

AGREEMENT
BETWEEN
REGION NO. 16 EDUCATION ASSOCIATION
AND
REGION NO. 16 BOARD OF EDUCATION

Effective August 15, 2019
Expires August 14, 2022

11/6/18

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SECTION I - PROCEDURES

PREFACE

This Agreement is made and entered into by and between the Regional School District No. 16 Board of Education (hereinafter referred to as the "Board") and the Region No. 16 Education Association (hereinafter referred to as the "Association"), affiliated with the Connecticut Education Association and the National Education Association.

ARTICLE 1 **PREAMBLE**

- A. This Agreement is negotiated for the teachers' unit under §10-153a through §10-153n, inclusive, of the General Statutes of the State of Connecticut, as amended.
- B. It is understood that the School Board is endowed by the state law and by the voters of the legislative body for the School District. It has the sole right to make policy and approve rules and regulations. While the Board of Education recognizes the importance of responsible participation and communication by the entire professional staff in the education process, planning development and growth programs, it does not designate these to be contracted rights, relinquished in any manner to the Association or to its members.
- C. 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 Regional School District No. 16 in all its aspects, including but not limited to the following:

To maintain public elementary and secondary schools and such other education activities as in its judgment will best serve the interests of Region No. 16;

To give the children of the Region as nearly equal advantages as may be practicable;

To decide the need for school facilities;

To determine the care, maintenance and the operation of buildings, land, 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 certified personnel;

To suspend or dismiss the teachers of the schools except as may be limited by the provisions of this contract;

To designate the schools which shall be attended by the various children within the Region;

To make such provisions as will enable each child of school age residing in the Region to attend school for the period required by law and provide for the transportation of children wherever it is reasonable and desirable;

To prescribe rules for management, studies, classification and discipline for the public school;

To decide the textbooks to be used;

To make rules for arrangement, use and safe-keeping of the school libraries and to prepare the books selected therefor and to approve plans for the school buildings;

To prepare and submit budgets and, in its sole discretion, expend monies appropriate for the maintenance of the schools, and to make such transfers of funds within the appropriated budget as it shall deem desirable.

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

ARTICLE 2 **RECOGNITION**

- A. The Board recognizes the Region No. 16 Education Association as the exclusive bargaining representative for the group of certified professional employees who are employed by the Region No. 16 Board of Education in positions requiring a teaching or other certificate and who are not included in the administrators' unit or excluded from the purview of §§10-153a to 10-153n, inclusive.
- B. The term teacher shall include classroom teachers, special education teachers, and specialists except that the Board may continue to hire and secure speech therapists, psychologists, physical therapists, and occupational therapists, and pay them on a per diem basis on terms acceptable to the Board, and any other individuals occupying positions for which certification is required and not excluded by §§10-153a through 10-153g of the Connecticut General Statutes.
- C. Substitutes who occupy a position vacated for any reason by a teacher will, for the purpose of this Agreement, be considered teachers provided they are intended to, or do, occupy the position for the balance of a school year, except where the balance of a school year is forty (40) school days or less. The Board shall not schedule or assign substitutes

in a manner that has the effect of avoiding coverage under this collective bargaining agreement.

ARTICLE 3
SPECIFIC PERFORMANCE

In the event of a breach of any of the terms or provisions of this Agreement, either party shall have the right to institute and prosecute an action in a court of competent jurisdiction to secure an order or decree directing the specific performance hereof or enjoining such breach. Such equitable relief shall be in addition to any award of damages which would otherwise be obtained.

ARTICLE 4
SEVERABILITY

In the event that any provision 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.

ARTICLE 5
DURATION

This provision of this Agreement shall be effective as of August 15, 2019 and shall continue and remain in full force and effect to and including August 14, 2022.

ARTICLE 6
GENERAL PROVISIONS

- A. It is understood that this Agreement is subject to, and shall operate within the framework of the Statutes of the State of Connecticut.
- B. The Board and the Association agree that a teacher shall be recognized as a professional employee, and a teacher's primary responsibility is to teach and to perform related tasks that are consistent with sound educational policy, and that the teachers' energies should be utilized to this end.
- C. 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, rules, and regulations, including those set forth in the Region No. 16 Handbook, as amended, provided that the provisions of this Agreement shall supersede and prevail over any conflicting provisions.

- D. The Board shall make available online a regulations handbook, including any revisions and amendments, as well as a complete text of this Agreement including any amendments.
- E. The Board shall make available online a copy of the Region No. 16 Board of Education By-Laws and Policies.
- F. The Board shall provide employee medical benefits and leaves in proportion to each teacher's full time equivalent (FTE), specifically as in Article 29 - Personal Business Days, Article 30 - Sabbatical Leave, and Article 35 - Insurance Benefits.
- G. A concerted, sincere effort shall be made to obtain substitute teachers for replacement of absent teachers where each instance occurs.

ARTICLE 7

GRIEVANCE PROCEDURE

I. Definitions

- A. A grievant shall mean a teacher, a group of teachers or the Association filing a grievance.
- B. A grievance shall mean a written complaint by a grievant:
 - 1. That there has been a misapplication, misinterpretation or violation of his/her rights under a specific provision(s) of this contract; or
 - 2. That there has been a misinterpretation, misapplication or violation of his/her rights as provided for by an established practice. The grievances which fall into the second category are grievable through the Board of Education level of this grievance procedure, but are not arbitrable.
- C. The word days shall mean school days whenever used hereafter in this procedure with the following exception: when a grievance is submitted or continued on or after June 1, time limits shall consist of all weekdays (excluding Saturday, Sunday and state and/or federal holidays). The number of days indicated at each level should be considered a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended at any level by mutual agreement.

II. Individual Rights and Rights to Representation

- A. Every teacher shall have an opportunity for the unobstructed use of this grievance procedure without prejudice in any manner to his/her professional status. No reprisals of any kind shall be taken against anyone by reason of participation in the grievance procedure or support of any participation therein.
- B. A teacher may use the assistance of representatives of the Region No. 16 Education Association, and/or a representative of the CEA and the administration shall permit such representation of a teacher at all levels of the grievance procedure, as described in Section IV, G of this article. A grievant's representation may be changed at any level.
- C. Nothing herein contained in this grievance procedure or the results thereof shall be construed to deny any teacher his/her constitutional rights or his/her rights under the laws of the State of Connecticut.
- D. If, in the judgment of the Association committee, a grievance affects a class of teachers, the Association committee may submit such grievance in writing. The processing shall be commenced at Level Two. The Association committee may process such a grievance through all applicable levels of the grievance procedure.
- E. If, in the investigation or processing of any grievances, the Board should require that a teacher, Association representative or witness be released from his/her regular assignment, he/she shall be released without loss of pay or benefits, i.e. personal days. The teacher, Association representative or witness shall return to his/her school assignment when his/her presence at any hearing, held in accordance with this Grievance Procedure, is not required by either party to this Agreement.
- F. The Association reserves the right to be present in all proceedings relating to any grievance.

III. Purpose

The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may arise from time to time affecting the welfare or working conditions of teachers. Both parties agree that these proceedings shall be kept as informal and confidential as may be appropriate at any level of the procedure.

IV. Procedure

- A. All grievances shall first be discussed informally with the Principal/Immediate Supervisor as a part of the grievance procedure.
- B. If a written grievance is not submitted to the appropriate immediate supervisor within twenty (20) school days after the member knew or should have known of

the act or condition on which the grievance is based, then the grievance shall be waived, unless authorized by the Board.

- C. Decisions rendered at each level of the grievance procedure shall be in writing, setting forth the decision and the reasons therefor, and shall be transmitted promptly to the grievant with a copy to the chairperson of the Region No. 16 Education Association's Professional Rights and Responsibilities Committee (PR&R Committee hereinafter) and the President of the Region No. 16 Education Association. In the case of a class grievance a written reply need only be sent to the PR&R Chairperson. Decisions from arbitrations shall be submitted to the Board and the Association and, subject to law, shall be final and binding.
- D. A teacher assigned to more than one school may commence proceedings under this Article at Level 1 by discussing his/her grievance with the principal(s) or immediate supervisor(s) concerned.
- E. Failure by the aggrieved at any level of this procedure to appeal a grievance to the next level within the specified time limits, including any written mutual extensions to time limits, shall be deemed to be an acceptance of the decision rendered at that level.
- F. Upon presentation (filing) of a written grievance with any level, 1 through 3, by either of the following methods: 1. The two (2) grievance forms must be signed and dated by the recipient with one copy being retained by the recipient and the other copy returned to the Association Representative(s) or; 2. The party filing the grievance shall attach the grievance form to an email to the appropriate recipient who will in turn confirm receipt of the grievance.

G. Levels of Grievance

Level One - Principal/Immediate Supervisor

1. Informal Discussion

- a. The grievant with his/her Association representative shall meet informally within five (5) school days of the request for an informal discussion with the Principal/Immediate Supervisor who is responsible for the grievance.
- b. The Principal/Immediate Supervisor shall give his/her oral answer to the grievance within three (3) school days after the close of the discussion.

2. Formal Discussion

- a. If the grievance is not settled in the informal stage, the aggrieved teacher may reduce it to writing on a form provided by the Association for that purpose. If the aggrieved teacher is unwilling

to file a grievance and such failure will prejudice the rights of other teachers, the Association may file a grievance on said form and in accordance with this procedure, on behalf of such aggrieved teacher.

- b. The written grievance shall contain the name of the grievant, the date of the incident complained of, the section(s) of the contract allegedly violated, improperly applied, or misinterpreted, the facts that constitute the wrong complained of and remedy sought by the grievant.

Level Two - Superintendent of Schools

1. If the grievance is not settled at Level 1, the Association may appeal it, by giving written notice of such appeal, within five (5) school days after the receipt of the written answer of the Principal/ Immediate Supervisor, to the Superintendent of Schools who shall discuss it with the grievant and his/her Association representative(s) within eight (8) school days of the Superintendent's receipt of the Level 2 grievance.
2. The Superintendent shall give his/her written answer to the grievance within five (5) school days after the close of the discussion.

