

ACTON-BOXBOROUGH REGIONAL  
SCHOOL DISTRICT

**ADMINISTRATORS'  
BENEFITS MANUAL**

**July 1, 2016**

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**ACTON-BOXBOROUGH REGIONAL SCHOOL DISTRICT**

**ADMINISTRATORS' BENEFITS MANUAL**

ARTICLE 1  
RECOGNITION

- 1.1 This Administrators' Benefits Manual covers the general benefits for all Administrator positions, as listed in Article 14. Individual Administrator contracts may contain benefits that are different from the provisions of this document. Any proposed changes to this manual require the approval of the School Committee.
- 1.2 The School District reserves the right to change, amend or end benefits. In the event of any direct conflict between this Manual and an Administrator's individual contract, the provisions of the Administrator's contract shall prevail.

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 following days are recognized as work holidays:
- |                           |                            |
|---------------------------|----------------------------|
| 1. New Year's Day         | 7. Labor Day               |
| 2. Martin Luther King Day | 8. Columbus Day            |
| 3. President's Day        | 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 The work year for twelve month Administrators shall include all weekdays in the year except legal holidays, the day after Thanksgiving and approved personal or vacation days. Administrators who work a specific number of days per year shall work with their supervisor to determine which days they will work.
- 2.4 Vacation Days
- a. Twelve month administrators shall be granted twenty (20) vacation days at a rate of 1.67 days per month during the first ten (10) years of employment in an administrative position and twenty-five (25) days at a rate of 2.08 days per month) during the eleventh (11th) and all subsequent years of employment.
  - b. Administrators may carry over a maximum of one year's allotment of vacation days from one fiscal year to the next fiscal year.
  - c. Vacation days will be earned monthly, but the allotment for the year will be advanced and may be used starting July 1 each year. If the administrator leaves before June 30, the administrator's vacation days will be prorated based on the monthly allotment according to the number of days worked during that fiscal year. It is understood that if an employee leaves the District, he or she will reimburse the District for any time that has been taken but not earned. In most cases, any used but unearned vacation time will be deducted from the final pay.
- 2.5 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.

- 2.6 An Administrator shall devote the time necessary in his/her professional judgment to assure quality of education for the students of each school system. 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.

ARTICLE 3  
SALARIES

- 3.1 An Administrators' 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 Sick Leave. Each Administrator shall earn eighteen (18) days of paid sick leave for each year at the rate of one and one-half (1-1/2) days per month. Accumulated and unused sick leave shall be carried over from year to year.
- 4.1.1 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 Extended Paid Sick Leave. Each Administrator who has served in 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; and
- b. the Administrator must furnish to the Superintendent a physician’s certificate attesting that the illness or injury disables the Administrator from working and is expected to continue for at least twenty (20) work days. Thereafter, the Administrator may be required to furnish further medical certification. The Superintendent reserves the right to have a physician designated by the District 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 accumulated while being employed by the District, as follows:

<u>Number of full school years of service for the District</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

- District, 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 supervisor or his designed representative. The members of the "immediate family" shall be the Administrator's spouse and the parents, children and 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 Personal Leave. Administrators will be granted five (5) days personal leave. 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. Such leave should not be abused to obtain leave for such reasons as recreation or extension of holidays or vacation. Notification of the need for such leave shall be made to the appropriate supervisor 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 supervisor.

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 supervisor 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 Military Leave. Military Leave shall be granted without pay as required by state or federal law for active Military Service. Reinstatement shall be in accordance with state and federal laws.

4.6.1 Leaves of absence with pay for up to a maximum of ten (10) days per school year shall be granted by the Superintendent (or his designee), 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 difference between their base pay and the pay which they receive from the State or Federal Government.



- 4.7 **Disability Leave.** 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 total period of absence of the Administrator beyond twelve calendar weeks.
- 4.8 **Other Leaves.** Other leaves of absence may be granted without pay by the Superintendent at his discretion.
- 4.9 **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.
- 4.9.1 Each request for leave or extension or renewal of leave shall be applied for and responded to in writing.
- 4.9.2 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.
- 4.10 Administrators who have worked for the District for a total of at least twelve months ~~in the prior seven years~~ 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<sup>1</sup> of unpaid, job protected leave for the following reasons:

