

THE COLLECTIVE BARGAINING AGREEMENT
between the
MARLBOROUGH BOARD OF EDUCATION
and the
MARLBOROUGH ADMINISTRATORS' ASSOCIATION
July 1, 2025 - June 20, 2028

ARTICLE

Section

TABLE OF CONTENTS

ARTICLE I. RECOGNITION	1
ARTICLE II. GRIEVANCE PROCEDURE	1
ARTICLE III. INSURANCE BENEFITS	4
ARTICLE IV. VACATION	5
ARTICLE V. HOLIDAYS	6
ARTICLE VI. SICK LEAVE	6
ARTICLE VII. PERSONAL LEAVE	7
ARTICLE VIII. REIMBURSEMENT FOR PROFESSIONAL GROWTH	7
ARTICLE IX. SALARY	7
ARTICLE X. REDUCTION IN FORCE	8
ARTICLE XI. RETIREMENT BENEFITS	8
ARTICLE XII. JUST CAUSE	8
ARTICLE XIII. SEVERABILITY	9
ARTICLE XIV. PROFESSIONAL DUES DEDUCTION	9
ARTICLE XV. DURATION	9

ARTICLE I. RECOGNITION

Section I.1

The Board hereby recognizes the Marlborough Administrators' Association as the exclusive representative for the purposes of collective bargaining pursuant to Section 10-153a et seq. of the Connecticut General Statutes, as amended, for certified professional administrators below the rank of Assistant Superintendent, who occupy positions requiring administrator or supervisor certification and the performance of administrative duties fifty (50) percent or more of the time.

ARTICLE II. GRIEVANCE PROCEDURE

Section II.1 - PURPOSE

The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to problems which may arise related to the implementation of the contract. Both parties agree that proceedings shall be kept as confidential as is appropriate.

Section II.2 - DEFINITIONS

1. "Grievance" shall mean a claim by an administrator or group of administrators that there has been a violation, misinterpretation or misapplication of the specific provisions of this Agreement. Where Board action is required by law, it shall not give rise to a grievance.
2. "Administrator" shall mean any member(s) of the bargaining unit as defined in Article I. "Board" shall mean the Board acting in its official capacity.
3. "Days" shall mean days on which students are in attendance, except after the close of the student year, and "days" shall then mean weekdays, Monday through Friday.

Section II.3 - TIME LIMITS

1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each step shall be considered as a maximum. The time limits specified may, however, be extended by written agreement of the Administrators' Association and the Superintendent.
2. If an administrator does not file a grievance in writing with the Superintendent within twenty (20) days after he/she knew or should have

known of the act or conditions on which the grievance is based, then the grievance shall be considered to have been waived.

3. Failure by the aggrieved administrator at any level to appeal to the next level within the specified time limits shall be deemed to be acceptance of the decision rendered at that level.

Section II.4 - INFORMAL PROCEDURE

1. If an administrator feels that he/she may have a grievance, he/she shall first discuss the matter with the Superintendent or designee, in an effort to resolve the problem informally. The administrator may be accompanied by a member of the Administrators' Association in any such meeting.

Section II.5 - FORMAL PROCEDURE

1. Level One - Superintendent of Schools

- (a) If the administrator is not satisfied with the outcome of the informal procedures, he/she may present his/her claim as a written grievance to the Superintendent within twenty (20) days after he/she knew or should have known of the act or conditions on which the grievance is based.
- (b) The Superintendent shall, within ten (10) days after receipt of the written grievance, meet with the aggrieved person and the Administrators' Association for the purpose of resolving the grievance.
- (c) The Superintendent shall, within eight (8) days after the hearing, render his/her decision and the reasons therefor in writing to the administrator and the Administrators' Association.

2. Level Two - Board of Education

- (a) If the administrator is not satisfied with the disposition of his/her grievance at Level One he/she may, within ten (10) days after receipt of the decision, file a written grievance with the Chairman of the Board, with copy of such referral to the Administrators' Association. A copy of the record of Level One of this grievance shall be forwarded to the Board.
- (b) The review shall occur at the next regularly scheduled Board meeting following receipt of the appeal, provided the appeal is received by 4:00 p.m. on the workday that precedes the Board meeting by one (1) full week. An appeal received after that time shall be heard at the next regularly scheduled Board meeting.

- (c) The Board shall, within ten (10) days after such meeting, render its decision and the reasons therefor in writing to the aggrieved person with a copy to the Chairperson.

3. Level Three - Impartial Binding Arbitration

- (a) If the administrator is not satisfied with the disposition of his/her grievance at Level Two, he/she may, within ten (10) days after receipt of the decision, request in writing to the President of the Association that his/her grievance be submitted to arbitration.
- (b) The Association may, within ten (10) days after receipt of such request, submit the grievance to arbitration by so notifying the Board in writing, with a copy to the Superintendent.
- (c) The Board and the Association shall attempt to select a mutually acceptable arbitrator. If they cannot agree, the American Arbitration Association shall be called upon to select an impartial arbitrator.
- (d) The arbitrator selected shall hear and decide only one grievance in each case. The arbitrator shall have no power in any matter to make an award which amends, adds to, deletes from or modifies in any way any provision of this Agreement. The arbitrator shall be bound by and must comply with all the terms of the Agreement.
- (e) The arbitrator shall, within thirty (30) days after the hearing, render his/her decision in writing to the Association and the Board, setting forth his/her findings of fact, reasoning and conclusions on the issues submitted. The decision of the arbitrator shall be final and binding on all parties.
- (f) The costs for the services of the arbitrator shall be borne equally by the Board and the Association.

