


BRANFORD PUBLIC SCHOOLS
Office of the Superintendent



MEMO

TO: Lisa Arpin, Town Clerk

FROM: Hamlet M. Hernandez, Superintendent of Schools 

CC: James Cosgrove, First Selectman; John Prins, Board of Education Chair; Jim Finch, Finance Director; Joseph Mooney, Board of Finance Chair; Ed Prete, RTM Education Chair; Dennis Flanigan, RTM Moderator; Ray Ingraham, RTM Majority Leader; Tom Brockett, RTM Minority Leader; James O'Connor, BAO President; Charlene Russell-Tucker, Commissioner CSDE

DATE: November 1, 2021

RE: BAO (Branford Administrators Organization) Contract - July 1, 2022-June 30, 2025

I attach the signed Contract for the Branford Administrators Organization (BAO), which the Branford Board of Education (BBOE) unanimously approved on October 27, 2021.

The contract is filed today, November 1, 2021, in accordance with the Teacher Negotiations Act (TNA). The contract spans a three-year period and with a 2.25% wage increase in each year. The annuity contribution is increased by \$500 for each bargaining unit member and the employee health insurance premium cost share contribution increases each year to 20.5% in the final year of the contract.

/kde
Attachment: BAO Contract

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AGREEMENT

between the

BRANFORD BOARD OF EDUCATION

and the

BRANFORD ADMINISTRATORS ORGANIZATION

July 1, 2022 - June 30, 2025

TABLE OF CONTENTS

PREAMBLE		1
ARTICLE I	RECOGNITION	1
ARTICLE II	NEGOTIATIONS	1
ARTICLE III	RESPONSIBILITY	1
ARTICLE IV	SALARIES AND ANNUITY CONTRIBUTIONS	3
ARTICLE V	HOLIDAYS	5
ARTICLE VI	HEALTH AND INSURANCE BENEFITS	6
ARTICLE VII	LEAVES OF ABSENCE	8
ARTICLE VIII	SABBATICAL LEAVE	11
ARTICLE IX	PROFESSIONAL IMPROVEMENT	12
ARTICLE X	PERSONNEL POLICIES	13
ARTICLE XI	ADMINISTRATORS RIGHTS	16
ARTICLE XII	GRIEVANCE PROCEDURE	16
ARTICLE XIII	REDUCTION IN FORCE AND RECALL	19
ARTICLE XIV	FAIR PRACTICES	20
ARTICLE XV	DURATION	20
ARTICLE XVI	DUES	
DEDUCTION.....		20
ARTICLE XVII	JUST	
CAUSE.....		21

AGREEMENT
between the
BRANFORD BOARD OF EDUCATION
and the
BRANFORD ADMINISTRATORS ORGANIZATION

THIS AGREEMENT IS MADE AND ENTERED INTO October, 2021, by and between the **BRANFORD BOARD OF EDUCATION** (hereinafter referred to as the "Board") and the **BRANFORD ADMINISTRATORS ORGANIZATION** (hereinafter referred to as the "Organization").

PREAMBLE

This Agreement is negotiated under §§10153a through 10153g of the Connecticut General Statutes of the State of Connecticut, as amended, in order to fix for its term the salary, hours, and all other conditions of employment provided herein.

**ARTICLE I
RECOGNITION**

The Board recognizes the Organization for purposes of professional negotiations as the exclusive representative of the certified professional employees in the school district not excluded from the purview of §§10-153a – 10-153n, inclusive, employed in positions requiring an intermediate administrator or supervisor's certificate, or the equivalent thereof, and whose administrative or supervisory duties, for the purposes of determining membership in the administrators' unit, shall equal at least fifty percent of the assigned time of such employee.

**ARTICLE II
NEGOTIATIONS**

The Board and the Organization agree to conduct negotiations in accordance with the Statutes of the State of Connecticut.

**ARTICLE III
RESPONSIBILITY**

- A. It is recognized 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 Branford in all its aspects, including, but not limited to, the following:

1. To maintain public elementary and secondary schools and such other educational activities as in its judgment will best serve the interests of the Town of Branford;
 2. To give the children of Branford as nearly equal advantages as may be practicable; to decide the need for school facilities;
 3. To determine the care, maintenance and operation of buildings, lands, apparatus and other property used for school purposes;
 4. To determine the number, age and qualifications of the pupils to be admitted into each school; to employ, assign and transfer certified personnel;
 5. To suspend or dismiss the teachers of the schools;
 6. To designate the schools which shall be attended by the various children within the town;
 7. 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;
 8. To prescribe rules for the management, studies, classification and discipline for the public schools;
 9. To decide the textbooks to be used;
 10. To make rules for the arrangement, use and safekeeping of the school libraries and to approve the books selected therefore and to approve plans for school buildings;
 11. 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.
- B. 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 consistent 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 procedure as provided in Article XII of this Agreement.

