

AGREEMENT

between the

BLOOMFIELD BOARD OF EDUCATION

and the

BLOOMFIELD ADMINISTRATORS ASSOCIATION

for the period

July 1, 2012-June 30, 2015

TABLE OF CONTENTS

	<u>Page</u>
Article I	Recognition.....1
Article II	New and Modified Positions.....1
Article III	Fair Practices.....2
Article IV	Board Right and Responsibilities.....3
Article V	Agency Shop.....3
Article VI	Reduction in Force and Termination.....4
Article VII	Grievance Procedure.....6
Article VIII	Compensation.....8
Article IX	Reimbursements.....8
Article X	Protection of Administrators.....9
Article XI	Leaves.....10
Article XII	Insurance Benefits.....13
Article XIII	No Strike Clause.....15
Article XIV	Holidays, Work Year and Vacations.....15
Article XV	Saving Clause.....16
Article XVI	Duration.....17
APPENDIX A	Compensation Schedules.....18
APPENDIX B	ANTHEM BCS Century Preferred.....20
APPENDIX C	ANTHEM BCS Health Savings Account PPO.....22

THIS AGREEMENT IS MADE AND TAKES EFFECT AS OF July 1, 2012 by and between THE BLOOMFIELD BOARD OF EDUCATION (hereinafter referred to as the "Board") and the BLOOMFIELD ADMINISTRATORS ASSOCIATION, LOCAL 21, SCHOOL ADMINISTRATORS AND SUPERVISORS ORGANIZING COMMITTEE, AFL-CIO (hereinafter referred to as "BAA" or "Association").

ARTICLE I

RECOGNITION AND TERM AND SCOPE OF CONTRACT

- 1.1 This Agreement is negotiated under Section 10-153 a-n of the Connecticut General Statutes, in order to fix for its term the salaries, hours, and other conditions of employment provided herein.
- 1.2 The Board recognizes the BAA as the exclusive bargaining representative for the entire unit consisting of all administrative and supervisory certified employees, excluding those employees excluded from such unit by virtue of 10-153(b) of the General Statutes.
- 1.3 Despite references herein to the Board and the BAA as such, each reserves the right to officially designate committee members as representatives to act in its behalf.
- 1.4 Nothing contained herein shall **be** construed to prevent any individual employee from informally discussing a complaint with his/her immediate supervisor.
- 1.5 The provisions of the contract apply equally to all members of the bargaining unit regardless of sex. The use of any pronoun or description in this Agreement which designates a particular sex shall be presumed to apply to each sex unless a contrary limitation is specified.

ARTICLE II

NEW AND MODIFIED POSITIONS

- 2.1 Whenever a new administrative position is to be established, during the life of this Agreement, that falls within the purview of the bargaining unit, the Board shall notify the Association in writing and will negotiate the impact, salary, and working conditions for such position prior to the time a person is employed to fill such position pursuant to Conn. Gen. Stat. Sec. 10-153f(e). If no agreement can be reached by the time of employment, the starting salary shall be the Board's last offer, until such time as the arbitration process is completed or an agreement is reached.
- 2.2 If an existing position in the administrative unit is substantially modified, the Board will notify the Association in writing and will negotiate with the Association with respect to the salary for such position pursuant to Conn. Gen. Stat. Sec. 10-153f(e). The Board shall respond to any written request for bargaining pursuant to this section within two weeks of receipt of such request.

ARTICLE III

FAIR PRACTICES

3.1 No administrator shall be disciplined (exclusive of oral reprimands and dismissal pursuant to §10-151 of the Connecticut General Statutes), or reduced in status or pay, except for just cause.

3.2 Grievance Against Administration

In the event that a grievance is filed against an administrator by any party, that administrator shall have the right to prior notice and an opportunity to be heard at all levels of the grievance procedure in which he/she is required to participate.

3.3 Personnel Files

a. No material originating after original employment shall be placed in an administrator's personnel file unless the administrator has been notified and has had an opportunity to review the material. The administrator may submit a written notation regarding any material, and the same shall be attached to the file copy of the material in question. If the administrator is asked to sign material placed in his/her file, such signature shall be understood to indicate his/her awareness of the material, but in no instance shall said signatures be interpreted to mean agreement with the content of the material.

b. Any substantive complaint filed with the superintendent against an administrator by any parent, student, or other person shall be called to the attention of the administrator within a reasonable time after the completion of the investigation of the complaint, which shall be done expeditiously, except in situations where an emergency dictates otherwise.

c. In no case shall any anonymous and/or unsubstantiated complaint be placed in any administrator's file.

3.4 Acting Administrators

a. A bargaining unit member appointed as an acting administrator shall serve in that capacity for a reasonable amount of time to permit the Board to exercise its selection process.

b. The superintendent shall make an effort to fill the position with a permanent appointment within a six (6) month time frame.

c. If no candidate is selected, the Superintendent, after discussion with the BAA, will repost the position.

3.5 An administrator promoted to a different administrative position in the bargaining unit shall be placed on a step of the salary schedule for the position into which he or she is promoted that provides an increase of at least one full increment over the administrator's previous salary.

ARTICLE IV

BOARD RIGHTS AND RESPONSIBILITIES

- 4.1 It is recognized that the Board retains and will continue to retain, whether exercised or not, the sole and unquestioned right, responsibility, and prerogative to direct the operation of the Bloomfield Public Schools in all its aspects including, but not limited to, the acquisition, control and regulation of all property, the employment and supervision of all employees, and the organization and administration of the program of the Bloomfield Public Schools.
- 4.2 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 this Agreement. No action taken by the Board with respect to such rights, responsibilities, and prerogatives, other than as there are specific provisions herein elsewhere contained shall be subject to the grievance provisions of this Agreement.
- 4.3 The salary schedules set forth in Appendix A are for the purpose of determining the compensation for positions that already exist in the bargaining unit. Positions may be created or eliminated by the Board in accordance with this contract. The Board reserves the right to transfer or assign bargaining unit members, subject to the provisions of the contract.

