

RETA

Region Eighteen Teachers' Association Contract 2019-2022

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ARTICLE I

Recognition

The Board hereby recognizes the Association as the exclusive representative, as defined in Section 10-153b through 10-153f of the Connecticut General Statutes as amended for the entire group of certificated professional employees of the Board with the exception of administrative staff and temporary substitute teachers.

The Board agrees that it will not negotiate with any organization of teachers other than the Region Eighteen Teachers' Association as long as said Association retains organizational recognition status.

The term "teacher" or member of the unit, as used in this Agreement, except where otherwise indicated, is considered to apply to all certified professional employees with the exception of administrative staff and temporary substitute teachers.

It is recognized that the Board has, and will continue to retain, whether exercised or not, the sole and unquestioned right, responsibility and prerogative to direct the operation of the public schools in the Regional District No. 18, in all its aspects including, but not limited to, the following: to maintain public and secondary schools and other such educational activities as in its judgment will best serve the interests of the Regional District No. 18; to give the children of Lyme and Old Lyme as nearly equal advantages as may be practicable; to decide the need for school facilities; to determine the care, maintenance and operation of buildings, lands, apparatus and other property used for school purposes; to determine the number, age and qualifications of the pupils to be admitted into each school; to employ, assign and transfer certificated personnel; to suspend or dismiss the teachers of the school; to designate the schools which shall be attended by the various children within the District; to make such provisions as will enable each child of school age residing in the District to attend school for the period required by law and to provide for the transportation of children wherever it is reasonable and desirable; to prescribe rules for the management, studies, classification and discipline for the public schools; to decide the textbooks to be used; to make rules for the arrangement, use and safekeeping of the school libraries and to approve the books selected therefore and to approve plans for school buildings; to prepare and submit budgets and at its sole discretion, expend monies appropriated by the towns for the maintenance of the schools and to make such transfer of funds within the appropriated budget as it shall deem desirable. These rights, responsibilities and prerogatives are not subject to delegation in whole or in part, except that the same shall not be exercised in a manner in violation of any of the specific terms and provisions of this agreement. No action taken by the Board with respect to such rights, responsibilities and prerogatives, other than as there are specific provisions herein elsewhere contained, shall be subject to the grievance and arbitration of this agreement.

In consideration of the recognition granted herein, the Association agrees to represent equally all employees included in the unit defined above without regard to membership or participation in, or association with the activities of the Association, or any other employee organization.

ARTICLE II
Professional Negotiation

A. Negotiation Over Successor Agreement

1. The Board and the Association agree to negotiate in good faith, in accordance with procedures set forth in Section 10-153a through 10-153j of the Connecticut General Statutes as amended, to secure a successor agreement. The agreement as negotiated shall bind and inure to the benefit of the Board and the Association.
2. During negotiation, the Board and the Association shall exchange relevant data, points of view and proposals and counterproposals. 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.

B. Negotiation in Case of War or National Emergency

1. In case of war or national emergency, this contract is subject to negotiation upon notice of either party. Such request must be in writing and negotiations shall begin within thirty days following such request.

ARTICLE III
Salaries

1. The salaries of all persons covered by this Agreement are set forth in Appendix "A" which is attached hereto and made a part of this Agreement.
2. All persons covered by this Agreement shall be paid via direct deposit and receive a voucher for the direct deposit via email. Accordingly, all remuneration owed to employees shall be paid via direct deposit. All persons covered by this Agreement shall complete the necessary documentation required for direct deposit.
3. An additional teaching section may be assigned, on a voluntary basis, to a teacher at the discretion of the Superintendent or his/her designee. Additional teaching section assignments will occur in lieu of a planning period and will not prevent said teacher from performing duties as assigned by the Superintendent or his/her designee. In the event that a teacher is assigned an additional section (in accordance with the language set forth herein) the teacher will receive an additional one-eighth (1/8) of his/her base salary for the period of time he/she teaches such additional section (for a full year course, the teacher will receive the additional one-eighth (1/8) for the school year; for a half-year course, the teacher will receive the additional one-eighth (1/8) for one-half of the school year).

ARTICLE IV Dues Deduction

1. Deductions

The Board agrees to deduct from each teacher who has voluntarily signed a membership form with the Association an amount equal to the Association membership dues by means of payroll deductions. The amount of the membership dues deduction from each paycheck shall be equal to the total Association membership dues divided by the number of paychecks from, and including, the first paycheck in September through the last paycheck in June. The amount of Association membership dues shall be certified by the Association to the Board of Education prior to July 15th with the exception of new hires.

2. Subsequent Employment

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

3. Forwarding of Monies

The Board of Education agrees to forward to the Association each month a check for the amount of money deducted during that month. The Board shall include with such check a list of teachers for whom such deductions were made.

4. Lists

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

5. Reference to Association

The singular reference to the "Association" herein shall be interpreted as referring to the Regional District No. 18 Education/Teacher's Association, the Connecticut Education Association and the National Educational Association.

6. Hold Harmless

The Association agrees to indemnify and to save the Board of Education harmless against any and all claims, demands, cost (including attorney's fees), suits or other forms of liability and all court or administrative agency costs that may arise out of, or by reason of, action taken by the Board of Education for the purpose of complying with this article.

ARTICLE V
Teacher Welfare Provision

A. Salary Schedule

1. Teacher's Salary Schedule - effective July 1st to June 30th of current year.
 - a. See Appendix A
 - b. Definitions

The terms used in the above Schedule shall be interpreted and applied in accordance with the following definitions:

Bachelor -- a baccalaureate degree earned at an accredited college or university.

Masters -- a master's degree earned at an accredited college or university.

Sixth Year -- a second master's degree in a discipline other than the discipline in which the initial master's degree was attained, or, the completion of thirty (30) credits prior to the master's or subsequent to the master's in a planned program of study. (The master's degree plus thirty (30) credits in total are required.) Effective with courses started after August 31, 2006, any course(s) credited toward the attainment of the sixth year salary level must be taken at the graduate school level.

Subject to the prior approval of the courses by the Superintendent, any teacher who has received his/her master's degree may then be eligible for sixth-year status if he/she completes thirty (30) additional credit hours in his/her area of teaching assignment. These courses do not have to be part of a planned program but must be taken at an accredited college or university, unless a specific alternative is approved by the Superintendent.

Doctorate -- a doctor's degree earned at an accredited college or university.

- c. Placement

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

- (1) Degree status as defined in section (b) above.
- (2) The Superintendent may place new hires in the salary schedule with up to full credit for relevant teaching experience.
- (3) The Superintendent may give credit for up to two (2) years of satisfactory service in the Peace Corps. That service may have been rendered prior to or subsequent to his/her initial teaching contract.

- (4) The Superintendent may give credit for up to two (2) years of honorable service on active duty, as defined by the Code of Federal Regulations, in the Armed Forces of the United States.

This service may have been rendered prior to or subsequent to his/her initial teaching contract.

- (5) The Superintendent may give credit for up to five (5) years of service in a related field.

The maximum allowance for service in the Peace Corps or the Armed Forces of the United States, or any combination thereof, would be two (2) years credit.

2. Extra-Curricular Salary Schedule -- See Appendix "B."
3. Advancement to a higher salary level may be affected only at the beginning of a school year. Therefore, all credits which entitle a teacher to advancement must be a matter of record before September 1st.

To be eligible for advancement to a higher salary level, teachers must notify the Superintendent in writing by January 1st that they anticipate a change in degree status.

B. Health Insurance

The Board shall provide, after consultation with the unit, such medical, hospital, life and major medical protection as defined in Appendix "C" attached to this Agreement.

C. Protection of Teachers

1. Teachers shall report immediately in writing to their Principal and to the central office all cases of assault suffered by them in connection with their employment.
2. The Board, in turn, agrees to provide all counsel and protection from claim or suit as defined in the Statutes of the State of Connecticut as amended. Statute 10-235 gives, in detail, the legal protection to which teachers are entitled. The Board is to fully meet all obligations as required under this law.

