

AGREEMENT

BETWEEN

BROOKFIELD BOARD OF EDUCATION

AND

BROOKFIELD ADMINISTRATORS ASSOCIATION

For the Period July 1, 2013 to June 30, 2016

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ARTICLE I
RECOGNITION AND BOARD RIGHTS

Section 1

For purposes of negotiations concerning §10-153b through §10-153d of the Connecticut General Statutes, the Brookfield Board of Education (herein referred to as the “Board”) hereby recognizes the Brookfield Administrator’s Association (herein referred to as the “Association”) as exclusive bargaining representative for the following certified professional employees:

Certified professional employees of the Board who are employed by the Board in positions requiring an intermediate administrator or supervisor certificate, or the equivalent thereof, and which are not otherwise excluded from the purview of the Agreement by Section 2 hereof or §§10-153 to 10-153g, inclusive, of the Connecticut General Statutes.

Section 2

The Superintendent of Schools, Associate Superintendents, Assistant Superintendents, Director of Finance, certified professional employees who act for the Board in negotiations with certified professional personnel or who are directly responsible to the Board for personnel relations or budget preparation, temporary substitutes and all other employees of the Board will not be included in the bargaining unit covered by this Agreement or represented by the Association for the purpose of collective bargaining.

Section 3

The Association recognizes that the Board has and will continue to retain, whether exercised or not, the sole and unquestioned right, responsibility and prerogative to direct the operation of the public schools in the Town of Brookfield in all its aspects, including but not limited to the following: to assign all work to employees or other persons; to select, hire, demote and promote employees; to transfer and layoff employees; to determine work schedules and hours of work; to establish and continue policies, practices and procedures for the conduct of business and the management of operations; and, from time to time, to change or abolish such policies, practices or procedures. These rights, responsibilities and prerogatives shall not be exercised in a manner inconsistent with or in violation of the specific terms or provisions of this Agreement.

Section 4

As used in this Agreement, the words “administrator” and the “administrators” are defined to include those employees of the Board who are the bargaining unit described in Section 1 hereof.

Section 5

The terms “Board of Education” or “Board”, as used in this Agreement, shall mean the Board or its designee. The terms “Superintendent of Schools” or “Superintendent”, as used in this Agreement, shall mean the Superintendent or his or her designee.

ARTICLE II
SALARIES FOR ADMINISTRATORS

Section 1

Hiring ranges for new administrators during the term of this Agreement, July 1, 2013 through June 30, 2016, will be as follows:

<u>Level</u>	<u>Classification</u>	<u>Work Year</u>	<u>2013-2014 Min/Max</u>	<u>2014-2015 Min/Max</u>	<u>2015-2016 Min/Max</u>
I.	H.S. and Middle School Principal	12 months	128,911.09-146,489.86	132,456.14-150,518.33	135,767.54-154,281.29
IA.	Dir. Of Spec. Ed. & Supp. Srvs.	12 months	126,498.77-143,701.68	129,977.75-147,653.48	133,266.43-151,344.81
II.	Ele. Principal and H.S. Associate Principal	12 months	113,851.95-129,377.23	116,982.88-132,935.10	119,907.45-136,258.48
III.	H.S. Ass't. Principal & Supervisor of Sp Ed	12 months	108,911.46-123,763.01	111,906.52-127,166.49	114,704.18-130,345.66
IV.	Director of Instruction	11 months	101,751.02-115,626.17	104,549.18-118,805.89	107,162.91-121,776.03
V.	Ele. & Middle School Ass't. Principal Dean of Students/ Director of Athletics	11 months	96,748.32-109,941.27	99,408.90-112,964.65	101,894.12-115,788.77
VI.	Curriculum Specialist	197 days	90,331.28-102,649.17	92,815.39-105,472.02	95,135.77-108,108.82
VII.	Dept. Head	197 days	87,505.64-99,438.23	89,912.05-102,172.79	92,159.85-104,727.10

Section 2

- a. Except as otherwise provided below, employee salaries shall increase by the following percentage in each year of this Agreement:

July 1, 2013 - June 30, 2014	2.75%
July 1, 2014 - June 30, 2015	2.75%
July 1, 2015 - June 30, 2016	2.50%

Effective July 1, 2013 and continuing thereafter, any employees who are paid above the maximum salary for the position, as referenced above, shall receive the general wage increase provided above in each year except that Mr. Sapienza shall be red circled at his rate in effect during the 2012-2013 year and his then-current compensation will only be increased by one percent (1%) per year during the term of this Agreement.