ARTICLE V

AGENCY SHOP

- 5.1 Dues Deduction and Service Fee
 - a. Conditions of Continued Employment

All administrators employed by the Board shall, as a condition of continued employment, join the BAA, or having joined, remain a member, or pay a service fee to the BAA, which shall be no greater than the proportion of union dues uniformly required of members to underwrite the cost of collective bargaining, contract administration and grievance adjustment. It is understood that the payment of such sum shall not constitute an agreement to become a member of the Association. Said service fee shall be determined by the BAA.

- b. Deductions

The Board agrees to deduct from each administrator an amount equal to the BAA membership dues or service fee by means of payroll deductions. The amount of the deduction from each paycheck shall be equal to the total BAA membership dues or service fee divided by the number of paychecks from and including the first paycheck in September through and including the last paycheck in June. The amount of BAA membership dues and service fee shall be certified by the BAA to the Board in writing not later than June 15 of each year of this contract, said certification to be in effect from the following July 1 to June 30. Deductions may be taken equally from all twenty-six (26) paychecks if the Board determines, in its sole discretion, that such a deduction schedule is more appropriate.

c. Subsequent Employment

Those administrators whose employment commences after the start of the school year shall pay a prorated amount equal to the percentage of the remaining school year.

d. Forwarding of Monies

The Board agrees to forward to the BAA each month a check for the amount of money deducted during that month. The Board shall include with such check a list of administrators from whom such deductions were made.

e. Save Harmless

The BAA shall indemnify and hold the Board and the Town of Bloomfield harmless against any and all claims, demands, liabilities, and lawsuits which may arise out of or by reason of actions taken by or against the Board and the Town of Bloomfield as a result of the administration or enforcement of this Article.

ARTICLE VI

REDUCTION IN FORCE AND TERMINATION

6.1 Reduction in Force and Termination

- a. For the purposes of this provision, a Reduction in Force (RIF) occurs when the Board eliminates an administrative position and/or reduces the number of administrators in the bargaining unit. The Association shall be given reasonable notice of contemplated reduction in force (RIF).
- b. Upon elimination of a position(s), no present member(s) of the administrators' bargaining unit who is qualified as noted in (c) below shall be removed from said unit if the substance of the essential duties of the eliminated positions continues to be assigned to a new position(s), if said positions represents a lateral or lower placement on that salary schedule, within the scope of Article I, Recognition.
- c. The determination of whether an administrator is qualified for the purposes of this provision shall be based upon the administrator's certification, performance (as determined from written evaluations prepared in accordance with established staff evaluation procedures), training, experience, academic background, and include the best interest of students, provided that departures from seniority shall not be implemented in an arbitrary and capricious manner.
- d. Any administrator with three or more years of administrative service to Bloomfield who is displaced to a different administrative position or a teaching position due to a reduction in force shall be paid his or her prior administrative salary for ninety days, after which time the displaced administrator shall be paid the salary for the new position to which he or she has been assigned.
- e. The Determination of whether an administrator is terminated as a result of Reduction in Force (RIF) shall be based upon the administrator's certification(s), performance (as determined from written evaluations prepared in accordance with established staff evaluation procedures), related educational training, relevant experience, and academic background as determined by available transcripts.

1. An administrator whose position is eliminated, including the substance of the essential duties of such position, shall be placed in an administrative position for which he/she is qualified (as set forth in 6.1(c) above). If there is a vacancy available in any position with the same title (e.g. elementary principal to elementary principal) as the position that has been eliminated, the administrator shall be placed in that position.
2. In the event there is no vacancy available, an administrator whose position has been eliminated, may “bump” an administrator with less seniority, in any position with the same title (e.g. elementary principal to elementary principal) as the position that has been eliminated.
3. For purposes of this provision, “seniority” shall be defined as the date that the administrator was appointed to a bargaining unit position. In determining whether a position is lateral or subordinate, the salary schedules for the positions shall be the determining criterion.
4. Any administrator who, as a result of a reduction in force, is left without an administrative position shall have the right to “bump” into the teacher bargaining unit based on the R.I.F. procedure in the teacher collective bargaining agreement.

f. Recall Procedure

- (i) The name of any administrator whose services have been terminated because of a RIF shall be placed on a reappointment list and remain on such list for **two** years, or the length of time the administrator has served in an administrative position in Bloomfield, whichever is less, provided such administrator does not refuse an appointment to an equivalent or more highly compensated position than that previously held and provided such administrator applies, in writing, by registered mail, for the retention of his/her name on said list on or before June 1st of each year subsequent to his/her termination.
- (ii) An administrator on the reappointment list shall receive a written offer of reappointment at least fifteen (15) days prior to the date of re-employment. The administrator shall accept or reject the appointment within ten (10) days. If he/she accepts the appointment, he/she shall receive a written contract at least five (5) days prior to the date of re-employment unless extended by mutual agreement.
- (iii) No new administrator shall be hired for an administrative position until all qualified persons on the reappointment list have been offered the position and have declined the offer (See 6.1 Subsection c for definition of "qualified"). In determining the order in which offers of reappointment will be made to qualified persons, preference shall be given to those earlier terminated.
- (iv) The temporary separation of an administrator shall not affect any fringe benefits earned and/or accumulated, or benefits to be earned and/or accumulated, when re-employed with the exception of salary schedule increments. An administrator who has been laid off pursuant to this Article may continue to participate in group insurance programs in which he/she was a member at the time of layoff after the applicable period of Board-paid benefits and until removal from the recall list provided he/she pays the full costs for the premium of such coverage and that the provisions of the appropriate group policy permit such continuation.