D. Accidental Sickness Benefits

Whenever a teacher is absent from school as a result of an injury or assault arising out of and in the course of his/her employment and for which worker's compensation benefits for temporary disability are due and payable, he/she shall have the option of additionally receiving the difference between worker's compensation benefits and his/her full salary by drawing against his/her annual or accumulated sick leave in proportion to the additional salary benefit received.

E. Professional Development and Educational Improvement

1. All teachers in the Regional District Schools shall be expected to grow professionally over the entire period of their service in our community. Subject to the approval of the Superintendent, the Board shall pay tuition for each teacher up to two thousand dollars (\$2,000.00) per year for courses in their teaching assignment at accredited colleges, universities or professional training schools.
2. Teachers who are required to take a certain number of courses by a degree-granting institution before acceptance into an approved, planned program, when these courses will become part of the eventual approved, planned program, shall receive up to two thousand dollars (\$2,000.00) per year course reimbursement, as long as the teacher:
 - (a) can verify the above from the institution's catalog or designated advisor; and
 - (b) the teacher receives a grade of B or higher.

The two thousand dollars (\$2,000.00) annual maximum reimbursement amount shall include all tuition reimbursement under both sections 1 and 2.

3. In order to qualify for this reimbursement, the concentration of courses must be in their teaching assignment and approved in advance by the Superintendent.
4. Upon acceptance of such tuition aid, the teacher must agree to stay in the service of Regional District Schools for two (2) years or repay the Board the amount of tuition paid. In the event that the employee leaves the Board's employment within two (2) years of receiving tuition aid, the employee shall reimburse the Board for the tuition paid by the Board.

Repayment can be waived by the Board under certain circumstances. The Board shall also pay for all required textbooks; the latter to become the property of the Board and form a professional library.

F. Sick Leave

1. All certified professional employees shall be granted annually fifteen (15) days of sick leave with pay. Unused sick leave shall be accumulated from year to year up to one hundred eighty-five (185) days, so long as the teacher remains continuously in the service of the Board. A teacher on Board approved leave of absence will not lose accumulated sick leave days.
2. For absence for sickness beyond granted leave, employees in all cases who receive sick pay continuation as provided below shall receive their salary reduced by the prevailing substitute rate of pay.
3. On an annual basis, the Board will provide a bank of sick leave days at the beginning of the school year in an amount equal to one (1) day for each teacher

(non-cumulative from school year to school year). Absence for sickness beyond granted leave may be charged to this bank, subject to approval of the Superintendent.

4. Disability associated with pregnancy, miscarriage, abortion, childbirth and the recovery therefrom shall be treated as any other medical disability in accordance with the federal Family and Medical Leave Act (“FMLA”). Sick leave shall be available for use concurrently with FMLA during any such period of disability.
5. Teachers may use their sick days in each contract year for an illness in the teacher’s immediate family. For purposes of this subsection, immediate family shall be defined as the teacher’s spouse, child or parent.

G. Leave of Absence

1. All members of the unit shall be provided with four (4) days of personal leave per contract year, with full pay, subject to approval by his/her immediate supervisor in accordance with the following:

Personal leave is to be used for either personal matters that cannot be attended to outside of the teaching day or for the observance of religious holidays.

Any member requesting the use of the personal leave set forth above shall submit such request, in writing, to his/her immediate supervisor at least three (3) work days in advance. The three (3) work day advance notice shall not be required in the case of an emergency.

Any timely request for leave shall not be unreasonably denied, except in the case of extreme hardship to the school system or if the personal matter could be attended to outside of the teaching day. A teacher whose request for personal leave is denied shall be advised, in writing, of the reason(s) for the denial. All requests for leave must specify the reason, which reason shall be treated as confidential. In exceptional cases, a teacher will be granted a personal leave day without disclosing the reason.

Personal leave shall not be used on the first or last day of the school year, the day before or after a holiday, the day before or after a school recess or during the last two (2) weeks of school (except for either the attendance at the graduation of the teacher, his/her spouse, son or daughter or the attendance at the wedding of the teacher or his/her son or daughter).

The Superintendent may also authorize use of such paid leave days in extraordinary circumstances upon the written request of a teacher. The approval or denial of a request shall not establish a precedent or practice concerning other requests, whether similar or dissimilar.

The Superintendent's decision to deny use of paid leave for extraordinary circumstances (as set forth above) shall not be subject to the grievance procedure set forth herein.

In the event that a teacher does not use all of his/her personal days during the previous contract year, he/she shall be credited with one (1) additional personal day at the commencement of the then current contract year, provided, however, that at no time may a teacher have more than five (5) personal days.

2. Leaves taken pursuant to Section G.1. above shall be in addition to any sick leave to which the member of the unit is entitled.
3. In case of absence for reasons other than those stated that have been granted at the discretion of the Superintendent, there shall be a salary deduction per day at the rate of 1/187 of the contracted salary unless otherwise specifically authorized by the Board of Education.
4. Leaves of absence without pay may be granted for up to two (2) years by the Board, provided the teacher has attained tenure status in the District, for the following reasons:
 - a. Health Leave
Peace Corps Leave
Exchange Teaching Leave
Election to a State or National Teachers' Association office. A sixty (60) day notice and one contract year minimum, one salary increment shall be allowed.
 - b. Childrearing Leave

Subject to the approval of the Superintendent and the Board of Education, a teacher who is the parent of a natural or adopted child may elect a long-term childrearing leave not to exceed a maximum of six (6) consecutive calendar months to be taken within twelve (12) months from the date of birth or adoption of the child.

The teacher electing a childrearing leave shall be bound by the option of returning to duty on either the first day of the school year or the first day of the second semester, provided that different return dates may be allowed by mutual agreement between the teacher and the administration in appropriate circumstances. However, no teacher shall be required to involuntarily return earlier than one (1) of the two (2) dates set forth above. Such leave shall be without pay. A teacher returning from leave of absence will be placed on the salary scale on the step held prior to his/her leave, except in the case where he/she has taught more than one-half (½) of the school year, or through January 31st of the year in which the leave occurred. In that case, the teacher shall be placed on the next step on the salary schedule when returning, provided a new school year has

commenced (and step movement is set forth for such contract year; if not, the teacher shall be placed in accordance with the applicable contract language for such contract year). The returning teacher may be assigned to duty where a vacancy occurs and for which such teacher is certified.

Childrearing leave (as set forth above) shall be designated as leave under the federal family and medical leave act (“FMLA”). Accordingly, the childrearing leave will run concurrently with the FMLA leave (during the period of time the teacher is eligible for leave under the FMLA) and the teacher shall be required to use any accrued sick leave and personal days during the period that is covered under the FMLA in order to receive remuneration during such period of time; the remaining period of time shall be unpaid leave.

c. Military Leave

Military leave shall be provided in accordance with applicable law.

Upon conclusion of a leave of absence without pay, the teacher shall be entitled to reemployment in the position he/she left or in a comparable position for which he/she is qualified and certified, subject to the R.I.F. provisions of this Agreement. To be entitled to the reemployment provisions above, said teacher will notify the Superintendent of his/her intention to return by March 1 of the year of expected return. If notification is not received by said date, the teacher loses entitlement to reemployment.

H. Funeral Leave

Five (5) days of funeral leave with pay shall be granted to teachers for each occurrence of a death in the teacher’s immediate family. For purposes of this subsection, immediate family shall be defined as the teacher’s spouse, child, parent, mother-in-law, father-in-law, brother, sister, brother-in-law, sister-in-law, grandparent or grandchild.

Such leave time shall include the memorial service and/or funeral. If additional time is needed beyond five (5) days for a single occurrence, the teacher may take the time without pay or have it charged to his/her personal leave time only with prior approval of the Superintendent.

One (1) day of funeral leave with pay shall be granted to teachers for each occurrence of a death of the teacher’s aunt, uncle, niece or nephew.

If additional time is needed beyond one (1) day for a single occurrence, the teacher may take the time without pay or have it charged to his/her personal leave time only with prior approval of the Superintendent.

ARTICLE VI Working Conditions

A. School Day

The school calendar and the starting and dismissal times of all schools, shall be set forth by the Board and published annually by no later than May 15th of the previous school year.

