

ACTON PUBLIC SCHOOLS

ACTON-BOXBOROUGH REGIONAL
SCHOOLS

ADMINISTRATORS' BENEFITS MANUAL

July 1, 2009

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ADMINISTRATORS' BENEFITS MANUAL**

ARTICLE 1
RECOGNITION

1.1 This Administrators' Benefits Manual covers the general benefits for all administrators. Individual administrator contracts can exceed the provisions of this document. Any proposed changes to this manual require the approval of both School Committees.

ARTICLE 2
LENGTH OF WORK YEAR AND
ADMINISTRATIVE RESPONSIBILITIES

2.1 The work year for administrators shall be a twelve month work year. Any exceptions to the length of the work year shall be noted in the administrator's individual contract.

2.2 The work year for twelve month administrators shall include all weekdays in the year except legal holidays, the day after Thanksgiving and twenty (20) vacation days during the first ten (10) years of employment in an administrative position and twenty-five (25) days during the eleventh (11th) and all subsequent years of employment.

The following are recognized as work holidays:

- | | |
|---------------------------|----------------------------|
| 1. New Year's Day | 7. Labor Day |
| 2. Martin Luther King Day | 8. Columbus Day |
| 3. Washington's Birthday | 9. Veteran's Day |
| 4. Patriot's Day | 10. Thanksgiving Day |
| 5. Memorial Day | 11. Day after Thanksgiving |
| 6. Independence Day | 12. Christmas Day |

2.3 Should an administrator desire to change the number of days worked per year, he/she may request an adjustment and the Superintendent will approve or disapprove. If the work year is altered, compensation will be appropriately increased or decreased.

2.4 An administrator shall devote the time necessary in his/her professional judgment to assure quality of education for the students of each school system. Administrators may carry over vacation days per the following schedule:

Effective June 30, 2010, Administrators may carry over unused vacation days to a maximum of forty days.

Effective June 30, 2011, Administrators may carry over unused vacation days to a maximum of thirty days.

Effective June 30, 2012, Administrators may carry over unused vacation days to a maximum of twenty days.

Effective June 30, 2013, Administrators may carry over unused vacation days to a maximum of ten days.

Vacation day carry over exceeding these limits will require the express written permission of the Superintendent.

2.5 An administrator will have the right and responsibility to identify and recommend which administrative activities shall have priority in the successful operation of his/her school or area of responsibility.

2.6 The Superintendent may grant compensatory time based on the requirement of an administrator to work unusual hours or days.

ARTICLE 3

SALARIES

3.1 An administrators' annual salary shall be determined by the Superintendent after a consultation between the Superintendent (or designee) and the administrator.

ARTICLE 4
LEAVES OF ABSENCE

4.1.1 Sick Leave. Each administrator shall be entitled to fifteen (15) days of paid sick leave for each school year. An administrator shall receive two (2) additional days of sick leave if he/she works an eleven (11) month work year and three (3) additional days of sick leave if he/she works a twelve (12) month work year. Accumulated and unused sick leave shall be carried over from year to year.

4.1.2 Sick leave shall be granted and taken only when an administrator is prevented from working because of actual personal illness or injury (including pregnancy and pregnancy related illness) or because of a serious illness of or injury to a member of the administrator's "immediate family" or other relative of the administrator's household requiring the personal attention of such administrator. "Immediate family" shall be defined in Section 4.3 below. Where individual circumstances require, the Superintendent may, in his/her discretion, expand the definition of immediate family. To be eligible for sick leave, an administrator must report the illness or injury to his supervisor or his/her designated representative at least one (1) hour prior to such administrator's scheduled reporting time on the first day of absence, (thirty [30] days prior to the expected birth date for pregnancy), and, if the absence continues in excess of three (3) days or other unusual circumstances exist, he/she shall furnish, upon request, evidence satisfactory to the Superintendent or his/her designee that he/she was prevented from working by the illness or injury.

