

COLLECTIVE BARGAINING AGREEMENT BETWEEN  
THE SHELTON BOARD OF EDUCATION  
AND  
THE SHELTON ADMINISTRATORS' COUNCIL

JULY 1, 2012 – JUNE 30, 2015

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## AGREEMENT

Between the  
SHELTON BOARD OF EDUCATION  
And the  
SHELTON ADMINISTRATORS' COUNCIL

### INTRODUCTION

This Agreement is made and entered into by and between the Shelton Board of Education (hereinafter referred to as the "Board") and the Shelton Administrators' Council, Local 48, American Federation of School Administrators, AFL-CIO (hereinafter referred to as the "Council"), jointly referred to as the "Parties."

### ARTICLE 1 RECOGNITION

1.1 Pursuant to Section 10-153-b of the Connecticut General Statutes, as amended, the Board recognizes the Council as the exclusive representative of all full-time certified professional employees of the Board who are employed by the Board in a position requiring an intermediate administrator's or supervisor's certificate, as specified in Article 2, and whose administrative or supervisory duties equal at least 50% of the assigned time of such employee.

1.2 The Superintendent of Schools, the Assistant Superintendent of Schools, the School Finance Director, and certified professional employees who act for the Board in negotiations with Board employees or who are directly responsible to the Board for personnel relations and budget preparation shall be excluded.

1.3 The term "administrator" or "administrators" as used hereafter in this Agreement shall be defined as referring only to those certified professional employees of the Board who are included in the unit represented by the Council as described in Section 1.1 above.

ARTICLE 2  
CLASSIFICATIONS

All administrative positions shall be as follows:

Classification A-1		Assistant Elementary Principal
Classification A-1		Supervisor/Coordinator of Health/PE/Athletics
Classification A-2		Supervisor of Literacy, Assessment and Professional Learning
Classification A-2		Supervisor/Coordinator of Special Education PreK-12
Classification B		Assistant Director of STEM Education and Data Management
Classification B		Assistant Director of Special Education and Support Services
Classification B		SHS/SIS Housemasters/Assistant Principal 5/6
Classification C-1		Elementary Principals – Small School
Classification C-2		Elementary Principals – Large School
Classification D		5/6 Principal
Classification E		Intermediate School Headmaster
Classification F		High School Headmaster
Classification G		Executive Director of Curriculum and Support Services

Note: Within the “A” Category set forth above, the separate listings indicate that the positions within those categories are in separate, equal classifications.

2.2 The parties hereto recognize and agree that the Board has the exclusive right and prerogative to transfer administrators. The Superintendent’s authority to transfer shall not be used for the purpose of eliminating a position or positions or individual in the bargaining unit. If the administrator’s salary is reduced as a result of the transfer, the administrator shall receive the exact salary he or she was receiving in his or her most recent prior position, until the salary applicable to the new position meets or exceeds the salary paid to the administrator at the time of the transfer.

2.3 The total compensation for classifications as listed in Article 2.1 shall be set forth in Salary Schedule A which shall be hereto attached and made part of this Agreement.

2.4 The total compensation for all administrators as set forth in Article 2.3 shall include a system wide responsibility.

2.5 (A) The salary range for administrators shall be six thousand dollars (\$6,000) less than the maximum salary listed in Salary Schedule A up to said maximum salary. The Board reserves the right to place newly hired administrators within the range. Administrators will achieve the maximum salary for that classification in increments of two thousand dollars (\$2,000) per year (or the difference between said salary and the maximum, if less than \$2,000).

(B) Subject to the provisions of Section 2.2, administrators who have reached the maximum salary in a classification and are appointed and/or transferred to another classification shall be placed at the maximum salary of the classification into which they are appointed and/or transferred. In the event of a conflict between this provision and the provisions of Section 2.2 above, the provisions of 2.2 shall prevail.