- b. All evaluations shall be done by the Superintendent of Schools or his/her designee, which may include members of the bargaining unit.

c. Effective July 1, 2007, notwithstanding other provisions of this Article, the Board of Education shall grant administrators, who have completed at least one (1) year of service in their current bargaining unit position and who are not already placed at or above the maximum salary of the salary or hiring range for such position, annual salary adjustments for each consecutive year they continue in such position until the administrator attains the maximum salary of the salary or hiring range of said position as follows:

1st year of adjustment – 92% of the difference between (i) the administrator's previous year's salary, excluding any longevity or degree stipend, enhanced by any general wage increase to be applied in the first adjustment year and (ii) the maximum salary of the salary or hiring range established for the position in such first adjustment year. This adjustment shall be added to, and become a part of, the administrator's salary for such year.

2nd year of adjustment – 96% of the difference between (i) the administrator's previous year's salary (adjustment year one), excluding any longevity or degree stipend, enhanced by any general wage increase to be applied in the second adjustment year and (ii) the maximum salary of the salary or hiring range established for the position in such second adjustment year. This adjustment shall be added to, and become a part of, the administrator's salary for such year.

3rd year of adjustment – 100% of the difference between (i) the administrator's previous year's salary (second adjustment year), excluding any longevity or degree stipend, enhanced by any general wage increase to be applied in the third adjustment year and (ii) the maximum salary of the salary or hiring range established for the position in such third adjustment year. This adjustment shall be added to, and become a part of, the administrator's salary for such year.

d. Notwithstanding other provisions of this Article, the Board of Education may grant an administrator a salary adjustment of not more than four (4%) percent in the event that an equity adjustment is required to maintain an appropriate relationship to salaries of other certified staff.

e. The above increases shall not restrict change due to reassignment from one level to another.

Section 3

- a. In-town travel for those administrator’s whose job requires them to travel during the school day between schools and the municipal building as well as authorized out-of-town travel, will be paid at the rate per mile allowable by federal Internal Revenue Service regulations.
- b. Statements regarding mileage reimbursement are to be submitted every two (2) months.

**ARTICLE III
WORK CONTINUITY**

Section 1

Neither the Association nor any administrator, individually or collectively, will engage in, support or encourage any strike, curtailment or restriction of work.

**ARTICLE IV
SAVINGS CLAUSE**

Section 1

If any provision of this Agreement is, or shall at any time, be found to be contrary to law, then such provision shall not be applicable or performed or enforced, except to the extent permitted by law, and the Association and the Board shall jointly consider the effect of such findings and determine future action, if any, with respect to the area of such provision, including the right of either party to demand impact bargaining pursuant to Section 10-153f(e) of Connecticut General Statutes, if any. All other provisions of this Agreement shall continue in effect.

**ARTICLE V
WORK YEAR, VACATIONS AND HOLIDAYS**

Section 1

The annual salary payable to an administrator pursuant to Article II hereof will cover the following period during each year.

- a. For twelve (12) month administrators (Level I - III): 52 weeks – 48 weeks assigned work and four (4) weeks (20) days paid vacation; twenty-five (25) days vacation after seven (7) consecutive years of total employment in the Brookfield school system.
- b. For eleven (11) month administrators (Level IV and V) hired to commence work before July 1, 1997: 48 weeks – 44 weeks assigned work and four (4) weeks (20 days) paid vacation. For eleven (11) month administrators (Level IV and V) hired to commence work on or after July 1, 1997: 48 weeks – 46 weeks assigned work and 2 weeks paid vacation. Eleven (11) month employees (Level IV and V) are not eligible for an additional five (5) days after seven (7) consecutive years of total employment in the Brookfield school system.

