CONTRACT AGREEMENT

BETWEEN

THE BRISTOL BOARD OF EDUCATION

AND

THE BRISTOL ASSOCIATION OF
PRINCIPALS AND SUPERVISORS

JULY 2017 - JUNE 2020

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ARTICLE I

DEFINITIONS

1. The Bristol Board of Education recognizes the Bristol Association of Principals and Supervisors as the exclusive representative for all personnel excluding the Director of Human Resources, Director of Teaching and Learning, Director of Special Services, and the Assistant to the Superintendent for Business, below the rank of deputy superintendent in positions requiring administrative or supervisory certification (school business manager certification excluded) for the purpose of negotiations with respect to salaries and other conditions of employment in accordance with state law until such time as the professional personnel represented choose other representatives in accordance with said law.

2. The Bristol Association of Principals and Supervisors recognizes that the Board retains the right and responsibility to formulate policy and direct the operation of the school system according to State Statutes.

3. The Superintendent of Schools and the President of BAPS shall meet periodically at the request of either party. Other representatives of BAPS and the central office administration shall be present if appropriate in light of the agenda suggested at the time the request is made. Meetings shall be held at mutually convenient times but normally within one week after the request is made. Appropriate topics for discussion are: administration of the BAPS contract, and working conditions and personnel policies applicable to BAPS members.

4. Unless otherwise specifically stated elsewhere in this Agreement, the term "days" as used herein shall mean calendar days, excluding Saturdays, Sundays and holidays when Board offices are not open.

ARTICLE II

CONTRACT SCOPE

1. Previously adopted policies, rules and regulations, or directives in conflict with this contract are superseded by this contract.

ARTICLE III

FAIR POLICIES

1. The Board agrees to continue its policy of not discriminating against any employee on the basis of age, race, creed, color, national origin, residency, sex or marital status.

2. The Association agrees, in accordance with its constitution, to continue to admit persons to membership without discrimination on the basis of age, race, creed, color, national origin, residency, sex, or marital status.

3. Masculine or feminine pronouns in this agreement are intended to apply equally to individuals of either gender, unless the context clearly indicates otherwise.

4. No administrator shall be suspended without pay, or reduced in rank or compensation, other than in accordance with the provisions of this contract or as may be required by law, except for just cause.

ARTICLE IV

COPIES OF CONTRACT

Copies of this Agreement shall be made available on the District's website.

ARTICLE V

GRIEVANCE PROCEDURE

1. Level One

A grievance shall mean a complaint by an employee or the Association that as to him or it there has been a violation, misinterpretation or misapplication of the specific provisions of this Agreement.

A. Any member of the unit having a grievance may discuss said grievance with the Deputy Superintendent of Schools or Director of Human Resources. Grieving members have the right to have the Union President or his designee represent him/them at each level of the grievance procedure.

B. Any grievance which is not discussed at Level One within fifteen (15) days of when the member knew or should have known of the occurrence of the

event or condition on which it is based shall be considered waived, and may not be processed through this procedure.

2. Level Two

Any member of the unit who feels his or her grievance, as defined in Level One, has not been properly resolved at Level One may submit the matter, in writing, to the Superintendent of Schools within ten (10) days following the informal conference at level One. The Superintendent of Schools will discuss the matter with the members of the unit within ten (10) days of receipt of the letter and shall respond to the member in writing within ten (10) days following such discussion.

3. Level Three

If the complaint or concern as defined in Level One is not satisfactorily resolved at Level Two, the member may submit the matter in writing to the Board of Education Personnel Committee within ten (10) days from receipt of the Superintendent's decision. The Board of Education Personnel Committee shall hear the matter within ten (10) days of its receipt and respond in writing within ten (10) days of the hearing.

4. Level Four

If the grievance as defined in Level One is not satisfactorily resolved at Level Three, the Association may submit the matter in writing to the American Arbitration Association within ten (10) days of receipt of the Board of Education's decision. Selection of the arbitrator shall be according to regulations of the American Arbitration Association. The decision of this arbitrator shall be final and binding on both parties. The cost of arbitration shall be shared equally.

Representation:

A. When the Association is not representing a unit member, the Association shall be notified by Central Office of the receipt of a written grievance and shall also be notified in writing of the hearing dates and times, and shall have the right to be present and to state its views at all formal stages of the procedure.

B. Any party may be represented at Level two (2) and three (3) of the grievance procedure by a person of his own choosing but such person may not act as a representative of the Union.

C. Level Four of the grievance procedure may be initiated only by the Association.

5. Time Limits:

As used in this Article, the term "days" shall mean calendar days, excluding Saturdays, Sundays and holidays when Board offices are not open.

Any time limit in this procedure may be waived by mutual agreement by the Association and the Board. All written correspondence shall be in hardcopy format and marked "confidential." Email notification that hardcopy correspondence has been sent will constitute compliance with applicable time limits.

