

Agreed Language Document

between the

**Board of Education
of
Regional School District No. 17**

and the

Haddam-Killingworth Education Association

July 1, 2015 to June 30, 2018

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ARTICLE I
PREAMBLE

- A. This Agreement is negotiated under subsection 10-153 of the General Statutes of the State of Connecticut, as amended, in order (a) to fix for its term the salaries and other conditions of employment provided therein, and (b) to encourage and abet effective and harmonious working relationships between the Board and the professional staff in order that the cause of public education be best served in Haddam and Killingworth.
- B. The Board and the HKEA recognize the importance of responsible participation by the entire professional staff in the education process, planning, development and growth. To this end they agree to maintain communication, to inform about programs, to guide in development and to assist in planning and growth either by committee, individual consultation or designated representatives.
- C. The Regional School District Board of Education and the Haddam-Killingworth Education Association support professionalism, which may include volunteering one's services beyond the workday for the benefit of the students.
- D. This Agreement shall be an entire contract between the Board and the HKEA in the subject areas covered by the Agreement for the duration of the Agreement unless changed by mutual consent of both parties. Such mutually consented change shall be in writing and in accordance with the consultation procedure provided therein. Previously adopted policies, rules or regulations in conflict with this Agreement are superseded by this Agreement.
- E. In the event that any provision or portion of this Agreement is ultimately ruled invalid for any reason by an authority of established and competent legal jurisdiction, the balance and remainder of the Agreement shall remain in full force and effect.

ARTICLE II
RECOGNITION

- A. The Board recognizes the Association as the exclusive representative, as defined in 10-153 of the Connecticut General Statutes as amended, for the entire group of certified professional employees of the Board below the rank of Assistant Principal.
- B. Unless otherwise indicated, the term "teacher" when used hereinafter in this Agreement shall refer to all employees in the above unit.
- C. When used in this Agreement, the use of any pronoun or adjective which is in the masculine gender shall include the female gender.

ARTICLE III
RIGHTS OF THE BOARD OF EDUCATION

- A. Unless expressly limited by a specific section of this Agreement, the rights, powers and authority held by the Regional Board of Education under state law, general or special act of the legislature of the State of Connecticut, over matters involving the Regional School District No. 17, including but not limited to full control over the policies, practices, procedures and regulations with respect to employees of the Board at all its schools, shall remain vested solely and exclusively in the Board of Education of Regional School District No. 17.

ARTICLE IV
PROFESSIONAL NEGOTIATIONS

- A. No later than two hundred ten days (210) days prior to the Regional School District meeting at which the budget is submitted, the Board and the Association agree to negotiate in good faith in accordance with the procedures set forth in subsection 10-153a through subsection 10-153g of the Connecticut General Statutes. Either party may utilize the services of outside negotiators or consultants. The Board shall provide the Association with a copy of the budget adopted by the Board of Education for the following fiscal year as soon as available.

ARTICLE V
NO DISCRIMINATION

- A. In accordance with all applicable statutes, there shall be no unlawful discrimination or coercion of any kind against any teacher for any reason whatsoever, including, but not limited to, race, religion, national origin, ancestry, sex, age, marital status, sexual orientation, Association involvement, opposition or lack of involvement, either by the Board or by the Association.
- B. Failure by the Association to accept any teacher for membership shall be construed as discrimination under the terms of this Article.
- C. There shall be no reprisals of any kind taken against any teacher by reason of his membership or lack of membership in professional organizations or participation or lack of participation in its activities.

ARTICLE VI
STAFF SALARIES

- A. The salaries of all teachers covered by this Agreement are set forth in the Appendices which are attached hereto and made a part of this Agreement.
- B. Part time teachers will be paid on a prorated basis based upon the currently applicable full teaching load for the grade level being taught.
- C. When a teacher leaves the Regional District No. 17 School System before the end of the school year, he shall be paid on a per diem basis for those days he has worked computed on the basis of the normal teacher work year.

ARTICLE VII
PLACEMENT ON SALARY SCHEDULE

- A. All teachers shall be placed on the appropriate step on the salary schedule, taking into consideration the following:
 - 1. Degree status as defined under "Degree Definitions" article.
 - 2. Full credit for previous teaching experience in public and accredited private schools provided that such experience shall have been continuous service of at least one half of the Regional District No. 17 work year in days, in any year. Teachers hired from accredited private schools shall be certified to teach in the public schools of Connecticut. Intermittent or short-term substitute service will not be credited as previous teaching experience.

However, effective July 1, 1996, the Board with the mutual agreement from a newly hired teacher with five (5) or more years of teaching experience, may place the teacher on the salary schedule according to teaching experience and degree status minus up to one half of their years of experience. However, such placement shall not be less than the step corresponding with four (4) years of experience.

Teachers who accept the above placement will hold the HKEA harmless to seek redress at a later date to improve their step placement based on their actual number of years of credited teaching service.

Teachers who accept the placement described under this section A.2. will voluntarily sign a statement to this effect. This statement would substantially be as follows:

"I voluntarily agree to a decrease of _____ years of experience towards placement on the salary schedule. I will not seek amendment to this placement on the salary schedule for the remainder of my employment at Regional School District No. 17 nor thereafter for any reason whatsoever."

3. Credit of one (1) year for each two (2) years of active service in the Armed Forces or the Peace Corps, up to a maximum of two (2) years credit.
- B.
1. In shortage areas as defined by the state department of education, the Board, with mutual agreement from a newly hired teacher without previous teaching experience, may place the teacher on the salary schedule according to degree status up to and including step "C".
 2. Notwithstanding Article VII, Section B.1., in teaching positions difficult to fill through normal recruiting means, teachers with related experience other than that of certified teachers may receive credit up to ten (10) years on the salary schedule at the discretion of the Superintendent and with approval by the Board. The Association will be consulted in all instances where the Superintendent wishes to utilize this paragraph and the reasons for its proposed utilization will be explained. Application of this paragraph will be subject to the grievance and arbitration procedure of this Agreement.

C. **Withholding of Pay Increase**

The Board reserves the right to withhold a salary increase or salary increment in cases where services are deemed less than satisfactory. A decision will require a vote of at least two thirds (2/3) of the full membership of the Board upon such a recommendation put forth by the Superintendent of Schools. Written reasons for the proposed withholding shall be furnished to the affected employee by the Superintendent before any recommendation is made to the Board. Notification concerning the possible withholding of a pay increase or increment will be made no later than April 1. A decision by the BOE may be made at any time prior to June 1st. The teacher so notified will be further notified of the date of consideration by the BOE. He/she shall be entitled to submit a written statement to the BOE for its consideration and/or appear before the BOE in executive session or in public session if so requested by the teacher. Decisions by the Board to withhold salary increases or salary increments are subject to the grievance and arbitration procedure of the Agreement. Completion of one year of satisfactory service after the withholding of an increment or salary increase shall entitle the teacher to be placed on the salary level he would have held but for the withholding.

