

AGREEMENT

between the

Regional School District No. 13
Board of Education

and the

Regional District No. 13
Education Association

July 1, 2017 to June 30, 2020

December 3, 2016

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Article 1
Recognition

- A. The Board recognizes the Association as the exclusive bargaining representative for the group of certified professional employees employed by the Board of Education in positions requiring a teaching or other certificate and employees holding a durational shortage area permit other than temporary substitutes, and, who are not included in the administrators' unit or excluded from the purview of §§10-153a-10-153g, inclusive. The Connecticut State Department of Education shall have exclusive jurisdiction over disputes regarding the parameters of the bargaining unit under this section.
- B. Unless otherwise indicated, the term "teacher" when used hereinafter in this Agreement shall refer to all employees in the above unit.

Article 2
Professional Negotiations

- A. During negotiations, the Board and the Association shall exchange relevant data, points of view, and proposals and counter-proposals with respect to salaries and any other conditions of employment about which either party wishes to negotiate. Either party may, if it so desires, utilize the services of outside consultants and may call upon professional and lay representatives to assist in the negotiations.

Article 3
Grievance Procedure

- A. **Purpose** - The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to problems which may arise affecting the welfare or working conditions of teachers. Both parties agree that proceedings shall be kept as confidential as is appropriate.
- B. **Definitions**
 - 1. "*Grievance*" shall mean a claim based upon an event or condition which affects the welfare or conditions of employment of a teacher or group of teachers and/or arises from the language of this Agreement or an alleged breach thereof.
 - a. A grievance which is an alleged breach of a specific term or terms of this Agreement may be pursued through level four of the grievance procedure outlined below.

- b. A grievance may only be pursued to and including level three of the grievance procedure outlined below for a claim based upon an event or condition which affects the welfare or conditions of employment.
2. *"Teacher"* shall mean any certificated professional employee below the rank of full-time administrator, and may include a group of teachers similarly affected by a grievance.
3. *"Party of 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 teacher work days, provided that during summer vacation "days" shall mean weekdays.

C. Time Limits

1. Since it is important that grievances shall 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 a teacher does not file a grievance in writing thirty (30) days after he or she knew, or should have known, of the act or conditions on which the grievance is based, then the grievance shall be considered to have been waived.
3. Failure by the aggrieved teacher at any level to appeal a grievance to the next level within the specified time limits shall be deemed to be acceptance of the decisions rendered at that level.

D. Informal Procedures

1. If a teacher feels that he or she may have a grievance, he or she shall first discuss the matter with his or her principal or other appropriate administrator in an effort to resolve the problem informally.
2. If the teacher is not satisfied with such disposition of the matter he or she shall have the right to have the Association assist him or her in further efforts to resolve the problem informally with the principal or appropriate administrator.

E. Formal Procedures

(The teacher shall have the right to have the representation and assistance of the Association at all levels in this grievance procedure. The Association shall have observers present at all levels in this procedure.)

1. Level One - School Principal

- (a) If an aggrieved teacher is not satisfied with the outcome of informal procedures, or if he or she has elected not to utilize such procedures, he or she may present his or her claim as a written grievance to his or her principal or other appropriate administrator.
- (b) The principal shall, within five (5) days after the receipt of the written grievance, render his or her decision and the reasons therefore in writing to the aggrieved teacher, with a copy to the Association.

2. Level Two - Superintendent of Schools

- (a) If the aggrieved teacher is not satisfied with the disposition of his or her grievance at Level One, he or she may within six (6) days after the decision, or within ten (10) days after his or her formal presentation, file his or her written grievance with the Superintendent of Schools. The written grievance must be filed through the Association.
- (b) The Superintendent shall, within ten (10) days after the receipt of the written grievance, meet with the aggrieved teacher and with representatives of the Association for the purpose of resolving the grievance.
- (c) The Superintendent shall, within five (5) days after the hearing, render his or her decision and the reasons therefore in writing to the aggrieved teacher, with a copy to the Association.

3. Level Three - Board of Education

- (a) If the aggrieved teacher is not satisfied with the disposition of his or her grievance at Level Two, he or she may within four (4) days after the decision, or within eight (8) days after the hearing, file the grievance with the Board of Education. The written grievance must be filed in writing through the Association.
- (b) The Board of Education shall, no later than its next regularly scheduled meeting after the meeting at which it receives the appeal, meet with the aggrieved teacher and with representatives of the Association for the purpose of resolving the grievance. The Board may designate a committee of no fewer than two Board members to hear and decide grievances.
- (c) The Board shall, within five (5) days after such meeting render its decision and the reasons therefore in writing to the aggrieved teacher, with a copy to the Association.

4. Level Four - Arbitration

- (a) If the aggrieved teacher is not satisfied with the disposition of his or her grievance at Level Three, the Association, within five (5) days after the decision, or within nine (9) days after the board meeting, may submit the grievance to arbitration by so notifying the Board of Education in writing.
- (b) The Chairman of the Board of Education or his/her designee and the President of the Association shall, within five (5) days after such written notice jointly select a single arbitrator who is an experienced and impartial person of recognized competence. If the parties are unable to agree upon an arbitrator within five (5) days, the American Dispute Resolution Center ("ADRC") shall immediately be called upon to select the single arbitrator.
- (c) The arbitrator selected shall confer promptly with representatives of the Board and the Association, shall review the record of prior hearings, and shall hold such further hearings with the aggrieved teacher and other parties in interest as he or she shall deem requisite.
- (d) The Arbitrator shall render his or her decision in writing to all parties in interest, setting forth his or her findings of fact, reasoning, and conclusions on the issues submitted. The decision of the arbitrator shall be final and binding upon all parties in interest.
- (e) The costs of the services of the arbitrator shall be borne equally by the Board and the Association.
- (f) The Arbitrator shall have no power to amend, add to, or delete from any of the specific terms of this Agreement.

F. Rights of Teachers to Representation

- 1. No reprisals of any kind shall be taken by either party or by any member of the administration against any participant in the grievance procedure by reason of such participation.
- 2. Any party in interest may be represented at Levels Two and Three of the formal grievance procedure by a person of his or her own choosing, except that he or she may not be represented by a representative or by an officer of any teacher organization other than the Association. When a teacher is not represented by the Association, the Association shall have the right to present and to state its views at all stages of the procedure.
- 3. The Association may, if it is desirous, call upon the professional services of the Connecticut Education Association for consultation and assistance at any stage of the procedure.

G. **Miscellaneous**

1. All documents, communications, and records dealing with the processing of 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 made available through the Association so as to facilitate operation of the grievance procedure.
3. The Association may elect to process a grievance of any teacher, group of teachers or party in interest, on its own behalf at any step of the grievance procedure.

Article 4
Teaching Day and Teaching Load

The Board and the Association agree that teachers are entitled to regular time and work schedules upon which they can rely.

The differences in building schedules, subject and grade responsibilities will necessitate varying teaching assignments. It is, therefore, the intent of the Board to maintain a reasonable teaching load for each teacher to insure an effective educational program. The administration will maintain a fair and equitable teaching load in accordance with Article 7.

Within a block schedule arrangement, teachers will work a four (4) period day consisting of three (3) teaching periods in one day and two (2) teaching periods the following day. Within an eight (8) period schedule arrangement, teachers will work no more than five (5) teaching periods a day with an assigned duty.

Article 5
Vacancies

- A. A vacancy occurs only upon the creation of a new position or upon the death, retirement, resignation, or discharge of an employee when the position held by that employee is not eliminated. Before a position is declared vacant, the Superintendent may make all transfers among existing staff in accordance with the provisions of Article 6. Upon making such transfers the Superintendent shall take into consideration the request of all teachers who have filed a written statement in accordance with paragraph 3 below. The remaining position open after all transfers are made shall then be declared a vacancy which shall then be filled in accordance with the procedures noted below. The Superintendent may temporarily fill vacancies without posting in emergency situations, or until the hiring process is completed.

1. All vacancies shall be adequately publicized within the system by posting on the district website and by email distribution to each teacher through his/her district email address as far in advance of the date of filling such vacancy as possible (in no event less than two weeks in advance).

Where the need to fill a vacant position arises during the summer months, electronic notification shall be sent by email distribution to each teacher through his/her district email address.

2. Said notice of vacancy of position shall clearly set forth the specifications for the position.
3. Teachers who desire to apply for such vacancies of position shall file their applications in writing with the Superintendent within the time limit specified in the notice.
4. Applicants from within the system who meet the specifications set forth by 2 above, shall be interviewed. The candidates' overall qualifications and abilities to discharge the responsibilities of the position shall be left to the judgment of the Superintendent. Primary consideration will be given to qualified members of the staff in filling vacancies.

Article 6

Teacher Transfers

- A. Transfer shall not be effected without an opportunity for a conference between the individual and administrator involved.
- B.
 1. In the event that a transfer becomes necessary due to a reduction in force within a building, highly qualified volunteers shall be transferred first. The candidates' overall qualifications and abilities to discharge the responsibilities of the position shall be left to the judgment of the Superintendent. Should an involuntary transfer be required, length of service in Region 13 shall be considered in determining which teacher is to be transferred last.
 2. In the event that an involuntary transfer becomes necessary for other reasons, the best interests of the students and the school system as determined by the Superintendent shall be considered.
 3. In no case shall a teacher be transferred involuntarily without prior opportunity to discuss the reasons for the transfer with the Superintendent or his/her designee. If the teacher is still dissatisfied, he or she may seek relief under the provisions of Article 3 of this Agreement.
 4. This section shall not apply to individuals employed with a Durational Shortage Area Permit.

- C. Notice of transfer shall be given to the teacher as early as practicable and under normal circumstances not later than June 1.

