

***GROTON PUBLIC SCHOOLS
GROTON, CONNECTICUT***



***AGREEMENT BETWEEN
THE GROTON BOARD OF EDUCATION
AND
THE ASSOCIATION OF
GROTON SCHOOL ADMINISTRATORS
FOR THE PERIOD
JULY 1, 2020 - JUNE 30, 2023***

AGREEMENT

BETWEEN

THE GROTON BOARD OF EDUCATION

AND

ASSOCIATION OF GROTON SCHOOL ADMINISTRATORS

July 1, 2020 - June 30, 2023

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ARTICLE I

PREAMBLE

Section 1. This Agreement is entered into as of the first day of July, 2020 by and between the Groton Board of Education (hereinafter referred to as the "Board"), Groton, Connecticut, and the Association of Groton School Administrators (hereinafter referred to as the "Association").

Section 2. The purpose of this Agreement is the promotion of harmonious relations between the Board and the Association, the establishment of an equitable and peaceful procedure for the resolution of differences, and the establishment of rates of pay and other conditions of employment.

ARTICLE II

RECOGNITION

Section 1. The Board hereby recognizes the Association as the exclusive representative for the purposes of collective bargaining pursuant to Connecticut General Statutes §10-153a, et seq., as amended, for all certified professional employees employed by the Board in positions described in Connecticut General Statutes §10-153b(a)(l), as amended.

Section 2. The Association shall furnish the Board with a list of its officers and shall notify the Board as soon as possible of any changes. Such notification shall be sent to the Superintendent of Schools.

ARTICLE III

BOARD PREROGATIVES

Unless expressly and specifically limited, modified, abridged, or relinquished by a specific provision of this Agreement, and whether exercised or not, the rights, powers and authority heretofore held by the Board of Education, pursuant to any charter, general or special statute, ordinance, regulation or other lawful provision over the complete operation, practices, procedures and regulations with respect to employees covered by this Agreement shall remain solely and exclusively in the Board, including, but not limited to, the following: to determine the standards of services to be offered by Board employees; to determine the standards of selection for Board employment; to direct its employees and to take disciplinary action against them; to relieve its employees from duty because of lack of work or for other legitimate reasons; to issue rules, policies and regulations, including those affecting working conditions from time-to-time; to change those rules, policies and regulations and enforce them, to maintain the efficiency of governmental operations; to determine work schedules; to determine the methods, means and personnel by which the Board's operations are to be conducted; to determine the content of job classifications; to exercise complete

control and discretion over its organization and technology of performing its work; and to fulfill all of its legal responsibilities.

ARTICLE IV **SCOPE OF AGREEMENT**

Section 1. This Agreement contains the full and complete agreement between the Board and the Association on all negotiable issues and neither party shall be required during the term thereof to "negotiate" (within the meaning of Connecticut General Statutes §10-153d as amended) upon any issue.

Section 2. If any portion of this Agreement is ruled invalid for any reason, the remainder of the Agreement shall remain in full force and effect.

ARTICLE V **GRIEVANCE PROCEDURE**

Section 1 - Purpose. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to problems, which may arise affecting the working conditions of administrators covered by this Agreement. Both parties agree that proceedings shall be kept as confidential as is appropriate.

Section 2 - Definitions.

1. "Grievance" shall mean a claim by an administrator or the Association that there has been a violation, misinterpretation or misapplication of the provisions of this Agreement or of the rules and regulations of the Board of Education as they affect conditions of employment.
2. "Administrator" shall mean any employee for whom the Association is the bargaining representative and may include a group of such employees similarly affected by a grievance.
3. "Party in interest" shall mean the person or persons making the claim, including their designated representative as provided for herein, and any person or persons who might be required to take action or against whom action might be taken in order to resolve the problem.
4. "Days" shall mean Mondays through Fridays, excluding school holidays.

Section 3 - Structure. The Association shall maintain a professional rights and responsibilities committee (hereinafter referred to as "PR&R Committee").

Section 4 - 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 parties in interest.
2. If an administrator does not file a grievance in writing within thirty (30) calendar days after he/she knew or should have known of the acts or conditions on which the grievance is based, then the grievance shall be considered waived.
3. Failure by any administrator or by the Board to respond to a grievance within the time limits for such response set forth elsewhere in this article shall automatically entitle the grievant or the Association's PR&R Committee, as the case may be, to refer the grievance to the next higher level in the grievance procedure.

