Agreement Between

THE PLYMOUTH BOARD OF EDUCATION

And

THE PLYMOUTH SCHOOL ADMINISTRATORS' ASSOCIATION

July 1, 2022

to

June 30, 2026

PLYMOUTH BOARD OF EDUCATION PLYMOUTH SCHOOL ADMINISTRATORS' ASSOCIATION

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ARTICLE I RECOGNITION

At the December, 1969 monthly meeting, the Plymouth Board of Education (the "Board") recognized the Plymouth School Administrators' Association (the "PSAA") as the exclusive representative of all certified administrative and supervisory personnel who are employed in the school system in an administrative capacity, except the Superintendent and other personnel exempted by Statute, for the purpose of negotiations with respect to salaries and other conditions of employment pursuant to Section 10-153 A-F as amended of the Connecticut General Statutes.

ARTICLE II SALARIES AND WORK YEAR

A. Salary Schedule

The Administrators' Salary Schedule establishing limits for the salaries for all certified administrative personnel covered by this Agreement is set forth in Exhibit 1.

B. Contract Confirmation Form

A contract confirmation form for each school year shall be issued to each administrator covered by this agreement.

C. Termination of Contract

It is understood that the procedure set forth under Conn. Gen. Stat. § 10-151 as amended from time to time is the exclusive remedy for any administrator aggrieved by the non-renewal or termination of his or her contract of employment. A complaint concerning such non-renewal or termination shall not constitute a grievance under this agreement, and shall not be subject to the arbitration provisions of Article IV.

D. Work Days

All administrators shall work 220 days per year. This shall consist of the teacher work year, the one week after the last day of school for students, and the two weeks before the first day of school for students. The remaining work days will be mutually agreed upon by the individual administrator and Superintendent no later than June 1 of each year. Additional work days beyond the 220 day work year will be subject to the approval of the superintendent and shall be paid at the administrator's per diem rate. At the discretion of the Superintendent, administrators can use up to five (5)

non-work days during the school year. No more than three (3) of such days can be used consecutively.

If the District's offices are open on snow days, administrators shall have the option to work from home on these days and such days shall constitute a work day. Administrators shall notify the Superintendent when they work from home.

E. <u>Dues Deductions</u>

Upon the submission of a voluntary written authorization signed by an administrator, the Board agrees to deduct from the administrator an amount equal to the Association membership dues, by means of payroll deductions.

The Association shall indemnify and save the Board harmless against all claims, demands, suits, or other forms of liability, including attorney's fees, which may arise by reason of any action taken in applying or enforcing the provisions of this section, including the making of deductions and remitting of the same to the Association.

ARTICLE III LEAVES

A. Sick Leave

For employees hired into the administrators' bargaining unit prior to July 1, 2016: twenty-four (24) days per year, accrued at the rate of two (2) days per month, subject to a maximum accumulation of three hundred (300) days. For employees hired into the administrators' bargaining unit on or after July 1, 2016: twenty (20) days per year, accrued at the rate of 1.67 days per month, subject to a maximum accumulation of two hundred twenty (220) days.

B. <u>Personal Leave</u>

Each administrator shall be entitled to six (6) half days or three (3) full personal days within the school year. Additional personal leave with reason will be granted at the discretion of the Superintendent.

C. <u>Bereavement Leave</u>

In each instance encountered, an administrator shall be granted a leave of absence with pay for (3) school days, in the event of a death in his/her immediate family. For the purposes of this paragraph, the phrase "immediate family" shall be defined as meaning father, mother, brother, sister, spouse, child, mother-in-law, father-

in-law, sister-in-law, brother-in-law, grandparent, foster child, foster parent, stepchild, stepparent, or any person domiciled in the teacher household at the time of said person's death.

One (1) day's leave with pay shall be granted an employee to attend the funeral, in each instance, in the event of the death of an aunt, uncle, niece, nephew, or cousin.

D. Child-Bearing and Child-Rearing Leave

Child-Bearing Leave

Administrators shall be granted pregnancy-related disability leave in accordance with General Statute Section 46a-60(A)(7). Administrators shall, where possible, notify the Board at least one month in advance prior to the expected commencement of such disability. Any such leave shall be considered leave granted pursuant to the Family and Medical Leave Act.

Child-Rearing Leave

Any administrators shall be entitled, upon written request submitted to the Superintendent of Schools, to an extended leave without pay for purposes of childrearing, apart from any period of childbearing leave.