Level Three - Board of Education

1. If the grievance is not settled at Level 2, the Association may appeal it, by giving written notice of such appeal within five (5) school days after the receipt of the written answer of the Superintendent to the chairperson of the Board of Education's Personnel Committee in care of the Superintendent of Schools.
2. Within thirty-one (31) calendar days after receipt of the written grievance, the Board shall meet with the grievant and his/her representative(s) for the purpose of resolving the grievance. The hearing shall be held in closed session, if permitted by law.
3. The decision of the grievance at Level 3 shall be rendered in writing by the Board within seven (7) school days. If the grievance is denied, the written answer shall give the reasons for the denial including a brief explanation of the basis for the conclusion that this agreement has not been violated.

Level Four - Binding Arbitration

1. If the grievance is not settled at Level 3, the Association may, upon written notice to the Superintendent of Schools, within fifteen (15) school days after the receipt of the answer at Level 3, submit said grievance to binding arbitration.

2. The arbitrator shall be chosen in accordance with the rules of the American Arbitration Association.
3. The cost of the arbitrator will be borne equally by both parties.
4. An arbitrator called upon to decide a grievance must base his/her decision upon the express language of this contract and is not permitted to delete from, add to, or modify such language.

V. Miscellaneous

- A. All documents, communications and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants.
- B. Forms required for filing grievances and other necessary documents will be mutually agreed upon by the Association and the Superintendent.
- C. In the event the Board, Superintendent or a representative of the administration fails to act within the time frame set forth in this procedure, the grievant may appeal to the next level.

SECTION II - WORKING CONDITIONS

ARTICLE 8
RESIGNATION

Members of the professional staff when resigning from the school system shall give thirty (30) days notice.

ARTICLE 9
EMPLOYMENT YEAR AND WORK DAY

- A. The standard teacher workday is seven hours-fifteen (7 hours 15 minutes) minutes, including the required time stated in Section B of this article. The teacher workyear shall be one hundred eighty-seven (187) days, and will include three (3) professional development days, one (1) non-student work day devoted to parent teacher conferences (as stated in Article 16, section B), and one(1) additional non-student work day to be used as follows: one half (1/2) shall be as directed by the Administration and the remaining one half (1/2) day shall be teacher directed. On early release days, teachers shall attend six (6) single session days for professional learning, collaboration, or other professional activity as determined by the Superintendent with input from the PDEC committee.
- B. All teachers will be expected to be on duty before the opening of school and closing of school long enough to plan and fulfill their individual responsibilities. Under normal circumstances, all teachers should be in their assigned buildings fifteen (15) minutes before the scheduled beginning of the student day and shall remain thirty (30) minutes

after the scheduled end of the student day. Teachers are expected to be available for student help, parent conferences, faculty meetings, general staff department or group meetings, committee work, and other activities of a professional nature before and after regular school hours.

- C. On Fridays, and on school days immediately prior to legal holidays and on up to four (4) days of scheduled Region No. 16 Education Association meetings, teachers shall be able to depart immediately after student dismissal, provided their duties have been completed.
- D. In the event the Board increases the length of the work year, rather than negotiate the impact of the increase, the parties agree the annual salary of each affected teacher will be changed proportionately. For example, if the annual salaries of all teachers are based upon one hundred eighty-six (186) workdays, and all teachers are required to work one (1) more day, all teachers will be paid an additional 1/186th of their annual salaries.
- E. Teachers new to the system will be required to work one (1) orientation day as part of their work-year in the year they are first employed. Should additional orientation day(s) be required of them or any staff, they will be compensated at the per diem rate of pay for any additional workday(s). If a teacher is hired after the start of the academic year, he or she may be required to attend a non-paid orientation seminar at the start of the following school year.
- F. Department heads and guidance personnel may be required to work longer than the normal work-year. Up to five (5) additional days can be assigned to such personnel at the discretion of the building principal. Those days can be scheduled either before and/or after the regular work-year. Those teachers required to work the extended year will be compensated at their per diem rate of pay for any additional workday(s).
- G. Teachers will receive a stipend of \$40.00 per hour for assigned work activities or duties outside of the normal school day.

ARTICLE 10

TEACHER FACILITIES

The Board and the Association agree that each school shall have the following facilities:

- A. An appropriately furnished room which shall include a telephone to be used as a faculty lounge.
- B. Well lit, properly functioning, and clean teachers' rest rooms, including door with a working lock.
- C. A bulletin board in the teachers' lounge of each school reserved for the use of the Association.

- D. Maintaining clean restrooms and teachers' lounge floor and windows shall be the responsibility of the custodial staff. Complaints regarding cleanliness shall be directed to the principal of each school.
- E. The Board will limit the use of intercom as much as reasonably possible in order to maintain an atmosphere conducive to the highest level of the educational process.

ARTICLE 11

DUTY-FREE LUNCH

- A. Elementary school teachers shall have a duty-free lunch period daily of at least forty (40) minutes, which shall be uninterrupted except in an emergency, as determined by the school's administration.
- B. Middle school teachers shall have a duty-free lunch period of at least thirty (30) minutes, which shall be uninterrupted except in an emergency, as determined by the school's administration.
- C. High school teachers shall have a duty-free lunch period daily of at least twenty-five (25) minutes, which shall be uninterrupted except in an emergency, as determined by the school's administration.

ARTICLE 12

BUS DUTY

- A. All teachers will be required to report for morning and afternoon bus duty on an equitable rotating schedule as scheduled by the administrator of each school.
- B. Under normal circumstances students will not be admitted to their classrooms until the scheduled beginning of the student day, unless requested by the teacher.
- C. Teachers shall not be required to report for morning bus duty more than fifteen (15) minutes before the scheduled beginning of the student day, nor to remain longer than thirty (30) minutes after the scheduled end of the student day.
- D. Traveling teachers may not be assigned bus duty at two schools on the same day.

ARTICLE 13

PREPARATION PERIODS

- A. All teachers shall have a minimum of one individual preparation period per day for a total of five preparation periods per week.
- B. Middle School Team teachers shall have additional preparation periods for team planning.

ARTICLE 14
TESTING PROGRAM

The Board will assume all costs for machine scoring any and all standardized tests given to the students. These shall include such tests as the Iowa Tests of Basic Skills, I.Q. Test, or any other such tests that may be administered to the students. If these tests are not machine scorable, the Board will provide for their scoring.

ARTICLE 15
AFTER SCHOOL MEETINGS

- A. Teachers may be required to attend school-wide staff and general Region-wide meetings on Wednesdays. Teachers shall not be required to attend school-wide staff or Region-wide meetings or any combination of said meetings more than twice in any month. School-wide staff meetings shall begin promptly after student dismissal, usually within fifteen (15) to twenty (20) minutes after student dismissal, and shall not exceed sixty (60) minutes from the start of the meeting.
- B. In addition to the meetings referred to in Section A herein, teachers may be required to attend grade level, subject matter or special services meetings. Teachers may not be required to attend these referred to meetings or any combination of these meetings more than twice in any month. Such meetings shall begin promptly after student dismissal, usually within fifteen (15) to twenty (20) minutes after student dismissal, and shall not exceed forty-five (45) minutes from the start of the meeting.
- C. No afternoon school meeting shall be scheduled by the administration on the second Wednesday of any month.
- D. Twenty-four (24) hours notice shall be given by the Administration for all the above meetings except for emergencies.
- E. Teachers may be required to attend three additional after-school meetings, called by the Superintendent, each year. Teachers shall be informed at least five (5) days in advance of such after-school meetings, except in cases of emergency.

Said meetings shall begin promptly after student dismissal, usually within fifteen (15) to twenty (20) minutes after student dismissal, and shall not exceed sixty (60) minutes from the start of the meetings.

ARTICLE 16
PARENT-TEACHER CONFERENCE

- A. Teachers are encouraged to initiate parent-teacher conferences throughout the school year.

- B. Parent teacher conferences shall occur on three (3) consecutive days in the Fall. Two of these evening conference sessions will be scheduled on early dismissal days for three (3) hours each. The third day of these conferences shall be scheduled on a non-student work day during the normally scheduled workday hours. On the two (2) early dismissal days in the Fall when the parent-teacher conferences are scheduled, teachers will have their workday reduced by two hours and forty-five minutes. In addition to the three (3) parent teacher conference days referenced above, teachers shall be required to attend one "Meet the Teacher Night" per year. This event will last no more than ninety (90) minutes.
- C. A conference schedule shall be developed by the administrator in each school after consultation with the involved staff.
- D. All bargaining unit members including special services personnel, art, music, physical education, and unified arts teachers shall make themselves available for conferences during these conference times.
- E. The Board may, at its discretion, schedule one (1) of the one hundred eighty-seven (187) workdays to be a full day/evening parent-teacher conference day on a non-student day in the spring.
- F. In the event that a teacher's scheduled conference time is not complete, the teacher shall initiate conferences with parents and endeavor to maximize the allotted time for conferences. All teachers shall remain on site until the end of the day. In the event parents do not schedule appointments, the time can be used as planning time.

ARTICLE 17

SUMMER SCHOOL PROGRAMS

- A. The positions in these programs, if available, shall be filled on a rotating basis first by teachers employed by the school system. No teacher shall hold this position for more than three (3) consecutive years unless there are no other teacher applications.
- B. In filling such positions, considerations will include the teacher's availability, area of competence, quality of teaching performance, length of service in the system, and prior teaching experience.
- C. All openings for these positions shall be posted in accordance with Article 23II,B.
- D. Certified teachers teaching in a summer school program shall be paid \$34.31 per hour.
- E. All summer school activities shall end during the first week in August. This provision shall not apply to special education school activities, including ESY.

ARTICLE 18
PLANNING AND PLACEMENT TEAMS

No classroom teacher will be required to assume responsibility for another teacher's class during PPT's. Whenever possible, PPT's and SST meetings shall be scheduled during a teachers' duty period. If a teacher loses his or her preparation time to assume responsibility for another teacher's class, he or she shall be compensated at the rate of \$40 per hour.