- g. Job Titles and Salary Groups
 - (i) High School Principal.
 - (ii) Elementary Principal, Intermediate School Principal, Middle School Principal, Big Picture High School Principal, Director of Student Support Services, Early Childhood Principal, Director of Assessment and Evaluation.
 - (iii) Assistant Director of Student Support Services, Middle School Vice Principal, Intermediate School Vice Principal, High School Vice Principal, Director of Arts.

ARTICLE VII

GRIEVANCE PROCEDURE

- 7.1 The purpose of the following grievance procedure shall be to settle equitably at the lowest possible administrative level issues which arise from time to time with respect to the salaries and working conditions of unit employees. The Board and Association agree that these proceedings shall be kept as informal and confidential as may be appropriate at any level of the procedure.
- 7.2 A “grievance” is defined as (1) a complaint by an employee covered by this Agreement that there has been to him/her a violation, misinterpretation or misapplication of any of the provisions of this Agreement or (2) a complaint by the BAA involving an alleged misapplication or misinterpretation of this Agreement; or (3) a claim that there has been a failure to follow established procedures of the school district’s evaluation program.
- 7.3 The procedure shall provide for two phases of grievance processing: Formal and Informal. Since it is important that grievances or disputes be initiated and processed as rapidly as possible, the number of days indicated at each level should be considered as maximum and every effort should be made to expedite the process.
- 7.4 In the event a grievance is filed on or after June 1, but before the reopening of school, the time limits set forth herein will be read as weekdays (Monday through Friday exclusive of holidays) rather than school days
- 7.5 Informal Procedure
 - a. If an employee believes that he/she has a grievance, the employee must first discuss the matter with his/her immediate supervisor in an effort to resolve the problem informally.
 - b. If, after such discussion, the employee is not satisfied with the disposition of the matter, the employee shall have the right to have the Association assist in further efforts to resolve the problem informally with the aforesaid supervisor.
- 7.6 Formal Procedure
 - a. Level One - Immediate Supervisor

An employee with a grievance not resolved through the informal procedure shall submit the grievance in writing within fifteen (15) school days of the occurrence of the event giving rise to it and discuss it with his/her immediate supervisor with the objective of resolving the matter within fifteen (15) days. Employees whose immediate supervisor is the Superintendent of Schools shall initiate the grievance procedure at Level Two and shall be required to submit the grievance to the Superintendent within fifteen (15) days school days of the occurrence of the event giving rise to it.

b. Level Two - Superintendent of Schools

In the event that such aggrieved employee is not satisfied with the disposition of the grievance at Level One, or in the event that no decision has been rendered within five (5) school days after presentation of the grievance, the employee may file the written grievance with the Superintendent within five (5) school days after the decision at Level One or ten (10) school days after the grievance was first presented at Level One, whichever is sooner. The grievance shall be in writing and shall specify the grievance asserted, the section of the contract alleged to be involved and its disposition at Level One, if any.

Within ten (10) school days after receipt of the written grievance by the Superintendent, the Superintendent shall meet with the aggrieved member of the unit and/or the President of the Association or designee. The Superintendent shall, within five (5) school days after such meeting, render his decision and the reasons therefore, in writing, to the aggrieved administrator, with a copy to the Association.

c. Level Three - Impartial Arbitration

(1) If the grievance is not settled at Level Two, it may be submitted, at the request of the Association only, to arbitration. The Arbitrator shall be selected from a list or lists submitted by the American Arbitration Association, the filing of which shall be accomplished no later than ten (10) days after receipt of the written answer of the Superintendent under Level Two above or within thirty-five (35) days of submission to the Superintendent, whichever is sooner.

(2) The arbitrator designated shall hear and decide only one (1) grievance at a time. The award shall be final and binding as provided by law. The arbitrator shall be bound by and must comply with all the terms of this Agreement and shall have no power to add or subtract from, or in any way modify the provisions of this Agreement. The cost of arbitration shall be borne equally by both parties.

7.8 Miscellaneous

a. If, in the judgment of the Association, a grievance affects a group or class of members of the unit, the Association may process such grievance through all levels of the grievance procedure.

- b. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
- c. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations shall be prepared and approved by the Board and the Association.
- d. Any grievance not processed within the time limits set for each level of the grievance procedure in this Article shall be deemed to have been waived.
- e. At all levels of the grievance procedure the aggrieved party shall have the right to BAA representation.
- f. The parties may extend the time limit at each level by mutual agreement. Any such agreement shall be in writing and signed by both parties.

ARTICLE VIII

COMPENSATION

- 8.1 For the school years July 1, 2012 to June 30, 2015, the salaries of all unit employees shall be in accordance with the salary provisions set forth in Appendix A, which are attached hereto and made a part hereof.
- 8.2 **Withholding Salary**
The Board shall have the right to withhold an annual increment or increase for just cause.
- 8.3 **Longevity**
A longevity payment of six hundred dollars (\$600) will be paid annually to administrators with twenty (20) or more years of experience in the Bloomfield School System.
- 8.4 **Direct Deposit**
All administrators shall be paid via direct deposit.

ARTICLE IX

REIMBURSEMENTS

- 9.1 **Travel Reimbursement**
 - a. All administrators shall be reimbursed at the then-current IRS rate for travel by automobile on school business. School business shall include, but not be limited to, travel between buildings in Bloomfield during the school day and travel to and from Bloomfield for conferences and workshops. Travel to and from home for evening meetings, performances, athletic events and the like shall not be deemed business travel for the purpose of this provision.

b. Administrators seeking payment of the travel reimbursement described above shall request same on a form prescribed by the Business Office on the last day of the month. Such form shall require the administrator to list each trip for which a travel reimbursement is sought, its purpose and the mileage attributable thereto. Reimbursement shall be made on a monthly basis.