Article 7
Teaching Assignments

- A. Teachers initially employed by the Board shall receive their building, grade, and/or subject assignments from the Superintendent's Office.
- B. Teachers already in the system shall receive notification of their grade or subject assignment for the ensuing school year prior to the close of the current school year.
- C. In the event of a change in circumstances or conditions during the summer recess (including but not limited to: resignations, death, promotion, and leave of absence, etc.) such assignments may be changed only as required thereby, with prompt notice in writing to the teacher.
- D. Teacher assignments shall be made without regard to age, race, creed, color, religion, national origin, sex, marital status, sexual orientation, ancestry, disability, or gender identity or expression, except in the case of a bona fide occupational qualification.
- E. In the determination of assignments, the convenience and wishes of the teacher shall be honored to the extent that these considerations do not conflict with instructional requirements and best interests of the school and the pupils.
- F. In arranging schedules for teachers who are assigned to more than one school, every effort shall be made to limit the amount of inter-school travel. Such teachers shall be notified of any changes in their schedules by the close of the current school year.
- G. Individual teachers desirous of making recommendations concerning their individual teaching assignments may do so in writing to their respective building principal. The principal shall make a written acknowledgment to the individual.
- H. Teachers who voluntarily teach a sixth class at the high school shall receive an additional ten percent (10%) of their current salary for such assignment and shall be relieved of non-instructional duty assignments (such as cafeteria duty, study hall, hall monitor, and homeroom duty). Payment shall be prorated for a class that meets less than full time.

Article 8
Use of School Facilities

- A. The Association shall have the right to use school buildings without cost at reasonable times for meetings relating to Association business. Approval by the principal of the building must be obtained in advance of such meetings.
- B. There will be one (1) bulletin board in each school building, which will be placed in the faculty lounge, for the purpose of displaying notices, circulars and other Association materials.

Article 9
Teacher Facilities

The Board of Education shall to the extent feasible, provide in each school building:

- A. Space in each teaching station in which teachers may safely store materials and equipment.
- B. A teacher work area containing adequate equipment and supplies to aid in the preparation of instructional materials.
- C. Access shall be provided in all buildings to computers, printers and copying machines for the use of teachers in preparing instructional materials.
- D. An appropriately furnished room to be used as a faculty lounge.
- E. An adequate first aid area.

Article 10
Protection of Teachers

- A. Teachers shall report immediately in writing to their principal and the central office all cases of assault suffered by them in connection with their employment.
- B. Such report shall be forwarded to the Superintendent who shall comply with any reasonable request from the teacher for information in its possession not privileged under law which relates to the incident or the persons involved.
- C. Whenever a teacher is absent from school as a result of personal injury caused by an assault arising out of and in the course of his or her employment, he or she shall be paid his or her full salary for the period of such absence without having such absence charged to his or her annual or accumulated sick leave. Any amount of salary payable pursuant to this Section shall be reduced by the amount of any workers' compensation award for temporary

disability due to the said assault injury for the period for which such salary is paid. The Superintendent, acting on behalf of the Board, shall have the right to have the teacher examined by a physician designated by the Superintendent, acting on behalf of the Board, for the purpose of establishing the length of time during which the teacher is temporarily disabled from performing his or her duties.

Article 11 **Leaves of Absence**

A. Sick Leave:

1. Teachers will 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 one hundred eighty-seven (187) days as long as the teacher remains in the service of the Board. Teachers who have accumulated in excess of one hundred eighty-seven (187), as of June 30, 2005, shall maintain such days, but shall not accumulate any additional days unless their accumulation drops below one hundred eighty-seven (187). Teachers who begin work after February 1st in any school year shall receive seven and one-half (7.5) sick days.
2. Beginning teachers in their first three steps of the salary schedule confronted with an extended illness, shall be entitled to an additional twenty (20) noncumulative days and receive the difference between the amount paid his or her substitute and his or her salary. A doctor's certificate shall be required for this leave. Additional days taken shall be returned to the Board in subsequent years at the rate of three (3) additional days per year from accumulated sick leave. This provision shall not apply to individuals employed with a Durational Shortage Area Permit.
3. For approved absence in excess of the allowable sick leave, teachers in the system, upon application to and at the discretion of the Superintendent or the Director of Organizational Development, may receive the difference between the amount paid his or her substitute and the teacher's pay. A doctor's certificate shall be required for this leave.
4. In the event of repeated absences or absences in excess of five (5) days, the Superintendent or the Director of Organizational Development may request the filing of a medical opinion and/or certificate. For every thirty (30) calendar days thereafter, or in cases of suspected abuse, a medical re-certification may be required.
5. A maximum of five (5) days per school year may be used for serious illness in the immediate family (immediate family is defined as including a parent, brother or sister, spouse, son or daughter, or any other person who, preceding such illness, has been a member of the same household as the teacher). These days shall be deducted from the teacher's accrued sick leave days.

B. Bereavement Leave:

Leaves of absence with pay and not chargeable against the teacher's sick leave allowance shall be granted for the following reason:

1. A maximum of five (5) days per school year for death in the immediate family (immediate family is defined as including a parent, brother or sister, spouse, son or daughter, or any other person who, preceding such death, has been a member of the same household as the teacher).
2. One (1) day per school year for death in the extended family (extended family is defined as including parents-in-law, brothers-in-law, sisters-in-law, grandparents, nieces, nephews, aunts or uncles).
3. The Superintendent or the Director of Organizational Development may grant such additional bereavement leave, with or without pay, as deemed appropriate in the discretion of the Superintendent or the Director of Organizational Development.

C. Religious Holiday Leave:

1. Leaves of absence with pay and not chargeable against the teacher's sick leave allowance shall be granted for:

Up to a total of three (3) days per year for major religious holidays not in the school calendar.

D. Personal Leave:

1. Leaves of absence with pay and not chargeable against the teacher's sick leave allowance shall be granted for
 - a. Up to a total of three (3) days per year for such "events" as weddings, family or member of bridal party, birth of a child by spouse, attendance at a college graduation (self, son, daughter, spouse) court appearances when subpoenaed as a witness, to the extent not otherwise reimbursed and other personal reasons approved by the Superintendent or the Director of Organizational Development. Teachers shall be allowed two (2) of these personal days for sensitive necessary private, personal business. Such absences shall not directly precede or follow a school vacation or holiday.
 - b. Notification of the above stated personal leave shall be made directly to the building principal.
 - c. Application for any personal leave shall be made to the appropriate building principal at least twenty-four (24) hours before taking such leave (except in the

case of emergencies) and the building principal shall reply within twenty-four (24) hours. Notwithstanding the above, the teacher may apply directly to the Superintendent or the Director of Organizational Development for personal leave and the Superintendent or the Director of Organizational Development shall reply within twenty-four (24) hours. Such leave shall be granted, except in cases of extreme hardship or disability to the school system, on the basis of application.

- d. Teachers shall have the right to appeal to the Board any decision by the Superintendent or the Director of Organizational Development through the accepted grievance procedure.
- e. The rate of deduction for leave of absence without pay shall be at the appropriate per diem rate.

E. Pregnancy Leave:

1. Disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery therefrom, shall be treated as temporary disabilities for all job-related purposes. (The term "temporary disability" shall be interpreted as being within the meaning of the term "sick" as used in Section 10-156 of the Connecticut General Statutes.)
2. Accumulated sick leave shall be available for use during periods of such disability.
3. Disability leave beyond any accumulated sick leave shall be available for such reasonable further period of time as a female employee is determined by her physician to be disabled from performing the duties of her job because of pregnancy or conditions attendant thereto, provided as unpaid leave under the terms and conditions of the FMLA.
4. Policies involving commencement and duration of leave, the availability of extensions, the accrual of seniority and other benefits and privileges, protection under health or temporary disability plans, and payment of sick leave shall be applied to disability due to pregnancy or childbirth on the same terms and conditions as they are applied to other temporary disabilities.
5. Pregnancy or childbirth shall not be the basis for termination of employment or compulsory resignation.

F. Childrearing Leave:

1. For tenured employees:
 - a. Upon written request submitted to the Superintendent or the Director of Organizational Development, any certified professional tenured employee shall

be granted a leave of absence for childrearing purposes. Such leave shall commence upon the termination of disability or notification of acceptance for adoption. The tenured employee may elect long-term childrearing leave for the remaining portion of a school year in which a child is born or adopted.

- b. The Board may grant one additional year upon written request from the tenured employee. Upon return from any childrearing leave, all benefits that were accrued prior to commencement of said leave shall be restored to the tenured employee.
 - c. The request for childrearing leave shall be made at least thirty (30) days prior to its commencement. This provision may be waived in extraordinary circumstances.
 - d. Leaves within this provision shall be limited to a maximum of two (2) within a six-year period of time.
 - e. Leaves within this provision shall be taken without pay or benefits, except as may be required by law.
 - f. A tenured employee on such leave shall state, in writing, his/her intent to return the following school year no later than April 1st in the year of the leave.
2. For non-tenured employees:
- a. Non-tenured teachers, excepting those in their first year in Region No. 13, may elect a childrearing leave for the remaining portion of a school year in which a child is born. This provision shall not apply to individuals employed with a Durational Shortage Area Permit.
 - b. A non-tenured teacher on such leave shall state, in writing, his/her intent to return the following school year no later than April 1st in the year of the leave.
 - c. Leaves within this provision shall be taken without pay or benefits, except as may be required by law.

G. Parental Leave:

Any teacher who is the parent of a newborn infant (or a newly adopted or child newly placed in foster care), and such teacher is not entitled to paid sick leave due to disability from childbirth, may request the utilization of up to five (5) accumulated sick leave days to care for the newborn infant (or a newly adopted or child newly placed in foster care). Such leave shall be deducted from the employee's accumulated sick leave. Such leave shall be taken within one year of the birth, adoption or foster placement of the infant/child. This leave shall be counted against the employee's entitlement to leave under the FMLA.

G. **Professional Leave:**

1. Teachers may be permitted time to attend recognized educational meetings or outstanding school systems. Arrangements for attendance must be made in advance, and the completed plans approved by the principal and superintendent or the Director of Organizational Development.
2. The district shall pay, within the limits of appropriations, the reasonable expenses (including fees, meals, lodging, and/or transportation) incurred by teachers who attend workshops, seminars, conferences, or other professional improvement sessions at the request and/or with the advance approval of the principal and superintendent or the Director of Organizational Development.
3. With advance approval of the superintendent or the Director of Organizational Development, any teacher holding office in a professional organization or invited to participate in a program of that organization, may be excused from duty because of such obligations.