ARTICLE 3  
WORK YEAR

3.1 The work year for administrators shall be as follows:

3.2

Classification A-1	207
Classification A-2	211
Classification B	215
Classification C-1	207
Classification C-2	215
Classification D	215
Classification E	215
Classification F	217
Classification G	219

3.2 Should the Board require additional days beyond those yearly workdays indicated in Section 3.1, it will pay the administrators at a per diem rate based on the contracted yearly salary.

3.3 It shall be the policy of the Shelton Board of Education that the work year for all building administrators shall fall between July 1 through June 30 in accordance with the number of days required to work by contract.

Building administrators shall work the periods that school is in session and during the 1<sup>st</sup> week after the school year has ended and 2 weeks immediately preceding the opening of school.

All summer vacation time must be completed no later than ten (10) business days prior to the first student school day. Exceptions may be made by the Superintendent. The remainder of contracted workdays will be mutually agreed upon with the building administrator and Superintendent.

Notwithstanding the foregoing, an administrator may take vacation time during the one week after the school year has ended and the week before the one week immediately preceding the opening of school, provided that:

1. one or more administrators are also assigned to the administrator's building, and
2. one or more of those other administrators work during that period.

### 3.4 Holidays

Administrators shall not be required to work on the following holidays provided school is not in session:

Fourth of July	Day before Christmas
Labor Day	Christmas
Columbus Day	New Year's Day
Thanksgiving	Martin Luther King Day
Good Friday	President's Day (as designated by the BOE Calendar)
Memorial Day	Day after Thanksgiving

## ARTICLE 4 INSURANCE BENEFITS

The Board shall provide and pay for the following insurance for all full-time administrators and their dependents. The Board and participating administrators shall share in the cost of such insurance as applicable (individual, 1-1, family) as follows:

	<u>2012-13</u>	<u>2013-14</u>	<u>2014-15</u>
Board	84%	83%	82%
Administrators	16%	17%	18%

1. Life insurance coverage for the administrator of \$220,000. Administrators are not required to pay any premium cost share for life insurance.

Effective 7/1/12

Office Visit	\$20
Inpatient Hospital Admission	\$250
Outpatient Hospital Admission	\$100
Emergency Room	\$100
Urgent Care	\$25

d) Prescription Drug Co-Payment Schedule:

Generic (Retail)	\$10
Preferred Brand (Retail)	\$25
Non-Preferred Brand (Retail)	\$40
Mail Order (Up to 90 Day Supply)	2 X Retail
Maximum	Unlimited
Standard Formulary	

2. During the term of this Agreement, the Board shall have the right to implement a High Deductible/Health Savings Account Plan as an additional health insurance option for administrators.
  
3. The Board shall offer a full service basic dental plan with riders, to the same extent as the Metropolitan Dental Plan with Type A, B, and C Riders, to administrators covered under this agreement and their dependents. This provision shall remain in effect only if a sufficient number of administrators enroll their dependents so that a group policy and a group rate can be established or remain in effect with an insurance carrier licensed in the State of Connecticut. Benefits under this plan shall be capped at \$2000.
  
4. The Board shall offer to administrators covered by this contract and their dependents, Blue Shield Vision Rider 98.
  
5. The Board reserves the right to change the carriers for the insurance listed in Article 4, provided that the overall level of benefits is substantially equal to or better than that of the previous coverage, when the insurance plan is considered as a whole, without significant reductions in benefit levels. Prior to making the change, the Board will consult and explain the change to the Council. The Board