9.2 The Board will reimburse up to two hundred dollars (\$200) annually toward the cost of dues for mutually agreed upon professional organizations.

9.3 The Board will reimburse any administrator for clothing damaged or destroyed as a result of defective equipment or furniture and/or student negligence or malice. The Board will also reimburse an administrator under the same conditions stated above for eyeglasses, contact lenses, hearing aids, medical and dental appliances or watches, not to exceed two hundred (\$200) per occurrence. Any administrator who wishes to file a claim for reimbursement under this paragraph must notify the Business Office by the end of the next school day immediately following the incident giving rise to the claim.

9.4 A fund of one thousand dollars (\$1,000) shall be established solely for the purpose of reimbursing administrators for verifiable automobile vandalism on school property that is not reimbursable under the deductible clause of the administrator's automobile insurance, or if the employee makes no claim for insurance reimbursement. Any administrator who wishes to file a claim for reimbursement under this paragraph must notify the Business Office by the end of the school day immediately following the incident giving rise to the claim.

All claims will be held until the end of the fiscal year and repaid in full or prorated if the total of verifiable claims exceeds the fund total. It is agreed that an administrator filing for reimbursement for automobile vandalism will provide a statement that no claim is filed with the administrator's insurance carrier for reimbursement, except for any deductible that is not covered by the carrier.

9.5 The Board agrees to payment of the cost of tuition for up to 2 graduate courses per year, per administrator, subject to the approval of the Superintendent. Reimbursement is limited to \$750 per course or the actual cost of tuition, whichever is less. Such compensation is contingent upon successful completion of said courses.

ARTICLE X

PROTECTION OF ADMINISTRATORS

10.1 Administrators shall report immediately in writing to the superintendent or his or her designee all cases of assaults suffered by them in connection with their employment.

- 10.2 Whenever an administrator is absent from school as a result of personal injury caused by an assault arising out of and in the course of his/her employment, he/she shall be paid his/her full salary for the period of such absence without having such absence charged to annual sick leave or accumulated sick leave. Any amount of salary payable pursuant to this Section shall be reduced by the amount of any workers' compensation award received due to the injury as well as by any payments received under the long term disability insurance coverages provided under this Agreement, said reduction to remain in effect during the period for which salary continuation is made under this Section. The Board shall have the right to have the administrator examined by a physician designated by the Board for the purpose of establishing the length of time during which the administrator is temporarily disabled from performing his duties, and, in the event that there is no adjudication in the appropriate workers' compensation proceeding for the period of temporary disability, the opinion of the said physician as to the said period shall control.

ARTICLE XI

LEAVES

11.1 Annual Sick Leave

All twelve-month administrators will receive twenty (20) days sick leave with full pay in each school year for personal illness, including illness related to the child-bearing process, quarantine, or absence because of injury.

11.2 Accumulated Sick Leave

Unused sick leave for twelve month administrators will be cumulative to two hundred forty (240) days, so long as the employee remains continuously in the employ of the Board.

- 11.3 Administrators working less than full year will receive fifteen (15) days sick leave with full pay in each school year for personal illness, including illness related to the child-bearing process, quarantine, or absence because of injury.

- 11.4 Unused sick leave for administrators working less than a full year will be cumulative to two hundred twenty (220) days.

- 11.5 Injuries sustained in the performance of duties shall not be charged against sick leaves, except where a such leave is not compensable.

- 11.6 The Board may grant an extension of sick leave depending on the nature of the illness, the circumstances involved, or the service record of the employee. The decision regarding whether or not to grant such an extension shall be in the Board's sole discretion and shall not be subject to the grievance procedure.

- 11.7 In the event of absence of an employee for illness in excess of five (5) consecutive working days, or any other pattern of absence deemed by the Superintendent to give cause for concern, the Superintendent may require the filing of a doctor's statement.

11.8 Personal Leave

A total of six (6) additional days without salary deduction shall be allowed for the following:

- a. Serious illness or death in the immediate family or household, e.g., father, mother, brother, sister, husband, wife, sons, daughters, close friend, or in-laws.
- b. For any bona fide purpose that cannot be accomplished outside of school hours. Personal leave shall not be for the purpose of extending a vacation period. Each administrator shall submit any request for personal leave at least forty-eight (48) hours in advance, except in cases of emergency. Each request shall set forth the specific reason for the requested leave.
 - (1) The term "bona fide purpose" is recognized by both parties to this Agreement as meaning such purposes as moving one's domicile, court appearances, legal matters, graduation of the employee or a member of the immediate family from an institution of learning, or other business of a personal nature that demands the employee's presence.
 - (2) At no time is personal leave to be taken to extend a vacation (two or more consecutive non-school days not including Saturday and Sunday) or for any purpose that might be deemed essentially social or recreational.
 - (3) Religious holiday leave shall be limited to three (3) days per school year.
 - (4) All requests for personal leave shall be submitted to the immediate supervisor at least two (2) days prior to the requested leave. The form shall state the reason for the requested leave. An administrator shall be entitled to take personal leave only if he or she receives approval from his/her immediate supervisor or his or her designee. Where prior approval is not possible due to the emergency nature of leave, the administrator shall submit the approval form on the first day he or she returns from leave.

11.9 Pregnancy and Childbirth Leave

Pregnancy and childbirth leave will be treated in accordance with the provisions of the Family & Medical Leave Act (FMLA), and any and all other applicable state and federal statutes.