H. **General Leave:**

In the discretion of the Superintendent of Schools, the Superintendent may permit members of the professional staff to take leave with or without pay or benefits, not to exceed one (1) school year. Reasons for such leave may include further study, restoration of health, travel, etc.). Upon completion of such approved leave, the teacher will be returned to the same grade level or discipline or to a grade level or discipline for which he or she is certified and qualified. Upon the teacher's return the salary level and benefits will be those accrued and earned prior to the year's leave of absence.

Article 12
Jury Duty

Any teacher who is called for jury duty, shall receive the necessary leave to fulfill this legal obligation. This leave shall not be deducted from sick leave or from personal days. The staff member shall receive a rate of pay equal to the difference between the professional salary and the jury fee.

Article 13
Early Release

- A. A teacher may be allowed leave without loss of salary to begin programs of study which result from foundations or scholarship grants and which necessitate personal presence in advance of the close of the school year. Requests for such leave must be made in writing to

the Superintendent, who shall either approve or deny such request within fifteen (15) school days of receipt.

- B. Other requests for early release at close of school year to enable a teacher to enroll in summer courses or workshops shall be decided upon by the Board.

Article 14
Physical Examinations

Medical examinations may be required by the Superintendent of Schools if in his/her sole judgment an employee appears to be ill on the job. The examination shall be at the Board's expense by the Board's appointed physician. The employee shall submit the physician's fitness for duty report to the Superintendent.

Article 15
General Provisions

- A. There shall be no reprisals of any kind taken against any teacher by reason of his or her membership in a professional organization or participation in its activities.
- B. All provisions of the Agreement shall apply equally to all teachers without discrimination in regard to age, race, creed, color, religion, national origin, sex, marital status, sexual orientation, ancestry, disability, or the gender identity or expression, except in the case of a bona fide occupational qualification.
- C. Any teacher under contract with the Regional School District No. 13 Board of Education shall be required to give a minimum of thirty (30) days written notice prior to commencing work for another school system. The Superintendent may waive or modify this requirement upon request of the teacher. Should the teacher fail to provide such notice, he/she shall be liable for liquidated damages in the sum of \$100 per day for each day less than the thirty (30) day requirement.

Article 16
Staff Salaries

The salaries of all teachers covered by this agreement are set forth in the Appendices which are attached hereto and made a part of this Agreement.

Article 17
Degree Definitions

Salary schedules listed in the Appendices of this Agreement shall be interpreted and applied according to the following definitions:

- Bachelor* A baccalaureate degree earned at an accredited college or university.
- BA +30 Credits* The completion of thirty credits beyond the baccalaureate in a program approved by an accredited college or university of courses approved by the Superintendent.
- Master* A master's degree earned at an accredited college or university.
- Sixth Year* A second master's degree; or completion of thirty credits beyond the master's degree in a program approved by an accredited college or university of courses approved by the Superintendent; or a "Sixth Year Certificate" from an accredited college or university, or a Master's degree that requires sixty (60) credits.
- Doctorate* A doctor's degree earned at an accredited college or university.

Article 18
Placement on the Salary Schedule

All teachers shall be placed on the appropriate step on the salary schedule, taking into consideration the following:

- A. Degree Definitions as defined under Article 21, Degree Definitions.
- B. Previous teaching experience in public, private, and military dependency schools, provided that such experience shall have consisted of continuous service of a minimum of ninety-one (91) full days or its equivalent in each school year to be considered. Intermittent or short-term substitute service is not credited as previous teaching experience. The Superintendent may grant one step on the salary schedule for every two years of previous relevant full-time employment to a maximum of five steps.
- C. A partial year of experience shall be credited as full year provided the teacher has taught at least one-half of the required school calendar year.

Article 19
Professional Growth

- A. In an effort to encourage professional growth, the Board agrees to reimburse teachers up to three semester hours per year, or the equivalent as determined by the Superintendent or his/her designee, at the tuition rate charged by the University of Connecticut or the accredited college attended, whichever is less.
- B. In the event that a teacher is unable to utilize this professional growth benefit on an annual basis, the Board shall grant payment for six (6) semester hours that following year.
- C. To qualify for reimbursement, courses must have received prior approval of the Superintendent. Reimbursement will be made upon submission of the satisfactory completion of the course to the Superintendent's office in the form of a college grade report. Satisfactory completion shall be defined as a grade of B or higher or pass in a pass/fail class. A teacher having received approval and completing courses during the summer will be reimbursed only if the teacher returns to the District as a contracted employee in September.
- D. In addition to formal course work teachers may be engaged by the administration outside of the regular school year to attend workshops, curriculum studies, etc. and may be compensated for such services through the professional growth account.
- E. This Article shall not apply to individuals employed with a Durational Shortage Area Permit.
- F. The Board shall allocate a total amount of Forty Thousand Dollars (\$40,000) for reimbursements under this Article. Payments shall be made in June. Payment shall be made to eligible teachers on a pro-rata basis, if the approved reimbursements exceed the total amount listed herein.

Article 20
Withholding Increments

The Superintendent may withhold a salary increment in any given year for unsatisfactory service.

Article 21
Payroll Deductions

- A. In addition to those payroll deductions required by law, the following agencies are eligible for payroll deductions. All requests for deductions must be in writing on approved authorization forms. Each deduction shall be itemized on the pay stub.

Credit Union
All authorized TSA Programs
Regional District 13 Education Association
Connecticut Education Association
Long-term Disability Insurance

United Way
National Education Association
Health Insurance
Flexible Spending Account

The Board of Education has agreed to handle the disbursement of monies collected for Tax Sheltered Annuity Plans.

B. Dues Deductions and Service Fee

1. Condition of Employment

All teachers employed by the Board of Education shall, as a condition of employment, join the Association or pay a service fee to the Association. Said service fee shall be not greater than the amount uniformly required of members of the Association which represents the costs of collective bargaining, contract administration and grievance adjustment. The service fee shall be set and administered in accordance with law.

2. Deductions

The Board of Education agrees to deduct from each teacher's salary an amount equal to the Association membership dues or service fee by means of payroll deductions. Each teacher who joins the Association shall file a "dues authorization card" with the Board. The amount of deduction for membership dues shall be equal to the total Association membership dues divided by sixteen (16) paychecks from and including the first paycheck in October through and including the last paycheck in May. The amount of the deduction for service fee shall be equal to the total service fee divided by twelve (12) paychecks from and including the first paycheck in January through and including the last paycheck in June. The amount of Association membership dues shall be certified by the Association to the Board of Education prior to the opening of the school year. The amount of service fee shall be certified by the Association to the Board of Education prior to January 1st of each school year.

3. Subsequent Employment

Those teachers whose employment commences after the start of the school year shall pay a prorated amount equal to the percentage of the remaining school year.

4. Forwarding of Monies

The Board of Education agrees to forward to the Association each pay period by direct electronic deposit, to a qualified banking institution of the Association's choice, a check for the amount of money deducted during that pay period. The Board shall e-mail or otherwise forward to the Association a list of teachers for whom such deductions were made at the time of direct deposit.

5. Save Harmless

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 making deductions and remitting the same to the Association. If the Association fails to meet its obligations under this provision, Section B of this article shall be null and void, and shall be severed from this Agreement.

6. The singular reference to the "Association" within this Article shall be interpreted as referring to the Regional School District No. 13 Education Association, the Connecticut Education Association, and the National Education Association.
7. The Association shall certify to the agent of the Board in writing the current rate of its membership dues by July 15.
8. No later than September 30 of each year, the Board shall provide the Association with a list of those employees who have authorized dues deductions. The Board shall provide the Association monthly with any additions or deductions from such list.

C. All deductions shall be divided over twenty (20) pay periods, in such a manner that all paychecks are as equal as practicable. Professional dues shall be divided over sixteen (16) pay periods.

D. 1. The salaries of all teachers covered in this Agreement are set forth in the Appendices which are attached hereto, and made a part of this Agreement.

2. Method of Payment

(a) All teachers shall receive twenty-one (21) paychecks per year on alternate Fridays.

(b) Each teacher shall have the option of being paid either:

(1) Ten month basis - twenty-one (21) paychecks as equally divided as practicable.

(2) Twelve month basis - twenty (20) paychecks as equally divided as practicable and one (1) "balloon" check equal to the balance of his/her earned salary for a school year in a single payment.

3. Teachers shall be required to utilize direct deposit for their paychecks.

Article 22
Salary Agreements

- A. The Central Office, in conjunction with the Association shall assume responsibility for distributing contracts to personnel within the system before the end of the school year preceding the one in which the new contract is to take effect. Additional copies shall be forwarded to the Superintendent of Schools who shall distribute one copy to each newly hired teacher thereafter, until a new contract is available.
- B. A salary notification shall be distributed via hard copy to all personnel presently within the system prior to the close of each school year. Such agreement shall be signed and returned to the Superintendent's office on or before June 30th. It shall be the teacher's responsibility to insure that said signed notification is in the Superintendent's office by that date.

Article 23
Consultation Procedure

It is recognized by the Board and the Association that all situations and developments could not be anticipated at the time of negotiation of this Agreement. To achieve rapport between the Board and the Association, periodic informal meetings shall be held between the negotiating groups of each organization as requested by either the Association or the Board.

Article 24
Employment Year

- A. To encourage and effect the planning, development and growth of Regional District 13 curriculum, the Board of Education and the Teachers' Association recognize the necessity for in-service type programs, or workshops as an essential part of the professional teachers' responsibility to the system.
- B. Therefore, the employment year for teachers previously employed by the system as established by the Regional Board of Education is to be one hundred and eighty-seven (187) days, with between one hundred and eighty (180) and one hundred and eighty-three (183) days for students and between seven (7) and four (4) days in addition to the number which students will be in attendance. Teachers new to the system shall work an additional four (4) working days. The Board may schedule partial student days in its discretion, with the remainder of any such days to be used for professional development or other activities scheduled by the administration. For the duration of the contract, the salaries provided in Appendix A will be based upon an employment year for returning teachers of one hundred and eighty-seven days (187) days and for new teachers of one hundred ninety-one (191) days. If the Board adds additional work days to the teacher work year, teachers will be compensated a per diem rate prorated based on 1/187 of the salaries provided in Appendix A or 1/191 for new teachers.

Article 25
Amendment

This agreement shall not be altered, amended or changed except in writing, signed by both the Board and the Association, which amendment shall be appended hereto and become a part hereof.

