

**RETA**  
Region Eighteen  
Teachers' Association  
Contract  
2013-2016

## TABLE OF CONTENTS

	<b>Page</b>
<b>ARTICLE I</b>	<b>Recognition</b> ..... 1
<b>ARTICLE II</b>	<b>Professional Negotiation</b> ..... 2
	A. Negotiation Over Successor Agreement ..... 2
	B. Negotiation in Case of War or Nat'l Emergency ..... 2
<b>ARTICLE III</b>	<b>Salaries</b> ..... 2
<b>ARTICLE IV</b>	<b>Dues Deduction and Service Fee Deduction</b> ..... 2-3
<b>ARTICLE V</b>	<b>Teacher Welfare Provision</b> ..... 3-9
	A. Salary Schedule ..... 3-5
	B. Health Insurance ..... 5
	C. Protection of Teachers ..... 5
	D. Accidental Sickness Benefits ..... 5
	E. Professional Dev. and Educational Improvement ..... 5-6
	F. Sick Leave ..... 6
	G. Leave of Absence ..... 6-9
	H. Funeral Leave ..... 9
<b>ARTICLE VI</b>	<b>Working Conditions</b> ..... 9-16
	A. School Day ..... 9-10
	B. After School Meetings ..... 10
	C. Lunch Period ..... 10
	D. Preparation and Planning Periods ..... 10
	E. Non-Teaching Duties ..... 10-11
	F. Teacher Assignments ..... 11
	G. Teacher Transfers ..... 11
	H. Promotions ..... 11-12
	I. Teacher Facilities ..... 12
	J. Textbooks ..... 12
	K. Contracts ..... 12-13
	L. Duty Free Time for the Association President ..... 13
	M. Reduction in Professional Staff ..... 13-16
	N. Non-Discrimination ..... 16

**Table of Contents (cont.)**

<b>ARTICLE VII</b>	<b>General Provisions</b> .....	16-17
	A. Definition of "Teacher" .....	16
	B. Subject to State Statute.....	16
	C. Administrative Policy.....	16
	D. Reprisals.....	16
	E. Teacher Evaluation.....	16
	F. Association Representative Time.....	17
	G. Contract Validity.....	17
	H. Substitute Teachers .....	17
	I. Summer Committee Work.....	17
	J. Homebound Instruction.....	17
<b>ARTICLE VIII</b>	<b>Grievance Procedure</b> .....	18-20
	A. Definition of a Grievance.....	18
	B. Purpose.....	18
	C. Procedure.....	18-20
<b>ARTICLE IX</b>	<b>Just Cause</b> .....	20-21
<b>ARTICLE X</b>	<b>Duration</b> .....	21
<b>APPENDIX A</b>	<b>Salary Schedules</b> .....	22-26
<b>APPENDIX B</b>	<b>Contracts</b> .....	
<b>APPENDIX C</b>	<b>Extracurricular Activities</b> .....	27-32
<b>APPENDIX D</b>	<b>Health Insurance</b> .....	33-40

By and between the Regional School District No. 18 Board of Education (hereinafter referred to as the Board) and Regional School District No. 18 Teachers' Association (hereinafter referred to as the Association).

## **ARTICLE I**

### **Recognition**

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

The Board agrees that it will not negotiate with any organization of teachers other than the Regional District No.18 Education Association as long as said Association retains organizational recognition status.

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

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

## **ARTICLE II**

### **Professional Negotiation**

#### **A. Negotiation Over Successor Agreement**

1. The Board and the Association agree to negotiate in good faith, in accordance with procedures set forth in Section 10-153a through 10-153j of the Connecticut General Statutes as amended, to secure a successor agreement. The agreement as negotiated shall bind and inure to the benefit of the Board and the Association.
2. During negotiation, the Board and the Association shall exchange relevant data, points of view and proposals and counter-proposals. Either party may, if it so desires, utilize the services of outside consultants and may call upon professional and lay representatives to assist in the negotiations.

#### **B. Negotiation in Case of War or National Emergency**

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

## **ARTICLE III**

### **Salaries**

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

## **ARTICLE IV**

### **Dues Deduction and Service Fee Deduction**

#### **1. Conditions of Continued Employment**

All teachers employed by the Regional School District No. 18 Board of Education shall, as a condition of continued employment, join the Association or pay a service fee to the Association. Said service fee shall be equal to the proportion of Association dues uniformly required of members to underwrite the costs of collective bargaining, contract administration and grievance adjustment.

#### **2. Deductions**

The Board agrees to deduct from each teacher an amount equal to the Association membership dues or service fee by means of payroll deductions. The amount of the membership dues deduction from each paycheck shall be equal to the total Association membership dues divided by the number of paychecks from, and including, the first paycheck in September through the last paycheck in June. The amount of the Association service fee deduction shall be equal to the total service fee divided by the number of paychecks from and including the first paycheck in January through, and including, the last one in June. The amount of Association membership

dues shall be certified by the Association to the Board of Education prior to July 15 with the exception of new hires. The amount of the Association service fee shall be certified by the Association to the Board of Education prior to January 1 of each year.

### **3. Subsequent Employment**

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

### **4. Forwarding of Monies**

The Board of Education agrees to forward to the Association each 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.