ARTICLE VI

DUES DEDUCTION

1. The Board agrees to deduct from the salaries of members dues for the Bristol Association of Principals and Supervisors, as said members individually and voluntarily authorize the Board to deduct, and to transmit the monies each pay period to the Bristol Association of Principals and Supervisors. Member authorizations shall be in writing in the form set below:

"Dues Authorization Card"

NAME _____

ADDRESS _____

I hereby request and authorize the Bristol Board of Education to deduct from my earnings and transmit to the Bristol Association of Principals and Supervisors the dues of the Association, as certified by such Association, in equal payment per paycheck of each school year. I hereby waive all right and claim for said monies so deducted and transmitted in accordance with this authorization, and relieve the Board of Education and all of its officers from any liability thereof.

Dated _____ Member's Signature _____

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2. All administrators employed as of July 1, 1985 and all administrators hired thereafter shall as a condition of employment, join the Bristol Association of Principals and Supervisors or pay to BAPS a representation fee equal to 90% of the amount paid as dues by BAPS members, which sum represents the proportion of BAPS dues uniformly required of BAPS members to underwrite the costs of collective bargaining, contract administration and grievance adjustment. BAPS

shall notify the Board on or before July 1 in each school year of the amount of dues.

A. The Board shall make payroll deductions in accordance with this Article.

B. Any member desiring to discontinue BAPS membership must notify in writing both the Board and BAPS. Upon receipt of such notice the Board shall discontinue dues deductions and initiate agency fee deductions, and shall promptly notify BAPS in writing.

C. BAPS shall hold the Board harmless against any and all claims, demands, liabilities, lawsuits, attorneys' fees or other costs which may arise out of, or by reason of actions taken against the Board as a result of the enforcement or administration of this Article.

ARTICLE VII

EXCHANGE ASSIGNMENTS

1. Exchange Assignment leaves of one (1) full year may be granted at the discretion of the Board of Education for certified personnel to participate in exchange programs approved by the Superintendent and the Board subject to the following conditions:

   A. No more than one member of the unit shall be absent on exchange leave at one time.

   B. The applicant has completed at least three (3) consecutive full years of service in the unit in the Bristol Schools.

   C. Members on exchange leaves shall be paid full salary.

   D. The member shall agree to return to employment in Bristol for one (1) full year after exchange leave. When members return from this type of leave, their time of absence shall be credited to them for determining their position on the salary schedule. Insurance programs shall be continued if permitted by the insurance carrier.

ARTICLE VIII

SABBATICAL LEAVE

1. Sabbatical leaves of one-half (1/2) year or one (1) full year may be granted at the discretion of the Board to certificated personnel upon recommendation by the

Superintendent for approved scholarly programs whether or not carried on in an academic institution, subject to the following:

A. No more than one member of the unit shall be absent on sabbatical leave at any one time.

B. Request for sabbatical leave must be received by the Superintendent no later than December 31 of the year preceding the school year in which sabbatical leave is requested. This deadline may be extended by mutual agreement of the parties. The Board will notify the member of acceptance or rejection of his/her request by April 1 of the school year in which application was submitted.

C. The applicant has completed at least three (3) consecutive full years of service in the unit in the Bristol schools. In establishing priorities for consideration of applicants for sabbatical leave, the following procedure will be used:

1. The Superintendent or his designee shall meet with the President of BAPS or his designee to review requests for sabbatical leave in terms of their value to the school system, the benefit to the member, and the length of Bristol administrative service of the applicants.

2. The recommendation(s) of the Superintendent or his designee, based on consideration of the above criteria, shall be submitted to the Board, along with any statement the President of BAPS or his designee wishes to include. The Board retains absolute discretion with regard to the granting or denial of any or all requests for sabbatical leave.

D. Members on sabbatical leave will be paid on the basis of their annual contract rate in effect for the contract year preceding the sabbatical leave - 75% of their salary for one-half (1/2) year's leave or 75% of their salary for one (1) full year's leave. Insurance programs may be continued and all normal deductions shall be made. Payment to be made while member is on leave according to normal pay schedule in effect for all personnel in the unit.

E. The member shall agree to return to employment in Bristol following the leave. Reemployment shall be to the member's former position unless a transfer or reduction in force occurs in accordance with the applicable provisions of this agreement. The member shall agree to return to employment in Bristol for one (1) year in the event of a one-half (1/2) year's leave or two (2) full years in the event of a full year's leave; their time of absence shall be credited to them for determining

their position on the salary schedule. In the event the member fails to fulfill this requirement, he must make full restitution of money received to the Board.

F. Employees on sabbatical leave shall retain employment status while on leave relating to membership in the retirement system.

ARTICLE IX

SICK LEAVE

1. Each member of the Association shall receive twenty (20) days annual sick leave. Each member shall receive annually an individual sick leave account report.

2. Unused sick leave shall be accumulated from year to year to a maximum number of 275 days.

3. Upon retirement or the death of a member of the unit, said member or his estate shall be paid the equivalent of 25 percent (25%) of his accumulated unused sick leave. A day's pay will be computed by applying the following formula:

$$\frac{1}{\text{Days Worked Per Year}} \times \text{Contracted Salary}$$

See attached Salary Schedules

This benefit shall not apply to employees hired on or after July 1, 2017.