ARTICLE VIII
TEACHING ASSIGNMENTS, TRANSFERS AND PROMOTIONS

- A. The assignment and/or transfer of teachers within the school system is the authority of the Superintendent of Schools, who shall formally seek the advice of the principal and the professional staff in each teacher's school and/or department. Teachers employed by the Board shall receive their initial building grade and/or subject assignments from the Superintendent's office.
- B. Teachers shall be notified in writing, as soon as practicable and under normal circumstances not later than June 1, of any changes in their programs and schedules for the ensuing 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 or assignments that they will have. In the event of a change in circumstances or conditions during the months of May through August (e.g. resignation, changes in enrollments), such assignments may be changed as required to meet the situation and those affected shall be notified in writing as soon as practicable.
- C. In the determination of assignments and transfers, the professional qualifications, convenience and wishes of the individual teacher will be honored to the extent that these considerations do not conflict with the instructional requirements and best interests of the school system and the pupils.
- D. Certified positions, including ones that pay a salary differential and/or involve an additional or higher level of responsibility, which become vacant due to death, retirement, discharge, resignation or by the creation of a new position shall be filled pursuant to the following procedures:
 - 1. The existence of a position vacancy shall be adequately publicized, both within and outside the system. All vacancies shall be posted on the District website.
 - 2. Said notice of a position shall clearly set forth the qualifications, relevant salary schedule, and salary differential for the position.
 - 3. The president of the Association shall receive a copy of the notice of position at the time notices are sent for posting.
 - 4. Teachers who desire to apply for such a position vacancy shall file their application in writing with the Superintendent or his designee within the time limit specified in the notice.
 - 5. Such position vacancy shall be filled on the basis of qualification for the vacant position as determined by the Board of Education.

- E. In arranging schedules for teachers who are assigned to more than one school, every effort shall be made to limit the amount of inter-school travel.
- F. An involuntary transfer shall be made only after a meeting between the teacher involved and the Superintendent or his designee, at which time the teacher shall be notified of the reasons for the transfer. (Except in emergencies or in instances where a teacher is relieved of duties or transferred to an open position for disciplinary reasons, no involuntary transfer shall take place until an attempt at seeking a volunteer or volunteers has been made.)
- G. Teachers who desire to transfer to another building may file a written statement of such desire with the Superintendent not later than March 1 of each year. Such statement shall include the grade and/or subject to which the teacher desires to be assigned or the school or schools (in order of preference if the teacher has preferences) to which he desires to be transferred. Such applications on file will be considered together with applications received from publication in accordance with Section D above.

ARTICLE IX
SCHOOL DAY AND RESPONSIBILITIES

- A. All personnel covered by this Agreement shall spend such time as is necessary to accomplish tasks set by the Administration and to fulfill their obligations as professional teachers.

The normal workday for personnel covered by this Agreement shall be seven (7) hours and fifteen (15) minutes. Workday includes a lunch period.

If in the future the Board increases the amount of contact time within the normal workday beyond that in effect during 2013-2014, the Board shall negotiate over the impact, if any, of such change. Such negotiations will be subject to the provisions of Sec. 10-153f of the Connecticut General Statutes concerning "midstream" negotiations and will be subject to mediation and arbitration if not amicably resolved.

The professional responsibility of the teacher referred to above shall include, but not be limited to, the offering of special assistance to individual students in their classes, detentions, preparing and arranging materials, displays, assignments, lesson planning and generally preparing for the creation of a classroom atmosphere conducive to academic scholarship, learning and curiosity of students.

- B. With the aim of continuing to improve communications and to fully exercise professional responsibility, teachers shall attend staff meetings, and meetings with the Superintendent of Schools, as required. Teachers will also be expected to participate in professional activities which contribute to the educational program: workshops, departmental activities, curriculum development, in-service training and parent conferences. At the beginning of each school year, the Building Principal shall notify teachers of the schedule for faculty/department meetings for the school year including the dates and start and end times

for the meetings. This shall not prohibit the principal from calling an unscheduled emergency meeting when the circumstances warrant.

- C. While it is understood that significant curriculum development (review, revision, rewrite) occurs throughout the school year, the HKEA and the Board of Education recognize the fact that some curriculum development work may be necessary over the summer or during vacation periods. Proposals for curriculum development work for those vacation or summer periods may be submitted to the Superintendent through the building principal. With the approval of the project by the Superintendent, a maximum number of compensated hours will be authorized for its completion. Curriculum development work that has been approved by the Superintendent and occurs during the summer or during school vacation periods will be compensated at the rate of \$33.12 for 2014-15 2015-16, \$33.78 for 2016-17, and \$34.46 for 2017-18. This rate will also be utilized for Homebound Instruction.
- D. All grade levels will have the same number of early release days as was in effect for the 2006-07 school year.

ARTICLE X
EMPLOYMENT YEAR

- A. The employment year of teachers in 2006-2007 and thereafter shall be one hundred eighty-five (185) days and shall start not earlier than August 25 and terminate not later than June 30. The one hundred eighty-five (185) days shall consist of one (1) day before the start of the students' school year, and two (2) non-contact days to be used for professional development which may also be scheduled before the start of the student's school year. Directors, coordinators, team leaders, high school department heads and other personnel shall continue to work additional days as provided in this Agreement.

If in the future the Board increases the number of school days for students or the teacher work year beyond that in effect during 2005-2006, the Board shall negotiate over the impact, if any, of such change. Such negotiations will be subject to the provisions of Sec. 10-153f of the Connecticut General Statutes concerning "midstream" negotiations, and will be subject to mediation and arbitration if not amicably resolved.

ARTICLE XI
PROTECTION OF TEACHERS

- A. Teachers shall report immediately in writing to the principal and to the Central Office all cases of assault suffered by them in connection with their employment.
- B. The Superintendent will apprise the Board of all such incidents.
- C. Teachers shall be indemnified for actions taken within the scope of their employment in accordance with the provisions of C.G.S. §10-235 and §10-236a.

- D. Any complaint made against a teacher which may adversely affect that teacher by any parent, student, or other person shall be called to the attention of the teacher. In no case shall any anonymous and/or unverified complaint be placed in any teacher's file.
- E. No teacher shall be disciplined, reprimanded, reduced in compensation, denied an increment or suspended without pay without just cause. The provisions of Connecticut General Statute 10-151 set forth the exclusive procedure for termination or non-renewal of employment contracts.

ARTICLE XII
LEAVES OF ABSENCE

The provisions of this article shall be implemented in accordance with the provisions of the Family Medical Leave Act (FMLA).

A. **Sick Leave**

- 1. Teachers shall be entitled to sick leave, up to fifteen (15) days per year, with full pay for personal sickness, personal injury, or sickness in the immediate family or household. Unused sick leave shall be accumulated from year to year, up to a maximum of one hundred eighty (180) days, so long as the teacher is continuously in the service of the Board.
- 2. In the event of absence of a teacher for illness in excess of five (5) consecutive working days, the Board may require a doctor's certificate.
- 3. The Board may, at its discretion in cases of exceptional hardship, extend sick leave.

B. **Absence Due to Assault or Accident**

Whenever a teacher is absent from school as a result of personal injury by accident or assault arising out of and in the course of his employment, he shall be paid his full salary (less the amount of any Workers' Compensation award made for temporary disability due to said injury) and receive all fringe benefits for the period of such absence, and no part of such absence shall be charged to his annual or accumulated sick leave.