Section 5 - Informal Procedure.

1. If an administrator feels that he/she may have a grievance, he/she may first discuss the matter with the Superintendent or another appropriate administrator in an effort to resolve the problem informally.
2. If the administrator is not satisfied with such disposition of the matter, he/she shall have the right to have the Association's PR&R Committee assist him/her in further efforts to resolve the problem informally with the Superintendent or other appropriate administrator.

Section 6 - Formal Procedure.

1. Level One - Superintendent of Schools.
 - a. If a grievant is not satisfied with the outcome of the informal procedures, or if he/she has elected not to utilize them, he/she may present his/her claim as a formal grievance in writing, to the Superintendent of Schools or his/her designee within thirty (30) calendar days after he/she knew or should have known of the act or condition on which the grievance is based.
 - b. The written grievance shall be expressed in sufficient detail to apprise the Superintendent of Schools of the act or condition(s) giving rise to the complaint, including: (a) A description of the act or

condition complained of; (b) The name of the grievant(s); (c) The date(s) of occurrence; and (d) The specific contract provision(s) or rules or regulations which are alleged to have been violated.

- c. The Superintendent, or his/her designee, shall, within five (5) days after receipt of the written grievance, render his/her decision and the reasons therefore in writing to the grievant, with a copy to the chairman of the Association's PR&R Committee.

2. Level Two - Board of Education.

- a. If, upon receipt of the Superintendent's or his/her designee's written decision, the grievant is not satisfied with the disposition of the matter, he/she shall, within five (5) days from receipt of the Superintendent's decision, submit the grievance to the PR&R Committee for referral to the Board of Education.
- b. The PR&R Committee shall, within five (5) days after receipt of the grievance, submit the grievance in writing to the Board of Education, but in no case shall such an appeal be recognized after ten (10) days following the Superintendent's decision.
- c. The Board shall, within twenty (20) days after receipt of the appeal, or the date of the next board meeting if later, meet with the grievant and with representatives of the PR&R Committee for the purpose of reviewing the grievance.
- d. The Board shall, within six (6) days after such meeting, render its decision and the reasons therefore in writing to the grievant, with a copy to the PR&R Committee.

3. Level Three - Impartial Arbitration.

- a. If the grievant is not satisfied with the disposition of the grievance at Level Two, he/she may, within three (3) days after the decision or within six (6) days after the Board meeting, whichever is later, request in writing that his/her grievance be submitted to arbitration.
- b. The Association shall, within five (5) days after the receipt of such request, if the PR&R Committee formally determines that the grievance is meritorious and recommends such action, submit the grievance to arbitration by so notifying the Board in writing and by filing a demand for arbitration under the Voluntary Labor Arbitration Rules of the American Arbitration Association (AAA), which shall arbitrate the matter. Such notice, filed with the Superintendent's

office, and demand shall be filed no later than eight (8) days after the Board's written decision.

- c. The decision of the arbitrator in such cases shall be final and binding.
- d. The costs for the services of the arbitrator shall be borne equally by the Association and the Board.

Section 7 - Rights of Administrators to Representation.

- 1. No reprisals of any kind shall be taken by either party or any member of the administration against any participant in the grievance procedure by reason of such participation.
- 2. Any party in interest may be represented at levels two and three of the formal grievance procedure by a person of his/her own choosing, except that he/she may not be represented by a representative or by any officer of any professional employee organization other than the Association. When an administrator is not represented by the Association, the Association shall have the right to be present and state its views at all stages of the procedure.
- 3. The Association may, if it so desires, call upon the professional service of an attorney for consultation at any stage of the procedure.

Section 8 - Miscellaneous.

- 1. All documents, communications and records dealing with processing of a grievance shall be filed separately from the personnel files of the participants.
- 2. Forms for filing and processing grievances and other necessary documents shall be prepared by the Superintendent, with the approval of the Association, and made available through the PR&R Committee so as to facilitate the operation of the grievance procedure.
- 3. If a grievance arises from action or interaction on the part of the Superintendent of Schools, the grievant shall submit such a grievance in writing directly to the Board of Education and the PR&R Committee.
- 4. Whenever any action under this article occurs during the working day, a member of the PR&R Committee, or other designated

representative of the Association, shall be released from his/her duties without loss of pay, as necessary, in order to permit participation in the foregoing activities. This same privilege shall be extended to the individual grievant or grievants.

