

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

July 1, 2012 to June 30, 2015

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PREAMBLE

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

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

ARTICLE I - RECOGNITION

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

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

Management Rights

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

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

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- to designate the schools which shall be attended by the various children within the town;
  - to make such provisions as will enable each child of school age, residing in the town, to attend school for the period required by law, and provide for the transportation of children whenever it is reasonable and desirable;
  - to prescribe rules for management, studies, classification and discipline for the public schools;
  - to decide the textbooks to be used;
  - to make rules for the arrangement, use and safekeeping of school libraries, and to approve the books selected therefore, and to approve plans for school buildings;
  - to prepare and submit budgets and, in its sole discretion, expend monies appropriated by the town for the maintenance of the schools, and to make such transfers of funds within the appropriate budget as it shall deem desirable.

These rights, responsibilities and prerogatives are not subject to delegation in whole or in part, except that the same shall not be exercised in a manner inconsistent with, or in violation of, any of the specific terms and provisions of the Agreement. No action taken by the Board with respect to such rights, responsibilities and prerogatives, other than as there are specific provisions herein elsewhere contained, shall be subject to the grievance provision of this contract.

#### ARTICLE II - AMENDMENTS

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

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ARTICLE III - GRIEVANCE PROCEDURE

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

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

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

Grievance

- A. Definition: A grievance is any complaint which an individual or group of individuals in the S.A.A. may assert with respect to the application of:
1. The terms of this Agreement;
  2. The Board policies;
  3. Administrative regulations; or
  4. Central Office decisions made pursuant to item 1, 2 and 3.
- B. Procedures for Grievance Resolution: A complainant may choose either one or both of the following procedures for the resolution of a grievance, except that no more than one petition for hearing such grievance may be presented to the Board:
1. The complainant shall proceed through normal administrative channels in writing and if the grievance is not resolved in this manner, present it in writing to the Board of Education accompanied by a request for a formal hearing by it on the matter, or following the procedure in 2.
  2. The complainant may present the grievance to the S.A.A. and request it to present the grievance for resolution. If the S.A.A. decides to present the grievance for resolution, it shall submit the grievance in writing to the Superintendent of Schools with a request that the Superintendent, or representative designated by the Superintendent, work with the S.A.A. to find an equitable solution. If the grievance is not resolved at this level, the S.A.A. may present the grievance in writing to the Board of Education and request a hearing on the matter.
  3. No later than the second regular meeting after receipt of a petition through either 1 or 2 above, the Board shall hear the matter and shall provide the S.A.A with a written response to the grievance within ten calendar days.
  4. After review of the Board response, and if the grievance deals with the application of "the terms of this Agreement" as per section A.1 above, the complainant may, within 10 days, present the grievance to the S.A.A and request it be processed by the S.A.A to advisory arbitration. The request from the complainant for advisory arbitration

must be made in writing, and a copy of the request shall be furnished to the Superintendent. The S.A.A shall have 10 calendar days from the date of the Board's response to appeal the grievance to advisory arbitration. If the S.A.A decides to appeal, the grievance shall, within the aforesaid 10 calendar days, be referred by the S.A.A to the American Arbitration Association for advisory arbitration under its labor arbitration rules. The arbitration request shall be in writing and a copy shall be furnished to the Superintendent. The arbitrator shall hear the grievance and shall issue an advisory opinion as to whether the Board misapplied the specific terms of this Agreement as claimed in the grievance. The arbitrator shall have no authority to add to, modify, or amend the provisions of this Agreement or to rule on matters not relating to a claim of violation of a specific term or terms of this Agreement as per section A.1 of this article. The arbitrator's advisory opinion shall be served upon the parties as provided in the American Arbitration Association rules. The Board and the S.A.A shall equally share the costs and fees of the arbitrator and the American Arbitration Association. Once received, the parties shall determine within 30 days whether to accept or reject the advisory award, and shall advise each other of their decision.

#### ARTICLE IV - PROFESSIONAL IMPROVEMENTS/TRAVEL REIMBURSEMENT

##### A. Course Reimbursements:

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

##### B. Conference Reimbursements:

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

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

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

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

#### ARTICLE V - SEVERANCE PAY

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

#### ARTICLE VI - LEAVES OF ABSENCE

##### A. Sick Leave/Personal Leave

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



- f. Beyond paragraph 1 and contingent upon advance notice, the Superintendent may grant personal days (not to exceed 3 per year) required by employee for religious observance.
- g. Personal days shall not accumulate from year to year.