**ARTICLE IV
SALARIES AND ANNUITY CONTRIBUTIONS**

A. WORK YEAR

1. All positions are based on a 245 day work year.
2. Notwithstanding Section A.1. of this Article, the work year for the Athletic Director and SEL Coordinator positions shall be a total of two hundred and twelve (212) days, which shall be comprised of the teacher work year plus twenty-seven (27) days, with the scheduling of such additional work days to be determined by the Superintendent/designee.
 - a) The Athletic Director is not eligible for paid holidays or paid vacation.
 - b) The Athletic Director will be eligible for fifteen (15) sick days per year, cumulative to a maximum of two hundred and twelve (212) days.

B. POSITION SALARY

1. All administrative positions will have a "position" salary based on the following criteria:
 - a. Sixth-level diploma.
 - b. Fourteen (14) years of experience (teacher and/or administrative) with at least five (5) years administrative experience.
2. An administrator with less than the required education and experience will be paid less than the "position" salary and such salary will be shown as "actual" salary. The "actual" salary will be adjusted as the education and/or experience increases to meet the requirements indicated in #1 above, as follows:

4 years administrative service:	99% of position salary
3 years administrative service:	98% of position salary
2 years administrative service:	97% of position salary
1 year administrative service:	96% of position salary
0 years administrative service:	95% of position salary

Administrators with less than 14 years experience (teacher and/or administrative) will advance as set forth above, except that an

administrator with 5 or more years of administrative service with less than 14 years overall experience (teacher and/or administrative) shall remain at 99% of position salary until 14 years of service as aforesaid has been attained.

3. The requirements of Paragraphs 1.b. and 2 above may be waived by the Board of Education without consultation with the Branford Administrator's Organization.

C. NEW POSITIONS

1. In the event of the creation of a new position which does not fit any of the established categories, the Board may unilaterally establish the salary for the new position and implement the same without prior negotiations with the Organization. If the Organization disputes the appropriateness of the salary of such new position, it may file a grievance in accordance with Article XII. The parties hereby acknowledge that the arbitrator(s) who hears the grievance concerning the salary of a new position is bound by and restricted to consideration of the factors enumerated in the Teacher Negotiations Act under binding interest arbitration.

D. WITHHOLDING SALARY INCREASES

1. The Board has the right to withhold an increase or part of an increase for performance in need of significant improvement. Prior to such withholding, notice indicating identification of the problem, a plan for resolution, and a mutually agreed time frame for evaluating results of efforts to resolve the problem shall be given and/or shall occur.

E. SALARY REOPENER

1. In the event that State initiates regulations or laws enhancing salaries for or to include administrators, the contract can be reopened by mutual agreement of the parties.

Salary Schedule

<u>Position</u>	<u>2022-23</u> <u>Position</u> <u>Salary</u>	<u>2023-24</u> <u>Position</u> <u>Salary</u>	<u>2024-25</u> <u>Position</u> <u>Salary</u>
HS Principal	\$178,100	\$182,107	\$186,204
MS Principal	\$169,675	\$173,493	\$177,397
Dir of Student Services PK-12	\$169,675	\$173,493	\$177,397
Elementary Principal	\$158,382	\$161,946	\$165,590
HS Assistant Principal	\$153,666	\$157,123	\$160,658
MS Assistant Principal	\$150,700	\$154,091	\$157,558

Elementary Assistant Principal	\$143,394	\$146,620	\$149,919
Coordinator of Student Services	\$143,394	\$146,620	\$149,919
Curriculum Coordinator	\$143,394	\$146,620	\$149,919
Director of Adult Education	\$135,290	\$138,334	\$141,447
SEL Coordinator	\$124,079	\$126,871	\$129,726
Director of Technology	\$145,287	\$148,556	\$151,899
Athletic Director	\$113,600	\$116,156	\$118,770

F. ANNUITY CONTRIBUTIONS

For each administrator satisfying the length of service requirements set forth below, the Board shall contribute the following amounts as a Board-paid contribution to a tax-sheltered annuity designated by the administrator in accordance with the Board's Section 403(b) plan. The Board's annuity contributions shall be separate and apart from, and not be counted as part of, the base annual salary for each administrator.