6. Insurance Waiver - Any administrator may waive all of the health insurance coverage provided by the Board and receive 50% of the cost of the insurance premiums the Board would have provided during that year in the first pay of the succeeding school year. Said reimbursement shall not exceed \$2,500. This reimbursement shall not be pro-rated and will be paid only if the employee maintains his/her exempt status for the entire year, July to July. Administrators wishing to participate shall deliver a signed, waiver form to the Superintendent's office prior to May 15 of each school year, the format of which is to be determined by the Superintendent of Schools. In the event an administrator who has elected to waive such coverage decides to reinstate such coverage the following shall apply:
  - A. Except as provided in B. below, reinstatement may be effective only at the beginning of the plan year and application must be made in writing to the Superintendent's office not later than June 1. Reimbursement will not be denied by the Board of Education for any reason, carrier permitting.
  - B. Reinstatement may be requested during the plan year if such request is due to loss of the other available coverage for reasons beyond the employee's control. A request for mid-year reinstatement must be made in writing to the Superintendent's office. Such reinstatement must be approved upon satisfactory proof of loss of said other available coverage and will be reinstated as soon as the carrier can effectuate.
  - C. The waiver shall be available only to bargaining unit members utilizing as of June 20, 2012. If any bargaining unit member utilizing the waiver subsequently elects to receive insurance through the Board, he or she shall not be entitled to elect the waiver in the future.



ARTICLE 5  
GRIEVANCE PROCEDURE

5.1 PURPOSE

1. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems, which may, from time to time, arise affecting the welfare or working conditions of administrators. Both parties agree that these proceedings shall be kept as informal and confidential as may be appropriate at any level of the procedure, to the extent permitted by law.
2. Nothing herein contained shall be construed as limiting the right of any member of the unit having a grievance or dispute to discuss the matter informally with any appropriate member of the administration.
3. A “grievance” shall be defined as a complaint by an employee of an alleged violation of a specific provision of this Agreement.

Grievance matters proven to be within the scope of:

- a) Any rule or regulation of the State Commissioner of Education;  
OR
  - b) Any by-law of the Board of Education,  
OR
  - c) Any matter which, according to law, is either beyond the scope of Board authority or limited to unilateral action by the Board alone; shall be dismissed as without merit by any arbitrator.
4. The grievance procedure contained in this Article shall be the exclusive means of seeking relief by any administrator or group of administrators. This is not intended to abridge the right of the grievant to administrative due process.

5.2 PROCEDURE

Since it is important that grievances or disputes be processed as rapidly as possible, the time limit indicated at each level shall be observed. The time limits specified may, however, be extended by mutual agreement. In the event a grievance is filed on or after June 1<sup>st</sup>, but within time limits specified in Step 1 (below), the parties agree to expedite the grievance so that the grievance procedure may be exhausted prior to the school term or as soon thereafter, as is practicable.

STEP 1. A grievance filed by an administrator shall be considered in the first instance by conference between the administrator (grievant) and the immediate supervisor within five (5) calendar days of the event-giving rise to the grievance. During this conference, the grievant shall have the right to be accompanied by a representative of the Council.

STEP 2. If the grievance is not resolved within five (5) calendar days after the conference provided for in Step 1, the grievant may request a conference with the Superintendent. The request for a conference shall be made in writing and shall state the nature of the grievance, including the applicable article and section of this Agreement alleged to have been violated. The written request must be delivered to the Superintendent within ten (10) calendar days after the Step 1 conference. The Superintendent, or his designee, shall meet with the grievant within ten (10) calendar days following receipt of such written request to resolve the grievance.

At this Step 2 conference, the grievant shall have the right to be accompanied by a representative of the Council and to present oral and written statements or arguments. The Superintendent, or his designee, shall answer in writing within fifteen (15) calendar days following receipt of such written request.

STEP 3. If the grievance is not settled in Step 2, the grievant may request a hearing before the Board, but such request must be received by the Superintendent within five (5) calendar days after the receipt of the Superintendent's answer. Such request must be made in writing and must state the grievance in the same manner as required in Step 2. The Board, or designee of the Board, shall meet with the grievant within thirty (30) calendar days following receipt of this Step 3 request. At such meeting, the grievant shall have the right to be accompanied by a representative of the Council and to present oral and written statements or arguments. The Board shall answer the grievance within five (5) calendar days following the conclusion of the Step 3 meeting.