The maximum time multi-school teachers are required to be on duty shall be no greater than for teachers who remain at one (1) school except in the case of an emergency, defined as an unexpected or unavoidable occurrence.

Each teacher will be present at his/her assigned classroom or, for non-classroom teachers, at his/her work location a minimum of twenty (20) minutes before the start of the student school day and for a minimum of twenty (20) minutes following the end of the student school day. Building principals and the Superintendent shall have the discretion to excuse individual teachers from all or part of this requirement on a case-by-case basis in instances of extreme hardship, provided that the granting of an excuse shall not be claimed or advanced as a precedent or practice in any other case or cases.

If the Board of Education decides to: (a) lengthen the teacher's workday beyond the then current hours in effect; or (b) lengthen the school year for students beyond one hundred eighty-three (183) days, the Association has the right to bargain the impact, if any, on wages due to either decision by the Board.

The teacher work year shall be a total of one hundred eighty seven (187) workdays, one hundred eighty-three (183) of which shall be teaching (student contact) days.

B. After School Meetings

Teachers may be required to remain after school for a reasonable number of meetings (posted at least one (1) week in advance of each meeting) not to exceed an aggregate duration of four (4) hours per month) for the following staff meetings:

1. Superintendent of Schools, General Staff Meetings or other meetings called by the Superintendent of Schools;
2. General Faculty Meetings called by the school principal; and
3. Subject Field Groups, Grade Leader Groups or Special Groups as authorized by the Superintendent of Schools.

Teachers will be provided with an agenda for each of the aforementioned meetings.

C. Lunch Period

All teachers shall have an uninterrupted duty-free lunch period of no less than twenty-five (25) minutes during a regular work day (provided, if the student lunch period in the school that the teacher is assigned is less than twenty-five (25) minutes, the teacher's lunch period shall be the equivalent of the student lunch period).

D. Preparation and Planning Periods

1. All teachers shall have at least one (1) preparation period per day. This may be altered if a rotating schedule is in use. During this period, teachers may not be assigned to any other duties except in the case of an emergency, defined as an unexpected or unavoidable occurrence.
2. Teachers shall not be assigned classes requiring an unreasonable number of different teaching preparations at any one time, except within the same subject (e.g. - calculus).

E. Non-Teaching Duties

When a teacher assumes a position in the Regional School District, it should be understood that his duties and responsibilities are not limited to just those involved in classroom teaching. A teacher has special responsibilities within the school or school system. These include supervision of students in the cafeteria, on the playground and in the school building, membership on committees such as curriculum development, chaperoning of social activities and trips and any other deemed necessary by the administration. The administrative staff is charged with assigning these responsibilities equitably.

The Board and the Association further agree that a teacher's primary responsibility is to teach and that his energy should, to the extent possible, be utilized to this end. The Board and the Association recognize that teacher aides and part-time clerical and non-teaching employees are useful and necessary in order to implement this principle.

F. Teacher Assignments

1. The teachers shall be notified in writing of their programs for each school year, including the schools to which they will be assigned, the grades and/or subjects that they will teach and any special or unusual classes that they will have, as soon as practicable and under normal circumstances no later than June 1st.
2. All teaching assignments will be made in the best interests of the school and school district as determined by the Administration.
3. No teacher shall, at any given time, be assigned or given responsibility for two (2) or more classes simultaneously except at the teacher's request and with the approval of the principal. Except in the case of an emergency, such assignments

or responsibilities shall be given only in the event of unexpected and unavoidable occurrence.

G. Teacher Transfers

Although the Board and the Association recognize that some transfer of teachers from school to school is unavoidable, they also recognize that frequent transfer of teachers is disruptive of the educational process and interferes with optimal teacher performance.

Therefore, they agree as follows:

1. A list of open positions in District schools that the Board intends to fill shall be posted in each school and delivered to the RETA President via email (at the President's District email address). Preference shall be given in filling such positions on the basis of length of service in the Regional District No. 18 School System, provided that the teacher is qualified for such position (as determined by the Superintendent). Teachers wishing to receive notification of open positions during the summer shall advise the Superintendent's administrative assistant of such desire prior to the end of the school year and will receive notice via their District email address.
2. Notice of transfer shall be given to teacher as soon as practicable and under normal circumstances not later than June 1st.

H. Openings Not Filled by Transfer

1. All openings that the Board intends to fill for positions paying a salary differential, special positions, specialists or special project teachers that are not filled via transfer (as set forth under Article I, Section G), shall be published in every school as far in advance as possible and ordinarily at least fifteen (15) calendar days in advance, together with a job description or statement of qualifications.
2. All teachers shall be given adequate opportunity to make application for such positions; however, all candidates for said position, including those from within the district, shall be reviewed. The candidate appointed shall be the individual whose qualifications best fit the needs of the district; provided, however, if all relevant information indicates two (2) or more applicants are relatively equal, preference shall be shown to the internal applicant and if two (2) or more internal applicants have relatively equal qualifications, preference shall be shown to that applicant who has the most extensive length of service in education. Teachers wishing to receive information about open positions under this section during times other than the school year shall advise the Superintendent's administrative assistant of such desire prior to the end of the school year and will receive notice via their District email address.

I. Teacher Facilities

The Board and the Association agree that at the earliest possible date, each school shall have the following facilities:

1. Space in each classroom in which teachers may safely store instructional materials and supplies.
2. A teacher work area/faculty lounge containing adequate equipment and supplies to aid in the preparation of instructional materials.
3. A conference room, which shall include a telephone, to be used for staff meetings, department meetings, parent conferences, administrative teacher conferences, etc.
4. Well-lighted and clean teacher restrooms.

J. Duty Free Time for the Association President

The Union President of the Regional Eighteen Teachers' Association shall receive one (1) additional duty-free period of approximately forty (40) minutes per week.

In the event that there is more than one (1) Union President, such duty free period shall be limited to one (1) Union President per work week.

K. Reduction in Professional Staff

1. Reasons for Elimination of Teaching Positions

The Regional District No. 18 Board of Education has the sole and exclusive prerogative to eliminate professional staff positions consistent with the provisions of the Connecticut General Statutes. Elimination of professional staff positions may result from decreases in student enrollment, changes in curriculum, organizational patterns or plans, severe financial conditions or other circumstances as determined by the District Board of Education. Professional staff members will be dismissed under this policy only when authorized by the Board of Education and only within the provisions of the following procedure.

2. Notice of Staff Reduction

When the Regional School District No. 18 Board of Education decides a reduction in staff is necessary and the specific position(s) are known, as well as proposed time schedules, RETA will then be notified.

3. Definitions

As outlined herein, the term teacher shall apply to any employee of the District Board of Education who holds a regular certificate issued by the Connecticut

State Board of Education and is employed in a teaching, guidance or administrative position below the rank of Superintendent.

- a. Tenure -- as defined by Connecticut General Statutes.
- b. Non-Tenure -- as defined by Connecticut General Statutes.

4. **Procedure**

- a. Prior to commencing action to terminate a teacher's contract under this procedure, the Board will give every consideration to its ability to eliminate or reduce staff by:
 - (1) Voluntary retirement;
 - (2) Voluntary resignation;
 - (3) Transfer of existing staff members; and
 - (4) Known voluntary leaves of absence.
- b. If the foregoing do not reduce the staff in sufficient numbers and the Board determines that additional reductions in staff need to be accomplished, consideration will be given to terminating para-professionals wherever possible and practicable, in light of the educational needs of the District, before the termination of any teacher.
- c. Non-tenured teachers shall be terminated before tenured teachers. The administration shall recommend non-tenured teachers for termination based upon evaluations and the educational needs of the District.

In the event that the Board decides that it is necessary to terminate tenured teachers, it shall do so on the basis of years teaching or administrative service in education, within and without the Regional School District No. 18 unless the Board finds that the educational needs of the District would clearly be better served by the retention of a teacher with fewer years of service based upon (without intending to create an order of priority):

- (1) Areas of certification;
- (2) Degrees held;
- (3) Teaching experience;
- (4) Qualifications and ability as determined by standard evaluations or performance; and

- (5) The particular needs of the District in light of the teaching positions to be filled.