Employee Years in District	Annuity Contribution Per Year
Zero to Five	\$2,500
Six and Beyond	\$4,500

**ARTICLE V
HOLIDAYS**

The following days will be observed holidays for Branford administrators:

New Year's Eve Day	July 4th	Thanksgiving Day
New Year's Day	Labor Day	Friday after Thanksgiving Day
Martin Luther King Day	Rosh Hashanah	Christmas Eve Day
Presidents' Day	Yom Kippur	Christmas Day
Good Friday	Columbus Day	
Memorial Day	Veterans' Day	

If a calendar is established whereby administrators will be expected to work on any one of these days, each administrator will be granted one floating day off for each one of these days that they are required to work.

**ARTICLE VI
HEALTH AND INSURANCE BENEFITS**

- A. All personnel covered by this Agreement shall be eligible to participate in the High Deductible Health Plan with Health Savings Account with the components set forth in Section B of this Article and shall be eligible to receive the following additional benefits:
1. Term Life Insurance equal to twice the salary per bargaining unit member with double indemnity for accidental death and dismemberment coverage.
 2. Dental Benefits – All full-time personnel covered by this Agreement shall be eligible for dental benefits, which shall include general anesthesia for category II coverage, such as, but not limited to, oral surgery, fillings, endodontics, extractions, etc. The deductibles and maximum benefit for dental benefits are as follows:

\$25	Individual Deductible per Calendar Year
\$75	Family Deductible per Calendar Year
\$1,250	Maximum Benefit per Member per Calendar Year

B. All full-time personnel covered by this Agreement shall have the option to elect membership in the High Deductible Health Plan/Health Savings Account (“HSA Plan”) for themselves as individuals and for their families, except that where both spouses are staff members only one election shall be available.

The plan shall include the following components:

	In-Network	Out-of-Network
Annual Deductible (individual/aggregate family)	\$2000/\$4000	
Co-insurance	N/A	20% after deductible up to co-insurance maximum
Cost Share Maximum (individual/aggregate family)	\$5,000/\$10,000	
Lifetime Maximum	Unlimited	Unlimited
Post-deductible RX \$10/25/40		

The Board will contribute fifty percent (50%) of the applicable deductible amount for each full-time administrator who elects coverage under the HSA plan (with pro-rated funding of the deductible for part-time administrators). One-half of the Board’s contribution toward the deductible will be deposited into the HSA

accounts in July and the remaining one-half will be deposited into the HSA accounts in January.

The parties acknowledge that the Board's contribution toward the funding of the deductible is not an element of the underlying insurance plan, but rather relates to the manner in which the deductible shall be funded for actively employed administrators. The Board shall have no obligation to fund any portion of the deductible for retirees or other individuals upon their separation from employment.

C. Income Protection Insurance

The Board of Education will provide at no cost to the individual employee a plan of income continuance in the form of Disability Income Insurance. The insurance shall have the following features: to age 65, but not less than sixty (60) months, after an elimination period of 180 days, of 60% of salary, to a maximum monthly benefit amount of \$7,000.

D. Premium Payments

The premium cost sharing for administrators participating in the insurance plan and dental benefits offered by the Board shall be as follows:

2022-2023	19.5 %
2023-2024	20.0 %
2024-2025	20.5 %

Said premium cost sharing shall be paid through payroll deductions and may be made through a Section 125 Plan.

- E. The Board reserves the right to reopen the provisions of this Article if the cost of the medical insurance plan offered herein is expected to result in the triggering of an excise tax under The Patient Protection and Affordable Care Act ([ACA; P.L. 111-148], as amended, inter alia, by the Consolidated Appropriations Act of 2016 [P.L. 114-113]) and/or if there is any material amendment to the ACA or related state or federal laws. Reopener negotiations shall be governed by Conn. Gen. Stat. Section 10-153f(e) and shall be limited to health insurance plan design and funding, premium cost share and/or introduction of an additional optional health insurance plan.