C. **Pregnancy and Childbirth Leave**

- 1. Disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery there from shall be treated as temporary disabilities for all job-related purposes. (The term "temporary disability" shall be interpreted as being within the meaning of the term "sick" as used in Section 46A-60 of the Connecticut General Statutes.)
- 2. Accumulated sick leave shall be available for use during periods of such disability.
- 3. Unpaid disability leave beyond any accumulated sick leave shall be available, only for such reasonable further period of time as an employee is determined by an employee's

physician or a physician selected by the Board to be disabled from performing the duties of the employee's job because of pregnancy or conditions attendant thereto.

4. Policies involving commencement and duration of leave, the availability of extensions, the accrual of seniority and other benefits and privileges, protection under health or temporary disability plans, and payment of sick leave shall be applied to disability due to pregnancy and childbirth on the same terms and conditions as they are applied to other temporary disabilities.

D. **Childrearing Leave**

1. Any certified professional employee covered by this contract shall be entitled, upon written request to the Superintendent of Schools, to an extended leave without pay for purposes of childrearing, apart from any period of childbirth disability leave with pay. In the event of an adoption the teacher shall be entitled to receive up to three (3) weeks of leave with pay charged to the teacher's accumulated sick leave if sick leave is available or without pay if sick leave time is not available. Such employee shall be entitled to such leave for the remainder of any school year, in which the child is born, adopted, or fostered, and if the birth occurs after June 1, for the full following school year, if requested.
2. Childrearing leave shall be subject to the following provisions:
 - a. Employee requesting leave shall submit not less than thirty (30) days' written notice of the anticipated date of ending performance of duties unless, in the case of adoption or premature delivery, sufficient notification was not given the employee. In case of prospective adoption, the employee shall give reasonable notice of intent to adopt and of the general time of anticipated adoption.
 - b. All insurance and other employee fringe benefits, including payments to the State Teachers' Retirement System, shall continue in effect, upon payment by the teacher of any premiums or membership costs. This provision shall involve no additional expense to the Board and shall be conditional upon approval of the insurance companies and the State Teachers' Retirement Board.

E. **General Leave**

Certain circumstances may warrant granting special leave, with or without pay, to professional staff members. Such leave shall be at the discretion of the Board after consideration of the Superintendent's recommendation. All conditions of the leave, both during and upon return to the school system, shall be detailed in writing and mutually agreed upon by the Board and the leave recipient.

F. **Teacher Education and Mentoring Program**

For each teacher in the Teacher Education and Mentoring Program during module completion, a total of two (2) days per year release time shall be provided at the teacher's request.

G. **Returns from Leave**

Every effort will be made to return the employee as nearly as possible to the position which said employee held when the employee left. The teacher's year(s) of service in the district, contract status, and accumulated sick leave will be the same when the teacher returns to the position as it was when he / she began unpaid leave. However, when an employee works a minimum of 93 school days (including paid leave) in the school year that the leave began and returns to work in a different school year, upon return to work, they shall receive credit for the year of service they went on leave.

ARTICLE XIII
PERSONAL DAYS

A. All teachers shall be allowed the following personal days with full pay subject to approval of the Superintendent or his designee:

1. Two (2) days per year to conduct important personal business which cannot reasonably and conveniently be scheduled outside the work day. Important personal business does not include activities which are primarily recreational or for personal compensation. No more than fifteen (15) teachers may take such personal days on any day.
 - a. Unusual circumstances may be considered on their merits by the Superintendent of Schools for more than two (2) days.
2. Consideration will be given by the Board each year for additional major religious holidays (not to exceed three (3) per year).
3. Days at the discretion of the Superintendent for attendance at professional conferences or institutes or for visits to other schools. The Board will reimburse the teacher a pre-approved amount for mileage, meals, accommodations and registration fees upon submission of receipts.
4. Up to five (5) consecutive days shall be allowed where necessary for absence without loss of pay in case of death in teacher's immediate family or spouse's immediate family (parent, brother, sister, husband, wife, child, grandchild or grandparents).

B. Application for personal days with the provisions above shall be made to the immediate supervisor at least forty-eight (48) hours before taking such personal days (except in the case of emergencies). The teacher shall not be required to state in advance any reasons

Master's plus 30

A Master's Degree plus thirty (30) additional credits in a graduate program approved by the Superintendent of Schools and by accredited colleges and universities.

Doctorate

A doctor's degree earned at an accredited college or university.

Any teacher who intends to qualify for movement to another column of the professional salary schedule effective the following school year must notify the Superintendent of Schools in writing prior to December 1 of the preceding school year. This is for the purpose of permitting the Board to budget for changes in degree status. The Superintendent's office agrees to distribute a written reminder notice to staff prior to the December 1st deadline.

ARTICLE XVI
GRIEVANCE PROCEDURE

A. A "grievance" is defined as a dispute involving the interpretation or application of a specific section of this Agreement. The term "aggrieved member," as used in this grievance procedure, shall mean any teacher in Regional School District No. 17 Public Schools, as well as the Association in the event that the Association files a grievance.

B. To invoke the grievance procedure set forth hereafter, a written grievance must be submitted within thirty (30) school days after occurrence of the event giving rise to it. Forms appended to this contract shall be used for the written grievance.

C. 1. **Level One - Principal or Immediate Superior**

Within fifteen (15) school days of the occurrence of the event giving rise to it, a member of the bargaining unit with a grievance shall first informally discuss it with his/her immediate superior or principal, either directly or through the Association with the objective of resolving the matter. Within ten (10) school days of the informal discussion, the principal or immediate supervisor shall deliver a written response to the grievance to the aggrieved member.

2. **Level Two - Superintendent of Schools**

a. In the event that such aggrieved member of the unit is not satisfied with the disposition of his/her grievance at Level One, or in the event that no decision has been rendered within ten (10) school days after presentation of the grievance, he/she may file a written grievance either directly with the Superintendent or through the President of the Association or his/her designee. This must be done within ten (10) school days after the decision at Level One or thirty (30) school days after the occurrence of the event giving rise to the grievance, whichever is sooner.

b. Within ten (10) school days after receipt of the written grievance by the Superintendent, the Superintendent or his/her representative shall meet with the

aggrieved member of the unit and the President of the Association or his/her designee.

- c. If a member of the unit or the President of the Association does not file the written grievance to the Superintendent or his/her representative within thirty (30) school days after the member of the unit knew or should have known of the act or condition on which the grievance is based or within ten (10) days of receipt of the decision at level one (whichever is sooner), then the grievance shall be deemed waived.

3. **Level Three - Board of Education**

In the event that the aggrieved member of the unit is not satisfied with the disposition of his/her grievance at Level Two, or in the event no decision has been rendered within ten (10) school days after he/she has first met with the Superintendent, he/she may file the written grievance with the Board, indicating such dissatisfaction, either directly or through the President of the Association within five (5) school days after a decision by the Superintendent, or fifteen (15) school days after he/she has first met with the Superintendent, whichever is sooner. Within fifteen (15) school days after receiving the written grievance, the Board or a committee of the Board shall meet with the aggrieved member of the unit and the President of the Association or his/her designee for the purpose of resolving the grievance. However, the ultimate decision on the Level Three grievance shall be rendered by the Board within fifteen (15) days after the meeting. A written decision will be delivered to the party filing the grievance within five (5) school days after the Board meeting.