- c. Department heads and secondary school curriculum specialists shall not be entitled to vacation.

Section 2

- a. Vacation time off will normally be scheduled by the Superintendent when school is not in session. The Superintendent will make a reasonable effort to accommodate an administrator's request for vacation time off, subject to the needs of the system.
- b. Vacation time off may not be accumulated from fiscal year to fiscal year, except as mutually agreed upon by the Superintendent, and in no event shall more than a total of five (5) unused vacation days per year be accumulated up to a maximum total of ten (10) unused vacation days in excess of the administrator's annual allotment. Such accumulated vacation time (a maximum of 10 days) shall, if unused, be paid to the administrator following separation from service.

Section 3

Paid holidays recognized by the Board for 11 and 12 month administrators are as follows provided the holiday falls within the administrators' work schedule:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
Lincoln's Birthday	Veteran's Day
Washington's Birthday	Thanksgiving Day
Good Friday	Day after Thanksgiving
Memorial Day	Day before Christmas
Independence Day	Christmas Day

The above holidays shall be celebrated on the date declared by the state or federal government, or in lieu thereof, by the Board of Education, as the official day of celebration and only when school is not in session. In the event such a holiday falls on a school day, administrators shall be granted another non-school day off with pay.

ARTICLE VI
INSURANCE BENEFITS

Section 1

The Board of Education shall provide individual, two-person or family health insurance coverage as listed below for each administrator who wishes to participate.

- a. The Board shall provide individual, two-person or family insurance benefits with the terms below, or comparable ones, for each administrator who wishes to participate:

High Deductible PPO

1. In-Network:

- Deductible \$2,000/\$4,000
- In-Network Coinsurance All services covered at 100% after deductible
- Preventive Services Covered at 100%, not subject to deductible
- Office Visit Co-pay Subject to deductible, then 100%
- Emergency Room Co-pay Subject to deductible, then 100%
- In-Patient Co-pay Subject to deductible, then 100%
- Outpatient Co-pay Subject to deductible, then 100%

2. Out-of-Network

- Deductible \$2,000/\$4,000
- Co-insurance All services covered at 80% after deductible
- Out of Pocket Max (incl. deductible) \$4,000/\$8,000

3. Pharmacy Benefits

- Retail Co-pay Subject to deductible
- Mail Order Co-pay Subject to deductible
- Maximum None

4. Dental coverage under a flexible benefit insurance plan. Diagnostic and preventive services payable at 100%. \$25.00 individual and \$50.00 family deductible per calendar year share between basic and major services. Basic services payable at 80% and subject to deductible. Major services payable at 50% and subject to deductible. Maximum of \$1,000 per person per calendar year.

5. Annual premium sharing will be made by the administrator through payroll deduction of twenty-one (21) equal payments, as determined by the Superintendent, whereby the administrator will contribute the following sums toward premium or medical, dental and health costs based on the allocation rates or premium rates as applicable:

	<u>2013-2014</u>	<u>2014-2015</u>	<u>2015-2016</u>
Individual coverage premium sharing	18.0%	18.0%	19.0%
Two-person coverage premium sharing	18.0%	18.0%	19.0%
Family coverage premium sharing	18.0%	18.0%	19.0%

The Board shall fund the Administrators' deductible by deposit to an HSA in the following percentage amounts of the total deductible in each year:

2013-2014	45%
2014-2015	40%
2015-2016	30%

To be eligible to participate in the medical, dental and prescription plans, each administrator must submit a written wage deduction authorization permitting the Board to deduct from the administrator's salary his or her share of the cost of benefits. An administrator may withdraw from full coverage at his or her option. Reinstatement of discontinued benefits is subject to the Board's insurance plan.

Mr. Sapienza will be offered the option to participate in the High Deductible PPO or the Comp Mix Plan offered to other Board employees and he will have to make his selection between the two on or before June 15, 2013. If he elects to continue to participate in the Comp Mix Plan, he will pay one hundred percent (100%) of the premium costs by which the cost of premiums for the Comp Mix Plan exceed the Board's costs for premiums for the High Deductible PPO.