The Board agrees that it shall not act in an arbitrary and capricious fashion in making any determination under the criteria set forth in 1 - 5 above.

In the event two (2) or more tenured teachers have the same number of years' experience as educators, seniority shall be determined by years of experience within Regional District No. 18.

5. **Reappointment**

- a. The name of any tenured teacher who has been terminated because of the elimination of a position or a reduction in professional staff shall be placed upon a reappointment list and shall remain on such list for two (2) years following the end of the contract year in which the teacher was terminated, provided such teacher does not refuse a reappointment for an equal position or request removal. For the purpose of this section 6.a., equal means the same full-time equivalent.
- b. Any tenured teacher on the reappointment list shall receive a written notice of the existence of a vacant or new position prior to consideration of any other applicant, provided that the tenured teacher is qualified for such position (as determined by the Superintendent). The teacher must respond within ten (10) days of receipt of notice or such teacher shall have waived his right to reappointment.
- c. Tenured teachers who have been terminated are to be rehired in the reverse order of layoff.
- d. A tenured teacher who has been laid off due to a reduction in staff may continue to participate in any group insurance program for the longer of the Cobra period or the duration of the current contract, provided such teacher pays the full cost for the premium for such coverage and that the provisions of the appropriate group policy permit such continuation.
- e. In the event of recall, the teacher shall retain all rights accrued at the time of termination including placement on the salary schedule and remaining unused sick days.

6. **Reappointment of Non-Tenured Teachers**

- a. The name of any non-tenured teacher whose service has been terminated because of the elimination of a position or reduction in professional staff shall be placed upon a reappointment list and shall remain on such list for the remainder of the contract year in which such teacher was terminated. For the purpose of this section 7. a., the end of the contract year shall be July 31st.

- b. Any non-tenured teacher on the reappointment list for the duration of his/her contract shall receive a written notice of the existence of a vacant or new position prior to consideration of any other applicant provided that the non-tenured teacher is qualified for such position (as determined by the Superintendent). The teacher must respond within ten (10) days of receipt of notice or such teacher shall have waived his/her right to reappointment.
- c. Non-tenured teachers laid off are to be rehired in the reverse order of layoff within his/her contract year.

7. **Part-time Teachers**

- a. Nothing herein shall require the Board to offer a part-time teacher (less than .50) a full-time position because of the elimination of a position or reduction in professional staff even though the part-time teacher whose contract is to be terminated is qualified and/or certified for the position.

L. Non-Discrimination

No teacher shall be discriminated against by the Board or the Union. An alleged violation of this provision shall not be subject to the grievance procedure.

**ARTICLE VII
General Provisions**

A. Subject to State Statute

It is understood that this Agreement is subject to, and shall operate within the framework of, the Statutes of the State of Connecticut.

B. Administrative Policy

It is understood that teachers shall continue to serve under the direction of the Superintendent of Schools and in accordance with the Board and administrative policies and rules and regulations, provided that the provisions of this Agreement shall supersede and prevail over any conflicting provisions.

C. Teacher Evaluation

Teacher evaluations shall be in accordance with applicable Connecticut General Statutes and regulations.

D. Association Representative Time

When it is necessary for official representatives of the Association to engage in Association activities directly relating to the Association's duties as representatives of the teachers, they shall be given such free time, without loss of pay, as is necessary to perform any such activities, provided such free time has been approved in advance by the Superintendent or his/her designee.

The Association and its officers recognize and agree that this privilege should not be abused.

E. Contract Validity

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

F. Substitute Teachers

Positions which will be vacant for at least one (1) semester shall, to the extent possible, be filled by personnel who have met state certification requirements. After a trial period not to exceed forty (40) working days or sooner (at the discretion of the Superintendent), the certified substitute teacher shall be given a substitute teaching contract and be paid at the appropriate rate on the salary schedule as if the teacher had been originally employed as a teacher. If a certified substitute teacher is unavailable, the vacancy shall be filled by qualified, non-certified personnel. A non-certified substitute teacher shall receive temporary substitute's pay throughout the period of his/her appointment.

In the event that the regular teacher is absent, the Board agrees to make a reasonable effort to provide a substitute other than a regular teacher. An exception to this may be made in the event a group of teachers working together wish to have no substitute.

G. Summer Committee Work

Special summer curriculum study and development projects authorized by the Superintendent shall be compensated at a rate as specified on the Extra-Curricular Activities Schedule. Participation on these committees shall be on a voluntary basis.

H. Homebound Instruction

Teachers assigned to provide Homebound Instruction will be compensated at a rate as specified on the Extra-Curricular Activities Schedule. There will be no additional reimbursement for travel as travel costs are included in establishing the above rate. Participation in Homebound Instruction shall be on a voluntary basis.

ARTICLE VIII Grievance Procedure

A. Definition of a Grievance

A grievance shall mean a complaint by a teacher that his rights under the specific language of this agreement have been violated, or that as to him there has been a misapplication or misinterpretation of the specific provisions of this agreement.

B. Purpose

The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to professional problems qualifying as grievances. Proceedings and records shall be kept confidential and such records shall not become a part of any individual's personnel file. Where time limits are specified, these limits are maximum and every effort should be made to respond promptly.

"Days" shall mean days when school is in session, except after May 1st when days shall be all days of the week so that the matter may be resolved before the end of the school term or as soon as possible thereafter.

Any grievance withdrawn from arbitration will be paid for by the party withdrawing. Only those costs of the arbitrators will be applicable.

Any compensatory awards made by the arbitrators will not be retroactive past the date the grievance was initiated.

"Party in interest" shall mean the person or persons making the complaint, including their designated representative as provided 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.

Since a grievance procedure is established to resolve difficulties in an equitable and orderly manner, it is to be understood that all professional members covered by this Agreement will continue to function in the normally expected manner at least until the grievance and its consequences have been fully determined.

C. Procedure

Level One:

A teacher, or a group of teachers with the same grievance, shall discuss it informally with his immediate superior or principal and attempt to resolve the matter. The teacher may be accompanied by the Association representative at this level, if the teacher so chooses. Such a grievance must be initiated within twenty (20) days of the time the teacher knew or should have known of its occurrence. In the event of illness or leave of absence, the twenty day period shall commence when that teacher returns to active duty.

Level Two:

Should the aggrieved teacher be dissatisfied with the outcome of the prior step, the teacher, with the approval of the Association, may present his/her grievance in writing to the principal setting forth the facts, the alleged infraction, misinterpretation or violation, and the basis for dissatisfaction with the resolution offered in the prior step. The Association representative must sign the grievance. The principal shall respond to the grievance, in writing, within ten (10) days of receipt of the grievance and provide a copy for the Association.

Level Three:

If the aggrieved is dissatisfied with the above written reply, he may, within ten (10) days, with the Association's approval, appeal the decision to the Superintendent. Such appeal must be in writing, setting forth the basis for dissatisfaction and must have the Association's written endorsement signed by its representative.

The Superintendent must investigate the complaint and may order a hearing for such purposes within fifteen (15) days. At such a hearing, the Association representative has a right to be present with the aggrieved. The Superintendent, unless the time is extended by mutual agreement, must report, in writing, to the aggrieved within five (5) days after appeal or hearing, as may be appropriate, giving a statement of facts, as he has determined them and his decision. A copy of his report is to be provided to the Association.

Level Four:

If the aggrieved is not satisfied with the Superintendent's report, he may, within five (5) days after receipt of the report and with the written approval of the Association, request the Board of Education or its designated committee, to review the decision. The Board or its committee shall, within ten (10) days of receipt of such appeal, meet with the aggrieved and his Association representative. The Board shall give written answer to the teacher and the Association representative within ten (10) days of such a meeting.

Level Five:

No complaint is grievable beyond "Level Four" unless one is claiming a violation of rights granted under this agreement. The Association may file such an appeal on behalf of a teacher and the expenses of arbitration are to be borne equally by the Association and the Board of Education.

Notice of the Association's intent to invoke arbitration must be given to the Superintendent of Schools within five (5) days of the Association's receipt of the Board's answer at Level Four.

