PROFESSIONAL AGREEMENT

BETWEEN THE

BOARD OF EDUCATION OF REGIONAL DISTRICT ELEVEN

AND THE

REGIONAL DISTRICT ELEVEN EDUCATION ASSOCIATION

July 1, 2019 through June 30, 2022

RECEIVED 12/27/18, 12:45 p.m.
CHAPLIN
TOWN CLERK Shawn Smith

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PREAMBLE

The **Board of Education of Regional District Eleven** and the **Regional District Eleven Education Association**, under the provisions of the General Statutes of Connecticut, Sections 10-153b through 10-153g, have negotiated the following Agreement in order to fix for the term of this Agreement salaries and other conditions of employment. To the extent any Board policy conflicts with a provision in this contract, the contract language shall supersede the Board policy, as long as the contract language is consistent with federal and state laws and regulations.

ARTICLE 1
THE PARTIES AND DEFINITIONS

A. The Board of Education of Regional District Eleven (hereinafter referred to as "the Board") is a public body, established under and with powers provided by the General Statutes of the State of Connecticut. As the elected representatives of the citizens of the towns comprising Regional District Eleven, the Board is charged with the responsibility for the quality of education in Parish Hill High School and for the efficient and economical operation of the school. The Board has the final responsibility for the establishment of the educational policy. Nothing in this Agreement shall be deemed to derogate or impair the powers and responsibilities of the Board under the General Statutes or the rules and regulations of any agency of the State of Connecticut. All rights, powers, authority and prerogatives of the Board shall continue exclusively vested in the Board unless specifically limited by the express provision of this Agreement. As an aspect of this authority, the Board may assign teachers hired by the central office committee to teaching positions within the school district.

B. The Board recognizes the RDEEA (hereinafter referred to as "the Association") as the exclusive bargaining representative for the group of certified professional employees and professional personnel holding durational shortage area permits employed by the Board of Education in positions requiring a teaching or other certificate, other than temporary substitutes, and who are not included in the administrators' unit or excluded from the purview of Sections 10-153a to 10-153g, inclusive.

C. Durational Shortage Area Permit (DSAP)

1. Teachers holding a DSAP shall be covered by all the terms and conditions of this Agreement, except as provided herein:

   a. Article 7 (Teacher Rights and Responsibilities), Section F1c.

   b. Article 9 (Leaves), Sections D and E.

   c. Article 20 (Reduction In Force and Recall).

2. A DSAP holder shall not accrue seniority or length of service for purposes of this Agreement. Notwithstanding the foregoing, if a DSAP holder becomes certified as a teacher and is employed by the Board as a certified teacher the subsequent school year without any break in employment service, the teacher shall be credited with years of continuous employment service as a DSAP holder for purposes of seniority and length of service under this Agreement.

3. The Board shall have the right not to renew and/or terminate the employment of a DSAP holder, and the DSAP holder shall have no right to file and/or pursue a grievance under this Agreement with respect to such action.

D. The terms "Board of Education" or "Board", as used in this Agreement, shall mean the Board of Education of Regional School District No. 11 or a member, committee, or employee of the Board as designated by it. The terms "Superintendent of Schools" or "Superintendent" shall mean the Superintendent of Schools or an employee of the Board as designated by him or her. The term "Principal" shall mean the Principal or his or her administrative designee.

E. The use of any gender shall include all genders.

F. Certified Substitute Teachers

Certified substitute teachers who are hired for one (1) school year appointments in the same position shall be placed on the first step of the bachelor's salary schedule and shall be covered by the terms and conditions of this Agreement for the duration of the assignment, except for Article 5 (Contracts), Section A; Article 7 (Teacher Rights and Responsibilities), Section F1c; Article 9 (Leaves), Sections A2, C, D and E; and Article 20 (Reduction In Force and Recall).

ARTICLE 2
DURATION

A. The provisions of this Agreement shall become effective July I, 2019 and shall continue and remain in full force and effect through June 30, 2022.

B. In the event that the Board and the Association fail to secure a future Agreement prior to the termination of this Agreement, this Agreement shall remain in force until a future Agreement shall become effective; the effective date of such future Agreement to be negotiated.

C. In the event that any portion of this Agreement is ruled invalid by authority of any competent legal jurisdiction, the balance of this Agreement shall remain in effect.

ARTICLE 3
CONSULTATION

In recognition of the importance of continuing consultation to the accomplishment of their mutual purposes, the Board and the Association will confer with each other from time to time as circumstances make necessary or desirable, formally or informally, through committees or meetings between representatives, in order to maintain communication about programs, consult on developments or cooperate in planning. Nothing in this Article shall require the institution of midstream negotiations under §10-153 (a), et seq., of the Connecticut General Statutes, unless otherwise required by law.

ARTICLE 4
AMENDMENT/SEVERABILITY

A. Amendment

1. If the Board and the Association agree to the amendment or alteration of this Agreement, such amendments or alterations shall be written, executed by the Chairman of the Board, and the President of the Association, appended to this Agreement, and made a part thereof.

2. If the parties do not mutually agree to amend this Agreement, it remains in effect as written.

B. Severability

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

ARTICLE 5
CONTRACTS

A. Teachers entering the school system shall enter into a contract of employment in accordance with law.

B. Extended professional service assignments will be assigned accordingly to the following schedule:

1. Assignments for Program Coordinator and Key Teachers (if these positions continue to exist) for the following school year will be assigned in writing annually prior to June first

of the preceding school year. For purposes of determining a Key Teacher, the Administration reserves the right to combine with another department, any department(s) in which there is only one (1) member.

2. Openings for supervision of athletics will be posted in writing not later than thirty (30) days prior to the close of the preceding school year.

3. If reasonably possible, the assignments for supervision of non-athletics for the following school year will be made in writing within thirty (30) days of the conclusion of the current school year.

4. All extended professional services positions shall be posted with a job description (if available) and qualifications no less than three (3) weeks before the application deadline. Teachers under contract for the current school year must be given preference for extended professional service positions over an applicant from outside the system if qualifications are equal.

ARTICLE 6
COPIES OF THIS AGREEMENT AND BOARD POLICIES

A. The Board shall provide each teacher with a complete text of this Agreement.

B. The Board shall maintain in the office of the principal, the teacher work room, and the office conference room for teacher inspection a binder containing all Board policies, including any new or changed policies as they are adopted. In addition, the President of the Association shall be provided a copy of all Board policies, including any new or changed policies as they are adopted. Those binders in the teacher work room and the office conference room and the binder provided to the President of the Association shall be updated and maintained by the Association with copies provided by the school administration.

ARTICLE 7
TEACHER RIGHTS AND RESPONSIBILITIES

A. Personal Rights

1. The private and personal life of a teacher is not the appropriate concern of the Board or its agents except as it may interfere with the teacher's responsibilities to the Board or relationships with students.

2. Teachers possess full rights of citizenship. The political or religious activities of any teacher, or the lack thereof, are not the concern of the Board or the Association nor grounds for any action on the part of either, unless such activities take place during

working hours on school grounds or interfere with the teacher's responsibilities to the Board or relationships with students.

3. No reprisals or other action of any kind shall be taken by either party to this Agreement against any teacher by reason of his membership in a professional educational organization or participation or non-participation in its activities.

4. No teacher shall be given a written reprimand, suspended without pay or denied a general salary increase or increment without reasonable and just cause.

B. Personnel Files

1. After original employment, each teacher shall be provided a copy of the material placed in his/her personnel file. Each teacher has the right to examine the material in his/her personnel file, and to be provided with additional photocopies of any such material at cost. Such examination(s) will take place in the presence of an agent of the Board and, at the discretion of the teacher, in the presence of a representative of the Association. A notation of such examination(s) shall be placed in the file, signed by those present.

2. A teacher, at his/her discretion, may attach written comments or notations to any material in this personnel file.

3. If the teacher is asked to sign any material placed in his/her file, he or she shall affix his or her signature. However, any such signature shall be understood to indicate his/her awareness of the material, but in no instance shall said signature be interpreted to mean agreement with the content of the material.

C. Assignments

1. Teachers, when initially employed, shall receive their grade and subject assignments from the Principal or his or her agent. Continuing teachers shall receive notification of their assignments for the ensuing year prior to the close of the current year when reasonably practicable. In the event of a change in circumstances subsequent to regular notification of assignment, assignments may be changed as required by such circumstances. Teachers must be given prompt notice in writing of such changes.

2. Teachers' needs and goals for their assignments shall be presented in writing to the principal each year prior to May 15 and shall be considered in making their assignments.