- b. Long-term disability coverage for administrators who become totally and permanently disabled, in accordance with the following:
1. Monthly benefit payments equal to 66-2/3% of the administrator's monthly salary in effect on the administrator's last day worked (the then current annual salary divided by twelve (12) up to a maximum benefit payment of \$4,500).
 2. Benefit payments hereunder will be reduced by the amount of any benefits paid to or on the behalf of the administrator which are funded by the Board or the Town of Brookfield.
 3. Benefit payments to eligible administrators will begin after the expiration of six (6) months following the administrator's last day worked.
 4. Upon commencement of disability payments hereunder, the disabled administrator may apply his or her unused accumulated sick leave days and receive payment thereof at the rate of two (2) sick leave days per calendar week during the period of disability as a payment supplemental to the benefit payments provided for herein until his or her unused accumulated sick leave days are exhausted or benefit payments cease, provided that in no case shall the administrator's gross pay from all sources, calculated on an annual basis, exceed the administrator's annual salary as of the administrator's last day worked.

5. Benefit payments will cease when the disability abates or when the administrator first becomes eligible to receive retirement benefits (other than disability retirement benefits funded solely by the administrator) whichever is sooner, but in no event will benefits be paid hereunder beyond the month in which the administrator reaches age 65.

Section 2

The Board will provide group term life insurance benefits, at no cost to the individual, in the amount of three (3) times the gross salary for each administrator rounded to the nearest thousand to a maximum of \$300,000.

Section 3

Changes in insurance coverage will become effective on the anniversary date of the policy.

Section 4

In lieu of establishing and funding a Health Trust, the Board shall add \$750 to each administrator's 2007-08 base salary. Such payment shall be added after the 2007-08 general wage increase is applied.

Section 5

Notwithstanding any other provision of this Agreement to the contrary, the Board retains the right to change health carriers, administrators or managed care organization or to self insure in whole or in part, provided that any such change results in the provision of benefits that are substantially similar to those offered previously. Any disputes between the Board and the Association regarding whether the provision of benefits would be substantially similar to those offered previously shall be resolved through expedited arbitration under the Expedited Labor Arbitration Rules of the American Arbitration Association prior to implementation of the change. The Board will notify the Association prior to any change. Disputes as to eligibility for benefits pursuant to any claim filed by an administrator are between the administrator involved and the insurance carrier and will not be subject to the grievance procedure set forth in Article VIII hereof.

ARTICLE VII **WORKERS' COMPENSATION**

Section 1

If an administrator is disabled to the extent he/she cannot perform his/her duties as a result of injuries received in the performance of professional duties arising out of and in the course of employment in the Brookfield School System, and such administrator is eligible to receive Workers' Compensation lost time benefits, the Board will pay the difference between Workers' Compensation benefits and the administrator's regular base salary for not more than thirteen (13) weeks provided that no administrator shall receive an aggregate income from both Workers' Compensation and the amount the Board pays in excess of the net compensation he would receive if he were not disabled.

Section 2

An administrator disabled under Workers' Compensation for more than thirteen (13) weeks may, at his option elect to receive make up pay to the extent that such administrator has accumulated sick leave. Such makeup pay shall be pro-rated and chargeable against the administrator's sick leave.

Section 3

Administrators must submit medical substantiation of their disability at such times as the Board and/or Superintendent of Schools deem necessary.

Section 4

Notwithstanding Sections 1 and 2 hereof, the Association does not waive any entitlements provided to administrators under C.G.S. §10-236a.

ARTICLE VIII
GRIEVANCE PROCEDURE

Section 1 – Purpose

The purpose of this grievance procedure is to secure, at the lowest possible administrative level, prompt and equitable solutions to problems that may arise.