4. Workers' Compensation - Whenever a member of the unit is absent from school as a result of an injury caused by an accident or an assault arising out of and in the course of his employment, which is compensable under the Connecticut Workers' Compensation laws, he shall be paid the difference between his full salary and the amount of any Workers' Compensation award, after applicable taxes and deductions, for the period of such absence.

Such period shall not exceed the compensable period for Workers' Compensation or one calendar year, whichever is the shorter period of time, of absence due to a particular injury including recurrence of that injury. No part of such absence shall be charged to his annual or accumulated sick leave. For absences for this reason beyond such period, a member of this unit shall be entitled to use his sick leave allowance. The Board shall support unit member claims under the Workers' Compensation laws in cases of injury on school premises or in any activity sponsored by or specifically approved by the Board or administration.

In contested cases, the member of the unit will receive full pay to the extent of accumulated sick leave pending a final determination of the case, and if he is

eventually determined to be eligible for Workers' Compensation benefits, his sick leave account will be restored accordingly, upon assignment to the Board of any payment for retroactive benefits.

Effective upon ratification of the contract and approval by the Workers Compensation Commission, work-related injuries and illnesses will be handled through the City's medical network for Worker's Compensation.

ARTICLE X

MATERNITY/ADOPTIVE/CHILD-REARING LEAVE

1. An administrator who becomes sick or disabled due to pregnancy or childbirth shall upon her request, be placed on sick leave for child-bearing purposes. Any administrator who becomes pregnant shall so notify the Superintendent, or his designee, at least (1) month prior to the expected date of commencement of said sick leave. When there is reason to believe that she may have become unable to perform her duties, she shall provide a doctor's certificate indicating her continued fitness for work. Leave shall begin when, in the opinion of her doctor, she is no longer physically able to work. Upon return to work, the administrator will be reinstated to her former position unless the position has been eliminated.

2. Leave under Section 1 shall be with pay, to the extent available through sick leave accumulation, and with all other benefits customarily provided during sick or disability leave.

3. Any administrator who becomes pregnant shall adhere to the notification and reporting procedures in Section 1 for as long as she remains actively employed, whether or not she intends to return to work after her child is born.

4. Nothing in this Article shall be construed to deny any administrator any rights he or she may have under the Family and Medical Leave Act. However, the Board may elect to charge any leave taken under this Article against the administrator's FMLA allowance, as well as his or her statutory and contractual sick leave allowance, to the extent permitted by law.

5. An administrator contemplating child-bearing/child rearing leave shall notify the Superintendent at least one (1) month before commencement as to whether she is applying for child-bearing leave only or both child-bearing and child-rearing leave. Fathers contemplating child-rearing leave shall notify the Superintendent at least one (1) month before the leave is to begin.

6. Child bearing leave shall be granted for six (6) to eight (8) weeks paid, but may be with pay only if and to the extent the administrator has sick time available. Any

child rearing leave to which an administrator may be entitled under FMLA, or that may be granted at the discretion of the Superintendent, shall be without pay.

ARTICLE XI

REIMBURSEMENT FOR PROFESSIONAL DEVELOPMENT

1. A member of this unit will be reimbursed for 50% of the total tuition cost per course under the following provisions:

   A. Unit members must have completed three years of successful experience in this unit in the Bristol Public Schools to qualify for this program.

   B. Such expenses as registration fees, mileage, texts, et cetera are not to be included.

   C. Such courses shall be beyond course requirements for the Connecticut Professional Educator Certificate covering the member's assignment.

   D. Such course shall be related to the professional improvement and development of the member and have been reviewed and approved by a review committee prior to commencement of the course. Review committee will be composed of a member of the unit other than applicant and two (2) designees appointed by the Superintendent of Schools. Application for review must be submitted not less than thirty (30) days prior to start of course, except in unusual circumstances.

   E. Such course shall carry graduate credit.

   F. Such reimbursement shall be limited to a maximum reimbursement for six (6) courses per contractual year.

   G. Such reimbursement shall be granted only for courses that have met the graduate level standards of the awarding institution.

   H. Reimbursement will be granted once a year only for courses meeting criteria set forth, provided such have been completed and transcripts filed prior to July 1 of each year.

   I. Application for reimbursement shall be made in writing prior to July 1, accompanied by official transcripts of courses completed.

   J. Reimbursements shall be made only for such courses taken within the period of this contract.

K. Courses taken and completed under pre-arranged released time from work duties shall not qualify for such reimbursement.

2. Each Association member shall be reimbursed for his/her dues paid to two (2) professional organizations (the Association and its state/national affiliates excepted) within his/her area of responsibility.

ARTICLE XII

DOCTORATE

1. Compensation for the Doctorate Degree shall be $4,000 above the appropriate salary level subject to its prior approval by the Superintendent and approval by the Board. Salary adjustments for such work shall be granted twice yearly on September 1 or February 1 of the fiscal year.