11.10 Sabbatical Leave

Administrators who have served for seven (7) consecutive years in an administrative position may, upon the recommendation of the Superintendent and with the approval of the Board, be granted leave of absence for study or travel upon the following conditions:

- a. Applicants must file with the Superintendent of Schools a statement of the definite purpose for which such leave of absence is desired. In case of sabbatical leave for study, this statement must include the institution at which the individual is to study and courses to be pursued. In cases of sabbatical leave for travel, a plan of the travels must be submitted, stating specific objectives which are to be sought through such travel, and indicating the school system or institutions which will be studied.
- b. Persons granted sabbatical leave of absence are required to report twice each semester to the Superintendent of Schools during such absence, indicating the extent of the study of school systems either at home or abroad in case of sabbatical leave for travel or the nature of the courses taken at a University and the application of these to the work of the individual concerned in the case of sabbatical leave or absence for study. If such reports are unsatisfactory as mutually determined by the Board and the BAA or their designees, the leave may be terminated by the Board at any time at the recommendation of the Superintendent.
- c. Applicants must file with the Board a written agreement to remain in the service of the Board for two (2) years after the expiration of such leave, or in the case of resignation within two (2) years, to refund to the Board such proportion of the salary paid during the leave of absence as the unexpired portion of the two (2) years shall bear to said period.
- d. Such leave shall not be granted for less than one (1) full semester nor more than one (1) year. Administrators taking such leave shall not be eligible for such leave again until seven (7) years have expired after return.
- e. An administrator on sabbatical leave will receive sixty-six percent (66%) his/her present salary for the length of the leave. In no event shall the total of the percentage of salary paid by the Board and any other payment made to the administrator during the period of sabbatical equal more than the administrator's total salary pursuant to this Agreement.
- f. During any given school year not more than one (1) administrator regularly employed shall be on leave of absence. In case the number of applicants shall exceed one (1), selection shall be made in accordance with the following principles:
 - (1) quality of the proposed program,
 - (2) quality and length of service with greater weight being given to the former,
 - (3) distribution by schools, care being taken that the number from any school shall not be comparatively excessive, and
 - (4) nature of service, provision being taken that the benefits of such leave of absence shall be distributed as fairly as possible among all grades, schools, and supervisory positions.

- g. Regular annual salary increments shall be given for time of leave the same as for regular services in the school.
- h. Applications for such sabbatical leave of absence for any school year shall be submitted not later than December 1 of the preceding school year and shall be acted on by the Board at its first regular meeting the following January. Deviation from the above may be recommended by the Superintendent.
- i. An administrator who has been granted sabbatical leave shall return to the same or comparable assignment, unless mutually agreed otherwise.
- j. The decision whether to grant a sabbatical leave in any year is within the discretion of the Board, and shall not be subject to the grievance procedure.

11.11 Leaves Without Pay

- a. Leaves of absence without pay may be granted for the following reasons:
 - (1) for the purpose of further study, other than sabbatical leave;
 - (2) for health reasons, upon advice of a physician;
 - (3) child-rearing leaves for natural or adoptive parent; and
 - (4) for other valid reasons subject to the review and recommendation of the superintendent.
- b. Such leaves may be permitted only at the discretion of the Board and for no more than one (1) year at a time, unless the Board in its sole and unreviewable discretion grants an extension of the leave upon the written request of the employee. Application for a leave of absence must be made in writing and must state the reasons for the request. Upon return from such leave, the administrator's salary shall be determined on the basis of years of experience gained at the time of the commencement of the leave. An administrator who has been granted leave under this provision shall return to a comparable assignment, unless mutually agreed otherwise.

ARTICLE XII

INSURANCE BENEFITS

12.1 Fringe Benefits – The parties have agreed to the following fringe benefits:

- 1. Employees will have the choice between the following two health insurance plans:
 - a) Anthem Blue Cross/Blue Shield Century Preferred Plan.
The Board shall provide a PPO health plan to all eligible employees as described in Appendix B entitled “Bloomfield Benefit Plan Description.” Effective July 1, 2012, the employee pays 18% of the annual cost for either the individual, spouse, or family plan and the Board of Education pays 82% of annual costs. Effective July 1, 2013, the employee pays 19% of the annual cost for either the individual, spouse, or family plan and the Board of Education pays 81% of annual costs. Effective July 1, 2014, the employee pays 20% of the annual cost for either the individual, spouse, or family plan and the Board of Education pays 80% of annual costs.

- Prescription Drugs: Anthem Blue Cross/Blue Shield Public Sector Formulary: \$5/\$20/\$35 retail copays, 1 x's retail for a 100 day supply mail order with a \$2,000 annual maximum (includes oral contraceptives or any contraceptive device).
- Outpatient physical therapy. Occupational therapy, speech therapy and chiropractic visits in excess of 50 shall be paid in the same manner and to the same extent as an out-of-network expense.

b) Anthem Blue Cross/Blue Shield Health Savings Account Preferred Provider Plan (PPO)

The Board shall provide a Health Savings Account Preferred Provider (PPO) health plan to all eligible employees as described in Appendix C entitled "ANTHEM BLUE CROSS BLUE SHIELD HEALTH SAVINGS ACCOUNT PREFERRED PROVIDER PLAN (PPO)". Effective July 1, 2012, the employee pays 10% of the annual cost for either the individual or employee plus one / family plan and the Board of Education pays 90% of annual costs. Effective July 1, 2013, the employee pays 11% of the annual cost for either the individual or employee plus one / family plan and the Board of Education pays 89% of annual costs. Effective July 1, 2014, the employee pays 12% of the annual cost for either the individual or employee plus one / family plan and the Board of Education pays 88% of annual costs. The Board of Education will contribute 50% of the annual Health Savings Account deductible deposit based on an annual total deposit of \$2,000 for an employee plan and \$4,000 for an employee plus one or family plan. The Board will prefund the employee's 50% annual Health Savings Account deductible deposit based on an annual total deposit of \$2,000 for an employee plan and \$4,000 for an employee plus one or family plan, the Board will then deduct the prefunded amount equally from the employees pay checks. The Board will pay set-up and monthly maintenance fees for Health Savings Account plans. Employees will assume responsibility for all other transaction fees. In Network Preventive Care Visits are paid 100% by plan and do not come out of the health savings account. In Network visits are first paid for by the annual deductible/health savings account and then covered 100% by the plan. Out of Network visits are first paid for by the annual deductible/health savings account and then the employee pays 20% of the claims up to the out of pocket maximum, then the claims are covered 100% up to one million dollars.