3. Advance Placement Courses

   a. Teachers teaching any Advanced Placement (AP) course shall receive an annual stipend of five hundred dollars ($500).

   b. Any teacher whose AP student scores a four (4) or higher on any AP test shall

receive one hundred dollars ($100) for each score of four (4) or higher.

c. The parties agree that there shall be no effect on the Board's rights under the State Labor Board Decision #4555.

4. Senior Capstone Project

a. The teacher assigned to the Senior Capstone Project shall coordinate the activities associated with the project. The assignment to the Senior Capstone Project shall be made by the Superintendent, at his/her sole discretion, on a yearly basis.

b. Teachers, other than the Senior Capstone Project Coordinator, who voluntarily agree to serve on the Judging Committee for the Senior Capstone Project shall be given release time during the student school day in order to judge the students' Capstone projects. Judging the oral presentations shall take no more than two (2) afternoons during the student school day per year.

D. Teaching Day

1. All teachers shall have a daily uninterrupted duty-free lunch period which conforms with the school schedule.

2. Full-time teachers shall have one (1) preparation period for each five (5) teaching periods or their equivalent, during which time they may leave the building, if necessary for their preparation, upon agreement of the principal.

3. Meetings of the entire staff, excluding in-service days, regularly scheduled by the Principal or by the Superintendent after regular school hours, may be required of all teachers. Absent extenuating circumstances, part-time teachers shall be required to attend these meetings only if they work on the particular day when the meeting is scheduled.

E. Salary Impact Statement

1. In the event the Board changes the number of hours in the school day or the number of school days in the school year in a manner which would require negotiations under state law, the parties shall negotiate the impact of this change in accordance with this provision. Such negotiations, if not amicably resolved, shall be subject to the impasse resolution procedures set forth in §10-153b, et seq. of the Connecticut General Statutes.

2. The normal teacher workday shall be deemed to be seven (7) hours and fifteen (15) minutes in duration. The student year shall be one hundred eighty-two days (182) in duration and the teacher work year shall be one hundred eighty-seven (187) days, with

one (1) additional day (one hundred eighty-eight [188] day teacher work year), which at the Board's discretion may be used as a student instructional day or as a non-instructional day during which teachers may be assigned other professional responsibilities.

a. Guidance Counselors:

(1) Guidance counselors may be required to work up to ten (10) additional days before and/or after the normal teacher work year.

(2) The work schedule for guidance counselors shall be developed by mutual agreement of the counselors and the building administration, with the final determination and approval of the summer work schedule to be made by the building administration. The parties agree that flexibility and the concerns of each party shall be considered in the development of the summer guidance schedule.

(3) Compensation for guidance summer work shall be based on the individual counselor's per diem rate of pay for the hours worked.

b. The Board may change the length of the student year or the teacher work year subject to the requirement of impact negotiations set forth in subsection 1, above.

3. Meetings of the entire staff held not more than twice a month and lasting one (1) hour beyond the normal school day shall be deemed to be part of the normal school day.

4. Three (3) evening meeting (one [1] open house and two [2] parent-teacher conferences) per school year shall be deemed part of the normal school day.

5. This impact statement shall not become operative when teachers attend or participate in such meetings or school activities they may have been required to attend or participate in as a matter of past practice.

6. Changes in the normal workday and work year schedules shall only take place after a fifteen (15) day written notice is given to each affected teacher, with a copy to the Association President, except in cases of emergency or unforeseen circumstances.

7. When the Board determines a teacher or teachers should be present at an after school or evening student event (e.g. sporting event, dance, concert, etc.) it shall seek teacher volunteers. If no volunteers are forthcoming for a particular event, a teacher or teachers may be assigned to attend the event. A teacher so assigned shall be given no less than five (5) school days advance notice. If the teacher has an irreconcilable conflict, the administration shall switch that teacher's place with the next teacher in the rotation. In no event, shall any teacher be assigned to attend such an event more than

once a school year. Attendance shall be for up to three (3) hours. If a teacher volunteers to attend an event, he/she may not be assigned to attend another event during the school year. Teachers paid a stipend for attending an event (e.g. coach, choral director, band director, etc.) may not credit such attendance.

F. Professional Improvements

1. The improvement of abilities, the acquisition of skills, and the broadening of knowledge are the responsibilities of every professional. No provision of this Agreement is intended to limit those responsibilities. The following provisions are intended to aid in their fulfillment:

   a. Teachers will be encouraged to use all available time during the school day for individual and group planning, preparation of improved methods of presentation and development of teaching materials.

   b. Teachers will be encouraged to prepare grant proposals for research in and development of improved teaching methods and to carry out such proposals. Any proposals, before presentation to granting agencies, must be approved by the Principal and the Superintendent.

   c. Teachers who meet the following conditions shall receive partial reimbursement for the cost of tuition and course materials incurred in taking graduate level courses.

      (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 State Board 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) Requests for reimbursement shall be based upon a first-come, first-served basis until all available funds are allotted.

      (6) Prior to each school year the Board shall designate how much money will be

available to the staff for course reimbursement. The total amount available shall be ten thousand five hundred dollars ($10,500). A deadline for applications shall be set.

(7) Any teacher whose course is approved shall submit evidence of the costs of tuition and related materials and the Board shall, if all conditions are met, reimburse the teacher eighty-five percent (85%) of such agreed upon costs up to three hundred dollars ($300), per credit. Whenever the yearly pool is exhausted, no credit payment will be made after that. If any balance of the original amount, cited in Paragraph 6 hereinabove, exists after the initial distribution, the balance shall be distributed back to the participants proportionate to the credits.

(8) No teacher shall receive reimbursement for more than one (1) 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 (1) course should apply for all courses at the same time in order of preference.

2. Professional Development/In-Service

a. Within the guidelines developed by the State Department of Education, the Board shall establish a district wide Professional Development Committee which shall have two (2) teachers being appointed to the committee by the Association President, and with any other school personnel the Board and/or the Superintendent, or his/her designee, deem appropriate.

b. The Superintendent shall inform the Association of the annual in-service program schedule and content prior to the beginning of the school year. In the event of a change in circumstances subsequent to regular notification of the content of the in-service program, the program may be changed as required by such circumstances. Teachers must be given prompt notice in writing of such changes.

c. The in-service training program shall be evaluated at the conclusion of the program, independently by participants or representatives of participants. These evaluations shall then be presented to the Board.

G. Planning and Budgeting

1. Teachers will be required to take an active interest in the curriculum and instructional programs of the entire school and to participate in curriculum planning and evaluation.

2. Teachers shall express their budgetary needs to the Principal each year in writing and

shall have the opportunity to discuss those needs with the Principal, the Superintendent, and the Board.

3. There shall be continuing communication among the teachers, the Principal and the Superintendent of budget plans and developments. The Superintendent shall provide the Association with a copy of the budget proposed to the Board, and a copy of the line budget to be proposed for Regional District budget approval.

H. Citizen Complaints Concerning Teachers

1. In order to protect teachers from unwarranted charges and to provide a channel whereby considered complaints may be made and assured of attention, any such complaint concerning a teacher should be immediately brought to the attention of the Principal and to the teacher involved.

2. The teacher and the Principal shall confer about the complaint and attempt to resolve it. If resolution does not result, either the teacher or the Principal shall refer the problem to the Superintendent for resolution.

3. The Principal shall inform complainants of the resolution of their complaints.

4. Complaints to individual Board members or to the Board concerning teachers shall be subject to the procedures above, paragraphs 1 and 3.

5. The identification of the complainant shall be made known to the teacher when the complaint or reference to a complaint is placed in the teacher's personnel file.

6. Should a complaint involve the possible commission of a crime and an appropriate law enforcement officer or official from the Department of Children and Families requests that information not be disclosed to the teacher, the provisions of this section shall not apply.

ARTICLE 8
TEACHER PROTECTION

A. Assaults

1. The provisions of Section 10-236a of the General Statutes of the State of Connecticut apply to all parties to this Agreement.

2. Teachers shall report immediately in writing to the Principal or his or designee all cases of assault suffered by them in connection with their duties.

3. The Board shall comply with any request from the teacher involved for information in

its possession not privileged under law which relates to the incident or the persons involved.

B. Bodily Injury Benefits

1. Whenever a teacher sustains an injury arising out of and in the course of his/her performance of his/her duties which makes it impossible for him/her to continue to perform his/her duties, he/she shall as soon as possible, report such injury to the Principal in writing.