ARTICLE 19
PRE-SCHOOL TESTING

The parties to this Agreement recognize that pre-school testing may require the temporary displacement of teachers and their students from their regular classrooms. The Superintendent shall endeavor to schedule, from year to year, a rotation schedule so that the individual teachers are not annually displaced from their classrooms.

ARTICLE 20
CURRICULUM REVISION

The Board places high priority on its responsibility to continuously involve the staff and will capitalize on staff knowledge, leadership and service. Teachers may volunteer to serve on curriculum planning committees. The Board, or its designee, will select a curriculum writing team from among the appropriate planning committee members.

Any teacher who volunteers and is chosen to serve on a curriculum writing team or planning committee during the summer or does such work during the school year (and which, in either case, meets two or more times between August 15th of any given year and August 14th of the next year), will be paid \$52 per hour for performing such work for all three years of the contract. For those teachers performing such work but who meet less than two times between August 15th in any given year and August 14th in the next year, the hourly rate of compensation will be \$35.91 per hour for performing such work for all three years of the contract. During the school year, the payment will be made to those who serve on a committee or team or who do district-directed curriculum writing/revision on a regular basis (i.e. meeting more than once per school year) during non-work hours. It shall not apply to those who voluntarily review/write curriculum or who voluntarily complete curriculum-related surveys during the school year on an infrequent/sporadic basis or during work time.

The Board will encourage and support in-service training programs to prepare teachers for the new curriculum and will consider the use of release time when, in the judgment of the administration, it is required.

ARTICLE 21
TEACHER PERSONNEL REDUCTION IN FORCE

General Grounds for Reduction in Force (RIF)

In the event the Board of Education votes to eliminate a bargaining unit position(s) and, as a result, it becomes necessary to non-renew and/or terminate a contract(s) of employment, the individual contract or contracts of employment to be non-renewed and/or terminated shall be determined in accordance with the following procedure:

1. Teacher means a member of the bargaining unit.
2. Terminate as used herein, means either non-renewal or termination of the contract of employment of a teacher as a result of a reduction in force.
3. Seniority
 - a. Seniority shall be defined as continuous service in the Region No. 16 School System. Such service shall commence from the actual date when teaching services are performed under contract from which the period of service is continuous. Part time employees shall accrue seniority equal to the percentage of time employed.
 - b. Approved leaves of absence shall not constitute a breach in service. Seniority will continue to accrue during paid leaves of absence. Seniority will not continue to accrue during unpaid leaves of absence, except as otherwise required under the Family and Medical Leave Act.

Preliminary Action

On or before March 1 of each school year, the Board shall post and e-mail a district-wide seniority list which shall include the teachers' names and their seniority in years. The Board shall make available to the Association a copy of the State Department of Education certification list when the Board receives it.

Prior to commencing action to terminate teacher contracts under the need to reduce staff, the Board of Education will give due consideration to:

1. Retirements
2. Resignations
3. Reassignments
4. Leaves of absence

Guidelines

1. Non-tenured Teachers

Determination of those to be released shall be based on the following factors:

1. Skill and ability
2. Certification
3. Seniority
4. Qualifications wherein academic degree status and prior teaching experience at or near the grade level or the relevant subject area are indicators.

(The order of the above factors is without significance or import.)

2. Tenured Teachers

- a. If a teacher has attained tenure status his/her contract of employment may be terminated if his/her position is eliminated or lost to another teacher through bumping. A tenured teacher may bump into a position held by a less senior tenured teacher provided such teacher is certified and meets the criteria set forth in b below.
- b. The following criteria will be used in the following order to select those tenured employees who are to be considered for termination:
 1. Seniority within the school system
 2. Skill and ability
 3. Qualifications wherein academic degree status and prior teaching experience at or near the grade level or the relevant subject area indicators.

Other Considerations

Nothing herein shall compel the promotion of a tenured or a non-tenured teacher to a higher rank even though the teacher is certified and qualified for such promotion and the position is open, and the teacher is being considered for termination under this Article.

Recall Procedure/Re-Employment

If the contract of employment of a teacher is terminated without prejudice because of the elimination of a position, the name of that teacher shall be placed on a reappointment list and remain on such list for a period of fifteen (15) calendar months. If a position becomes open during such period and the last teacher terminated is certified and qualified, then that teacher will be notified by certified mail sent to the last known address at least thirty (30) days prior to the anticipated date of re-employment whenever possible. If the teacher is not certified and/or not qualified or refuses to accept the position the Board shall notify, by certified mail, the second to last teacher terminated and shall continue in this fashion until either the position is filled or the recall list is exhausted. Any teacher offered a position must 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 to the Board of Education. If the teacher rejects an appointment offer to a full time position the teacher's name shall be dropped from the recall list. If the teacher fails to respond to

an appointment offer within seven (7) days after receipt of the notification, the name of the teacher will be removed from the recall list.

During a reduction in force, all teachers whose contracts are suspended may apply for employment as substitute teachers and shall be given preference before other substitute teacher applicants are employed.

Upon return to active employment following suspension of contract, the teacher will be credited with unused accumulated sick leave and will be placed on the proper rank and step of the current salary schedule. Such teacher will not receive increment credit for the time spent while his/her contract is suspended, but will be given seniority credit for all previous years of active teaching in the Region.

ARTICLE 22

TEACHER TRANSFERS AND ASSIGNMENTS

I. Involuntary Transfers

For purposes of this section, an involuntary transfer shall be defined as a district wide employee transfer and an involuntary reassignment shall be defined as a building wide employee reassignment.

- A. When an involuntary transfer is necessary, seniority (based upon length of continuous service in the teacher's unit) shall be a major factor in determining which teacher is to be transferred. Type of experience, certification, demonstrable programs needs, and the best educational interest of the District, may also be considered.
- B. An involuntary transfer shall be made only after a meeting between the teacher involved and the Superintendent or his/her designee, at which time the teacher shall be notified in writing of the reasons for the transfer. If the teacher so requests, a representative of the Association may be present at this meeting.
- C. When an involuntary reassignment is necessary within a school building, seniority (based upon length of continuous service in the teacher's unit) shall be a major factor in determining which teacher is to be transferred. Type of experience, certification, demonstrable program needs, and the best educational interest of the District, may also be considered. Regardless of the above considerations the Administration will make every effort to ensure that no teacher will be involuntarily reassigned more than once every 3 school years.

II. Voluntary Transfers

- A. Teachers who desire to transfer to another building shall file a written statement of such desire with the Superintendent not later than January 31. Such statement shall include the grade and/or subject to which the teacher desires to be assigned or the school or schools (in order of preference, if the teacher has a preference) to

which he/she desires to be transferred. When such vacancies occur, district office personnel shall notify those teachers who have filed a written transfer statement appropriate to such vacancy.

- B. Vacancies shall be posted electronically via District wide email. Such postings shall be done as far in advance of the date of appointment as possible, but not less than a period of seven (7) calendar days. A certified staff member applying for an internal position shall be granted an interview with the appropriate administrator for the position if he/she holds the appropriate certification, has been evaluated as "proficient" or higher.
- C. Currently employed teachers seeking transfer and applying for a specific vacancy shall be considered among all qualified applicants; and where all other qualifications are equal, the presently employed most senior applicant would be given preference.
- D. Notice of transfer shall be given to the teacher as soon as practicable and under normal circumstances not later than June 1.
- E. Teacher transfers shall be made without regard to age, race, creed, color, religion, nationality, sex, marital status, sexual orientation, gender identity or expression, genetic information or disability.

ARTICLE 23

CLASS SIZE AND TEACHING RESPONSIBILITIES

- A. It is recognized by the Board that pupil-teacher ratio is an important aspect of an effective educational program. The Board agrees to continue its efforts to keep class sizes at an acceptable number as dictated by the financial condition of the Region, the building facilities available, the availability of qualified teachers and the best interests of the Region as deemed administratively feasible.
- B. The Board of Education shall assign a teaching/student schedule to high school and middle school academic teachers of English, foreign language, mathematics, science, social studies, reading, music, art, related arts, and physical education, so that such teachers shall have:
 - 1. Five teaching periods
 - 2. Four class preparations
 - 3. Fifty or fewer students to supervise in an assigned study hall.

In the event that a high or middle school teacher agrees to teach a sixth class in addition to the five regular teaching periods for an academic semester, the teacher shall receive, in addition to his or her regular salary, a payment equal to 20% of his or her regular salary, for the duration of the sixth class. The sixth class shall be in lieu of the teacher's

preparation period. Opportunities to teach a sixth class will be offered to tenured teachers on a rotating basis.

SECTION III - LEAVES

ARTICLE 24 **ASSOCIATION LEAVE**

- A. If negotiation meetings called by the Board are scheduled during normal working hours of a school day, not more than four (4) representatives of the Association may be relieved from all regular duties without loss of pay, as necessary, in order to permit their attendance at such meetings. If during the negotiation process, any negotiation meeting (including mediation) concludes later than 11pm, any teacher on the negotiation committee may use a personal or sick day for the following school day.
- B. An Association representative shall be released from school duties, without loss of pay or personal days, in order to attend grievance hearings, court or Labor Board hearings, which involve the Association. The President of the Association shall give written notice to the Superintendent as to who the Association representative will be.
- C. The parties recognize that it may be unproductive for a teacher attending a meeting or hearing as described in this Article to return to his or her school after a major portion of the school day has been devoted to the purpose of this Article. Therefore, when it is reasonably evident that little or no useful purpose is to be served by having the teacher or teachers involved return to their schools, the Superintendent may release the teachers from additional school responsibilities.

ARTICLE 25 **COMPASSIONATE LEAVE**

At least five (5) days will be granted upon the death in the immediate family including legal as well as natural relations. This is defined as mother, father, brother, sister, husband, wife, child, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparents, grandchildren and any person residing within the teacher's household.