### **5. Lists**

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

### **6. Reference to Association**

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

### **7. Hold Harmless**

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

## **ARTICLE V Teacher Welfare Provision**

### **A. Salary Schedule**

1. Teacher's Salary Schedule - effective September 1<sup>st</sup> to August 31<sup>st</sup> of current year.
  - a. See Appendix A
  - b. Definitions

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

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

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

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

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

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

c. Placement

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

- (1) Degree status as defined in section (b) above.
- (2) The Superintendent may place new hires in the salary schedule with up to full credit for relevant teaching experience.
- (3) The Superintendent may give credit for up to two (2) years of satisfactory service in the Peace Corps. That service may have been rendered prior to or subsequent to his/her initial teaching contract.
- (4) The Superintendent may give credit for up to two (2) years of honorable service on active duty, as defined by the Code of Federal Regulations, in the Armed Forces of the United States.

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

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

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

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

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

## **B. Health Insurance**

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

## **C. Protection of Teachers**

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

## **D. Accidental Sickness Benefits**

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

## **E. Professional Development and Educational Improvement**

1. All teachers in the Regional District Schools shall be expected to grow professionally over the entire period of their service in our community. Subject to the approval of the Superintendent, the Board shall pay tuition for each teacher up to \$2,000 per year for courses in their teaching assignment at accredited colleges, universities or professional training schools.
2. Teachers who are required to take a certain number of courses by a degree-granting institution before acceptance into an approved, planned program, when these courses will become part of the eventual approved, planned program, shall receive up to \$2,000 per year course reimbursement, as long as the teacher can verify the above from the institution's catalog or designated advisor. The \$2,000 annual maximum reimbursement amount shall include all tuition reimbursement under both sections 1 and 2.



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

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

## **F. Sick Leave**

1. All certified professional employees shall be granted annually fifteen (15) days of sick leave with pay. Unused sick leave shall be accumulated from year to year up to one hundred eighty five (185) days, so long as the teacher remains continuously in the service of the Board. A teacher on Board approved leave of absence will not lose accumulated sick leave days.
2. For absence for sickness beyond granted leave, employees in all cases who receive sick pay continuation as provided below shall receive their salary reduced by the prevailing substitute rate of pay.
3. The Board will provide a bank of sick leave days at the beginning of the school year in an amount equal to one day for each teacher. Absence for sickness beyond granted leave may be charged to this bank, subject to approval of the Superintendent.
4. Disability associated with pregnancy, miscarriage, abortion, childbirth and the recovery there from shall be treated as any other medical disability. Sick leave shall be available for use during any such period of disability.
5. Teachers may use their sick days in each contract year for an illness in the teacher's immediate family. For purposes of this subsection, immediate family shall be defined as the teacher's spouse, child or parent.

## **G. Leave of Absence**

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

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

Any member requesting the use of the personal leave set forth above shall submit

such request, in writing, to his/her immediate supervisor at least three (3) work days in advance. Such three (3) work day advance notice shall not be required in the case of an emergency.

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

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

The Superintendent may grant additional paid leave days in extraordinary circumstances upon the written request of a teacher. The granting or denial of a request shall not establish a precedent or practice concerning other requests, whether similar or dissimilar. The Superintendent's decision to deny additional paid leave shall not be subject to the grievance procedure set forth herein.

Effective July 1, 2014, in the event that a teacher does not use all of his/her personal days during the previous contract year, he/she shall be credited with one (1) additional personal day at the commencement of the then current contract year, provided, however, that at no time may a teacher have more than five (5) personal days.

2. Leaves taken pursuant to Section G1 above shall be in addition to any sick leave to which the member of the unit is entitled.
3. Other leave -- in case of absence for reasons other than those stated that have been granted at the discretion of the Superintendent, there shall be a salary deduction per day at the rate of 1/187 of the contracted salary unless otherwise specifically authorized by the Board of Education.
4. Upon conclusion of a leave of absence without pay, the teacher shall be entitled to reemployment in the position he/she left or in a comparable position for which he/she is qualified and certified, subject to the R.I.F. provisions of this Agreement. To be entitled to the reemployment provisions above, said teacher will notify the Superintendent of his/her intention to return by March 1 of the year of expected return. If notification is not received by said date, the teacher loses entitlement to reemployment.

Leaves of absence without pay may be granted for up to two (2) years by the Board, providing the teacher has attained tenure status in the District, for the following reasons:

- a. Military Leave (initial enlistment only)  
Health Leave  
Peace Corps Leave  
Exchange Teaching Leave  
Election to a State or National Teachers' Association office. A sixty (60) day notice and one contract year minimum, one salary increment shall be allowed.

- b. Childrearing Leave

Subject to the approval of the Superintendent and the Board of Education, a teacher who is the parent of a natural or adopted child may elect a long-term childrearing leave not to exceed a maximum of fourteen (14) months.

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

- c. Teacher Renewal Leave is defined as an unpaid, approved leave of absence and is granted at the discretion of the Board of Education and recommendation of the Superintendent.

The following conditions apply:

- (1) Teacher's application in writing shall be filed no later than March 1, prior to the anticipated commencement of the requested leave.
- (2) The teacher will not lose tenure or existing seniority status in the school system.
- (3) The teacher will not lose position on the salary schedule, but also will not receive service credit on the schedule for the year of absence.
- (4) Leaves of absence prior to tenure will not constitute teaching service for purposes of attainment of tenure.
- (5) Upon conclusion of said leave, the teacher shall be entitled to

reemployment in the position he/she left or in a comparable position for which he/she is qualified and certified, subject to the R.I.F. provisions of this Agreement.