ARTICLE XIII

INSURANCE PROGRAM

Insurance coverage shall be provided by the Board:

1. Effective July 1, 2017, the High Deductible/HSA (Health Savings Account) plan described below shall become the sole insurance plan for all eligible employees.

HSA	Effective 2017	Effective 2018	Effective 2019
Deductible	$2,500/5,000	$2,500/5,000	$2,500/5,000
In-Network Benefits	100%	100%	100%
In-Network Co-Insurance	100%	100%	100%
Out of Pocket Max (Inc. Ded)	$2,500/5,000	$2,500/5,000	$2,500/5,000
Preventive Services	100% not subject to deductible	100% not subject to deductible	100% not subject to deductible
Out of Network Benefits			
Deductible	$2,500/5,000	$2,500/5,000	$2,500/5,000
Coinsurance	80%	80%	80%
Out of Pocket Max (Inc. Ded)	$5,000/10,000	$5,000/10,000	$5,000/10,000
Pharmacy Benefits			
Retail copay	Subject to Ded., then 100%	Subject to Ded., then 100%	Subject to Ded., then 100%

Mail order copay	Subject to Ded., then 100%	Subject to Ded., then 100%	Subject to Ded., then 100%
Mandatory generic	Yes	Yes	Yes
Pharmacy Out of Pocket Max	Included above	Included above	Included above
Employer HSA Funding	50%	50%	50%

2. Cost for the HD/HSA Plan and applicable Dental Plan will be shared so that participating employees shall contribute the following applicable premiums and the Board shall pay the remaining balance: 2017-2018, 18%; 2018-2019, 19%; 2019-2020, 20%.

3. Effective July 1, 2017, the Board's contributions toward the HSA deductible shall be deposited into the employees' HSA accounts in two installments, the first installment shall be paid on the first payroll period in July and the second installment shall be paid on the first payroll period in September. The parties acknowledge that the Board's contribution toward the funding of the HSA plan is not an element of the underlying insurance plan, but rather relates to the manner in which the deductible shall be funded for actively employed administrators. The Board shall have no obligation to fund any portion of the HSA deductible for retirees or other individuals upon their separation from employment.

4. A Dental Plan, with riders A, B, C, D, and Dependent Child Rider, including payment for all eligible family members.

5. The above referenced carriers and coverages may be changed from time to time by the Board provided that the resulting coverage shall be equivalent or better than the above coverages, including benefits, coverages, services and administration as stated in the plan summary document. BAPS may initiate proposals to improve the above coverage at no additional cost to the Board. The increase in any individual administrator's premium cost share from any one contract year to the next for the same class of coverage shall not exceed the equivalent of a .5% increase in base salary from the same contract year to the next.

6. Each administrator will receive term life insurance, such coverage to be paid by the Board as follows: $250,000.

7. If an administrator or supervisor dies during the school year, the Board shall continue appropriate fringe benefit payments for the month in which the death occurs and two succeeding months. Thereafter, the spouse and/or dependents may continue hospital, surgical and major medical insurance benefits at group rates, carrier petitioning, at their own expense, until the date on which the deceased administrator would have reached age 65.

8. Members of the unit who incur vandalism costs while on duty at school, school events, and school meetings may claim reimbursement by the City in accordance with existing procedures, a copy of which shall be provided by the Board upon request.

9. The Board of Education shall establish a Section 125 account for purposes of paying uncovered medical expenses and child care expenses with pre-tax dollars. Participation in such plans shall be voluntary.

10. The Patient Protection and Affordable Care Act ("PPACA"; Public Law 111-48) has set forth and codified under the Internal Revenue Code §4980I the imposition of an excise tax related to employer provided health insurance plans that exceed certain value thresholds. The impact of the excise tax is scheduled to take effect in 2020. Should any federal statute or regulation pertaining to IRC §4980I be mandated to take effect during the term of this Agreement, triggering the imposition of an excise tax with respect to any of the contractually agreed upon insurance plans offered herein, the parties agree to commence mid-term negotiations in accordance with the Teacher Negotiation Act. During such mid-term negotiations, the parties will re-open the "Insurance Program" Article, for the purpose of addressing the impact of the excise tax. No other provision of the contract shall be reopened during such mid-term negotiations.

Disability Insurance:

11. The Board shall provide disability income insurance for the administrative group up to 60% of salary to a maximum of $7500 per month, said payments to continue to age 65. The disability coverage shall contain a two-year own occupation provision and have a 90 day elimination period. Eligibility for coverage shall be determined by the carrier.

The group rates assume full social security offset.

After the 90 day elimination period the Board shall pay the balance of the person's salary to the extent of accumulated sick days. Any sick days used will be counted as full sick days.

Fringe Benefits for Retirees:

12. The Board agrees to pay $750 per year toward the cost of premiums for any Board approved medical insurance plan for administrators retiring during the contract period and subject to the following conditions:

    A. The amount above will be applied to whatever coverage the retiree has at the time of retirement.

B. The administrator must have taken a full normal retirement under the Teacher Retirement System immediately upon separation from employment with the Bristol Public Schools.