ARTICLE 26 **PROFESSIONAL LEAVE**

- A. When it is evident that convention or conference attendance or the observation of an activity in another school building or school system will contribute to the effectiveness of the instructional program, the Superintendent may grant convention or conference leaves, or permission to observe an activity in another school building or school system to teachers without loss of pay or personal days.

- B. The Board agrees to reimburse all teachers attending an approved convention or conference, for tuition and registration fees. The financial responsibility for transportation is to be determined in advance of each conference, in accordance with the provisions of Article 38, Travel Reimbursement.
- C. No more than ten percent (10%) of Region No. 16 staff shall be granted professional leave at the same time.

ARTICLE 27

GENERAL LEAVE

- A. In order to attend programs of study which result from the acquisition of foundation or scholarship grants teachers may, at the discretion of the Superintendent, attend such programs without loss of pay. Application for such absence must be made at least thirty (30) days prior to the granting of such leave.
- B. Other extended leaves may be granted at the discretion of the Board.

ARTICLE 28

JURY DUTY

Any teacher who is called for jury duty shall immediately notify the office of the Superintendent. Days served on jury duty shall not be deducted from personal days. The staff member shall receive his/her regular rate of pay from the Board minus jury duty pay from the State.

ARTICLE 29

PERSONAL BUSINESS DAYS

- A. All teachers shall be entitled to receive the following days without loss of pay:
 - 1. Two (2) personal business days may be taken without any stated reason.
 - 2. Two (2) personal business days may be taken for the reasons set forth in paragraph D below.
- B. Personal days are cumulative from year to year to a maximum of six (6) days. Personal days are to be utilized as full or half-days only, they may not be utilized in quarterly increments.
- C. Personal business days without any stated reason may not be taken immediately preceding or following holidays or school vacations or during the first or last ten (10) school days of the year.
- D. Personal business days shall be granted by the Superintendent for the following stated reasons: court and legal matters, illness in the immediate family, house closing,

attendance at graduation at a middle school, high school or college when the ceremony is held during the school day (self, immediate family), school admissions interview for self or family, funeral of a friend, the day before and the day of marriage ceremony of self or member of the immediate family. Other similar reasons may be considered by the Superintendent and personal leave days granted for these reasons are subject to the Superintendent's approval. Personal days with reason may be taken at any time during the school year.

- E. On line application for personal leave days shall be made at least forty-eight (48) hours in advance of the date requested, except in cases of emergency. The reason for personal leave will be explained to the Superintendent in emergency situations and when a day is requested for a stated reason as set forth above.
- F. Personal days are available to teachers for those compelling situations which cannot be reasonably accommodated outside regular school hours.
- G. No more than ten percent (10%) of the Region No. 16 staff shall be granted personal business days at the same time, unless for emergency situations with approval of the Superintendent.
- H. In addition to the leave days referred to in paragraphs A and B above, teachers shall be granted up to three (3) personal business days leave each year, without loss of pay, for the purpose of accommodating a teacher whose religion requires a religious observance incompatible with coming to work on a specified day.

ARTICLE 30 **SABBATICAL LEAVE**

- A. Teachers are eligible to file for an initial sabbatical leave after seven (7) full school years of active service in this system. A second sabbatical leave may be granted after another seven (7) year period.
- B. No more than two (2) members of the total staff shall be absent on sabbatical leave at any one time.
- C. A sabbatical leave shall be for one-half (1/2) of an academic year or for a full academic year. The teachers shall be considered to be in the employ of the Board and shall be paid sixty percent (60%) of his/her annual salary and shall receive the insurance benefits provided by this Agreement.
- D. Teachers on sabbatical leave shall be subject to the provisions of the collective bargaining agreement.
- E. Requests for sabbatical leave must be received by the Superintendent in writing no later than January 30 of the school year preceding the school year for which the sabbatical is requested. It is understood that the deadline of January 30 may be waived when

fellowships, grants, or scholarships awarded later in the year make such a deadline unreasonable.

- F. The teacher, as a condition to the acceptance of the sabbatical leave, shall agree to return to employment in the system for two (2) full years. In the event the teacher does not so return, the teacher shall reimburse the Board for all sabbatical payments, including insurance benefit expenses. Repayment of sabbatical payments and insurance benefit expenses shall not apply if the Board terminates the teacher's employment.
- G. If it becomes necessary for a teacher on sabbatical leave to vary from his/her approved program, he/she shall promptly notify the Superintendent of Schools.
- H. Persons granted sabbatical leave of absence are required to report once each semester to the Superintendent of Schools during such absence, on the nature of the courses taken at a University and the application of these to the work of the individual concerned.
- I. If a staff member on sabbatical leave fails to reasonably fulfill all of the requirements and purposes for which the leave was granted, the Superintendent of Schools shall report this fact to the Board of Education and the Board may terminate the leave of absence. This recipient will be liable for the repayment of funds expended on his/her behalf for the purpose of this leave. However, the employee will be granted an opportunity to present to the Superintendent of Schools, in writing, any circumstances that were beyond the teacher's control that may warrant a partial or full waiver of the provisions.
- J. If the applicant notifies the Superintendent on or before June 30 of his/her intent not to take the sabbatical, the teacher shall be guaranteed his original teaching position, subject to any relevant articles in the written Agreement.
- K. Should the recipient of a sabbatical grant wish to shorten or terminate the grant during the time of the grant period, the teacher will be given the highest priority to fill an unfilled position for which he/she is certified. Should no position be available, the teacher will devote the equivalent of three (3) days per week of the remaining school year to a project or projects selected by the Superintendent. For this sixty percent (60%) employment, the teacher will receive the benefits outlined in paragraph C.
- L. Upon return from a sabbatical leave, the teacher shall be restored to a teaching position and shall be continued at the position on the salary schedule as if he/she had taught in the Region during such period. He/she shall maintain accumulated sick leave and all other accrued benefits provided by this Agreement. Nothing herein shall be construed as exempting a teacher on sabbatical leave from a reduction in force if such reduction occurs.
- M. The Board reserves the right to the final decision to grant or deny any and all sabbatical leave considering the nature of the sabbatical leave request, the benefits to be achieved by the school system, and the financial condition of the system.

ARTICLE 31
SICK LEAVE

- A. Teachers shall be entitled to sick days with full pay for fifteen (15) working days in each year. Unused sick leave shall be accumulated from year to year, up to two hundred ten (210) school days for teachers hired prior to July 1, 2013, so long as the teacher remains continually in the service of the Board.

Unused sick leave shall be accumulated from year to year, up to one hundred eighty-six (186) school days for teachers hired on or after July 1, 2013, so long as the teacher remains continually in the service of the Board. Sick days are to be utilized as full or half-days only, they may not be utilized in quarterly increments.

- B. Retiring teachers hired prior to July 1, 2013 shall be reimbursed for unused accumulated sick days exceeding one hundred (100) days. On August 15 following the last year of employment, the Board shall pay each retiring teacher hired prior to July 1, 2013 twenty-five dollars (\$25) for each unused sick day exceeding one hundred (100) accumulated days.
- C. No later than September 1 of each school year, each teacher shall receive a statement stating his/her number of unused accumulated sick days.
- D. If a teacher does not use a sick day in a school year, they shall be recognized and compensated with a \$100 gift card.
- E. Up to three (3) sick days per year may be used for family illness. For purposes of this section only, "family" shall be defined as a teacher's spouse, partner, child, parent, or other person domiciled in the teacher's household.

ARTICLE 32
SICK LEAVE BANK

For the purpose of providing additional coverage after the exhaustion of individual annual and/or accumulated sick leave in the event of a personal catastrophic illness as evidenced by medical certification, the parties agree to establish a Sick Leave Bank on the following terms:

- a. In order to be a participating member of the Sick Leave Bank (the "Bank"), teachers must enroll to participate in the Sick Leave Bank and contribute at least one (1) day of accumulated sick leave per year to the Bank until the Bank reaches the balance, described in paragraph e below. The sick leave day(s) shall be deducted from the teacher's sick leave account at the beginning of the applicable school year. A teacher who wishes to participate in the bank must enroll no later than September 30 of the applicable year and contribute at least one (1) sick day leave as described above. A teacher who dis-enrolls from the Bank will no longer be eligible to withdraw days from the Bank. Once such days are contributed, they are forfeited and will not be returned to a teacher under any circumstances.

b. The Bank shall be administered by a committee of five: two representatives of the administrative staff, two members of the Association, and the Superintendent of Schools. This committee shall consider the eligibility of teachers to draw from the Bank.

c. The following criteria shall be used by the Sick Leave Bank Committee in determining the eligibility of a teacher to draw from the Bank and determining the amount of leave:

- A teacher must have attained tenure in Region # 16.
- For requests arising out of a teacher's catastrophic illness, the teacher must first have used up all accumulated full pay sick leave and personal time.
- A teacher must submit competent and timely evidence that a request is necessary due to a catastrophic and lengthy illness that is not covered by workers' compensation.

d. Upon compliance with Section C above, the Sick Leave Bank Committee may issue up to two (2) grants of days from the Sick Leave Bank for a teacher in connection with the catastrophic illness of the teacher. The cumulative total of the two (2) grants shall not exceed ninety (90) days per teacher.

e. If the Bank balance is at least 500 days on June 30 of the applicable school year, then days shall not be deducted the following school year from already participating teachers.

f. The decisions of the Sick Leave Bank Committee shall be final and binding and not be subject to the grievance procedure or arbitration. In addition, the decisions of the Sick Leave Bank Committee shall not establish a practice or precedent for any purpose. The Association further agrees to save the Board of Education and the Administration harmless from any and all claims of any kind arising out of the legality of the sick leave bank and its operation, including contributions to or withdrawals from the bank.