(6) To be entitled to the provisions of Number 5, above said teacher will notify the Superintendent of his/her intention to return by April 1<sup>st</sup> of the year of expected return. If notification is not received by said date, the teacher loses entitlement to reemployment.

d. A teacher who has an approved leave of absence shall have the option of continuing his/her existing Regional District No. 18 insurance coverage at his/her cost for the length of the leave provided this is allowed by the Board of Education's insurance carrier and is without cost to the Board of Education.

## **H. Funeral Leave**

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

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

## **ARTICLE VI Working Conditions**

### **A. School Day**

After consultation with RETA and subject to Board of Education approval, the school calendar, plus the starting and dismissal times of all schools, shall be set forth in administrative regulations and published for any succeeding year by no later than May 15<sup>th</sup>.

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

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

If the Board of Education should lengthen the teacher's workday beyond the hours in effect during the 2008-2009 school year, or lengthen the school year for students beyond the 183 days effective in the 2008-2009 school year (exclusive of one (1) orientation day and one (1) check-out day), the Association has the right to bargain the impact, if any, on wages due to such an event. The teacher work year shall be a total of 187 workdays, 183 of which shall be teaching (student contact) days.

## **B. After School Meetings**

Teachers may be required to remain after school for a reasonable number of meetings, posted well in advance, with a specific agenda to attend each of the following staff meetings:

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

## **C. Lunch Period**

All teachers shall have an uninterrupted duty-free lunch period of a reasonable time.

## **D. Preparation and Planning Periods**

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

## **E. Non-Teaching Duties**

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

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

useful and necessary in order to implement this principle.

## **F. Teacher Assignments**

1. The teachers shall be notified in writing of their programs for the coming school year, including the schools to which they will be assigned, the grades and/or subjects that they will teach and any special or unusual classes that they will have, as soon as practicable and under normal circumstances no later than June 1<sup>st</sup>.
2. Teacher assignments shall be made without discrimination in regard to race, creed, color, religion, nationality, sex or marital status, or any other applicable unlawful discriminatory standard. All teaching assignments will be made in the best interests of the school and school district as determined by the Administration.
3. No teacher shall, at any given time, be assigned or given responsibility for two (2) or more classes except at the teacher's request and with the approval of the principal, and except in the case of an emergency, defined as an unexpected and unavoidable occurrence.

## **G. Teacher Transfers**

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

Therefore, they agree as follows:

1. A list of open positions in District schools shall be posted in each school and delivered to the RETA President. Preference shall be given in filling such positions on the basis of length of service in the Regional District No. 18 School System. Teachers wishing to receive notification of open positions during the summer will leave a self-addressed envelope in the Superintendent's Office at the close of school in June.
2. Notice of transfer shall be given to teacher as soon as practicable and under normal circumstances not later than May 15<sup>th</sup>.

## **H. Promotions**

1. All openings for positions paying a salary differential, special positions, specialists or special project teachers, shall be published in every school as far in advance as possible and ordinarily at least thirty (30) days in advance, together with a job description or statement of qualifications.
2. All teachers shall be given adequate opportunity to make application for such positions; however, all candidates for said position, including those from within the district, shall be reviewed. The candidate appointed shall be the individual

whose qualifications best fit the needs of the district; provided, however, if all relevant information indicates two or more applicants are relatively equal, preference shall be shown to the internal applicant and if two or more internal applicants have relatively equal qualifications, preference shall be shown to that applicant who has the most extensive length of service in education. Teachers wishing to receive information about open positions under this section during times other than the school year shall leave a self-addressed envelope in the Superintendent's Office at the end of the close of school.

3. Appointments shall be made without discrimination in regard to race, color, creed, age, national origin, ancestry, disability, sexual orientation, sex, religion or marital status, or other applicable unlawful discriminatory standard.

## **I. Teacher Facilities**

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

1. Space in each classroom in which teachers may safely store instructional materials and supplies.
2. A teacher work area containing adequate equipment and supplies to aid in the preparation of instructional materials.
3. An appropriately furnished room, to be used as a faculty lounge; said area to be in addition to the aforementioned teacher work area.
4. A conference room, which shall include a telephone, to be used for staff meetings, department meetings, parent conferences, administrative teacher conferences, etc.
5. Well-lighted and clean teacher restrooms with separate facilities for men and women.

## **J. Textbooks**

1. The Board guarantees that it will provide sufficient textbooks to insure that each pupil in a classroom has textbooks for his own use.
2. Recognizing the statutory responsibility of the Board for the provision of textbooks and also the professional competence and skills of the staff in relation to textbook selection, the Association and the Board agree that the determination of textbooks to be used in the schools shall be cooperatively arrived at through joint consultation among teachers and administrators, subject to final approval by the Board.

## **K. Contracts**

The Board agrees to use as the forms for the written contract of employment of each individual

certificated professional employee's Initial Teachers' Contract (white), the Teachers' Long-Term Contract (yellow) and the Teachers' Annual Salary Agreement (green) attached hereto. See Appendix "B."

## **L. Duty Free Time for the Association President**

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

## **M. Reduction in Professional Staff**

### 1. General Statement

The Regional District No. 18 Board of Education has the responsibility, as outlined under Section 10-220 and 10-4A of the Connecticut General Statutes, to maintain good public elementary and secondary 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 elimination become necessary.