2. Such teachers shall be paid their full salary (less the amount of any workmen's compensation award made for temporary disability) for the period of such absence, but not to exceed one (1) calendar year. No part of such absence shall be charged to his/her annual or accumulated sick leave. In cases of proven contributory negligence on the part of the injured teacher, there will be no payment under this Article.

C. Payment Upon Termination

Upon termination of a contract before the end of the current school year, whatever the reason the teacher or his/her heirs shall receive any unpaid balance of salary due for leave used or services rendered to the date of the termination. For computation purposes, the amount due for each school day shall be the teacher's annual salary divided by the number of work days in the work year.

ARTICLE 9
LEAVES

A. Sick Leave

1. Teachers shall be entitled to sick leave with full pay up to fifteen (15) working days in each year. Unused sick leave shall be accumulated from year to year, so long as the teacher remains continuously in the service of the Board. Each teacher is authorized to accumulate sick leave up to, but not in excess of the number of days in a teacher's work year.

2. Long Term Leave

   a. Upon written requests of both the Association and the teacher, the Board may grant extended sick leave beyond accumulated sick leave for a teacher's own catastrophic long-term illness or injury causing him/her to be unable to work. For purposes of this provision, "long-term" means an anticipated absence of more than ninety (90) consecutive work days. For such extended sick leave, the teacher shall receive seventy percent (70%) of his/her salary for each day of absence subject to the following conditions:

b. Teachers shall fund the extended sick leave by voluntarily forfeiting one (1) day of accumulated sick leave for each day of extended sick leave. No one teacher shall contribute more than five (5) days of his/her accumulated sick leave each year.

c. Any requests from the Association for extended sick leave shall be accompanied by a contribution schedule indicating the names of the donors, the number of days to be contributed and the schedule of contributions. The length of the extended sick leave shall not exceed the number of donated days. Each request shall include a signed statement by each donor indicating their willingness to voluntarily donate a specified number of sick leave days and their understanding that such donation is forfeited as of the day the Association submits the request to the Board. Any forfeited days that are unused will be returned to the donors at the end of the teacher's extended leave, or at such time any denial of request is made in writing.

d. Any request from the teacher for extended leave shall be accompanied by medical certification qualifying the teacher for extended leave under this provision, including an indication of when the teacher is anticipated to be able to work on a full or limited duty basis. The Superintendent may require the teacher to undergo an examination by a Board appointed physician to verify this information, at the Board's expense.

e. Nothing in this provision shall be construed as preventing the Board from requiring whatever professional service the teacher is capable of performing or extending leave beyond what is medically necessary.

f. Such leave shall not extend beyond the school year in which it was allowed, nor shall more than one (1) leave be granted within a ten (10) year period.

g. This extended leave provision is not subject to the Grievance Procedure under this Agreement.

h. FMLA rules affecting intermittent leave, leave on a reduced work schedule and leave near the end of an academic schedule apply to extended leave.

3. <u>Medical Certificate</u>

a. At the commencement of, during the course of, and at the end of any paid or unpaid leave granted for any medical reasons, the Superintendent of Schools may require a teacher to provide medical certification(s) of absence and fitness to return to work from his/her medical care provider. The Superintendent may require the employee to undergo an examination by a Board-appointed physician to verify this information, at Board expense.

b. A certificate signed by a medical doctor, chosen and paid for by the teacher, may

be required to support any claim for sick leave in excess of four (4) consecutive school days, for any request for an extension of sick leave provisions and for any case in which the administration has a reasonable suspicion that sick leave is being abused by the teacher.

4. After seven (7) consecutive sick days, the Board in its sole discretion may require any teacher to submit to a physical examination by a physician or physicians designated by it, in the event that any claim is made for sick leave or for personal injury benefits. The cost of such procedures will be borne by the Board.

5. A teacher who retires with at least fifteen (15) years of service with the school district and is immediately eligible to receive retirement benefits under the Teachers' Retirement Act, §10-183b, et seq., of the Connecticut General Statutes, shall receive as severance pay twenty-five dollars ($25) per day of accumulated sick leave to the maximum accumulation allowed under this section. A teacher who provided notice of retirement between July 1 and December 31 of the contract year of retirement shall be paid this benefit on the next July 1st following retirement. A teacher who provided notice of retirement between January 1 and June 30 of the contract year of retirement shall be paid this benefit on the second July 1st date following retirement. Only those teachers hired to commence work on or before June 30, 1998 shall be eligible for this benefit.

B. <u>Personal Leave</u>

1. All teachers, hired prior to July 1, 2013, shall be entitled annually to a total of six (6) days leave (other than sick leave) with full pay. Teachers hired on or after July 1, 2013, shall be entitled annually to a total of four (4) days leave (other than sick leave) with full pay. These days shall not accumulate from year to year and the granting of such shall be subject to the following definitions and limitations:

   a. Two (2) days per year for unstated personal business shall be allowed except that they shall not be allowed on the school day or school day and a half preceding a holiday or holiday period or any weekend or the school day following a holiday or holiday period or during the last ten days of the school year. In emergency situations leave may, nevertheless, be granted on a restricted day provided the teacher explains the nature of the emergency to the Principal.

   b. Leave days may be taken for involuntary legal involvements.

   c. One (1) day per year will be granted for attendance at each graduation exercise for self, spouse, son or daughter.

   d. Three (3) days per year permitted for observance of religious holidays falling on days school is in session.

e. Leave days may be taken when there is illness of a member of the teacher's immediate family. Immediate family shall be defined as stated below in item 3 of this Section. This provision shall become applicable only in the event the ill member of the teacher's immediate family is house bound and in need of care. It shall be assumed that any son or daughter of a teacher aged twelve (12) or younger who is ill and house bound shall require care.

2. Application for leave hereunder shall be made to the Principal at least three (3) school days before taking such leave, except in the case of emergencies, and if the teacher is eligible for such leave, it shall be granted unless, in the opinion of the Principal, to do so would cause hardship or disability for the school system. In emergency situations (where it is impossible for a teacher to apply three [3] school days in advance) leave may, nevertheless, be granted provided the teacher explains the nature of the emergency to the Principal.

3. Five (5) days per year shall be permitted in the case of each death of an immediate family member. These funeral leave days are in addition to the six (6) leave days provided under Section A of this Article. Immediate family shall be defined to include the teacher's children, parents, spouse, cohabitant, domestic partner or other relative living in the same household as the teacher. In addition, a teacher will be allowed one (I) day leave per year to attend the funeral of a family member not residing in the teacher's household with two (2) days of travel time to attend such funeral in the event that the round trip to attend the funeral consists of more than five hundred (500) miles.

C. Pregnancy and Childbirth Leave

1. Disability caused or contributed to by pregnancy, miscarriage, abortion, childbirth and recovery therefrom shall be treated as temporary illness for all job related purposes. Policies involving commencement and duration of leave, the availability of seniority and other benefits and privileges, protection under health insurance plans, application of Family and Medical Leave, medical certifications and payment of sick leave shall be applied to disability due to conditions of pregnancy on the same terms and conditions as they are applied to illness. FMLA leave shall run concurrently with pregnancy and childrearing leaves.

2. Childrearing leave, for the purposes of this Agreement, is defined as a leave of absence, without pay, following the birth of a child, an adoption of a child or a legal fostering of a child.

3. A teacher may be entitled, upon written request submitted to the administration, to an extended leave without pay for purposes of childrearing, apart from any period of pregnancy-related disability leave. However, in the event the Board also employs the teacher's spouse, only one (1) spouse shall be entitled to childrearing leave for the same triggering event.

4. Subject to the Federal Family and Medical Leave Act, any teacher granted childrearing leave shall not qualify for benefits during the period of leave. However, the teacher may continue insurance benefits at his/her own expense, subject to any rules of the insurance carrier.

5. Childrearing leave may be granted until the mid-point of the school year or end of the employment year in which the child is born or adopted or fostered.

6. A teacher requesting childrearing leave shall submit a request in writing not less than sixty (60) days prior to the anticipated date of ending performance of duties.

7. Experience step level does not continue during the period of childrearing leave. Step at the time leave begins is used in determining salary schedule placement upon return to work.

8. Seniority shall not accrue during childrearing leave but shall be bridged upon the teacher's return to work.

9. Upon expiration of childrearing leave, the teacher returning from leave shall be returned to his/her former position or a comparable position.

