

AGREEMENT

Between the

PLYMOUTH BOARD OF EDUCATION

and the

PLYMOUTH EDUCATION ASSOCIATION

July 1, 2018

to

June 30, 2021

*Jonathan P. Spalding*  
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## ARTICLE I

### ASSOCIATION RECOGNITION

The Board recognizes the Plymouth Education Association as the exclusive representative of all those employees in positions requiring a teaching or special services certificate and employees holding a durational shortage area permit, including long-term substitutes (one who is regularly certified for the work being done and fills a position for forty (40) school days or more in the same assignment in a school year), other than temporary substitutes for the purpose of professional negotiations.

In accordance with the provisions of Public Act 03-174, employees working in a teaching position solely on the basis of a Durational Shortage Area Permit (DSAP) shall be included in the bargaining unit. Such individuals shall be covered by all terms and conditions of the collective bargaining agreement, except as follows:

- a) A DSAP holder shall not accrue seniority or length of service for any purpose of this Agreement. Notwithstanding the foregoing, if a DSAP holder becomes certified as a teacher and is retained continuously by the Board as an employee after receiving such certification, with no break in service, then the individual shall be credited with seniority and length of service for all purposes under this Agreement, retroactive to the first date of employment by the Board.
- b) The Board shall have the right, in its sole discretion, not to renew and/or to terminate the employment of a DSAP holder, and the DSAP holder shall have no right to file and/or pursue a grievance under this Agreement with respect to such action.
- c) DSAP holders shall have no bumping rights or recall rights under this Agreement.

## ARTICLE II

### GRIEVANCE

#### A. Definition:

“Grievance” shall mean a complaint by a teacher or group of teachers that, as to him/her or them, there has been a violation, misinterpretation, or misapplication of the contract, rules, regulations, administrative directives, or policies of the Board of Education, or that he/she or they have been treated in a manner inconsistent with an established practice.

B. Procedures:

1. A teacher and an Association representative (if the teacher so desires) shall first discuss the grievance informally with the school official serving as his/her immediate supervisor (or principal). If the matter is not satisfactorily adjusted within two (2) school days, the teacher shall submit it in writing on the approved form within five (5) school days to such immediate supervisor (or principal).

2. Such immediate supervisor may request a meeting with the teacher and an Association representative (if the teacher so desires) prior to making his/her decision, but in any event must render his/her decision in writing, on the approved form, with copies to the teacher and the Association, within five (5) school days of the submission of the grievance.

3. Failing satisfactory settlement within such time limit, the aggrieved teacher may, within five (5) school days, appeal in writing on the approved form to the Superintendent or his/her designated representative. Such writing shall set forth specifically the act or condition on which the grievance was based and the grounds upon which the appeal is based.

4. The Superintendent or his/her representative shall meet with the teacher and an Association representative (if the teacher so desires) within ten (10) school days of the receipt by him/her of the appeal, and shall give his/her decision in writing, on the approved form, to the teacher and the Association within ten (10) school days of such meeting.

5. Failing satisfactory settlement within such time limit, the aggrieved teacher may, within five (5) school days, appeal in writing on the approved form, to the Board or its designated committee. The Board or its designated committee shall meet with the teacher and the Association representative (if the teacher so desires) within twenty (20) school days of receipt by it of such appeal, and shall give its decision in writing, on the approved form, to the teacher and the Association within ten (10) school days.

6. If any grievance is filed after June 1, the time lines shall be waived and the grievance shall be settled with all due haste.

C. Arbitration:

1. In the event a grievance shall not have been settled under the Procedures in (B) above, the Association may submit such grievance to the American Dispute Resolution Center, Inc. (ADRC) for arbitration in accordance with its administrative procedures, practices and rules.

2. Notices of intention to make such submission to arbitration must be in writing addressed to the Superintendent and the submission to the ADRC must be made no later than ten (10) school days following the decision of the Board or its designated committee, or the expiration of the time limits for making such decision, whichever shall occur first.

3. The arbitrator shall hear and decide only one grievance in each case. He/She shall be bound by and must comply with all the terms of this agreement. He/She shall have no power to add to,

delete from, or modify in any way any of the provisions of this agreement. The decision of the arbitrator shall be binding upon both parties and all teachers 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.

4. No provisions of this contract that are stated as a matter of policy shall be subject to arbitration.

D. General Provisions:

1. Any grievance not presented for disposition through the Grievance Procedure within fifteen (15) school days of the occurrence of the condition giving rise thereto, shall not thereafter be considered a grievance under this agreement. Failure by the aggrieved teacher at any level to appeal the 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 at the expiration of such time limits (as defined by a stamped date on such grievance form) and shall permit the grievant to appeal to the next step. The time limits specified at any step may be extended by agreement in writing between the Superintendent and the Association.

2. No teacher may file for arbitration as an individual.

3. Meetings held under the Grievance Procedure shall be conducted at a time and place that will afford a fair and reasonable opportunity 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 or that purpose. Persons proper to be present for the purpose of this section are defined as an aggrieved teacher or teachers, their appropriate Association representatives and qualified witnesses.

4. Grievances arising from the action of an official other than the assistant principal or principal, may be initiated with the Superintendent or his/her designated representative.

5. The Association shall have the right to initiate a grievance at the level at which the dispute arises (but in no event at arbitration) or appeal from the disposition of a grievance of a teacher or group of teachers at any step in this procedure.

6. No reprisals of any kind shall be taken by the Board or by any member of the Administration or by the Association or member of the unit against anyone for reason of participation in the Grievance Procedure or support of any participant thereto.

7. Association representatives shall be permitted, when otherwise free from teaching or duty assignment, to investigate or process grievances within their respective areas of representation.

PLYMOUTH SCHOOL SYSTEM

GRIEVANCE FORM I

Level: Principal or Immediate Supervisor

Name of Grievant(s): .....