### 2. Reasons for Elimination of Teaching Positions

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

### 3. Notice of Staff Reduction

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

### 4. Definitions

As outlined herein, the term teacher shall apply to any employee of the District Board of Education who holds a regular certificate issued by the Connecticut State Board of Education and is employed in a teaching, guidance or administrative position below the rank of Superintendent.

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



5. Procedure

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

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

- (1) Areas of certification;
- (2) Degrees held;
- (3) Teaching experience;
- (4) Qualifications and ability as determined by standard evaluations or performance; and
- (5) The particular needs of the District in light of the teaching positions to be filled.

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

6. Reappointment

- a. The name of any tenured teacher who has been terminated because of the

elimination of a position or a reduction in professional staff shall be placed upon a reappointment list and shall remain on such list for two (2) years following the end of the contract year in which the teacher was terminated, provided such teacher does not refuse a reappointment for an equal position or request removal. For the purpose of this section 6.a., equal means the same full-time equivalent.

- b. Any tenured teacher on the reappointment list shall receive a written notice of the existence of a vacant or new position prior to consideration of any other applicant. The teacher must respond within ten (10) days of receipt of notice or such teacher shall have waived his right or reappointment.

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

- c. Tenured teachers who have been terminated are to be rehired in the reverse order of layoff.
- d. A tenured teacher who has been laid off due to a reduction in staff may continue to participate in any group insurance program for the longer of the Cobra period or the duration of the current contract, provided such teacher pays the full cost for the premium for such coverage and that the provisions of the appropriate group policy permit such continuation.
- e. In the event of recall, the teacher shall retain all rights accrued at the time of termination including placement on the salary schedule and remaining unused sick days.

## 7. Reappointment of Non-Tenured Teachers

- a. The name of any non-tenured teacher whose service has been terminated because of the elimination of a position or reduction in professional staff shall be placed upon a reappointment list and shall remain on such list for the remainder of the contract year in which such teacher was terminated. For the purpose of this section 7a, the end of the contract year shall be August 31<sup>st</sup>.
- b. Any non-tenured teacher on the reappointment list for the duration of his/her contract shall receive a written notice of the existence of a vacant or new position prior to consideration of any other applicant. The teacher must respond within ten (10) days of receipt of notice or such teacher shall have waived his/her right of reappointment.
- c. Non-tenured teachers laid off are to be rehired in the reverse order of layoff within his/her contract year.

8. Policy Provision Not Applicable to Promotion
  - a. 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 is qualified and/or certified for the position.

## **N. Non-Discrimination**

No teacher shall be unlawfully discriminated against by either party under this contract due to marital status.

## **ARTICLE VII General Provisions**

### **A. Definition of Teacher**

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

### **B. Subject to State Statute**

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

### **C. Administrative Policy**

It is understood that teachers shall continue to serve under the direction of the Superintendent of Schools and in accordance with the Board and administrative policies, rules and regulations, including those set forth in the Teacher's Manual, as amended, provided that the provisions of this Agreement shall supersede and prevail over any conflicting provisions.

### **D. Reprisals**

There shall be no reprisals of any kind taken against any teacher by reason of his membership in the Association or participation in its activities.

### **E. Teacher Evaluation**

Evaluative and supervisory methods should be cooperatively developed and reviewed with the entire school staff. The evaluation of teachers should only be made by experienced and qualified professional personnel as selected by the Superintendent of Schools. Teachers shall, upon request, be given a copy of any evaluation report prepared by their superiors which will be considered in determining the salary or other benefits which they are to receive in the course of their employment or which is used as a basis of terminating their employment, and they shall have the right to discuss such reports with their superiors.

## **F. Association Representative Time**

When it is necessary for official representatives of the Association to engage in Association activities directly relating to the Association's duties as representatives of the teachers, they shall be given such free time, without loss of pay, as is necessary to perform any such activities, provided such free time has been approved in accordance with established administrative regulations. The Association and its officers recognize and agree that this privilege should not be abused.

## **G. Contract Validity**

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

## **I. Substitute Teachers**

Positions which will be vacant for at least one semester shall, to the extent possible, be filled by personnel who have met state certification requirements. After a trial period not to exceed forty (40) working days or at the discretion of the Superintendent, such certified substitute teacher shall be given a substitute teaching contract and be paid at the appropriate rate on the salary schedule as if said teacher had been originally employed as a full-time teacher. The designation of substitute teaching contract shall affect only the reappointment of non-tenured teachers as provided in Article VI (Working Conditions), Section M (Reduction in Professional Staff), Section 7 (Reappointment of Non-Tenured Teachers), but shall not affect any other rights pursuant to the collective bargaining agreement or state statute. If a certified substitute teacher is unavailable, such vacancies shall be filled by qualified, non-certified personnel. Such non-certified substitute teachers shall receive temporary substitute's pay throughout the period of their appointment.

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

## **J. Summer Committee Work**

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

## **K. Homebound Instruction**

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

## **ARTICLE VIII Grievance Procedure**

### **A. Definition of a Grievance**

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

### **B. Purpose**

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

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

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

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

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

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

### **C. Procedure**

#### **Level One:**

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

**Level Two:**

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

**Level Three:**

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

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

**Level Four:**

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

**Level Five:**

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

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

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

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

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

Failure by the aggrieved teacher at any level to appeal a grievance to the next level within the specified time limits shall be deemed to be an acceptance of the decision rendered at that level.

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

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

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

Any policy established by the Administration that adversely affects an Association member, or any constructive suggestion that any Association member wishes to make will be processed in an informal manner up to and including the Board of Education.