D. Other Leaves

1. The Board may at its sole discretion, upon application by the teacher and recommendation by the Superintendent, grant leaves of absence without prejudice to teachers who wish to participate in exchange teacher programs, in full-time Peace Corps work, or in other recognized service programs. Ordinarily such leave will be granted without pay. Teachers returning from such leave will be placed on the salary scale in accordance with the provisions of Section F (Notice of Intent to Return) of this Article.

2. Such leaves will not be covered by insurance or any other benefits provided by this Agreement.

3. Other extended leaves, with or without salary, may be granted at the sole discretion of the Board.

E. Sabbatical Leave

1. Upon the recommendation of the Principal and Superintendent, a sabbatical leave of absence for the purpose of study may be granted by the Board to a teacher who has had an uninterrupted teaching service of seven (7) or more years, the last five (5) of which have been spent teaching at Parish Hill High School. Preference in the consideration of any application for sabbatical leave shall be based upon the following criteria:

a. Value of proposed sabbatical program to the school system and the teacher;

b. Number of applications granted to members of the applicant's department;

c. Priority of application;

d. Individual need;

e. Previous sabbatical leaves;

f. Seniority in the school system.

2. Requests for sabbatical leave shall contain a statement of the purpose for which the leave is sought and must be received in writing by the Superintendent no later than January 15 of the school year prior to that for which the leave is requested.

3. A sabbatical leave shall be for a maximum of one (1) year or for a specified fraction thereof, and the teacher shall be paid at the rate of one-half (½) his annual salary for the period of such leave, with the provision that the Board shall receive credit for any educational award, stipend, grant or fellowship received by such teacher to cover his/her activities during such sabbatical leave, so that no teacher may receive a sum in excess of his regular annual salary from all such sources combined.

4. The teacher returning from sabbatical leave shall be placed upon the appropriate step on the salary schedule as though he/she has been active in the system for the period of the sabbatical leave. The sabbatical leave shall not affect continuity of service nor accrual of benefits.

5. A teacher returning from a sabbatical leave will be required to return to his/her position or its equivalent for at least two (2) months for every month of paid leave following such leave or return the salary paid and any contribution for fringe benefits that is paid by the Board. Continued service with Regional School District 11 after the termination of the sabbatical leave will be prorated and credited against the teacher's obligation upon return from leave. To this end, each employee granted a sabbatical leave will be required to execute a promissory note at the commencement of leave memorializing this legal obligation. Such note shall provide that upon default, the teacher shall be responsible for refunding all sums owed to the Board with interest and all costs of collection, including reasonable attorney's fees. It is understood that if a teacher is unable to return to employment for the required period because of death or disability neither the teacher nor his/her estate shall be responsible for reimbursing the Board as provided above. For the purposes of this provision, "disability" means inability to engage in any substantial gainful activity by reason of any medically determined physical or mental impairment which can be expected to result in death or to be of long-continued and indefinite duration.

F. Notice of Intent to Return

1. With regard to any paid or unpaid leave of absence granted to a teacher under any section of this Agreement, the following rules shall apply:

   a. A teacher intending to return from a paid or unpaid leave at the commencement of an academic year shall file a notice of such intention with the Superintendent of Schools on or by April I preceding the scheduled date of return.

   b. Teachers required to return on a date other than at the commencement of an academic year shall file a notice of intent to return by or on the date established by the Superintendent of Schools at the commencement of the leave.

2. Any teacher who fails to file a notice of intent to return with the Superintendent of Schools by the required date shall be deemed to have resigned from the employ of the Board of Education effective on the notice of return date.

ARTICLE 10
ASSOCIATION RIGHTS

A. Use of Space

1. The Association shall have the use of the school building for its meetings, at reasonable times, and without cost except that the Association will pay any additional custodial costs necessary for such meetings.

2. The Association will have the use of adequate space for the transaction of Association business in the school building, without cost, in a mutually agreed upon room.

3. One (1) bulletin board will be provided in the teachers' room for the purpose of displaying Association notices, circulars and other Association material. Copies of such material will be given to the Principal.

B. Board Minutes

A copy of the agenda for each Board meeting will be provided the Association prior to such meetings. A copy of the minutes of each Board meeting will be provided to the Association.

C. Teacher Orientation

Opportunity for the participation of Association representatives in the formal program for the orientation of new teachers shall be provided.

D. Teacher Job Openings

1. The Association shall receive notification of all openings for teachers in the school.

2. A representative of the teachers shall be allowed to participate in the screening of applicants for teacher openings.

E. Information

The Board and the Association shall make mutually available, upon request, any and all information, statistics, and records which either party deems relevant to negotiations, or necessary for the proper administration or enforcement of this Agreement.

ARTICLE 11
SCHOOL IMPROVEMENT TEAM

A. Responsibility

The teachers shall advise and assist the administration on such matters as become necessary through a "School Improvement Team". Areas which may be discussed and acted upon include the following: in-service training, administrative procedures, administrative policies, etc.

B. Membership

In addition to the Principal, the membership of the Committee shall consist of Department Heads, key teachers (if such positions continue to exist), two (2) representatives appointed by the Association, parents and the Assistant Principal. Teachers from content areas where there are no department heads may participate on a volunteer basis without compensation subject to the Principal's authorization. Key teachers in departments with more than one teacher, if such positions continue to exist, shall be compensated as in Appendix II. Key teachers shall not be held responsible for program supervision, and if such positions are eliminated, non-department head teachers in the area affected shall assume none of the duties otherwise assumed by key teachers.

C. Meetings

1. The team shall hold regularly scheduled meetings at least twice a month. In addition, other meetings may be called upon the request of either the Administration or by the teachers.

2. The team shall hold its first meeting prior to October I, each year, for organizational purposes.

ARTICLE 12
SALARIES

A. The salaries of all teachers covered by this Agreement are set forth in Appendix I which is attached hereto and made a part of this Agreement.

B. Degree Definitions

1. The salary schedules listed in Appendix I attached hereto and made a part of this Agreement, indicate the various rates of compensation based on academic advancement in a field of study pertinent to the satisfactory performance of a teacher's duties and functions as a member of the teaching staff of Parish Hill High School and the teaching experience he/she has accumulated.

2. The following definitions are applicable to the headings in the salary schedule:

   a. Bachelor's

   A baccalaureate degree (usually a B.A. or B.S.) earned at an approved college or university.

   b. Master's

   A master's degree (usually an M.A. or M.S.) earned at an accredited college or university, or the completion of thirty (30) graduate credits beyond the bacculaureate degree in a planned program offered by an accredited college or university and approved by the Superintendent.

   c. Master's Plus

   Academic credits for work in a planned fifteen (15) credits and graduate school program clearly related to the teacher's current duties as a member of the Regional District Eleven faculty, and in line with a degree program to which the teacher had been admitted by an approved college or university. The quality of such work must meet the standards required of degree students at the institution where they are taken. Subject to these requirements, teachers on staff as of February 8, 1995 shall be eligible to be placed on the MA + 15 salary lane if they hold a "BA plus 45 credits."

   d. Sixth Year

   A sixth year certificate degree, diploma or similar title earned at an approved college or university or an equivalent amount of academic work (usually sixty [60] hours beyond the Bachelor's degree or thirty [30] hours beyond the Master's

degree) in a planned program comprising a coherent sequence relevant to the teacher's teaching assignment as determined in prior consultation with the Superintendent.

C. Placement on the Salary Schedule

1. When a teacher is first employed by the Board, the following will be taken into consideration in determining the teacher's initial proper place on the salary schedule:

   a. Evidence of satisfactory performance of duties.

   b. Academic achievement and degrees earned in the field(s) of study relevant to the teacher's assignment in Regional District Eleven.

   c. Previous full-time teaching experience. No consideration will be given to less than one (1) year of continuous, full-time teaching, or for intermittent or substitute teaching, unless such work is deemed by the Principal to be equivalent to full-time.

   d. Service in the Peace Corps, to a maximum of two (2) years.

   e. Any vocational experience which the Board deems pertinent to the teacher's curricular assignment and sure to enhance his/her effectiveness as a teacher of his/her currently assigned courses.

D. Increments and Professional Degree Advancement

1. A teacher entitled to an annual increment receives it for the school year following the one during which it is earned.

2. The increment in salary and advancement on the salary scale are both granted in consideration of satisfactory performance of assigned duties.

3. A teacher shall receive a one (1) step increment each year until he/she has reached the maximum salary to which he/she is entitled by reason of his/her academic advancement, provided (1) that he/she satisfied the Principal (or, in his/her absence, the Superintendent) of his/her satisfactory performance in accordance with established evaluation criteria; and (2) provides the Principal (or, in his/her absence, the Superintendent) official credentials attesting to his/her stage of academic advancement as defined in this Article.