Date Filed:.....

Assigned School: .....

Principal or Immediate Supervisor: .....

Association Representative(s): .....

Qualified Witness(es): .....

A. STATEMENT OF GRIEVANCE:

B. RELIEF SOUGHT:

\_\_\_\_\_  
Signature(s) of Grievant(s)

C. DECISION RENDERED:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Principal/Immediate Supervisor

GRIEVANCE FORM II

Level: Superintendent or his/her Designated Representative

A. Ground For Appeal:

\_\_\_\_\_  
Signature(s) of Grievant(s)

B. Decision Rendered:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Superintendent/Designated Representative

GRIEVANCE FORM III

Level: Board or Its Designated Committee

\_\_\_\_\_  
Signature(s) of Grievant(s)

DECISION RENDERED:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Board of Education/Designated Committee

### ARTICLE III

#### RULES AND REGULATIONS

The Board may, during the life of this agreement, make and adopt rules and regulations for the maintenance of discipline and for the performance of the employees' duties; provided, however, that no such rules and regulations shall override or contradict any specific provisions of this agreement.

### ARTICLE IV

#### DEFINITION OF SALARY SCHEDULES

The salary schedule to be in effect for the term of this agreement is set forth in the schedules for professional salaries, athletics, extracurricular assignments, and for those positions requiring additional work days beyond the normal work year. These schedules are annexed hereto and hereby made part hereof.

### ARTICLE V

#### EXTRA ASSIGNMENTS

- A. Teachers participating in extracurricular activities shall be strictly voluntary, but teachers may be assigned in the event if it becomes necessary to insure that all functions are properly supervised.
- B. Extra assignments for which extra compensation shall be paid and the amount of such compensation are set forth in the schedules annexed hereto and hereby made a part hereof.
- C. Any person receiving extra compensation because of an extra assignment is to carry out his/her duties in a professional manner subject to the following:
  - 1. Policies of the Board of Education
  - 2. Rules and regulations of the administration.

### ARTICLE VI

#### PREPARATION AND PLANNING

- A. Each secondary and middle school teacher shall have an average of one preparation period a day without other assignments. A study hall assignment shall not be considered a preparation period.
- B. It shall be the policy that secondary teachers shall not be required to teach in more than two subject areas or make more than three teaching preparations within any subject area. In addition, a teacher may be required to teach one limited enrollment course provided that he/she is relieved of homeroom obligations and extra duties such as study hall.

C. Where possible, secondary and middle school teachers shall not be assigned to more than five teaching periods per day in addition to their homeroom duty. Consultation with the teacher is necessary prior to assigning a sixth period. Nothing in this paragraph shall be construed to limit the Board's unilateral right to implement a block schedule at the Middle School and/or the High School. If the Board exercises this unilateral right, the parties shall bargain over the impact of such change, if any.

D. Each elementary school teacher shall have a preparation period during the time that his/her class has Art, Music, Physical Education, and Library, if such classes are scheduled. Student lunch/recess shall also be preparation periods on those days the teacher does not have lunch duty.

E. Teachers' preparation periods shall not be imposed upon for unscheduled special assignments except in an emergency.

## ARTICLE VII

### LEAVES

#### A. SICK LEAVE

Teachers shall be entitled to sick leave with full pay up to fifteen (15) working days in each year. Unused sick leave shall be accumulated from year to year to a maximum of 180 days. Where the Board reasonably believes and it has given prior written notice that a teacher has abused sick leave, medical certification by a mutually agreed physician may be required at the Board's expense. Each teacher shall be entitled to three (3) days per year in connection with an unanticipated illness of the teacher's spouse, children or parents. These days shall be deducted from the teacher's accumulated sick leave.

#### B. CHILDBEARING LEAVE

Teachers shall be granted pregnancy-related disability leave in accordance with General Statute Section 46a-60(A)(7). Teachers 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.

### C. CHILDREARING LEAVE

Any teacher 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 teacher 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 teacher shall have the right to continue participating in the district's health insurance coverage on the same terms and conditions as for actively employed teachers, including the obligation to pay the premium contributions set forth in this Agreement. If the teacher is granted leave for an additional year, the teacher may continue participating in the district's health insurance coverage by paying the full cost of such coverage during that additional year

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

### D. PERSONAL LEAVE

Each teacher may be granted up to two personal days with pay within the academic year, with a statement of the reason for such leave, cumulative to three (3). Such days may be used only for the purpose of attending to matters which are unavoidable and which cannot be attended to on non-school days. Such leave shall only be granted the day before or the day after a holiday or vacation period or on a consecutive basis in extreme cases with a specific statement of the reason for the leave and approval of the Superintendent, which shall not be made arbitrarily or unreasonably withheld. Request for such leave shall be made on a form supplied by the administration, and shall be submitted at least forty-eight (48) hours in advance of the leave, except in emergencies.

### E. FUNERAL LEAVE

In each instance encountered, a teacher shall be granted a leave of absence with pay for three (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.

Additional time may be granted, without loss of pay, in cases of emergencies.

F. PROFESSIONAL LEAVE

The Board shall pay the reasonable expenses (including fees, meals, lodging and/or transportation) incurred by teachers who attend workshops, seminars, conferences, or other professional improvement sessions (such as visiting days) with the prior approval of the principal and superintendent.

G. MILITARY LEAVE

If at any time, when school is in session, a teacher is required to attend training camp of Reservists or National Guardsmen, such employee shall be granted leave with pay not exceeding two (2) weeks, provided that military pay and wages paid by the Board together do not exceed the employee's regular wage.

H. SABBATICAL LEAVE

Sabbatical leave may be granted to no more than two (2) percent of the staff for travel or furthering study provided the program is recommended by the superintendent and approved by the Board. Such teachers shall have completed at least five (5) years of consecutive service in the Plymouth School System.