Article 26
Severability

In the event that any provision or portion of this Agreement is ultimately ruled invalid for any reason by an authority of established and competent legal jurisdiction, the balance and remainder of this Agreement shall remain in full force and effect and the invalid clause shall be severed from the Agreement.

Article 27
Holdover

In the event that the Board and the Association shall fail to secure a Successor Agreement as hereinbefore provided in Article II prior to the termination of this Agreement, either party may elect to extend the duration of this Agreement for any period not to extend beyond the date of the execution of a Successor Agreement.

Article 28
Personnel Files

- A. No material excluding ordinary business records originating after original employment shall be placed in a teacher's personnel file for more than thirty (30) days unless the teacher has been notified and has had an opportunity to review the material. The teacher may submit a written notation regarding any material and the same shall be attached to the file copy of the material in question. If the teacher is asked to sign material placed in his/her file, such signature shall be understood to indicate his/her awareness of the material, but in no instance shall said signature be interpreted to mean agreement with the content of the material.
- B. Any substantive, serious complaint made to the administration against a teacher or person for whom the teacher is administratively responsible, by any parent, student, or other person, shall promptly be called to the attention of the teacher. In no case shall any

anonymous complaint or other complaint of third parties not investigated by the administration be placed in any teacher's file.

- C. Each teacher shall have the right to review and make copies of any material in the teacher's personnel file upon reasonable notice during the hours in which the Board's office is open.

Article 29
School Day and Teacher Responsibility

- A. All personnel covered by this Agreement shall spend a reasonable amount of time both before and after school in the classroom preparing for his or her classes and to carry out professional responsibilities as scheduled by the building principal.
- B. The professional responsibilities of the teacher referred to in Section A shall include the offering of special assistance to individual students in their classes, preparing and arranging materials, displays, assignments, plans and generally preparing for the creation of a classroom atmosphere conducive to academic scholarship, learning and curiosity of students.
- C. With the aim of continuing to improve communications and to fully exercise professional responsibilities, teachers shall attend staff meetings, and meetings with the Superintendent and the Board of Education. Teachers will participate in professional activities which contribute to the educational program: workshops, departmental activities, curriculum development, in-service training, and parent conferences. Teachers shall be excused from attendance at such meetings not posted in advance.
- D. The starting and dismissal time for all schools shall be established by the Board.
- E. The Board agrees to bargain over the impact on salaries of any substantial change in the length of the workday.

Article 30
Board Responsibilities

The Board reserves to itself sole jurisdiction and authority over matters of policy and retains, subject only to the limitations imposed by the language of this Agreement, in accordance with applicable laws and regulations those rights specified in Connecticut General Statutes 10-220, 10-221, and 10-222 and the right (a) to direct employees of the school district, (b) to hire, promote, transfer, assign, and retain employees in positions within the school district, and for just cause, to suspend, demote, discharge or take other disciplinary action against employees, (with the exception noted below), (c) to relieve employees from duties because of lack of work or for other legitimate reasons, (d) to maintain the efficiency of the school district operations entrusted to them, (e) to determine the methods, means and personnel by which such operations are to be conducted, and (f) to take whatever actions may be necessary to carry out the mission of the

school district in situations of emergency. (The just cause provision in (b) above shall not apply to non-renewals, terminations, evaluations, transfers or assignments or the appointment or non-appointment to an extracurricular position as noted in Appendices C, D and E or as subsequently created by the Board of Education.)

The discharge of a teacher employed with a Durational Shortage Area Permit shall not be subject to the just cause provision cited in section (b) above.

Article 31
Retirement Benefits

In recognition of length of service rendered to Regional School District No. 13, the Board of Education will pay teachers who have attained the maximum step on the salary schedule according to the schedule. Such payments shall be incorporated into the individual teacher's annual salary payment.

Full Payment:

A teacher with the equivalent of twenty (20) years of or more of full time service to District No. 13, who was hired before July 1, 2011, is eligible to declare retirement and will receive:

1. a one-year payment of ten (10%) percent of the current annual salary for the school year designated by the eligible teacher to be incorporated into the individual's salary.

Teachers who are hired by the Board on or after July 1, 2011, and attain the equivalent of twenty (20) years or more of full time service to District No. 13, shall be eligible to declare retirement and receive a one-year payment of seven (7%) percent of the current annual salary for the school year designated by the eligible teacher to be incorporated into the individual's salary.

Partial Benefit:

A teacher with the equivalent of ten (10) years or more of full time service to District No. 13 who has attained the maximum step on the salary schedule is eligible to declare retirement under one of these three plans:

<u>Years of District No. 13 Teaching Experience</u>	<u>*Percentage of Full Benefit</u>
17-19	85%
15-16	70%
10-14	50%

*Full benefit is either 7% or 10%, depending on date of hire.

Eligible teachers will be required to notify the Superintendent of Schools, in writing, of their intent to retire and access the benefits described in this Article by January 31 of the calendar year

in which the benefits will begin. Should extreme circumstances force an individual to retire in the same school year, application must be made to the Superintendent of Schools for a waiver of the notice provision provided in this Article. The written notification of intent to retire by the teacher is irrevocable. In the event that a teacher becomes so physically disabled that, in the judgment of the Superintendent, he or she is unable to perform his or her duties on a permanent basis, and if such teacher meets the eligibility requirements specified above, the Superintendent shall waive the notice requirement contained in this Article. Any decision of the Superintendent with respect to the notice provisions of this Article shall not be subject to the grievance procedure.

Article 32 **Staff Reduction**

1. General Statement of Policy:

It is recognized that, under Section 10-220 and 10-4a of the Connecticut General Statutes, the Board of Education has the responsibility to maintain good public elementary and secondary schools and to implement the educational interest of the state. However, recognizing also that it may become necessary to eliminate certified staff positions in certain circumstances, this policy is adopted to provide a fair and orderly process should such eliminations become necessary.

2. Reasons for Elimination of Certified Staff Positions:

It is recognized that the Board of Education has the sole and exclusive prerogative to eliminate certified staff positions consistent with the provisions of the State Statutes, providing such elimination does not result in a failure in its duty as a state agency to implement the educational interests of the state and to provide good public elementary and secondary schools. Elimination of certified staff positions may result from decreases in student enrollment, changes in curriculum, severe financial conditions or other circumstances as determined by the Board of Education.

3. Definitions:

- A. As used herein, the term "days" shall mean calendar days.
- B. As used herein, the term "teacher" shall apply to any member of the bargaining unit.

4. **Procedure:**

- A. Prior to commencing action to terminate teacher contracts under this procedure, the Board of Education will give due consideration to its ability to effectuate position elimination and/or reduction in staff by:
1. Voluntary retirements
 2. Voluntary resignations
 3. Transfer of existing staff members
 4. Voluntary leaves of absence
- B. If a teacher has attained tenure status, his or her contract of employment may be terminated if his or her position is eliminated, but only if there is no other position for which that teacher is certified and qualified available in the school system. This shall include first preference with regard to positions that are held by non-tenured teachers, in addition to positions that are open and available. Determination of those to be released shall be in the following order:
1. Teachers holding temporary emergency permits
 2. Non-tenured teachers holding initial/provisional certification
 3. Non-tenured teachers holding professional certification
 4. Tenured teachers holding provisional certification
 5. Tenured teachers holding professional certification
- C. In the event that the foregoing order of termination is not sufficient to determine the staff members to be terminated or non-renewed, then the following procedure shall be used:
1. Non-tenured teachers shall be laid off first based on the following criteria:
 - a. Performance, skill and ability as they relate to the needs of the system.
 - b. Areas of certification.
 - c. Areas of teaching experience as they relate to the needs of the system.
 2. In the event that the foregoing is not sufficient to determine the staff member(s) to be terminated or non-renewed, then the most senior tenured certified and qualified teacher being considered for termination shall be permitted to bump the least senior. Seniority shall be based on years of service in Regional School

District No. 13 (or its equivalent) as a certified staff member. If the above is not adequate to determine seniority, then total years of certified contractual experiences outside of Regional No. 13 shall be the determining factor.

3. The Superintendent may override seniority as noted above (2) if the following conditions exists:

a. The most senior teacher(s) is five (5) or less years senior than the least senior teacher(s) being considered for termination based on certified experience in the system;

and

b. The staff member to be retained is qualified for the position(s) available in the certification area by possessing generally superior qualifications based on the combination of degree status, course work, background and experience, and recent performance.

D. No teacher who has been laid off shall be entitled to payment or accrual of any compensation or fringe benefits, whether or not he or she remains on the reappointment list. However, a teacher who is reappointed from the list shall be entitled to reinstatement of any benefits earned or accrued at the time of layoff, and the further accrual of salary increments and fringe benefits shall resume where they left off. No years of layoff shall be credited as years of service for compensation or retirement purposes.

E. It is recognized that dismissal of a teacher is reviewable only under C.G.S 10-151, and in no other manner. The procedures therein provide the exclusive method for challenging a separation from employment. Therefore, no grievance under Article 4 may be filed or submitted to an arbitrator under Article 3, E.4. However, the parties agree that, in the event of a challenged dismissal under this Article, the provisions of this contract can and should be submitted to the Board, an impartial hearing panel or a court, as appropriate.

F. It is understood that the termination and non-renewal of a certified teacher contract is subject exclusively to Connecticut General Statutes §10-151 and shall not be the subject of a grievance procedure in the collective bargaining agreement between the parties. Should legislation be passed with respect to teacher terminations, then this agreement shall be renegotiated at the request of either party.

5. Policy Provisions Not Applicable to Promotions:

Nothing herein shall require the promotion of a teacher to a position of higher rank, authority, or compensation, although the teacher whose contract is to be terminated because of elimination of position is qualified and/or certified for the promotional position.

6. If the contract of employment of a teacher is terminated because of elimination of position, the name of that teacher shall be placed on a reappointment list and remain on such list for a period of two (2) years. Each teacher shall advise the Superintendent by registered mail

every six (6) months of any change in address. Failure to advise the Superintendent shall cause the deletion of the teacher's name from said list. If a position becomes open during such period, the Board of Education will select the person on the recall list who is certified and most qualified to hold that position, then the teacher will be notified in writing by registered mail, sent to his or her last known address at least thirty (30) days prior to the anticipated date of reemployment where possible. The teacher shall accept or reject the appointment in writing within seven (7) days after receipt of such notification. If the appointment is accepted, the teacher shall receive a written contract within twenty (20) days of receipt of the teacher's reply by the Board of Education. If the teacher rejects the appointment offer or does not respond according to this procedure within seven (7) days after receipt of such notification, the name of the teacher will be removed from the recall list.