Section II.6 - RIGHTS OF ADMINISTRATORS TO REPRESENTATION

- 1. No reprisals of any kind shall be taken by either party or by any member of the administration against any participant in the grievance procedure by reason of such participation.
- 2. Any administrator may be represented at Levels One and Two of the formal grievance procedure by a person of his/her own choosing except that he/she may not be represented by a representative of or by an officer of any administrator organization other than the Association. No administrator may proceed to Level Three on his/her own; only the Association may submit a grievance to arbitration.

Section II.7 - MISCELLANEOUS

1. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel file of the participants, and such documents and records shall have the same status as personnel records.
2. If a grievance affects a group or class of administrators, the Association may initiate and submit such grievance in writing directly to the Superintendent and the processing of such grievance will be commenced at Level One.

ARTICLE III. INSURANCE BENEFITS

Section III.1

The Marlborough Board of Education will provide health and dental insurance plans.

Section III.2

The Board shall continue to offer a High Deductible Health Plan with a Health Savings Account with deductibles of \$2000 for individual and \$4000 for two person or family. Administrators shall contribute 14.5% of the premium cost for this plan in the 2025-2026 school year, 14.5% of the premium cost for this plan in the 2026-2027 school year and 15% of the premium cost for this plan in the 2027-2028 school year. Administrators are responsible for the entire deductible.

Prescriptions shall be treated as any other medical expense, subject to deductible, but once deductible is met, then there shall be a \$5/25/40 copay per prescription. Prescription plan edits; required specialty channel and co-pay assistance program.

The Board shall provide each administrator and/or his/her family with the Blue View Vision Plan.

Should any Federal statute or regulation 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 Administrator Negotiation Act. During such mid-term negotiations, the parties will reopen Section 1.1 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.

The Board will provide each administrator and/or his/her family with the Blue Cross/Blue Shield Full Dental plan with Riders A & B. Each employee shall contribute through bimonthly payroll deductions the same percentage of the total premium cost of his or her dental coverage as he/she pays towards health insurance. Employees will have the option of purchasing full family dental coverage at their own expense.

Section III.3

A term life insurance policy in the amount of \$350,000.

Section III.4

The Board shall maintain a Section 125 Salary Reduction Agreement which will be designed to permit exclusion from taxable income of the employee's share of health insurance premiums. The Board makes no representation or guarantees as to the initial of continued viability of such a salary reduction agreement, and shall incur no obligation to engage in any form of impact bargaining in the even that a change in law reduces or eliminates the tax-exempt status of employee insurance premium contributions. Neither the Association nor any administrator covered by this agreement shall make any claim or demand, nor maintain any action against the Board or any of its members or agents for taxes, penalties, interest of other cost or loss arising from a flaw or defect in the salary reduction agreement or from a change in the law which may reduce or eliminate the employee tax benefits to be derived therefrom.

Section III.5

The Board of Education shall have the right to implement one or more managed care health insurance plans (including but not limited to a health maintenance organization or a preferred provider organization or an HSA).

ARTICLE IV. VACATION

Section IV.1

Administrators will be allowed twenty-five (25) days vacation per year and may accrue up to a maximum of five (5) vacation days and carry such days over to the following school year. Administrators shall not be entitled to pay for unused vacation time upon severing their employment. Administrators will attempt to schedule different vacation weeks in the summer. Concurrent weeks would only be allowed at the discretion of the Superintendent.

ARTICLE V. HOLIDAYS

Section V.1

Each administrator will be allowed the following holidays:

Fourth of July
Labor Day
Columbus Day
Veterans Day

Christmas Day
Day before or day after Christmas
New Year's Day
Martin Luther King Day

Thanksgiving Day	President's Days (Monday & Tuesday)
Day after Thanksgiving	Good Friday
	Memorial Day

ARTICLE VI. SICK LEAVE

Section VI.1

Administrators will be allowed fifteen (15) sick leave days annually. Sick leave may be used for personal illness, except that fifteen (15) days may be used for family illness. For the purposes of this section only, "family" is defined as an administrator's spouse, child, or other family member who resides in the administrator's home. Sick days earned but unused at the close of each school year may be accumulated up to 190 days provided the administrator remains in the continuous service of the Board.

Section VI.2

The Superintendent of Schools may require an administrator to provide a notice from a Board-appointed physician documenting his/her capacity to work after the administrator has used five consecutive days of sick leave. If, in the judgement of the Superintendent of Schools, an administrator is abusing his/her sick leave entitlement, the Superintendent may take the following actions: require the administrator to submit to a physical examination at Board expense; require documentation of the illness from the administrator's physician, or impose progressive discipline.