ARTICLE VI **LEAVES OF ABSENCE**

Section 1 - Sick Leave. Each administrator shall be entitled to fifteen (15) days of sick leave each year, with full pay. Sick leave may be accumulated to a total of one hundred sixty-five (165) days.

Section 2 - Extended Sick Leave. When an administrator has exhausted the sick leave entitlement hereinbefore specified, such leave, less an adjustment for the expense to the Board of hiring a substitute, shall be extended by fifteen (15) days plus ten (10) days for each full year of employment by the Board prior to the effective date hereof (maximum allowance ninety (90) days).

Section 3 - Religious Observances and Emergency Leave. Each administrator shall be entitled to eight (8) days leave with pay for absences caused by a death or critical illness in his/her immediate family, by observances of religious holidays or by compulsory court appearance. The immediate family shall include a father, mother, brother, sister, husband, wife, child, grandmother, grandfather, step parents, step children, mother-in-law or father-in-law in the same degree of relationship with the administrator's current spouse, or a person residing in the household of the administrator.

Section 4 - Academic Leave. With the approval of the Superintendent of Schools, an administrator may be entitled to leave in order to commence programs of study approved by the Superintendent in writing which necessitate the presence of such administrator in advance of the close of the school year, as established by the school calendar.

Section 5 - Other Leave.

1. An administrator shall also be entitled to leave with full pay for anyone or more of the following reasons:
 - a. Personal reasons of emergency nature: three (3) days per year, noncumulative.
 - b. The administrator's own marriage during the school year: three (3) days.

2. An administrator may be entitled, with the prior approval of the Superintendent, to leave with full pay for attendance at a professional improvement session as specified in Article IX hereof.
3. An extension of personal leave of not more than three (3) days, noncumulative, may be granted if, in the opinion of the Superintendent, the emergency warrants such extension.
4. Unless under extreme circumstances, all such leaves will be granted only after a twenty-four (24) hour notice. Approval of any such leave is necessary when requested immediately previous to or immediately following a vacation period.

Section 6 - Miscellaneous Leaves.

1. The Board may grant leaves of absence, without pay, for good and sufficient reasons such as:
 - a. military service;
 - b. health;
 - c. child rearing;
 - d. travel;
 - e. professional pursuits; and
 - f. Peace Corps or Vista.
2. Applications for all leave shall be made to the Superintendent in writing and shall be limited to one (1) year or less. Requests for extension of such leave beyond the school year in which such leave is to be granted must be received by the Board not later than ninety (90) days prior to commencement of the school year to which such extension applies. The commencement of such leave, except in emergency, shall be contingent upon the availability of a substitute. At the conclusion of said leave the administrator shall return to his/her position, provided, he/she returns to work within the same school year. If the position has been eliminated, the administrator shall return to the appropriate position available pursuant to Article XIV Reduction of Administrative Staff.

The granting of leave shall specify, in writing, all conditions thereof, including, if applicable, resumption of former duties or assignment to new duties.

Section 7 - Jury Duty. In the event of jury duty, an administrator shall be paid his/her full salary reduced by the amount of jury duty fee.

Section 8 - Vacations. Except as hereinafter required, there shall be no change, during the term of this Agreement, in any of the vacation schedules and practices currently enjoyed by members of the bargaining unit.

ARTICLE VII **EVALUATIONS/FILES/PROTECTION OF ADMINISTRATORS**

Section 1. Administrators shall have the opportunity to review and discuss their observation and evaluation with their supervisors. Administrators shall have the right to receive copies of their individual reports. The administrator shall acknowledge that he/she has read such material by affixing his/her signature on the actual copy to be filed, with the understanding that such signature merely signifies that he/she has read the material to be filed and does not necessarily indicate agreement with its content.

Section 2. The administrator shall have the right to answer any material filed, and the answer shall be attached to the file copy.