- For the birth of a son or daughter and to care for the Administrator's child after birth, or placement with the Administrator of a son or daughter for adoption or foster care;
- To care for the Administrator's spouse, son or daughter, or parent, who has a serious health condition;
- For a serious health condition that makes the Administrator unable to perform the functions of the Administrator's job.
- For a "qualifying exigency" (as defined in 29 CFR § 825.126) when the employee's spouse, son, daughter, or parent who is a member of any branch of the military, including the National Guard or Reserves, has been deployed or called to active duty, in a foreign country.

and with the following protection:

- For the duration of the FMLA leave, the employer shall maintain the Administrator's health coverage under any "group health plan" whenever such insurance was provided before the leave was taken and on the same terms as if the employee had continued to work. The Administrator will make arrangements with the District to pay his or her share of health insurance premiums while on leave. The District may recover premiums it paid to maintain health coverage for an employee who fails to return to work from FMLA leave;
- Upon return from FMLA leave, Administrators will be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms;
- The use of FMLA leave will not result in the loss of any employment benefit that the Administrator earned or was entitled to prior to the start of an Administrator's first FMLA leave.

4.11 FMLA leave shall be administered in accordance with the Family and Medical Leave Act of 1993, as amended, and the School District's FMLA Policy.

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<sup>1</sup> In some circumstances, eligible employees may be granted up to a total of twenty-six weeks of unpaid FMLA leave for purposes related to the care of a current member of the military or a veteran. Please see Human Resources for more information.

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, [subject to the following conditions:](#)
1. [The administrator will report the incident within a week.](#)
  2. [Settlement will be made only up to the amount not covered by personal insurance \(i.e. deductible amount\). The Administrator must submit a copy of his or her insurance documenting the deductible amount and the balance not covered by the policy.](#)
  3. [For autos, only damage which represents clear vandalism will be covered.](#)
  4. [In no case will damages of more than \\$250 be paid to an individual who has no insurance.](#)

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, subject to confidentiality, privacy and investigatory requirements, and will act in appropriate ways as liaison between the Administrator, the police and the courts as appropriate for the case.
- 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 An Administrator will be reimbursed for fees and tuition for courses, including in-service courses which are taken with the advance written approval of the Superintendent. This approval will be subject to the limits of the budget for course reimbursement and the Superintendent will decide how to distribute available funds among all Administrator course requests. 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 and tuition for the course will be deducted from the Administrator's pay check. The Administrator shall execute an authorization for the deduction of such amount from his/her pay.

- 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 by the Superintendent for the consideration of the School Committee.

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 response to any material in the file. No material which could be construed as negative to an Administrator shall be placed in such Administrator's personnel file unless such Administrator has been given notice of placement of the material in his/her file. The Administrator shall acknowledge having had the opportunity to review such material by affixing his or her signature and the date to the copy 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 called to the attention of the Administrator as appropriate for the circumstances of the

complaint. No written reprimand or more serious discipline shall be issued unless the Administrator has been given an opportunity to respond to it and if the identity of the person making the complaint is available, the identity has been shared with the Administrator. No disciplinary action will take place solely based on anonymous reports.

#### INSURANCE AND ANNUITY PLAN

- 9.4 **Life Insurance.** The District 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).
- 9.5 **Health Insurance.** Administrators shall be eligible for health insurance, as may be amended from time to time, as are available to non-bargaining unit employees of the District. The premium cost paid by the Administrator shall be in accordance with District policy.
- 9.5.1 Administrators will be given the option of paying for their health insurance with pre-tax dollars if permissible by statute.
- 9.5.2 A retired Administrator shall be entitled to membership in all insurance programs at group rates, provided that the retired individual pays fifty percent (50%) of the cost to the District on a monthly basis.
- 9.5.3 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, except for health insurance coverage for unpaid leave under the FMLA.
- 9.6 Administrators will be eligible to participate in a "tax sheltered" Annuity Plan established pursuant to the United States Public Law No. 87-370.

- 9.7 The District will provide liability insurance to the extent it is available for all Administrators under the provisions of the policy covering Central Office Administrators.

ARTICLE 10  
REDUCTION IN FORCE

- 10.1 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, experience and the length of service.
- 10.2 The Administrator who is reduced in force because of the elimination of a position shall be considered for options in the following order:
- 10.2.1 A vacant administrative position provided that the Administrator is qualified for and has the ability and experience for such a position;
- 10.2.2 Any newly created administrative position provided the Administrator is qualified and has the ability and experience for the position; and
- 10.2.3 A teaching position held by a teacher without professional status within the District for which the Administrator is licensed, qualified, and has the ability to perform. During the first year of teaching, the Administrator will be evaluated in accordance with the procedures described in the contract between the School Committee and Unit A of the Acton-Boxborough Education Association. The Administrator will be placed on the Unit A seniority list in accordance with his/her first day of employment in the former Acton or Boxborough School Systems or the Acton-Boxborough School System. 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.