1. A teacher, upon return from a sabbatical leave, shall be placed on the appropriate step of the salary schedule as though he/she had been in active service for the year of the leave;

2. During an approved sabbatical leave, the teacher shall have the right to continue participating in the district's health insurance coverage on the same terms and conditions as for actively employed teachers, including the obligation to pay the premium contributions set forth in this Agreement.

I. RELIGIOUS LEAVE

Teachers shall be entitled to leave with full pay for not more than three (3) days in each school year for the observance of high holy days.

## J. JURY DUTY

An employee shall be given leave without loss of pay when performing jury duty except that any amount of the statutory juror's fee received by the employee shall be deducted from the salary payable by the Board.

## K. RETURN FROM LEAVES

1. Teachers who have been granted leaves of absence for a full academic year shall notify the Superintendent, in writing, on or before February 15th of their intention to resume work at the beginning of the ensuing school year.

2. Teachers returning from partial year leaves of absence shall notify the Superintendent, in writing, thirty (30) calendar days prior to their return.

3. Teachers returning from leaves of absence shall be restored to their former position, comparable position, or a position for which the teacher is certified.

4. Failure to provide written notice of return from leave in accordance with this Agreement shall operate as a resignation of employment, provided that at least thirty (30) days prior to the date written notice is due from the teacher the Board shall send the teacher notification of this provision by certified mail.

5. In order to advance a step on the salary schedule at the beginning of a school year, a teacher must actually have worked and/or been on paid leave for a total number of days exceeding one-half of the number of days in the teacher work year during the preceding year.

## ARTICLE VIII

### ASSIGNMENTS AND TRANSFERS

#### A. ASSIGNMENTS

1. Teachers shall be notified in writing of any changes in their programs and schedules for the ensuing school year, including the schools to which they will be assigned, the grades and/or subjects they will teach, and any special or unusual classes or assignments they will have, no later than June 1. In the event of a change in circumstances or condition, such assignments may be changed as required to meet the situation.

## B. TRANSFERS

### 1. Voluntary Transfers

a. A teacher desiring to transfer to a different grade, level, subject assignment or school shall forward a letter of request to the superintendent no later than March 1.

b. All vacancies and new positions, including promotions that may exist within the bargaining unit, shall be posted (after transfers and reassignments, if any) for a period of two (2) weeks prior to any appointment to fill the position, except during the months of August/September, when vacancies will be posted for a period of one (1) week. All such vacancies and new positions shall be posted electronically on the district's website and e-mailed to all teachers through the district's group e-mail distribution system. Vacancies are those positions which are newly created or open through resignation, termination, promotion, reassignment, transfer or death.

c. In the determination of assignments and transfers, the convenience and wishes of the individual teacher will be considered as well as all requirements and best interests of the school system and the pupils.

d. Upon request, unsuccessful applicants for transfer shall be notified of the reason or reasons for denial of their request within ten (10) days of the filling of the requested position.

e. No new hiring shall occur until all transfer requests have been honored or denied.

f. In no event will a transfer be granted where such transfer would result in a layoff of another teacher or preclude recalling a teacher from layoff according to Article XXI.

### 2. Involuntary Transfers

a. Involuntary changes from one building to another shall be made in inverse order of seniority.

## ARTICLE IX

### PERSONAL INJURY BENEFITS

Whenever an employee is absent from school as a result of personal injury, caused by an accident in the course of his/her employment, he/she shall be paid his/her full salary (less the amount of any workers' compensation award made for temporary disability due to said injury) for the period of such absence. Such absence shall be charged proportionately to his/her sick leave during such period to the extent accrued.

## ARTICLE X

**SUBSTITUTE TEACHERS**

- A. Teachers will not be required to perform substitute service or relinquish preparation periods for substitute service without adequate compensation based upon prorated substitute's pay.
- B. The Board shall not be required to obtain substitutes for teachers who do not have a direct classroom teaching responsibility.
- C. A long term substitute, as defined by Article I, shall be paid at a rate equal to the B-1 step of Schedule A.

**ARTICLE XI**

**INSURANCE**

- A. The health and dental insurance benefits set forth in this Article shall be made available to teachers who are assigned fifty percent (50%) or more of a normal teaching load during the term of this agreement and any extensions thereof.

Health insurance for teachers will be provided exclusively through a High Deductible Health Plan/Health Savings Account ("HSA") plan, as set forth below.

Effective July 1, 2018, the HSA plan shall include the following components:

	<b>In-Network</b>	<b>Out-of-Network</b>
Annual Deductible (individual/aggregate family)	\$2000/4000	
Co-insurance maximum	N/A	20% after deductible up to co-insurance maximum of \$2,000/4000
Cost Share Maximum (individual/aggregate family)	\$4000/8000	
Lifetime Maximum	Unlimited	Unlimited
Preventive Care	Deductible not applicable	20% co-insurance after deductible, subject to co-insurance limits
Prescription Drug Coverage	Treated as any other medical expense <u>until</u> deductible is satisfied, then \$10/25/45 (retail) and 2x co-payment for mail order	

Effective July 1, 2019, the HSA plan shall include the following components:

	<b>In-Network</b>	<b>Out-of-Network</b>
--	-------------------	-----------------------

	In-Network	Out-of-Network
Annual Deductible (individual/aggregate family)	\$2250/4500	
Co-insurance Maximum	N/A	20% after deductible up to co-insurance maximum of \$1750/3500
Cost Share Maximum (individual/aggregate family)	\$3250/6500	\$4000/8000
Lifetime Maximum	Unlimited	Unlimited
Preventive Care	Deductible not applicable	20% co-insurance after deductible, subject to co-insurance limits
Prescription Drug Coverage	Treated as any other medical expense <u>until</u> deductible is satisfied, then \$10/25/45 (retail) and 2x co-payment for mail order	

The Board will contribute the following amounts into each teacher's HSA:

Individual coverage: \$1,000 per year.  
Family coverage: \$2,000 per year.