Section 3. Upon appropriate request by the administrator, he/she shall be permitted to examine his/her files.

Section 4. The administrator shall be permitted to reproduce any material in his/her files within five (5) calendar days of this request at his/her own expense.

Section 5. Evaluative material shall be removed from files when an administrator's claim that it is inaccurate or unfair is sustained by the Superintendent, Board of Education, arbitrator or court of law.

Section 6. No anonymous letters or materials shall be placed in an administrator's personnel file.

Section 7. The provisions of Section 10-235 of the Connecticut General Statutes shall apply to administrators and such protections shall be extended to any administrators against whom a claim, demand, suit or judgment has been made in accordance with the provisions of said statute.

Section 8. Administrators shall immediately report in writing to the Superintendent of Schools all instances of assault suffered by them in connection with their employment by the Board. The Board shall hold harmless any administrator in any action arising out of the assault on an administrator or out of disciplinary action taken against a student by an administrator in accordance with the provisions of Section 10-236a and Section 10-235, respectively, of the Connecticut General Statutes.

Section 9. If civil proceedings are brought against an administrator alleging that said administrator committed an assault in connection with his employment

by the Board, the provisions of Section 10-235 of the General Statutes shall be honored by the Board.

Section 10. When an administrator is absent from school as a result of injury caused by an assault on such administrator arising out of and in the course of his/her employment, he/she shall be paid full salary, less the amount of any workers' compensation award made for temporary disability due to said injury, in accordance with the applicable provisions of Section 10-236a of the Connecticut General Statutes, and the workers' compensation provisions of said General Statutes. Said absences shall not be deducted from the administrator's sick leave account.

ARTICLE VIII **GRADUATE STUDY REIMBURSEMENT**

Section 1. Seminars, workshops and other programs intended to increase the skills of participants are eligible for reimbursement at one hundred percent (100%) of enrollment, course and program fees if the Superintendent gives prior approval for such reimbursement.

Section 2 - Graduate Study Reimbursement.

1. An administrator shall be reimbursed by the Board an amount equal to fifty (50%) percent of tuition paid by such employee, not to exceed fifty (50%) percent of the tuition rate charged for similar courses at the University of Connecticut, for courses successfully completed pursuant to a planned program approved in advance by the Superintendent of Schools, whose approval will not be withheld in an arbitrary or capricious manner, at an approved institution. Individual course changes within a previously approved planned program made by or with the approval of the institution shall not result in denial of tuition reimbursement. Reimbursement for courses not pursuant to a planned program but applicable to the educational goals of the administrator is subject to the approval of the Superintendent prior to the taking of such courses. Successful completion of a course shall be defined in the same manner as the offering institution.
2. Reimbursement shall be made by the second pay period after the submission of evidence of successful completion of course work.

ARTICLE IX **PROMOTIONS**

Section 1. The Association recognizes that the promotion and assignment of administrative personnel within the school system is the right and duty of the Superintendent of Schools.

Section 2. Whenever a vacancy in a promotional position is to be filled, the Superintendent shall first post such vacancy on the school district website for at least ten (10) calendar days prior to filling of this vacancy.

Section 3. Said notice of vacancy shall clearly set forth qualifications for the position.

Section 4. Administrators who desire to apply for such vacancy shall file their applications in writing with the Personnel Manager within the time limit specified in the notice. Each applicant will be notified by the Personnel Manager in writing when a decision has been reached as to whether or not the particular applicant was successful.

Section 5. The salary and other conditions of employment for any new position created by the Board within the bargaining unit shall be negotiated with the Association.

Section 6. The duties or responsibilities of any position in the bargaining unit will not be substantially altered or increased without prior negotiations, including salary adjustment with the Association.

ARTICLE X **SEVERANCE PAY**

Section 1. For employees hired before July 1, 2020, the Board of Education will award professional employees who have served in the Groton School System for a minimum of fifteen (15) years and who have applied for retirement through the Connecticut State Teachers' Retirement Board a sum equivalent to one day's salary for each year of service up to a maximum of thirty- five (35) years. For purposes of this Agreement, one day's salary shall be equal to the administrator's annual salary divided by the number of days in his/her normal work year.