B. Sabbatical Leave

Upon the recommendation of the Superintendent, an extended leave of absence for purposes of professional growth for either a full or one-half academic year (Sabbatical Leave) may be granted at the discretion of the Board of an employee who has completed at least six (6) consecutive years of satisfactory service. Employees on sabbatical leave shall be paid at eighty percent (80%) of the contract rate for the duration of the leave, with deductions made for any stipends received in connection with the sabbatical leave which make the total amount of the compensation exceed the full salary of the employee. The employee shall enter into contract of employment with the Board for a period of one year for each one half year of leave. Failure to meet this obligation shall result in repayment to the Board of Education at a ratio equal to the unfulfilled amount of time.

C. Bereavement Leave

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

ARTICLE VII - VACATIONS AND HOLIDAYS

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

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

B. Vacation Days

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

0 - 4 years	20 days
Over 4 years	25 days

ARTICLE VIII - INSURANCE BENEFITS

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

Life Insurance: The Board shall provide for employees one hundred percent (100%) of the cost of term life insurance in an amount equal to two and one-half (2.5) times the employee's annual salary not to exceed \$300,000..

Long-Term Disability Insurance: The Board shall provide one hundred percent (100%) of the cost of Long Term Disability insurance. This policy will provide coverage for 60% of monthly earnings to a maximum benefit of \$5,000 per month.

B. Medical & Dental Insurances:

Effective July 1, 2007, the following medical plans shall apply to all bargaining unit members.

1. Optional Plans:

- a. BLUECARE POE  
 \$15 Office/\$25 Specialist Visit Copay  
 \$15 Wellness  
 \$250 Hospital Copay  
 \$200 Outpatient Surgery Copay  
 \$15 WI/\$25 UC/\$100 ER Copay  
No Out of Network Benefits
- b. CENTURY PREFERRED  
 \$15 Office Visit Copay  
 \$15 Wellness  
 \$250 Hospital Copay  
 \$200 Outpatient Surgery Copay  
 \$15 WI/\$25 UC/\$100 ER Copay  
Out of Network:  
 Deductible \$400/800/1,200  
 Co-ins. 70/30 of \$6,667  
 OOP \$2,400/4,300/7,200

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

Prescription Drug Coverage:

- a. BLUECARE POE/CENTURY PREFERRED:  
 Three-tier Public Sector Option 2 with copays of \$10 Generic/\$25 Brand Formulary/\$40 Non-Formulary. Mail order 2 times copay for a 3-month supply. Prescription drug calendar year maximum shall be unlimited.
  - b. CENTURY PREFERRED HSA:  
In Network: Prescriptions are covered at 100% after deductible is met.  
Out of Network: Prescriptions are covered at 100% after deductible/coinsurance is met.
3. Dental: No change (see sample certificate in Central Office for coverage details).
  4. Premium Share (Medical/Dental):

	<u>2012-2013</u>	<u>2013-2014</u>	<u>2014-2015</u>
<b>Employee Contribution</b>	<b>19%</b>	<b>19%</b>	<b>19%</b>

C. Retirement

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

D. Voluntary Waiver of Health Insurance Coverage

1. Any administrator may elect on a completely voluntary basis to waive Board provided health insurance coverage. Administrators electing to do so shall sign a voluntary waiver of coverage form prior to the beginning of any contract year.
2. In consideration of such voluntary waiver of insurance coverage, the Board will pay a total of Two Thousand Dollars (\$2,000) per year to each such employee in quarterly installments each year that the waiver is in force.
3. Any administrator who, because of changed circumstances, wishes to revoke his/her insurance waiver may do so by notifying the Superintendent of Schools in writing.

Upon receipt of such notification, the Superintendent will contact the applicable insurance carriers and request reinstatement of the administrator under Board provided health insurance coverage.

4. Insurance coverage waivers are subject to any limitations or restrictions which may be imposed by the applicable insurance carriers. Administrators who waive insurance coverage and subsequently apply for reinstatement shall be subject to all reinstatement provisions imposed by the applicable insurance carriers including any waiting period(s). Coverage will be reinstated thirty (30) days after receipt of written reinstatement request if acceptable to the carrier(s). If the request is not accepted, the parties will immediately negotiate over the situation concerning the effective date of coverage reinstatement. The terms of this waiver provision must also be acceptable to the underlying carriers.