4. Any degree program, course credit or other evidence of professional growth to be considered as a basis for advancement on the salary scale of a lateral increment must be approved by the Principal and the Superintendent ordinarily before it is begun. Its relevance to the work the teacher is assigned to perform will always be a prime consideration in granting approval.

5. If a teacher expects a salary increase by reason of a change in his/her stage of academic advancement or professional growth, he/she must inform the principal before January 15 prior to the year of the salary change in order that all allowance for the higher rate of pay may be made in the District budget.

E. Mentor Teachers

Any teacher who has successfully completed mentor training through an approved State Department of Education "Teacher Education and Mentoring Program (TEAM)" and who thereafter accepts an assignment to serve as a mentor for new teachers under the TEAM Program shall be paid a stipend of five hundred dollars ($500) per mentee per year. There shall be no increase to this stipend for the duration of this Agreement. If the mentee leaves the school district after the first year, the mentor shall receive fifty percent (50%) of the stipend. Service as a mentor teacher shall be voluntary in nature and all volunteers must be approved by the Superintendent or his/her designee.

ARTICLE 13
EXTENDED PROFESSIONAL SERVICES

A. Identification of extended professional services for which extra compensation will be paid, and the method of determining such compensation, are set forth in Appendix II and made a part of this Agreement.

B. Teacher participation in extended professional services shall be voluntary.

C. Arrangements for extended professional services shall be made each year, and such services shall not be considered a continuing part of a teacher's assignment.

D. In the year in which a teacher is assigned an extended professional service for which he/she is paid, such service will be subject to consideration and evaluation in a manner similar to his/her other assigned duties.

ARTICLE 14
SPECIAL ASSIGNMENTS

A. Special assignments or responsibilities, required by Board directive, or as approved by the Board, which take place outside the school, or outside the regular school day or the regular school year, will be compensated for according to the schedule set forth in Appendix II which is attached hereto and made a part of this Agreement.

B. Teachers from inside the system must be given preference for special assignments over applicants from outside the system if qualifications are equal.

ARTICLE 15
INSURANCE

A. The Board shall provide, subject to the employee contributions set forth below, for each full-time teacher the following insurance coverage (full-time is defined as a teacher who works at least three/fifths [3/5] of a regular schedule):

1. A non-gatekeeper, Flex Point of Service Plan for teacher and eligible dependents subject to the following:

   a. In-Network:

      (1) Three hundred dollar ($300) per hospital admission co-pay.

      (2) One hundred twenty-five dollar ($125) emergency room co-pay.

      (3) Thirty dollar ($30), home and office visit co-pay.

      (4) Zero dollar ($0) wellness co-pay.

      (5) Two hundred fifty dollar ($250) out-patient surgery co-pay.

      (6) Seventy-five dollar ($75) urgent care co-pay.

      (7) Thirty dollar ($30), walk-in center co-pay.

      (8) Seventy-five dollar ($75) high cost diagnostic co-pay with an annual maximum of three hundred seventy-five dollars ($375).

      (9) Unlimited lifetime benefit maximum.

   b. Out-of-Network:

      (1) Five hundred dollar/one thousand dollar/one thousand five hundred dollar ($500/$1,000/$1,500) deductible.

      (2) Seventy/thirty (70%/30%) percent coinsurance.

      (3) Five thousand dollar/ten thousand dollar/fifteen thousand dollar ($5,000/$10,000/$15,000) out-of pocket (including deductible) cost share maximum.

      (4) Unlimited lifetime maximum benefit.

      (5) Subject to usual, reasonable and customary limits.

   c. Prescription Drug Rider:

      (1) Commercial full managed 3 Tier prescription drug plan;

      (2) Five dollar ($5) generic/twenty-five dollar ($25) formulary brand/forty dollar

($40) non-formulary and two (2) times the foregoing co-pay for mail order with an unlimited calendar year maximum.

d. The High Deductible is the primary insurance offering. To the extent any teacher wishes to remain in or choose the Flex Point of Service Plan, the teacher will pay the difference between the full cost of the Flex Point of Service Plan (including the RX) and the dollar amount the Board will contribute for the HDHP/HSA Plan for that teacher (HDHP/HSA premium minus teacher cost share plus Board contribution to the deductible).

2. A non-gatekeeper, High Deductible Health Plan/Health Savings Account (HDHP/HSA) for teacher and eligible dependents subject to the following:

a. Deductible and co-insurance:

(1) Two thousand five hundred dollar ($2,500) individual and five thousand dollar ($5,000) family deductible; in or out-of network.

i. During the duration of this Agreement and effective each July 1st , the Board will fund fifty percent (50%) of the applicable HDHP/HSA deductible amount for teachers. One-half (½) of the Board's contribution toward the HDHP/HSA deductible will be deposited into the teachers' HDHP/HSA accounts on October 1st and the remaining half (½) of the Board's contribution obligation towards the deductible will be deposited into the teachers' HDHP/HSA account on January 1st.

ii. The amount of the Board's HSA contribution obligation shall be pro-rated by month for any teacher hired after July 1st. Teacher hired between July 1st and August 31st shall be entitled to the full Board HSA contribution. Teachers hired after January 1st shall receive their pro-rated contribution during the first month of insurance eligibility.

iii. Any teacher precluded from participation in HSA will receive the amount of the Board's share of the HSA contribution as income. Any teacher who is eligible for the payment in lieu of the HSA must be enrolled in the HDHP.

iv. The parties acknowledge that the Board's contributions toward the funding of the HDHP/HSA plan, referenced in paragraphs i, and ii above, are not an element of the underlying insurance plan, but rather relates to the manner in which the deductible shall be funded for actively employed teachers. The Board shall have no obligation to fund any portion of the HDHP/HSA deductible for retirees or other individuals upon their separation from employment.

(2) One hundred percent (100%) in-network co-insurance and a seventy/thirty percent (70%/30%) out-of network co-insurance after the deductible. The in-network, out-of-pocket maximum for an individual shall be three thousand five hundred dollars ($3,500) and seven thousand dollars ($ 7,000) for a family. The out-of-network, out-of-pocket maximum for an individual shall be five thousand dollars ($5,000) and ten thousand dollars ($10,000) for a family.

b. Co-pays:

(1) Wellness co-pay deductible waived.

(2) Zero dollar ($0) per hospital admission co-pay after deductible.

(3) Zero dollar ($0) emergency room co-pay after deductible.

(4) Zero dollar ($0) office visit co-pay after deductible.

(5) Zero dollar ($0) outpatient surgery co-pay after deductible.

(6) Zero dollar ($0) urgent care co-pay after deductible.

(7) Zero dollar ($0) walk-in center co-pay after deductible.

c. Prescription:

(1) Treated as any other medical expense up to the deductible.

(2) Post-deductible co-pays of five dollars ($5) generic/twenty-five dollars ($25) formulary brand/and forty dollars ($40) non-formulary.

3. Dental Insurance

a. The Board shall provide, subject to the employee contribution, each teacher and eligible dependents with a Flex Dental Plan, which shall include the following provisions:

(1) One hundred percent (100%); eighty percent (80%); and fifty percent (50%) coinsurance.

(2) Fifty dollar ($50) individual and one hundred fifty dollar ($150) family deductible for Category II and III benefits only.

(3) One thousand dollar ($1,000) per calendar year maximum.

b. The yearly dental premium share for the duration of the Agreement shall be twenty-three percent (23%).

4. The precise terms of the medical benefit plan, prescription plan and any plan penalties are set forth in the terms of the Board's insurance contract as prepared by the Board's insurer.

5. An individual term life insurance policy, at no cost to the teacher, having a face value in the amount of forty thousand dollars ($40,000), which policy shall contain an accidental death and dismemberment clause.

6. Premium Share

   a. To be eligible to receive the insurance benefits set forth in this Article, each employee must submit a written wage deduction authorization allowing the Board to deduct from salary on a periodic basis his or her share of the cost of the premiums. A teacher may forego all insurance benefits in lieu of contributing to the cost of the premiums. Reinstatement of any insurance benefits shall be subject to the terms of the company administering the plan at the time that benefits are sought. A teacher's annual premium contribution for the insurance programs cited hereinabove shall be:

   c. High Deductible Health Plan/Health Savings Account (HDHP/HSA) Plan:

      (1) Effective July 1, 2019, eighteen and one-half percent (18½%);

      (2) Effective July 1, 2020, nineteen and one-half percent (19½%); and

      (3) Effective July 1, 2021, twenty percent (20%).