Section 2. The Board shall establish a supplemental retirement benefit fund, to be known as the Prime Plan. All severance payments will be contributed into this fund. It is intended that the Prime Plan not be subjected to FICA taxes and that these benefits are to be tax deferred for both Federal and State income tax until the retiree withdraws them from the plan; provided, however, the Board makes

no representation or warranty regarding the tax consequences of the Prime Plan. Within thirty (30) days of receiving written notice of an employee's intent to retire, the Board shall determine the form which the retiring employee will receive the supplemental benefit. The Board will consider several established factors including the retiring employee's access to other health insurance coverage when determining the form of payment to the employee (who will be notified within the 30-day timeframe). This determination will be achieved through an exit interview.

Forms of Payment --

Retiring employees who are eligible to receive a supplemental benefit will be paid the benefit in one of the following forms:

1. The Board shall make a contribution to a trust known as the Prime Trust for the benefit of the employee to pay for health insurance premiums and un-reimbursed medical expenses as specified under Internal Revenue Code Section 213. This benefit will continue until fully exhausted by the retiree or the qualified dependent beneficiaries; or
2. The Board shall make a contribution to a 401(a) and/or 403(b) qualified deferred compensation plan in the amount of the benefit; or
3. The retiree may notify the Board that he/she wants to withdraw all of the supplemental benefit, at which time a tax penalty will apply.

Section 3. Employees hired on and after July 1, 2020 shall not be eligible for the benefits in this Article.

ARTICLE XI **SALARIES, BENEFITS, WORK YEAR AND** **OTHER CONDITIONS OF EMPLOYMENT**

Section 1 - Salary.

1. The salary of each administrator in the bargaining unit shall be in accordance with the salary rates at Appendix A, subject to adjustment as described at Article XV - Starting Salaries.
2. All bi-weekly paychecks will be issued by direct deposit on alternate Fridays (except for Friday holidays).

Section 2 - Health Insurance.

A. The Board shall contribute a portion of the cost of the insurance plan below, at the option of each administrator. Written notice of the administrator's election to participate in the insurance plan shall be filed with the office of the Business Manager no later than June 1 prior to the school year to which the election applies. The filing of an election to participate in the Board's insurance plan (medical and/or dental) shall constitute authorization by the administrator to withhold the appropriate premium share from the administrator's salary as a condition of continued participation in the insurance plan.

B. Group Medical Plan

A High Deductible Health Plan with Health Savings Account (HDHP/HSA) with the following deductibles and coinsurance:

| | In Network | Out of Network |
|--------------------------|---------------|------------------|
| Deductible (Ind. Family) | \$2000/\$4000 | \$2000/\$4000 |
| Coinsurance | 0% | 30% |
| Out of Pocket Maximum | \$4000/\$6850 | \$5,000/\$10,000 |
| Lifetime Maximum | Unlimited | Unlimited |
| Preventative | No charge | 30% |

The employer shall contribute fifty (50%) percent of the above deductibles, funded half by July 15th of each year, and the other half by January 15.

In addition, the employee shall pay the following co-payments for prescription coverage once the above deductibles have been met: \$5/\$25/\$40, mail order 2 times retail for co-pays.

Basic Dental Coverage, including Riders A and C (coverage may be replaced with Delta Dental Plan in accordance with Section 8 hereof) subject to the same cost-share contributions set forth below for medical coverage.

If the total cost of a group health plan or plans offered under this Agreement triggers an excise tax under Internal Revenue Code Section 49801 or any other local, state or federal statute or regulation, the Parties agree to a reopener to discuss the impact of the tax.

All health insurance (but not life insurance) shall include full family coverage, where appropriate.

Effective July 1, 2020, prior authorization shall be required for non-emergency high cost diagnostics (CT, CAT, MRI, PET, SPECT) and for physical therapy, occupational therapy, and speech therapy.

- C. Employee Premium Payment. Participation in the HDHP/HSA program described at Section 2 hereof shall be subject to employee premium payments, based on the fully insured equivalent rate, as follows:

| | <u>Employee Share</u> |
|-----------|-----------------------|
| 2020-2021 | 21% |
| 2021-2022 | 22% |
| 2022-2023 | 23% |

There shall be no exemption from employee premium sharing requirements for any bargaining unit member irrespective of the spouse's employment with the Board.