STEP 4. If the Council is dissatisfied with the Step 3 decision of the Board, it may request that the grievance be submitted to the American Dispute Resolution Center, Inc. (ADRC) or other mutually agreed upon impartial arbitrators for arbitration, but such request must be made in writing and received by the Superintendent within ten (10) calendar days after receipt of the Board's decision. The arbitrator's findings shall be advisory only unless it has been mutually agreed by the Board and the Council prior to submission to accept the arbitrator's findings as binding.

### 5.3 COSTS

- a) Each party will bear the total cost incurred by itself.
- b) The fees and expenses of the arbitrator are the only costs which shall be shared equally by the two parties.

5.4 Under no circumstances shall the Board members or their agents be held personally liable for a violation of any term or provision of this Agreement.

ARTICLE 6  
PAYROLL DEDUCTIONS

6.1 In addition to those payroll deductions required by law, the agencies listed in 6.2 shall be eligible for payroll deductions. All requests for deductions must be in writing on approved authorization forms.

6.2 All administrators employed by the Board shall, as a condition of continued employment, either join the Shelton Administrators' Council and pay the dues uniformly assessed on members of the Council, or pay a service fee to the Council based on the Council's costs in negotiating and administering the collective bargaining agreement. Approved deductions shall include those for Council dues, Council service fees, the United Way, Credit Union, an annuity from a Board-approved plan, and Payroll Savings Plan of Webster Bank or its successor. Dues or service fees for the Council shall be deducted in twenty installments and transmitted to the Council upon submission by the employee of a dues check-off card or service fee authorization for payroll deductions of his/her Council membership dues or service fees, as applicable. Upon payment thereof to the Council, the Board shall be held free and harmless from any and all costs, including attorneys' fees, and/or liability arising out of the deduction and/or transmission of such Council dues and/or service fees. Other approved deductions may be granted only by the Board of Education and the payroll department of the City of Shelton.

6.3 The Board shall not be required to honor for any month's deduction any authorizations that are delivered to it later than one (1) month prior to the distribution of the payroll from which deductions are to be made.

6.4 Any administrator desiring to have the Board discontinue Council dues deductions must notify the Superintendent and the President of the Council in writing.

6.5 All administrators shall be paid by direct deposit to the financial institution of each administrator's choice, provided that such institutions provide for direct deposit.

ARTICLE 7  
SICK-LEAVE

7.1 Administrators shall be entitled to eighteen (18) sick leave days each school year. Sick leave may be accumulated from year to year up to a maximum accumulation of the number of workdays in a year. For any administrator hired into the bargaining unit on or after July 1, 2009, the Board shall grant the administrator up to forty-five (45) days of sick leave at the start of the administrator's employment, subject to the discretion of the Superintendent. Such days shall be in addition to the first-year allotment of eighteen (18) sick days.

7.2 Not later than June 15 of each school year, the Superintendent shall notify each administrator in writing of the number of accumulated unused sick leave days credited to his/her account as of June 1.

ARTICLE 8  
ACCUMULATED SICK LEAVE

8.1 Upon the retirement or death of an administrator, such administrator, or his/her beneficiary under his/her state retirement plan shall be paid the equivalent of one-half (1/2) of his/her accumulated sick leave days up to a maximum of \$50,000.

8.2 For purposes of this section, "retirement" is defined as terminating employment as a teacher and retiring under CT General Statute 10-183F. Administrators electing deferred vested retirement benefits shall receive this payment when they begin collecting such retirement benefits.

8.2 Any person who intends to retire at the end of the school year shall notify the Superintendent before December 1<sup>st</sup> of the school year preceding retirement in order to assure payment of accumulated sick leave pay by August 1 following said retirement. Failure to notify the Superintendent within this time period shall not deprive the individual of this benefit but shall postpone payment until the succeeding fiscal year.

8.3 Any administrator whose employment is terminated for any reason other than death or retirement shall have no right to unused or accumulated sick leave.