Section 2 – Definition

A “grievance” is defined as any claim violation, misinterpretation or inequitable application of the terms or provisions of this Agreement, or of failure to follow established procedures of the evaluation program as specified in C.G.S. §10-151b, except any matter which, by law, is specifically prohibited from being administered under the grievance procedure. “Grievant” shall be defined as an individual administrator, a group of administrators similarly affected by a grievance, or the Association; provided, however, for an administrator to be covered by a grievance filed by a group of administrators or by the Association, the grievance must be filed in a timely manner as specified below with respect to such administrator.

Section 3

Any administrator considering himself or herself aggrieved should first discuss the matter informally with his or her non-bargaining unit supervisor for the purpose of adjusting the grievance or complaint on an informal basis, but such informal process shall not stay the grievance timeline. Such administrator is hereinafter referred to as the “grievant.” If not resolved satisfactorily, the grievant may progress to Stage I by filing a written grievance within twenty (20) work days of the date he or she knew of the alleged violation, misinterpretation, or inequitable application of terms or provisions of this Agreement.

Stage I. The grievant shall present his or her grievance, in writing, to the Superintendent or his or her designee setting forth the act, condition, or the grounds upon which the grievance is based, and the suggested remedy sought. The Superintendent or his or her designee shall render a written determination on the grievance within ten (10) working days or it automatically proceeds to Stage

II. The Superintendent may elect to meet with the grievant during the ten (10) working day period within which the Superintendent's determination must be rendered.

Stage II. If the grievant is not satisfied with the disposition of his or her grievance at Stage I, or if no written decision has been rendered within ten (10) working days after it was presented at Stage I, the grievant may file the grievance with the Board. The Board, or a committee of Board members who shall have the authority to act for the entire Board, shall conduct a hearing on the grievance.

Such hearing shall take place within fifteen (15) working days after the submission of the grievance to the Board. Within fifteen (15) working days after the conclusion of the hearing, the Board shall render, in writing, a decision.

Section 4

In the event a grievance shall not be settled under the procedures as outlined in Stage I and Stage II, then, within five (5) working days after the Board's decision is received, the grievant may request of the President of the Association that the grievance be submitted to arbitration.

Section 5

The Association unit may, within five (5) days after receipt of such request, submit the grievance to arbitration by so notifying the Board in writing.

The Chairman of the Board and the 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.

Section 6

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 interest as he/she shall deem requisite.

The arbitrator shall, within thirty (30) days of the close of the hearing, 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.

The arbitrator shall have no power to amend, modify or add to either this Agreement or Board policies.

Fees and expense of the arbitration shall be borne equally by both parties.

Section 7 – Rights of Administrators to Representation

No reprisals of any kind shall be taken by either party or by any representative of the Board against any participant in the grievance procedure by reason of such participation.

Any party in interest may be represented at Stages I and II of the formal grievance procedure by a person of his/her own choosing, except that he/she may not be represented by a representative or by an officer of any administrator organization other than the Brookfield Administrators' Association. When an administrator is not represented by the Association, the Brookfield Administrators' Association shall have the right to state its view.

The Association and/or the Board may, if they so desire, call upon any professional services for consultation and assistance at any stage of the procedure.

Section 8 – Miscellaneous

All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

ARTICLE IX
SICK LEAVE

Section 1

Each administrator shall be allowed twenty (20) working days of sick leave with full pay each school year.

Section 2

Sick leave shall be cumulative to one hundred ninety (190) days so long as the administrator does not resign or is otherwise terminated.

Section 3

Any currently employed administrator who has at least twelve (12) years of continuous service in the Brookfield School System, shall upon termination of employment, receive compensation for all unused and accumulated sick leave which, in any event, shall not be more than 180 days at the rate of Sixty (\$60) Dollars per accumulated day.

Section 4

The Board retains the right to verify the reason for any absence for which sick leave is requested by requiring a physician's certificate. In addition, the Superintendent may require the administrator to undergo an examination by a Board-appointed physician at Board expense. With respect to any administrator granted a paid or unpaid long-term leave of absence for medical reasons, the Superintendent may periodically require such administrator to provide a statement from his or her physician indicating the nature of the administrator's injury or illness, the anticipated duration of the leave, and the fitness of the administrator to return to work. In these circumstances, the Superintendent may require such administrator to undergo an examination by a Board-appointed physician at Board expense.