- D. Change in Carriers. The Board reserves the right to change insurance carriers at any time, with at least thirty (30) days prior notice to the Association. No such change shall result in any lapse or reduction in benefits, or in any added burden to administrators in the filing or processing of claims. If the Board and the Association are unable to agree upon a change in insurance carriers within sixty (60) days from notice by the Board of its intention to change carriers, the matter, at the request of either party, shall be submitted to one man final and binding arbitration under the expedited rules of the American Arbitration Association.
- E. Retiree Coverage. Employees retiring under the Connecticut Teacher Retirement System may elect to continue health insurance coverage for the employee and his/her spouse or family (if applicable) for up to six (6) months after the effective date of their retirement. The Board shall pay sixty (60%) percent of the cost and the employee shall pay forty (40%) percent of the cost less the subsidy received from the State of Connecticut. Election of coverage shall be made at the time of retirement. Participation shall be limited to employees who: (1) are at least fifty-five (55) years of age; (2) are eligible to retire under the Connecticut Teacher Retirement System; and (3) have at least fifteen (15) years of service in the Groton Public Schools. Thereafter, subject to the availability of coverage by the carrier, retiring administrators in the Groton School System who have reached the age of fifty-five (55) and have qualified for retirement with the Connecticut State Retirement Board may have the option of being retained in the Board's approved carrier's insurance plan up to age sixty-five (65). Any premiums or membership costs shall be paid fully by the retired administrator and shall involve no expense to the Board of Education. Payments shall be submitted to the office of the Superintendent no later than the fifteenth (15th) of each month. Failure to do so will result in an automatic loss of coverage.
- F. Life Insurance. The Board will provide administrators with life insurance in an amount equal to one and one-half times the average of highest and

lowest salary of administrators, (i.e., high school principal and department head) at Board expense.

- G. Section 125 Plan. The Board of Education shall adopt an IRS Section 125 pre-tax medical expense account also known as a Reimbursement Account Plan ("RA Plan") for the purpose of enabling eligible administrators to divert a portion of their gross salaries, prior to reduction for federal income taxes, by a minimum of \$100 to a maximum of \$3,000 per Plan Year for Health Reimbursement (including but not limited to their share of the premium costs for such Plans, uncovered medical or dental expenses, and deductibles), and by a minimum of \$500 to a maximum of \$5,000 per Plan Year for Dependent Care, into an account from which, during the course of the Plan Year, they can be reimbursed for the aforesaid Health Care costs and Dependent Care costs they or their covered dependents incur which are not covered by the Medical or Dental Plans described in the Agreement between the Board of Education and the Association of Groton School Administrators. Such election shall be optional for the employee. (Uncovered medical expenses). The Board shall be responsible for the initial set up fee, as well as the annual fee for administering the plan, as well as the annual participation fee.

H. Longevity Payments.

Employees hired before July 1, 2008 shall be entitled to the following longevity payments payable each year, as part of biweekly salary:

After 15 years of service in Groton - \$300
After 20 years of service in Groton - \$400
After 25 years of service in Groton - \$550

Employees hired on or after July 1, 2008 shall not be eligible for this benefit.

- I. Work Year. The work year of administrators shall be as follows:

| <u>Position:</u> | <u>Days:</u> |
|---------------------------------------|--------------|
| High School Principal | 221 |
| Middle School Principal | 221 |
| Elementary School Principal | 213 |
| High School Assistant Principal | 214 |
| Middle School Assistant Principal | 214 |
| Elementary School Assistant Principal | 204 |
| Directors | 221 |

| | |
|---------------------------------|-----|
| Supervisor of Special Education | 204 |
| Dean of Students | 200 |
| Coordinators | 200 |

ARTICLE XII **DEMOTIONS**

The Board agrees that any and all demotions or disciplinary actions of members of the bargaining unit shall be for cause. The parties further agree that any demotion or disciplinary action will be handled exclusively pursuant to the grievance procedure contained elsewhere in this Agreement, and shall not be subject to the provisions of Connecticut General Statutes §10-151.