C. The administrator must be enrolled in a Board approved medical insurance plan immediately prior to retirement and must remain so enrolled for the duration of payments under this section.

D. The administrator must pay (in accordance with a schedule established by the Board) the difference between the cost of coverage and the Board's $750 contribution for the duration of the payments under this section.

E. Continuation of each plan and rider is contingent upon conditions established by the carrier.

F. Payments by the Board shall end seven years after the date of the administrators' retirement or until the administrator reaches the age of 65 years and qualifies for Medicare part A; if the administrator does not qualify for Medicare Part A, the payments by the Board shall continue for the seven years. Payments by the Board will end if the obligations set forth in paragraphs (C) and (D) above, whichever comes first, are not met.

G. This provision entitled, ("Fringe Benefits for Retirees"), shall not apply to employees hired on or after July 1, 2017.

ARTICLE XIV

CONFERENCES AND TRAVEL

1. A member of the unit who shall attend or participate in an educational conference with prior approval of the Superintendent of Schools or his designee shall do so without loss of pay and shall be reimbursed upon application and presentation of expense vouchers for all necessary expenditures made in connection with the conference an amount not to exceed $500/annum. A written report containing a summary of the conference, a description of the administrator's participation in it, and related materials pertinent to the Bristol school system may be required. The Board shall provide a form for this purpose at the time the leave is approved.

2. Annually, a maximum of six (6) members of the Association (no more than two [2] at any time) shall be approved for attendance at national conferences. Attendees shall be reimbursed a maximum of $1500. Such approval shall be on a rotational basis within a system developed jointly by the Superintendent and Association President. Using these funds, a member of the Association cannot attend a national conference two years in a row; exceptions may be made at the sole discretion of the

Superintendent. Requests to attend national conferences must be received by the Superintendent no later than July 1.

3. Members will be reimbursed for all automobile mileage while conducting Board of Education business. Such reimbursement will be at the rate established yearly by the IRS. All mileage requests must be submitted monthly within five (5) days of the end of the month.

ARTICLE XV

WORK YEAR, VACATION, HOLIDAYS

1. Prior to the adoption by the Board of any calendar for the school year, the proposed calendar shall be submitted to the President of BAPS for comments and suggestions.

2. BAPS members' number of work days per year is two-hundred and sixty (260). The number of days actually worked is computed by subtracting the number of holidays and vacation days from the 260. See the Salary Schedules.

3. BAPS personnel are granted the following holidays: New Year's Day, Martin Luther King Day, Presidents' Day, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, Friday after Thanksgiving, the day before Christmas, and Christmas Day, plus two (2) floating holidays to be scheduled as additional vacation days for each administrator.

   If one of the holidays specified above falls within a member's scheduled vacation or if he is required to work one of those days, he shall be entitled to an additional vacation day. The process of scheduling vacations for a given contract year shall be completed by May 1 of the preceding contract year.

4. Vacation time is computed by dividing the number of vacation days listed in the attached Salary Schedules by 12. Holiday time is computed by dividing the number of holidays, fifteen (15) by 12. Should a BAPS member leave the Bristol Public Schools anytime between July 1 and June 30 an appropriate adjustment to their salary will be made based on the number of vacation days used.

ARTICLE XVI

ADMINISTRATIVE ASSIGNMENTS

1. Any new administrative or supervisory positions requiring an Intermediate Certificate or equivalent thereof, established by the Board of Education shall be a

member of the BAPS unit and placed on the appropriate place in the salary schedule pursuant to negotiations with BAPS.

2. The Board shall post written notice of any newly created position requiring intermediate certification, or any vacancy in any existing position for which intermediate certification is required.

   A. The Board shall accept written applications for at least five (5) work days following the date of such posting. All postings shall include a brief job description, salary, certification requirements and other necessary qualifications.

   B. If the administrator wishes to be considered for more than one position, then those choices should be listed by school or position in order of preference.

   C. The Superintendent will notify the interested administrator(s) of the Board's decision within three (3) working days after it is made. No such transfer will be approved if it conflicts with the right of any administrator or former administrator on the reappointment list.

3. In the event the Board of Education decides to change or alter the duties or responsibilities of any position represented by BAPS, it shall notify BAPS at least thirty (30) days prior to the proposed change. The Board and BAPS will thereupon meet and negotiate the impact of such proposed changes on the terms and conditions of employment of affected positions.

4. In the event any member of the bargaining unit is assigned to an interim or permanent administrative or supervisory position commanding another salary range, such member's beginning salary in the new position will not be less than the salary he held in his former position, unless such member elects to accept a position where the salary range is less than the salary range of the present position occupied by the member. A member who is assigned to an interim administrative position from a previous administrative position, shall be guaranteed assignment to his original administrative position at the termination of the interim assignment. If a member's position is eliminated while he is serving in an interim position, his right to his original position shall be the same as if he had not taken the interim position.

   Initial placement at any step of the salary range of any position shall be determined by the Board of Education upon recommendation of the Superintendent. This provision shall apply both to new members of the unit and to other members of the unit who have been transferred to a different position.