Within ten (10) days of the filing of the intent to arbitrate, or sooner, the Chairman of the Board of Education or a member of the Board designated by the Chairman shall meet with the Association President and jointly select a Tri-partite Board of Arbitrators. If within ten (10) days a joint selection has not been made, then either party may apply to the American Arbitration Association to select the third Arbitrator. The Arbitrators shall hear and decide only the single issue submitted. They shall be bound by the terms of the Agreement. The Arbitrators shall,

within thirty (30) calendar days of their hearing, render a decision, in writing, setting forth facts found and their decision. The decision of the Arbitrators shall be binding and final as provided by law. Copies of the decision shall be rendered to the Board, the Association and the aggrieved.

Hearings held in the case of arbitration shall be held at a time and a place affording a fair and reasonable opportunity for all involved to attend. If it is mutually agreed by both parties to hold the hearing during school hours, then all who participate shall be excused for that purpose, without loss of pay.

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 an acceptance of the decision rendered at that level.

Failure by the Administration to render his/her decision within specified time limits shall be deemed to be a denial of the grievance.

Any party in interest may be represented at Levels Four and Five of the formal grievance procedure by a counsel of his own choosing, except that he may not be represented by a representative or an officer of any teacher organization other than the Association.

Since the purpose of a grievance procedure is to assure communication to all levels and to provide a means for settling difficulties (thus promoting understanding and high morale), it is to be understood that no reprisals of any kind are to be taken by any parties against those who seek to use the grievance procedure or who are participants in any portion of any grievance proceeding.

This procedure shall be null and void whenever an aggrieved party files for remedial action with any Governmental body, court or board other than those participants and Board outlined in this procedure. This clause applies to the grievance being processed only and in no way prohibits any grievance on other matters.

If the grievance occurs as the result of an action of other than the teacher's immediate superior or affects a group of, or class of, teachers, the grievance may be processed immediately at the level at which it occurs. The informal meeting at this step will take place first, however.

The Association may, if it so desires, call upon the professional services of the Connecticut Education Association for consultation and assistance at any stage in the procedure. Participation in the grievance procedure by the CEA must be at or above the Superintendent level.

ARTICLE IX

Just Cause

The Administration may impose disciplinary action upon teachers including verbal warnings (memorialized in writing), written warnings, increment withholding, suspension without pay and withholding of negotiated increase for teachers at maximum. In all cases involving verbal warnings (memorialized in writing), written warnings, withholding of increment or negotiated raises, or disciplinary suspensions without pay, such action will only be taken for just cause and may be challenged through the grievance/arbitration provisions of this Agreement. Any decision

to withhold an increment or a negotiated pay increase will be based upon employee performance evaluation in accord with the Region 18 Teacher Evaluation Plan. Nothing in this section shall be applicable to the nonrenewal or termination of teachers, and all matters concerning such action shall be handled in accordance with Connecticut General Statutes Section 10-151.

ARTICLE X
Duration

The Agreement will be for a term of three (3) years, effective as of July 1, 2019 and will remain in full force and effect until June 30, 2022.

If the total cost of a group health plan or plans offered under this Agreement meets the thresholds that would trigger an excise tax under the Internal Revenue Code Section 4980I, the parties agree to reopen this Agreement for mid-term negotiations in accordance with the Teachers Negotiations Act.

During such mid-term negotiations, the parties will reopen Article V (including the related appendices of the contract) for the sole purpose of negotiating modifications to the current plan design or a substitute health insurance plan and premium share contributions. No other provisions of the contract will be reopened during such mid-term negotiations.

*Co-President of Region Eighteen
Teachers' Association*

Date

*Co-President of Region Eighteen
Teachers' Association*

Date

*Chief Negotiator of Region Eighteen
Board of Education*

Date

*Chair of Region Eighteen
Board of Education*

Date

**REGIONAL SCHOOL DISTRICT EIGHTEEN
Lyme-Old Lyme, Connecticut**

**APPENDIX A
Salary Schedule 2019-2020**

	BA	MA	6TH YR
Step			
1	47,611	51,891	54,460
2	49,009	53,260	56,097
3	50,710	54,965	57,800
4	52,411	56,666	59,502
5	54,113	58,367	61,204
6	55,813	60,068	62,903
7	57,515	61,770	64,607
8	59,220	63,471	66,309
9	60,918	65,174	68,010
10	62,623	66,876	69,714
11		69,428	74,659
12		74,434	80,464
13		80,584	85,581
14		88,713	94,341

183 Instructional Days plus 4 Non-Student Instructional Days

Effective July 1, 2019, all teachers not at the maximum step shall move up one (1) step from their 2018-2019 step.

**REGIONAL SCHOOL DISTRICT EIGHTEEN
Lyme-Old Lyme, Connecticut**

**APPENDIX A
Salary Schedule 2020-2021**

	BA	MA	6TH YR
Step			
1	48,563	52,929	55,549
2	49,695	54,006	56,883
3	51,420	55,735	58,609
4	53,145	57,459	60,335
5	54,870	59,185	62,061
6	56,595	60,909	63,784
7	58,320	62,635	65,511
8	60,049	64,360	67,238
9	61,771	66,087	68,962
10	63,500	67,812	70,690
11		70,400	75,705
12		75,477	81,590
13		81,713	86,779
14		90,265	95,992

183 Instructional Days plus 4 Non-Student Instructional Days

Effective July 1, 2020, all teachers not at the maximum step shall move up one (1) step from their 2019-2020 step.

**REGIONAL SCHOOL DISTRICT EIGHTEEN
Lyme-Old Lyme, Connecticut**

**APPENDIX A
Salary Schedule 2021-2022**

	BA	MA	6TH YR
Step			
1	49,534	53,988	56,660
2	50,565	54,951	57,878
3	52,320	56,710	59,635
4	54,075	58,465	61,390
5	55,831	60,220	63,147
6	57,585	61,975	64,900
7	59,341	63,731	66,658
8	61,100	65,486	68,414
9	62,852	67,243	70,169
10	64,611	68,999	71,927
11		71,632	77,030
12		76,797	83,018
13		83,143	88,298
14		91,845	97,671

183 Instructional Days plus 4 Non-Student Instructional Days

Effective July 1, 2021, all teachers not at the maximum step shall move up one (1) step from their 2020-2021 step.

**REGIONAL SCHOOL DISTRICT EIGHTEEN
Lyme-Old Lyme, Connecticut**

**APPENDIX A
Longevity**

Longevity payments will be made according to the following experience table.

<u>YEARS OF EXPERIENCE</u>	<u>AMOUNT</u>
19	100
20	200
21	300
22	400
23	500
24	600
25	700
26	800
27	900
28	1,000
29	1,100
30	1,200
31	1,300
32	1,400
33	1,500
34	1,600
35	1,700
36	1,800
37	1,900

A teacher with a doctorate in his/her specific area of teaching assignment, as determined by the Superintendent, shall receive an honorarium of one thousand dollars (\$1,000.00) per annum.

Longevity benefits/payments under this Agreement shall be available only to eligible bargaining unit members who are employed as teachers in the RETA bargaining unit as of August 31, 2000. All teachers hired on and after September 1, 2000 shall be ineligible for longevity benefits/payments, it being the intention of the parties to eliminate the longevity benefits/payments by grandparenting existing staff as of August 31, 2000 and denying the longevity benefits/payments entirely to all teachers hired after that date.

**REGIONAL SCHOOL DISTRICT EIGHTEEN
Lyme-Old Lyme, Connecticut**

**APPENDIX A
Salary Cap Agreement**

Newly hired teachers employed by the Regional District No. 18 Board of Education after September 1, 1989, will have their salary capped at Step Ten (10) of the BA Salary Schedule unless they move onto the MA or 6th Year Salary Schedule.

APPENDIX B

Extracurricular Activities

The Regional School District Eighteen Board of Education retains the sole right to offer or withdraw an extra-curricular activity.

Stipends and other compensation for extracurricular activities are offered by the Board of Education for work done with students above and beyond the regular teaching assignment and/or beyond regular teaching hours as defined in this Agreement.