4. **Level Four - Impartial Arbitration**

- a. If the grievance is not settled, it may be submitted at the request of the Association only, to arbitration. The arbitrator shall be selected from a list submitted by the American Arbitration Association and the arbitration shall be conducted in accordance with their rules and regulations. The Association's request for arbitration shall be in writing and must be filed with the American Arbitration Association no later than ten (10) school days after receipt of the written answer of the Board under Level Three above.
- b. The arbitrator shall hear and decide only one (1) grievance at a time. His/her award shall be final and binding as provided by law. He/she shall be bound by and must comply with all the terms of this Agreement and shall have no power to add to, subtract from, or in any way modify the provisions of this Agreement. The cost of arbitration shall be borne equally by both parties.

D. The time limits specified herein may be extended by mutual agreement.

E. In the event a grievance is filed on or after June 1, the time limits set forth herein may be reduced by mutual agreement between the administration and the party that filed the

grievance so that the grievance procedure may be exhausted prior to the end of the school term or as soon thereafter as practicable.

- F. No reprisals of any kind shall be taken by the Board or by any member of the administration against anyone by reason of participation in the grievance procedure or support of any participant therein.

ARTICLE XVII
DURATION AND RENEWAL

- A. The parties agree that this Agreement constitutes the full and complete agreement between them.
- B. No individual teacher in the bargaining unit or representative, agent or employee of the Board may enter into any separate agreement or understanding which will be inconsistent with the terms of this Agreement. Any such separate inconsistent agreement will not be binding upon the parties hereto, unless expressly adopted in writing and mutually agreed upon between the Board and the Association.
- C. This Agreement may be altered or modified only by mutual written agreement of the parties hereto.
- D. For a three (3) year period effective July 1, 2015, this Agreement shall be binding upon the Board of Education and the Association and shall continue in full force and effect through June 30, 2018, when it shall expire.
- E. Negotiations upon proposed changes in the terms of this Agreement shall comply in accordance with Section 10-153 of the Connecticut General Statutes.

ARTICLE XVIII
PAYMENT FOR UNUSED SICK LEAVE

- A.
 - 1. For employees hired on or before June 30, 1991, fifty percent (50%) of unused sick leave accumulated at the year of retirement of a teacher or upon death shall be paid on a per diem basis as determined in the year of retirement.
 - 2. For employees hired on or after July 1, 1991, twenty-five percent (25%) of unused sick leave accumulated at the year of retirement of a teacher or upon death shall be paid on a per diem basis as determined in the year of retirement.
 - 3. Employees hired on or after July 1, 1997, shall not be eligible for payment for unused accumulated sick leave.
- B. Teachers intending to retire must notify the Superintendent of Schools in writing of their intention by January 1 of their last school year of teaching. Failure to notify the Superintendent by the aforementioned date shall move the payment for unused sick leave as specified in Section D below.

- C. Upon death of a teacher, payment will be made to the beneficiary as indicated on the regular life insurance policy. Such payment will be made in the first month of the next fiscal year following the death.
- D. 1. The Board shall implement and maintain a pre-tax Special Pay Retirement Plan in accordance with state and federal law from which the employee may use this severance benefit to pay for health insurance benefits after retirement. Such Plan shall consist of a post retirement medical expense trust account and an IRC 403(b) in which the severance benefits shall be distributed as determined by the Board.

2. For an employee who retires during or at the close of a given school year and who notifies the Superintendent before January 1 of that school year of the employee's intention to retire, fifty percent (50%) of the employee's unused sick leave benefit as determined in Section A of this Article shall be paid on or before July 31st of the school year immediately after their last school year of teaching to a post retirement medical expense account or to an IRC 403(b) account as determined by the Board based on uniformly applied non-arbitrary standards. The remaining fifty percent (50%) of the employee's unused sick leave benefit shall be paid on or before January 31st of the school year immediately after their last school year of teaching to a post retirement medical expense account or to an IRC 403(b) account as previously determined by the Board based on uniformly applied non-arbitrary standards.

For an employee who retires during or at the close of a given school year and who notifies the Superintendent on or after January 1 of that school year of the employee's intention to retire, fifty percent (50%) of the employee's unused sick leave benefit as determined in Section A of this Article shall be paid on or before July 31st of the calendar year that is one year and seven months after January 1 of the last school year of teaching to a post retirement medical expense account or to an IRC 403(b) account as determined by the Board based on uniformly applied non-arbitrary standards. The remaining fifty percent (50%) of the employee's unused sick leave benefit shall be paid on or before January 31st of the calendar year that is two years and one month after January 1 of the last school year of teaching to a post retirement medical expense account or to an IRC 403(b) account as previously determined by the Board based on uniformly applied non-arbitrary standards.

ARTICLE XIX **RETIRED TEACHER BENEFITS**

- A. Retiring members of the teaching profession may have the option of participating in the medical plans offered through the Regional District No. 17 to current teachers, if the retiring member is not participating in Medicare Part A and B, with the retired teacher paying his/her own way directly to the Regional School District No. 17 Board of Education.
- B. A teacher who is retired from Regional School District No. 17 and did not choose to continue medical insurance in effect or a retired teacher who chose such insurance but subsequently allowed it to lapse, may not resume insurance coverage through the District's Plan if the teacher is eligible for Medicare.

ARTICLE XX
EXTRA-CURRICULAR ACTIVITIES

- A. Those teachers sponsoring extra-curricular activities will be compensated, according to the rate indicated, at the conclusion of the activity or at the end of the season or year. There is no obligation on the part of the Board to appoint sponsors merely because the activity is listed and a rate set.
- B. All extra-curricular paid activity assignments will be made annually by the Superintendent in consultation with the principal. Such assignments will be made wherever possible by June 1 the year preceding the activity. The principal and his agent will evaluate the performance of the sponsors each year and a report will be made prior to the time the annual assignment is to be made again. It is agreed that all such assignments are for a period of one (1) year.
- C. Initial placement on the schedule will be on Step #1, save where an exception is agreed upon by the HKEA and the Superintendent in consultation with the principal. Extra-curricular activity sponsorships will be assigned to qualified people. If there are several people who are equally qualified for a particular assignment, the candidate higher on the following priority scale will be given the assignment:

Priority Scale

- 1. Teacher in Haddam-Killingworth Middle and High Schools
- 2. Teacher in the towns of Haddam and Killingworth
- 3. Resident of the towns of Haddam or Killingworth
- 4. Resident of Connecticut

It is agreed in principle that extra-curricular activities for which compensation is provided should be shared by as many faculty members as possible. Qualifications, however, will be the most important factor in making assignments. A person who has already served in one compensated activity may be named to a second if he/she is the best qualified for the second activity.

Categories:

- 1. Category A – High School Winter Varsity Sports and Football
- 2. Category B – High School Fall and Spring Varsity Sports
- 3. Category C – Middle School Sports
- 4. Category D – High School Clubs (per quarter)
- 5. Category E – Middle or Elementary Clubs (per trimester)
- 6. Category F – Individual Exceptions

D. EXTRA-CURRICULAR STIPEND SCHEDULES

The salary schedule for all extra-curricular paid activity assignments shall increase by 2.0% each of 2015-16, 2016-17 and 2017-18.