5. In the event it becomes necessary to fill an administrative or supervisory position because of the illness of an incumbent or other emergency condition, the person appointed to this vacancy on a temporary basis, if not already a member of this bargaining unit, shall receive a salary equal to the first step of the position being

filled and prorated for the number of days worked according to the following daily rate:

$$\frac{1}{260} \quad X \quad \text{Annual Contracted Salary}$$

A. Personnel involved in an interim assignment shall be paid on a bi-weekly salary rate as established in section 5, above. Payment shall be made only for actual work days during which the individuals serve in said interim assignment.

B. Personnel not previously in the bargaining unit, involved in an interim assignment, shall be covered by all terms and benefits of the Agreement except the provisions found in Articles VII (Exchange Assignments), VIII (Sabbatical Leave), X (Child-Rearing), XVII (Vacancies and Transfers), and XIX (Reduction in Force). The interim administrator may also elect to participate in the benefits as specified in Article XIII (Insurance Program), provided he/she pays the entire cost thereof. Nothing herein shall be construed to deprive any interim administrator of any rights available under state or federal law (e.g. FMLA). Certified interim administrators may apply for employment as regular members of the administrative staff, but are not guaranteed employment under any circumstances. Once employed as a regular member of the administrative staff, all benefits under this agreement shall apply.

6. In any other situation in which a member serves in a position for less than a full school year, the salary and fringe benefits for such member shall be prorated in accordance with the principles set forth in the preceding paragraph.

ARTICLE XVII

VACANCIES AND TRANSFERS

1. The term "transfer" means a reassignment to another position within the BAPS unit, or assignment to the same position in a different school.

2. Requests for transfer shall be processed in accordance with the following procedure:

A. Any administrator desiring a change in assignment for the next school year shall file a written request with particulars with the Deputy Superintendent no later than May 15.

B. This request will be discussed by the Deputy Superintendent and the administrator within the next seven days and if the administrator at that

point wishes to have the request forwarded, the Deputy Superintendent will forward the request to the Superintendent within ten days after such discussion, and in no event later than June 1, with a copy given to the administrator. The Superintendent is not required to consider such request unless it is submitted to and forwarded by the Deputy Superintendent.

C. Administrators whose request for transfer are not granted shall automatically be considered for appropriate vacancies which may arise during the next school year.

D. Nothing in this Section precludes an administrator from initiating such a request for transfer consideration even before known vacancies are determined and posted. However, a list of known administrator vacancies shall be made available to the Union and posted in several buildings on or about March 1.

E. Dispositions of all requests for transfer shall be made known in writing to the requesting administrator within ten (10) days after the decision has been reached.

3. Involuntary transfers shall be processed in accordance with the following procedures:

A. Involuntary transfers may only be based on a decision by the Superintendent and/or the Board. When an involuntary transfer is being considered, the affected administrator shall be notified in writing and given an opportunity for consultation with the Superintendent prior to a final decision. Within thirty (30) school days following this consultation, the administrator shall be notified of the decision, with reason.

B. The Superintendent and/or the Board reserve the right to make transfers, voluntary or involuntary, between the closing of the school year and the opening of the new school year to meet developing circumstances in total staff utilization. If an administrator is unavailable for consultation because of summer vacation or other cause, the involuntary transfer may be imposed on a provisional basis pending consultation and review procedures.

4. In the event of an involuntary transfer, the following review procedures shall apply.

A. The affected administrator may request a hearing before the Board, with Association representation if desired.

B. Such request shall be made within seven (7) calendar days of receipt of notice of the transfer decision, and such hearing shall be held within fourteen (14) calendar days of receipt of the request.

C. The Board shall make a decision and notify the administrator in writing of such decision within seven (7) calendar days following such hearing.

D. The above time limits may be extended by mutual agreement.

E. The application of the procedural requirements set forth in this Article, but not the educational rationale for the transfer decision, shall be subject to the grievance procedure, including Level Four. A claim that the transfer decision was not based on educational considerations shall be subject to the grievance procedure including Level Four, with the burden of proof on the claimant to establish the basis for the decision by clear and convincing proof.

F. In the event of an involuntary transfer to a position with a lower salary rate, the affected administrator's salary will be frozen until the salary for the new position exceeds the frozen salary rate. This provision shall not apply to a demotion for disciplinary reasons under Article XX.

5. Any member of BAPS who applies for a vacancy within the timelines specified in Article XVI:2.A shall be granted an initial interview provided they hold the appropriate certification for the position.

ARTICLE XVIII

PERSONNEL FILES

1. Only those personnel who have an official right and reason for doing so may inspect an employee's file. When a member's file is inspected by such a person, he shall indicate that he has examined the same by signing a log maintained by the supervisor of personnel files who shall be responsible for retaining such records. The Director of Human Resources need not note each time he consults a member's file. It is understood that some portions of the member's file are desirably kept in different places but all parts of the file, their location, and their existence, are to be available to the member.

2. Upon request of a member he shall be given access to his file. At least twenty-four (24) hours' notice will be appreciated by letter, telephone call, or signing a form.