2. Group Life Insurance Plan. Employees have the option of purchasing twice their basic annual salary rounded off to the even thousand dollar amount above the sum. The employee pays 15% of the annual cost and the Board of Education pays 85% of the annual cost. Employees have the option of purchasing an additional one time their basic annual salary as insurance at their own cost.
3. Group Long-Term Disability Insurance. Monthly payments will be made following the completion of the required period of continuous total disability (Benefit Waiting Period) resulting from accident or sickness that occurs either at or away from work. The monthly maximum benefit will be \$2,000. The Board of Education shall pay the same share of the cost of the premium for this insurance as the Board pays for health insurance.
4. Medical Insurance for Retired Administrators. Retired administrators may participate in all fringe benefits provided for in the contract, at their own expense.

5. Blue Cross Full Service Dental Plan including Rider A (Additional Basic Benefits), Rider B (Prosthetics), Rider C (Periodontics), Rider D (Orthodontics), and Unmarried Dependent Child Rider. The employee shall pay 15% of the cost for the individual, spouse, or family plan and the Board shall pay 85% of the annual cost.
6. Change of Insurance Carriers. The Board of Education shall have the right to change insurance carriers and/or to self-insure in whole or in part in order to provide the insurance coverages set forth above, provided that the overall level of benefits remains substantially equivalent.

The president of the Association shall be notified in writing within thirty (30) days of any intention to change carriers and/or to self insure and shall have a reasonable opportunity to review the proposed changes. Should the Association and the Board disagree that the change proposed will provide coverages at least equal to the coverages, benefits and administration described above at no additional cost to staff members, the disagreements shall be subject to impartial arbitration as set forth in Article III of this Agreement, preferably before an arbitrator with experience and expertise in insurance matters. Should the Association elect, such arbitration shall be expedited under the rules of the American Arbitration Association for expedited arbitration and no change shall be made until the arbitrator has rendered his/her Award.

7. Section 125 - Flexible Spending Account

The Bloomfield Board of Education shall make available on an optional basis at no cost to the administrators a Section 125 Flexible Spending Account for Accident and Health Insurance (IRC Sections 105 and 106) and Dependent Care Assistance (IRC Section 129).

ARTICLE XIII

NO STRIKE CLAUSE

During the term of this Agreement, the Association will not cause, permit, or authorize its members to cause, nor will any employee in the unit take part in any strike, work stoppage, slow down, sick-in, or other concerted refusal to render services to the Board. This obligation shall extend to and prohibit concerted refusals to render service in the event of picketing by labor organizations other than the Association.

ARTICLE XIV

HOLIDAYS, WORK YEAR AND VACATIONS

- 14.1 Administrators shall receive twelve (12) holidays per year, in accordance with the school calendar. In addition, administrators shall receive two floating holidays, to be selected by the Superintendent after consultation with the BAA. The school calendar shall be established by the Board, upon the recommendation of the Superintendent, prior to the last day of the previous school year.

14.2 Work-Year Schedule

- a. Prior to the establishment of the work-year schedule or calendar for the subsequent year the Superintendent will consult with the Administrative Unit prior to April 1st.
- b. In the development of the work-year calendar for Administrators who work less than twelve months, the Superintendent will schedule the additional workdays, to the extent possible, during contiguous days in the summer months.
 - a. Ten (10) of the scheduled workdays shall be composed of five (5) days prior to the beginning of school and five (5) days after the close of school.

- 14.3 Twelve-month administrators shall work a full work year and be entitled to twenty-five vacation days per year. For the purpose of determining the per diem pay only of twelve-month administrators, the work year shall be determined as 223 days.

Each administrator shall be able to carry over up to twelve (12) accumulated vacation days from one contract year to the next contract year. At no time shall any administrator have accumulated vacation time greater than thirty-seven (37) days, as the sum of the twenty five (25) days allotted for the then current contract year plus the maximum of *twelve (12)* carry over days.

ARTICLE XV

SAVING CLAUSE

- 15.1 If any provision or any portion of this Agreement is ultimately ruled invalid for any reason by an authority of established and competent legal jurisdiction, the balance and the remainder of the Agreement shall remain in full force and effect.
- 15.2 This Agreement may not be modified in whole or in part by the parties except by an instrument in writing duly authorized and executed by both parties.

ARTICLE XVI

DURATION

16.1 The provisions of this Agreement shall be effective on July 1, 2012 and shall continue and remain in full force and effect until June 30, 2015.

IN WITNESS THEREOF, the parties hereto have caused these present to be executed by their proper officers, hereunto duly authorized and their seals affixed hereto as of the date and year first above written.

BLOOMFIELD BOARD OF EDUCATION

By: _____

Date: _____

BLOOMFIELD ADMINISTRATORS ASSOCIATION

By: _____

Date: _____

APPENDIX A

The following schedules are for the purpose of determining the compensation for positions that already exist in the bargaining unit.