When there is an assistant, junior varsity, or freshman coach for an athletic category, said assistant, junior varsity, or freshman coach shall receive a stipend equal to 70% of the athletic category, based upon the experience of assistant, junior varsity or freshman coach.

E. Steps for Category A, B & C only:

1. Experience Steps for Coaches:
 - a. 1- Zero (0) previous years' experience as a school coach in that sport
 - b. 2- One (1) previous years' experience as a school coach in that sport
 - c. 3- Two (2) or more years' experience as a school coach in that sport
2. Any new hire that is placed on a step other than those designated above requires the approval of the Superintendent and the Association.

F. Work Requirements

1. Category D: High School Clubs (Stipend/Quarter)- Clubs will meet on average once per week and serve a minimum of 10 students
2. Category E: Middle School / Elementary Clubs (Stipend/Trimester)- Clubs will meet on average 10 times/trimester and serve a minimum of 10 students
3. Category F: High School or Middle School clubs that have an exceptional commitment or workload level. (i.e.-Year Book, Class Advisors, Student Council). No new clubs or activities can be added to this category without the approval of the Superintendent and the Association.

Should the number of assistant coaches change from the 2014/2015 school year the Board and Association will bargain the impact, if any, of the increase in workload under 10-153f(e) of the Teachers Negotiations Act.

- G. Supervision of student activities that fall outside the parameters of a club or sport, as described above, will be compensated at an hourly rate. The number of hours will reflect contact time with students and appropriate preparation and follow up time as approved by the building administrator.
- H. The salary for teachers participating in voluntary student activities, pre-approved by administration, shall be \$20.00 per hour in 2015-2016, \$20.40 per hour in 2016-17, and \$20.81 per hour in 2017-18.
- I. High School Baseball, High School Softball, and High School Girls Swimming coaches employed in the 2014-15 school year shall be compensated in Category A as follows: 2% each year of the contract. Any High School Baseball, High School Softball, and High School Girls Swimming coaches hired after June 30, 2015 shall be paid in accordance with Category B below.

2015-16

Category	1	2	3
A	\$5,300	\$5,800	\$6,000
B	\$4,700	\$5,200	\$5,500
C	\$3,000	\$3,200	\$3,450
D	\$700		
E	\$500		
F	<p>HS – Musical Director - \$5,000 HS – Drama Director - \$5,000 HS – Musical Music Director \$4,000 HS – Musical Choreographer \$3,500 HS – Musical Pit Director \$2,000 HS – Yearbook - \$4,500 HS – High School Bowl \$4,000 HS – Math League \$4,000 HS – Student Council \$4,000 HS – Robotics \$3,500 HS – Class Advisors (Senior & Junior) \$3,300 HS – Class Advisors (Sophomore & Freshman) \$2,800</p> <p>MS – Musical Director 5/6 \$4,000 MS – Musical Music Coordinator 5/6 \$3,500 MS – Musical Director 7/8 \$4,000 MS – Musical Coordinator 7/8 \$3,500 MS – Student Council \$3,000 MS – Yearbook \$3,000 MS – Math Counts \$2,500 MS – Robotics \$2,500</p>		

2016-17

Category	1	2	3
A	\$5,406	\$5,916	\$6,120
B	\$4,794	\$5,304	\$5,610
C	\$3,060	\$3,264	\$3,519
D	\$714		
E	\$510		
F	<p align="center"> HS – Musical Director - \$5,100 HS – Drama Director - \$5,100 HS – Musical Music Director \$4,080 HS – Musical Choreographer \$3,570 HS – Musical Pit Director \$2,040 HS – Yearbook - \$4,590 HS – High School Bowl \$4,080 HS – Math League \$4,080 HS – Student Council \$4,080 HS – Robotics \$3,570 HS – Class Advisors (Senior & Junior) \$3,366 HS – Class Advisors (Sophomore & Freshman) \$2,856 MS – Musical Director 5/6 \$4,080 MS – Musical Music Coordinator 5/6 \$3,570 MS – Musical Director 7/8 \$4,080 MS – Musical Coordinator 7/8 \$3,570 MS – Student Council \$3,060 MS – Yearbook \$3,060 MS – Math Counts \$2,550 MS – Robotics \$2,550 </p>		

2017-18

Category	1	2	3
A	\$5,514	\$6,034	\$6,242
B	\$4,890	\$5,410	\$5,722
C	\$3,121	\$3,329	\$3,589
D	\$728		
E	\$520		
F	<p align="center"> HS – Musical Director - \$5,202 HS – Drama Director - \$5,202 HS – Musical Music Director \$4,162 HS – Musical Choreographer \$3,641 HS – Musical Pit Director \$2,081 HS – Yearbook - \$4,682 HS – High School Bowl \$4,162 HS – Math League \$4,162 HS – Student Council \$4,162 HS – Robotics \$3,641 HS – Class Advisors (Senior & Junior) \$3,433 HS – Class Advisors (Sophomore & Freshman) \$2,913 MS – Musical Director 5/6 \$4,162 MS – Musical Music Coordinator 5/6 \$3,641 MS – Musical Director 7/8 \$4,162 MS – Musical Coordinator 7/8 \$3,641 MS – Student Council \$3,121 MS – Yearbook \$3,121 MS – Math Counts \$2,601 MS – Robotics \$2,601 </p>		

ARTICLE XXI
TEACHER PREPARATION PERIOD

- A. Except in cases of emergency, unavailability of substitutes or other circumstances which are not reasonably foreseeable, full-time high school and middle school classroom teachers shall have the equivalent of five (5) preparation periods per five (5) day school week. For as long as the “Modified Block” schedule is in effect at the High School, full-time High school teachers shall have the equivalent of four teacher directed preparation periods in a five day school week. Preparation periods shall be used exclusively for development of class presentation, curriculum development and/or related academic activities involving the teacher’s assigned duties and responsibilities.
- B. The Board agrees to make every effort to obtain substitutes for absent teachers including specialists at all grades levels

- C. All full-time certified employees on the K-4 level shall have a minimum of one hundred eighty (180) minutes per week, during a normal five (5) day work period (Monday through Friday). The preparation period shall be defined as non-teaching time to be used for development of class presentations, and/or related academic activities, and not fewer than four of the five preparation periods shall be for the purpose of teacher-directed planning. Preparation periods shall be in blocks of time consisting of no less than thirty (30) consecutive minutes per block.

ARTICLE XXII
SALARY PAYMENTS

- A. Paychecks shall be issued every two (2) weeks commencing with the first Thursday of the teacher employment year except where a payday falls during a vacation period when school is not in session, in which case checks will be issued prior to the commencement of the vacation except when an act of God or other circumstances beyond the control of the Board make it impossible to do so.
- B. All teachers shall have their salaries deposited electronically.
- C. IRS 457 Plan

The Board will offer employees the ability to participate in the State of Connecticut 457 Plan with employees making voluntary contributions to such plan consistent with legal requirements, provided there shall be no cost to the Board of Education in the set-up, administration, and/or any other component or requirement related to the plan.