7. This Article shall not apply to individuals employed with a durational shortage area permit only. Such individuals have no contractual rights in reference to layoff and/or recall.

Article 33 **Preparation Periods**

- A. The administration in each school may present alternatives to staff regarding the scheduling of preparation time. Said alternatives will be developed with input from the staff. Before the principal implements an alternative plan, he/she must obtain the approval of all staff members in the school by a majority vote. If there is no approval by majority vote, the Board and the Association shall bargain the issue at the request of the Board in accordance with 10-153f (e) of the Connecticut General Statutes.
- B. Assigned duties and the required teacher attendance times before and after school are not considered preparation time.
- C. The Board shall provide an aggregate of two hundred and twenty (220) minutes of preparation time per week for elementary classroom teachers with classes in grades k-4. Such preparation time may be provided by the administration to elementary classroom teachers during the time that special teachers are teaching students. Special teachers are defined as those that teach art, music, physical education, health, and library skills. Elementary classroom teachers shall also be entitled to an additional three one-half hour preparation periods per week, two of which may be required team meetings. Teachers in each elementary school may voluntarily make other arrangements regarding preparation time (e.g., teach, meet parents or perform other self-directed school duties).

Article 34 **Part-time Teachers/Traveling Teachers**

- A. The work day or work week (whichever is applicable) for a part-time teacher shall be in the same proportion to the work day (or week) of a full-time teacher as his/her contracted

salary is to the salary to the full-time teacher on the same lane and step on the salary schedule. The work day of teachers employed part-time shall be a single uninterrupted unit which is composed of instructional time, planning and preparation time and other duties, in proportion to that of a full-time teacher unless such part-time teacher agrees to alternative agreements with the school principal.

- B. Part-time faculty whose instructional day is completed within one hour of the end of the school day shall be responsible for attending after-school faculty meetings. When a part-time teacher's schedule starts within one (1) hour of the beginning of the school day, that part-time teacher shall be responsible for attending morning faculty meetings. When a part-time teacher's schedule does not require the attendance at faculty meetings as noted above, that teacher shall be responsible for being aware of the information generated by the faculty meeting.
- C. Traveling time between assignments for traveling teachers shall not be counted as a teacher's preparation period or lunch.

Article 35
Extra Pay for Extra Duty

- A. Extra duty for which extra compensation shall be paid and the amounts of such compensation are set forth in Appendices C, D, and E, which are attached hereto, and made a part of this Agreement.
- B. Teachers interested in continuing or changing advisorships to extracurricular activities shall indicate their preference to their building principals by June 15 of the preceding school year. Any teacher new to the system and interested in applying for a particular advisorship should contact the principal.
- C. Teachers interested in continuing, changing or applying for advisorships to extracurricular activities shall indicate their intent to apply for such positions to the Superintendent or designee by June 1 of the preceding fiscal year.
- D. The Superintendent or designee shall notify all applicants of their appointment/non-appointment no later than June 15th of the preceding fiscal year. Successful applicants shall have 2 weeks from the date of notification to accept their appointment
- E. In the event that vacancies exist after June 30th, notice of such vacancies shall be posted on the district's electronic mail and an interested teacher shall notify the Superintendent's office within one week of the posting of his/her intent to apply for an open position.
- F. No candidate for a teaching position shall be required to assume an advisorship as a condition of employment.
- G. These positions are filled annually at the discretion of the Superintendent.

Article 36
Temporary Administrative Coverage

- A. Two (2) teachers per building shall be assigned the responsibility to act in the absence of the building principal. Teachers may apply for these positions yearly in May. The Superintendent shall select the teachers from the applicants taking into consideration the recommendations of the building principals for each building.
- B. Each teacher designated by the Superintendent to act as Lead Teacher shall receive an annual stipend of eight hundred dollars (\$800.00). The Superintendent may designate up to two (2) individuals per building to serve as Lead Teacher. If two (2) individuals are selected, the two (2) individuals selected shall develop their own equitable schedules.
- C. In the event that the building administrator is absent from the building for one half day or more, the Superintendent shall make reasonable efforts to relieve the individual of his/her teaching responsibilities when the Superintendent deems it appropriate for the teacher to attend solely to administrative duties.

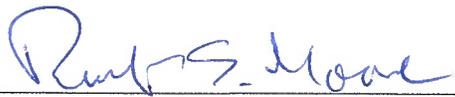
Article 40
Duration

This agreement shall be effective as of July 1, 2017 and shall continue and remain in full force and effect to and including June 30, 2020, unless reopened pursuant to its terms.

Signature Block

IN WITNESS WHEREOF, the parties hereunto have caused these presents to be executed by their proper office, hereunto duly authorized.

For the Regional School District No. 13 Board of Education

By 

Date 12/21/16

For the Regional District No. 13 Education Association

By 

Date 12/21/16

A p p e n d i x A - 1

2017-2018 SALARY SCHEDULE

<u>Step</u>	<u>B.A.</u>	<u>B.A.+30</u>	<u>M.A.</u>	<u>6th Year</u>	<u>Ph.D.</u>
1	46,621	47,848	50,534	55,486	58,423
2	48,369	49,959	53,021	57,893	60,831
3	50,118	52,069	55,508	60,301	63,240
4	51,868	54,179	57,994	62,708	65,647
5	53,617	56,287	60,481	65,116	68,055
6	55,366	58,398	62,967	67,524	70,462
7	57,113	60,509	65,454	69,931	72,869
8	58,863	62,619	67,943	72,338	75,277
9	60,613	64,729	70,428	74,746	77,685
10	62,362	66,838	72,915	77,153	80,092
11	64,112	68,949	75,402	79,562	82,500
12	65,860	71,060	77,888	81,970	84,907
13	67,609	73,169	80,375	84,376	87,316
14	70,142	76,142	83,810	87,766	90,744

Each teacher below the maximum step shall move up one step.

A p p e n d i x A - 2

2018-2019 SALARY SCHEDULE

<u>Step</u>	<u>B.A.</u>	<u>B.A.+30</u>	<u>M.A.</u>	<u>6th Year</u>	<u>Ph.D.</u>
1	47,553	48,805	51,545	56,596	59,591
2	49,336	50,958	54,081	59,051	62,048
3	51,120	53,110	56,618	61,507	64,505
4	52,905	55,263	59,154	63,962	66,960
5	54,689	57,413	61,691	66,418	69,416
6	56,473	59,566	64,226	68,874	71,871
7	58,255	61,719	66,763	71,330	74,326
8	60,040	63,871	69,302	73,785	76,783
9	61,825	66,024	71,837	76,241	79,239
10	63,609	68,175	74,373	78,696	81,694
11	65,394	70,328	76,910	81,153	84,150
12	67,177	72,481	79,446	83,609	86,605
13	68,961	74,632	81,983	86,064	89,062
14	71,545	77,665	85,486	89,521	92,559

Each teacher below the maximum step shall move up one step.

Appendix A - 3

2019-20 SALARY SCHEDULE

<u>Step</u>	<u>B.A.</u>	<u>B.A.+30</u>	<u>M.A.</u>	<u>6th Year</u>	<u>Ph.D.</u>
1	48,504	49,781	52,576	57,728	60,783
2	50,323	51,977	55,163	60,232	63,289
3	52,142	54,172	57,750	62,737	65,795
4	53,963	56,368	60,337	65,241	68,299
5	55,783	58,561	62,925	67,746	70,804
6	57,602	60,757	65,511	70,251	73,308
7	59,420	62,953	68,098	72,757	75,813
8	61,241	65,148	70,688	75,261	78,319
9	63,062	67,344	73,274	77,766	80,824
10	64,881	69,539	75,860	80,270	83,328
11	66,702	71,735	78,448	82,776	85,833
12	68,521	73,931	81,035	85,281	88,337
13	70,340	76,125	83,623	87,785	90,843
14	73,334	79,607	87,623	91,759	94,873

Each teacher below the maximum step shall move up one step.

Appendix B
Insurance Program

1. High Deductible Health Plan with HSA Feature

The Board shall implement a HDHP plan, or a high deductible health care plan with a health savings account (“HSA”) feature, including the following components:

	In-Network	Out-of-Network
Annual Deductible (individual/aggregate family)	\$2,000/\$4,000 (Yrs. 1 & 2) \$2,250/\$4,500 (Yr. 3)	
Co-insurance	100% co-insurance after deductible, subject to co-insurance maximum	70% co-insurance after deductible, subject to co-insurance maximum
Co-insurance Maximum (individual/aggregate family)	\$2,000/\$4,000 (Yrs. 1 & 2) \$2,250/\$4,500 (Yr. 3)	
Cost Share Maximum (individual/aggregate family)	\$4,000/\$8,000 (Yrs. 1 & 2) \$4,500/\$9,000 (Yr. 3)	
Lifetime Maximum	Unlimited	\$1,000,000
Preventive Care	Deductible not applicable 100% Coinsurance	70% co-insurance after deductible, subject to co-insurance maximum
Prescription Drug Coverage	No co-payments for prescription drugs once the deductibles have been met	

For teachers electing to enroll in the HDHP Plan, the Board will contribute a percentage of the applicable HDHP deductible amount as set forth below. The Board’s contribution toward the HSA deductible will be deposited into the HSA accounts with the first payroll of the school year. The parties acknowledge that the Board’s contribution toward the funding of the HDHP 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 teachers. The Board shall have no obligation to fund any portion of the HDHP Plan deductible for retirees or other individuals upon their separation from employment.

The Board will contribute forty-five percent (45%) of the applicable deductible amount.

For plan participants who may not be eligible (Medicare enrolled or receiving benefits from TriCare or VA) for the HDHP/HSA plan, the Board will make available a HDHP/HRA plan with the same deductible and matching the employer deductible funding as received by HSA participants, offered on the same terms and conditions. HRA participants can roll over funds remaining on the HRA account up to the deductible or amount permitted by IRS regulations.