	<i>2012-2013</i>					
				<i>1</i>	<i>2</i>	<i>3</i>
Asst. Director Student Support Services; M.S., I.S. & H.S. Vice Principal, Director of Arts	\$113,768	\$118,983	\$121,716	\$124,453	\$127,327	\$130,202
Elem. Principal; Intermediate School Principal; Middle School Principal; Big Picture High School Principal; Dir. Student Support Services; Early Childhood Principal; Director of Assessment and Evaluation	\$116,040	\$121,364	\$124,163	\$126,958	\$129,894	\$132,829
H.S. Principal;	\$125,133	\$130,913	\$133,949	\$136,982	\$140,169	\$143,356

	<i>2013-2014</i>		
	<i>1</i>	<i>2</i>	<i>3</i>
Asst. Director Student Support Services; M.S., I.S. & H.S. Vice Principal, Director of Arts	\$127,564	\$130,510	\$133,457
Elem. Principal; Intermediate School Principal; Middle School Principal; Big Picture High School Principal; Dir. Student Support Services; Early Childhood Principal; Director of Assessment and Evaluation	\$130,132	\$133,141	\$136,150
H.S. Principal	\$140,407	\$143,673	\$146,940

	<i>2014-2015</i>		
	<i>1</i>	<i>2</i>	<i>3</i>
Asst. Director Student Support Services; M.S., I.S. & H.S. Vice Principal, Director of Arts	\$130,753	\$133,773	\$136,793
Elem. Principal; Intermediate School Principal; Middle School Principal; Big Picture High School Principal; Dir. Student Support Services; Early Childhood Principal; Director of Assessment and Evaluation	\$133,385	\$136,470	\$139,554
H.S. Principal;	\$143,917	\$147,265	\$150,614

Administrators holding a doctoral degree shall receive an annual stipend of \$2000 in addition to the salaries listed above.

There shall be an incentive for all administrators in each year of this agreement, as follows: A group incentive pool and should not be confused with individual merit. Recognizing the need for the entire district to perform better this 1% pool will be for all administrators and paid as either a lump sum or in tax-sheltered annuity. The 1% will be divided into eight (8) categories based on the district targets for improvement. Each target will be weighted at .125%. If the districts hits all targets the sum will be 1% of the individual's salary (For example: An administrator making \$130,000 would receive \$1300) If the district hits a percentage of the targets the bonus will be prorated (For example, Seven targets achieved means 7/8 or .875%) This incentive pool will reset on an annual basis, based upon the targets achieved by the district in that year. In any year that bonuses are awarded, each individual administrator shall elect to receive his or her bonus as a lump sum or a payment to a tax-sheltered annuity.

APPENDIX B BLOOMFIELD BENEFIT PLAN DESCRIPTION

BENEFIT	Anthem Blue Cross Blue Shield Century Preferred Plan
Benefit Cost shares	<p>In Network: \$20 Office Visit Copay Unlimited Office Visit Maximum</p> <p>Out-of-Network: Subject to deductible & copay below</p> <p>Deductible - \$250/500/625 Coinsurance - 80% to \$5000/10,000/12,500 Cost Share Max: \$1250/2500/3125 Lifetime Maximum In-Network: Unlimited Lifetime Maximum Out-of-Network: \$2,000,000</p>
Administrator Cost Premium Share	18% in 2012/2013; 18% in 2013/2014; 19% in 2014/2015
Preventive Care Pediatric	<p>In Network: Covered according to Age based schedule \$20 copay</p> <p>Out-of-Network: 80% after annual deductible</p>
Adult	<p>In Network: Covered according to Age based schedule \$20 Copay</p> <p>Out-of-Network: 80% after annual deductible</p>
Vision	<p>In Network: Covered once every two years \$20 Copay (includes refraction)</p> <p>Out-of-Network: 80% after annual deductible Vision Care rider included (coverage for frames, lenses, contacts & additional eye exams) See separate benefit schedule.</p>
Gynecological	<p>In Network: Covered once every year \$20 Copay</p> <p>Out-of-Network: 80% after annual deductible</p>
Hospital Admission	\$200 Copay
Medical Services Medical Office Visit	<p>In Network: \$20 Copay</p> <p>Out-of-Network 80% after deductible</p>
Outpatient PT/OT/ST/Chiro	<p>In Network: \$20 Copay Covered up to 50 combined treatments per member per calendar year (Treatment Plan Required) Subsequent treatment subject to 80% after deduction.</p> <p>Out-of-Network 80% after deductible</p>
Allergy Services	<p>In Network: \$20 Copay for office visits and testing. No copay for injections (Treatment Plan Required)</p> <p>Out-of-Network 80% after deductible</p>
Diagnostic Lab & X-Ray	<p>In Network: Covered in full</p> <p>Out-of-Network: 80% after deductible</p>
Inpatient Medical Services	<p>In Network: Covered in full</p> <p>Out-of-Network: 80% after deductible</p>
Surgery Fees	<p>In Network: Covered in full</p> <p>Out-of-Network: 80% after deductible</p>
Office Surgery	<p>In Network: Covered in full</p> <p>Out-of-Network: 80% after deductible</p>
Outpatient Mental Health	<p>Covered at 50% to \$2000 per member per calendar year</p> <p>In and Out-of-Network</p>

BENEFIT	Anthem Blue Cross Blue Shield Century Preferred Plan
Emergency Care Emergency Room	In Network and Out-of-Network: \$75 Copay Subject to Sudden & Serious Guidelines. Waived if admitted.
Urgent Care	In Network: \$75 Copay Out-of-Network: 80% after deductible
Ambulance	In Network and Out-of-Network: No charge up to \$500 maximum per trip for land and air ambulance. Additional charges over first \$500 land ambulance covered under out-of-network benefit, 80% after deductible.
Inpatient Hospital General/Medical/Surgical/ Maternity (Semi-Private)	In Network: \$200 Copay Out-of-Network: 80% after deductible (out-of-network coinsurance does not accrue to OOP maximum)
Ancillary Services Medical Supplies	In Network: \$20 Copay Out-of-Network: 80% after deductible
Psychiatric	In Network: Covered up to 60 days per calendar year (120 partial) Out-of-Network 80% after deductible
Substance Abuse/Detox	In Network: covered up to 45 days per calendar (90 partial) Out-of-Network: 80% after deductible
Rehabilitative	In Network: Covered up to 60 days per calendar Out-of-Network: 80% after deductible
Skilled Nursing Facility	Covered up to 120 days per calendar year Subject to Deductible & 80% Coinsurance
Hospice	In Network Covered up to 60 days per Admission Copay Out-of-Network: 80% after deductible
Outpatient Hospital Outpatient Surgery Facility Charges	In Network: Covered Out-of-Network: 80% after deductible
Diagnostic Lab & X-Ray	In Network: Covered Out-of-Network: 80% after deductible
Pre-Admission Testing	In Network: Covered Out-of-Network: 80% after deductible
Other Services Durable Medical Equipment	In Network: Covered Out-of-Network: 80% after deductible
Home Health Care	In Network: Covered up to 200 Visits per calendar year Out-of-Network: 80% after deductible
Prescription Drugs	\$35 Nonformulary/\$20 Formulary/\$5 Generic/1x retail per 100 day supply Mail Order \$2000 Maximum per calendar year then covered under Out-of-Network benefit. Rx benefits must be accessed through BlueCare Network, otherwise covered at 80% of fee schedule.