8.4 In computing the payment of severance, the administrator's salary in the year of retirement shall be divided by the number of work days in that year to arrive at the per diem rate to be paid pursuant to paragraph 8.1.

8.5 Administrators retiring under the Connecticut Teachers' Retirement Act may continue their participation in the district's health and dental insurance plans as provided under the Teachers' Retirement Act. Effective July 1, 2009, subject to the provisions of applicable law, for any administrator and/or administrator's spouse who is eligible to participate in health insurance coverage through the Board following the administrator's

retirement under the provisions of the Teachers' Retirement statutes, if the retired administrator or spouse becomes eligible for Medicare, the administrator or spouse (as applicable) shall, effective upon the date of such eligibility, be permitted to participate only in the Board's Medicare supplement insurance policy. Administrators retiring under the Connecticut Teachers' Retirement Act may also continue their participation in the district's life insurance plans upon their retirement, at their own expense.

## ARTICLE 9 GENERAL LEAVE

9.1 Administrators may be allowed leave, without salary, to begin programs of study resulting from foundation or scholarship grants and necessitating the personal presence in advance of the close of the school year, but only with the approval of the Superintendent. In all such cases, a carbon copy (or equivalent duplicate) of the letter of acceptance respecting such programs shall be given to the Superintendent immediately after receipt of the original by the administrator accepted in such program.

9.2 Other extended leaves, with or without salary, may be granted at the discretion of the Board, except that no leaves will be granted for the purpose of accepting employment with another employer or for engaging in a business venture alone or in concert with another party.

## ARTICLE 10 JURY DUTY

Any administrator who is called for jury duty shall receive the necessary leave to fulfill this legal obligation. This leave shall not be deducted from sick leave or from personal days. The administrator shall receive a rate of pay equal to the difference between the professional salary and the jury fee.

## ARTICLE 11 MATERNITY LEAVE

### 11.1 Pregnancy and Childbirth Leave

1. Disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery therefrom, shall be treated as temporary disabilities for all job-related purposes. (The term "temporary disability" shall be interpreted as being within the meaning of the term "sick" as used in Section 10-156 of the Connecticut General Statutes).

2. Accumulated sick leave shall be available for use during periods of such disability.

3. Disability beyond any accumulated sick leave shall be available for such reasonable further period of time as a female employee is determined by her physician to be disabled from performing the duties of her job because of pregnancy or conditions attendant thereto. The Board reserves the right to have its own physician examine and attest to the disability at reasonable intervals.

4. Policies involving commencement and duration of leave, the availability of extensions, the accrual of seniority and other benefits and privileges, protection under health or temporary disability plans, and payment of sick leave shall be applied to disability due to pregnancy or childbirth on the same terms and conditions as they are applied to other temporary disabilities.

5. Pregnancy or childbirth shall not be the basis for termination of employment or compulsory resignation.

11.2 It is the administrator's responsibility to signify in writing to the Superintendent, her intent to resume her administrative duties following a pregnancy or childbirth. The required written notice must be given to the Superintendent at least one calendar week before the date the administrator resumes her administrative duties. The return to said duties shall be within six weeks of the childbirth unless the administrator is still temporarily disabled, as substantiated by a physician in writing. To the extent that any provision of the collective bargaining agreement is inconsistent with the federal Family and Medical Leave Act (FMLA), the FMLA statute shall be controlling.

## ARTICLE 12 PROFESSIONAL LEAVE

The Board agrees to reimburse all officially delegated administrators attending a convention or conference or observing activities in another school system if said trip is approved by the Superintendent of Schools, provided that an itemized estimate of the cost is supplied by the administrator. The administrator will receive full pay while on such leave. Any administrator excused by the Board for the purposes stated above shall, within five (5) calendar days, submit a written report, detailing observations, and conclusions, to the Superintendent's office. Approval of such leave shall not be unreasonably withheld.