ARTICLE XXIII
HIGH SCHOOL TEACHING DAY

- A. For as long as the Board of Education maintains a block schedule with four (4) periods for students each school day at the high school, teachers shall teach three (3) periods in each semester
- B. For as long as the Board of Education maintains a block schedule with four (4) periods for students each school day at the high school, the Board shall pay all high school teachers for instructional time, if any, the excess of the maximum amount of instructional time, (i.e. 958 minutes), that any high school teacher was required to teach during the 1996-1997 school year, at the high school teacher's per diem salary, payable in two (2) installments, one (1) at the end of each semester.
- C. The parties recognize the Board's unilateral right to alter the scheduling of the student day.
- D. If the Board exercises its rights under (C) above, the parties will bargain over any impact for which impact bargaining is required under C.G.S. §10-153f.

- E. If a teacher schedule similar to that in effect during the 1996-1997 school year is instituted, high school classroom teachers shall, under normal circumstances, be assigned five (5) teaching periods, one period for teacher preparation, and one duty period per day.
- F. Except in cases of emergency, unavailability of substitutes or other circumstances which are not reasonably foreseeable, full-time high school classroom teachers shall be assigned one preparation period per day.
- G. For as long as the high school schedule in effect for the 1999-2000 school year remains in effect, those high school teachers who teach three (3) periods in a semester shall be relieved of non-teaching duties during that semester, with the exception of bus duty, homeroom and supervision of students during the student activity period.

ARTICLE XXIV
REDUCTION IN STAFF AMONG TENURED CERTIFIED EMPLOYEES

General

- A. It is recognized and agreed that the Board of Education has the sole responsibility to maintain good public schools for the children of the school district and to implement the educational interests of the state. It is further recognized and agreed that the Board of Education has the sole authority to establish the school district's educational program and its curriculum and, from time to time, to reduce the number of certified staff and to eliminate or reduce courses or programs. This Article deals with the method in which staff reductions determined by the Board of Education to be necessary will be implemented and how staff members to be affected by a reduction in staff will be identified.
- B. When it becomes necessary to reduce the number of certified professional employees employed by the Board, the Board, upon the recommendation of the Superintendent, shall determine the number of professional staff positions to be eliminated. The Board shall then, upon the recommendation of the Superintendent, determine and identify the area(s), program(s) or department(s) in which the staff reductions shall be implemented. Such area(s), program(s) or department(s) shall correspond with one or more of the staff pools identified in Section C, below. Identification of staff member(s) to be affected by the reduction shall be made according to the following procedure:
 - 1. Retirements and resignations among the teaching staff will first be reviewed to determine if the staff is, by normal attrition, reduced by sufficient number to avoid further release of tenured teachers;
 - 2. If additional reduction is necessary, then non-tenured teachers employed by the Board will be terminated or non-renewed prior to the release of any tenured teachers as follows:
 - a. tenured teachers employed by the Board who occupy positions which are determined and identified as positions in which staff reductions are to be

implemented shall be permitted to displace any non-tenured teacher in the employ of the Board provided that the tenured staff member involved is certified and qualified to perform the teaching assignment of the affected non-tenured teacher. If such a position exists then the tenured teacher will not be terminated and instead the non-tenured teacher will be displaced by the certified and qualified tenured teacher and the non-tenured teacher shall be either non-renewed or terminated pursuant to this provision:

- b. for the purposes of this Article, a teacher shall be considered to have "tenure" if such teacher is a tenured teacher as defined under subsection 10-151 of the Connecticut General Statutes, as amended.

C. In the event that additional staff reductions are necessary and such reductions require the termination of tenured teachers employed by the Board, the following procedure shall apply. The remaining provisions of this Article shall apply only to teachers in the Board's employ who have attained tenure:

- 1. All tenured teachers employed in the area(s), program(s) or department(s) in which the position(s) are to be eliminated shall be placed in and comprise a "staff pool(s)" from which further terminations shall stem. The staff pool into which the tenured teachers will be placed in each staff reduction proceeding is as follows:

- a. elementary school classroom teachers (K-6) pool;
- b. secondary school teachers (7-12) shall be pooled by the following departments:
 - 1) mathematics department pool
 - 2) science department pool
 - 3) social studies department pool
 - 4) English department pool
 - 5) business department pool
 - 6) home economics department pool
 - 7) industrial arts department pool
 - 8) reading department pool
- c. K-6 literacy and math coaches and literacy and math intervention teachers shall be placed in the pool consistent with the most recent prior classroom assignment.
- d. Literacy and math coaches and literacy and math intervention teachers hired after June 30, 2015 shall be placed in a separate pool from those outlined in this Article.
- e. notwithstanding the above, teachers in the following areas will be pooled on a system wide (K-12) basis as follows:
 - 1) music pool
 - 2) art pool

- 3) physical education and health pool
- 4) speech and hearing pool
- 5) special education pool
- 6) guidance pool
- 7) school psychologist pool
- 8) library pool
- 9) social worker pool
- 10) world languages pool

- f. teachers who have assignments which overlap between the above-listed pools will be placed in the pool in which the largest portion of their current teaching assignment occurs.
2. There shall be established a review committee whose membership shall consist of the Superintendent and two (2) administrators chosen by him. Where possible, the two (2) administrators shall not have any teachers under their supervision who are in the above-described "staff pool." Two (2) members of the Haddam-Killingworth Education Association shall be appointed by the President of the Association as observers in the review committee procedure. The review committee shall assign a point total to each tenured teacher in each pool under consideration for termination as follows:
 - a. one (1) point for each year of continuous unbroken contractual experience as a certified professional employee of the Regional District No. 17 Board of Education, including continuous unbroken service with its predecessors prior to regionalization, the Haddam and Killingworth Boards of Education;
 - b. one (1) point for each degree earned or its equivalent on the salary schedule;
 - c. one (1) point for each State Department of Education certification held as reflected by the certification material in each teacher's personnel file;
 - d. one-half (1/2) point for each year of teaching experience outside of Region No. 17, but not to exceed three (3) points;
 - e. one (1) to ten (10) points based on review of the teacher's classroom performance as indicated by written evaluation reports.
 3. The identification of tenured teacher(s) within the pool to be terminated because of the reduction in staff shall be determined in accordance with the total number of points assigned. The teacher in the pool with the fewest points shall be terminated first and the teacher with the highest number of points shall be terminated last. If the point totals of two (2) or more teachers in a pool are equal, then the teacher with the lowest number of points from the review of the teacher's classroom performance shall be terminated first.

