

PROFESSIONAL AGREEMENT
between
THE BOLTON BOARD OF EDUCATION
and
THE BOLTON ADMINISTRATORS ASSOCIATION

July 1, 2017 – June 30, 2020

TABLE OF CONTENTS

| | | |
|--------------|--|----|
| ARTICLE I | Preamble | 1 |
| ARTICLE II | Board Prerogatives..... | 1 |
| ARTICLE III | Duration | 1 |
| ARTICLE IV | Recognition | 1 |
| ARTICLE V | Work Definitions | 2 |
| ARTICLE VI | Benefits | 2 |
| ARTICLE VII | Leaves | 4 |
| ARTICLE VIII | Grievance Procedure | 6 |
| ARTICLE IX | Salary Schedule | 8 |
| ARTICLE X | Vacation | 9 |
| ARTICLE XI | Holidays | 9 |
| ARTICLE XII | Savings Clause | 9 |
| ARTICLE XIII | No Strike Clause | 10 |
| ARTICLE XIV | Reduction in Force | 10 |
| ARTICLE XV | Protection of Administrators..... | 11 |
| ARTICLE XVI | Just Cause | 11 |
| ARTICLE XVII | Resignation Notice/Transition Plan | 11 |
| APPENDIX A | Salary Schedule..... | 13 |

Article I - Preamble

This agreement is negotiated under Section 10-153b through 10-153f of the General Statutes of the state of Connecticut, as amended, in order to encourage effective and harmonious working relationships between the Bolton Board of Education (hereinafter referred to as the "Board") and the Bolton Administrators Association (hereinafter referred to as the "Association"). The Board, the Superintendent of Schools and the Association will work as a team toward the optimum operation of the Bolton Public School System in order that the cause of public education may best be served.

This agreement shall constitute the entire contract between the Board and the Association unless changed by mutual consent of both parties through the chairman of the Board and the president of the Association. Such mutually consented changes shall be in writing and ratified by the membership of both parties.

This agreement may be amended only by the mutual written agreement of the parties. Any agreement between the parties with respect to a proposed amendment shall be reduced to writing, shall be ratified by the membership of both parties, shall be signed by the chair of the Board and the president of the Association and shall become an addendum to this agreement.

Article II - Board Prerogatives

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 Bolton in all its aspects, including but not limited to the following: those powers specified in Connecticut General Statutes 10-220, 10-221, and 10-222, and any other applicable statute, and the power to employ, assign, demote and transfer administrators to positions within or outside of the bargaining unit; to suspend or dismiss members of the unit in the manner provided by statute; to prepare and submit budgets to the town of Bolton 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 advisable. 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 contract.

Article III - Duration

- 3.1 This agreement is made and entered into this first day of July 2017 and will terminate the thirtieth day of June 2020 by and between the Board and the Association.

Article IV - Recognition

- 4.1 The Board recognizes the Association as the exclusive negotiating representative of all certified employees specified in Article V of this contract who are employed in positions requiring an intermediate administrator or supervisor certificate, or the equivalent thereof, as defined in Section 10-153b through 10-153f of the Connecticut General Statutes, as amended.

- 4.2 The Association accepts such recognition and agrees to represent equally all certified personnel covered by this contract.

Article V - Work Definitions

- 5.1 The work year for Association members shall be determined by the Board of Education.

The Association recognizes that the Board has the right, in its sole discretion, to set the student school year. The Association agrees that, in the event that the Board extends the student school year by up to ten (10) days, the Association will not request any impact bargaining under the provisions of the Teacher Negotiation Act.

- 5.2 The Board encourages the concept of flexible work hours within the context of acknowledging the need for administrator availability for responsiveness to identified tasks and ultimate discretion of the Superintendent in the realm of workday length, if such tasks are not completed in his judgment.
- 5.3 All eleven-month Administrators (Dean of Students) will work two hundred eleven (211) days, including five (5) working days after the last day of classes and ten (10) working days before the first day of classes; and fifteen (15) additional working days (combination of school year vacation periods and summer vacation) which shall be mutually agreed upon by said Administrator and the Superintendent. Eleven-month Administrators will normally work the student year, but this may be varied with approval by the Superintendent.