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

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

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

## **ARTICLE IX**

### **Just Cause**

The Administration may impose disciplinary action upon teachers including verbal warnings (memorialized in writing), written warnings, increment withholding, suspension without pay and

withholding of negotiated increase for teachers at maximum. In all cases involving verbal warnings (memorialized in writing), written warnings, withholding of increment or negotiated raises, or disciplinary suspensions without pay, such action will only be taken for just cause and may be challenged through the grievance/arbitration provisions of this Agreement. Any decision to withhold an increment or a negotiated pay increase will be based upon employee performance evaluation in accord with the Region 18 Teacher Evaluation Plan. Nothing in this section shall be applicable to the nonrenewal or termination of teachers, and all matters concerning such action shall be handled in accordance with provisions of the Teacher Fair Dismissal Act (Tenure Law). In addition, nothing in this section shall deprive the Administration of the right to suspend a teacher facing nonrenewal or termination with pay and without prejudice on an interim basis.

**ARTICLE X**  
**Duration**

The contract will be for a term of three (3) years, effective as of September 1, 2013 and will remain in full force and effect until August 31, 2016.

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

\_\_\_\_\_  
*Co-President of Region Eighteen  
Teachers' Association*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Co-President of Region Eighteen  
Teachers' Association*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Chief Negotiator of Region Eighteen  
Board of Education*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Chair of Region Eighteen  
Board of Education*

\_\_\_\_\_  
*Date*



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

**APPENDIX A  
Salary Schedule 2013-2014**

<b><u>STEP</u></b>	<b><u>BA SALARY</u></b>	<b><u>MA SALARY</u></b>	<b><u>6th SALARY</u></b>
1	\$43,046	\$46,914	\$49,238
2	\$44,593	\$48,463	\$51,043
3	\$46,143	\$50,013	\$52,594
4	\$47,689	\$51,561	\$54,140
5	\$49,238	\$53,109	\$55,690
6	\$50,785	\$54,657	\$57,236
7	\$52,333	\$56,205	\$58,786
8	\$53,884	\$57,753	\$60,335
9	\$55,430	\$59,302	\$61,883
10	\$56,980	\$60,852	\$63,433
11		\$63,173	\$67,934
12		\$67,729	\$73,215
13		\$73,325	\$77,870
14		\$79,512	\$84,557

183 Instructional Days plus 4 Non-Student Instructional Days

Effective September 1, 2013, all teachers not at the maximum step shall move up one (1) step from their 2012-2013 step.

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

**APPENDIX A  
Salary Schedule 2014-2015**

<b><u>STEP</u></b>	<b><u>BA SALARY</u></b>	<b><u>MA SALARY</u></b>	<b><u>6th SALARY</u></b>
<b>1</b>	\$43,477	\$47,384	\$49,730
<b>2</b>	\$45,039	\$48,948	\$51,553
<b>3</b>	\$46,604	\$50,513	\$53,120
<b>4</b>	\$48,166	\$52,076	\$54,682
<b>5</b>	\$49,730	\$53,640	\$56,247
<b>6</b>	\$51,293	\$55,203	\$57,808
<b>7</b>	\$52,857	\$56,767	\$59,374
<b>8</b>	\$54,423	\$58,331	\$60,939
<b>9</b>	\$55,984	\$59,895	\$62,502
<b>10</b>	\$57,550	\$61,460	\$64,067
<b>11</b>		\$63,805	\$68,613
<b>12</b>		\$68,406	\$73,947
<b>13</b>		\$74,058	\$78,649
<b>14</b>		\$80,904	\$86,037

183 Instructional Days plus 4 Non-Student Instructional Days

Effective September 1, 2014, all teachers not at the maximum step shall move up one (1) step from their 2013-2014 step.

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

**APPENDIX A  
Salary Schedule 2015-2016**

<b><u>STEP</u></b>	<b><u>BA SALARY</u></b>	<b><u>MA SALARY</u></b>	<b><u>6th SALARY</u></b>
<b>1</b>	\$44,072	\$48,033	\$50,412
<b>2</b>	\$45,656	\$49,618	\$52,260
<b>3</b>	\$47,242	\$51,205	\$53,847
<b>4</b>	\$48,826	\$52,790	\$55,431
<b>5</b>	\$50,412	\$54,375	\$57,018
<b>6</b>	\$51,995	\$55,960	\$58,600
<b>7</b>	\$53,581	\$57,544	\$60,188
<b>8</b>	\$55,169	\$59,130	\$61,773
<b>9</b>	\$56,751	\$60,716	\$63,358
<b>10</b>	\$58,339	\$62,302	\$64,945
<b>11</b>		\$64,679	\$69,553
<b>12</b>		\$69,343	\$74,960
<b>13</b>		\$75,073	\$79,727
<b>14</b>		\$82,319	\$87,542

183 Instructional Days plus 4 Non-Student Instructional Days

Effective September 1, 2015, all teachers not at the maximum step shall move up one (1) step from their 2014-2015 step.

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

**APPENDIX A  
Longevity**

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

<u>YEARS OF EXPERIENCE</u>	<u>AMOUNT</u>
19	100
20	200
21	300
22	400
23	500
24	600
25	700
26	800
27	900
28	1000
29	1100
30	1200
31	1300
32	1400
33	1500
34	1600
35	1700
36	1800
37	1900

A teacher with a doctorate in his/her specific area of teaching assignment, as determined by the Superintendent, shall receive an honorarium of one thousand dollars (\$1,000) per annum.