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

#### ARTICLE IX - DUES, DEDUCTIONS AND SERVICE FEE DEDUCTIONS

- A. Conditions Of Continued Employment: All administrators employed by the Somers Board of Education shall, as a condition of continued employment, join the Association or pay a service fee to the Association. Said service fee shall be equal to the proportion of Association dues uniformly required of members to underwrite the costs of collective bargaining, contract administration, and grievance adjustment.
- B. Deductions: The Board agrees to deduct from each administrator an amount equal to the Association membership dues or service fee by means of payroll deductions. The amount of the deduction for each paycheck shall be equal to the Association membership dues or service fee divided by twenty-four (24) paychecks from the first paycheck in July at the rate of two (2) per month. The amount of Association membership dues and service fees shall be certified by the Association to the Board prior to the beginning of each July.
- C. Subsequent Employment: Those administrators whose employment commences after July 1 shall pay a prorated amount equal to the percentage of the remainder of the work year.

- D. Forwarding of Moneys: The Board agrees to forward to the Association each month a check for the amount of money deducted during the month. The Board shall include with such check a list of administrators for whom such deductions were made.
- E. The Association shall indemnify and save the Board harmless against all claims, demands, suits, or other forms of liability which may arise out of any deduction or any other action taken by the Board pursuant to this article, including payment of reasonable attorney's fees incurred by the Board related to this article of the agreement. The Association shall have the right to object to the Board's choice of attorney solely on the basis of qualifications in labor relations law.

#### ARTICLE X – REDUCTION IN FORCE/INVOLUNTARY TRANSFER

- A. It is recognized and agreed that the Somers Board of Education has the absolute right to eliminate, reduce, or increase administrative positions, or create new administrative positions. The purpose of this article is to establish a procedure to be followed in the event that Board action requires that an administrator be laid off due to the exercise by the Board of the above rights. This Article shall apply only to situations where administrators face layoff due to such action by the Board, and shall have no application to action taken by the Board against administrators based upon competence and/or performance.
- B. As used in this Article, “seniority” shall mean an administrator’s continuous length of uninterrupted service as a certified administrator in Somers, including authorized leaves of absence, starting with the date the administrator signed his/her initial administrative contract of employment in Somers. If contract signing dates are the same as between more than one administrator, the administrator with the most amount of total experience as an employee of the Somers Board of Education shall be considered the most senior. Thereafter, if necessary, seniority shall be determined by the total amount of teaching and administrative service, both in and outside Somers.
- C. The Superintendent shall compile a seniority list of the complete certified staff in accordance with Section B of this Article on an annual basis and shall furnish the Association with copies of the list by February 1<sup>st</sup> of each year. If the Association or any staff member shall disagree with any placement on the seniority list, the Association or the staff member shall file a written request for correction no later than the following March 1<sup>st</sup>.
- D. If it becomes necessary to reduce the administrative personnel, it shall be on the basis of seniority as defined above, certification and qualifications. The term “qualified” as used herein means recognized and satisfactory experience in the administrative position into which the administrator seeks to bump or to be recalled. Notwithstanding the foregoing, the superintendent may override without grievance the “seniority” criterion and displace a more senior administrator if the less senior administrator is “head and shoulders” above the more senior administrator or possesses unique skills or attributes that are needed for the position.
- E. Should an administrator lose all or part of his/her position due to elimination or reduction of that position, he/she:

1. Will be offered an administrative opening (if one exists) for which he/she is certified and qualified in the same employee group. Employee groups shall be defined as follows: Coordinators/Assistant Principals (10 months), and Directors/Principals (12 months).
2. If there are no administrative openings within the same employee group, the affected administrator will be able to bump the least senior administrator within the same employee group provided that the affected administrator is senior to the administrator to be bumped and is certified and qualified for that position.
3. If there are no administrative openings or positions as aforementioned, the administrator will be offered a vacant teaching opening, if one exists, for which he/she is certified and qualified.
4. If there are no teaching openings for which the affected administrator is certified and qualified, then the affected administrator will be offered a teaching position for which he/she is certified and qualified and which is held by a teacher with fewer years of service in the Somers school system, subject to the law appertaining and the relevant terms, if any, of the collective bargaining agreement between the Board and the Somers Education Association consistent with Article 21, Procedures for Reduction, Separation and Recall of Professional Staff.
5. Any administrator relieved of his/her duties and employed as a teacher will be given the experience credit on the salary schedule according to the teacher contract for his/her administrative and teacher experience within the Somers school system and elsewhere, if applicable, and shall retain all accumulated sick leave.
6. Any administrator who has been displaced as aforesaid or terminated from employment, due to a reduction in force, shall be placed on a reappointment list for his/her former administrative position, or another similar position of comparable pay and status and shall remain thereon until reappointed or for two (2) years from the effective date of displacement or termination, whichever occurs first, provided such administrator does not refuse a reappointment. Administrators shall be recalled to positions for which they are certified and qualified and in which they have had previous acceptable experience, according to their administrative seniority in the Somers Public Schools system, as defined in Section 10. If reappointment is offered consistent with the above and is refused by the administrator, he/she shall thereupon be removed from the reappointment list.