Article VI - Benefits

- 6.1 The Board will provide insurance coverage for each eligible employee through the following insurance plan set forth below:

- (a) High Deductible Health Plan (HDHP) with a Health Savings Account (HSA) component. The HDHP/HSA plan will include the following components:

| | In-Network | Out-of-Network |
|---|--------------------------------------|--|
| Annual Deductible (individual/aggregate family) | \$2,500/\$5,000 | |
| Co-insurance | N/A | 20% after deductible up to the co-insurance maximum |
| Out of pocket maximum (individual/aggregate family) | N/A | \$5,000/\$10,000 |
| Lifetime maximum | Unlimited | Unlimited |
| Preventive Care | Deductible not applicable | 20% after deductible, subject to co-insurance limits |
| Prescription Drug Coverage | Treated as any other medical expense | |

- (b) Effective July 1, 2017 and each year thereafter during the duration of this Agreement, the Board will fund fifty percent (50%) of the applicable HSA deductible amount for full-time employees. The Board's contribution toward the HSA deductible will be deposited into the HSA accounts in two equal installments on the first payroll date in September and January of the applicable year. The parties acknowledge that the Board's contributions toward the funding of the HSA plan, referenced in paragraphs (a), (b) and (c) above, are not an element of the underlying insurance plan, but rather relates to the manner in which the deductible shall be funded for actively employed teachers. The Board shall have no obligation to fund any portion of the HSA deductible for retirees or other individuals upon their separation from employment.
 - (c) The administrators' premium share for the High Deductible Health Plan hereinabove, with no maximum dollar amount on employee contributions, shall be twenty percent (20%) for year 1, twenty-one percent (21%) for year 2, and twenty-two percent (22%) for year 3.
 - (d) In addition to the health insurance benefits described above, the Board will maintain dental coverage with a premium cost share of 20% for the duration of the contract through the Blue Cross/Blue Shield Dental Plan including Dental Riders A and B.
- 6.2 The Board reserves the right to change carriers and/or plans for any of the insurance coverage referenced in this Agreement, provided that the overall level of benefits remains substantially comparable to or better than the plan in effect prior to the change, when considered as a whole.
 - 6.3 The Board will provide term life insurance for each administrator in an amount equal to two times the administrator's annual salary.
 - 6.4 The Board recognizes the value of professional conferences and conventions. The Board agrees to pay each administrator up to one thousand (\$1000.00) dollars to defray the cost of registration, materials and travel expenses related to professional development activities. Reimbursement per mile will be consistent with the Board of Education established guidelines for employee travel.
 - 6.5 The Board recognizes the benefits to the system for administrator participation in the varied activities and professional communications with the state and national organizations and agrees to pay full annual membership fees that support administrators' professional responsibilities and expectations.
 - 6.6 The Board agrees to reimburse each administrator the cost of documented in-district and out-of-district school related travel. Reimbursement per mile will be consistent with the Board of Education established guidelines for employee travel.
 - 6.7 The Board shall maintain a Section 125 Plan (as permitted by law) for the purpose of permitting the administrators to make such premium contributions on a pre-tax basis.

Article VII - Leaves

- 7.1 The Association and the Board recognize that during the year it is necessary for administrators to have personal time granted. Administrators will have five (5) personal days set aside for that purpose. The Board has delegated to the Superintendent the responsibility for the administration of such requests as may from time to time occur.

Application for such leave shall be made through the immediate supervisor at least twenty-four (24) hours before the requested day of leave (except in emergencies). All five (5) days may be taken on an unspecified basis. Personal leave shall not apply on the last day prior to a holiday or vacation, or the first day of school after a holiday or vacation.