ARTICLE 33

CONTAGIOUS DISEASE MATERNITY LEAVE

Upon request of her physician, subject to consultation with the school medical advisor, a pregnant teacher may be excused from her duties when there exists a risk of contagion of a disease potentially harmful to the fetus (including but not limited to Fifth Disease). Such leave shall not be charted to sick leave and will be with pay and benefits. Such teachers shall return after tests establish immunity from the disease or when otherwise her physician, in consultation with the school medical advisor, determines the teacher may return to work.

ARTICLE 34
CHILDREARING LEAVE

- A. Any certified professional employee shall be entitled upon written request, submitted to the Superintendent of Schools, to an extended leave without pay, for the purposes of child-rearing, apart from any period of childbirth disability leave. An employee shall be entitled to such leave for a period not less than the remainder of the school year and not to exceed twenty (20) calendar months. However, the teacher shall return from leave only on the first scheduled day of the teacher's work year prior to the opening of school for students, within the twenty (20) calendar month maximum leave period. The establishment of the actual date of return from leave shall be established within thirty (30) days of the Superintendent's receipt of such a leave request. Leaves of this nature must be requested in the school year during which a child is born, adopted, or fostered and shall, whenever possible, cause no interruption between the commencement of the leave and the birth, adoption, or fostering of the child, except that such leave shall not be used to diminish a period of temporary disability occurring as a result of pregnancy.
- B. Childrearing shall be further subject to the following provisions:
1. Teachers requesting leave shall submit no less than thirty (30) days written notice, whenever possible, of the anticipated date of ending performance of duties. In that event, the leave shall not be requested more than thirty (30) days after the birth, adoption, or fostering of the child. This specific provision of this Article may be waived by mutual written agreement between the Board and the teacher.
 2. All insurance benefits, either in whole or in part, shall be available to the employee, at the group rates in effect. The employee choosing to continue benefits during the leave period shall pay such premiums directly to the insurance carrier by way of the district's business office. The teacher may contribute to the State Teachers' Retirement System directly, covering the period.
 3. The teacher shall advance on the salary schedule if the teacher has worked one-half (1/2) or more, of the last worked school year.
 4. Childrearing leave may be prematurely terminated by mutual written agreement between the teacher on leave and the Superintendent of Schools.
 5. A teacher, upon returning from childrearing leave, shall be assigned to the position held immediately prior to the leave or if said position is not available, to another position for which the teacher is certified. Nothing herein shall be construed as to exempt a teacher on childrearing leave from the possible effects of a reduction in the teaching staff of the Region.

SECTION IV - BENEFITS

ARTICLE 35 INSURANCE BENEFITS

I. Group Health and Dental Insurance Benefits

The Board shall provide for each full-time teacher and proportionately for each part-time teacher, and their eligible dependents, the group health insurance benefits which are described in the attached Memorandum of Agreement.

- II. The Board shall provide for single, two-person, and family plan membership in the applicable plan appropriate to the employee's family status. Teachers completing the school year shall be covered through the month of August.
- III. The Board shall provide Group Life Insurance coverage in the amount double the teacher's salary. Additional coverage under such plan may be purchased by the employee.
- IV. The Board will allow voluntary purchase of all health care insurance to any member of this unit upon retirement in accordance with the Teachers' Retirement Act. Coverage for spouse and dependents may be purchased by member.
- V. The Board of Education reserves the right to change insurance carriers with respect to any insurance benefit provided pursuant to this Article, provided that the substitute's policy coverage and procedure for attaining benefits is equal to or better than the current carrier's policy. The Board shall consult the Association prior to instituting a change and the Board shall provide the Association with a copy of the substitute's proposal before it changes carriers. If the Association feels the substitute carrier's proposal is not equal to or better than the present coverage and procedure, it may file a written grievance with the Superintendent no later than fifteen (15) calendar days after receipt of the substitute carrier's proposal. Such grievance shall be submitted directly to Level Four of the grievance procedure, i.e., arbitration. No change in insurance carrier will take place before the arbitrator's decision has been rendered.
- VI. The Board shall implement and maintain a "Section 125" Salary Reduction Agreement which shall be designed to permit exclusion from taxable income of the employees' share of health insurance premiums. The Board makes no representations or guarantees as to the initial or continued viability of such a Salary Reduction Agreement, and shall incur no obligation to engage in any form of impact bargaining in the event that a change in law reduces or eliminates the tax exempt status of employee insurance premium contribution. So long as the Board makes a good faith effort to comply with this paragraph, neither the Association nor any teacher covered by this Agreement shall make any claim or demand, nor maintain any action against the Board or any of its members or agents for taxes, penalties, interest or other cost or loss arising from a flaw or defect in the Salary Reduction Agreement, or from a change in law which may reduce or eliminate the employee tax benefits to be derived therefrom.

- VII. Excise Tax. The Patient Protection and Affordable Care Act ("PPACA"; Public Law 111-148) has set forth and codified under the Internal Revenue Code (IRC) §4980I the imposition of an excise tax related to employer provided health insurance plans that exceed certain value thresholds. The impact of the excise tax is scheduled to take effect in 2022. 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 Article 35 ("Insurance Benefits") 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.

ARTICLE 36 **BODILY INJURY BENEFITS**

Whenever a teacher is absent from school as a result of bodily injury caused by an accident in the course of his/her employment by the Board, he/she shall be paid his/her full salary, less the amount for Worker's Compensation for a period of such absence, and no part of such absence shall be charged to his/her annual or accumulated sick leave. Certification of the injury will be in compliance with the State of Connecticut's Worker's Compensation Act. Any benefits in excess of those provided by the Worker's Compensation Act shall be governed by the contract in force, but in no event shall said benefits extend beyond one (1) year from the date of the bodily injury. Said excess benefits shall be effective from the date of the injury.

ARTICLE 37 **RETIREMENT SEVERANCE PAY**

- A. When a teacher retires, as defined by the State Retirement Board, after at least twenty (20) years of continuous service to the school district, the Board shall pay him/her on the first scheduled pay date in July an amount as follows:
- (1) If hired prior to July 1, 1989, thirty-five percent (35%) of the average of his/her annual salary for the last three (3) years or \$18,500, whichever is less;
 - (2) If hired after July 1, 1989 but before July 1, 1998, thirty-five percent (35%) of the average of his/her annual salary for the last three (3) years or \$15,000, whichever is less;
 - (3) If hired after July 1, 1998, thirty-five percent (35%) of the average of his/her annual salary for the last three (3) years or \$7,500, whichever is less.
- B. Continuous service to the Town of Prospect or Beacon Falls prior to regionalization shall be credited for the purpose of this Article as continuous service to the Regional School

District No. 16, provided employment was continued by the Regional District without interruption.

- C. In the event of the death of the employee during the time period from retirement in the district to receipt of the benefit, the Board will pay to the estate of the teacher such payment as defined above.
- D. This article is not applicable to any teacher hired after June 30, 2001.

ARTICLE 38 **TRAVEL REIMBURSEMENT**

Any teacher required by administration to perform his/her regularly scheduled duties in more than one school, in one school day, shall be reimbursed by the Board (one way) at the IRS rate per mile which is in effect on September 1 of each contract year.

SECTION V - SALARIES

ARTICLE 39 **DEGREE DEFINITIONS**

The salary schedules listed in Appendix I of this Agreement shall be interpreted and applied in accordance with the following definitions:

- A. Salary schedule column definitions up to and including the Master's Degree.
 - 1. Bachelor - A baccalaureate degree earned at an accredited college or university.
 - 2. Bachelor plus 15 - The completion of fifteen (15) credits beyond the baccalaureate degree in a program approved by an accredited college or university which leads to a master's degree or 30 credits. The Bachelor plus 15 column on the salary schedule shall apply only to those teachers on that column as of July 1, 2013.
 - 3. Master - A master's degree earned at an accredited college or university; or the completion of thirty (30) credits beyond the baccalaureate degree in a program approved by an accredited college or university. All teachers hired on or after July 1, 2013 must hold a Master's Degree in order to be placed on the Master's Degree column of the salary schedule.

B. Advanced Education

A plan of study for credit for advancement on the salary schedule beyond the master's degree shall be presented to the Superintendent of Schools for his approval.

1. Master plus 15 - The completion of fifteen (15) credits beyond the master's degree or equivalent in a program approved by an accredited college or university.
2. 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 beyond the master's degree in a program approved in an accredited college or university; or a "Sixth-Year Certificate" from an accredited college or university.
3. Sixth Year plus 15 - The completion of 15 credits beyond the Sixth Year in a planned program.
4. Sixth Year plus 30 - The completion of 30 credits beyond the Sixth Year in a planned program.
5. Sixth Year plus 45 - The completion of 45 credits beyond the Sixth Year in a planned program. The Sixth Year plus 45 column on the salary schedule shall apply only to those teachers on that column as of July 1, 2013.
6. Doctorate - A doctoral degree earned at an accredited college or university.
7. A teacher must work in excess of ninety (90) student school days in any given school year to be eligible to advance a step on the salary schedule in such years that step advancement has been specifically negotiated between the parties.

- C. Those courses which support the qualifications for an advanced degree program applicable to the education profession or courses which support efforts to qualify for a planned change of position within the District, will be approved for advancement on the salary schedule.

ARTICLE 40
PLACEMENT ON SALARY SCHEDULE

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

1. Degree status as defined under Article 39, "Degree Definitions."
2. Two (2) or more years of active service in the Armed Forces of the United States shall be applied as one (1) year of teaching experience. All previous credit given under this paragraph shall remain in effect.

3. Teachers may be eligible for a salary adjustment twice a year, in September and in February. Such teacher shall submit a notice of the expected change to the Superintendent's office by March 1st. Such personnel shall submit an official college transcript verifying the total number of credits earned before September 30th and/or before February 28th.
4. Consideration will be given to new teachers for all previous years of certified teaching in a public school or vocational-technical school.
5. Credit may be given at the discretion of the Superintendent of Schools for a teacher's experience in another field prior to entering the teaching profession provided that such experience was directly related to his/her teaching field.
6. No rule governing placement of teachers on the various steps of this salary schedule shall be retroactive whether it affects a teacher beneficially or adversely.
7. On or before September 10th of each school year, the Superintendent and/or his/her designee shall provide the Association President(s) with a list of all new hires, indicating the school(s), grade, department and position they have filled, and their placement on the salary grid.