ARTICLE VII LEAVES OF ABSENCE

A. Illness and Disability Leave

1. Fifteen days of absence from work shall be allowed annually with full pay to all full-time administrators for personal illness or disability.
2. The Superintendent shall cause a record to be kept of absence. Unused days of absence for illness or disability for each administrator shall be allowed to accumulate to a total of 245 days. Those administrators whose records indicate amounts of unused illness or disability leave over 245 days shall be granted accumulation rights for that amount up to the minimum required within the provisions of the Connecticut General Statutes Section 10-156.
3. Each administrator, at the request of the Superintendent, may be asked to supply a physician's certificate validating the reason for prolonged absence due to illness or disability. In cases of disability arising from pregnancy or related conditions, a doctor's certificate shall be required.
4. In case personal illness or disability results in absence in excess of earned or accumulated leave, full or part salary may be allowed by special action of the Board.

B. Death in Family

1. Five days of non-cumulative absence with pay shall be allowed full-time administrators for death in the immediate family.
2. Immediate family to be defined as to include parent, spouse, child, brother or sister and not to exclude these relationships through marriage or adoption.
3. Three days funeral leave may be used for death of grandparent or grandchild.
4. One day of funeral leave may be used for death of aunt or uncle.

C. Personal Days

1. Each member of the Organization will be allowed a maximum of two days of absence for emergency personal reasons per year, without a deduction in pay, providing that no day of absence for personal reasons occur during a day immediately preceding or following a vacation period, a day of school vacation, or any day scheduled on the school calendar as a holiday unless approved by the Superintendent of Schools and the Board of Education on a request filed prior to a regularly scheduled meeting of the Board of Education.

2. Personal days requested in conjunction with short-term leaves of absence may be approved only in cases of extreme personal hardship. Combination of short-term leave of absence and personal days shall not be used to extend school vacation or holiday periods.

D. Religious Holidays

1. Staff members will be granted three days of absence each year for religious holidays without deduction of pay and without deduction of those days from sick leave.

E. Long-Term Leaves of Absence

1. Leaves of absence of up to one year's duration may be granted without pay at the discretion of the Board of Education.
2. An administrator on a leave of absence who wishes to return shall receive the first professional vacancy for which he/she is eligible and has displayed the proper certification and qualification, provided that written application for return to service is made to the Superintendent at least six months prior to the date of termination of the leave of absence.
3. During a period of long-term leave of absence in accordance with this provision, an administrator may continue his/her insurance benefits if he or she elects to pay 100% of the premium for such coverage. In addition, long-term leaves of absence will not be construed as a break in service for the purposes of calculating seniority. Administrators will not continue to accrue seniority during the period of such absence.

F. Short-Term Leave

1. A short-term leave of absence shall consist of a leave no longer than one month.
2. Short-term leave of absence, with or without pay, may be granted at the discretion of the Superintendent.
3. All applications for short-term leave must explain the reasons for such request.
4. Short-term leave requested immediately preceding or following a vacation period, a day of school vacation, or any day scheduled on the school calendar as a holiday shall be granted only in cases of extreme personal hardship.

5. All communications regarding short-term leave requests shall be treated as confidential.

G. Jury Duty

1. An administrator who is called for jury duty shall receive the leave necessary to fulfill this obligation.
2. Such leave shall not be deducted from other leave privileges.
3. The administrator shall report to his/her assignment on any day court is not in session or when he/she is legally excused from jury duty.
4. While on jury duty, an administrator shall be paid the difference between his/her professional salary and the jury fee.

H. Military Duty

1. An administrator who is conscripted or recalled to active military service shall be reinstated upon return therefrom to the same or similar position as previously occupied at a salary which shall include any advance to which he or she would have been entitled had his or her employment not been interrupted by the period of military service.

I. Vacation

1. Administrators are entitled to twenty-eight (28) vacation days per year. For unused vacation days, it is agreed that up to eight (8) vacation days may be "carried over" into each successive year, provided that, such days may not be accumulated (i.e., the most number of days an administrator may have available in a given year is 36). The Superintendent shall have the prerogative to review and approve the vacation schedules in order to safeguard the interests of the School System.

**ARTICLE VIII
SABBATICAL LEAVE**

- A. Full-time administrative personnel in the Branford School System may be granted sabbatical leaves for a year or half year of university study. No more than one administrator will be granted sabbatical leave in any single school year.
- B. Each candidate must meet all of the following requirements:
1. Hold at least a Master's degree.
 2. Be a full-time certified person who has been employed by the Branford School System for six years preceding the proposed sabbatical year.