One-half of the Board's contribution toward the HSA plan deductible will be deposited into the HSA accounts in the first payroll in September, and the remaining one-half of the Board's contribution will be deposited into the HSA accounts in the first payroll in January. One bank will be utilized for the purpose of making HSA deposits.

For teachers who commence employment after the start of the school year, the Board's contribution to the HSA shall be made as follows:

1. For teachers hired after the first payroll in September and on or before September 15 of that school year the teacher will receive 100% of the Board contribution towards the deductible. This deposit will occur on the first payroll of October.
2. For teachers hired after September 15 and on or before October 15 of that school year the teacher will receive 80% of the Board contribution towards the deductible. This deposit will occur on the first payroll after October 15.
3. For teachers hired after October 15 and on or before November 15 of that school year the teacher will receive 60% of the Board contribution towards the deductible. This deposit will occur on the first payroll after November 15.
4. For teachers hired after November 15 and on or before December 15 of that school year the teacher will receive 40% of the Board contribution towards the deductible. This deposit will occur on the first payroll after December 15.

5. The remaining one-half of the Board's contribution will be deposited into the HSA accounts in the first payroll in January.

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, eligible teachers. The Board shall have no obligation to fund any portion of the HSA deductible for retirees or other individuals upon their separation from employment.

Wellness Incentive: The health insurance plan set forth in this Article shall include a wellness incentive program, designed to provide early diagnosis and appropriate information to patients so that they and their health care professionals can determine appropriate, timely courses of treatment as needed. The wellness program will include age-based preventive physical examinations and age-based preventive screenings. If a teacher and the teacher's spouse (as applicable) fulfill all applicable requirements of the wellness program for a plan year, the Board will contribute the following additional amounts into the teacher's HSA for the following year:

Teacher Enrolled in Individual Coverage:	\$100
Teacher Enrolled in Two-person or Family Coverage:	\$200

Health Reimbursement Account: A Health Reimbursement Account ("HRA") shall be made available for any teacher who is precluded from participating in a Health Savings Account ("HSA") because the teacher receives Medicare and/or veterans' benefits. The annual maximum reimbursement by the Board for teachers participating in the HRA shall not exceed the dollar amount of the Board's annual HSA contribution for teachers enrolled in the HSA.

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

	2018-19	2019-20	2020-21
HSA Plan	20%	21%	22%
Dental Plan	22%	23%	24%

C. Teachers eligible for health and dental insurance coverage under the provisions of this Article shall also be eligible for \$15,000 of life insurance, with an option to purchase up to \$35,000 in additional coverage at their own expense (subject to the approval of the carrier).

D. The Board may change or substitute insurance carriers or managed care organizations for the above-referenced health benefit program as long as the level of benefits is substantially equivalent to or better than the existing program. The "substantially equivalent to or better than" standard shall be applied on a program-wide analysis, including the network, and shall not be benefit specific.

E. Excise Tax: The Patient Protection and Affordable Care Act ("PPACA"; Public Law 111-148) has set forth and codified under the Internal Revenue Code (IRC) §4980I the imposition of an excise tax related to employer provided health insurance plans that exceed certain value thresholds.

Should any Federal statute or regulation including but not limited 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 on the excise tax in accordance with the Teacher Negotiation Act. Such negotiations shall be limited solely to the distribution of payment of the excise tax, health insurance plan offerings, coverage, design, and premium cost share. Other negotiated subject matters shall not be subject to this reopener provision.

## ARTICLE XII

### PROTECTION OF TEACHERS

- A. Teachers shall report immediately in writing to their principal and to the Central Office all cases of assault suffered by them in connection with their employment.
- B. This report shall be forwarded to the superintendent and then to the Board, which shall comply with any reasonable request from the teacher for information in its possession relating to the incident or the persons involved, and shall act in appropriate ways as liaison between the teacher, the police and the courts.

## ARTICLE XIII

### TEACHER FACILITIES

To the extent feasible the Board will provide in each building:

- A. Space in each classroom in which teachers may safely store instructional materials and supplies.
- B. An appropriately furnished room to be used as a faculty room in each school building.
- C. A teacher work area containing equipment and supplies to aid in the preparation of instructional materials.

## ARTICLE XIV

### DEDUCTIONS

A. The Board agrees to deduct from the salaries of any employee dues for the Plymouth Education Association, the Connecticut Education Association or the National Education Association, or any combination of such associations, as said employees individually and voluntarily authorize the Board to deduct provided such employee's dues are equal to or exceed \$10 annually. The Board agrees to transmit such monies promptly to the Association. Employee authorizations shall be in writing in the form set forth in PAYROLL DEDUCTION ADVANCE AUTHORIZATION FORM.

B. Tax sheltered deduction shall be limited to an annuity from a Board-approved plan.

C. The Board will authorize payroll deductions for all teachers for the purpose of purchasing an income protection plan.

#### D. SERVICE FEE

All teachers employed by the Plymouth Board of Education shall, as a condition of continued employment, join the Association or pay a service fee to the Association. Said service fee shall be equal to the portion of Association dues uniformly required of members to underwrite the costs of collective bargaining, contract administration, and grievance adjustment.

##### 1. Payment Options

a. The Board agrees to deduct Association dues or service fee by means of payroll deductions.

b. Teachers who join the Association shall have the amount deducted from paychecks accordingly: The total Association dues divided by twenty (20), or they may pay Association dues in one lump sum prior to October 1 each school year. Teachers who do not pay the lump sum payment by the determined date shall have said dues deducted from their paychecks.

c. Teachers who elect to pay the service fee shall have the amount deducted from paychecks accordingly: the total service fee divided by ten (10), beginning each year in January or in accordance with state procedure.