## ARTICLE 13 SABBATICAL LEAVE

13.1 The granting of Sabbatical Leave is the prerogative of the Superintendent with the approval of the Board.

The Superintendent shall review programs and independent work and recommend approval or rejection of the request for Sabbatical Leave to the Board.

All Sabbatical Leaves shall be subject to the following conditions:

- A. No more than one person from the total administrative staff shall be absent on Sabbatical Leave at any one time.
- B. Requests for Sabbatical Leave must be received by the Superintendent in writing, in such form as may be required no later than December 1 of the year preceding the school year in which the Sabbatical is requested. It is understood that the deadline of December 1 shall be waived at the discretion of the Superintendent when fellowships, grants, or scholarships awarded later in the year make such a deadline unreasonable.
- C. The administrator may be eligible for an initial Sabbatical Leave after at least seven (7) consecutive full school years of active service in this system. A second Sabbatical may be granted after another seven (7) year period.
- D. A Sabbatical Leave may be for a full academic year and the professional staff member may be paid at fifty percent (50%) his/her annual salary rate, provided that the total compensation and the Sabbatical pay does not exceed the administrator's full annual salary rate. In this instance, "full annual salary rate" shall be defined as that salary from which retirement is deducted.
- E. The administrator, as a condition to the acceptance of the Sabbatical Leave, shall agree to return to employment in the system for two (2) full years. In the event the administrator does not so return, the administrator shall reimburse the Board fully for all Sabbatical payments. In the event the administrator works one (1) full year instead of two (2) years, he/she will reimburse the Board (50%) of all Sabbatical payments. In the event of disability or death of the administrator, his/her estate will assume no responsibility for repayment.

#### ARTICLE 14 BEREAVEMENT LEAVE

Employees shall be entitled to five (5) consecutive day's leave of absence with pay from day of death in the event of the death of spouse, child/stepchild, parent, mother-in-law or father-in-law.

Employees shall be entitled to three (3) consecutive days leave of absence with pay from day of death in the event of death of sister, brother, grandparents, grandchildren, son-in-law, daughter-in-law, sister-in-law, brother-in-law. Up to two (2) additional days may be

granted at the discretion of the Superintendent based upon the merits of the individual case.

For purpose of attending the funeral service of an aunt, uncle, niece, and nephew of an employee which occurs on a school day, such employee is entitled to one (1) day leave of absence with pay.

Administrators may request bereavement leave beyond the leave set forth above. Such requests may be granted at the discretion of the Superintendent, based upon the circumstances in each case.

#### ARTICLE 15 PERSONAL DAYS

In addition to present and future Board policies authorizing absence or leaves of absence, each administrator shall be entitled to three (3) days leave of absence with pay, each year for personal, legal, business, household or family matters which require absence during school hours. Application, in writing, to the Superintendent's office for such leave shall be made as far in advance as practicable and ordinarily at least forty-eight (48) hours. Additional personal leave for the above reasons, or for reasons other than those specified above, may be granted at the discretion of the Superintendent with advice from the Council regarding the merits of the individual case under consideration. No personal days off, with or without pay, will be granted on the last school day immediately prior to the start of a vacation, or holiday, nor on the first school day immediately succeeding the last vacation period or holiday unless an emergency situation exists, and the personal day is approved by the Superintendent.

#### ARTICLE 16 PROTECTION OF ADMINISTRATOR

16.1 Administrators shall immediately report all cases of assault suffered by them in connection with their employment to their immediate supervisor in writing.

16.2 This report shall be forwarded to the Superintendent and then to the Board which shall comply with any reasonable request from the administrator for information in its possession relating to the incident or the persons involved.

16.3 The Board will comply with the provisions of Sections 10-235 and 10-236a of the Connecticut General Statutes

16.4 Whenever an administrator is absent from school as a result of personal injury caused by an accident or an assault arising out of, and in the course of his/her employment, he/she shall be paid his/her full salary (less the amount of any worker's compensation award made for temporary disability due to said injury) for the period of



such absence up to one (1) year, and no part of such absence shall be charged to his/her annual accumulated sick leave. Physician's fees and medical expenses shall be covered as prescribed by the State Worker's Compensation Act.

