-25</u>	<u>2025-26</u>	<u>2026-27</u>
205 Day Per Diem	\$598.57	\$624.06	\$650.32
Additional Work Days	8	8	8
Additional Pay	\$4,788.57	\$4,992.52	\$5,202.58

5. The annual base salaries of administrators shall be the sum of (a) the cash compensation set forth in Section 3 made in periodic payments in accordance with the established pay dates for the school district, and (b) an additional payment of \$750 in the 2024-25 contract year, \$750 in the 2025-26 contract year, and \$1,000 in the 2026-27 contract year to be paid to administrators in

substantially equal installments during the contract year as to which amount administrators will arrange to have an elective deferral deducted from their salary on a pre-tax basis as permitted under Section 403(b)(12)(A)(ii) of the Internal Revenue Code, as amended, and then contributed toward the purchase of a 403(b) annuity with a tax sheltered annuity company of their choosing.

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.

C. Remote Work

In the event the Somers Public Schools are closed, but Central Office remains open, due to inclement weather, administrators shall have the option to work at home, subject to the approval of the Superintendent of Schools.

ARTICLE XII - JUST CAUSE

No administrator shall be disciplined without just cause.

ARTICLE XIII - PROTECTION OF ADMINISTRATORS

Administrators shall be held harmless in accordance with C.G.S. 10-235 and 10-236(b) of the Connecticut General Statutes, as may be amended from time to time. This provision is not subject to the grievance procedure under the contract.

ARTICLE XIV - DURATION OF AGREEMENT

- A. The provisions of the agreement shall be effective on July 1, 2024 and shall remain in full force and effect until June 30, 2027 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 30^{th day} of November, 2023.

SOMERS BOARD OF EDUCATION

SOMERS ADMINISTRATORS'
ASSOCIATION

By: [Signature]

By: [Signature]

Dated: 11/30/23

Dated: 11/30/2023

Shannon E. Burns (witness)

APPENDIX ASIDEBAR 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.