The following premium cost sharing provisions shall apply to teachers electing the HDHP plan during the term of this Agreement:

Effective July 1, 2017, the Board agrees to pay eighty-two percent (82%), and the teachers agree to pay eighteen percent (18%) of the fully insured premium rate for coverage under the HDHP plan. Effective July 1, 2018, the Board agrees to pay eighty-one percent (81%), and the teachers agree to pay nineteen percent (19%) of the fully insured premium rate for coverage under the HDHP plan. Effective July 1, 2019, the Board agrees to pay eighty and one-half percent (80.5%), and the teachers agree to pay nineteen and one-half percent (19.5%) of the fully insured premium rate for cost of coverage under the HDHP plan.

2. The Board shall pay one hundred percent (100 %) of the employee and sixty percent (60%) of the family cost for the Full Dental Plan with Rider A. Teachers shall have the option of choosing the Flex Plan with orthodontic coverage. Teachers electing such option shall pay the difference between the cost of the Full Plan and the Flex Plan. A summary description of the two plans is contained in Appendix G, for informational purposes only. Dependent coverage is up to age twenty-three.
3. The Board shall pay ninety-five percent (95%) and the employee five percent (5%) of the cost for a thirty-five thousand dollar (\$35,000) term life insurance plan and a five thousand dollar (\$5,000) A.D.& D plan on the employee only.

4. Group Disability

Teachers shall have access to a group disability plan with disability payments not exceeding five thousand dollars (\$5,000) per month and with a waiting period of one hundred-eighty-(180) days. The teachers shall pay one hundred percent (100%) of the cost of the premium for such disability plan by automatic payroll deduction. The plan will not permit teachers to collect sick pay and disability pay at the same time. Once a teacher is eligible to collect disability payments from the plan, the teacher shall not be entitled to collect sick leave payments. However, the Board will allow the teacher to return to work within one year after the date that the teacher starts collecting disability payments should the teacher be medically able.

5. Subject to law, including the rules and regulations of the Internal Revenue Service, the Board, shall maintain a "Section 125" salary reduction agreement which shall be designed to permit exclusion from taxable income of the employee's share of health insurance premiums.
6. Only certified professional staff or those holding a durational shortage area permit who work half time or more shall be eligible for insurance benefits. For such employees, the Board shall pay fifty percent (50%) of its cost of the premiums or the percentage of the premium corresponding to the percentage of the time worked, as the case may be. Employees desiring coverage shall pay the remaining percentage of the cost of the premium through automatic payroll deduction. This provision is subject to the terms of the insurance carrier. Part-time teachers employed prior to July 1, 1999, and remain continuously employed in a certified position with the Regional School

District No. 13, shall continue to receive full-time benefits in accordance with the current contract. Time on the recall list and authorized leave counts as continuous employment.

7. The Board shall have the right to self-insure in whole or in part and/or to change insurance carriers (including a change in third party administrators) in whole or in part, in order to provide the insurance coverage set forth above, provided that the plan(s) which result(s) from change in carriers or third party administrators are, substantially equivalent to the plan(s) described above, in terms of coverage, benefits, and administration.

The President of the Association shall be notified in writing within thirty (30) days of any intention to change carriers or third-party administrators and shall have a reasonable opportunity to review the proposed changes, but shall have no more than thirty (30) days from the date the new plan is presented to the Association. The proposed changes shall be presented to the Association through a Board Committee including a representative of the insurance carrier who will explain the proposed changes. If the Association does not approve of the proposed changes recommended by the Superintendent, it shall submit a written statement detailing the reasons for such disapproval, specifically listing the coverage, benefits and administration to which it objects. The Association must submit this written statement within thirty (30) days of the meeting noted above. Failure to submit such statement within the thirty (30) day time period shall be deemed approval of the proposed plan and a waiver of any right to arbitrate the issue.

If the Association disapproves of any change pursuant to the written statement noted above, it may submit the issue to arbitration within fifteen (15) calendar days of receipt of notice from the Superintendent that the Board intends to implement the new plan. The Board must receive a written decision therein prior to implementing any change. The sole substantive issue for arbitration shall be as follows: Is the proposed insurance plan(s) substantially equivalent to the existing plan(s) in terms of benefits, coverage and administration?

8. The Board shall institute the "Solutions" Employee Assistance Program, or other such program as may be mutually agreed upon by the Board and the Association. The Board shall assume fifty percent (50%) of the administration of the costs of such program, and the Association shall pay fifty percent (50%).
9. 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. The impact of the excise tax is scheduled to take effect in 2020. Should any Federal statute or regulation pertaining to IRC §4980I be mandated to take effect during the term of this Agreement, triggering the imposition of an excise tax with respect to any of the contractually agreed upon insurance plans offered herein, the parties agree to commence mid-term negotiations in accordance with the Teacher Negotiation Act. During such mid-term negotiations, the parties will reopen this Appendix of

the contract for the purpose of addressing the impact of the excise tax. No other provision of the contract shall be reopened during such mid-term negotiations.

Appendix C

Stipends for Extra Duties and Responsibilities*

CRHS Stipend Chart

Level	Activity	Dollar Amount		
		2017-18	2018-19	2019-20
2	EDGE	\$703.11	\$713.66	\$724.36
2	Helping Hands	\$703.11	\$713.66	\$724.36
2	Musical Producer	\$703.11	\$713.66	\$724.36
2	Best Buds	\$703.11	\$713.66	\$724.36
2	Scholarship Committee Advisor	\$703.11	\$713.66	\$724.36
2	CUSP Mentor (about 8)	\$703.11	\$713.66	\$724.36
4	ECO Environmental Club	\$937.47	\$951.53	\$965.80
4	French Honor Society	\$937.47	\$951.53	\$965.80
4	Freshman Class Advisor	\$937.47	\$951.53	\$965.80
4	National Honor Society	\$937.47	\$951.53	\$965.80
4	Book Club	\$937.47	\$951.53	\$965.80
4	Gaming Club	\$937.47	\$951.53	\$965.80
4	Sophomore Class Advisor	\$937.47	\$951.53	\$965.80
4	Spanish Honor Society	\$937.47	\$951.53	\$965.80
5	Campus Store Advisor	\$1,054.66	\$1,070.48	\$1,086.54
5	Envirothon	\$1,054.66	\$1,070.48	\$1,086.54
5	Junior Classical League	\$1,054.66	\$1,070.48	\$1,086.54
5	Bike Club	\$1,054.66	\$1,070.48	\$1,086.54
5	Senior Class Activity (Includes Graduation & Senior Activity)	\$1,054.66	\$1,070.48	\$1,086.54
5	Ocean Bowl	\$1,054.66	\$1,070.48	\$1,086.54
5	DECA	\$1,054.66	\$1,070.48	\$1,086.54
5	Ski Club	\$1,054.66	\$1,070.48	\$1,086.54
6	Junior Class Advisor	\$1,171.86	\$1,189.44	\$1,207.28
6	Tech & Set Construction Advisor for Plays	\$1,171.86	\$1,189.44	\$1,207.28
6	Newspaper	\$1,171.86	\$1,189.44	\$1,207.28
6	Art Club	\$1,171.86	\$1,189.44	\$1,207.28
6	Student Council	\$1,171.86	\$1,189.44	\$1,207.28
6	Diversity/Culture Club	\$1,171.86	\$1,189.44	\$1,207.28
7	Music A Capella	\$1,289.04	\$1,308.38	\$1,328.01
7	Morning Announcements	\$1,289.04	\$1,308.38	\$1,328.01

Level	Activity	Dollar Amount		
		2017-18	2018-19	2019-20
8	Senior Washington Trip Advisor	\$1,406.22	\$1,427.31	\$1,448.72
10	Drama Director - Musical	\$1,640.59	\$1,665.20	\$1,690.18
10	High School Bowl	\$1,640.59	\$1,665.20	\$1,690.18
10	Model UN	\$1,640.59	\$1,665.20	\$1,690.18
10	Music Pep Band	\$1,640.59	\$1,665.20	\$1,690.18
10	Music Director - Musical	\$1,640.59	\$1,665.20	\$1,690.18
10	Senior Class Advisor	\$1,640.59	\$1,665.20	\$1,690.18
10	Key User	\$1,640.59	\$1,665.20	\$1,690.18
11	Chamber Choir Director	\$1,757.77	\$1,784.14	\$1,810.90
12	CUSP Coordinator	\$1,874.96	\$1,903.08	\$1,931.63
13	Show Choir	\$2,226.51	\$2,259.91	\$2,293.81
13	Auditorium Coordinator	\$2,226.51	\$2,259.91	\$2,293.81
14	Stage Band	\$2,695.25	\$2,735.68	\$2,776.72

*Stipends may be split among multiple individuals for the same position, upon recommendation of the building principal, if prior written approval of the Superintendent has been obtained.

Appendix C

Stipends for Extra Duties and Responsibilities*

Strong School Stipend Chart

Level	Activity	Dollar Amount		
		2017-18	2018-19	2019-20
2	Newsletter	\$692.72	\$692.72	\$692.72
2	EDGE	\$692.72	\$692.72	\$692.72
2	Student Council	\$692.72	\$692.72	\$692.72
2	Shadowing Program	\$692.72	\$692.72	\$692.72
2	Best Buds	\$692.72	\$692.72	\$692.72
2	Grade 8 Advisor	\$692.72	\$692.72	\$692.72
3	Grade 7 Advisor	\$808.17	\$808.17	\$808.17
5	Key User	\$1,039.07	\$1,039.07	\$1,039.07
5	Ski Club	\$1,039.07	\$1,039.07	\$1,039.07
6	Yearbook	\$1,154.54	\$1,154.54	\$1,154.54
6	Art	\$1,154.54	\$1,154.54	\$1,154.54
8	Drama	\$1,385.44	\$1,385.44	\$1,385.44
8	Jazz Band	\$1,385.44	\$1,385.44	\$1,385.44
8	Select Chorus	\$1,385.44	\$1,385.44	\$1,385.44

*Stipends may be split among multiple individuals for the same position, upon recommendation of the building principal, if prior written approval of the Superintendent has been obtained.