1. Such administrator shall be entitled to such leave for the remainder of the academic year in which the child is born or adopted, and for one additional year if requested by the employee and agreed to by the Board. For the remainder of the academic year in which the child is born or adopted, the administrator shall have the right to continue participating in the District's health insurance coverage on the same terms and conditions as for actively employed administrators, including the obligation to pay the premium contributions set forth in this Agreement. If the administrator is granted leave for an additional year, the administrator may continue participating in the District's health insurance coverage during that additional year.

2. Any such leave shall be considered leave granted pursuant to the Family and Medical Leave Act.

E. <u>Professional Leave</u>

The Board shall pay per the voucher system the reasonable expenses (including fees, meals, lodging and/or transportation) incurred by administrators who attend workshops, seminars, conferences or other professional improvement sessions (such as visiting days) at the request and/or with the advance approval of the Superintendent for particular purposes of special benefit to the school system. A written report may be

requested of any administrator attending such sessions.

F. Military Leave

Military leave shall be granted in accordance with all applicable statutory requirements.

G. <u>Return After Leave of Absence</u>

1. Administrators who have been granted leaves of absence shall notify the Superintendent in writing on or before the last day of January of their intention to resume work at the beginning of the ensuing school year.

2. All Administrators returning from leaves of absence granted under this article shall be restored to the same position they held at the time the leave was granted or if there is no opening in such position, to any open position for which the administrator is certified and qualified. This will be done in writing.

ARTICLE IV GRIEVANCE PROCEDURE

A. Definitions

1. "Grievance" shall mean a complaint by an administrator or a group that, as to him/her or them, there has been a violation, misinterpretation or misapplication of the contract.

2. "Days" shall mean business days on which the Board's central office is open.

B. Procedures

1. An employee and a PSAA representative (if the employee so desires) shall first discuss the problem with the school official serving as his/her immediate supervisor.

2. Failing satisfactory settlement the aggrieved employee may, within ten (10) days of the occurrence of the condition giving rise thereto, file a grievance in writing with the Superintendent or his/her designated representative, and such writing shall set forth specifically the act or condition on which the grievance is based and the specific contract section(s) allegedly violated.

3. The Superintendent and/or his/her representative shall meet with the employee and a PSAA representative (if requested by the employee) within ten days of the receipt by him/her of such appeal, and shall give his/her decision in writing to the employee and the Association within ten days of such meeting.

4. Failing satisfactory settlement within such time limit, the PSAA may within five (5) days, appeal in writing to the Board, or its designated committee. The Board or its designated committee shall meet with the employee and a PSAA representative (if requested by the employee) within twenty days of receipt by it of such appeal, and shall give its decision in writing to the employee and the PSAA within ten (10) days of such meeting.

C. <u>Arbitration</u>

1. In the event a dispute or difference in Section A above shall not have been settled under the Procedures in Section B above the PSAA may submit such dispute or difference to the American Arbitration Association for arbitration in accordance with its administrative procedures, practices and rules.

2. Notice of intention to make such submission to arbitration under sub-Section C.1 above must be in writing addressed to the Superintendent and submission to the American Arbitration Association must be made no later than ten days following the decision of the Board or its designated committee under Section B.4 above or the expiration of the time limits for making such decision, whichever shall first occur.

3. The arbitrator shall hear and decide only one grievance in each case. He/she shall be bound by and must comply with all of the terms of this agreement. He/she shall have no power to add to, delete from or modify any way any of the provisions of this agreement. The decision of the arbitrator shall be binding upon both parties and all employees during the life of this agreement, unless the same is contrary to law. Fees and expenses of the arbitrator shall be borne equally by the Board and the Association.

D. General Provisions

1. Any grievance, as defined in (A) above, not presented in writing for disposition through the grievance procedure described under (B) above within ten (10) days of the occurrence of the condition giving rise thereto, shall not thereafter be considered a grievance under this agreement. Failure by the aggrieved administrator at any level to appeal a grievance to the next level within the specified time limits shall be deemed to be acceptance of the decision rendered at that level. Failure by any administrator or the Board to render his/her/their decision within the specified time limits shall be deemed to be denial of the grievance submitted and shall permit the grievant to proceed to the next step. The time limits specified at any step may be

extended in any particular instance by agreement between the Superintendent and the PSAA.

2. No employee may file for arbitration as an individual, but only the PSAA may file an appeal to arbitration hereunder.

3. Meetings held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity to attend for all persons proper to be present. When such meetings are held during school hours all persons who participate shall be excused without loss of pay for that purpose. Persons proper to be present for the purposes of this section are defined as an aggrieved administrator or administrators, their appropriate association representatives and qualified witnesses.