4. Tenured teachers selected for staff reduction shall be notified in writing by the Board or its Superintendent that the Board has voted to consider termination of the teacher's contract of employment. This notification, and any proceeding with regard to contract termination, will be in accordance with the provisions set forth in subsection 10-151 of the Connecticut General Statutes, as amended, and shall not be subject to the grievance and arbitration provisions set forth elsewhere in this Agreement.
5. If the contract of employment of a tenured teacher is terminated because of elimination of position, the name of that teacher shall be placed on a "re-appointment list" and remain on said list for a period of two (2) years. If a position becomes open during such period, and the teacher on the re-appointment list is certified and qualified to hold that position, then the teacher will be notified in writing by registered mail, sent to his last mailing address at least thirty (30) days prior to the anticipated date of reappointment, where possible. Teachers shall be recalled in inverse order of layoff to positions for which they are certified and qualified. The teacher must accept or reject an appointment in writing within ten (10) calendar days from the date of receipt or of attempt to deliver the recall letter. If the teacher rejects the appointment offer or does not respond according to the above procedure within ten (10) calendar days, the name of the teacher will be removed from the recall list and he shall forfeit all such recall rights.
6. A tenured teacher who has been laid off due to a reduction in staff may continue to participate in any group insurance program, provided he pays the full costs for the premium for such coverage and that the provisions of the appropriate group policy permit such continuation. No compensation or other benefits shall be available to a laid-off teacher, provided, however, that a laid-off teacher who is recalled shall be granted any sick leave entitlement he had accrued up to the point of layoff and for which he was not compensated.
7. In the event of recall, the teacher shall be placed on the salary schedule at the level he had attained at the time of termination.
8. Nothing herein shall be construed or interpreted to require the promotion of a teacher to a position of higher rank, authority or compensation. Any teacher not recalled prior to the expiration of recall rights set forth above shall have no remaining rights under this provision.
9. If a reduction in force occurs at the administrative level, that tenured "teacher" shall have equal bumping rights given to other tenured teachers and no criteria for determining layoff may be applied to a displaced administrator that disadvantages him solely because of his service as an administrator. Displaced members of the administration shall have bumping rights as prescribed by law.

ARTICLE XXV
PERSONNEL FILES

- A. Teachers shall have the right, upon request, to review all materials in their personnel files originating after the date of original employment. A teacher who disagrees with the contents of documents in his personnel file may submit a written rebuttal regarding the document in question and the same shall be attached to the file copy of the material in question. Any transmittal outside the system of materials from a teacher's personnel file shall include any written rebuttal attached to the material. If the teacher is asked to sign material placed in his file, such signature shall be understood to indicate his awareness of the materials, but in no instance shall said signature be interpreted to mean agreement with the content of the material.

ARTICLE XXVI
DUTY FREE LUNCH PERIOD

- A. All teachers shall have a daily uninterrupted duty free lunch period of no less than twenty-five minutes.

ARTICLE XXVII
DUES DEDUCTION AND SERVICE FEE DEDUCTION

A. **Conditions of Continued Employment**

All teachers employed by the Regional School District No. 17 Board of Education shall, as a condition of continued employment, join the Association or pay to the Association a service fee. Said service fee shall not exceed the amount of the membership dues of the Haddam-Killingworth Education Association, the Connecticut Education Association and the National Education Association, and shall be subject to the rebate procedure set forth herein.

B. **Members**

All teachers who elect to join the Association shall sign and deliver to the Association, if they have not already done so, an authorization for the payroll deduction of membership dues of the Education Association for the CEA and NEA. A teacher must give notice of intent to resign from the Association to the Board of Education prior to July 31st in any year.

C. **Nonmembers**

For those teachers who have not joined the Association and delivered said authorization card by October 1 of the first year of this contract, the Board of Education agrees to deduct the annual service fee from their salaries through payroll deduction. The amount of said service fee shall be certified by the Association to the Board prior to the start of school each year.

D. **Subsequent Employment**

Those teachers commencing employment after the date of execution of this contract shall, within thirty (30) days of such commencement, sign and deliver to the Board of Education an authorization card as described in Section B of this Article or fall under the provisions of Section C of this Article after such thirty (30) days, in which case they shall be subject to the service fee requirement starting with the first full month of employment after hire.

E. **Resignations, Retirements, Leaves**

If during the school year a teacher resigns, retires, receives a leave or has his employment terminated, the balance of the dues or service fee owed up to the final date of employment shall be deducted from his final paycheck.

F. **Forwarding of Monies**

The Board agrees to forward to the Haddam-Killingworth Education Association each month all monies deducted during that month for local dues and local service fee deduction. The Board further agrees to send each month all monies deducted during that month for CEA and NEA dues and CEA/NEA service fee deduction to the Connecticut Education Association.

G. **Lists**

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

H. **Hold Harmless**

The Association will indemnify, defend and hold harmless the Board, its members and all Board employees and agents from any and all claims, suits, demands and liability of any kind from any person by virtue of any and all action taken pursuant to this Article, including but not limited to attorneys' fees.

ARTICLE XXVIII
SALARIES FOR STAFF LEADERSHIP POSITIONS

Salaries for all staff leadership positions for each year of this Agreement shall increase 2.0% each of 2015-16, 2016-17 and 2017-18.

- A. Elementary Lead Teachers shall receive a stipend of \$4,081 for 2015-16, \$4,163 for 2016-17, and \$4,246 for 2017-18. They shall work an additional two (2) days beyond the normal teachers' work year. They shall be relieved of normal non-academic duty assignments and may apply to the building principal for additional relief time during the school day to

complete the tasks of this position. The building principal shall have sole discretion for the approval of such requests.

- B. Middle School Team Leaders shall receive a stipend of \$5,342 for 2015-16, \$5,449 for 2016-17, and \$5,558 for 2017-18. They shall work an additional two (2) days beyond the normal teachers' work year. They shall be relieved of normal non-academic duty assignments including the duty period.
- C. High School Department Heads shall receive a stipend of \$5,342 for 2015-16, \$5,449 for 2016-17, and \$5,558 for 2017-18. They shall work an additional two (2) days beyond the normal teachers' work year. They shall be relieved of normal non-academic duty assignments including the duty period.
- D. TEAM Mentor Teachers shall receive a stipend of \$536 for 2015-16, \$546 for 2016-17, and \$557 for 2017-18. If the state department of education does not fulfill its commitment to TEAM, the Board and Association will meet to consider any such impact on the stipend amount.
- E. The Middle School Activities coordinator shall receive a stipend of \$5,342 for 2015-16, \$5,449 for 2016-17, and \$5,558 for 2017-18. He/she shall be relieved of normal and non-academic duty assignments including the duty period.

ARTICLE XXIX
SUMMER EDUCATION

The salary for teachers participating in any voluntary Summer Education Program shall be \$33.12 per hour in 2015-16, \$33.78 per hour in 2016-17 and \$34.46 per hour in 2017-18.

ARTICLE XXX
MIDDLE SCHOOL TEACHING DAY

- A. For as long as the Board of Education maintains the eight period/eight day cycle schedule in effect during 2007/2008 at the middle school, teachers shall have contact time with students for no more than six periods per day. Contact time shall be either instructional time or non-instructional time.
- B. Instructional time shall be that contact time when the teacher or teachers lead, direct, or control student learning. Instructional time shall consist of but not be limited to the following: leading class discussions, supervising group work, administering assessments, supervising electronic learning, lecturing, and organizing classroom resources/materials with the students.
- C. Non-instructional time shall be that contact time when the teacher or teachers are supervising the students. Non-instructional time shall consist of but not be limited to the following: sustained silent reading, study hall, recess, reward activities, assemblies, extended breaks between classes and student team meetings.

- D. The portion of a teacher's contact time allotted to non-instructional time shall be the decision of that teacher and his/her team. An academic teacher shall devote a minimum of five sixths (5/6) of their contact time to instructional time. A nonacademic teacher shall devote all (6/6) of their contact time to instructional time.
- E. For as long as the Board of Education maintains the eight period/eight day cycle schedule in effect during 2007/2008 at the middle school, teachers shall have one teacher preparation period per day and one assigned period per day. The assigned period for middle school teachers shall be their required attendance at team meetings or lunch duty.