Appendix C

Stipends for Extra Duties and Responsibilities*

Memorial Stipend Chart

Level	Activity	Dollar Amount		
		2017-18	2018-19	2019-20
1	Grade 5 Advisor	\$585.92	\$594.71	\$603.63
1	Grade 6 Advisor	\$585.92	\$594.71	\$603.63
1	Math Olympiad Grade 5	\$585.92	\$594.71	\$603.63
1	Math Olympiad Grade 6	\$585.92	\$594.71	\$603.63
2	Student Council	\$703.11	\$713.66	\$724.36
5	Key User	\$1,054.66	\$1,070.48	\$1,086.54
8	Drama	\$1,406.22	\$1,427.31	\$1,448.72
8	Select Chorus	\$1,406.22	\$1,427.31	\$1,448.72
8	Jazz Band	\$1,406.22	\$1,427.31	\$1,448.72

*Stipends may be split among multiple individuals for the same position, upon recommendation of the building principal, if prior written approval of the Superintendent has been obtained.

Appendix C

Stipends for Extra Duties and Responsibilities*

*Brewster and Lyman Elementary Schools
Stipend Chart*

Level	Activity	Dollar Amount		
		2017-18	2018-19	2019-20
5	Key User	\$1,054.66	\$1,070.48	\$1,086.54

Appendix C

Stipends for Extra Duties and Responsibilities*

The Board may establish and eliminate student clubs/activities in its discretion. Proposals for new clubs and/or student activities may be made by teachers at each school building. Such proposals shall include at least the following information, and any other information as may be required by the building principal:

- The scope of responsibility for the proposed club/activity;
- The minimum number of students anticipated to be participating in the proposed club/activity;
- The number of hours required for the proposed club/activity; and
- The proposed stipend rate for the proposed club/activity.

Such proposals shall be submitted to the building principal for review and tentative approval. The building principal may recommend changes to the club/activity in his/her discretion. Upon tentative approval by the building principal, the club and/or activity proposal shall be forwarded to the Superintendent, who has the authority to approve such clubs/activities in his/her discretion. The total funds available for student clubs/activities shall be aggregated at each school building based on the school district budget for the applicable year, and the Superintendent may approve new clubs/activities within the aggregate fund established at each school building. While clubs/activities that exceed the aggregate total at a particular school building may be approved by the Superintendent, the establishment of any such clubs/activities in excess of the aggregate budgeted amount will require the prior approval of the Board of Education.

While an incumbent teacher employed during the 2013-2014 contract year continues to serve in consecutive terms for the same Appendix C activity, he/she shall be paid under the terms and conditions set forth in the 2013-2014 Appendix C between the parties, with the BA Step one rate adjusted to the rate in effect for the applicable year under the Agreement. In the event that the incumbent teacher no longer continues to serve in such capacity the newly appointed teacher shall move to the Appendix C for the successor agreement. A teacher who currently holds a position and is on an approved leave of absence shall, if s/he is appointed to and returns to the same position, be treated as an incumbent.

Appendix D

Guidance Counselors, Department Chairs, and Team Leaders Stipends

2017-2018

		<u>Stipend Amount 2017-2018</u>	<u>Stipend Amount 2018-2019</u>	<u>Stipend Amount 2019-2020</u>
Department Chairs – High School 9-12	6% based on BA 1	\$2,797	\$2,853	\$2,910
Applied Arts				
Foreign Language				
Practical Arts				
Science				
Social Studies				
Director of Guidance				
Department Chairs – 7-12	7% based on BA 1	\$3,263	\$3,329	\$3,395
*English				
*Mathematics				
Team Leaders – Elementary	5% based on BA 1	\$2,331	\$2,378	\$2,425
Kindergarten				
Grade 1				
Grade 2				
Integrated Day 1/2				
Grade 3				
Grade 4				
Integrated Day 3/4				
Grade 5				
Grade 6				
Integrated Day 5/6				
Team Leaders - Middle	8% based on BA 1	\$3,730	\$3,804	\$3,880
Grade 7				
Grade 8				
Grade 7/8				
Team Leaders - Special Education	8% based on BA 1	\$3,730	\$3,804	\$3,880
Elementary				
Middle School				
High School				

K-12 Music Department Chair		\$5,000	\$5,075	\$5,151
TEAM Mentors		\$1,026	\$1,041	\$1,057

Department Chairs shall be assigned a maximum of five (5) teaching periods per year, and will not be assigned any duty periods. *Department Chairs 7-12 for Math and English shall be assigned a maximum of four (4) teaching periods per year.

**Guidance Counselors, Department Chairs, and Team Leaders
– Beyond Employment Year**

Guidance Counselors, Department Chairs, and Team Leaders who are requested by the Superintendent to work beyond the normal employment year as defined in Article 28 of this Agreement will be paid on a per diem basis of their appropriate annual salary when called in beyond the employment year for the following reasons:

Guidance: For work as related to school and employment placements. For scheduling

Department Chairs, Unit Coordinators and Subject Coordinators: For staffing or personnel assistance

Other Teachers – Beyond Employment Year

Teachers who are requested by the Superintendent or his/her designee to work beyond the normal employment year as defined in Article 28 of this Agreement (e.g. for curriculum writing, tutoring, extended school year, and other assignments as may be assigned by the Superintendent or his/her designee) will be paid hourly at a rate of \$30.00/hr.

Appendix E
Coaching Stipends
2017-2020

2017-18	<u>Stipend</u> 2018-19	2019-20	<u>Category</u>	<u>Sport</u>	
\$7,824	\$7,941	\$8,060	Level I	Head Basketball (v) Head Football (v)	(2)
\$5,652	\$5,737	\$5,823	Level II	Head Soccer (v) Asst. Basketball (jv) Head Cheerleading Head Indoor Track Head Outdoor Track Head Baseball (v) Head Softball (v) Football (Asst.) (Coordinators) Head Girls' Volleyball (v) M.S. Athletic Coord.	(2) (2) (2) (2)
\$3,912	\$3,971	\$4,031	Level III	Asst. Basketball (f) Asst. Soccer (jv) Asst. Baseball (jv) Head Tennis Head X-Country Head Golf (co-ed) Indoor Track (Asst.) Cheerleading (Asst.) Outdoor Track (Asst.) Asst. Softball (j.v.) Asst. Girls' Volleyball (jv) Asst. Football (Freshman) Unified Sports	(2) (2) (2) (2) (2) (2) (2)
\$3,043	\$3,089	\$3,135	Level IV A	H.S. Asst. Tennis M.S. Basketball (v) M.S. Baseball M.S. Softball M.S. Soccer (v)	(2) (2)
\$1,739	\$1,765	\$1,791	Level B	M.S. Asst. Basketball (jv) M.S. X-Country M.S. Cheerleading M.S. Asst. Soccer (jv) Unified Sports	(2) (3) (2)

While an incumbent coach employed during the 2013-2014 contract year continues to serve in consecutive seasons for the same sport, he/she shall be paid under the terms and conditions set forth in the 2013-2014 Appendix E-3 between the parties, with the BA Step one rate adjusted to the rate in effect for the applicable year of the Agreement. In the event that the incumbent coach no longer continues to serve in such capacity the newly appointed coach shall move to the Appendix E for the successor agreement. A teacher who currently holds a position and is on an approved leave of absence shall, if s/he is appointed to and returns to the same position, be treated as an incumbent.

Payment for athletic stipends will be made by the Board five times during the school year, as follows:

1. After the conclusion of all middle school fall sports.
2. After the conclusion of all high school fall sports.
3. After the conclusion of all middle school winter sports.
4. After the conclusion of all high school winter sports.
5. After the conclusion of all middle and high school spring sports.

Appendix F

DENTAL PLANS

Benefit	Full Dental A	Flex Dental
Deductible	No deductible. No annual maximum	Category II \$25 deductible Category III \$50 deductible. \$2,000 annual maximum. Separate from annual \$1,000 lifetime maximum on orthodontics
Initial Oral Exam-1 every 36 months	Covered at 100%	Covered at 100%
Periodic Oral Exam-2 times a year	Covered at 100%	Covered at 100%
Prophylaxis-2times a year	Covered at 100%	Covered at 100%
Topical Application of Fluoride	Covered at 100%	Covered at 100%
Space Maintainers to age 19	Covered at 50%	Covered at 100%
X-rays	Covered at 100%	Covered at 100%
Palliative Emergency Treatment	Covered at 100%	Covered at 100%
Fillings	Covered at 100%	Covered at 80%
Root Canal	Covered at 100%	Covered at 80%
Stainless Steel Crowns (Primary Teeth)	Covered at 100%	Covered at 80%
Simple Extractions	Covered at 100%	Covered at 80%
Oral Surgery	Covered at 50%	Covered at 80%
Repair of Dentures	Covered at 100%	Covered at 80%
Relining of Dentures	Covered at 100%	Covered at 80%
Recement of Crowns	Covered at 50%	Covered at 80%
Repair of Bridge	not covered	Covered at 80%
Recement of Bridge	not covered	Covered at 80%
Crowns-1/tooth/5 years	Covered at 50%	Covered at 50%
Post and Core-1/tooth/5 years	not covered	Covered at 50%
Inlays-1/tooth/5 years	Covered at 50%	Covered at 50%
Onlays-1/tooth/5 years	Covered at 50%	Covered at 50%
Periodontics	not covered	Covered at 50%
Prosthetics-1/tooth/5 years	not covered	Covered at 50%
Orthodontics-once per member per lifetime	not covered	Covered up to 50% up to a \$1,000 per member per lifetime to age 19

***All services are payable according to maximum allowable amounts at participating dentists**

***This comparison is a brief description of benefits. This is not a legal document.**

***It is recommended to receive a pre-estimate for services over \$100**

Side Letter of Agreement

Interactive Video

The parties agree to the following side bar letter:

- A. The intent and purpose of interactive video is to provide a vehicle for the co-operative offering, exploration and sharing of educational opportunities among districts.
- B. All interactive video classes must be taught by someone who is qualified for teaching the subject and level of the video class. Assignments to interactive video classes are made in accordance with the provisions of the collective bargaining agreement.
- C. For two way, interactive video classes originating in the Regional School District No. 13 Public Schools, notification of such position shall be posted in all schools. Notice shall include position descriptions and statements of qualifications.
- D. Each year the administration and teacher of the interactive video class shall meet with enrolled students to review student expectations and rules.
- E. For two way, distance learning classes originating in the Regional District No. 13 Public Schools, teacher shall not be required for setting up, maintaining, or dismantling telecommunications equipment, or for handling transmissions.
- F. Distance learning shall not replace a class that would otherwise be offered based upon the enrollment, subject to budgetary considerations.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter "MOU") is made by and between the Regional School District 13 Board of Education (hereinafter the "BOARD") and the Regional School District 13 Teachers' Association (hereinafter the "ASSOCIATION"), both of which are sometimes hereinafter referred to as "the parties".