This section shall be subject to the Acton-Boxborough Teachers' contract.

10.3 Administrators who could be affected by a Reduction in Force shall be notified in writing of the intent according to 10.3.1 and 10.3.2. Said notice shall include the specific reasons for this action. The options (10.2.1 - 10.2.3) will be discussed with the Administrator prior to public notice.

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

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

10.4 The Administrator affected by the reduction in force will be provided the opportunity to meet and confer with the Superintendent regarding the reduction in force.

## ARTICLE 11 GRIEVANCE PROCEDURE

11.1 The purpose of the procedures set forth hereinafter is to produce prompt and equitable solutions to grievances. Such procedure shall be as informal and confidential as may be appropriate for the grievance involved.

11.2 A grievance shall mean a complaint by an Administrator concerning his/her conditions of employment.



- 11.3 The aggrieved Administrator shall first discuss the grievance with his/her appropriate immediate supervisor to arrive at a settlement of the matter involved.
- 11.4 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) in writing. A grievance must be filed in writing with the Superintendent within twenty (20) working days of the event giving rise to the grievance.
- 11.5 At the request of the Administrator, the Superintendent will respond to the grievance in writing within ten (10) working days.
- 11.6 The Administrator shall have the right to representation at the Superintendent's level of the process. If the Administrator is to have a representative with him/her at the meeting with the Superintendent, he/she shall give two (2) days advanced notice of such representation to the Superintendent.

ARTICLE 12  
STAFF CHILDREN ATTENDING SCHOOLS

- 12.1 The children of Administrators employed by the School District may attend schools in the Acton-Boxborough Regional School District at no charge provided application is made no later than November 1 of the year preceding the date of enrollment.
- 12.2 If the Acton-Boxborough Regional School District remains a choice community, and in the event any provision of the School Choice Law is in conflict with 12.1, a substitute provision which is in compliance with the requirements of the law or regulation will be put into place.

ARTICLE 13  
LIST OF ADMINISTRATIVE POSITIONS

13.1 The following positions are covered by this Manual:

Deputy Superintendent  
~~Director of Curriculum and Assessment~~  
Assistant Superintendent for Teaching and Learning  
Assistant Superintendent for Student Services  
High School Principal  
Junior High School Principal  
Elementary School Principal  
Director of Community Education  
Director of Facilities and Transportation  
Director of Finance  
~~Director of Personnel and Administrative Services~~  
~~Director of Pupil Services~~  
Director of Special Education  
High School Associate Principal  
High School Dean of Students  
Junior High School Assistant Principal  
Elementary School Assistant Principal  
Early Childhood Coordinator  
Director of Athletics  
Director of Educational Technology  
Director of Performing Arts, K-12  
Director of Visual Arts, K-12  
Director of Special Education  
Coordinator of Elementary ~~Pupil~~ Student Services  
Educational Team Leader (ETL)

ARTICLE 14  
NOTICE OF NONDISCRIMINATION

14.1 Non-Discrimination. The Acton-Boxborough Regional School District does not discriminate on the basis of race, color, national origin, gender, age (as defined by law), religion, sexual orientation (as defined by law), genetic information,

gender identity, military or veteran status, handicap or homeless in admission or access to, or treatment or employment in, its programs, and activities.

- 14.2 **Complaints**. Any person having inquiries or complaints concerning the-Acton-Boxborough Regional School District's compliance with Title VI, Title IX, Section 504, ADA or Chapter 622 is directed to contact the [Director of Pupil Services Assistant Superintendent for Student Services](#), Administration Building, 15 Charter Road, Acton, MA, telephone number 978-264-4700, x3265, who has been designated by the Acton-Boxborough Regional School Districts to coordinate the District's efforts to comply with these laws, or write to the Office for Civil Rights, U.S. Department of Education, 8<sup>th</sup> Floor, 5 Post Office Square, Boston, MA 02109, or the Massachusetts Department of Education, Office of Program Quality Assurance, 75 Pleasant Street, Malden, MA 02148.