2. Those teachers who employment commences after the start of the school year shall pay a prorated amount based on a per diem rate determined by dividing the Association dues or service fee by the yearly daily rate.

3. Part-time teachers shall pay a prorated amount of Association dues or service fee based on employment time.

4. The amount of monies deducted shall be forwarded to the Association Treasurer each pay period.

5. No later than the first paycheck in October of each school year, the Board shall provide the Association with a list of all teachers employed by the Board and the positions held by such employees. The Board shall notify the Association of any changes in said list.

6. The Association agrees to indemnify and save the Board harmless from any claim or lawsuit arising from the Board's fulfillment of its obligations under the above provisions. The Board agrees that the Association shall then assume the exclusive legal defense of any such claim or lawsuit. In assuming such defense on the Board's behalf the Association will hire and compensate legal counsel. Legal counsel hired by the Association shall confer with the Board or its representatives concerning said defense. The Association shall have the right to compromise or settle any claim or lawsuit under this section against the Board with its consent, which shall not be unreasonably withheld.

## ARTICLE XV

### WORKING CONDITIONS

#### A. WORK DAY

All teachers at the middle school and high school levels shall be on duty a minimum of fifteen (15) minutes before the scheduled opening of school and shall remain a minimum of twenty (20) minutes after the scheduled dismissal time. All teachers at the elementary level shall be on duty a minimum of fifteen (15) minutes before the scheduled opening of school and shall remain a minimum of twenty-five (25) minutes after the scheduled dismissal time. In any event, teachers may not relinquish their responsibility to assure adequate and proper supervision of pupils at all times. Teachers will be required to remain a minimum of fifteen (15) minutes the last day of the week.

The Board reserves the right to change the length of the work day provided that the Board and the Association shall negotiate over the impact of any such change. Said bargaining shall be conducted under the requirements of Conn. Gen. Stat. 10-153F(e).

The parties acknowledge and agree that, effective July 1, 2009, the salaries set forth in this Agreement are based upon the following changes in the teacher work day:

High School	20 additional minutes of instructional time, with 15 minutes taken from wrap-around time and 5 minutes added to the teacher workday.
Middle School	15 additional minutes of instructional time, taken from wrap-around time.
Elementary Schools	20 additional minutes of instructional time, with 10 minutes taken from wrap-around time and 10 minutes added to the teacher work day.

B. CLASS SIZE

The Board recognizes the importance of maintaining an equitable pupil-teacher class ratio and therefore, as a matter of policy, agrees to strive to keep this ratio at a level that will provide the most educationally sound balance in its school system consistent with existing facilities.

C. SCHOOL YEAR

The School year for all teachers shall not be greater than one hundred eighty-four (184) days, including 3 C.E.U. days. The Board reserves the right to change the length of the work year provided that the Board and the Association shall negotiate over the impact of any such change. Said bargaining shall be conducted under the requirements of Conn. Gen. Stat. 10-153f(e).

No teacher workdays shall be scheduled during extended vacations for students during the school year.

D. LUNCH PERIOD

All teachers shall have a non-interrupted duty free lunch period daily.

E. FORMAL COMPLAINTS

1. Any formal complaints regarding a teacher by any parent, student, or other person shall be promptly called to the teacher's attention, in writing, with a copy of the formal complaint attached. A formal complaint shall be understood to mean a complaint made directly to the teacher's immediate supervisor, building principal, or superintendent of schools, in writing.

2. Any person making a formal complaint shall be directed to follow established Board policy regarding chain of command.

F. PERSONNEL FILES

The teacher shall have the right to respond in writing to any material filed in the personnel file, and his/her response shall be attached to the file copy. A teacher's final evaluation report and related classroom observation reports shall be maintained in the personnel file.

## ARTICLE XVI

### 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 or 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 teachers, to suspend or dismiss the teachers of the schools in the manner provided by Statute or ordinance; to designate the schools which shall be attended by the various children 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, to prepare and submit budgets to the Board of Finance and, 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 XVII

### GENERAL PROVISIONS

- A. It is understood that this agreement is subject to, and shall operate within the framework of, the statutes of the State of Connecticut.
- B. The Board agrees to continue its policy of not discriminating against any teacher on the basis of race, creed, color, national origin, age, disability, gender, sexual orientation or marital status or membership or participation in, or association with the activities of any teachers' organization. The provisions of this paragraph are included in the agreement for informational purposes only, and shall not be subject to the grievance procedure.
- C. The Association agrees, in accordance with its constitution, to continue to admit persons to membership without discrimination on the basis of race, creed, color, national origin, age, disability, gender, sexual orientation, or marital status and to represent equally all teachers without regard to membership or participation in, or association with the activities of any teachers' organization.

## ARTICLE XVIII

### LONGEVITY

A. Teachers who have twenty years of service shall receive a longevity increment of \$700. This increment shall not be available to newly employed teachers commencing with the 1987-1988 school year.

ARTICLE XIX

SEVERANCE PAY

Teachers are to receive the following amount based upon one-half times the accumulated sick leave, provided the teacher has served fifteen (15) years in the Plymouth Public School System:

\$40.00 per day

ARTICLE XX

REDUCTION IN FORCE AND RECALL PROCEDURES

A. REDUCTION IN FORCE PROCEDURE

Determination of those who are to be released is to be in the following order:

1. Tenure and Certification Status:
  - a. Volunteer retirements, transfers and resignations
  - b. Certified, non-tenured teachers
  - c. Certified tenured teachers
2. Other Criteria

In the event that tenure and certification status are found to be not sufficiently definitive, the following criteria shall be used within each level:

- a. Total contractual experience in a position requiring certification within the system
- b. Experience in position (elementary or secondary, not grade or subject taught) in the system
- c. Total experience in position in any district
- d. Total experience in any district

- e. Degree status

## B. RECALL PROCEDURE

1. The name of any teacher who has been laid off shall be placed upon a reappointment list and remain on such list for two years provided such teacher does not refuse a reappointment and provided such teacher applies in writing by registered mail for retention of his/her name on said list on or before June first of each year subsequent to his/her termination. Said teacher shall notify the Board of any changes of certification and/or qualifications.