All positions are appointed on an annual basis. The Superintendent of Schools shall approve all extra-curricular assignments. The Board of Education shall issue a Notice of Appointment to Extra-Curricular Assignment which shall state the salary of the assignment and scope of the assignment. The Appointment to Extra-Curricular Assignment shall be signed by the Superintendent or his/her designee and the individual appointed to an activity.

For the purposes of this section, an intramural program will be defined as:

- An extracurricular enrichment activity that is offered for a limited time period such as a season, a quarter, or a trimester.
- Coaches and advisors of these programs may be considered to receive compensation based on the hourly rate established in Appendix B.

A club will be defined as:

- An approved group that meets regularly on a long term basis such as the full school year or multiple years.
- Coaches and advisors of clubs may be considered to receive a stipend as compensation based on the stipend amount established in Appendix B.

When a new club is considered, the following procedure should be followed:

- An interested party must receive written approval from the principal(s) of the building(s) in which the club will be offered. In order to be considered for approval, the advisor or coach must demonstrate that the duties related to such club are beyond those designated as the basic teaching responsibility.
- The advisor or coach of a club that seeks to be considered for compensation for management of said program must adhere to the following minimum time requirements:
 - A club should meet at least twice per month for a minimum of one hour per meeting but no less than twenty hours over the course of the entire school year.
- The advisor or coach of a newly approved club may receive compensation equivalent to a coach's aide as defined in Appendix B for the first two school years during which the

activity takes place. At the conclusion of the club's program, the advisor or coach must submit to the principal(s) evidence of student participation including but not limited to:

- Number of students who participated.
- Number of hours students participated.

After the successful coordination of two (2) years of an approved club, the Superintendent will determine whether such club provides a benefit to the district worthy of a stipend. Should that determination be made, the proposed stipend will be established based on existing stipends for similar clubs. Final approval for funding by the Board of Education will be considered during the annual budget process.

Stipend positions will be reviewed annually and may be adjusted or eliminated based on student interest level, funding, and needs of the district as determined by the Superintendent and the Board of Education.

The Principal, in conjunction with the Athletic Director, shall be permitted, instead of canceling a sport altogether, to offer the activity on a club or substantially reduced interscholastic level. If a sport is determined to be a club or reduced level activity for any given reason, the salary would be equal to one-half of the salary paid on a full interscholastic basis. The Superintendent, as agent for the Board, must approve such changes.

If an extracurricular activity listed in Appendix B has not been offered for two (2) school years, that extracurricular activity will be removed from the list of stipends upon written approval of the RETA President and the Superintendent. Removal of clubs, activities, or sports will not establish the need for successor negotiations over any other aspect of this agreement.

The assignment to Summer Curriculum Work and Homebound Instruction shall be assigned at the discretion of the Superintendent of Schools.

Subject to the approval of the Superintendent, the Board shall pay seventy-five percent (75%) of the cost of courses taken for certification as a Coach in the State of Connecticut. Upon acceptance of such reimbursement and upon approval of the Superintendent, a coach must agree to serve in the capacity of a coach for two years or repay the Board the amount of reimbursement.

It is the intent and desire of the Board and the Association that teachers will commit fully to the process of educating the students of Regional School District No. 18. Teachers are highly encouraged to further that commitment by working with students through extracurricular offerings. To that end, teachers who are paid a stipend for an extracurricular activity involving Regional School District No. 18 students will work closely with the administration to ensure said teacher is meeting his/her primary obligation as a teacher while providing proper supervision and instruction in the extracurricular activity to which he/she is assigned.

Category	Varsity	2019-2020	2020-2021	2021-2022
D	Girls Gymnastics	3,413	3,472	3,533
D	Unified Sports	3,413	3,472	3,533
C	Swimming	4,530	4,609	4,690
C	Boys Cross Country	4,530	4,609	4,690
C	Girls Cross Country	4,530	4,609	4,690
C	Girls Volleyball	4,530	4,609	4,690
C	Boys Fencing	4,530	4,609	4,690
C	Girls Fencing	4,530	4,609	4,690
C	Boys Indoor Track	4,530	4,609	4,690
C	Girls Indoor Track	4,530	4,609	4,690
C	Boys Track	4,530	4,609	4,690
C	Girls Track	4,530	4,609	4,690
C	Boys Tennis	4,530	4,609	4,690
C	Girls Tennis	4,530	4,609	4,690
C	Boys Golf	4,530	4,609	4,690
B	Boys Soccer	6,017	6,123	6,230
B	Girls Soccer	6,017	6,123	6,230
B	Baseball	6,017	6,123	6,230
B	Softball	6,017	6,123	6,230
B	Boys Crew	6,017	6,123	6,230
B	Girls Crew	6,017	6,123	6,230
B	Boys Lacrosse	6,017	6,123	6,230
B	Girls Lacrosse	6,017	6,123	6,230
A	Boys Basketball	6,292	6,402	6,514
A	Girls Basketball	6,292	6,402	6,514

Category	Junior Varsity/Freshman	2019-2020	2020-2021	2021-2022
C	Asst Fencing	3,413	3,472	3,533
C	Girls Volleyball	3,413	3,472	3,533
C	Outdoor JV Track	3,413	3,472	3,533
C	Indoor JV Track	3,413	3,472	3,533
B	Boys Soccer	4,460	4,538	4,617
B	Girls Soccer	4,460	4,538	4,617
B	Baseball	4,460	4,538	4,617
B	Softball	4,460	4,538	4,617
B	Boys Crew	4,460	4,538	4,617
B	Girls Crew	4,460	4,538	4,617
B	Boys Lacrosse	4,460	4,538	4,617
B	Girls Lacrosse	4,460	4,538	4,617
A	Boys Basketball	4,826	4,910	4,996
A	Girls Basketball	4,826	4,910	4,996

Category	Middle School	2019-2020	2020-2021	2021-2022
C	Boys Cross Country	3,383	3,442	3,502
C	Girls Cross Country	3,383	3,442	3,502
B	Boys Soccer	3,901	3,969	4,038
B	Girls Soccer	3,901	3,969	4,038
B	Baseball	3,901	3,969	4,038
B	Softball	3,901	3,969	4,038
A	Boys Basketball	4,113	4,185	4,258
A	Girls Basketball	4,113	4,185	4,258

Other Athletic Positions	2019-2020	2020-2021	2021-2022
Coaches' Aide	698	710	723
Intramural Coaches	38.21/hr	38.88/hr	39.56/hr

ADVISORS/CLUBS

Category	Position	2019-2020	2020-2021	2021-2022
I	Ski Club Advisor	448	456	464
I	Elementary School Asst. Musical Director	448	456	464
I	Elementary School Asst. Advisor Student Council	448	456	464
II	Elementary School Yearbook Advisor	697	709	722
II	Elementary School Site Coordinator Town Meeting	697	709	722
II	Elementary School Editorial Board Director	697	709	722
III	FBLA Manager	980	997	1,014
III	Elementary School Musical Director	980	997	1,014
III	Intramural Coordinator	980	997	1,014
III	Alt PE Coordinator	980	997	1,014
III	High School Stage Manager	980	997	1,014
III	Middle School Stage Manager	980	997	1,014
IV	Middle School Band Director	1,417	1,442	1,467
IV	Middle School Choral Director	1,417	1,442	1,467
IV	American Field Service	1,417	1,442	1,467
V	High School Class Advisor	1,802	1,834	1,866

V	National Honor Society Advisor	1,802	1,834	1,866
V	Spanish National Honor Society	1,802	1,834	1,866
V	Community Service Club	1,802	1,834	1,866
VI	High School Assistant Drama	1,993	2,028	2,064
VI	Middle School Assistant Drama	1,993	2,028	2,064
VI	Middle School Student Council	1,993	2,028	2,064
VII	High School Bowl Advisor	2,417	2,459	2,502
VII	Math Team Advisor	2,417	2,459	2,502
VII	Debate Team Advisor	2,417	2,459	2,502
VII	High School Newspaper	2,416	2,458	2,501
VII	Middle School Yearbook Advisor	2,417	2,459	2,502
VIII	High School Student Council	3,164	3,220	3,276
VIII	High School Assistant Yearbook Advisor	3,164	3,220	3,276
IX	High School Drama	4,363	4,439	4,517
IX	Middle School Drama	4,363	4,439	4,517
IX	High School Yearbook Advisor	4,363	4,439	4,517
X	High School Band Director Music Director	5,742	5,842	5,944
X	High School Choral Director Music Director	5,742	5,842	5,944
X	Science Olympiad	5,742	5,842	5,944
X	Robotics	5,742	5,842	5,944