ARTICLE XIII **ADMINISTRATIVE ASSIGNMENTS**

Notwithstanding any contract provision to the contrary, if the Board decides to exercise its authority to eliminate, consolidate or to reduce to less than full-time status, or to materially, substantially and permanently (as opposed to temporarily) change or alter the duties or responsibilities or work year of any position represented by the Association, or if the Board exercises its authority to transfer or reassign any administrator, the Board shall notify all affected administrators and the Association in advance, preferably at least 30 days prior to implementation, except in emergency situations. Further, if any such Board action results in a material change in the duties of any bargaining unit position (other than a de minimus change) such material change in duties, salaries and other conditions of employment shall be subject to impact bargaining upon demand by the Association. Such impact bargaining shall be concluded as soon as possible following implementation.

ARTICLE XIV **REDUCTION OF ADMINISTRATIVE STAFF**

Section 1. It is recognized that, under the Connecticut General Statutes, the Board of Education has the sole responsibility to maintain good public elementary and secondary schools and to implement the educational interests of the State of Connecticut. Recognizing also that it may become necessary to eliminate certified administrative positions in certain circumstances, this provision is adopted to provide a fair and orderly process in the event such eliminations become necessary.

Section 2. Prior to commencing action to terminate administrator contracts under this article, the Board of Education shall give due consideration to its ability to effectuate position eliminations and/or reductions in staff by voluntary retirements, transfers and terminations.

Section 3. Determination of administrators who are to be released shall be made within the following groupings of classifications, referred to as "Bands." It is the intent of the parties that no administrator shall be "bumped" from one band to another.

1. High School Band: Principal; Assistant Principal; Department Head; Athletic Director
2. Middle School Band: Principal; Assistant Principal
3. Elementary School Band: Principal; Assistant Principal
4. Pupil Personnel Band: Director; Supervisor
5. Curriculum Band: Director; K-12 Coordinator

Section 4. In order to promote an orderly reduction in administrative personnel, the following procedure will be used:

1. Any administrator relieved of his /her duties because of a reduction in staff or elimination of position shall first be offered a vacancy, if one exists, in his/her classification for which he/she is certified and qualified.
2. If there is no such existing administrative opening in his/her classification, the displaced administrator shall be offered the position of the least senior administrator in his/her present classification, or if he/she is the least senior administrator in his/her classification, the position of the least senior employee in the band for which he/she is certified and qualified, and which does not have a higher wage than his current position.
3. If an administrator is relieved of his/her duties because of a reduction in staff or an elimination of position and another administrative position is not otherwise available as aforesaid, he/she will be offered a teaching position for which he/she is certified and qualified, subject to the Reduction in Force provisions of the teachers' collective bargaining agreement.
4. If an administrator is relieved of his/her duties because of a reduction in staff or an elimination of position and employed as a teacher, he/she will be given experience credit on the salary schedule according to the teacher contract for his/her administrative and teaching experience and shall retain all accumulated sick leave.
5. In the event an administrator is displaced to an administrative classification or teaching position with a salary schedule lower than that which the displaced administrator previously enjoyed, such displaced

administrator's salary shall not be reduced for a period of one (1) year, provided that he/she agrees that the Superintendent shall have the right to assign such displaced administrator, during such one (1) year period, to as many additional days of certified employment as may be represented by the difference between his/her previous work year (if longer than his/her current work year) and his/her current work year.

Section 5. Notwithstanding anything herein to the contrary, nothing herein shall require the promotion of an administrator to a position of higher rank, authority or compensation, although the administrator whose contract is terminated because of elimination of position or reduction in force may be qualified and/or certified for the promotional position.

Section 6. Any and all terminations of employment of members of the bargaining unit shall take place solely and exclusively under applicable provisions of §10-151 of the Connecticut General Statutes. No such termination shall in any way be the subject of a grievance proceeding under the grievance procedures set forth elsewhere in this Agreement.

Section 7. If the contract of employment of an administrator is terminated because of elimination of position, the name of that administrator shall be placed on a reappointment list and remain on such list for a period of two (2) years, for his/her former position, or another similar administrative position of comparable pay and shall remain thereon until reappointed (within such two (2) year period) provided such administrator does not refuse a reappointment. Administrators shall be recalled to positions for which they are certified and qualified according to their administrative seniority in the Groton School System. If a reappointment is offered consistent with the above and is refused by the administrator, his/her name shall be removed from the reappointment list.