3. Submit a plan of study to be carried out at a university in the United States or abroad during the sabbatical year. In special circumstances, administrators on sabbatical leave may carry out research projects instead of attending a regular course of university study. Candidates will not be limited to work in the area of their specialization. The plan of study submitted to the Board should indicate why the administrator wants to study outside his present specialization.
4. Engage in limited remunerative employment during the period of sabbatical leave, agree to return to his or her administrative position, or to a substantially equivalent administrative position in the Branford School System for three years immediately following the sabbatical leave. If an administrator does not return for a full three-year period to his or her administrative position or to a substantially equivalent administrative position in the Branford Public School System following a sabbatical leave, reimbursement to the Board of Education will be made on a pro-rated basis according to the following schedule, provided such non-return was not due to the Board's decision:

Service rendered following sabbatical - NONE.

All funds paid during sabbatical leave shall be returned in two payments: the first on July 1 of the year of expected return; the second on June 30 of the expected year of return.

Service rendered following sabbatical - ONE YEAR.

Sixty-six (66%) percent of all funds paid during the sabbatical leave shall be returned to the Board in two payments: the first payment thirty (30) days following the date of resignation; the second payment on June 30 of the school year in which the resignation occurs.

Service rendered following sabbatical - TWO YEAR.

Thirty-three (33%) percent of all funds paid during the sabbatical leave shall be returned to the Board of Education in two payments: the first payment thirty (30) days following the date of resignation; the second payment on June 30 of the school year in which the resignation occurs.

Should an administrator be unable to meet this payment schedule, extended payments of up to thirty-six (36) months may be arranged with an interest charge to be assessed at the prime rate of interest in effect on the date upon which financial arrangements are concluded.

5. During full-year sabbatical leave, the administrator will receive a stipend equal to two-thirds of the expected annual salary during the sabbatical year. During one half year sabbatical leave, the administrator will receive a stipend equal to two-thirds of the expected semi-annual salary during the sabbatical period. A greater stipend may be granted for either full year or half year sabbatical leaves at the discretion of the Board of Education. The administrator may supplement the sabbatical stipend with other fellowship aid.
- C. Administrators on sabbatical leave will receive salary increases as if they were continuing to work in the Branford School System.
- D. Qualified administrators should apply for sabbatical leave no later than December 1st of the year preceding the year for which leave is requested.
- E. The Superintendent will present all applications to the Board with his recommendations.
- F. The Board will decide which, if any, applications will be approved on or before March 1st preceding the year of the sabbatical.

ARTICLE IX PROFESSIONAL IMPROVEMENT

A. TUITION REIMBURSEMENT

1. The Board will set aside a sum of \$7,000 per year for utilization by BAO members to continue study at the graduate level.
2. Initial reimbursement shall not exceed \$500.00 per administrator per year.
3. Additional reimbursement to administrators requesting such reimbursement will be made for additional courses should there be remaining funds prior to the close of the fiscal year. Should a number of administrators make such additional reimbursement requests, and such requests cannot all be covered by remaining funds, the remaining funds will be divided on an equal percentage basis to said administrators. Such additional reimbursement requests must be made by no later than June 10 and then shall be acted upon in accordance with this Section by no later than June 30.
4. Requests after the dates below will be considered by the Superintendent if the fund has not been depleted.

5. Reimbursement will be made upon evidence that the course has been completed successfully (B+ or higher).
6. Requests for tuition reimbursement must be made prior to July 1 for the summer session, prior to September 1st, for the first semester, and prior to January 1st for the second semester.
7. All courses to which this provision is to be applied shall have prior approval of the Superintendent of Schools.

B. GRADUATE WORK RECOGNITION

1. The Board will compensate administrators for advance graduate study on the following scale:

Administrative Years of Service in Branford	<u>0-5</u>	<u>6-10</u>	<u>11-15</u>	<u>16+</u>
6th year or equivalent	\$ 400	\$ 600	\$ 900	\$1,150
6th year or equivalent + 15 credits	600	900	1,200	1,450
6th year or equivalent + 30 credits	1,000	1,250	1,500	1,750
6th year or equivalent + 45 credits =	1,450	1,750	2,050	2,450

2. Such compensation shall not apply to administrators hired on or after 7/1/94.

**ARTICLE X
PERSONNEL POLICIES**

A. School Business Travel Expenses

1. Administrators traveling on authorized school business shall travel by the most economical means.
2. Authorized mileage for a personal car will be the same allowance as provided by the IRS and would commence the budget year following any IRS change.
3. A request for reimbursable expenses shall be made upon a form supplied by the Board.
4. Reimbursement for expenses incurred by attendance at approved professional meetings shall be at the discretion of the Superintendent.