Curricular Assignments

Area Coordinators	2019-2020	2020-2021	2021-2022
English 6-8	1,623	1,651	1,680
English 9-12*	2,164	2,202	2,241
Social Studies 6-8	1,623	1,651	1,680
Social Studies 9-12*	2,164	2,202	2,241
World Language K-12	3,787	3,853	3,921
Science 6-8	1,623	1,651	1,680
Science 9-12*	2,164	2,202	2,241
Business and Technology Education 9-12*	2,164	2,202	2,241
FCS & Technology Education 6-8	1,623	1,651	1,680
Virtual High School	3,787	3,853	3,921
Math 6-8	1,623	1,651	1,680
Math 9-12*	2,164	2,202	2,241
Art K-12	3,787	3,853	3,921
Music K-12	3,787	3,853	3,921
Library Media K-12	3,787	3,853	3,921
Health/PE K-12	3,787	3,853	3,921
Guidance 6-12	5,589	5,687	5,786
School Psychologist K-12	1,802	1,834	1,866
Speech Pathologist K-12	1,802	1,834	1,866
Special Education 6-8	1,623	1,651	1,680
Special Education 9-12	2,164	2,202	2,241

*includes release time from duty for HS teachers

Middle School Team Leaders	2019-2020	2020-2021	2021-2022
6th Grade	1,802	1,834	1,866
7th Grade	1,802	1,834	1,866
8th Grade	1,802	1,834	1,866
Unified Arts	1,802	1,834	1,866

Instructional Work	2019-2020	2020-2021	2021-2022
Summer Curriculum Committee Work	38.21/hr	38.88/hr	39.56/hr
Homebound Instruction	38.21/hr	38.88/hr	39.56/hr
Guidance Counselor Summer Work	306.27 per day	311.63 per day	317.08 per day

Elementary Leadership	2019-2020	2020-2021	2021-2022
Teacher in Charge	1,802	1,834	1,866
Elementary PK-5 Team Leaders	1,802	1,834	1,866

The employee employed during the 2015-2016 school year in the Middle School Yearbook Advisor position will receive a grandfathered salary amount with an increase equivalent to the GWI for any future consecutive years of employment in the same position, as set forth above. This will remain in effect until the employee no longer serves in that position.

APPENDIX C

Health Insurance

Change in Carrier

The Board of Education may provide insurance under a different policy or policies, for all or some of the health insurance benefits set forth herein provided that the different insurance provides substantially the same level of benefits or better as the then current insurance plan when viewed on an overall plan benefit basis. Prior to implementing any change in carrier, the Board will notify RETA of its intention to change, and RETA shall have thirty (30) calendar days to review the proposed change in carrier(s). If RETA does not agree that the different insurance desired by the Board is substantially the same level of benefits or better as the then current insurance plan when viewed on an overall plan benefit basis within twenty (20) calendar days after the end of the review period, RETA may file a grievance directly at Level 5 under the contract grievance procedure (arbitration). The *status quo* shall be maintained during the pendency of any such grievance/arbitration proceeding.

Voluntary Waiver of Insurance Coverage

Members of the bargaining unit who are eligible for insurance coverage under this section may voluntarily elect in writing to waive such coverage, in whole, provided that such waiver does not conflict with the rules regulations or other requirements of the appropriate insurance carriers. Teachers electing such a waiver shall receive periodic cash payments from the Board in the amount of \$2,500.00 per year, while the waiver is in effect. Life Insurance and Disability Insurance shall not be terminated by a waiver, and shall remain in effect. The provisions set forth herein regarding an employee's ability to waive insurance coverage shall not apply when the employee's spouse is enrolled in an insurance plan offered by the Board.

In order to exercise this waiver option, teachers must apply in writing to the Superintendent not later than June 30th in any year, with such waiver to be effective the following September 1st. All waiver applications must be completely voluntary on the part of the staff member and must be accompanied by a signed waiver of coverage document acceptable to the Board and the carrier(s). If the waiver is acceptable to the Board and the applicable insurance carrier(s) it shall be effective as of September 1 and shall remain in effect until revoked as provided below. Teachers whose waiver applications are acceptable to the applicable insurance carrier(s) shall receive periodic payments of the waiver amount as determined by the Board.

There shall be an annual open enrollment window of June 1st - June 30th, at which time an employee may choose to reinstate or waive his/her insurance for the fiscal year commencing September 1st. All such reinstatements shall be subject to all the rules of the applicable insurance carrier(s), including but not limited to, any mandatory waiting periods.

High Deductible Health Plan (HDHP)

Effective during the term of this Agreement, the Board will provide a High Deductible Health Plan (HDHP) to full-time employees that elect to participate. The program shall be offered on a contract year basis with open enrollment to be available in May.

The HDHP shall have a \$2,250.00 single and \$4,500.00 two-person/family deductible for in network services. Prescription drugs are covered as part of the program and are subject to the deductible.

Once the deductible is met there shall be no coinsurance in network for covered services, except for prescriptions. Upon satisfaction of the HDHP deductible, prescriptions are subject to a managed three tier drug rider with co-pays of \$5 Generic/ \$25 Brand Name/ \$40 Non Formulary Brand Name co-pay (unlimited maximum) (2x retail co-payment for 90-day supply).

Out of network services will be subject to a 70% plan/30% member coinsurance to a combined in-and-out-of-network coinsurance maximum of two thousand two hundred fifty dollars (\$2,250.00) for the individual and four thousand five hundred dollars (\$4,500.00) for the family, for a combined in-and-out-of-network out-of-pocket maximum of four thousand dollar (\$4,000.00) for the individual and six thousand eight hundred fifty (\$6,850.00) for the family.

Enrollees in the HDHP shall have a Health Savings Account (HSA) to defray deductible expenses.

In year one of the contract (July 1, 2019 through June 30, 2020) the Board agrees to contribute forty-five percent (45%) of the deductible.

In year two of the contract (July 1, 2020 through June 30, 2021) the Board agrees to contribute forty-five percent (45%) of the deductible.

In year three of the contract (July 1, 2021 through June 30, 2022) the Board agrees to contribute forty-five percent (45%) of the deductible.

In each year of the contract one-half (1/2) of the Board's contribution toward the deductible shall be deposited in the HSA bank account of the employee on or about July 1st and the remaining one-half (1/2) of the Board's contribution shall be deposited in the HSA bank account of the employee on or about January 1st.

The employee's contribution toward the deductible shall either be, at the employee's option, via payroll deduction or contributed directly by the employee in his/her Health Savings Account (HSA) bank account.

A HSA is not health insurance, it is a bank account. The parties acknowledge that the Board's contribution toward funding the deductible is not an element of the underlying plan, but rather relates to the manner in which the deductible shall be funded for active employees.

Additionally, the Board will provide Vision Care in accordance with the Vision Care Plan set forth below and full service dental Insurance with Rider A (with the employee being responsible for the premium share contribution set forth below).

EMPLOYEE PREMIUM SHARE CONTRIBUTIONS

For the HDHP insurance, the employee will pay the following percent of the premium costs: for coverage via payroll deduction, regardless of the coverage level (single, single plus one or family) selected:

<u>2019-2020</u>	<u>2020-2021</u>	<u>2021-2022</u>
18.5%	19%	19.5%

A health reimbursement account (“HRA”) will be offered to any teacher eligible for health insurance who is not eligible for a HSA. The Board’s annual contribution toward the HRA shall be equal to the annual contribution toward the HSA (based upon the teacher’s level of insurance (single, single + 1 or family)).

A new employee shall be eligible for coverage under the health and dental insurance plans offered by the Board effective on the first day of the month subsequent to the date that he/she commences work for the Board.