ARTICLE 41 **PAY SCHEDULE**

- A. Teachers shall be paid biweekly on Fridays, beginning with the first Friday after the opening of school, in accordance with one of the payment options listed below:
 1. 1/22 of the annual salary paid in 22 equal installments.
 2. 1/26 of the annual salary paid in 26 equal installments.
 3. 1/26 of the annual salary paid in 21 equal installments with 5/26 of the annual salary paid in the 22 and final installment.

Payroll option sheets will be distributed every year with teacher contracts/salary agreements so that teachers may choose their option.

- B. If the scheduled biweekly payment falls on a non-teaching day, teachers will receive their pay on the preceding teaching day, if such day is within two (2) days of the scheduled pay day, unless an emergency exists which is beyond the control of the Board, whereupon other arrangements for check distribution will be made.

ARTICLE 42
STAFF SALARIES

- A. The salaries of all teachers covered in this Agreement are set forth in Appendix I which is attached hereto and made a part of this Agreement.
- B. The Board of Education may recognize a teacher for his/her extraordinary contributions to the Region # 16 School District based upon a recommendation by the Superintendent of Schools and/or any member of the Board of Education. An additional payment not to exceed \$1,000 may be granted in any one year, to reward teachers who have demonstrated special excellence in the fulfillment of their regular role. The Superintendent and/or the Board's determination regarding such merit payment shall not be subject to the grievance procedure set forth in this Agreement. Nominations and/or the awarding of any such merit payment shall not be an annual requirement and shall be separate and distinct from negotiated teacher compensation.
- C. In addition to his/her regular salary, a Teaching Vice Principal shall receive a \$1,750 annual stipend. To be eligible for this position, a teacher must possess a 092 certificate. The selected candidates will be chosen by the Building Principal, subject to the approval of the Superintendent. The determination as to whether there is a need for this position will be made on an annual basis by the Board of Education, in consultation with the Superintendent.

ARTICLE 43
LONGEVITY PAY

- A. Upon completion of long and faithful service to Region No. 16, the Board of Education shall pay longevity amounts to each member of the professional staff according to the following schedule:

12-15 years	\$ 900
16-20 years	\$1,000
21-25 years	\$1,100
26-30 years	\$1,200
31+ years	\$1,300

For the purpose of the years of service requirement above, all years of service must be continuous. Continuous service to the Town of Prospect or Beacon Falls prior to regionalization shall be credited for the purpose of this Article as continuous service to the Regional School District No. 16, provided employment was continued by the Regional District without interruption.

- B. Such payments shall be subject to taxes and related withheld amounts in accordance with state and federal laws.
- C. Longevity payments are in addition to the teachers' annual salary.

- D. Longevity shall be paid either in equal amounts per Article 41 or in a lump sum on or before the last pay day during the school year at the option of the teacher.

ARTICLE 44

UNION DUES

- A. Deductions. Upon the submission of a voluntary written authorization signed by a teacher, the Region No. 16 Board of Education agrees to deduct from each teacher an amount equal to the Association membership dues by means of payroll deductions. The amount of the deduction for Association members 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 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 school each year.
- B. Subsequent Employment. Subject to the provisions above, 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.
- C. 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.
- D. Save Harmless. The Association agrees to indemnify and hold the Board harmless against any liability including reasonable attorney's fees, which may arise by reason of any action taken by the Board in complying with the provisions of this Section.
- E. The singular reference to the "Association" herein shall be interpreted as referring to the Region No. 16 Education Association, the Connecticut Education Association and the National Education Association.

ARTICLE 45

PAYROLL DEDUCTIONS

- A. In addition to those deductions required by law, and those for health benefit co-pay, the following agencies are eligible for payroll deductions. All requests for deductions must be in writing on approved authorized forms, with the exception of B.5, Service Fee.
- B. A list of approved deductions is as follows:
1. Life Insurance
 2. Association Dues (Region No. 16 Education Association, Connecticut Education Association, National Education Association)
 3. Waterbury, Connecticut Teachers' Federal Credit Union
 4. Tax Sheltered Annuities
 5. Service Fee

- C. The Association shall certify to the Board in writing the rate of its membership dues and service fee.
- D. Teachers shall receive their paychecks by electronic deposit to the banks of their choice.

ARTICLE 46 **PERSONNEL FILE**

- A. A teacher shall be given written notice of material placed in his/her personnel file. A teacher may submit a written notation regarding any material in his/her file and the same shall be attached to the file copy of the material in question. If the teacher is asked to sign materials placed in his or her personnel file, such signature shall be understood to indicate his or her awareness of the materials, but in no instance will said signature be interpreted to mean that the teacher agrees with the content of the material.
- B. No teacher shall be disciplined without just cause.

ARTICLE 47 **COMPENSATION FOR COURSE WORK**

Teachers who meet the following conditions shall receive partial reimbursement for the cost of tuition incurred in taking college level courses as part of an approved program of study at an accredited college or university.

1. The course work must be over and above any work required to achieve or maintain provisional, standard or other certification required by state or federal law or regulation of the Connecticut Department of Education;
2. The courses must concern educational or subject areas identified on a list issued from time to time by the Board of Education as qualifying for course reimbursement or must be courses recommended by the Superintendent to specific individuals for improving their skills;
3. The particular courses must be approved by the Superintendent in advance. The Superintendent's decision is final and not subject to the grievance procedure;
4. The teacher must receive at least a "B" grade for the entire course. A transcript or other official record of such grade must be provided;
5. The Board shall guarantee the following amounts for teachers' course reimbursement: \$20,000 per year for all three years of the contract. A deadline for applications shall be set;
6. Any teacher whose course is approved shall submit evidence of the costs of tuition and the Board shall, if all conditions are met, reimburse the teacher 75% of such agreed upon costs;

7. No teacher shall receive reimbursement for more than one course in any school year unless, after the deadline has passed, and after all applications have been approved or disapproved, the amount of funds designated for that year have not been exhausted. Teachers intending to seek reimbursement for more than one course should apply for all courses at the same time, in order of preference. In the event there are course work funds remaining after teachers have been approved for their initial course reimbursement, the remaining funds shall be divided equally (per person) among teachers who have applied for additional course reimbursement;
8. In no case shall reimbursement for a single course exceed \$500.
9. Teachers shall be eligible for tuition reimbursement as set forth in this Article, provided that they have been employed for one full year by the Board and further that they agree to remain employed by the Board for at least two full school years following the payment of any such reimbursement. Such agreements shall be executed in writing on forms provided by the Board. In the event that such a teacher separates from employment by the Board prior to the expiration of such two (2) year period the teacher shall be required to repay to the Board the full amount of any such reimbursement paid by the Board, at the time of such separation.

ARTICLE 48 **TEAM MENTOR COMPENSATION**

Any teacher who has successfully completed mentor training through an approved State Department of Education "Mentor Training Program" and who thereafter accepts an assignment to serve as a mentor for new teachers under the Teacher Education and Mentoring Program (TEAM) shall be paid in accordance with the State reimbursement model. In addition to the State's contributions to this program, the Board shall pay each teacher mentor an annual stipend of two hundred seventy five dollars (\$275).

In addition to teacher mentors, there shall be one master mentor to oversee the District's team mentor program. The Board shall pay said master mentor an annual stipend of five hundred dollars (\$500).

ARTICLE 49
SIGNATURES

IN WITNESS WHEREOF, the parties hereunto have caused this contract to be executed by their proper officers, duly authorized, and their signatures affirmed hereto as of the date:

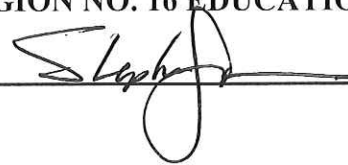
REGION NO. 16 BOARD OF EDUCATION

Date: 11/24/18

By: 

REGION NO. 16 EDUCATION ASSOCIATION

Date: 11/15/18

By: 

APPENDIX I
2019-20 SALARY SCHEDULE

Exp.	Step	BA	BA+15	MA	MA+15	MA+30	6TH+15	6TH+30	6TH+45
	1								
	2								
0	3	49,532	50,320	51,208	52,124	52,954	55,006	57,315	61,831
1-5	4	50,419	51,241	52,217	53,206	53,934	57,974	59,783	63,497
6	5	51,310	52,352	53,272	54,181	55,161	59,811	61,750	65,035
7-10	6	52,511	53,407	54,516	55,422	56,399	61,051	63,054	66,300
11	7	53,814	54,943	55,896	56,981	58,229	62,651	64,524	68,293
12	8	55,107	56,100	57,396	58,472	60,624	64,617	66,539	71,305
13	9	57,692	59,306	60,559	62,170	64,323	67,910	69,708	75,423
14	10	60,500	62,255	63,970	65,626	67,881	71,465	73,122	78,713
15	11	63,840	65,738	67,914	69,615	71,968	75,368	77,210	81,869
16	12	67,716	69,790	72,347	74,152	76,679	80,043	82,044	86,118
17	13	71,592	73,842	76,780	78,689	81,390	84,718	86,878	90,367
18-20	14	75,468	77,894	81,213	83,226	86,101	89,393	91,712	94,616
21	15	79,345	81,946	85,647	87,763	90,810	94,068	96,547	98,865

Each teacher will advance one step on the salary schedule, in accordance with the schedules set forth above, effective at the beginning of the 2019-20 contract year. Teachers on step 14 in 2018-19 shall move to the new step 15.