2. Any teacher on the reappointment list shall receive a written offer of reappointment at least fifteen days prior to the date of re-employment. The teacher shall accept or reject the appointment in writing within ten days of receipt of notification. If he/she accepts the appointment, he/she shall receive a written contract at least fifteen (15) days prior to the effective date of re-employment, where possible.

3. Recall shall be based on a reversal of the reduction in force procedure.

4. No new teacher shall be hired in a subject area or grade level until all laid-off teachers from that subject area or grade level have been recalled or decline the opening.

5. No new teachers shall be hired in a subject area or grade level before teachers who are laid off from other subject areas or grade levels who may be qualified and who possess the necessary certification are recalled or decline the opening.

6. Teachers being recalled shall be placed at the top of the list of all teachers whose length of seniority is the same as that of the returning teacher.

7. The separation of a teacher pursuant to this procedure will not affect any fringe benefits earned and/or accumulated, or benefits to be earned and/or accumulated when re-employed, with the exception of salary schedule increments and years of service as applied to teachers' retirement.

## C. APPLICABILITY TO GRIEVANCE AND ARBITRATION

1. Only disputes relating to Recall Procedure are subject to the grievance and arbitration procedures of this contract, and such grievance and arbitration procedures may be instituted by a laid-off teacher.

2. Nothing in this article can be construed as to establish a minimum number of staff.

ARTICLE XXI

JUST CAUSE

No teacher shall be disciplined (written reprimand or suspension) without just cause.

ARTICLE XXII

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. 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, 2018 and shall continue and remain in full force and effect until June 30, 2021. Said agreement shall automatically be renewed and shall continue in force and effect for additional periods of one year unless either the Board or the Association gives written notice to the other not later than six months prior to the aforesaid expiration date or any anniversary thereof of its desire to reopen this agreement and to negotiate over the terms of a Successor Agreement.

ARTICLE XXIII

SAVING 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.

In WITNESS WHEREOF, the parties hereto have hereunto caused this Agreement to be executed by their duly authorized representatives, as of the day and year first above written.

PLYMOUTH BOARD OF EDUCATION

By Melissa Johnson  
Its Chairperson

PLYMOUTH EDUCATION ASSOCIATION

By Dina Schaffrick 12/11/17  
Its President

## APPENDIX A

### DEGREE DEFINITIONS

#### A. Definitions for Classroom Teacher Salary Placement

Bachelor - A baccalaureate degree earned at an accredited college or university

Master - A Master's degree earned at an accredited college or university; or completion of thirty graduate credits beyond the baccalaureate degree in a planned program approved by an accredited college or university and, for programs commencing on or after July 1, 2012, by the Superintendent of Schools; or thirty hours in a program approved by the Superintendent of Schools.

Sixth Year - A Master's degree plus a sixth year certificate approved by an accredited college or university; or thirty hours beyond the qualifications for Master's status in a program approved by an accredited college or university and, for programs commencing on or after July 1, 2012, by the Superintendent of Schools; or thirty hours in a program approved by the Superintendent of Schools.

Doctorate - Doctor of Philosophy or Doctor of Education earned at an accredited college or university. Degree must be in the general field of education or in the field that the person is teaching.

#### B. Placement

All members of the unit shall be placed on the appropriate step in the salary schedule, taking into consideration the following:

1. Degree status as defined in Section A above.
2. Credit for previous experience shall be as evaluated by the Board.
3. Credit for up to three years for active service in the Armed Forces of the United States, providing that such active service interrupted teaching service.
4. Teachers who anticipate moving from one salary lane to another are to have their application on file in the Superintendent's office before February 15 of the year preceding the anticipated change.

## SALARY SCHEDULES

In order to be eligible for a step advancement in any year of the contract, a teacher must have been employed by the district for at least ninety (90) school days in the preceding school year.

### SCHEDULE A.1

2018-2019

Step	B.S.	M.S.	SIXTH
1	43,653	46,817	49,964
1.5	45,208	48,393	51,562
2	46,763	49,968	53,160
2.5	48,319	51,545	54,757
3	49,875	53,122	56,354
3.5	51,430	54,698	57,952
4	52,984	56,274	59,550
4.5	54,540	57,851	61,148
5	56,096	59,428	62,745
5.5	57,651	61,004	64,342
6	59,205	62,580	65,939
6.5	60,760	64,157	67,537
7	62,314	65,733	69,135
7.5	63,870	67,309	70,733
8	65,425	68,885	72,330
8.5	66,980	70,461	73,928
9	68,535	72,037	75,525
9.5	70,091	73,614	77,123
10	71,647	75,191	78,721
10.5	73,202	76,768	80,319
11	74,756	78,344	81,916
11.5	77,142	80,775	84,397
12	79,527	83,206	86,877

Teachers who are not on the maximum step shall advance one-half step on the salary schedule, effective at the start of the 2018-19 contract year.