3. A member shall have the right to answer any material filed.

4. Upon request, a member shall be furnished a reproduction of any material in his file concerning evaluation of his performance in the Bristol School district as set forth in State law. Cost of reproduction will be borne by the member.

5. From the effective date of this contract, any written reprimand which is to be placed in a member's personnel file shall contain a statement to that effect.

6. No anonymous material shall be placed in a member's personnel file.

7. Supervisors shall be encouraged to place in a member's file information of a positive nature indicating special competencies, achievements, performances or contributions of an academic, professional or civic nature.

ARTICLE XIX

REDUCTION IN FORCE

1. The Board has and will retain the right to determine the number and distribution of administrative positions in the Bristol Public School System. If the Board determines it is necessary to reduce the number or change the distribution of administrative positions in the system, the following procedure shall be followed:

   A. The Board shall first attempt to reduce, or eliminate the need for reduction in force through attrition and by transferring members of the bargaining unit as necessary provided that such members are certified for and qualified to assume such positions in the opinion of the Board of Education. The Board shall guarantee any displaced administrator a certificated position in the school system at the maximum allowable step.

   B. The Board may in its discretion offer early retirement incentives for individual members of the BAPS unit, after consultation with BAPS, with the understanding that no offer of any such incentive to any member of BAPS shall constitute a binding precedent for any future case.

   C. In the event of a reduction in force, the Board shall have the right to identify position(s) to be eliminated. The primary criterion to be used in selecting the employee to be affected by the reduction in force shall be seniority within the Bristol school system in the affected level as set forth below. The affected employee shall have the right to bump the least senior person at the next lower level(s) in which he/she has seniority, assuming he/she has the requisite certification. Under no circumstances, shall a layoff result in a promotion or an increased salary level. For purposes of this section, seniority within the Bristol School System shall be defined as the number of years in the BAPS unit.

   For purposes of this Article, the following shall be deemed separate levels:

   Level 1: High School Principal

Level 2: Middle School Principal and K-8 Principal

Level 3: Elementary Principal

Level 4: Supervisor, High School Assistant Principal, Middle School Assistant Principal, Supervisor PE and Athletics, Special Education Supervisor

D. The Board shall place in teaching positions employees displaced from the BAPS unit, provided such placement is consistent with the decision of the State Board of Labor Relations in Case No. TDR 7161.

E. Employees displaced from the BAPS unit shall be placed upon a reappointment list and remain on such list for two years provided such administrator does not refuse a reappointment. No new employee shall be hired to fill a position for which an employee on the reappointment list is qualified. Qualification means not only possessing the necessary certification for a position, but also that the person has demonstrated either through past successful experience, course work or training, or a combination of both, that he/she has the skills necessary to carry out the responsibilities of the position, for any position of principal or above.

ARTICLE XX

DISCIPLINARY PROCEDURES

1. The Superintendent has the sole authority to initiate disciplinary action against members of the BAPS unit. Such discipline must be for just cause and must be imposed reasonably promptly following the Superintendent's awareness of the event or condition on which it is based. The principle of progressive discipline shall apply to repeated offenses or continuing conditions, provided that previous occurrences are reasonably related both in time and nature of offense.

2. In cases where a member has been reduced in rank or compensation for disciplinary reasons, the member may, within ten (10) days after notice of the Superintendent's action, file a written request for a hearing before the Board. Such hearing shall be held in executive session fourteen (14) days after the request has been filed unless an earlier date has been mutually agreed upon. A decision shall be rendered by the Board of Education not later than fourteen (14) days following the date of hearing. Such decision shall be in writing if requested by BAPS or the affected member of the BAPS unit.

3. The member shall also be entitled to representation by BAPS, and if he does not avail himself of this option a representative of BAPS has the right to be present and state the position of the unit.

4. The decision of the Board may be subject to arbitration pursuant to Article V, Level Four.

5. In any disciplinary proceeding, all parties agree to maintain strict confidentiality and to make no statements to the public, the press or other unauthorized personnel except by mutual agreement. This paragraph shall also apply to any decision issued by the Board of Education pursuant to paragraph 2.

6. Nothing herein shall be construed to apply in cases of termination of employment, which shall be governed by Section 10-151 of the Connecticut General Statutes.

ARTICLE XXI

CONFORMITY TO LAW AND SAVING CLAUSE

1. In the event that any provision of this agreement shall at any time hereafter be determined to be contrary to law by a court of competent jurisdiction, then, in such event, the provision held contrary to law shall not be applicable, performed by either party, or enforced by either party, except to the extent permitted by law.

2. In the event that any provision of this agreement shall at any time hereafter be determined to be contrary to law by a court of competent jurisdiction, said decision shall in no way affect all of the other provisions of this agreement, and despite the fact that one or more provisions shall be declared contrary to law, all of the other provisions of this agreement not so affected, shall continue in full force and effect.