4.2.1 Extended Paid Sick Leave. Each administrator who has served for either of the Districts for at least one (1) full school year shall have an extended paid sick leave account which may be utilized if the administrator is prevented from working because of personal illness or injury. In order to be eligible to use extended paid sick leave during a period of absence due to personal illness or injury, an administrator must meet the following conditions:

- (a) all of the administrator's accumulated sick leave must have been exhausted
- (b) the administrator must furnish to the appropriate Committee a physician's certificate attesting that the illness or injury disables the administrator from working and is expected to continue for at least thirty (30) work days. Thereafter, the administrator may be required to furnish further medical certification. The Committee reserves the right to have its physician examine the administrator.

4.2.2 The maximum number of days of extended paid sick leave in an administrator's account shall be based upon the number of full school years such administrator has served for the Committee, as follows:

<u>Number of full school years of service for the Districts</u>	<u>Maximum number of days of extended paid sick leave</u>
At least one (1) year but less than five (5) years	45 days
At least five (5) years but less than ten (10) years	90 days
At least ten (10) years but less than fifteen (15) years	120 days
At least fifteen (15) years but less than twenty (20) years	150 days
Twenty (20) years or more	180 days

4.2.3 An administrator who has used days of extended paid sick leave and who, because of the completion of additional full school years of service for the Districts, qualifies for an increase in the maximum number of days of extended paid sick leave, shall have deducted from the new maximum the number of days of extended paid sick leave previously used and charged to his/her account.

4.2.4 Each time an administrator uses days of extended paid sick leave such days shall be deducted from the applicable maximum, provided that, an administrator who has used days of extended paid sick leave shall have the applicable maximum number of days of extended paid sick leave restored to his/her account after such administrator completes a period of five (5) full school years of employment during which such administrator did not use any days of extended paid sick leave.

4.2.5 Each administrator hired from outside the system will be credited with thirty (30) sick leave days.

4.3 Bereavement Leave. An administrator shall ordinarily be entitled to three (3) consecutive days of leave without loss of pay for time necessarily and actually lost by reason of a death in the immediate household or immediate family of such administrator. Notification of the need for such leave shall be made to the appropriate superior or his designed representative. The members of the "immediate family" shall be the administrator's spouse and the parents, children or siblings of the administrator or his/ her spouse. Where individual circumstances require, the Superintendent may, in his/her discretion, expand the definition of immediate family. Additional days may be granted upon request with approval of the Superintendent for reasons such as: travel, distance and time, legal matters, religious reasons, delayed funeral or other unforeseen circumstances.

4.4.1 Personal Leave. Administrators will be granted personal leave as follows:

Twelve (12) month administrators - five (5) days

Eleven (11) month administrators - four (4) days

4.4.2 The leave is to be used for time actually lost for important personal reasons, if such activity cannot be carried out at any other time. It is the intent of the parties that such leave not be abused to obtain leave for such reasons as recreation or extension of holidays. Notification of the need for such leave shall be made to the appropriate superior as far as possible in advance of the date of such leave. The granting of such leave shall be within the discretion of the appropriate superior.

4.5 Religious Leave. An administrator shall be granted leave without loss of pay up to two (2) days in any one fiscal year for time necessarily and actually lost for observance of a recognized major religious holiday of the religious faith to which such administrator belongs when such holiday falls on a day on which administrators are required to report. The following are examples of "recognized major religious holidays" which may fall on a day on which administrators are required to report: Rosh Hashanah, Yom Kippur and Good Friday. Notification by an administrator of his or her intention to take such leave shall be made to the appropriate superior as far as possible in advance of such holiday. Whether other days are "recognized major religious holidays" shall be determined by the Superintendent upon request of an administrator.

4.6 Sabbatical Leave. The Superintendent may grant Sabbatical Leave to administrators employed by the district(s) in accordance with the following terms and conditions:

4.6.1 An administrator with at least six (6) years' service as an administrator for the District(s) who desires Sabbatical Leave must apply therefore to the Superintendent in writing prior to November 1 prior to the school year during which such administrator desires Sabbatical Leave. An administrator shall be notified by the Superintendent of the grant or rejection of his or her application for Sabbatical Leave on or before December 1 prior to the school year during which such administrator desires Sabbatical Leave.