ARTICLE X
EMERGENCY DAYS

An “emergency day” is hereby defined as a day of absence which is necessitated by any of the following events which prevents the administrator from reporting to work as scheduled:

- (a) Marriage of self or children or of parents, siblings or siblings of spouse where attendance at ceremony requires absence of administrator from school;
- (b) Serious illness within the administrator’s immediate family (defined as the administrator’s spouse, parent (including in-laws), child (including in-laws), grandchild, grandparent, sibling (including in-laws), stepchild or foster child) for whose care the administrator is responsible;
- (c) High school or college graduation exercises for graduation of self, spouse, son, daughter, or siblings where attendance at ceremony requires absence of administrator from school;
- (d) Birth of child by wife, requiring absence of administrator from school;
- (e) Obligatory legal reasons requiring the absence of administrator from school;
- (f) Personal matters which are necessary and unavoidable and which cannot be scheduled outside of the school day upon approval of the Superintendent;
- (g) Religious observances which require that no work be performed during the hours of the administrator’s work day.

No administrator may use more than three (3) emergency days in any employment year. Additional emergency days may be granted in extreme cases subject to approval of the Superintendent.

Permission for emergency days must be requested in writing setting forth the reasons therefore, and must be submitted to the Superintendent at least twenty-four (24) hours prior to the requested use. If the emergency is so urgent as to make twenty-four (24) hours notice impossible, the request shall be made orally as soon as practicable either in person or by telephone, to the Superintendent and must later be confirmed in writing. Necessity will be decided by the Superintendent in response to each individual request for permission to use an emergency day or days.

ARTICLE XI
SABBATICAL LEAVE

Section 1

A sabbatical leave may be granted, after five (5) consecutive years of employment in Brookfield, for a period of one-half (1/2) or one (1) school year to an administrator upon the recommendation of the Superintendent and the approval of the Board.

Section 2

The purpose of the sabbatical leave would be for professional study or improvement which would result in a major contribution to improving the quality of education in Brookfield.

Section 3

A sabbatical leave shall be for (a) half an academic year at full annual salary or (b) a full academic year at 75% annual salary rate provided that the total compensation of any program grant, scholarship, assistantship, or other compensation and sabbatical pay shall not exceed the administrator's full annual salary rate in the case of a half academic year leave or 75% annual salary rate in the case of a full academic year leave. Normal health and life insurance shall remain in effect while an administrator is on sabbatical leave.

Section 4

The administrator, as a condition to the acceptance of the sabbatical leave, shall agree to return to employment in the system for two (2) full years. In the event the administrator shall not so return for two (2) full years, the administrator shall reimburse the Board fully for all sabbatical payments, including the cost of insurance benefits, provided that in the case of extenuating circumstances, such as physical inability to return, the Board will review the necessity of the full reimbursement. To this end, an administrator shall execute a promissory note memorializing this legal obligation. Such note shall provide for the return of the principal, interest at the legal rate, and payment of the costs of collection, including reasonable attorney's fees.

ARTICLE XII
FAMILY AND MEDICAL LEAVE

Eligible employees may receive up to twelve (12) weeks of unpaid, job-protected leave on a rolling twelve (12) month basis for certain family and medical reasons, including:

- To care for an employees' child after birth
- Following placement of a child with an employee for adoption or foster care
- To care for an employee's immediate family member (spouse, child or parent) who has a serious health condition; and
- For an employee's own serious health condition that makes him/her unable to perform the essential functions of his/her job

Such leave will run concurrently with all appropriate paid leave available to the employee.

ARTICLE XIII
HOURS OF WORK

Section 1

In order to attain ultimate efficiency in the operation of the Brookfield Schools and to provide the best possible educational program to students served, it is essential for administrators to work a schedule which reasonably permits the flexibility necessary for the achievement of such goals. Administrators work schedule may, at times, involve work in and out of the school building and, frequently, outside the regular school day.