ARTICLE XXII

DURATION AND RENEWAL

1. The Board and the Association agree that all points covered herein constitute the full and complete agreement between them. Neither party shall be required to negotiate during the term of this agreement on any issue, whether or not it has been negotiated or could have been negotiated in the past. No member of the Association or authorized representative, agent or employee of the Board may enter into any separate agreement or understanding which shall be inconsistent or contrary to the terms of this agreement. Any such separate agreement will not be binding upon the parties hereto, unless mutually agreed upon and expressly adopted in writing.

2. The provisions of this agreement shall be effective as of July 1, 2017, and shall continue and remain in full force and effect to and including June 30, 2020.

3. If no successor agreement to this contract has been reached by the termination date of this contract, the provisions of this contract shall continue to be in full force and effect, until such time as an agreement to a new contract is reached.

The Association agrees that during the term of this agreement, or any extension thereof pursuant to the preceding sentence, it will not authorize, instigate, sanction or condone any strike, work stoppage, or concerted refusal to render services. Any employee who engages in such action shall be subject to disciplinary action, up to and including discharge.

IN WITNESS THEREOF, the parties hereto have affixed their signatures this 22 day of December, 2016.

BRISTOL BOARD OF EDUCATION

By Christopher C Wilson
Chairman

BRISTOL ASSOCIATION OF PRINCIPALS AND SUPERVISORS

By Scott Goudet
President

B.A.P.S. SALARY SCHEDULE 2017-2018

Work Days Per Year	Holidays	Vacation Days	Days Worked Per Year	Position	Step 1	Step 2	Step 3
260	15	25	220	High School Principal	148,139	155,337	157,297
260	15	25	220	Middle School Principal	141,166	148,087	150,051
260	15	25	220	Elementary School Principal	135,003	141,265	143,226
260	15	25	220	Supervisor PE & Athletics	132,636	138,887	140,849
260	15	25	220	High School Assistant Principal	132,636	138,887	140,849
260	15	25	220	Supervisors listed below*	131,535	137,382	139,332
260	15	25	220	Middle School Assistant Principal	130,770	136,512	138,474
260	15	35	210	Elementary School Assistant Principal	127,723	131,464	133,425

* Adult Education and ELL; Science, Special Education, Humanities and World Languages; Mathematics; Assessment, Evaluation and Special Programs; Elementary Education

For each Administrator . . . Ph.D. - $4,000 above step placement for position

B.A.P.S. SALARY SCHEDULE 2018-2019

Work Days Per Year	Holidays	Vacation Days	Days Worked Per Year	Position	Step 1	Step 2	Step 3
260	15	25	220	High School Principal	151,472	158,832	160,836
260	15	25	220	Middle School Principal	144,342	151,419	153,427
260	15	25	220	Elementary School Principal	138,041	144,443	146,449
260	15	25	220	Supervisor PE & Athletics	135,620	142,012	144,018
260	15	25	220	High School Assistant Principal	135,620	142,012	144,018
260	15	25	220	Supervisors listed below*	134,495	140,473	142,467
260	15	25	220	Middle School Assistant Principal	133,712	139,584	141,590
260	15	35	210	Elementary School Assistant Principal	130,597	134,422	136,427

* Adult Education and ELL; Science, Special Education, Humanities and World Languages; Mathematics; Assessment, Evaluation and Special Programs; Elementary Education

For each Administrator . . . Ph.D. - $4,000 above step placement for position

B.A.P.S. SALARY SCHEDULE 2019-2020

Work Days Per Year	Holidays	Vacation Days	Days Worked Per Year	Position	Step 1	Step 2	Step 3
260	15	25	220	High School Principal	154,501	162,009	164,053
260	15	25	220	Middle School Principal	147,229	154,447	156,496
260	15	25	220	Elementary School Principal	140,802	147,332	149,378
260	15	25	220	Supervisor PE & Athletics	138,332	144,852	146,898
260	15	25	220	High School Assistant Principal	138,332	144,852	146,898
260	15	25	220	Supervisors listed below*	137,185	143,282	145,316
260	15	25	220	Middle School Assistant Principal	136,386	142,376	144,422
260	15	35	210	Elementary School Assistant Principal	133,209	137,110	139,156

* Adult Education and ELL; Science, Special Education, Humanities and World Languages; Mathematics; Assessment, Evaluation and Special Programs; Elementary Education

For each Administrator . . . Ph.D. - $4,000 above step placement for position

SIDE LETTER

BAPS President
Scott Gaudet
Greene - Hills School
718 Pine Street
Bristol, CT 06010

Dear Mr. Gaudet:

In conjunction with the negotiation of the 2011-2014 collective bargaining agreement between the Board and BAPS, and in connection with the planned opening of two K-8 schools, the Board commits to the following:

1. No member of the BAPS bargaining unit shall be laid off or denied an administrative position as a result of the planned opening of these two schools.

2. If a member of the BAPS bargaining unit is involuntarily transferred to a position with a lower salary rate, then notwithstanding Article XVII, 4.F of the contract, the affected administrator will progress at the salary rate of the previous position for two contract years, after which the administrator's salary shall be frozen until the salary for the new position exceeds the frozen salary rate.

Very truly yours,

Barbara Doyle
Board Chair