SCHEDULE A.2

2019-2020

<b>Step</b>	<b>B.S.</b>	<b>M.S.</b>	<b>SIXTH</b>
1	43,653	46,817	49,964
2	46,763	49,968	53,160
3	49,875	53,122	56,354
4	52,984	56,274	59,550
5	56,096	59,428	62,745
6	59,205	62,580	65,939
7	62,314	65,733	69,135
8	65,425	68,885	72,330
9	68,535	72,037	75,525
10	71,647	75,191	78,721
11	74,756	78,344	81,916
12	80,839	84,579	88,310

Teachers who are not on the maximum step shall advance one-half step on the salary schedule, effective at the start of the 2019-20 contract year

SCHEDULE A.3

2020-2021

Step	B.S.	M.S.	SIXTH
1	43,653	46,817	49,964
2	46,763	49,968	53,160
3	49,875	53,122	56,354
4	52,984	56,274	59,550
5	56,096	59,428	62,745
6	59,205	62,580	65,939
7	62,314	65,733	69,135
8	65,425	68,885	72,330
9	68,535	72,037	75,525
10	71,647	75,191	78,721
11	74,756	78,344	81,916
12	81,243	85,002	88,752

Teachers who are not on the maximum step shall advance one step on the salary schedule, effective at the start of the 2020-21 contract year.

Effective June 30, 2021, the Board and the Association agree to split the bubble between steps 11 and 12 in half by adding a step in between steps 11 and 12, resulting in a 13-step schedule, as set forth below. The parties agree that the 13-step schedule set forth below will be used as the basis for the parties' negotiations for a successor collective bargaining agreement. The actual salaries and/or step advancement for the period July 1, 2021 forward will be subject to those negotiations for the successor collective bargaining agreement.

Step	B.S.	M.S.	SIXTH
1	43,653	46,817	49,964
2	46,763	49,968	53,160
3	49,875	53,122	56,354
4	52,984	56,274	59,550
5	56,096	59,428	62,745
6	59,205	62,580	65,939
7	62,314	65,733	69,135
8	65,425	68,885	72,330
9	68,535	72,037	75,525
10	71,647	75,191	78,721
11	74,756	78,344	81,916
12	78,000	81,673	85,334
13	81,243	85,002	88,752

## EXTRA TIME POSITIONS

Guidance personnel shall be paid on the appropriate step on the salary Schedule A. Additional work shall be paid at the rate of 1/184 of the present salary schedule step. The Board shall notify the guidance counselors regarding the additional days to be worked by May 31<sup>st</sup>, or upon adoption of a final budget for the district (whichever occurs later).

Other professional staff who work additional time as approved by the Board will be paid 1/184 of the present salary schedule step.

APPENDIX B  
EXTRACURRICULAR ACTIVITIES

	2018-2019	2019-2020	2020-2021
<b>ART ADVISOR:</b>			
High School	\$1,500	\$1,515	\$1,530
Elementary	669	676	683
<b>CLASS ADVISORS:</b>			
Senior (Max. 6)	2,512	2,537	2,562
Junior (Max. 4)	1,327	1,340	1,353
Sophomore (Max. 4)	1,005	1,015	1,025
Freshman (Max. 4)	1,005	1,015	1,025
<b>DRAMA:<sup>1</sup></b>			
High School Director	2,035	2,055	2,076
High School Producer	2,035	2,055	2,076
Middle School	1,003	1,013	1,023
<b>FBLA</b>	834	842	850
<b>TSA</b>	834	842	850
<b>FLAG TEAM</b>	834	842	850
<b>INTRAMURALS:</b>			
High School (Boys)	834	842	850
High School (Girls)	834	842	850
Middle School (Boys)	834	842	850
Middle School (Girls)	834	842	850
Harry S. Fisher-Gr. 4	834	842	850
Harry S. Fisher-Gr. 5	834	842	850
Plymouth Center-Gr. 4	834	842	850
Plymouth Center-Gr. 5	834	842	850
<b>PEP CLUB ADVISOR</b>	834	842	850
<b>MAJORETTES</b>	1,003	1,013	1,023
<b>MUSIC CLUB ADVISOR:</b>			
High School	3,987	4,027	4,067
Middle School	2,138	2,159	2,181
Elementary	1,500	1,515	1,530
<b>NATIONAL HONOR SOCIETY</b>	1,253	1,266	1,279
<b>NEWSPAPER</b>	1,668	1,685	1,702
<b>STUDENT COUNCIL</b>			
High School	2,002	2,022	2,042
Middle School	1,170	1,182	1,194
<b>HIGH SCHOOL YEARBOOK</b>	2,886	2,915	2,944
<b>MIDDLE SCHOOL YEARBOOK</b>	1,443	1,457	1,472
<b>SADD</b>	1,079	1,090	1,101
<b>ECOLOGY CLUB</b>	834	842	850
<b>ACADEMIC BOWL</b>	1,943	1,962	1,982

<sup>1</sup>The stipend for the High School Director and Producer, respectively, are based on two performances per year. If there were only one performance, half of the stipend for Director and Producer, respectively, would be paid.

APPENDIX B (CONTINUED)

	2018-2019	2019-2020	2020-2021
<b>OVERNIGHT SUPERVISORS</b> (While school is in session, not during student vacation days)	\$65.12 /night/ per person	\$65.77 /night/ per person	\$66.43 /night/ per person
<b>BEFORE/AFTER SCHOOL STUDENT ACTIVITY CLUBS:<sup>1</sup></b>			
Terry Middle School	\$2,138	\$2,159	\$2,181
Plymouth Center	1,604	1,620	1,636
Harry S. Fisher	1,604	1,620	1,636
<b>MIDDLE SCHOOL TEAM LEADERS</b>	\$2,416	\$2,440	\$2,464
<b>GRADE 9-12 DEPARTMENT COORDINATORS</b>	3,967	4,007	4,047
<b>MIDDLE SCHOOL GUIDANCE DEPARTMENT HEAD</b>	2,190	2,212	2,234
<b>HEAD TEACHER FOR ELEMENTARY SCHOOLS</b>	1,560	1,576	1,592
<b>PLANNING AND PLACEMENT TEAM FACILITATOR</b>	2,353	2,377	2,401
<b>INSTRUCTIONAL LEADERS</b> (GRADE 6-8 HUMANITIES, GRADE 6-8 STEM GRADE PK-5 HUMANITIES, GRADE PK-5 STEM)	3,967	4,007	4,047

<sup>1</sup> Effective July 1, 2012, each Before/After School Student Activity Club in the middle school and elementary school may receive up to a maximum of \$150 for club activities. Building principals will develop parameters for what constitutes a Club Activity.