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

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

**APPENDIX A  
Salary Cap Agreement**

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

## **APPENDIX C**

### **Extracurricular Activities**

1. The Regional School District Eighteen Board of Education, based on administration recommendation, retains the sole right to offer or withdraw an extra-curricular activity.
2. The Principal, in conjunction with the Athletic Director, shall be permitted, instead of canceling a sport altogether, to offer the activity on a club or substantially reduced interscholastic level.

Student interest, number and extent of contests and quality of participation are major points to be considered in making such determination.

If a sport is determined to be a club or reduced level activity for any given reason, the salary would be equal to one-half of the salary paid on a full interscholastic basis.

This approach would allow new sports to develop and weaker ones would be provided another alternative to merely being dropped. Hopefully club and/or reduced programs would grow into full interscholastic sports.

The Superintendent, as agent for the Board, must approve any changes.

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

**APPENDIX C**  
**Activities Schedule**

<b>Varsity</b>	<b>2013-14</b>	<b>2014-15</b>	<b>2015-16</b>
Boys Soccer	5,171	5,249	5,328
Girls Soccer	5,171	5,249	5,328
Boys Cross Country	4,080	4,141	4,203
Girls Cross Country	4,080	4,141	4,203
Girls Volleyball	4,080	4,141	4,203
Boys Basketball	5,668	5,753	5,839
Girls Basketball	5,668	5,753	5,839
Boys Fencing	4,080	4,141	4,203
Girls Fencing	4,080	4,141	4,203
Girls Gymnastics	3,074	3,120	3,167
Boys Indoor Track	4,080	4,141	4,203
Girls Indoor Track	4,080	4,141	4,203
Baseball	5,171	5,249	5,328
Softball	5,171	5,249	5,328
Boys Crew	5,171	5,249	5,328
Girls Crew	5,171	5,249	5,328
Boys Track	4,080	4,141	4,203
Girls Track	4,080	4,141	4,203
Boys Tennis	4,080	4,141	4,203
Girls Tennis	4,080	4,141	4,203
Boys Lacrosse	5,171	5,249	5,328
Girls Lacrosse	5,171	5,249	5,328
Boys Golf	4,080	4,141	4,203
Girls Golf	4,080	4,141	4,203

<b>Junior Varsity/Freshman</b>	<b>2013-14</b>	<b>2014-15</b>	<b>2015-16</b>
Boys Soccer	3,687	3,742	3,798
Girls Soccer	3,687	3,742	3,798
Girls Volleyball	3,074	3,120	3,167
Boys Basketball	4,347	4,412	4,478
Boys Freshman Basketball	3,074	3,120	3,167
Girls Basketball	4,347	4,412	4,478
Girls Freshman Basketball	3,074	3,120	3,167
Baseball	3,687	3,742	3,798
Freshman Baseball	3,074	3,120	3,167
Softball	3,687	3,742	3,798
Boys Crew	3,687	3,742	3,798
Girls Crew	3,687	3,742	3,798
Novice Crew (Boys & Girls)	3,074	3,120	3,167
Boys Lacrosse	3,687	3,742	3,798
Girls Lacrosse	3,687	3,742	3,798

<b>Middle School</b>	<b>2013-14</b>	<b>2014-15</b>	<b>2015-16</b>
Boys Soccer	3,323	3,373	3,424
Girls Soccer	3,323	3,373	3,424
Boys Cross Country	3,047	3,093	3,139
Girls Cross Country	3,047	3,093	3,139
Boys Basketball	3,704	3,760	3,816
Girls Basketball	3,704	3,760	3,816
Baseball	3,323	3,373	3,424
Softball	3,323	3,373	3,424
Tennis – Boys and Girls	3,047	3,093	3,139

<b>Other Athletic Positions</b>	<b>2013-14</b>	<b>2014-15</b>	<b>2015-16</b>
Middle School Coaches Aide (3)	628	637	647
Intramural Coaches	34.41	34.93	35.45

<b>Yearbook Advisor</b>	<b>2013-14</b>	<b>2014-15</b>	<b>2015-16</b>
High School	3,930	3,989	4,049
High School Assistant	2,754	2,795	2,837
Middle School	2,309	2,344	2,379
Center School	628	637	647

<b>Music Directors</b>	<b>2013-14</b>	<b>2014-15</b>	<b>2015-16</b>
High School Band Director	4,785	4,857	4,930
High School Choral Director	4,785	4,857	4,930
Middle School Band Director	1,260	1,279	1,298
Middle School Choral Director	1,260	1,279	1,298

<b>Drama (per production)</b>	<b>2013-14</b>	<b>2014-15</b>	<b>2015-16</b>
High School	2,850	2,893	2,936
High School Assistant	1,722	1,748	1,774
Middle School	2,557	2,595	2,634
Middle School Assistant	1,722	1,748	1,774
Center School Musical Director	782	794	806
Center School Asst. Musical Director	402	408	414
Lyme School Musical Director	782	794	806
Lyme School Asst. Musical Director	402	408	414

<b>Newspaper</b>	<b>2013-14</b>	<b>2014-15</b>	<b>2015-16</b>
High School	2,309	2,344	2,379
Middle School	1,623	1,647	1,672

<b>Literary Magazine</b>	<b>2013-14</b>	<b>2014-15</b>	<b>2015-16</b>
High School	1,277	1,296	1,315
Middle School	1,277	1,296	1,315