F. In order to be eligible for recall, an administrator must:

1. Submit his/her request to be placed on the recall list, in writing, to the Superintendent within thirty (30) days of termination or displacement; such request must include the administrator's address.
2. Advise the Board, in writing, within ten (10) days of any change in address.

3. Advise the Superintendent, in writing, of acceptance of recall within two (2) weeks after notification of recall; or be removed from the recall list.
4. All notices provided for in this section must be in writing and transmitted by certified mail.
5. The Board's obligation will be limited to sending notice of recall to the administrator's last address in the Board's files.

### ARTICLE XI - SALARIES

The Board agrees to pay each employee covered under this Agreement for the period July 1, 2012 to June 30, 2015 at a salary rate as determined in this Article.

#### A. Salary Structure

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

<u>Position</u>	<u>Salary Range*</u>
Coordinators/Asst. Principals (10 month)	\$80,000- <b>110,000</b>
Directors/Principals (12 month)	\$90,000- <b>126,000</b>

\*Maximum salaries based upon agreement subject to partial reduction if goals and objectives for previous year are not satisfied.

1. If a member's salary exceeds maximum salary range as stated in Article XI.A. that increase exceeding the maximum shall be treated as a salary adjustment and shall not be added to the base.
2. Each administrator will receive a longevity increase of \$1,500.00 added to his/her salary after ten (10) years of administrative service in the Somers Public Schools. This amount will be applied at the beginning of the contract year immediately following a ten (10) year anniversary date and prior to salary adjustment increase as specified by this contract. Additional longevity adjustments of \$1,500.00 will be added to the administrator's salary for each additional five (5) years of administrative service as stated above. This clause will take effect for the 2004-2005 contract year and will not apply retroactively.

Salaries for 2012-2013 reflect a 2% increase; 2013-2014 a 1.75% increase; 2014-2015 a 1.75% increase.

	<u>2012-2013</u>	<u>2013-2014</u>	<u>2014-2015</u>
HS Principal [REDACTED]	\$121,287	123,410	125,569
HS Asst. Principal [REDACTED]	\$ 86,700	88,217	89,761
MBA Principal [REDACTED]	\$107,100	108,974	110,881
MBA Asst. Principal [REDACTED]	\$103,319	105,127	106,967
SES Principal [REDACTED]	\$113,955	115,950	117,979
SES Asst. Principal [REDACTED]	\$100,424	102,182	103,970
Technology Director [REDACTED]	\$113,955	115,950	117,979
Pupil Services Director [REDACTED]	\$102,000	103,785	105,601
Curriculum Director [REDACTED]	\$106,636	108,502	110,401

\*longevity stipend included

Effective July 1, 2011 each administrator will receive a one-time lump sum payment of \$500.00 not to be included in the base salary.

#### B. Criteria/Goals

Prior to the conclusion of each school year, during the term of this agreement, every administrator shall meet with the Superintendent for the purpose of agreeing on criteria or goals which will determine satisfactory job performance for the next school year. Goals and objectives for each year will also be agreed upon as soon as possible, with satisfaction of said goals and objectives to determine whether full salary increase will be awarded.

1. If the agreed upon goals and objectives are fully met during the year of their applicability, the administrator will receive the complete salary percentage increase for the next year.
2. If the goals and objectives are not fully met, the administrator will receive an increase not to exceed 1/2 of the appropriate salary percentage granted for that contract year. When an increase is withheld for one year, upon satisfactory completion of the next school year's goals and objectives, an administrator shall receive the rate he/she was entitled for that year as if the prior increase had not been reduced, without any retroactive payments.