4.6.2 Such application must set out the intended Sabbatical Leave program of study or research to be pursued and the contribution such program is likely to make to the Acton Public Schools or the Acton-Boxborough Regional School District and to the professional ability of the administrator.

4.6.3 Such application must be approved or disapproved in writing by the Superintendent; however, such support shall not be unreasonably withheld.

4.6.4 Sabbatical Leave may be granted, in the discretion of the Superintendent, from July 1 to the following June 30 or for a lesser period.

4.6.5 Sabbatical Leave Pay can be at the rate of sixty-six and two thirds percent (66 2/3%) of the salary to which such administrator would have been entitled during the period of time Sabbatical Leave had been taken. Sabbatical Leaves for oneself (1/2) year or less in duration at one hundred percent (100%) compensation may be requested by the administrator as an alternative to a full year Sabbatical.

4.6.6 Prior to being granted Sabbatical Leave, an administrator shall enter into a written agreement with the district(s) that such administrator shall immediately, upon completion of such Sabbatical Leave return to active service for the district(s) for a period equal to twice the length of such Sabbatical Leave and that, in default of completing such service, such administrator shall refund to the district(s) such proportion of the Sabbatical Leave Pay received as the amount of service not actually rendered, as agreed, bears to the whole amount of service agreed to be rendered. No refund shall be required for such period that such administrator is prevented from rendering the amount of service as agreed because of such administrator's death or permanent physical or mental disability. The Superintendent may, in its discretion, postpone, for good cause, the time for repayment or the time when such administrator must return to active service.

4.7.1 Military Leave. If directed, a Military Leave for up to four (4) years without pay as required by state or federal law shall be granted for Military Service. Reinstatement shall be subject to state and federal laws.

4.7.2 Leaves of absence with pay for up to a maximum of ten (10) days per school year may be granted by the Superintendent (or his designee), which approval shall not be unreasonably withheld, to persons called into temporary active duty of any unit of the U.S. Reserves or the State National Guard, provided such obligations cannot be fulfilled on days when school is not in session. Administrators will be paid the differences between their regular pay and the pay which they receive from the State or Federal Government.

4.8 An administrator may supplement a period of disability associated with the birth of a child by unpaid leave. Such unpaid leave may not extend the period of absence, following the date of the child's birth beyond twelve calendar weeks.

4.9 Other Leaves. Other leaves of absence may be granted without pay by the Superintendent.

4.10.1 Guidelines for Leaves of Absence. Upon the termination of leave an administrator will be restored as soon as practical to the position which such administrator left, or a substantially equivalent position, with such benefits to which the administrator was entitled at the time such leave commenced, subject, however, to the requirements of the particular benefit plan or program involved. Failure to be available for assignment at the termination of leave shall constitute a resignation.

4.10.2 Each request for leave or extension or renewal of leave shall be applied for and responded to in writing.

4.10.3 In deciding whether or not to grant a request for a discretionary leave, the Superintendent will weigh the implications for the education of the students, the importance of the leave to the administrator, the adverse effect, if any, upon the school system and other relevant considerations.

4.11 Administrators who have worked for the districts for a least one year and who have worked 1250 hours over the previous twelve months are eligible, under the Family Medical Leave Act (FMLA), for up to twelve weeks of unpaid, job protected leave for the following reasons:

- To care for the administrator's child after birth, or placement of adoption or foster care;
- To care for the administrator's spouse, son or daughter, or parent, who has a serious health condition
- For serious health condition that makes the administrator unable to perform the administrator's job.

and with the following protection:

- For the duration of the FMLA leave, the employer must maintain the administrator's health coverage under any "group health plan",
- Upon return from FMLA leave, most administrators must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms,
- The use of FMLA leave cannot result in the loss of any employment benefit that accrues prior to the start of an administrator's first FMLA leave.