7. Subject to law, including the rules and regulations of the Internal Revenue Service, the Board shall implement and maintain a "Section 125" salary reduction agreement which shall be designed to permit exclusion from taxable income the employee's share of health insurance premiums. In the event the "Section 125" plan is ruled invalid or discontinued due to changes in the law, bargaining unit members shall continue to contribute to the cost of providing insurance benefits at existing levels. The Board and the Association shall split the cost of establishing a "Section 125" plan.

B. It is assumed that teachers, requested or required to use their own automobiles for emergency transportation of student or other school business, carry basic or minimum automobile liability insurance. The Board agrees to comply with §10-235 of the General Statutes, affecting protection of teachers.

C. Coverage for employees shall be in accordance with the terms of the insurance carrier.

D. Having successfully performed his/her contract obligation to the school system, a teacher who resigns at the end of the school year to accept a new position in teaching will notify the administration as soon as practical and is entitled to appropriate fringe benefits to August 31st.

E. Carrier Change

The Board of Education reserves the right to change insurance carriers, plans or designs, or self-insure at any time so long as it gives prior notice to the Association and so long as the insurance coverage under the substituted insurance carrier's policy, plans or designs, is comparable or better than the existing plan in benefits, coverages and administration, when viewed as a whole. Once the Association is notified that the Board intends to change insurance carriers, plans or designs, or self-insure, the Association has fifteen (15) school days to examine the new insurance carrier's policy. If the Association feels that the coverage under the new policy is not comparable or better, when viewed as a whole, it must object to the change in writing during those fifteen (15) days. If the parties are unable to informally resolve the matter within the following thirty (30) days, an arbitrator with expertise in the field of insurance shall be mutually selected forthwith or, if the parties cannot agree, shall be selected forthwith by the American Arbitration Association. The arbitrator shall be asked to decide the following question: "Is the substitute insurance carrier's policy, plans or designs, comparable to or better than the current insurance carrier's policy, plans or designs, in benefits, coverages, and administration, when viewed as a whole?" The arbitrator must render his decision within thirty (30) days. In a situation where a complaint has been lodged by the Association, the Board will not institute the new insurance coverage, plans or designs, until an agreement has been reached or until an arbitrator has decided that the substitute coverage is comparable to or better than the current coverage, plans or designs, when viewed as a whole. Costs of arbitration will be divided equally between the parties.

F. 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) §49801 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 §49801 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 re-open Article 15 (Insurance) for the purpose of addressing the impact of the excise tax. No other provision of the Agreement shall be re-opened during such mid-term negotiations.

ARTICLE 16
PAYROLL DEDUCTIONS

A. In addition to those payroll deductions required by law or authorized by the Board, teachers may make individual written requests to have sums regularly deducted from their salaries and paid to designated agencies for the following purposes:

1. Group Life Insurance Premiums.
2. Deduction for disability insurance coverage.
3. Regional District Eleven Education Association Dues.
4. Connecticut Education Association Dues.
5. National Education Association Dues.
6. Credit Union deposits.
7. Tax sheltered annuity payments.

B. The Association members agree to use the authorization card for individual dues deductions.

C. Subject to law, including the rules and regulations of the Internal Revenue Service, the Board shall implement and maintain a "Section 125" salary reduction agreement which shall be designed to permit exclusion from taxable income the employee's share of unreimbursed medical expenses and dependent care expenses up to a maximum of two thousand five hundred dollars ($2,500) for unreimbursed medical expenses and five thousand dollars ($5,000) for dependent care. In the event the "Section 125" plan is ruled invalid or discontinued due to changes in the law, bargaining unit members shall continue to contribute to the cost of providing insurance benefits at existing levels. The Board and the Association shall split the cost of establishing a "Section 125" plan.

ARTICLE 17
REQUIRED MEDICAL PROCEDURES

All teacher medical examinations, immunizations or other medical procedures required by the Board for its agents shall be paid for by the Board except as specified in Article 9(A)4.

ARTICLE 18
METHODS OF SALARY PAYMENT

A. A teacher may annually elect one (1) of the following payment methods, subject to Internal Revenue Service rules and regulations:

1. There will be twenty-one (21) checks equal to approximately one/twenty-sixth (1/26th) of the annual salary for each pay period and a final check equal to approximately five/twenty-sixth (5/26th) of the teacher's annual salary.

2. There will be twenty-two (22) checks equal to approximately one/twenty-second (1/22nd) of the teacher's annual salary for each pay period; or

3. There will be twenty-six (26) checks equal to approximately one/twenty-sixth (1/26th) of the teacher's annual salary for each pay period and continuing bi-weekly through the summer.

B. Written notice of the teacher's choice of method of payment for the full school year shall be made to the office of the Superintendent no later than thirty (30) days prior to the first scheduled pay period for teachers.

C. Once the selection is made for one of the options set forth in Section A, this method of payment will be followed for the duration of such elected period. Unless written notification is received thirty (30) days prior to the first scheduled pay period, the teacher's elected method of salary payment will not be changed from the method used during the previous contract year.

D. If a scheduled pay day falls during a vacation period, teachers shall receive a paycheck for such period by the last school day prior to the school vacation.

ARTICLE 19
GRIEVANCE PROCEDURE

A. Purpose

The purpose of this procedure is to secure at the lowest possible administrative level, equitable solutions to problems which may arise under the terms of this Agreement. Both parties agree that the proceeding shall be kept as confidential as is appropriate and is allowed by law.

B. Definitions

1. "Grievance" shall mean a claim based on an alleged violation, misinterpretation of misapplication of the specific terms of this Agreement.

2. "Teacher" shall mean any certified professional employee who is a member of the bargaining unit recognized in Article 1, Paragraph B.

3. "Party in interest" shall mean the person or persons making the claim, including their designated representative as provided for herein, and any person who might be required to take action or against whom action might be taken in order to resolve the problem.

4. "Days," except as otherwise noted, shall mean days when school is in session except that after May 1, days shall mean calendar days.

C. Time Limits

1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each step shall be considered as a maximum. The time limit specified may, however, be extended by written agreement signed by the teacher (and his/her representative) and the Superintendent of Schools.

2. If a teacher does not file a grievance in writing under Section E of this Article within thirty (30) days after he/she knew, or should have known, of the act or conditions on which the grievance is based, then the grievance shall be considered to have been waived, if not informally resolved by the parties in interest.

3. Failure by the aggrieved teacher at any level to appeal a grievance to the next level within the specific time limit shall be deemed to be an acceptance of the decision rendered at that level and no party shall have jurisdiction to hear or render a decision in a matter untimely filed. Should the administration or the Board fail to render a decision in a time required, the Association may appeal to the next level within the time limits specified.

D. Informal Procedures

1. If a teacher feels that he/she may have a grievance, he/she may first discuss the matter with his/her principal or other appropriate administrator in an effort to resolve the problem informally.

2. If such disposition is not satisfactory to the teacher, he/she may have the Association assist him/her in further efforts to resolve the problem informally with the principal or other appropriate administrator.

E. Formal Procedure

1. Level One -- School Principal

   a. If the aggrieved teacher is not satisfied with the outcome of the informal procedures, or if he/she elects not to utilize such procedures, he/she may present his/her claim as a written grievance to his/her Principal or other appropriate administrator. The grievance shall set forth the facts with a statement of the contractual provisions alleged to have been violated.

   b. The Principal, may, within ten (10) days after receipt of the written grievance, render his/her decision and the reasons therefor in writing to the aggrieved teacher, with a copy of the decision sent to the Association.

2. Level Two -- Superintendent of Schools

   a. If the aggrieved teacher is not satisfied with the disposition of his/her grievance at

Level One, he/she may, within five (5) days after the decision, or within ten (10) days after his/her formal presentation, file his/her written grievance within the Association for referral to the Superintendent of Schools.

b. The Association shall, within eight (8) days after receipt, refer the grievance to the Superintendent, but prior to doing so; the Association shall provide an opportunity for the aggrieved teacher to meet with the appropriate Association committee to review the grievance. The grievance must set forth the facts underlying the alleged grievance and the provisions of the contract alleged to have been violated.

c. The Superintendent shall, within eight (8) days after receipt of the referral, meet with the aggrieved teacher and the representatives of the Association for the purpose of resolving the grievance.

d. The Superintendent shall, within five (5) days after the hearing, render his/her decision and the reasons therefor in writing to the aggrieved teacher, with a copy to the Association.