B. Transfer of Administrators

1. Transfers within the Branford system should, whenever possible, be made on a voluntary basis.
2. Personnel involved in transfers will be contacted by the Superintendent or a designee and will meet to discuss the transfer. Any administrator who shall be transferred will be given a reason or explanation, and shall be given an opportunity to respond.
3. The Board, through its Superintendent, maintains the right to transfer administrators within the system in the best interest of the entire school system.

C. Notification of Staff Vacancies

The Organization will be notified in writing of all staff vacancies.

D. Accrued Sick Leave Benefit

1. For administrators hired prior to September 1, 1994, upon retirement or death after no less than fifteen (15) years of Branford Administrative Service, unused sick leave shall be paid on a per diem rate calculated at 1/245 of the average annual salary of the last five years of service. Maximum accumulation may not exceed 245 days.
2. Administrators wishing to exercise this benefit must so notify the Board in writing by December 1st of the preceding school year.
3. Upon retirement of an Administrator from the Branford School System in accordance with Connecticut General Statutes (10-133f(a), (b) or (c)), the Board will make available, health insurance benefits in force at the time of retirement until age 65, or until the retiree becomes eligible for Federal Health Insurance, whichever occurs first. The cost of such insurance will be at the expense of the retiree.

E. Professional Liability Insurance

1. The Board will contribute \$50 annually for those administrators who hold membership in Phi Delta Kappa toward the purchase of Professional Liability Insurance through Phi Delta Kappa.

F. Dues Deduction

1. The Board agrees to deduct Branford Administrators' Organization dues in twenty equal installments pursuant to signed authorization cards. The deductions will go into effect as soon as possible after the September 15th notification deadline date by the Organization for the individuals involved.

G. Retirement Compensation

For administrators hired subsequent to September 1, 1994, after no less than seven (7) years of service as an administrator in Branford, the Board will contribute \$2,000 per year per eligible administrator toward an annuity of the administrator's choice.

**ARTICLE XI
ADMINISTRATORS RIGHTS**

A. Administrators Rights

The rights of administrators as employees shall be protected under the General Statutes of the State of Connecticut as per Section 10-151, 10-153, A-G, 10-235 and 10-236.

B. Equal Opportunity Employer

The Board will not discriminate against any administrator on the basis of race, creed, color, sex, age, national origin or marital status.

**ARTICLE XII
GRIEVANCE PROCEDURE**

A. PURPOSE

The purpose of this procedure is to resolve grievances that may arise at the lowest possible administrative level.

B. DEFINITIONS

1. "Grievance" shall mean a complaint by the bargaining unit concerning an alleged misinterpretation, misapplication, or violation of a specific term or terms of this collective bargaining agreement.
2. Administrator shall mean any certified professional full-time employee member of this bargaining unit.
3. When "days" are referred to in the time limit hereof, such shall mean administrative work days.

C. TIME LIMITS

1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each step shall be considered as a maximum. The time limits specified may, however, be extended by written agreement of the parties in interest.
2. If a grievance is not filed in writing within fifteen (15) days after the known act or conditions on which the grievance is based, then the grievance shall be considered to have been waived.
3. Failure to appeal a grievance to the next level within the specified time shall be deemed to be acceptance of the decision rendered at that level.

D. INFORMAL PROCEDURES

1. If an administrator feels that they may have a grievance, they shall first discuss the matter with their immediate supervisor or other appropriate administrator in an effort to resolve the problem informally.
2. If the administrator is not satisfied with such disposition of the matter (#1 above), they shall appeal to the Organization to assist them in further efforts to resolve the problem informally with their supervisor or other appropriate administrator.

E. FORMAL PROCEDURE

1. FIRST STEP

If the aggrieved administrator is not satisfied with the disposition of their grievance on an informal basis, they may file in writing a grievance with the Organization, for consideration of referral to the Superintendent of Schools. Such filing must take place within the fifteen (15) day period as set forth in Section C (2) above.