<b>Student Council</b>	<b>2013-14</b>	<b>2014-15</b>	<b>2015-16</b>
High School	2,608	2,738	2,779
Middle School	1,870	1,898	1,926

<b>Intramural Coordinator</b>	<b>2013-14</b>	<b>2014-15</b>	<b>2015-16</b>
High School	844	857	870
Middle School	844	857	870

<b>Stage Manager</b>	<b>2013-14</b>	<b>2014-15</b>	<b>2015-16</b>
High School	883	896	909
Middle School	883	896	909

<b>Miscellaneous</b>	<b>2013-14</b>	<b>2014-15</b>	<b>2015-16</b>
American Field Service	1,475	1,497	1,519
AFS Assistant	933	947	961
Cadet Teaching/Service Pro	984	999	1,014
FBLA Manager	728	739	750
Senior Class Advisor	1,624	1,648	1,672
Junior Class Advisor	1,624	1,648	1,672
National Honor Society Advisor	1,624	1,648	1,672
Scholastic Bowl Advisor	1,279	1,298	1,317
Robotics (Total Stipend)	5,171	5,249	5,328
High School Store Manager	933	947	961
High School Publicity	1,229	1,247	1,266
Ski Club Advisor	346	351	356
Volunteer Coordinator	933	947	961
Observatory Director	1,427	1,448	1,470
Math Team Advisor	2,043	2,074	2,105
Debate Team Advisor	2,043	2,074	2,105
Center School Asst. Advisor Student Council	404	410	416
Lyme School Site Coordinator Town Meeting	628	637	647
Lyme School Editorial Board Director	628	637	647
Key Club	1,624	1,648	1,672

<b>Area Coordinators</b>	<b>2013-14</b>	<b>2014-15</b>	<b>2015-16</b>
English 6-12*	3,411	3,462	3,514
Social Studies 6-12*	3,411	3,462	3,514
Foreign Language 6-12*	3,411	3,462	3,514
Science 6-12*	3,411	3,462	3,514
Vocational Arts 6-12*	3,411	3,462	3,514
Virtual High School	3,411	3,462	3,514
Math 6-12*	3,411	3,462	3,514
Art K-12	3,411	3,462	3,514
Music K-12	3,411	3,462	3,514
Language Arts K-8	3,411	3,462	3,514
Health/SAE/PE**	3,411	3,462	3,514
Guidance	3,411	3,462	3,514
Athletic Director 6-12**	6,426	6,522	6,620
School Psychologist K-12	1,624	1,648	1,672
Speech Pathologist K-12	1,624	1,648	1,672
Special Education 6-12	3,512	3,565	3,618

\*include release time from duty

\*\*include .6 release time from teaching

<b>Middle School Team Leaders</b>	<b>2013-14</b>	<b>2014-15</b>	<b>2015-16</b>
6 <sup>th</sup> Grade – two teams, two positions	1,624	1,648	1,672
7 <sup>th</sup> Grade	1,624	1,648	1,672
8 <sup>th</sup> Grade	1,624	1,648	1,672
Team “X”	1,624	1,648	1,672
Unified Arts	1,624	1,648	1,672

<b>Instructional Work</b>	<b>2013-14</b>	<b>2014-15</b>	<b>2015-16</b>
Summer Curriculum Committee Work	34.41	34.93	35.45
Homebound Instruction	34.41	34.93	35.45
Guidance Counselor Summer Work	276/day	280/day	284/day

**APPENDIX C**  
**Memorandum of Understanding**  
**For Extracurricular Activity Schedules**

The Board of Education and the Association agree to the following clarification of language in the 2009-2013 Extra-Curricular Activity Schedules.

1. The assignment to Summer Curriculum Work and Homebound Instruction shall be assigned at the discretion of the Superintendent of Schools.
2. Subject to the approval of the Superintendent, the Board shall pay 75% of the cost of courses taken for certification as a Coach in the State of Connecticut. Upon acceptance of such reimbursement and upon approval of the Superintendent, a coach must agree to serve in the capacity of a coach for two years or repay the Board the amount of reimbursement.
3. It is the intent and desire of the Board and the Association that teachers will commit fully to the process of educating the students of Regional School District No. 18. Teachers are highly encouraged to further that commitment by working with students through extracurricular offerings. To that end, teachers who are paid a stipend for an extracurricular activity involving Regional School District No. 18 students will work closely with the administration to ensure said teacher is meeting his/her primary obligation as a teacher while providing proper supervision and instruction in the extracurricular activity to which he/she is assigned.

## **APPENDIX D**

### **Health Insurance**

#### **Change in Carrier**

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

#### **Voluntary Waiver of Insurance Coverage**

Members of the bargaining unit who are eligible for insurance coverage under this section may voluntarily elect in writing to waive such coverage, in whole, provided that such waiver does not conflict with the rules regulations or other requirements of the appropriate insurance carriers. Teachers electing such a waiver shall receive periodic cash payments from the Board in the amount of \$2500 per year, while the waiver is in effect. Life Insurance and Disability Insurance shall not be terminated by a waiver, and shall remain in effect.

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

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

## **High Deductible Health Plan (HDHP)**

Effective September 1, 2013, the Board will provide a High Deductible Health Plan (HDHP) to full-time employees that elect to participate. The program shall be offered on a contract year basis with open enrollment to be available in May. The HDHP shall have a \$2,000 single and \$4,000 two-person/family deductible for in network services. Prescription drugs are covered as part of the program and are subject to the deductible. Once the deductible is met there shall be no coinsurance in network for covered services, except for prescriptions. Upon satisfaction of the HDHP deductible, prescriptions are subject to a managed three tier drug rider with co-pays of \$10 Generic/ \$25 Brand Name/ \$40 Non Formulary Brand Name co-pay (unlimited maximum) (2x retail co-payment for 90-day supply).