ARTICLE 5
PERSONAL INJURY

5.1 An administrator who, as the result of an accident or assault which occurs in the course of his/her employment, is injured and is required to be absent from his/her duties as an administrator will be paid his/her full salary (less any sick leave, workmen's compensation or any other disability income benefits paid by the District to which he/she may be entitled) for the period of his/her absence. A claim under this section must be supported by satisfactory evidence if the Superintendent so requests. The Superintendent reserves the right to retain a physician at the district's expense who may determine the condition of the administrator.

5.2 An administrator who, in the course of his/her employment, sustains damage or destruction to personal property owned by him as the result of an accident or vandalism or the theft of such personal property shall be reimbursed for the fair market value thereof.

ARTICLE 6
PROTECTION

6.1 Administrators will immediately report all cases of assault suffered by them in connection with their employment to the Superintendent in writing.

6.2 This report will be forwarded to the Superintendent who will comply with any reasonable request from the administrator for information in his/her possession relating to the incident or the persons involved, and will act in appropriate ways as liaison between the administrator, the police and the courts.

6.3 Indemnification of administrators for expenses in connection with criminal or civil proceedings shall be in accordance with the General Laws, as amended to date.

ARTICLE 7
PROFESSIONAL DEVELOPMENT AND
EDUCATIONAL IMPROVEMENT

7.1 The appropriate administrator will be reimbursed for all fees and tuition for courses, including in-service courses which are taken with the advance approval of the Superintendent. The course must be completed with a grade B- or better. Such

reimbursement shall be received by the administrator upon presentation of the bill from the Bursar for payment for the course. Should the administrator not complete the course with a B- or better, then the fee for the course will be deducted from the administrator's next pay check.

7.2 The amount necessary to pay the reasonable expenses (including fees, meals, lodging and/or transportation) incurred by administrators who attend workshops, seminars, conferences or other professional improvement sessions will be budgeted.

ARTICLE 8 MONEY COLLECTED

8.1 Although an administrator may be required to collect and transmit money to be used for educational purposes, the administrator shall not be held responsible for the loss of any such money collected where the administrator is not at fault for such loss.

ARTICLE 9 PROFESSIONAL GROWTH

9.1 Each administrator shall, upon request, be permitted to review the contents of his/her personnel file and to file a written answer to any material which the administrator deems to be derogatory. No material which could be construed as derogatory to an administrator's conduct, service, character or personality shall be placed in such administrator's personnel file unless such administrator has had an opportunity to review the material. The administrator shall acknowledge having had the opportunity to review such material by affixing his or her signature and the date to the copy to be filed; however, such signature shall not indicate agreement with the contents thereof.

9.2 Each administrator will be given a copy of any evaluation report prepared by his/her supervisor and shall be given an opportunity to discuss such report with the appropriate supervisor.

9.3 Any complaints regarding an administrator made to any member of the administration by any parent, student or other person will be promptly called to the attention of the administrator. No written reprimand or more serious discipline shall be issued unless the administrator has been informed of the identity of the individual who has complained, and has been given an opportunity to respond.

ARTICLE 10
INSURANCE AND ANNUITY PLAN

10.1 The district(s) will provide the cost of additional life insurance for each administrator to cover 90% of his/her salary (rounded down to the nearest \$1,000).

10.2.1 Seventy-five percent (75%) of the cost of individual or family coverage, whichever applies in the particular case for Blue Cross and Blue Shield Master Health Plus or a substantially equivalent plan.

10.2.1.1 Administrators will be given the option of paying for their health insurance with pretax dollars if permissible by statute.

10.2.2 A retired administrator shall be entitled to membership in all insurance programs at existing group rates, provided that the retired individual pays fifty percent (50%) of the cost to the district(s) on a monthly basis.

10.2.3 An administrator's health insurance coverage will be continued during the period of an unpaid leave of absence granted pursuant to Article 4, provided the administrator pays the total monthly cost of such coverage to the district.

10.2.4 If an administrator and another member of the school staff belong to a single family unit and are eligible for coverage under Section 10.2.1 above under the same policy, each may, at his/her option, have his/her entitlement applied to the full cost of a single policy covering said family unit.