Additionally, an employee shall receive a prorated contribution toward his/her HSA, if the employee: (a) is hired by the Board after the commencement of the applicable plan year; or (b) he/she elects health insurance after the commencement of the plan year due to a change in status.

The prorated amount of the contribution shall be based on the first day that the employee is covered under the plan through June 30th of the applicable contract year.

The Board of Education will provide the following insurances at no costs to teachers:

Full Term Life and Accidental Death and Dismemberment Insurance \$50,000.00 for the individual teacher.

Retiring Teachers

Retiring Teachers employed by Regional School District Eighteen who have qualified for retirement with the Connecticut State Retirement Board, may fully participate in one or more group health insurance plans maintained by Regional School District Eighteen. Premiums for membership cost, up to one hundred percent (100%) of the premium, will be paid by the retired teacher. The Board shall not be responsible for any portion of the deductible under the HDHP for retiring or retired teachers.

Premium payments due by the teacher shall be submitted to the Office of the Superintendent of Schools no later than the fifteenth of each month.

Health Insurance “Age Out” Provision

Eligible dependents of insured teachers may be covered as dependents as provided by state statute.

Explanatory Summary of Benefits

An explanation/description of insurance benefits is attached to this Agreement. It is understood and agreed that this explanation document is not an insurance policy and is intended only as a Description or summary of insurance coverage. Should there be any variance between the summary descriptions contained on the attached and the provisions of the insurance policies, the policies shall prevail.

Insurance Coverage Reopener Negotiations in Event of National or State Health Care Legislation

If at any time prior to or during the term of this contract, Congress or the State of Connecticut enacts national and/or state health coverage care or similar legislation applicable to teachers, either or both parties shall have the right to reopen contract negotiations limited to medical and related dental and vision insurance coverage provided employees in this Agreement. Such negotiations shall be conducted in accord with provisions of the Teacher Negotiating Act relating to reopener negotiations occurring during the term of an existing contract.

VISION CARE PLAN

CIGNA VISION RIDER OFFERS:

- ◆ **Yearly eye examinations for vision corrections**
- ◆ **Coverage for prescription lenses (single-vision, bifocals, trifocals), frames, and contact lenses with fitting, adjustment and aftercare for maintenance of comfort and efficiency.**
- ◆ **In-plan and out-of-plan coverage.**

VISION EXAM COVERAGE:

Exam with dilation of pupils (cycloplegia) and **Up to \$50 per calendar year**

post cycloplegic visit if required **Up to \$50 per calendar year**

Exam without cycloplegia
OPTICAL SERVICES:

Frames for prescription lenses **Up to \$28 per calendar year**

Single vision lenses **Up to \$33.50 per calendar year**

Bifocal lenses **Up to \$52 per calendar year**

Trifocal lenses **Up to \$84 per calendar year**

Contact lenses when used to correct visual **Up to \$225 per calendar year**

acuity to 20/70 or when medically necessary **Up to \$33.50 per calendar year**

Contact lenses when used for any other reason, equivalent to amount payable for single vision

PRINCIPAL LIMITATIONS & EXCLUSIONS

Services, frames, and lenses required by the employer as a condition of employment. Sunglasses, tinted glasses or industrial glasses unless they are prescription lenses. Contact lenses for cosmetic, convenience or any purpose other than correction of visual acuity to 20/70 or medical necessity as determined by CIGNA will be covered in an amount up to the single prescription lenses indemnity amount subject to the annual maximum.

THIS IS NOT A CONTRACT. It is an overview of your benefits and exclusions. If there are discrepancies between this Summary of Benefits and the coverage document, the coverage document will govern.

FULL DENTAL PLAN

****NO CHANGES**

The **Full Dental Plan** is designed to cover diagnostic, preventive and restorative procedures necessary for adequate dental health.

Covered services include:

- ◆ Oral Examinations
- ◆ Periapical and bitewing x-rays
- ◆ Topical fluoride applications for those under age 19
- ◆ Prophylaxis, including cleaning, scaling and polishing
- ◆ Repair of dentures
- ◆ Palliative emergency treatment
- ◆ Routine fillings consisting of silver amalgam and tooth color materials; including stainless steel crowns (primary teeth)*
- ◆ Simple extractions**
- ◆ Endodontics – including pulpotomy, direct pulp capping and root canal therapy (excluding restoration)

* Payment for an inlay, onlay or crown will equal the amount payable for a three-surface amalgam filling when the member is not covered by the Dental Amendatory Rider A.

**Payment for a surgical extraction or a hemisection with root removal will equal the amount payable for a simple extraction when the member is not covered by Dental Amendatory Rider A.

ACCESSING BENEFITS:

Participating Dentists Benefits

When receiving care from one of over 1,800 Participating Dentists, the member simply presents an identification card showing dental coverage. The dentist bills us directly for all covered services.

For dental care provided by a participating Dentist, we pay the lesser of the dentist's usual charge or the Usual, Customary and Reasonable Charges as determined by us. The dentist accepts our reimbursement as full payment and may not bill the member for any additional charges.

Non-Participating Dentists Benefits

For covered dental services provided by a Non-Participating Dentist, in or out of Connecticut, we pay an amount equal to the dentist's usual charge or the applicable allowance for the procedure, as determined by us. The member is responsible for any difference between the amount paid by us and the fee charged by the dentist.

This does not constitute your health plan or insurance policy. It is only a general description for the purposes of this Request for Proposal of the Anthem Blue Cross & Blue Shield Full Dental Plan. Refer to your Master Group Policy or Description of Benefits on file with your employer for a complete listing of benefits, maximums, exclusions and limitations.

DENTAL AMENDATORY RIDER A

ADDITIONAL BASIC BENEFITS

In addition to the services provided under your dental program, the following additional basic benefits are provided:

- ◆ Inlays (not part of bridge)
- ◆ Onlays (not part of bridge)
- ◆ Crown (not part of bridge)
- ◆ Space Maintainers
- ◆ Oral Surgery consisting of fracture and dislocation treatment, diagnosis and treatment of cyst and abscess, surgical extractions and impaction
- ◆ Apicoectomy

The dental services listed above are subject to the following qualifications:

We will pay for individual crowns, inlays and onlays only when amalgam or synthetic fillings would not be satisfactory for the retention of the tooth, as determined by us.

We will not pay for a replacement provided less than five (5) years following a placement or replacement which was covered under this Rider. We will not pay for individual crowns, inlays or onlays to alter vertical dimension, for the purpose of precision attachment of dentures, or when they are splinted together for any reason.

If the member is not covered by Dental Amendatory Rider C (Prosthodontics) we will pay for the following types of crowns, inlays or onlays, but only when there is clinical evidence that amalgam or synthetic fillings would not be satisfactory for the retention of the tooth:

- ◆ One tooth on either side or two teeth on one side of a replacement for missing teeth, as part of a fixed bridge.
- ◆ No benefits will be provided for the tooth replacements.
- ◆ Space maintainers – payment will be made for devices to preserve space due to premature loss of primary teeth, but not for interceptive orthodontic devices. Payment will be made for up to two devices per member per lifetime.

**DENTAL AMENDATORY RIDER A
ADDITIONAL BASIC BENEFITS**

ACCESSING BENEFITS:

Participating Dentists Benefits

Anthem Blue Cross & Blue Shield will pay the lesser of fifty percent of the dentist's usual charge or fifty percent of the Usual, Customary and Reasonable Charge, as determined by us, for the dental services described in this Rider. Dentists who participate in our dental programs agree to accept our allowance as full payment and may not bill the member for any additional charges except for the remaining coinsurance balance.

Non-Participating Dentists Benefits

In the event a non-participating dentist renders these services, we will pay to the member the lesser of fifty percent of the dentist's charge or fifty percent of the applicable allowance for the procedure as determined by us. The member is responsible for any difference between the amount paid by us and the fee charged by the dentist.

This does not constitute your health plan or insurance policy. It is only a general description for the purposes of this Request for Proposal of the Anthem Blue Cross & Blue Shield Dental Amendatory Rider A. Refer to your Master Group Policy or Description of Benefits on file with your employer for a complete listing of benefits, maximums, exclusions and limitations.