- 7.2 Twelve month administrators shall be entitled to sick leave with full pay up to a maximum of twenty (20) working days in each year. Unused leave shall be accumulated from year to year up to a maximum of two-hundred and twenty-five (225) days.

Eleven month administrators shall be entitled to sick leave with full pay up to a maximum of fifteen (15) working days in each year. Unused leave shall be accumulated from year to year up to a maximum of two-hundred and twenty-five (225) days.

- 7.3 A medical certificate may be requested for sick leave if the administrator's absence from duty recurs frequently or, if in the judgment of the Superintendent, evidence indicates reasonable cause for requiring such a certificate.

- 7.4 Childrearing Leave

A. Any administrator shall be entitled, upon written request submitted to the Superintendent of Schools, to an extended leave without pay for purposes of childrearing, apart from any period of childbirth disability with pay. Such employees shall be entitled to such leave for any school year, or reasonable requested portions thereof, in which the child is born, adopted, fostered, and for one additional year, if requested by administrator.

B. Childrearing leave shall be subject to the following provisions:

1. A request in writing must be made by the administrator to the Superintendent of Schools at least thirty (30) days prior to commencement of leave.
2. Notification shall be given by the administrator to the Superintendent of Schools ninety (90) days in advance of intent to return to work.

3. An administrator on child-rearing leave shall earn full salary credit, for purposes of advancement on the salary schedule, for any school year during which the administrator worked for at least ninety (90) school days. The administrator shall also retain any accumulated sick leave earned previous to the leave.
5. Only one (1) spouse, if both are employed by the Bolton School System, will be granted childrearing leave at a time.
6. An administrator on leave will be eligible to continue participation in the administrators' retirement program in accordance with all applicable laws. The administrator will also be eligible to participate in any of the insurance programs provided for in the BAA-BOE Agreement at his/her own expense.

7.5 Sabbatical Leave - Members of the administrative staff who have served for seven (7) consecutive years may, upon recommendation of the Superintendent and with the approval of the Board, be granted leave of absence for the purposes of advanced graduate study in the field of education, or in a program outlined by the Association member and by the Board. The following conditions will apply:

- A. Applicants must file with the Superintendent of Schools a statement of the definite purpose for which such leave of absence is desired. In the 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 other than graduate study, the program must be completely outlined by the Association member and by the Board.
- B. Administrators granted sabbatical leave of absence are required to report once during the semester to the Superintendent concerning current program status. If such status reports are not consistent with the approval plan, the leave may be terminated by the Board.
- 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 case of resignation within two years, to refund the Town such proportion of the salary paid during the leave of absence as to the unexpired portion of two (2) years shall bear to said portion.
- D. Such leave shall not be granted for less than one (1) full semester nor more than for one (1) year. Administrators taking leave shall not be eligible for such leave again until five (5) years have expired after return.
- E. An administrator on sabbatical leave will receive one-half (1/2) of his/her present base salary and all other fringe benefits specified herein for the length of the leave.

- F. Regular annual salary increments shall be given for time of leave the same as for regular service in the school.
 - G. Applications for such leave of absence granted within any school year shall be acted on by the Board at its first regular meeting in January of the preceding year. Deviation from the above may be recommended by the Superintendent.
 - H. An administrator who has been granted sabbatical leave shall return to the position in which he/she was employed when the leave became effective or to a comparable assignment unless mutually agreed otherwise.
- 7.6 Accumulated Sick Leave for Retirement or Death - Any administrator hired before June 30, 2016 who retires from the Bolton School System or dies during his or her employment with the Bolton School System with five (5) or more years of service in the Bolton School System will receive upon retirement, or the administrator's estate shall receive upon his or her death, an amount equal to accumulated sick leave but not to exceed twenty-five (25) days at \$350 per day.
- 7.7 Administrators shall be entitled to five (5) school days of bereavement leave with pay, in the event of the death of a spouse, child/step child, parent(s), step parent(s), brother and sister. Administrators shall be entitled to three (3) school days of leave of absence of pay, in the event of death of a mother-in-law, father-in-law, daughter-in-law, grandparents and grandchildren or other family members as approved by the superintendent.