4. The PSAA shall have the right to initiate a grievance or appeal from the disposition of a grievance of an employee or group of employees at any step of this procedure.

5. No reprisals of any kind shall be taken by the board or by any member of the administration or by the PSAA or member of the unit against anyone by reason of participation in the grievance procedure or support of any participant thereto.

6. PSAA representative shall be permitted, when otherwise free from their duty assignment, to investigate or process grievances within their respective areas of representation.

ARTICLE V BOARD PREROGATIVES

It is recognized that the Board has, and will continue, to retain, whether exercised or not, the sole and unquestioned right, responsibility and prerogative to direct the operation of the public schools in the Town of Plymouth in all its aspects including, but not limited, to the following: to maintain public elementary and secondary schools and such other educational activities as in its judgment will best serve the interests of the Town of Plymouth; to give the children of Plymouth as nearly equal advantages as may be practicable; to decide the need for school facilities; to determine the need and program for the summer school, if any; to determine the care, maintenance and operation of buildings, lands, apparatus and other property used for school purposes; to determine the number, age and qualifications of the pupils to be admitted into each school; to employ, assign and transfer administrators; to suspend or dismiss the administrators of the schools in the manner provided by statute or ordinance; to designate within the Town, to make such provisions as will enable each child of school age residing in the Town to attend school for the period required by law and provide for the transportation of children wherever it is reasonable and desirable; to prescribe rules for the management, studies, classification and discipline for the public schools; to decide the textbooks to be used; to make rules for the arrangement, use and safekeeping of the school libraries and to approve the books selected; to approve plans for school buildings; to prepare and submit budgets to the Board of Finance; in its sole discretion, expend monies appropriated by the Town for the maintenance of the schools; and to make such transfers of funds within the appropriated budget as it shall deem desirable.

These rights, responsibilities and prerogatives are not subject to delegation in whole or in part except that the same shall not be exercised in a manner inconsistent with or in violation of any of the specific terms and provisions of this agreement. No action taken by the Board with respect to such rights, responsibilities and prerogatives, other than as there are specific provisions herein elsewhere contained, shall be subject to the grievance and arbitration provisions of this agreement.

ARTICLE VI BASE SALARY

The base salaries of administrators shall be comprised of the following components:

A. Cash compensation, in such amounts as are set forth in Exhibit 1; and

B. An additional sum as follows, as to which each administrator will arrange to have an elective deferral deducted from his/her salary on a pre-tax basis as permitted under Internal Revenue Code (IRC) Section 403(b), as amended, and then contributed toward the purchase of a 403(b) tax sheltered annuity chosen by the administrator from the Board's list of approved 403(b) tax sheltered annuity companies pursuant to the Board's 403(b) plan available to Board employees in accordance with Section 403(b) of the Code:

For administrators hired into the bargaining unit prior to July 1, 2016: \$9,750

For administrators hired into the bargaining unit on or after July 1, 2016: \$2,500

C. Compensation for a Doctorate in the field of education from a college or university accredited by the New England Association of Secondary Schools and Colleges. Compensation for the Doctorate will be \$3,000.

Each administrator's base salary, as set forth in Sections A, B and C above, as applicable, shall be payable in installments throughout the contract year. The total base salary for each administrator, as set forth in Sections A, B and C above, as applicable, shall be subject to Teachers' Retirement Board (TRB) contributions, and shall be reported by the Board to TRB as each administrator's total base salary.

ARTICLE VII INSURANCE BENEFITS

A. Subject to the conditions set forth below, the Board shall offer each bargaining unit member the opportunity to participate in the Connecticut State Partnership Plan 2.0 (SPP) for health benefits and dental benefits. The health plan benefits shall be as set forth in the SPP effective on July 1, 2018, including any subsequent amendments or modifications made to the SPP by the State and its employee representatives. The dental benefits shall be provided through the SPP and shall approximate the dental benefits set forth in Article VII(F) of the parties' 2016-19 collective bargaining agreement. The administration of the SPP, including open enrollment, beneficiary eligibility and changes, and other administration provisions shall be as established by the SPP.