10.2.5 As in 10.2.4, each may, at his/her option, have his/her entitlement applied to the full cost of a single policy.

10.3 Administrators will be eligible to participate in a "tax sheltered" Annuity Plan established pursuant to the United States Public Law No. 87-370.

10.4 The district(s) will provide liability insurance for all administrators under the provisions of the policy currently covering Central Office administrators.

ARTICLE 11
REDUCTION IN FORCE

11.1 In the event it becomes necessary to eliminate an administrative position, the administrator will be seriously considered for another appropriate position as described below. The Superintendent will take into consideration demonstrated ability, qualifications and the length of service.

11.2 The administrator who is reduced in force because of the elimination of a position shall be considered for options in the following order:

11.2.1 A vacant administrative position provided that the administrator is qualified for such a position;

11.2.2 Any newly created administrative position; and

11.2.3 A teaching position held by a teacher without professional status within the districts for which the administrator is qualified. During the first year of teaching, the administrator will be evaluated in accordance with the procedures described in the contract between the School Committees and Unit A of the Acton Education Association. The administrator will be placed on the Unit A seniority list in accordance with his/her first day of employment in the Acton and/or Acton-Boxborough School Systems. His/her total number of years of educational experience will determine placement on the Unit A Salary Schedule including all appropriate longevity increments. The administrator's teaching salary will be augmented by a payment of a portion of the difference between what he/she would have received in that year and in his/her actual Unit A salary. Amounts will be: forty percent (40%) of that differential in year one; twenty-five percent (25%) in year two, and zero percent (0%) each year thereafter.

11.3 Administrators who could be affected by a Reduction in Force must be notified in writing of the intent according to 11.3.1 and 11.3.2. Said notice shall include the specific reasons for this action. The options (11.2.1 - 11.2.3) will be discussed with the administrator prior to public notice.

11.3.1 Administrators who have one year contracts will be notified by May 15 if their contract will not be renewed.

11.3.2 Administrators who have multi year contracts must be notified by June 30 that their contract will not be rolled over (i.e. extended).

11.4 The administrator affected by the reduction will be provided the opportunity to meet and confer with the Superintendent to insure that all aspects of the change will be carefully considered.

ARTICLE 12
GRIEVANCE PROCEDURE

12.1 The purpose of the procedures set forth hereinafter is to produce prompt and equitable solutions to grievances. The Committees, the Superintendent and the Administrators desire that such procedure shall always be as informal and confidential as may be appropriate for the grievance involved.

12.2 A grievance shall mean a complaint by an administrator generally concerning conditions of employment.

12.3 The aggrieved administrator shall first discuss the grievance with his/her appropriate immediate supervisor to arrive at a settlement of the matter involved.

12.4 If the matter is not resolved to the satisfaction of the aggrieved administrator, and that person's immediate supervisor is not the Superintendent, then the matter may be taken up with the Superintendent (or designee).

12.5 At the request of the administrator, the Superintendent will respond to the grievance in writing within ten (10) working days.

12.6 The administrator shall have the right to representation at any level of the process.

ARTICLE 13
LIST OF ADMINISTRATIVE POSITIONS

13.1 A list of positions will be developed to be included in a future version of the manual.

NOTICE OF NONDISCRIMINATION

The Acton Public and Acton-Boxborough Regional School Districts do not discriminate on the basis of race, color, national origin, gender, age, religion, sexual orientation, veteran status, handicap or homeless in admission or access to, or treatment or employment in, its programs, and activities.

Any person having inquiries or complaints concerning the Acton Public and Acton-Boxborough Regional School Districts' compliance with Title VI, Title IX, Section 504, ADA or Chapter 622 is directed to contact the Director of Pupil Services, Administration Building, 15 Charter Road, Acton, MA, telephone number 978-264-4700, x3265, who has been designated by the Acton Public and Acton-Boxborough Regional School Districts to coordinate the Districts' efforts to comply with these laws, or write to the Office for Civil Rights, 33 Arch Street, Suite 900, Boston, MA 02110, or the Massachusetts Department of Education, Office of Program Quality Assurance, 350 Main Street, Malden, MA 02148.