Article VIII - Grievance Procedure

- 8.1 The purpose of this procedure is to secure at the lowest possible level equitable solutions to grievance against either the Board and/or its employees.
- 8.2 "Grievance" shall mean a complaint by an administrator or a group of administrators that, as to him/her or them, there has been a violation, misinterpretation or misapplication of a specific provision of this agreement.
- 8.3 Days shall mean calendar days except weekend and school holidays.
- 8.4 The number of days indicated at each step shall be considered as maximum. If the aggrieved does not file a grievance in writing within twenty (20) days after he/she knows or should have known of the act or conditions on which the grievance is based, then the grievance shall be considered waived. Failure by the aggrieved and/or the Association to appeal a grievance decision in writing to the next level within the specified time limits shall be deemed to be the acceptance of the decision. Before instituting the formal mechanics of the grievance procedure, the aggrieved shall notify the other party of his/her intent. This should establish for both parties the gravity of the situation. Prior to the start of the formal grievance procedure, and after notification of intent, the parties shall forthwith attempt to resolve the dispute through at least one informal meeting.

8.5 Informal Procedure

- A. If an Association member feels that he/she may have a grievance, he/she shall first discuss the matter with the Superintendent of Schools in an effort to resolve the problem informally.
- B. If the grievant is not satisfied with such disposition of the matter, he/she shall have the right, if he/she so desires, to have the Association assist him/her in further efforts to resolve the problem informally with the Superintendent of Schools.

8.6 Formal Procedure

- A. Level One - If an aggrieved Association member is not satisfied with the outcome of informal procedures, or if he/she has elected not to utilize such procedures, he/she shall present his/her claim as a written grievance to the Superintendent of Schools. The written grievance is to include the following items: precise nature of grievance, agreement article or provision violated, action requested, and signature of the aggrieved party or the Association. The Superintendent of Schools shall within five (5) days after receipt of the written grievance, render his/her decision and the reasons therefore in writing to the aggrieved.

Failure by the Superintendent of Schools to render his/her decision within the specified time limits shall be considered a denial of the grievance and shall enable the grievant to advance the grievance to Level Two.

- B. Level Two - If the aggrieved is not satisfied with the disposition of the grievance at Level One, he/she may within three (3) days after the decision or within eight (8) days after the Superintendent receives the grievance, file the grievance with the Board.

The Board, or a sub-committee of the Board consisting of three or more members shall, within twenty (20) calendar days, meet with the aggrieved and representatives of the Association for the purpose of resolving the grievance.

The Board, or a sub-committee of the Board consisting of three or more members shall, within fourteen (14) calendar days after such Level Two meeting, render its decision and the reasons therefore in writing to the aggrieved.

Failure by the Board to render its decision within the specified time limits shall be considered a denial of the grievance and shall enable the grievant to advance the grievance to Level Three.

C. Level Three - Arbitration

1. If the Association is not satisfied with the disposition of a grievance, as defined in Section 8.2, it may notify the Board and the American Arbitration Association in writing of its request for arbitration within fifteen (15) days of the decision at Level Two. Said arbitration shall be held in accordance with the rules and procedures of the American Arbitration Association.
2. The arbitrator shall have no power to add, delete, alter, amend or modify any of the terms of this agreement. The arbitrator shall hear one grievance in each case, and he/she shall be bound by and must comply with all of the terms of the contract.
3. The arbitrator shall render his/her decision within thirty (30) days of the close of the arbitration proceeding or the filing of briefs by the parties. The arbitrator's decision shall be final and binding on the grievant, the Association, and the Board except as otherwise provided by law.
4. The cost of the arbitrator's fee shall be borne equally by the Board and the Association.