16.5 The Board shall have the right to have the administrator examined by a physician designated by the Board for the purpose of establishing the length of time during which the administrator is temporarily disabled from performing his/her duties; and, in the event that there is no adjudication in the appropriate worker's compensation proceedings for the period of temporary disability, the opinion of said physician as to the said period shall control.

16.6 The employee(s) assigns to the Board the right of subrogation for the purpose of reimbursing the Board for salary or expenses paid on behalf of an administrator sustaining personal injuries or property damage in the course of his/her employment.

#### ARTICLE 17 NO STRIKE PROVISION

The Council agrees that it shall not call, authorize, instigate, sanction, or condone any strike, slowdown, mass resignations, work stoppage, or other concerted refusal to perform any assignment on the part of any professional staff member during the period of this Agreement or any extension thereof.

#### ARTICLE 18 MISCELLANEOUS

18.1 Copies of the agenda of regular meetings of the Board shall be sent to the President of the Council.

18.2 Minutes of regular meetings of the Board shall be forwarded to the President of the Council after the Board approves the same.

18.3 The Board agrees to furnish a copy of this Agreement to each administrator as soon as is reasonably possible.

18.4 The provisions of this Agreement shall constitute the part of Board policy related to the specific items contained herein for the duration of this Agreement or until changed by mutual consent in writing.

#### ARTICLE 19 SAVING CLAUSE

In the event that any provision of this Agreement is, or shall at any time be contrary to law, all other provisions of this Agreement shall continue in effect.

ARTICLE 20  
REDUCTION IN FORCE AND RECALL

It is understood that it is within the discretion of the Board of Education to reduce the educational program, curriculum, and staff when economic, pupil enrollment decline, and other justifiable reasons dictate.

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

A. Staff Reduction Procedure

1. If it becomes necessary to reduce administrative positions within a particular classification (based on the classification listing and sections set forth in Article 2), preference will be given on the basis of length of service in the administrators' bargaining unit and those within the affected classification with least seniority in Shelton shall be laid off first, provided that in no case shall the Board be required to assign an administrator facing lay off or transfer to a position in a classification higher than that administrator's present or former administrative assignment. The order in which the classifications are set forth in Article 2 (with Classification G being the highest classification and Classification A-1 being the lowest classification) shall be controlling.

In the event that two or more individuals within the affected classification have equal seniority, as defined in Section A.2, the order of layoffs shall be based upon the number of consecutive years assigned to a position with the Shelton Public Schools requiring a teaching certificate, with the least senior employee being laid off first.

2. For purposes of this Article, seniority shall mean the number of consecutive years assigned to a position within the Shelton Public Schools' administrators' bargaining unit.
3. It is understood that a lay off is a termination of employment subject to administrative and/or judicial review in the manner set forth in the subsections of Connecticut General Statutes §10-151 as amended, and in no other manner.

B. Offer of Alternative Position

1. Any administrator relieved of his/her duties because of reduction of staff shall have the right to bump as follows. In no case shall a less senior administrator bump a more senior administrator. An administrator assigned to an alternative position under reduction in force must satisfy all

of the certification requirements for that position into which s/he bumps, and be qualified for that position as determined by the Superintendent.