#### ARTICLE XII - DURATION OF AGREEMENT

- A. The provisions of the agreement shall be effective on July 1, 2012 and shall remain in full force and effect until June 30, 2015 provided, however, that if the Board should change the job description of any of the present employees, the Association shall have the right to reopen negotiations to determine the salary for that specific position.
- B. Said agreement shall automatically be renewed and shall continue in force and effect for additional periods of one (1) year, unless either the Board or the Association gives written



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notice to the other not later than six (6) months prior to the aforesaid expiration date thereof of its desire to reopen this Agreement and negotiate over the terms of a successor agreement.

Signed at Somers, Connecticut this     day of October, 2011.

SOMERS BOARD OF EDUCATION

SOMERS ADMINISTRATORS'  
ASSOCIATION

By:\_\_\_\_\_

By:\_\_\_\_\_

Dated:\_\_\_\_\_

Dated:\_\_\_\_\_

APPENDIX BSIDEBAR AGREEMENT - RETIREMENT

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

APPENDIX CPERFORMANCE-BASED COMPENSATION

1. Annual Evaluation: Each administrator will be evaluated annually by the Superintendent of Schools. In order to qualify for the annual compensation adjustment, the administrator must successfully meet the Connecticut Teaching Competencies, as well as the goals mutually established with the Superintendent of Schools, as provided in Article XI.B.
2. Compensation Rate: In addition to the negotiated salary adjustment, each administrator may also elect to participate annually in a performance-based compensatory program under the guidelines below:
  - a) An administrator may be compensated up to an additional 3% of his/her gross annual salary.
  - b) Administrators will receive points awarded on quarter increments for the successful completion of job functions outlined in this article.
  - c) Maximum points awarded will be 10. Points will then be converted to a percentage factor used to determine amount of maximum award. (Example: 9.25 pts. Equates to a 0.925 factor - .9025 times 3.00% = 2.775% maximum additional raise).
  - d) Total yearly raise includes negotiated raise plus additional award. (Example: 2% (negotiated) + 2.71% = 4.71%.
  - e) Annual performance-based compensation awards shall be lump sum payments, not added to the employee's base annual salary.
3. Performance Based Compensation Categories and Awards:
 

a)	District Test Scores*	3.5 points
b)	Innovative program implementation	2.5 points
c)	Budget development/implementation	1.0 points
d)	Staff supervision/evaluation	1.0 points
e)	Staff/community relations	1.0 points
f)	Professional development	1.0 points
Total		10 points
4. Awards: The Superintendent of Schools will determine all awards for compensation based upon the administrator's performance. The superintendent must substantiate the awards with specific data or justifications and report to the Board of Education the status of the performance-based compensation. All decisions for additional compensation remain with the superintendent.
5. Notwithstanding, participation in this performance-based compensation program shall be voluntary on the part of each administrator and a decision not to participate shall in no way adversely affect the professional status of the administration.

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\*District-wide Test Scores:

- 1) Awards in this category will be made to the total administrative group, unless otherwise recommended by the superintendent.
- 2) The CMT, CAPT, SAT scores will be considered for the award.
- 3) Scores will be reviewed by the following guidelines:
  - a. exhibits achievement or increase on a continual basis .5 pts.
  - b. exceeds state (CMT, CAPT, SAT) and national (SAT) averages 1.0 pts.
  - c. exceeds ERG (CMT, CAPT, SAT) averages 2.0 pts.
- Total 3.5 pts.
- 4) CMT and CAPT averages will be computed by determining the total percentage of students who attain or exceed state goal in each subject area: writing, reading, math, and then determining the total percentage of Somers students who attain or exceed average for all three score areas.
- 5) SAT average will be computed by testing company and compared to state and national averages.

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**MEMORANDUM OF AGREEMENT**

**between the**

**Somers Board of Education  
and the  
Somers Administrators' Association**

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IT IS HEREBY AGREED that the Somers Administrators' Association will not invoke Article I - Recognition of the Agreement Between the Somers Board of Education and the Somers Administrators' Association as it pertains to the Business Manager of the Somers Public Schools. It is understood by both the Board of Education and the S.A.A. that this waiver is only to be applied to this position and the association does not consider this action precedent-setting.

Signed this   6th   day of April, 1998 at Somers, Connecticut.

Somers Board of Education

Somers Administrators' Association

By   /s/Andrew K. Rockett    
Andrew Rockett, Chairman

By   /s/Thomas Chilicki    
Thomas Chilicki, President