Section 2

The professional discretion of administrators in scheduling their hours of work shall be respected insofar as such discretion is reasonable and consistent with the amount of time deemed necessary to carry out their duties and responsibilities.

Section 3

It is understood that this Article does not preclude the setting of hours by the Board and the Superintendent when necessary.

ARTICLE XIV
NOTIFICATION OF VACANCIES

Section 1

Administrators will be notified of vacancies in positions which the Board desires to fill in the bargaining unit described in Section I of Article I hereof. Any administrator desiring to fill such vacancy must file an application with the Superintendent within the time period specified in such notification.

ARTICLE XV
LONGEVITY

Section 1

Longevity of service will be recognized in the 15th, 20th, and 25th year of educational service by the addition of \$950 per year. For purposes of this Article, educational service shall mean continuous years of teaching and administrative service in Brookfield and years of administrative service outside Brookfield. The last five (5) years of educational service must be as an administrator in Brookfield to qualify for this longevity payment. Longevity payments will be added to the basic salary computed in Article II. Only administrators hired to commence work before July 1, 1997 shall be eligible for this benefits.

ARTICLE XVI
TUITION

Section 1

During the normal school year administrators who, with the approval of the Board and/or Superintendent, undertake graduate studies beyond those needed for a full certification for the benefit of the Brookfield Schools, shall receive a minimum of 75% of the cost of tuition of those courses, upon successful completion, but for each administrator submitting a claim for reimbursement not to exceed a total claim of \$5,000 per contract year for courses completed within that year.

Section 2

For administrators commencing work in the bargaining unit on or after July 1, 2004, the following shall apply in lieu of Section 1:

During the normal school year administrators who, with the approval of the Board and/or Superintendent, undertake graduate studies beyond those needed for a full certification for the benefit of the Brookfield Schools, shall receive a minimum of 75% of the cost of tuition of those courses, upon successful completion with a grade of B or better or a pass in a pass/fail course. An administrator shall be entitled to a maximum reimbursement (after the application of the 75%) of \$2,000 per contract year and \$10,000 during his or her lifetime.

ARTICLE XVII
REDUCTION IN FORCE

Section 1

If it becomes necessary to layoff or displace bargaining unit personnel, it shall be on the basis of the Superintendent's assessment of administrator's certification, relevant qualifications, relative experience and seniority. The terms "qualifications" and "qualified" as used in this Article mean an assessment based on material in the administrator's performance evaluation and other unique abilities of the administrator. The term "experience" shall mean relative experience in the administrator's current job title and the position into which the administrator may be placed or be recalled.

- a. Any administrator relieved of his or her duties because of a reduction of staff or elimination of position may be offered an administrative opening (if one exists) in his or her job title within his or her classification based on the criteria set forth above.
- b. If the administrator is not placed in his or her job title within his or her classification, the displaced administrator may be offered the position of an administrator within his or her classification based on an application of the criteria set forth above.

- c. If the administrator is not placed within his or her classification, the displaced administrator may be offered a position in a lower classification based on an application of the criteria set forth above.
- d. If the displaced administrator is not placed in a lower classification, he or she may be placed in the teachers' bargaining unit in accordance with the criteria established by the Board and the teachers' bargaining unit representative, or in lieu thereof, by the Board.

Section 2

An administrator no longer employed in the school district shall have his or her name placed on a re-appointment list and he or she shall remain on such re-appointment list for two (2) years from the date of layoff, provided such administrator does not refuse a re-appointment. A laid-off administrator shall respond to a notice of recall within ten (10) calendar days from the date of the notice and shall return to work within twenty-one (21) calendar days from the date of notice or when the position becomes available, whichever occurs later. Failure to respond to the notice of recall shall result in the laid-off administrator's name being removed from the re-appointment list. The decision to re-appoint shall be based on the application of the criteria set forth in the first paragraph of Section 1.