Article IX - Salary Schedule

- 9.1 The base salaries of administrators covered by this Agreement shall be comprised of the following two components: 1) cash compensation, in such amounts as are set forth in Appendix A of this Agreement; and 2) an additional sum as follows, as to which each administrator will arrange to have an elective deferral deducted from his/her salary on a pre-tax basis as permitted under IRC Section 403(b), as amended, and then contributed toward the purchase of a 403(b) annuity with a tax sheltered annuity of his/her choice from the accounts offered by the Board in the following amounts:

| | |
|-------------|--|
| 2017 - 2020 | 4% of the applicable cash compensation amount set forth in Appendix A. |
|-------------|--|

For the purposes of reporting an administrator's salary and for determining contributions for a particular contract year to the Connecticut State Teachers' Retirement System, the Board shall include the full amount of the administrator's total base salary, which includes the sum of the amounts specified in Appendix A and 9.1 above.

- 9.2 Any newly hired administrator may be offered a salary up to but not more than the salary for that position for that year as outlined in the contract, and for the term of this contract, their salary will increase by the same percentage.

Article X - Vacation

- 10.1 All vacation requests are to be submitted to the Superintendent for approval.
- 10.2 The administrators who work a twelve-month work year will receive twenty-five (25) days of vacation.

Vacation time will be prorated in the first year for an administrator with less than a full year.

Administrators hired to a ten-month or shorter work year shall not be entitled to receive vacation.

- 10.3 Administrators may be paid for up to five (5) unused vacation days at the daily rate of 1/260th of base salary. Unused vacation days may not be carried over to the next year.
- 10.4 Payment for unused vacation shall be made in accordance with the provisions of Section 17.1. In no case shall the Board make any payment to an administrator for unused vacation days that are carried over from one school year to another under Section 10.3.

Article XI - Holidays

- 11.1 All administrators will be entitled to the following holidays with full pay, provided that school is not scheduled on that day:

| | |
|------------------------|------------------------|
| New Year's Day | Labor Day |
| Martin Luther King Day | Columbus Day |
| Presidents' Day | Veterans' Day |
| Good Friday | Thanksgiving Day |
| Memorial Day | Day After Thanksgiving |
| Independence Day | Day Before Christmas |
| Christmas Day | Day After Christmas |

Article XII - Savings Clause

- 12.1 If 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. The invalid provision shall be severed from this agreement.
- 12.2 The Board and the Association agree that all matters not covered by this agreement or by current Board policies remain the prerogative of the Board and any contractual omission shall not imply a surrendering on the part of the Board of any duty or responsibility properly its province in the maintaining of the Bolton Public Schools as defined by law.

- 12.3 Nothing in this section negates the Bolton Administrators Association's rights under Section 10-153b-f of the General Statutes of Connecticut, Revision of 1958, as amended.

Article XIII - No Strike Clause

- 13.1 The Association agrees that it will not call, authorize, instigate, sanction, or condone any strike, slowdown or stopping of work during the period of this agreement or any extension thereof. The Association, its officers and other agents, shall promptly give notification to all employees that such action is unauthorized and in violation of the contract.

Article XIV - Reduction in Force

14.1 Reasons for Elimination of Administrative Positions

- A. It is recognized that the Board has the sole and exclusive prerogative to eliminate administrative positions consistent with the provisions of the state statutes. Eliminations of an administrative position may result from decreases in student enrollment, changes in curriculum, severe financial conditions or other circumstances as determined by the Board.
- B. The Board reserves the right to lay off administrators as the Board, in its sole discretion, may determine. In making layoffs or reassignments, the Board shall consider the following criteria:
 - 1. Qualifications, as determined by certification, educational background and administrative experience, within or outside the Bolton School System.
 - 2. Administrative performance as determined by annual evaluations.
 - 3. Length of administrative service in Bolton.
 - 4. Type of certification.