2020-21 SALARY SCHEDULE

Exp.	Step	BA	BA+15	MA	MA+15	MA+30	6TH+15	6TH+30	6TH+45
	1								
	2								
	3								
0-1	4	50,419	51,241	52,217	53,206	53,934	57,974	59,783	63,497
2-6	5	51,310	52,352	53,272	54,181	55,161	59,811	61,750	65,035
7	6	52,511	53,407	54,516	55,422	56,399	61,051	63,054	66,300
8-11	7	53,814	54,943	55,896	56,981	58,229	62,651	64,524	68,293
12	8	55,107	56,100	57,396	58,472	60,624	64,617	66,539	71,305
13	9	57,692	59,306	60,559	62,170	64,323	67,910	69,708	75,423
14	10	60,500	62,255	63,970	65,626	67,881	71,465	73,122	78,713
15	11	63,840	65,738	67,914	69,615	71,968	75,368	77,210	81,869
16	12	67,716	69,790	72,347	74,152	76,679	80,043	82,044	86,118
17	13	71,592	73,842	76,780	78,689	81,390	84,718	86,878	90,367
18	14	75,468	77,894	81,213	83,226	86,101	89,393	91,712	94,616
19	15	80,321	82,954	86,700	88,842	91,927	95,225	97,735	100,081

Each teacher who is not on the maximum step will advance one step on the salary schedule, in accordance with the schedules set forth above, effective at the beginning of the 2020-21 contract year.

2021-22 SALARY SCHEDULE

Exp.	Step	BA	BA+15	MA	MA+15	MA+30	6TH+15	6TH+30	6TH+45
	1								
	2								
	3								
0	4	50,419	51,241	52,217	53,206	53,934	57,974	59,783	63,497
1-2	5	51,310	52,352	53,272	54,181	55,161	59,811	61,750	65,035
3-7	6	52,511	53,407	54,516	55,422	56,399	61,051	63,054	66,300
8	7	53,814	54,943	55,896	56,981	58,229	62,651	64,524	68,293
9-12	8	55,107	56,100	57,396	58,472	60,624	64,617	66,539	71,305
13	9	57,692	59,306	60,559	62,170	64,323	67,910	69,708	75,423
14	10	60,500	62,255	63,970	65,626	67,881	71,465	73,122	78,713
15	11	63,840	65,738	67,914	69,615	71,968	75,368	77,210	81,869
16	12	67,716	69,790	72,347	74,152	76,679	80,043	82,044	86,118
17	13	71,592	73,842	76,780	78,689	81,390	84,718	86,878	90,367
18	14	75,468	77,894	81,213	83,226	86,101	89,393	91,712	94,616
19	15	81,566	84,240	88,044	90,219	93,352	96,701	99,250	101,632

Each teacher who is not on the maximum step will advance one step on the salary schedule, in accordance with the schedules set forth above, effective at the beginning of the 2021-22 contract year.

APPENDIX II

**COMPENSATION FOR
HIGH SCHOOL STIPEND POSITIONS**

POSITION	BASE FROM 2018-2019
Student Publications Literary Magazine	\$1,068
Newspaper	\$1,259
Yearbook	\$2,669
Drama Production	\$1,571
Music Production	\$1,571
Student Council	\$1,346
National Honor Society	\$1,259
Honor Society Advisor	\$584
Math Honor Society Advisor	\$530
Math Team	\$977
Senior Class Advisor - per class advisor (2)	\$1,454
Junior Class Advisor - per class advisor (2)	\$1,188
Sophomore Class Advisor - per class advisor (2)	\$987
Freshman Class Advisor - per class advisor (2)	\$787
Advisory Coordinator	\$1,554
DECA Club Advisor - School Store	\$1,334
Ski Club Advisor - per advisor (2)*	\$814
Art Club Advisor	\$509
Special Area Clubs (To be determined)	\$0
Department Chair (administrative/supervisory certification)	\$5,240
Web Master - WRHS	\$1,849
Woodland for Women Worldwide	\$1,486
High School Pep Band Coordinator (Football)	\$618
One Region One Book	\$636
Human Relations Officer	\$678
Robotics Club Advisor	\$1,106
WRHS Auditorium Manager	\$1,624
Title I After-School Tutor	\$34.31/hr.
Quiz Bowl Advisor	\$634
Internet Advisor	\$1,071
Hawk Productions	\$849
WRHS-TV	\$849
Hawkwings Advisor	\$1,591
Best Buddies	\$1,591
Music Performance/Events	\$1,471
CSI Woodland	\$1,167
Virtual Learning Coordinator	\$628
Test Coordinator (PSAT/SAT/SBAC)	\$755
Timber Team	\$1,319

*Should more than two individuals volunteer and serve in this role, the combined value of the two paid stipend positions shall be divided among those serving.

High School Department Chairs:

1. Teaching load reduced by two instructional periods.
2. \$220 per teacher for whom Chair is responsible in excess of five teachers.
3. Responsibility for coordinating Grades 6 — 12

Areas:

English
Social Studies
Math
Science
Fine Arts (music and art)
Practical/Applied Arts (tech-ed, business, etc.)
World Languages
Guidance
Special Education

The above positions shall be posted in accordance with Article 22, II, B.

APPENDIX II (continued)

HS COACHING	BASE FROM 2018-19
Football	
Head	\$6,806
Assistant	\$5,104
Basketball	
Head	\$5,854
Assistant	\$4,220
Freshman	\$4,220
Baseball/Softball	
Head	\$5,854
Assistant	\$4,084
Freshman	\$4,084
Swimming	
Head	\$5,446
Assistant	\$3,744
Diving Assistant	\$1,871
Diving Assistant Coach	\$3,744
Track	
Head	\$5,446
Assistant	\$3,744
Indoor Track	
Head	\$3,744
Assistant Indoor Track (Winter Track) Coach	\$2,576
Cross Country	
Head	\$4,084
Assistant	\$2,721
Unified Sports Coach	\$2,721
Volleyball	
Head	\$4,084
Assistant	\$2,721
Freshman	\$2,721
Tennis	
Head	\$4,084
Assistant	\$2,721
Golf	
Head	\$4,084
Assistant	\$3,176
Soccer	
Head	\$4,764
Assistant	\$3,336

HS COACHING**BASE FROM
2018-19****Cheerleading**

Head	\$4,424
Assistant	\$2,721

Dance

Head	\$4,424
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Trainer (Each Season)	\$4,981
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1. The following compensation shall be withheld for the High School Football coaches until completing spring football practice: Head Coach, three hundred dollars (\$300.00); Assistant Coach, two hundred dollars (\$200.00).
2. Each Head Coach at the high school level shall be reimbursed for expenses incurred by him/her in the course of his/her employment up to a maximum of \$250.00 per sport per season.
3. Each Freshman and Assistant Coach at the high school level shall be reimbursed for expenses incurred by him/her in the course of his/her employment up to a maximum of \$150.00 per sport per season.

APPENDIX III
EXTRA PAY FOR EXTRA DUTY
ELEMENTARY SCHOOL & MIDDLE SCHOOL

- A. Extra-curricular positions are considered to be beyond the scope of the contracted salary for teachers. Therefore, the following extra duty positions will be compensated at the rate shown:

POSITION	BASE FROM 2018-19
Middle School Coordinator of Athletics	\$3,859
Basketball	\$2,762
X-Country	\$2,354
Baseball	\$2,354
Softball	\$2,354
Soccer	\$2,354
Middle School Swim Coach	\$3,744
Assistant X-Country Coach LRMS	\$1,601
Middle School Advisory Coordinator	\$1,273
Newspaper (LRMS)	\$1,259
Cheerleading	\$1,421
Honor Society	\$1,259
Student Council	\$1,346
Elementary Yearbook Adv.	\$1,112
Middle School Yearbook Adv.	\$1,809
School Store	\$1,346
Drama Club	\$1,346
Jazz Band	\$1,346
Drama Production Assistant	\$1,222
Graduating Class Advisor	\$814
Photography Club	\$814
Library Homework Club (1 each school)	\$838
Ski Club (2)	\$814
Washington Trip Coordinator	\$1,679
Cape Cod Trip Coordinator	\$1,679
English Language Learner	\$310
Elementary Test Coordinator (LLES, PES)	\$618
Middle School Test Coordinator	\$618
Web Master — Laurel Ledge	\$1,110
Web Master — Long River	\$1,849
Webmaster - Prospect Elementary	\$1,322
Wildcat News (LRMS)	\$795

POSITION	BASE FROM 2018-19
LRMS Fox 61 News Instructor	\$1,346
Golf Club	\$530
Art Club	\$814
Brainwaves Coordinator (LRMS)	\$814
Yearbook (PES, LLES)	\$1,112
Running Club (LLES)	\$545
Pokemon Club (LLES)	\$545
Curriculum Leaders (LRMS): Math, ELA, Science, Social Studies	\$1,500 ea.
District-Wide BloomBoard Coach (2 District positions: 1 Prospect, 1 Beacon Falls)	\$742
Complementary Observer (as needed per Job Description)	\$48.00/hr.

The above positions shall be posted annually in accordance with Article 22,II,B.

Additional positions may be established by the Board. If additional positions are established, the Board and Association shall negotiate the compensation due the position.

- A. Web Master positions are open to both certified and non-certified employees.
- B. Committee work outside the scope of this Agreement's Article 15, After School Meetings, shall be voluntary.

APPENDIX IV

"FOR INFORMATIONAL PURPOSES ONLY"

Sec. 10-156c. Military leave. Each professional employee certified by the State Board of Education and employed by a local or regional board of education who is a member of the reserve corps of any branch of the armed forces of the United States, as defined by section 27-103, shall be entitled to be absent from his or her duties or services while engaged in required field training in such reserve corps. No such employee shall be subjected by any person, directly or indirectly, by reason of such absence, to any loss or reduction of vacation or holiday privileges or be prejudiced by reason of such absence with reference to promotion or continuance in employment or to reemployment. The period of absence in any calendar year shall not exceed thirty days.

(1969, P.A. 788, S.1: P.A 78-218, S. 110.)

History: P.A. 78-218 specified applicability to employees of local or regional boards of education and to both male and female reservists.