- a) The Organization shall decide within five (5) days after receipt of a written grievance whether or not the Organization shall initiate the formal process. Should the Organization decide in the negative, the matter shall be deemed closed.
- b) The Organization shall within five (5) days after affirmative decision in one (1) above, refer the grievance to the Superintendent.
- c) The Superintendent shall within ten (10) days after receipt of the written grievance, meet with the aggrieved administrator and with representatives of the Organization for the purposes of resolving the grievance.

- d) The Superintendent shall within ten (10) days after the hearing, render his decision and the reasons therefore in writing to the Organization with a copy to the aggrieved administrator.

2. SECOND STEP

If the aggrieved administrator is not satisfied with the disposition of the grievance at Step 1, he/she may, within five (5) days after the decision, request the Organization to file an appeal to the Board of Education.

- a) The Board of Education shall, within fifteen (15) days after receipt of the written appeal, meet with representatives of the Organization and with the aggrieved administrator for the purpose of resolving the grievance.
- b) The Board shall, within ten (10) days after such meeting, render its decision and the reasons therefore in writing to the aggrieved administrator, with a copy to the Organization.

3. THIRD STEP

- a) If the aggrieved administrator is not satisfied with the disposition of the Grievance at Step 2, the administrator may, within five (5) days after receipt of the Board decision, request that the Organization submit the grievance to arbitration.
- b) The Organization within five (5) days after receipt of such request, shall submit the grievance to arbitration by so notifying the Board in writing.
- c) The Chairman of the Board and the President of the Organization 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 a single arbitrator.
- d) The arbitrator selected shall confer promptly with representatives of the Board and the Organization shall review the record of prior hearings, and shall hold such further hearings with the aggrieved administrator and other parties of interest as he/she shall deem requisite.
- e) The arbitrator shall be governed by the Voluntary Rules and Regulations of the American Arbitration Association and shall render his/her decision in writing to the Board and the Organization

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 both parties.

- f) The costs for the services of the arbitrator shall be borne equally by the Board and the Organization.
- g) All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
- h) The arbitrator may only hear and decide a grievance based upon an alleged misapplication, violation, or misinterpretation of this agreement. The decision of the arbitrator shall be final in all other matters. The arbitrator shall hear and decide only one grievance in each case. He/she shall be bound by and must comply with all of the terms of this agreement. He/she shall have no power to add to, delete from, or modify in any way the provisions of this agreement. The decision of the arbitrator shall be binding on both parties.

ARTICLE XIII REDUCTION IN FORCE AND RECALL

- A. It is recognized that the Branford Board of Education has the sole and exclusive prerogative to eliminate positions or reduce staff, consistent with the provisions of state statutes. If in the Board's opinion it is necessary to reduce the administrative staff within particular administrative classifications, it shall be on the basis of length of administrative service within the Branford School System (seniority), certification, and qualifications. The above criteria are not listed in any particular order of significance.

In order to promote an orderly reduction in the administrative personnel, the following procedure will be used:

- a. Any administrator relieved of his/her duties because of reduction of staff or elimination of position shall be offered an administrative opening if one exists, in his/her classification.
- b. If there is no existing administrative opening in his/her classification, the displaced administrator shall be offered the position of an administrator who has the least seniority in his/her present classification.
- c. If there is no existing administrative opening in his/her classification and the displaced administrator has the least seniority in his/her

classification, he/she will be offered an administrative opening, if one exists, in any other administrative classification for which he/she is certified and qualified.

- d. If there are no existing administrative openings in any administrative classifications, and the displaced administrator has the least seniority in his/her present classification, but has administrative seniority over an administrator in another classification for which the displaced administrator is certified and qualified, the displaced administrator will be offered such position, provided, however such appointment does not constitute a promotion.
- e. If an administrator is relieved of his/her duties because of a reduction in staff or elimination of position and another administrative position is not otherwise available as aforesaid, he/she will be offered a teaching position for which he/she is certified, subject to the R.I.F. provisions of the teacher collective bargaining agreement.
- f. If an administrator is relieved of his/her duties because of a reduction in staff or an elimination of position and employed as a teacher, he/she will be given the experience credit on the salary schedule according to the teacher contract.
- g. The classifications referred to above are as follows:
 - 1. High School Principal
 - 2. Middle School Principal
 - 3. Elementary Principal
 - 4. High School Assistant Principal
 - 5. Middle School Assistant Principal
 - 6. Director of Student Services PK-12
 - 7. Elementary Assistant Principal
 - 8. Coordinator of Student Services
 - 9. Director of Adult Education
 - 10. Athletic Director