The Board shall notify the affected administrator within seven (7) days of the decision, and such notice shall be given at least thirty (30) days prior to the effective day of layoff.

- C. No administrator who has been laid off shall be entitled to payment or accrual of any compensation or fringe benefits, whether or not he/she remains on the reappointment list. However, an administrator who is reappointed from the list shall be entitled to reinstatement of any benefits earned or accrued at the time of layoff, and further accrual of salary increments and fringe benefits shall resume where they left off. No years of layoff shall be credited as years of service for compensation or retirement purposes.

- D. Administrators who have been laid off from a position in the administrative bargaining unit under this procedure have recall rights for a period of up to two (2) years. An administrator shall have recall rights only to the administrative position(s) the administrator has held previously in Bolton. Recall notice will be given by registered mail, return receipt requested, to the administrator's last known address. If the administrator fails to respond within ten (10) days of mailing of the recall notice, recall rights will be lost, and the administrator's name will be removed from the recall list.
- E. If an administrator is relieved of his/her duties because of a reduction in staff or elimination of position, he/she will be offered a teaching position for which he/she is certified and qualified, as determined by the Superintendent, subject to the reduction in force provision of the teachers' contract.
- F. It is recognized that dismissal from the school system of an administrator is reviewable only under Connecticut General Statute 10-151, and in no other manner. The procedures therein provide the exclusive appeal from a separation from employment. Therefore, no grievance under this Article may be submitted under the grievance procedure contained in this agreement. However, the parties agree that, in the event of a hearing under Connecticut General Statute 10-151, the provisions of this contract can and should be submitted to the Board, an impartial hearing panel or a court, as appropriate.

Article XV - Protection of Administrators

- 15.1 The Board of Education has an obligation to indemnify administrators in accordance with Connecticut General Statute 10-235 and 10-236a.

Article XVI - Just Cause

- 16.1 No administrator will be suspended or demoted without just cause.

Article XVII – Resignation Notice/Transition Plan

- 17.1 The Bolton Administrators Association agrees to a transition plan for administrative personnel who choose to relocate professionally as follows:
 - A. The Board must have a minimum of thirty (30) calendar days' resignation notice. In addition to the thirty (30) calendar days' notice, the administrator shall work four (4) full days with the newly hired administrator after his or her hire in order to acclimate the new administrator, on such dates as are mutually agreeable between the administrator and the Superintendent. The purpose of such provision is to insure a smooth transition towards the end of continued quality educational service to the community's youth.

- B. An administrator who complies with the requirements of Section A above shall be paid for a pro-rated number of the administrator's unused vacation days earned within the fiscal year in which the administrator leaves the district. Unless the Superintendent expressly waives the requirements of Section A above, an administrator who fails to comply with any or all of the requirements of Section A above shall forfeit any cash reimbursement for unused prorated vacation time.

Date 10/4/16

Elizabeth Krueger
Elizabeth Krueger, Chair
Board of Education

Date 10/4/16

Mary Grande
Mary Grande, President
Bolton Administrators Association

Appendix A

2016 – 2017 Administrator Salaries as Base

| | |
|---|-----------|
| Bolton Center School Principal | \$122,649 |
| Bolton Center School Assistant Principal | \$109,010 |
| Bolton High School Principal | \$134,154 |
| Director of Instructional Technology & Curriculum | \$113,821 |
| Director of Pupil Services | \$123,325 |
| Dean of Students | \$94,787 |

Administrators holding a doctorate will receive an additional \$2,750 yearly in their salary.

| | | | |
|-------------------|--------------------|--------------------|--------------------|
| Salary Increases: | <u>2017 – 2018</u> | <u>2018 – 2019</u> | <u>2019 – 2020</u> |
| | 3.0% | 3.10% | 3.10% |