Cited. 216 C. 253, 257

Section 10-156d. Reemployment after military leave. Any professional employees certified by the State Board of Education and employed by a local or regional board of education who leaves such employment for the purpose of entering the armed forces of the United States, as defined in Section 27-103, shall be reemployed by the board of education as hereinafter provided, provided such employee makes application for return to such employment within ninety days after receiving a certificate of honorable separation from the armed forces. The board of education shall employ such applicant in his or her former position and duties if such employment is available; and if not, shall employ such applicant in an equivalent position, if available; and if not, shall offer such applicant employment in any available position for which such applicant is qualified. Any employee returning to the employ of the board of education as herein provided shall be credited with a period of such service in the armed forces to the same extent as though it had been a part of the term of employment by such board of education. This section shall not apply to any such employee who, because of voluntary reenlistment, has been absent from the employ of such board of education for a period of more than three years in addition to war service as defined in said section 27-103 or compulsory service and the ninety-day period as hereinbefore provided.

(1969, P.A. 788, S.2: P.A 78-218, S. III.)

History: P.A. 78-218 substituted "local" for "town" boards of education and made technical changes.

Cited. 216 C. 253, 257

APPENDIX V
UNDERSTANDINGS
BETWEEN
REGION NO. 16 EDUCATION ASSOCIATION
AND
REGION NO. 16 BOARD OF EDUCATION
Attached for Informational Purposes Only

1. The parties recognize that psychologists and therapists employed in positions in Region 16 which require appropriate certification, and who are not otherwise excluded, are part of the bargaining unit. The bargaining unit employees shall receive compensation and benefits in accordance with this agreement. The parties also recognize that the status quo is that the Board has historically obtained such services from outside parties, on an as-needed basis, to augment services provided by individuals occupying positions in Region 16.
2. With respect to parent-teacher conferences, Article 16, Section F: Once the conference schedule is established, teachers agree to adhere to it and not modify it for their own personal convenience. Prior to the scheduling of conferences, teachers of the Unified Arts will provide the administration with a list of parents that they would like to meet with during the conference period.
3. Re: Tax sheltered annuities. There are currently twelve annuities for which the Board allows payroll deduction. As annuities are dropped from the current list of allowed annuities, the new reduced total becomes the new maximum allowed number of annuities. If a new annuity is desired to replace an existing annuity, five or more individuals must agree to enroll in it. If any individual teacher wishes to change a deduction for an existing annuity he/she must request such change in writing to the controller at least fifteen days before the first payday in September, December, April or July. New hires may not bring additional annuities. New hires have an exemption from the September notification date.
4. Notwithstanding the provision of Article 23, Section B, high school teachers may voluntarily agree to teach a sixth class in lieu of a supervisory period. Such agreement is neither precedent setting nor construed as establishing a practice for the future.
5. The experience column was added to the salary schedules in the 2001-04 contract to address the elimination of two steps, and is not intended to alter step placements of current staff. The experience column reflects experience in Region No. 16 and credit given at the time of hire.

MEMORANDUM OF AGREEMENT

The Region No. 16 Board of Education (the "Board") and the Reg. No. 16 Education Association (the "Association") agree as follows:

The Superintendent will share the proposed school calendar with the Association at least five (5) days prior to submitting the proposed calendar to the Board. The Association will have the right to provide input to the Superintendent regarding the proposed calendar, with the understanding that the input is advisory, and that the Board of Education has the authority to determine the calendar.

REGION NO. 16
BOARD OF EDUCATION

By: 

Date: 11/14/18

REGION NO. 16
EDUCATION ASSOCIATION

By: 

Date: 11/15/18

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT is made by and between the Region # 16 Board of Education (the "Board") and the Region # 16 Teachers Association (the "Association"). The Board and the Association will herein be referred to collectively as the "parties."

Whereas, the Board and the Association are parties to a collective bargaining agreement covering the period August 15, 2016 through August 14, 2019, (the "Agreement").

Whereas, the parties agree that it is in the parties' mutual interest to change the insurance plan to the State Partnership Plan 2.0 ("SPP) effective July 1, 2019, and

Whereas, the parties agree that the following terms will be included in the successor collective bargaining agreement, and

Now therefore, the parties agree that the following provisions will be effective July 1, 2019:

Effective July 1, 2019, subject to the conditions set forth below, in lieu of the health and medical benefits, including dental, described in Article 35 and corresponding Appendices in the 2016-2019 Agreement, the Board shall offer each bargaining unit member the opportunity to participate in the Connecticut State Partnership Plan 2.0 (SPP) for health medical benefits, including dental. The plan benefits shall be as set forth in the SPP effective on July 1, 2019, including any subsequent amendments or modifications made to the SPP by the State and its employee representatives. The administration of the SPP, including open enrollment, beneficiary eligibility and changes, and other administration provisions shall be as established by the SPP.

- a. Promptly upon ratification of this Agreement and commitment from the Board's other unionized employees to join the SPP, the Board shall apply to the State to admit this bargaining unit to the SPP. Should the Board's application be accepted, these provisions related to the SPP shall be implemented. Should the Board's application be rejected and reconsideration be denied, the parties shall maintain the status quo until time to negotiate successor agreement.
- b. The premium rates shall be set by the SPP. Based on such rates, a blended rate will be established to provide the same rate to active and retired teachers in accordance with state statute.
- c. The employee percentage share of such premium cost shall be eighteen percent (18%) in 2019-20, eighteen and one quarter percent (18.25%) in 2020-21 and eighteen and one half percent (18.5%) in 2021-22. Such percentage share increases shall take effect August 15th of each contract year.

- d. The SPP contains a Health Enhancement Plan (HEP) component. All employees participating in the SPP are subject to the terms and provisions of the HEP. In the event SPP teachers impose the HEP non-participation or noncompliance \$100 per month premium cost increase or the \$350 per participant to a maximum of \$1400 family annual deductible, those sums shall be paid 100% in their entirety by the non-participating or non-compliant employee. No portion or percentage shall be paid by the Board. The \$100 per month premium cost increase shall be implemented through payroll deduction, and the \$350/\$1400 annual deductible shall be implemented through claims administration.
- e. In the event any of the following occur, the Board or the Union may reopen negotiations in accordance with Conn. Gen. Stat. Section 10-153f(e) as to the sole issue of health insurance, including plan design and plan funding, premium cost share and/or introduction of replacement medical insurance in whole or in part.
 - i) If the SPP in its current form is no longer available; or if the benefit plan design of the SPP is modified as a result of a change in the State's collective bargaining agreement with SEBAC, if such modifications would substantially increase the cost of the medical insurance plan offered herein. For purposes of this Agreement, a substantial increase shall be defined as five percentage points above national trend. Reopener negotiations shall be limited to health insurance plan design and funding, premium cost share and/or introduction of an additional optional health insurance plan; and/or
 - ii) If Conn. Gen. Stat. Section 3-123rrr et seq. is amended, or if there are any changes to the administration of the SPP, or if additional fees and/or charges for the SPP are imposed so as to affect the Board, any of which amendments, changes, fees or charges (individually or collectively) would substantially increase the cost of the medical insurance plan offered herein. For purposes of this Agreement, a substantial increase shall be defined as five percentage points above national trend. Reopener negotiations shall be limited to health insurance plan design and funding, premium cost share and/or introduction of an additional optional health insurance plan; and/or
 - iii) If the cost of medical insurance plan offered herein is expected to result in the triggering of an excise tax under The Patient Protection and Affordable Care Act ([ACA; P.L. 111-148], as amended, inter alia, by the Consolidated Appropriations Act of 2016 [P.L. 114-113]) and/or if there is any material amendment to the ACA that would substantially increase the cost of the medical insurance plan offered herein. For purposes of this Agreement, a substantial increase shall be defined as five percentage points above national trend. Reopener negotiations shall be limited to health insurance plan design and funding, premium cost share and/or introduction of an additional optional health insurance plan.
- f. In any negotiations triggered under subparagraph e above as well as negotiations for a successor to this collective bargaining agreement, the parties shall consider the plans set forth in Article 35 of the 2016-2019 Agreement and the corresponding appendices to be

the baseline for such negotiations, and the parties shall consider the following additional factors:


- Trends in health insurance plan design outside of the SPP;
- The costs of different plan designs, including a high deductible health plan structure and a PPO plan structure.

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

Region # 16 Board of Education

Region # 16 Teachers Association

By  11/14/18
Date

By  11/15/18
Date

MEMORANDUM OF AGREEMENT
Regarding a Committee of Stipend Review

THIS MEMORANDUM OF AGREEMENT is made by and between the Region # 16 Board of Education (the "Board") and the Region # 16 Teachers Association (the "Association"). The Board and the Association will herein be referred to collectively as the "parties."

Whereas, the Board and the Association are parties to a collective bargaining agreement covering the period August 15, 2019 through August 14, 2022, (the "Agreement").

A. As time passes, it may be necessary to review and revise this schedule in the light of experience and changing circumstances. A "Committee of Review" made up of seven (7) members: Three (3) administrators, the Superintendent and three (3) persons designated by the Association. This committee will meet at least once each year (or more frequently as issues arise) to consider changes, to hear from members of the faculty, and to formulate recommendations. The Superintendent shall report any action on such recommendations to the Board of Education.

B. The Committee of Review will publish its agenda at least five (5) school days before each of its meetings.

C. Within ten (10) days after each of its meetings, the minutes of each Committee of Review Meeting will be sent to the Board of Education's Personnel Committee and the President of the Association and will be available upon request to all teachers.


D. The Board and the Association will negotiate over the transition to a regular stipend schedule and over possible deletion of the Committee of Review.

E. The Stipend Review Committee shall report back to the Board and the Association regarding its recommendations no later than July 1st of each year. The recommendations of the Stipend Review Committee shall be a notification to the Board of Education and the Association. In the event that either the Board or the Association are in disagreement of the recommendations of the Stipend Review Committee, the matters in dispute shall be submitted to mid-term interest arbitration in accordance with the provisions of the Teacher Negotiation Act.

Region # 16 Board of Education

Region # 16 Teachers Association

By  11/14/18
Date

By  11/15/18
Date