- a. If there exists another position in an area represented by the Shelton Administrative Council in the same classification as the displaced administrator, and the administrator is certified and qualified, as determined by the Superintendent to fill such position, s/he shall be assigned to said open position.
  - b. If there is no administrative opening in the displaced administrator's classification, the displaced administrator shall be offered the position of the administrator who has the least seniority in the classification of the displaced administrator. Seniority for purposes of this article as stated in A(1) above shall mean the number of consecutive years assigned to a position within the Shelton Public Schools' administrators' bargaining unit.
  - c. If the displaced administrator does not have the seniority to bump an administrator in his/her classification, the displaced administrator shall be offered the position of the administrator who has the least seniority in a lower classification, provided that the displaced administrator is certified for the position and qualified for that position as determined by the Superintendent.
2. If an administrator is relieved of his/her duties because of reduction in staff or elimination of position and does not qualify for another administrative position under this program, the administrator shall be entitled to be assigned to any teaching position within the school system for which the administrator is certified by the state and qualified to fill as required by law.

C. Recall Procedure

1. Any administrator who has been laid off or who has been assigned to a teaching position shall be placed on a Recall List for a period of two (2) calendar years from the date of termination of his/her administrative assignment.
2. Any administrator on the recall list shall have recall rights to positions within the classification from which the administrator was laid off, and to any other position for which the administrator had bumping rights under Section B.1 above, provided that the administrator satisfies all certification and qualification requirements. The order in which the classifications are

set forth in Article 2 (with Classification G being the highest classification and Classification A-1 being the lowest classification) shall be controlling.

ARTICLE 21  
DURATION

The provisions of this Agreement shall be effective as of July 1, 2012 and shall continue and remain in force and effect to and including June 30, 2015.

ARTICLE 22  
MANAGEMENT RIGHTS

It is recognized by the parties hereto that the Board has and will continue to retain, whether exercised or not, the sole and unrestricted rights, responsibilities, and prerogatives to direct the operation of the public schools in the City of Shelton in all its aspects, and all of said rights, responsibilities and prerogatives not specifically abridged, deleted or modified by this Agreement are retained by the Board and are not subject to contest, review and/or grievance.

This Agreement is signed this \_\_\_\_\_ day of \_\_\_\_\_, 2011, by and between the Shelton Administrator's Council, Local 48, AFL-CIO, and the Shelton Board of Education.

FOR THE SHELTON ADMINISTRATORS' COUNCIL LOCAL 48, AFL-CIO:

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President, Shelton Administrators' Council

Date: \_\_\_\_\_

FOR THE SHELTON BOARD OF EDUCATION:

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Chairman, Shelton Board of Education

Date: \_\_\_\_\_

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Acting Chair, Shelton Board of Education

Date: \_\_\_\_\_

## SALARY SCHEDULE A

Title	Class ificati on	Work Year	0% 2012-13	2.0% 2013-14	2.3% 2014-15
Assistant Elementary Principal	A-1	207	\$122,489	\$124,939	\$127,812
Supervisor/Coordinator of Health/PE/Athletics	A-1	207	\$122,489	\$124,939	\$127,812
Supervisor of Literacy, Assessment and Professional Learning	A-2	211	\$124,627	\$127,120	\$130,044
Supervisor/Coordinator of Special Education PreK-12	A-2	211	\$124,627	\$127,120	\$130,044
Assistant Director of STEM Education and Data Management	B	215	\$126,676	\$129,210	\$132,182
Assistant Director of Special Education and Support Services	B	215	\$126,676	\$129,210	\$132,182
SHS/SIS Housemasters/Assistant Principal 5/6	B	215	\$126,676	\$129,210	\$132,182
Elementary Principals – Small School (Less than 500 students)	C-1	207	\$126,676	\$129,210	\$132,182
Elementary Principals – Large School (More than 500 Students)	C-2	215	\$133,307	\$135,973	\$139,101
5/6 Principal	D	215	\$133,307	\$135,973	\$139,101
Intermediate School Headmaster	E	215	\$133,307	\$135,973	\$139,101
High School Headmaster	F	217	\$141,725	\$144,560	\$147,885
Executive Director of Curriculum and Support Services	G	219	\$142,500	\$145,350	\$148,693

Additional Stipend – The Board will provide an annual stipend of \$2,000 dollars to administrators holding an Ed.D or holding a Ph.D. in a field related to education.