Section 3

For the purpose of reduction in force, administrative positions will be assigned to the following classifications:

- I. High School Principal
- II. Middle School Principal
- III. Director of Special Education
- IV. Director of Instruction
- V. Elementary Principal
- VI. High School Assistant Principal
- VII. Elementary Assistant Principal, Middle School Assistant Principal, Dean of Students
- VIII. Curriculum Specialist, Department Chairpersons

Section 4

"Seniority" shall be determined by continuous length of administrative service in the system, including authorized paid or unpaid leaves and is to be established by the date initial administrative employment commences. Seniority shall not be broken by termination of employment due to reduction in force and shall accrue while on any re-appointment list if the former administrator is re-employed within two (2) years from termination of employment. If seniority is equal, it shall be determined by the date the former administrator signs his or her contract of employment assigning him or her to an administrative position in the bargaining unit. If seniority remains equal, the administrator with the most amount of Brookfield service, including administrative service, will have greater seniority. If the total amount of Brookfield service is equal, the administrator with the most amount of teaching and administrative service outside of Brookfield will be deemed to have greater seniority.

Section 5

Nothing in this Article shall require the promotion, assignment, re-appointment, or recall of an administrator to a position of higher rank, authority, work time, or compensation, even though the administrator whose contract is terminated or who is recalled or re-appointed is qualified and/or certified for the promotion or assignment.

Section 6

A non-tenured administrator shall have no layoff or recall rights under this Article; his or her layoff shall be determined by the Superintendent's overall assessment of his or her performance.

**ARTICLE XVIII
DISCIPLINE**

Section 1

No administrator shall be disciplined (exclusive of termination or non-renewal of contract) except for just cause.

**ARTICLE XIX
AGENCY SHOP**

Section 1

All administrators employed by the Brookfield Board of Education shall, as a condition of continued employment, join the Brookfield Administrators' 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.

Section 2

The Brookfield Board of Education 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 from each paycheck for membership dues shall be equal to the total Association membership dues divided by the number of paychecks from and including the first paycheck in July through and including the last paycheck in June. The amount of the deduction for service fee from each paycheck shall be equal to the total service fee divided by the number of paychecks from and including the first paycheck in July through and including the last paycheck in June. The Association shall, no later than June 1 prior to each contract year, give written notice to the Business Office of the amount of dues of those members of the Association, which are to be deducted in that school year under such authorization. The amount of service fee shall be certified by the Association to the Board of Education by June 1 prior to each contract year.

Section 3

Administrators commencing employment at any time during the school year shall only be responsible for that portion of the remaining school year's annual dues or service fees by means of deductions from the remaining paychecks for that school year.

Section 4

The right to refund to administrators monies deducted from their salaries under such authorization shall lie solely with the Association. The Association agrees to reimburse any employee for the amount of any dues deducted by the Board and paid to the Association, which deduction is by error, in excess of the proper deduction and agrees to hold the Board harmless from any claims of excessive deduction.

Section 5

No later than the first paycheck in October of each school year, the Board of Education shall provide the Association with a list of all employees of the Board of Education and the positions held by said employees. The Board shall notify the Association monthly of any changes in said list.

Section 6

The singular reference to the Association herein shall be interpreted as referring to the Brookfield Administrators' Association.

Section 7

The Association shall indemnify and save the Board and/or the district harmless against all claims, demands, suits, judgments or other forms of liability including attorney's fees and the cost of administrative hearings that shall or may arise out of, or by reason of, action taken by the Board of Education for the purpose of complying with the provisions of this article.

ARTICLE XX
DURATION

Section 1

This Agreement shall be in effect during the period July 1, 2013 and ending June 30, 2016; provided, however, the Board may reopen medical and health insurance in Article VI in the event the teachers' bargaining unit changes plan or plan design or enters negotiations over such change, but the premium share rates shall not be renegotiated.

Section 2

The Board and Association agree to negotiate in good faith in an effort to secure a successor agreement in accordance with the prevailing Connecticut General Statutes.

IN WITNESS WHEREOF, the Board of Education and the Administrators Association have considered this Agreement to be executed by their proper officers on this ___ day of _____, 2013.

BROOKFIELD BOARD OF EDUCATION

BROOKFIELD ADMINISTRATORS
ASSOCIATION

Chairman