APPENDIX C
ANTHEM BLUE CROSS BLUE SHIELD HEALTH SAVINGS ACCOUNT PREFERRED
PROVIDER PLAN (PPO)
SCHEDULE OF BENEFITS

The Board of Education will contribute 50% of the annual health Savings Account deposit based on an annual total deposit of \$2,000 for an employee plan and \$4,000 for an employee plus one or family plan. The Board will pay set-up and monthly maintenance fees for Health Savings Account plans. Employees will assume responsibility for all other transaction fees. In Network Preventive Care Visits are paid 100% by plan and do not come out of the health savings account. In Network visits are first paid for by the annual deductible/health savings account and then covered 100% by the plan. Out of Network visits are first paid for by the annual deductible/health savings account and then the employee pays 20% of the claims up to the cost share maximum, then the claims are covered 100% up to one million dollars.

COST SHARE PROVISIONS	In-Network Member pays:	Out-of-Network Member pays:
Annual Deductible (<i>individual / aggregate family</i>)	\$2,000 / \$4,000	
Coinsurance	Not Applicable	20% after deductible up to
Out of Network Out of Pocket Maximum (<i>individual / aggregate family</i>)	\$4,000 / \$8,000	
Lifetime Maximum	Unlimited	\$1,000,000

PREVENTIVE CARE	In-Network After Annual Deductible Member pays:	Out-of-Network After Annual Deductible Up to Out of Pocket Max Member pays:
Well child care	\$0, Deductible waived	20%
Periodic, routine health examinations	\$0, Deductible waived	20%
Vision	\$0, Deductible waived	20%
Routine OB/GYN visits	\$0, Deductible waived	20%
Mammography	\$0, Deductible waived	20%
Hearing screening	\$0, Deductible waived	20%

MEDICAL CARE		
Office visits	100% Once Deductible Met	20%
Outpatient mental health & substance abuse	100% Once Deductible Met	20%
OB/GYN care	100% Once Deductible Met	20%
Maternity care	100% Once Deductible Met	20%

Diagnostic lab and x-ray	100% Once Deductible Met	20%
Allergy services	100% Once Deductible Met	20%
PT/OT/ST/ Chiro	100% Once Deductible Met	20%
Office Surgery	100% Once Deductible Met	20%
Ancillary Services Medical Supplies	100% Once Deductible Met	20%
Psychiatric	100% Once Deductible Met	20%

APPENDIX C
ANTHEM BLUE CROSS BLUE SHIELD HEALTH SAVINGS ACCOUNT PREFERRED
PROVIDER PLAN (PPO)
SCHEDULE OF BENEFITS
Continued

	In-Network After Annual Deductible Member pays:	Out-of-Network After Annual Deductible Up to Out of Pocket Max Member pays:
PREVENTIVE CARE		
Durable medical equipment / Prosthetic devices	100% Once Deductible Met	20%
Infertility services	100% Once Deductible Met	20%
Home health care	100% Once Deductible Met	20%
Prescription drugs	100% Once Deductible Met	20%

HOSPITAL CARE		
Hospital Admission	100% Once Deductible Met	20%
Inpatient Medical Services	100% Once Deductible Met	20%
Inpatient mental health & substance abuse/detox	100% Once Deductible Met	20%
Skilled nursing facility/Hospice	100% Once Deductible Met	20%
Rehabilitative services	100% Once Deductible Met	20%
Outpatient surgery	100% Once Deductible Met	20%
Surgery Fees	100% Once Deductible Met	20%

	In-Network After Annual Deductible Member pays:	Out-of-Network After Annual Deductible Member pays:
EMERGENCY CARE		
Urgent care	100% Once Deductible Met	20%
Emergency care	100% Once Deductible Met	20%
<i>Ambulance</i>	100% Once Deductible Met	20%

PREVENTIVE CARE SCHEDULES

<p><i>Well Child Care (including immunizations)</i></p> <ul style="list-style-type: none"> ◆ 6 exams, birth to age 1 ◆ 6 exams, ages 1 - 5 ◆ 1 exam every 2 years, ages 6 - 10 ◆ 1 exam every year, ages 11 – 21

<p><i>Adult Exams</i></p> <ul style="list-style-type: none"> ◆ 1 exam every 5 years, ages 22 – 29 ◆ 1 exam every 3 years, ages 30 – 39 ◆ 1 exam every 2 years, ages 40 – 49 ◆ 1 exam every year, ages 50+
--

<p><i>Mammography</i></p> <ul style="list-style-type: none"> ◆ 1 baseline screening, ages 35-39 ◆ 1 screening per year, ages 40+ ◆ Additional exams when medically necessary
--

<i>Vision Exams:</i> 1 exam every 2 calendar years

<i>Hearing Exams:</i> 1 exam every 2 calendar years
--

<i>OB/GYN Exams:</i> 1 exam per calendar year
--