1. The provisions set forth in this paragraph shall apply only to employees hired by the Board as administrators prior to July 1, 2013. The salary of any administrator displaced to a subordinate administrative or teaching position shall be "red circled" (frozen) at the amount the displaced administrator was receiving, until the salary for the new position is equal to or greater than his/her "red circled" (frozen) salary. In the case of "red circling" the salary of an administrator reassigned to a teaching position, such difference in pay, if any, shall constitute a separation allowance from administrative employment. An administrator displaced to a subordinate administrative position shall work the full administrative work year.
2. An administrator displaced into the teachers' bargaining unit shall retain all accumulated sick leave.
3. Recall
 - a) Any administrator who is reassigned or terminated as a result of the provisions of this Article shall be placed on a recall list for one (1) year. Such administrator shall be recalled in the reverse order of the procedure noted above should a vacancy occur in a category for which the administrator is eligible and as long as such administrator applies for such vacancy in accordance with its posting.
 - b) If an administrator fails to apply or refuses a position in a category for which the administrator is eligible, the administrator shall be dropped from the recall list.
 - c) The Superintendent or his/her designee shall mail to such administrator notice of such postings to his/her last known mailing address.
 - d) The Superintendent shall supply a recall list to the Organization president containing the names of those administrators reassigned in accordance with the above-noted procedures. The Superintendent shall also supply the Organization with a copy of all job postings of administrators' positions.

ARTICLE XIV FAIR PRACTICES

Any administrator who is appointed by the Superintendent of Schools to work in a higher classification than his regular classification for more than fifteen (15) consecutive

school days shall receive, retroactive to the first day of such work, the pay for the higher classification in which is working.

ARTICLE XV DURATION

This Agreement shall be effective as of July 1, 2022 and shall continue and remain in full force and effect through June 30, 2025.

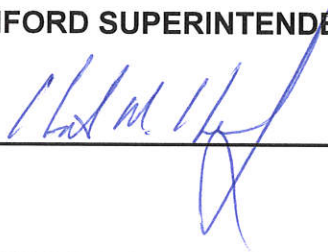
ARTICLE XVI DUES DEDUCTION

- A. Upon the submission of a voluntary written authorization the Board agrees to deduct from salary paid to each administrator an amount equal to the Organization membership dues by means of payroll deductions. The amount of the deduction from each paycheck for membership dues shall be equal to the total Organization membership dues divided by the number of paychecks from and including the first paycheck in September through and including the last paycheck in June. The Organization shall, no later than August 1st of each year, give written notice to the Business Office of the amount of dues of those members of the Organization, which are to be deducted in that school year under such authorization.
- B. The balance of the annual dues shall be deducted from the final paycheck of any employee resigning his position, receiving a leave of absence or terminating his employment after the opening of school. Similarly, employees commencing employment at any time during the school year shall be responsible for the school year's annual dues by means of deductions from the remaining paychecks for that school year.
- C. The Organization shall indemnify and save the Board and/or the Town harmless against all claims, demands, suits, judgment 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 for the purpose of complying with the provisions of this Article.

ARTICLE XVII JUST CAUSE

No administrator shall be suspended without pay without just cause.

BRANFORD SUPERINTENDENT OF SCHOOLS

By 

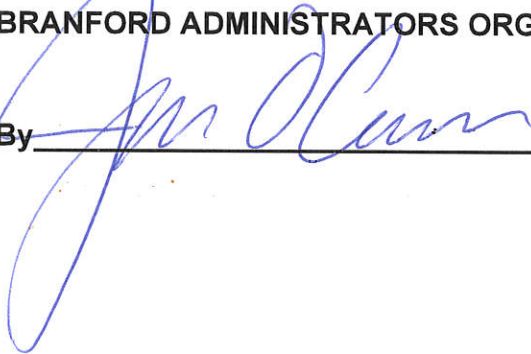
Date: 11/1/21

BRANFORD BOARD OF EDUCATION

By 

Date: 11.1.21

BRANFORD ADMINISTRATORS ORGANIZATION

By 

Date: 10/28/21