- 1. The premium rates shall be set by the SPP. Based on such rates, the Board shall establish a blended rate to provide the same rate to active and retired administrators in accordance with statute.
- 2. The SPP contains a Health Enhancement Plan (HEP) component. All employees participating in the SPP are subject to the terms and provisions of the HEP. In the event SPP administrators impose the HEP non-participation or noncompliance \$100 per month premium cost increase or the \$350 per participant to a maximum of \$1400 family annual deductible, those sums shall be paid 100% in their entirety by the non-participating or non-compliant employee. No portion or percentage shall be paid by the Board. The \$100 per month premium cost increase shall be implemented through payroll deduction, and the \$350/\$1400 annual deductible shall be implemented through claims administration.
- 3. In the event any of the following occur, the Board or the Association may reopen negotiations in accordance with Conn. Gen. Stat. Section 10-153f(e) as to the sole issue of health insurance, including plan design and plan funding, premium cost share and/or introduction of replacement medical insurance in whole or in part.
 - a) If the SPP in its current form is no longer available; or if the benefit plan design of the SPP is modified as a result of a change in the State's

collective bargaining agreement with State Employee Bargaining Agent Coalition (SEBAC), if such modifications would substantially increase the cost of the medical insurance plan offered herein. Reopener negotiations shall be limited to health insurance plan design and funding, premium cost share and/or introduction of an additional optional health insurance plan; and/or

- b) If Conn. Gen. Stat. Section 3-123rrr et seq. is amended, or if there are any changes to the administration of the SPP, or if additional fees and/or charges for the SPP are imposed so as to affect the Board, any of which amendments, changes, fees or charges (individually or collectively) would substantially increase the cost of the medical insurance plan offered herein. Reopener negotiations shall be limited to health insurance plan design and funding, premium cost share and/or introduction of an additional optional health insurance plan; and/or
- 4. In any negotiations triggered under subparagraph 3 above as well as negotiations for a successor to this collective bargaining agreement, the parties shall consider the High Deductible Health Plan with Health Savings Account set forth in Article VII(A) of the parties' 2016-19 collective bargaining agreement to be the baseline for such negotiations, and the parties shall consider the following additional factors:
 - Trends in health insurance plan design outside of the SPP;
 - The costs of different plan designs, including a high deductible health plan structure and a PPO plan structure.

Should such negotiations be submitted to arbitration for resolution, the arbitration panel shall consider the foregoing in applying the statutory criteria in making its ruling.

B. Employees participating in the health plan shall contribute the following percentages of the costs for the plan:

	2022-23	2023-24	2024-25	2025-26
SPP	22.5%	23.0%	23.5%	24.0%

C. Life Insurance: The Board will provide each administrator with \$150,000 of group term life insurance. Administrators retiring from the Plymouth Public Schools shall have the option of purchasing life insurance in an amount up to \$150,000 at the group rate until age 70.

D. Administrators retiring from the Plymouth Public School System shall have the option of purchasing health insurance benefits as available, at the group rate.

E. The Board shall have the right to self-insure for any of the insurance benefits described in this Article and/or to change administrators/carriers/plans for any of the insurance benefits, provided the overall level of benefits, when considered as a whole, remains substantially comparable to the overall level of benefits in effect immediately preceding any such change.

ARTICLE VIII ADDITIONAL COMPENSATION

A. <u>Severance Pay</u>

Administrators are to receive a stipend per day based upon the accumulated sick leave for the remaining unused accumulated sick leave not to exceed 240 days. Payment will be made prior to October 1 of the next fiscal year. Administrators with 5-15 years of service to the Plymouth Board of Education will receive \$70 per day and administrators with more than 15 years of service to the Plymouth Board of Education will receive \$90 per day. In order to be eligible for the payment set forth in this section, an administrator must provide at least thirty (30) days' prior written notice of resignation/retirement. Employees hired into the administrators' bargaining unit on or after July 1, 2016 will not be eligible for the payment set forth in this section.

B. Mileage Reimbursement

Approved mileage for each Administrator will be compensated at the applicable IRS rate per mile.

C. The Plymouth Board of Education will fund dues for two individual professional organizations for each member i.e., National Association of Secondary School Principals (NASSP), Association for Supervision and Curriculum Development (ASCD), Elementary and Middle Schools' Association of Connecticut (EMSPAC), New England League of Middle Schools (NELMS), National Middle School Association (NMSA).

ARTICLE IX REDUCTION IN FORCE

A. In the event of a reduction in force, the Board shall have the right to identify the

position(s) to be eliminated. In the event that more than one position exists within the affected classification, the primary criterion to be used in selecting the employee to be affected by the reduction in force shall be the demonstrated performance and qualifications of the administrators within the affected classification. In the event that the Superintendent determines that the demonstrated performance and qualifications of the administrators within the affected classification are substantially equal, then the administrator with the greater length of continuous service as an administrator in Plymouth shall be retained. The individual identified for layoff shall not have the right to bump into any other administrator classification.