3. Level Three -- Board of Education

a. If the aggrieved teacher is not satisfied with the disposition of his/her grievance at Level Two, he/she may, within four (4) days after the decision, or within nine (9) days after the hearing, file the grievance again with the Association for appeal to the Board of Education.

b. The Association shall within eight (8) days after receipt refer the appeal to the Board of Education. The grievant shall state the alleged facts underlying the grievance and state the contractual provisions alleged to have been violated or misinterpreted.

c. The Board of Education or a committee of its members shall, within fourteen (14) days after receipt of the appeal, meet with the aggrieved teacher and with representatives of the Association for the purpose of resolving the grievance.

d. The Board shall, within thirty-one (31) calendar days after such meeting, render its decision and reasons therefor in writing to the aggrieved teacher with a copy to the Association.

4. Level Four -- Arbitration

a. If the aggrieved teacher is not satisfied with the disposition of his grievance at Level Three, he/she may, within five (5) calendar days after the decision, or within thirty-six (36) calendar days after the Board meeting, whichever is sooner, request in writing to the President of the Association that his/her grievance be submitted to arbitration.

b. The Association only may, within five (5) days after receipt of such request, submit the grievance to arbitration by filing a demand for arbitration under the Voluntary Labor Rules of the American Arbitration Association (AAA) or, by mutual agreement of the parties, the American Dispute Resolution Center (ADRC) in accordance with their procedures and rules. The submission shall be filed simultaneously with the Superintendent of Schools and shall set forth the provisions of the Agreement that are alleged to have been violated, misinterpreted or misapplied.

c. The teacher filing a grievance may attend such arbitration hearing(s) without loss of pay. If it is a class action grievance, only one teacher may attend without loss of pay.

d. The arbitrator shall render his/her decision in writing to all parties in interest, setting forth his/her findings of fact, reasoning, conclusions on the issue submitted. The arbitrator shall limit his/her decision strictly to an interpretation and application of the specific provisions of this Agreement and he/she shall have no authority to add to or delete from this Agreement. The decision of the arbitrator shall be final and binding on all parties and shall be the exclusive remedy for breach of this Agreement, except that the parties do not waive their legal right to appeal the arbitrator's award pertaining to such grievance as permitted by law. In any action to determine the arbitrability of the claim in dispute, which must be filed prior to the arbitration hearing, the issue of arbitrability shall be deemed a question of law for the court to determine.

e. The cost for the services of the arbitrator shall be borne equally by the Board and the Association.

F. Teacher's Rights

1. No reprisals of any kind shall be made against any participant in the grievance procedure by reason on such participation.

2. At Levels 2 and 3 of the Formal Procedures, the aggrieved teacher may represent him/herself or be represented by the Association.

3. All documents, communications, and records dealing with a grievance shall be filed separately from, and not constitute a part of, the personnel file of any teacher.

G. Association Rights

1. Whether or not a teacher is represented by the Association, the Association has the right to participate in Levels 2, and 3 of the Formal Procedures.

2. The Association may, if it desires, call upon the professional services of the Connecticut

Education Association for consultation and assistance at any steps of the Formal Procedures in which it participates.

3. Forms for filing and processing grievances, and other necessary documents in the grievance procedure, shall be prepared by the Superintendent in consultation with the Association, and made available to teachers through the Association.

ARTICLE 20
REDUCTION IN FORCE AND RECALL

A. General Statement of Policy

It is recognized that under state law the Board of Education has the responsibility to maintain quality public schools and to implement the educational interests of the State. However, recognizing also that it may become necessary to eliminate professional staff positions in certain circumstances, this policy is adopted to provide a fair and orderly process should such eliminations become necessary.

B. Procedure

1. The Board of Education may, in the first instance, exercise its right and power to reduce the number of teaching staff positions without determining which teacher contracts will be considered for termination, if any, or what other staffing changes will be made to effectuate the purpose of position elimination.

2. Prior to commencing action to terminate teacher contracts under this policy, the Board of Education will give due consideration to its ability to effectuate position elimination and/or reduction in staff by voluntary retirement or resignations.

3. If the position of a teacher who has attained tenure status is eliminated by the Board of Education, such teacher will be appointed to an available position for which he or she is certified and qualified. Available positions shall include those held by non-tenured teachers.

4. When the Board of Education votes to eliminate a position in a department, the position deemed eliminated will be that held by the least senior member of the department. When the Board votes to eliminate a non-departmental position, the position eliminated will be that held by the least senior teacher on the grade level affected. However, least senior members shall be terminated before more senior members provided that those members remaining are the most qualified to perform the work available after the reduction, based upon the following criteria: certification, degree status, and job performance evaluation.

5. Notwithstanding the above, in the event a reduction in force requires the termination

of a non-tenured teacher, the Board shall determine which non-tenured teacher's contract of employment shall be terminated based on an assessment of his or her overall performance.

C Policy Provision Not Applicable to Promotions

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

D. Seniority Defined

1. Seniority shall mean total years of continuous teaching experience in Regional District Eleven.

2. In situations where two (2) or more tenured teachers have equal seniority, the four (4) criteria set forth below shall be used to determine which contract shall be terminated:

   a. State Certification;

   b. Qualifications;

   c. Local job requirements which supplement minimum State certification requirements;

   d. Degree status.

E. Recall

1. Any teacher whose contract is terminated pursuant to this Article shall be eligible for recall for a period of two (2) calendar years from the date of termination of his/her contract in the event a position becomes vacant or is created and which the teacher is certified and qualified to teach. To be eligible for such recall, the teacher must provide the Superintendent with ten (10) self-addressed envelopes within five (5) days after his/her contract is terminated. If any teacher on recall is offered any position, he/she must be able to begin work within two (2) weeks from the date the notice is mailed or whenever the position becomes available, whichever occurs last, or else waive any further recall rights.

2. The last person whose contract is terminated shall be the first one on the recall list for a position which he/she is certified and qualified to teach; provided however, more senior members shall be recalled before less senior member provided that the remaining members on recall are less qualified to perform the work available and determined by the procedure set forth in Section B(4) above. In the event two (2) or more teachers are qualified and certified for a position and their contracts were terminated on the same day, the Superintendent shall determine the order of recall involving those teachers.

F. Substitutes

For the purposes of this Article, a teacher who is acting as a substitute for one (1) full year or less shall have no layoff or recall rights.

ARTICLE 21
ASSOCIATION MEMBERSHIP DUES

A. Membership Dues Deductions

The Board of Education agrees to deduct from each teacher who is a member of the Association an amount equal to the Association membership dues by means of payroll deductions. The amount of the deduction from each paycheck for membership dues 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

Those teachers whose employment commences after the start of the school year and become a member of the Association shall pay a pro rated amount of membership dues equal to the percentage of the remaining school year.

C. Forwarding of Monies

The Association shall inform the Board of Education of the teachers for whom membership dues shall be deducted. 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 membership dues deductions were made.

D. Lists

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

E. Reference to Association

The singular reference to the "Association" herein shall be interpreted as referring to the Regional District Eleven Education Association, the Connecticut Education Association, and the National Education Association.

F. Indemnification

The Association agrees to indemnify and save the Board harmless from any and all claims, demands or liabilities, including reasonable attorney fees and costs, arising out of the Board's fulfillment of its obligation under this Article, provided that the Board notifies the Association of any claims made against it.

ARTICLE 22
SIGNATURE BLOCK

IN WITNESS WHEREOF, the parties hereunto have caused these presents to be executed by their proper officers hereunto duly authorized and their seals affixed hereto as of the date written.

BOARD OF EDUCATION REGIONAL DISTRICT ELEVEN

Date: December 18, 2018 By Rose Bisson

Rose Bisson, Chairperson

REGIONAL DISTRICT ELEVEN EDUCATION ASSOCIATION

Date: December 18, 2018 By By Jerrel Dean Tarr

Jerrel Tarr, President

APPENDIX I

2019-2020 SALARY SCHEDULE

STEP	YEARS OF EXPERIENCE	BA	MA	MA+15	6TH YEAR
1-2	0-2	$ 46,935	$ 48,241	$ 49,472	$ 50,692
3	3-9	48,125	49,616	50,847	52,068
4	10	50,326	51,887	53,152	54,341
5	11	52,186	53,885	55,147	56,336
6	12	54,816	56,459	57,723	58,910
7	13	58,844	59,032	60,295	61,482
8	14		61,605	62,572	64,059
9	15		64,180	65,441	66,630
10	16-18		68,161	69,438	70,628
11	19		72,236	73,499	74,687
12	20-23		75,934	77,284	78,554
13	24+		81,736	83,215	84,608

There shall be no step movement during the 2018-2019 school year and each teacher shall remain on the same step of the 2019-2020 salary schedule as they were on in 2017-2018, and shall receive the new salary amount for that particular step.