Section 8. For purposes of this Article, and in particular Section 4 and Section 7 hereof, "seniority" shall be defined as the total period of years of service in any or all administrative or supervisory positions held by the administrator in the Groton School District.

ARTICLE XV **STARTING SALARIES**

Section 1. Initial placement of an administrator who is new to the Groton administrators' bargaining unit shall be made within the range of his position at the discretion of the Superintendent.

Section 2. The starting salary range of all administrative positions shall be from ten (10%) percent below the salary level of each position (minimum) to ten (10%) percent above the salary level of each such position (maximum), as described in Appendix A on a year-to-year basis. In no case, however, shall a

new assistant principal be paid at a starting salary within \$1,000 of the contract salary of his /her principal. And in no case shall a Groton employee who is promoted receive less salary in the new position than his/her prior base salary as a result of this provision. The salary of any administrator hired within such range shall ratably be adjusted in each of the three succeeding years, so as to attain the salary level described at Appendix A for the position in the fourth year of employment of such administrator.

Section 3. The Superintendent shall promptly forward to the President of the Association the salary agreements for all new administrators hired by the Groton Public Schools.

ARTICLE XVI **DURATION**

This Agreement shall fix for its term the wages, hours and working conditions of administrators and shall be effective as of July 1, 2020. This Agreement shall continue and remain in full force and effect to and including June 30, 2023.

ARTICLE XVII **UNION DUES/SERVICE FEES**

Section 1. Within thirty (30) days after employment or the execution of this Agreement, whichever is later, all members of the bargaining unit shall have the opportunity to join the Association and execute an authorization permitting the deduction of union dues and assessments.

Section 2. Any member of the bargaining unit who has not joined the Association during such period, or having joined, has not remained a member may execute a voluntary authorization permitting deduction of a service fee which shall be no greater than the proportion of union dues uniformly required of members to underwrite the costs of collective bargaining, contract administration and grievance adjustment. The Association shall be required to notify the school Board sufficiently in advance of issuance of the first employee paychecks of the amount of such service fee. It is understood that the payment of such sums shall not constitute an agreement to become a member of the Association.



The Board shall deduct the service fee from the salary of non-members of the Association bi-weekly and remit the same to the Association treasurer.

Section 3. As a condition of the effectiveness of this Article, the Association agrees to indemnify and save the Board harmless against any and all claims, demands, costs, suits or other forms of liability and all court or administrative agency costs that may arise out of, or by reason of, action taken by the Board for the purpose of complying with this Article.

IN WITNESS THEREOF, the Groton Board of Education and the Association of Groton School Administrators have set their hands, by their duly authorized representatives, at Groton, Connecticut.

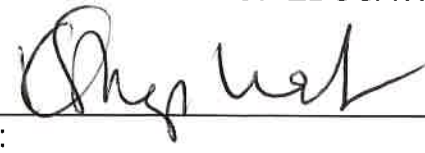
ASSOCIATION OF GROTON SCHOOL
ADMINISTRATORS

Date 1/28/2020 1/28/2020

By:  

GROTON BOARD OF EDUCATION

Date 2/3/2020

By: 

APPENDIX A
SALARY

**GROTON BOARD OF EDUCATION
ADMINISTRATORS' SALARY**

| | 2020-21 | 2021-22 | 2022-23 |
|---------------------------------------|-----------|-----------|-----------|
| | 1.9% | 2.0% | 2.1% |
| Elementary School Principal | \$151,026 | \$154,047 | \$157,281 |
| Middle School Principal | \$160,990 | \$164,210 | \$167,658 |
| High School Principal | \$170,948 | \$174,367 | \$178,029 |
| Elementary School Assistant Principal | \$135,532 | \$138,243 | \$141,146 |
| Middle School Assistant Principal | \$142,172 | \$145,015 | \$148,061 |
| High School Assistant Principal | \$149,919 | \$152,918 | \$156,129 |
| Director of Pupil Personnel | \$149,935 | \$152,933 | \$156,145 |
| Supervisor of Special Education | \$135,532 | \$138,243 | \$141,146 |
| Dean of Students | \$125,703 | \$128,217 | \$130,909 |
| | | | |