WHEREAS, the BOARD and the ASSOCIATION are parties to a collective bargaining agreement effective July 1, 2014 through June 30, 2017 (the "Agreement");

WHEREAS, Article 28 of the Agreement, pertaining to Professional Development days, reads as follows:

Article 28 **Employment Year**

- A. To encourage and effect the planning, development and growth of Regional District 13 curriculum, the Board of Education and the Teachers' Association recognize the necessity for in-service type programs, or workshops as an essential part of the professional teachers' responsibility to the system.
- B. Therefore, the employment year for teachers previously employed by the system as established by the Regional Board of Education is to be five (5) working days in addition to the number which students will be in attendance, and for teachers new to the system nine (9) additional working days. For the duration of the contract, the salaries provided in Appendix A will be based upon an employment year for returning teachers of one hundred and eighty-seven days (187) days and for new teachers of one hundred ninety-one (191) days. If the Board adds additional work days to the teacher work year, teachers will be compensated a per diem rate prorated based on 1/187 of the salaries provided in Appendix A or 1/191 for new teachers.

WHEREAS, the March 10, 2017 Professional Development day was cancelled due to snow;

THEREFORE the parties agree to the following to make up that Professional Development time during the 2016-2017 work year:

1. The Board will add 2 hours on to the May 3rd early dismissal PD day.
2. The Board will add 1 hour to the May faculty meeting.
3. The Board will add 1 hour to the June faculty meeting.
4. Each teacher will complete 2 hours of self-directed PD time under the following conditions:
 - The self-directed PD hours will be completed after the end of the contractual day;
 - The self-directed PD hours must be completed on one or two hour increments;
 - The self-directed PD hours must be completed on campus;

- A proposed plan for the self-directed PD hours must be submitted and approved by the building administrator by May 5th; and
- Once approved by the building administrator, each teacher must complete his/her self-directed PD plan by June 15th and submit documentation of completion to the building administrator.

5. In the event that circumstances prevent a teacher from completing the time commitments referenced above in paragraphs 1 through 4, a teacher can access personal leave for such time; or if personal leave has been exhausted, may apply to the building administrator to add additional self-directed time in lieu of the additional time on May 3rd or at the May and June faculty meetings. The building administrator may excuse attendance in cases where the teacher's attendance would cause a personal hardship.

6. The parties agree that parties' agreement to make up the snow day in this individual circumstance as set forth above shall not create a practice or precedent with respect to such issues in the future, nor shall it serve as the history of negotiations pertaining to same.

7. The Association and the Board each agree that they will not file any charge, grievance, demand for relief, or any other type of claim, in any forum, challenging the Board's implementation of this MOU on the terms as described herein.

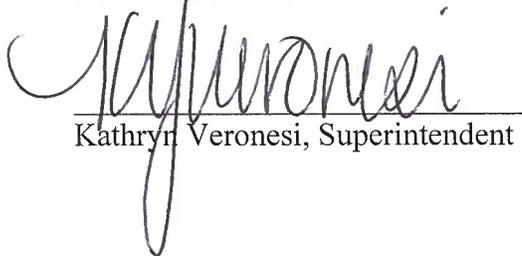
8. The validity, effect and operation of this MOU shall be determined by the laws of the State of Connecticut.

8. The parties affirmatively state that they have a full understanding of the contents of the MOU and the effects thereof; and that they have executed the same voluntarily and of their own free will, without any coercion.

The signatures below indicate that this MOU has been fully approved by the parties and they have the capacity to act on behalf of their representative entities.

Agreed to and approved by the undersigned, this 25 day of April, 2017.

FOR THE BOARD


Kathryn Veronesi, Superintendent

FOR THE ASSOCIATION


Craig Bradanini, Association President

SIDE LETTER

This Side Letter (hereinafter "SIDE LETTER") is made by and between the Regional School District 13 Board of Education (hereinafter the "BOARD") and the Regional School District 13 Teachers' Association (hereinafter the "ASSOCIATION"), both of which are sometimes hereinafter referred to as "the parties."

WHEREAS, the BOARD and the ASSOCIATION have negotiated a collective bargaining agreement that will become effective July 1, 2017; and

WHEREAS, the parties are desirous of making certain changes to the Agreement as set forth herein.

NOW THEREFORE, the BOARD and the ASSOCIATION agree to the following:

Effective July 1, 2017, the Agreement between the parties shall be amended at Appendix D, which shall be revised as follows:

Appendix D

Guidance Counselors and Team Leaders Stipends

		Stipend Amount 2017-2018	Stipend Amount 2018-2019	Stipend Amount 2019-2020
Subject Area Team Leaders – High School 9-12	8% based on BA 1	\$2,797	\$2,853	\$2,910
Applied Arts				
Foreign Language				
Practical Arts				
Science				
Social Studies				
Director of Guidance				
Subject Area Team Leaders – 7-12	8% based on BA 1	\$3,263	\$3,329	\$3,395
*English				
*Mathematics				
Team Leaders – Elementary	5% based on BA 1	\$2,331	\$2,378	\$2,425
Kindergarten				
Grade 1				
Grade 2				
Integrated Day 1/2				
Grade 3				
Grade 4				
Integrated Day 3/4				
Grade 5				
Grade 6				
Integrated Day 5/6				
Team Leaders - Middle	8% based on BA 1	\$3,730	\$3,804	\$3,880
Grade 7				
Grade 8				

Grade 7/8				
Team Leaders - Special Education	8% based on BA 1	\$3,730	\$3,804	\$3,880
Elementary				
Middle School				
High School				
K-12 Music Team Leader		\$5,000	\$5,075	\$5,151
TEAM Mentors		\$1,026	\$1,041	\$1,057

High School Subject Area Team Leaders shall be assigned a maximum of five (5) teaching periods per year, and will not be assigned any duty periods. Subject Area Team Leaders for Math and English shall be assigned a maximum of four (4) teaching periods per year. *

Guidance Counselors and Team Leaders – Beyond Employment Year

Guidance Counselors and Team Leaders who are requested by the Superintendent to work beyond the normal employment year as defined in Article 28 of this Agreement will be paid on a per diem basis of their appropriate annual salary when called in beyond the employment year for the following reasons:

Guidance counselors: for work related to scheduling, new student registration and program development

Team Leaders: for work related to program development and staffing

Other Teachers – Beyond Employment Year

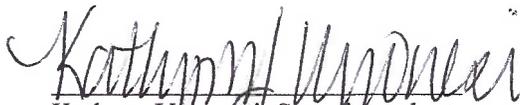
Teachers who are requested by the Superintendent or his/her designee to work beyond the normal employment year as defined in Article 28 of this Agreement (e.g. for curriculum writing, tutoring, and other assignments as may be assigned by the Superintendent or his/her designee) will be paid hourly at a rate of \$30.00/hr. Teachers who are requested by the Superintendent or his/her designee to work the extended school year will be paid an hourly rate as follows:

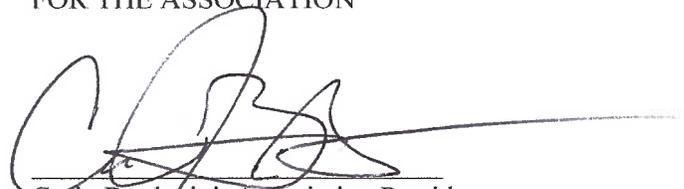
1. ESY Supervisor: \$70/hr
2. Pupil Personnel Staff: \$60/hr
3. Other Certified Staff: \$40/hr

Agreed to and approved by the undersigned, this 19th day of June, 2017.

FOR THE BOARD

FOR THE ASSOCIATION


Kathryn Veronesi, Superintendent

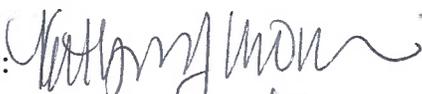

Craig Bradanini, Association President

MEMORANDUM OF UNDERSTANDING

The Regional School District 13 Board of Education (the "Board") and the Regional District 13 Education Association (the "Association") (hereinafter collectively referred to as the "parties"), are parties to a collective bargaining agreement, effective July 1, 2017 to June 30, 2020 (the "Agreement"). The parties enter into this Memorandum of Understanding ("MOU") to address a one-time change in schedule for professional development days for members of the Association ("members" or "teachers") at the end of the 2017-2018 school year and agree as follows:

1. Article 24 of the Agreement establishes the work year for teachers as one hundred eighty-seven (187) days and one hundred ninety-one (191) days for new teachers.
2. Pursuant to Article 24 of the Agreement, the Board had scheduled professional development days for teachers on the one hundred eighty-sixth (186th) and one hundred eighty-seventh (187th) days of the teacher work year (i.e., for returning teachers not subject to the 191-day work year for new teachers to the District), with those two days scheduled as half-days on June 25, 2018 and June 26, 2018, respectively. The parties acknowledge that the Board has the right to schedule and hold such professional development days as previously scheduled under the Agreement.
3. The parties agree that in lieu of the two half-days for teachers scheduled on June 25, 2018 and June 26, 2018 for professional development, the members of the Association shall have one full workday for professional development on June 25, 2018.
4. The terms of this MOU are recognized as a joint agreement by the Board and the Association and the terms thereof shall not be subject to any grievance, administrative, judicial, or other challenge except where necessary to enforce the specific terms of the MOU. The parties agree that this MOU shall not set a precedent, or be cited as a past practice by any party in any proceeding whatsoever.
5. The validity, effect and operation of this MOU shall be determined by the laws of the State of Connecticut.

REGIONAL DISTRICT 13
BOARD OF EDUCATION

By: 

Date: 6/25/18

REGIONAL DISTRICT 13
EDUCATION ASSOCIATION

By: 

Date: 6/25/18