**EXTRA ASSIGNMENTS**

	2018-2019	2019-2020	2020-2021
HOMEBOUND INSTRUCTION (Per Hour)	\$34.40	\$34.74	\$35.09
<b>MILEAGE</b>			IRS Rate
<b>CURRICULUM COMMITTEE WORK (Per Hour)</b>	\$34.40	\$34.74	\$35.09

APPENDIX C  
2018-2019  
INTERSCHOLASTIC ATHLETICS

	YEARS IN POSITION			
	0-3	4-7	8-11	12+
High School Athletic Director	\$5,970	\$6,568	\$7,165	
Middle School Athletic Director	\$3,821	\$4,299	\$4,777	
CLASS I:	\$5,391	\$5,774	\$6,160	\$7,193
Basketball (Boys)				
Basketball (Girls)				
Wrestling				
Volleyball				
CLASS II:	\$4,428	\$4,814	\$5,197	\$5,969
Baseball				
Field Hockey				
Soccer (Boys)				
Soccer (Girls)				
Softball				
Track (Boys)				
Track (Girls)				
CLASS III:	\$4,236	\$4,620	\$5,005	\$5,391
Cross Country (Boys)				
Cross Country (Girls)				
Golf				
Tennis (Boys)				
Tennis (Girls)				
Indoor Track				
CLASS IV:	\$1,926	\$2,311	\$2,696	
Cheerleaders (Winter Season)				
CLASS V:	\$1,153	\$1,541	\$1,926	
Cheerleaders (Fall Season)				

APPENDIX C  
2019-2020  
INTERSCHOLASTIC ATHLETICS

	YEARS IN POSITION			
	0-3	4-7	8-11	12+
High School Athletic Director	\$6,030	\$6,634	\$7,237	
Middle School Athletic Director	\$3,859	\$4,342	\$4,825	
CLASS I:	\$5,445	\$5,832	\$6,222	\$7,265
Basketball (Boys)				
Basketball (Girls)				
Wrestling				
Volleyball				
CLASS II:	\$4,472	\$4,862	\$5,249	\$6,029
Baseball				
Field Hockey				
Soccer (Boys)				
Soccer (Girls)				
Softball				
Track (Boys)				
Track (Girls)				
CLASS III:	\$4,278	\$4,666	\$5,055	\$5,445
Cross Country (Boys)				
Cross Country (Girls)				
Golf				
Tennis (Boys)				
Tennis (Girls)				
Indoor Track				
CLASS IV:	\$1,945	\$2,334	\$2,723	
Cheerleaders (Winter Season)				
CLASS V:	\$1,165	\$1,556	\$1,945	
Cheerleaders (Fall Season)				

APPENDIX C  
2020-2021  
INTERSCHOLASTIC ATHLETICS

	YEARS IN POSITION			
	0-3	4-7	8-11	12+
High School Athletic Director	\$6,090	\$6,700	\$7,309	
Middle School Athletic Director	\$3,898	\$4,385	\$4,873	
CLASS I:	\$5,499	\$5,890	\$6,284	\$7,338
Basketball (Boys)				
Basketball (Girls)				
Wrestling				
Volleyball				
CLASS II:	\$4,517	\$4,911	\$5,301	\$6,089
Baseball				
Field Hockey				
Soccer (Boys)				
Soccer (Girls)				
Softball				
Track (Boys)				
Track (Girls)				
CLASS III:	\$4,321	\$4,713	\$5,106	\$5,499
Cross Country (Boys)				
Cross Country (Girls)				
Golf				
Tennis (Boys)				
Tennis (Girls)				
Indoor Track				
CLASS IV:	\$1,964	\$2,357	\$2,750	
Cheerleaders (Winter Season)				
CLASS V:	\$1,177	\$1,572	\$1,964	
Cheerleaders (Fall Season)				

Coaches of Junior Varsity teams will receive 75% of the Varsity coach's salary for that sport.

Coaches of Middle School or freshmen teams will receive 60% of the Varsity coach's salary for that sport.

The above schedule considers the following:

- Length of season and number of games
- Number of participants
- Occurrence of vacation during season

The High School Athletic Director will in addition to the stated salary receive two (2) duty free periods in addition to the preparation period each day.

The Middle School Athletic Director will in addition to the stated salary receive a duty free period in addition to the preparation period.

Coaches within the Plymouth School System will be given credit for the number of years experience in a related coaching position in the same sport.

Coaches new to the Plymouth School System may be given five (5) years credit for coaching experience in the same sport in another school system.

**MEMORANDUM OF AGREEMENT**

The Plymouth Board of Education and the Plymouth Education Association agree that the following terms will apply to the newly established Department Coordinator positions:

1. Department Coordinators shall not be assigned to more than five (5) teaching periods per day, and in lieu of an administratively defined duty period, the Coordinators shall be scheduled for department responsibilities during that period.
2. No Department Coordinator shall be assigned to homeroom, lunch, bus, hall or detention duties.
3. Department Coordinators will not have observation or evaluation responsibilities.

PLYMOUTH BOARD OF EDUCATION    PLYMOUTH EDUCATION ASSOCIATION

By Melissa Johnson

By Dina Schaffnick 12/11/17