APPENDIX I

2020-2021 SALARY SCHEDULE

STEP	YEARS OF EXPERIENCE	BA	MA	MA+15	6TH YEAR
1-2	0	$ 46,935	$ 48,241	$ 49,472	$ 50,692
3	1-3	48,125	49,616	50,847	52,068
4	4-10	50,326	51,887	53,152	54,341
5	11	52,186	53,885	55,147	56,336
6	12	54,816	56,459	57,723	58,910
7	13	59,432	59,032	60,295	61,482
8	14		61,605	62,572	64,059
9	15		64,180	65,441	66,630
10	16		68,161	69,438	70,628
11	17-19		72,236	73,499	74,687
12	20		75,934	77,284	78,554
13	21+		82,553	84,047	85,454

Teachers not on the maximum step of the 2019-2020 salary schedule shall advance one (1) step at the beginning of the 2020-2021 school year.

APPENDIX I

2021-2022 SALARY SCHEDULE

STEP	YEARS OF EXPERIENCE	BA	MA	MA+15	6TH YEAR
1-2	0	$ 46,935	$ 48,241	$ 49,472	$ 50,692
3	1	48,125	49,616	50,847	52,068
4	2-4	50,326	51,887	53,152	54,341
5	5-11	52,186	53,885	55,147	56,336
6	12	54,816	56,459	57,723	58,910
7	13	60,027	59,032	60,295	61,482
8	14		61,605	62,572	64,059
9	15		64,180	65,441	66,630
10	16		68,161	69,438	70,628
11	17		72,236	73,499	74,687
12	18-20		75,934	77,284	78,554
13	21+		83,379	84,887	86,309

Teachers not on the maximum step of the 2020-2021 salary schedule shall advance one (1) step at the beginning of the 2021-2022 school year.

APPENDIX II

EXTENDED PROFESSIONAL SERVICES
(2019-2022)

A. Schedule of payments for Supervision of Athletic:

	2019-2020	2020-2021	2021-2022
1. Basketball			
(a) Boys Varsity	$ 5,529	$ 5,584	$ 5,640
(b) Boys JV	3,043	3,074	3,104
(c) Girls Varsity	5,529	5,584	5,640
(d) Girls JV	3,043	3,074	3,104
(e) Boys Junior High	2,545	2,571	2,596
(f) Boys Junior High Assistant	1,627	1,643	1,660
(g) Girls Junior High	2,545	2,571	2,596
(h) Girls Junior High Assistant	1,627	1,643	1,660
2. Soccer			
(a) Boys Varsity	4,467	4,512	4,557
(b) Boys JV	2,478	2,502	2,527
(c) Girls Varsity	4,467	4,512	4,557
(d) Girls JV	2,478	2,502	2,527
(e) Boys Junior High	2,545	2,571	2,596
(f) Girls Junior High	2,545	2,571	2,596
3. Track and Field			
(a) Boys & Girls Varsity	4,467	4,512	4,557
(b) Boys & Girls Junior High or Varsity Assistant	2,478	2,502	2,527
4. Cross Country			
(a) Boys & Girls Varsity	4,059	4,100	4,141
(b) Boys & Girls Junior High or Varsity Assistant	2,478	2,502	2,527
5. Baseball			
(a) Varsity	4,059	4,100	4,141
(b) JV or Assistant	2,478	2,502	2,527
(c) Junior High	2,545	2,571	2,596
6. Softball			
(a) Varsity	4,059	4,100	4,141
(b) JV or Assistant	2,478	2,502	2,527
(c) Junior High	2,545	2,571	2,596
7. Golf	2,738	2,765	2,793

APPENDIX II

EXTENDED PROFESSIONAL SERVICES

(continued)

	2019-2020	2020-2021	2021-2022
8. Cheerleader			
(a) Varsity	2,201	2,223	2,245
(b) JV or Assistant	1,623	1,639	1,656
9. Intramurals (No more than 2 positions each)			
(a) Fall/Winter/Spring	600	606	612
(b) Summer	1,200	1,212	1,224

B. The following is a schedule of payments for responsibilities relating to the supervision of non-athletic activities:

1.

Category A

2019-2020 -- $1,526
2020-2021 -- $1,541
2021-2022 -- $1,557

- Senior Class Advisor (2)
- Yearbook Business Manager
- Empty Bowl Advisor
- Yearbook Production Manager
- Foreign Language Travel Club Advisor (2)
- Diversity Club
- NEASC Chairpersons (2)

Category B

2019-2020 -- $1,143
2020-2021 -- $1,155
2021-2022 -- $1,166

- Freshman Class Advisor
- Sophmore Class Advisor
- Junior Class Advisor (2)
- Art Club Advisor
- Middle School Drama Coach
- Senior High Newspaper Advisor
- Middle School Newspaper Advisor
- 8th Grade Washingto Trip (2)
- Senior High Drama Coach
- Peer Mediator Advisor
- GSA Advisor
- Calendar & Newspaper
- Model UN Advisor

Category C

2019-2020 – $533
2020-2021 – $539
2021-2022 – $544

- School Store Manager
- Science/Biology Club Advisor
- Math Counts Advisor
- Middle School Council
- National Honor Society Advisor
- Foreign Language National Honor Society Advisor
- Peer Helpers
- Parent Advisory Council Faculty Advisor
- National Junior Honor Society Advisor

APPENDIX II

EXTENDED PROFESSIONAL SERVICES

(continued)

	2019-2020	2020-2021	2021-2022
2. Other Stipends (per year):			
(a) Computer Coordinator	$ 3,052	$ 3,083	$ 3,114
(b) Chorus Director	3,052	3,083	3,114
(c) Band Director	3,052	3,083	3,114
(d) Musical Production (to be divided equally by the Drama Coach/Chorus Director/Band Director provided each one works on the production):	1,373	1,386	1,400
C. Schedule of Payment for Program Coordination:			
1. The following is a schedule of payments for responsibilities related to the coordination of academic or special programs.			
2. Key teachers shall include: World Languages, Math, Special Education, Business/Technology, Science, Fine Arts, English, Social Studies and shall receive a stipend as noted herein for the duration of this Agreement. There shall be no further increases in this stipend:	1,608	1,624	1,640
3. In addition to the services set forth in the current Agreement, the following responsibilities shall be compensated on an hourly rate of pay as follows:			
(a) All teachers attendance at PPT meetings required by the Administration after school hours:	$ 32.48	$32.80	$33.13
(b) Individual parent/teacher conference required by the Administration after normal work hours (however, on Wednesdays, teachers will be paid only after 4:30 p.m.):	$ 32.48	$32.80	$33.13
(c) Summer Curriculum work:	$ 32.48	$32.80	$33.13
(d) Saturday Detention:	$ 32.48	$32.80	$33.13

APPENDIX III

Ch. 46a-60. Discriminatory Employment practices prohibited

(a) It shall be a discriminatory practice in violation of this section:

(7) For an employer, by himself or his agent: (A) to terminate a woman's employment because of her pregnancy; (B) to refuse to grant to that employee a reasonable leave of absence for disability resulting from her pregnancy; (C) to deny to that employee, who is disabled as a result of the accumulation of disability or leave benefits accrued pursuant to plans maintained by the employer; (D) to fail or refuse to reinstate the employee to her original job or to an equivalent position with equivalent pay and accumulated seniority, retirement, fringe benefits and other service credits upon her signifying her intent to return unless, in the case of a private employer, the employer's circumstances have so changed as to make it impossible or unreasonable to do so; (E) to fail or refuse to make a reasonable effort to transfer a pregnant employee to any suitable temporary position which may be available in any case in which an employee gives written notice of her pregnancy to her employer and her employer or pregnant employee reasonable believes that continued employment in the position held by the pregnant employee may cause injury to the employee or fetus; (F) to fail or refuse to inform the pregnant employee that a transfer pursuant to subparagraph (E) of the subdivision may be appealed under the provisions of this chapter; or (G) to fail or refuse to inform his employees, by any reasonable means, that they must give written notice of their pregnancy in order to be eligible for transfer to a temporary position.