Out of network services will be subject to a 80% plan / 20% member coinsurance to a combined in-and-out-of-network coinsurance maximum of \$2,000 for the individual and \$4,000 for the family, for a combined in-and-out-of-network out-of-pocket maximum of \$4,000 for the individual and \$8,000 for the family.

Enrollees in the HDHP shall have a Health Savings Account (HSA) to defray deductible expenses. The Board agrees to contribute fifty percent (50%) of the deductible in each year of the contract.

In year 1 of the contract (September 1, 2013 through August 31, 2014), the Board's contribution toward the deductible shall be deposited in the HSA bank account of the employee on or about September 1, 2013.

In year 2 of the contract (September 1, 2014 through August 31, 2015), one-half (1/2) of the Board's contribution toward the deductible shall be deposited in the HSA bank account of the employee on or about September 1, 2014 and one-half (1/2) of the Board's contribution toward the deductible shall be deposited in the HSA bank account of the employee on or about March 1, 2015.

In year 3 of the contract (September 1, 2015 through August 31, 2016), one-half (1/2) of the Board's contribution toward the deductible shall be deposited in the HSA bank account of the employee on or about September 1, 2015 and one-half (1/2) of the Board's contribution toward the deductible shall be deposited in the HSA bank account of the employee on or about March 1, 2016.

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

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

**PPO Plan**

Office Visit	\$30
Specialist Office Visit	\$40
Inpatient Hospital	\$400 per day
ER	\$100
Outpatient Surgery	\$200
Urgent Care	\$75
Prescriptions	\$5/\$30/\$40(\$7,500 maximum)

Out of Network Deductible \$3,000/\$6,000/\$6,000  
 Out of Network Coinsurance 80%/20%  
 Out of Network Coinsurance maximums \$28,000/\$56,000/\$56,000  
 Out of Network Coinsurance out-of-pocket maximums \$28,000/\$56,000/\$56,000

Additionally, the Board will provide Vision Care with a \$30 copay and full service dental Insurance with Rider A (with the employee being responsible for the premium share contribution set forth below).

**EMPLOYEE PREMIUM SHARE CONTRIBUTIONS**

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

<b><u>2013-2014</u></b>	<b><u>2014-2015</u></b>	<b><u>2015-2016</u></b>
13%	14%	15%

The HDHP described above shall be the core insurance plan.

For any eligible employee wishing to remain in the PPO plan, the Board will contribute toward the cost of that plan, an amount equal to the following: the dollar amount contributed by the Board toward the HDHP premium, for the employee’s coverage level. Any employee remaining enrolled in the PPO plan shall pay the full difference between the dollar amount contributed by the Board and the full cost of the PPO plan.

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

1. Full Term Life and Accidental Death and Dismemberment Insurance (Plan #10) \$50,000 for the individual teacher.
2. Admission Planning Service Rider.

**Retiring Teachers**

Retiring Teachers employed by Regional School District Eighteen who have qualified for retirement with the Connecticut State Retirement Board, may fully participate in one or more group health insurance plans maintained by Regional School District Eighteen. Premiums for membership cost, up to 100% of the premium, will be paid by the retired

teacher.

Premium payments due by the teacher shall be submitted to the Office of the Superintendent of Schools no later than the fifteenth of each month. A one week grace period will be granted for premium payment receipt before loss of coverage.

### **Internal Revenue Code 125**

If allowed by law, the Board shall adopt a plan under Internal Revenue Code 125 to provide for teacher contributions on a pre-tax basis. The Board and RETA shall each pay 50% of the cost of setting up and maintaining such plan.

### **Health Insurance “Age Out” Provision**

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

### **Explanatory Summary of Benefits**

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

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

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

## ***VISION CARE PLAN***

### **ANTHEM BLUE CROSS AND BLUE SHIELD'S VISION CARE RIDER OFFERS:**

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

### ***VISION EXAM COVERAGE:***

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

**post cycloplegic visit if required**

**Up to \$50 per calendar year**

**Exam without cycloplegia**

### ***OPTICAL SERVICES:***

**Up to \$28 per calendar year**

**Frames for prescription lenses**

**Up to \$33.50 per calendar year**

**Single vision lenses**

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

**Bifocal lenses**

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

**Trifocal lenses**

**Up to \$225 per calendar year**

**Contact lenses when used to correct visual**

**acuity to 20/70 or when medically necessary**

**Up to \$33.50 per calendar year**

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

### ***PRINCIPAL LIMITATIONS & EXCLUSIONS***

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

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



**\*\*NO CHANGES**

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

**Covered services include:**

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

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

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

**ACCESSING BENEFITS:****Participating Dentists Benefits**

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

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

**Non-Participating Dentists Benefits**

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

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

## **DENTAL AMENDATORY RIDER A ADDITIONAL BASIC BENEFITS**

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

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

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

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

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

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

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

**DENTAL AMENDATORY RIDER A  
ADDITIONAL BASIC BENEFITS**

**ACCESSING BENEFITS:**

**Participating Dentists Benefits**

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

**Non-Participating Dentists Benefits**

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

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