B. For the purposes of this Article, the following shall be separate classifications:

High School Principal High School Assistant Principal Middle School Principal Elementary Principal Director of Special Education and Pupil Personnel Services Director of Curriculum and Instruction

C. The individual identified for layoff in accordance with Section A above shall have the right to a position for which he/she is certified/qualified in the teachers' bargaining unit, in accordance with applicable law and in accordance with the teachers' contract.

D. Any administrator who has been displaced as aforesaid shall be placed on a reappointment list for two (2) years for any previously held administrative position in Plymouth and shall remain on the recall until reappointed, provided such administrator does not refuse a reappointment. Administrators shall be reappointed to their previous position. In determining the order of reappointment, the Board shall use the same criteria it used in determining the order of layoff. The Board will mail written notice of reappointment to the administrator by certified mail, return receipt requested, to the last address furnished by the administrator, and the administrator will mail written acceptance or rejection of such an offer of reappointment by certified mail, return receipt requested, within ten (10) days following delivery of written notification from the Board. If reappointment is offered and is refused by the administrator, or if the administrator fails to respond within the timeframe set forth in this section, he/she shall be removed from the reappointment list.

ARTICLE X JUST CAUSE

No administrator shall be disciplined (written reprimand or suspension) without just

cause.

ARTICLE XI SAVINGS CLAUSE

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

This agreement may not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

ARTICLE XII DURATION

A. This agreement contains the full and complete agreement between the Board and the Association on all bargainable issues, and neither party shall be required during the term hereof to negotiate or bargain upon any issue, whether it is covered or not covered in this agreement, except as otherwise provided in Article VII. All prior practices, agreements and understandings are void and of no force and effect unless specifically incorporated herein.

B. The provisions of this agreement shall be effective as of July 1, 2022 and shall continue and remain in full force and effect until June 30, 2026.

IN WITNESS WHEREOF, the parties hereto have hereunto caused this agreement to be executed by their duly authorized representative, as of the day and year first written.

PLYMOUTH BOARD OF EDUCATION PLYMOUTH SCHOOL ADMINISTRATORS' ASSOCIATION

ITC	CHAIRPERSON	
112	CHAIRFERSON	

ITS REPRESENTATIVE

Date

Date

EXHIBIT 1 ADMINISTRATORS' SALARY SCHEDULE

The Board shall place new administrators on the Salary Schedule. Administrators receiving new administrative assignments shall be placed on the salary step in the new classification which results in an increase in salary.

	GWI	2.50%	2.00%	2.00%	2.00%
		2022-23	2023-24	2024-25	2025-26
HS Prin.	Step	Salary	Salary	Salary	Salary
	4	159,249	162,434	165,683	168,997
	3	156,842	159,979	163,179	166,443
	2	154,437	157,526	160,677	163,891
	1	152,033	155,074	158,175	161,339
MS Prin.	4	153,730	156,805	159,941	163,140
	3	151,326	154,353	157,440	160,589
	2	148,920	151,898	154,936	158,035
	1	146,514	149,444	152,433	155,482
Elem Prin.	4	147,974	150,933	153,952	157,031
	3	145,566	148,477	151,447	154,476
	2	143,160	146,023	148,943	151,922
	1	140,755	143,570	146,441	149,370
Directors	4	148,155	151,118	154,140	157,223
Directors	3	145,747	148,662	151,635	154,668
	2	143,342	146,209	149,133	152,116
	1	140,936	143,755	146,630	149,563
HS Asst.	4	146,409	149,337	152,324	155,370
	3	144,004	146,884	149,822	152,818
	2	141,598	144,430	147,319	150,265
	1	139,192	141,976	144,816	147,712

Effective July 1, 2022, each administrator not on the maximum step shall advance one step on the salary schedule.

Effective July 1, 2023, each administrator not on the maximum step shall advance one step on the salary schedule.

Effective July 1, 2024, each administrator not on the maximum step shall advance one step on the salary schedule.

Effective July 1, 2025, each administrator not on the maximum step shall advance one step on the salary schedule.

EXHIBIT 2

GRIEVANCE FORMS

GRIEVANCE FORM I

Grievance Level: Superintendent or his/her Designated Representative

A. Grounds for Appeal:

Signature of Grievant (s):

B. Decision Rendered

Date

Superintendent/Designated Representative

GRIEVANCE FORM II

Grievance Level: Board of Education or its Designated Committee

Signature of Grievant (s) Decision

Date

Board of Education/Designated Committee