Section VI.3

Administrators shall be permitted to use the forty (40) hours of sick leave accrued in accordance with Conn. Gen. Stat. §§ 31-57r et seq. (the "Statutory Sick Leave") in accordance with the provisions of such statutory requirements, notwithstanding any provisions in this section to the contrary. For any sick leave accrued beyond the Statutory Sick Leave, the provisions above shall apply, provided that any days used for family illness as part of the Statutory Sick Leave shall be deducted from the allowance of fifteen (15) such days above.

ARTICLE VII. PERSONAL LEAVE

Section VII.1

Each administrator, with the permission of the Superintendent of Schools, may be granted five (5) days with pay for necessary personal business which cannot be transacted other than during working hours. Personal leave shall be non-cumulative. Except in the case of an emergency, the administrator must request permission from the Superintendent of Schools to take such leave at least twenty-four hours in advance.

ARTICLE VIII. REIMBURSEMENT FOR PROFESSIONAL GROWTH

Section VIII.1

The Board of Education may reimburse an administrator for the cost of tuition for courses, workshops, conferences, and similar activities relevant to the job duties of the Administrators. These funds may also be used to purchase professional memberships, books and material for use by each Administrator. Participation in such activities or purchases must be approved in advance by the Superintendent of Schools.

ARTICLE IX. SALARY

Section IX.1

The annual percentage increase shall be a 3.0% increase in 2025-2026, a 3.0% increase in 2026-2027, and a 3.25% increase in 2027-2028. The increases for the two Principals shall be equal.

2025-2026	
Principal	\$166,470
2026-2027	
Principal	\$171,464
2027-2028	
Principal	\$177,036

Section IX.2

Both parties hereby acknowledge that the Board of Education maintains the prerogative to fill vacancies in the bargaining unit unilaterally. The Board has the discretion to determine the salary for any person filling a vacancy within the bargaining unit. The Board will first consult with the Association to determine salary.

ARTICLE X. REDUCTION IN FORCE

Section X.1

It is understood that it is within the discretion of the Board of Education to eliminate or create any position, program, department, or school, or to recognize or assign the staff thereof. If, in the Board's judgment, it is necessary to reduce the administrative staff, identification of the administrators to be reduced or terminated shall be made in accordance with the procedures in the Article. The Superintendent will inform the Administrator involved at the earliest possible opportunity.

Administrators reduced in position or terminated due to a reduction in force shall be placed on a recall list for one (1) year from the date of the reduction. Such administrators shall be given preferential treatment for reappointment to an administrative position that becomes available. Notice of reappointment shall be in writing. Any employee who fails to respond within ten (10) working days shall no longer have any rights under this Article. It is the responsibility of the employee concerned to provide the office of the Superintendent with any change of address.

ARTICLE XI. RETIREMENT BENEFITS

Section XI.1

An administrator who has served a minimum of ten (10) years in the district and provides the Superintendent with an irrevocable letter of resignation or retirement effective at the end of the school year, a minimum of 90 (ninety) days prior to the last day of school, shall be paid \$50.00 per unused sick days, up to a limit of one hundred fifty (150) days. Administrators who submit resignations or retirements after the 90 (ninety) day timeline shall receive no severance benefits. In cases of undue hardship, the Superintendent shall waive the notice requirements. Administrators hired on or after July 1, 2025, shall not be eligible for the benefits described in this paragraph.

ARTICLE XII. JUST CAUSE

Section XII.1

No administrator shall be reprimanded, suspended, disciplined, or demoted without just cause.

ARTICLE XIII. SEVERABILITY

Section XIII.1

In the event that any of the provisions of the Agreement are ruled invalid by an authority of established legal jurisdiction, the balance and remainder of the Agreement shall remain in full force and effect.

ARTICLE XIV. PROFESSIONAL DUES DEDUCTION

Section XIV.1

All administrators who elect to join the Association shall sign an authorization for the payroll deduction of membership dues of the Association. Said authorization shall continue in effect unless the administrator notifies the Board and the Association in writing that they no longer authorize the deduction of membership dues of the Association.

ARTICLE XV. DURATION

Section XV.1

The provisions of this Agreement shall be in effect July 1, 2025 and shall continue and remain in full force and effect until June 30, 2028.

Section XV.2

This Agreement shall constitute the full and complete agreement between the parties and neither party shall be obligated during its term to negotiate on any item except by mutual consent, whether it is covered by this agreement or not. Furthermore, this agreement cancels all prior practices and side agreements that existed between the parties.

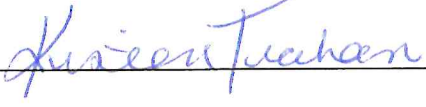
SIGNATURE PAGE

MARLBOROUGH
BOARD OF EDUCATION

By: 
Kerri Barella, Chairperson
Marlborough Board of Education

Date: 10/30/24

MARLBOROUGH ADMINISTRATORS'
ASSOCIATION

By: 
— Kristen Trahan
Marlborough Administrators'

Association

Date: 10/30/24