ARTICLE XXXI
SICK LEAVE BANK

- A. Purpose – To provide members with additional leave when such members have exhausted sick leave due to their personal catastrophic illness or injury or combination thereof, and have provided competent medical certification of said catastrophic illness or injury or combination thereof.
- B. Process for activating the sick leave bank – A member fitting the criteria set forth above may request that the Superintendent/Association activate the sick leave bank.
- C. The bank shall be administered by the Superintendent or his/her designee and an Association representative.
- D. Upon receipt of a request from a member to activate the sick leave bank, the Superintendent and the designated Association representative shall use the following criteria to determine the eligibility of a member to receive donations and to determine the number of days to be donated:
 - 1. A teacher must have a catastrophic illness or injury or combination thereof and must provide timely and competent medical certification of the catastrophic illness or injury or combination thereof.
 - 2. A teacher must have exhausted all accumulated sick leave.
 - 3. A teacher shall not be entitled to any other paid leave, remuneration from disability payments, workers' compensation, and/or other such benefits.
- E. If the Superintendent and the Association representative have agreed to activate the sick leave bank, donations will be accepted by the Board on a first come, first serve basis until the number of days donated to the eligible member totals sixty (60) days. Teachers who donate paid days to the eligible member shall have the days deducted from their total accumulated sick leave. Once donated, the days shall no longer be available to the teacher who donated them. Donations shall be voluntary. Once donated, the donated days do not

revert to the donating teacher. Teachers may not donate if such donation reduces his/her available sick days to fewer than 15 days.

- F. Once donations have been accepted in compliance with Section C above, the Superintendent and the Association representative may issue a grant of days from the Sick Leave Bank of no more than sixty (60) days to any individual teacher. In the event of disagreement between the Superintendent and the Association representative regarding eligibility or the number of days to be granted, there shall be no grant of sick leave days from the bank.
- G. The aggregate number of days that may be donated in any school year shall be a maximum of one hundred eighty (180) days.
- H. The decisions of the Superintendent and the Association representative shall be final and binding and not be subject to the grievance procedure or arbitration.
- I. The Superintendent shall notify the Board if the sick leave bank has been activated, including information regarding the number of days that has been allocated from the bank.

ARTICLE XXXII **TUITION REIMBURSEMENT**

- A. The Board shall budget \$20,000 per year for the purpose of reimbursing teachers toward the cost of tuition for course work.
- B. Teachers shall be eligible for reimbursement in the amount of up to \$1,000.00 per course. However, if requests for reimbursement exceed the annual budget, the amount distributed shall be divided equally among all teachers who have requested reimbursement.
- C. Each course must be approved in advance by the Superintendent to be eligible for reimbursement.
- D. Reimbursement for courses taken in a given fiscal year shall be paid to teachers by June 30 of that same fiscal year.
- E. Receipt of course reimbursement shall occur after course completion and requires attainment of a grade of B-minus or better.

ARTICLE XXXIII **LONGEVITY**

All teachers hired prior to July 1, 2015 will be paid a longevity stipend according to the following schedule:

1. As of September 1, 2011: all teachers on step K of the salary schedule and who have 10-14 total completed years of experience in R-17 including its predecessor districts - \$700.
2. As of September 1, 2011: all teachers on step K of the salary schedule and who have 15-19 total completed years of experience in R-17 including its predecessor districts - \$875.
3. As of September 1, 2011: all teacher of step K of the salary schedule and who have 20 or more total completed years of experience in R-17 including its predecessor districts - \$1,000.

Part time teachers will receive pro-rated amounts. Longevity payments shall be included in regular paychecks.

**Board of Education of
Regional School District No. 17**

By: *Susan A. Schwachman*
Chairman

By: *Berley Valenti*
Secretary

Date: *2-6-15*

**Haddam-Killingworth
Education Association**

By: *Robin Duffield*
President

By: *Wendy C Adams*
Representative

Date: *2/5/15*

APPENDIX A-1

PROFESSIONAL SALARY SCHEDULE 2015-16

Bachelor Degree			BA + 30, MA, MA + 30 Degree			
Step	Completed Yrs. of Exp. on 9/1/15	Bachelor	Completed Yrs. of Exp. on 9/1/15	Bachelor + 30	Master's	Master's + 30
A	0-1	\$46,906	0-1	\$47,809	\$48,270	\$50,839
B	2-5	\$48,909	2-5	\$50,231	\$50,744	\$53,454
C	6-7	\$51,146	6-7	\$52,936	\$53,506	\$56,380
D	8	\$54,116	8	\$56,071	\$56,703	\$59,750
E	9-11	\$56,434	9-10	\$59,299	\$59,998	\$63,230
F	12-13	\$59,153	11	\$62,630	\$63,401	\$66,827
G	14	\$62,159	12-13	\$66,305	\$67,155	\$70,835
H	15-16	\$64,898	14	\$69,915	\$70,777	\$74,910
I	17	\$68,149	15-16	\$73,990	\$74,980	\$79,387
J	18-19	\$71,705	17	\$78,346	\$79,415	\$83,956
K	20+	\$74,380	18+	\$83,155	\$84,224	\$89,026

LEVEL SEQUENCE

2014-2015	2015-2016
A	A
B	B
C	C
D	D
E	E
F	F
G	G
H	H
I	I
J	J
K	K

Notes:

- Individuals who receive a Ph.D. from an accredited college or university shall receive an additional one thousand dollars (\$1,000) annual salary stipend.
- See Article XII, Section H., for information about returning from a leave.

APPENDIX A-2

PROFESSIONAL SALARY SCHEDULE 2016-2017

Bachelor Degree			BA + 30, MA, MA + 30 Degree			
Step	Completed Yrs. of Exp. on 9/1/ 16	Bachelor	Completed Yrs. of Exp. on 9/1/ 16	Bachelor + 30	Master's	Master's + 30
A	0-2	\$48,079	0-2	\$49,004	\$49,477	\$52,110
B	3-6	\$50,132	3-6	\$51,487	\$52,012	\$54,790
C	7-8	\$52,425	7-8	\$54,260	\$54,844	\$57,790
D	9	\$55,469	9	\$57,472	\$58,121	\$61,244
E	10-12	\$57,845	10-11	\$60,782	\$61,498	\$64,811
F	13-14	\$60,632	12	\$64,195	\$64,986	\$68,498
G	15	\$63,713	13-14	\$67,963	\$68,834	\$72,606
H	16-17	\$66,520	15	\$71,663	\$72,547	\$76,783
I	18	\$69,853	16-17	\$75,839	\$76,854	\$81,372
J	19-20	\$73,498	18	\$80,305	\$81,400	\$86,055
K	21+	\$76,240	19+	\$85,234	\$86,330	\$91,252

LEVEL SEQUENCE

<u>2015-2016</u>	<u>2016-2017</u>
A	A
B	B
C	C
D	D
E	E
F	F
G	G
H	H
I	I
J	J
K	K

Notes:

1. Individuals who receive a Ph.D. from an accredited college or university shall receive an additional one thousand dollars (\$1,000) annual salary stipend.
2. See Article XII, Section H., for information about returning from a leave.

APPENDIX A-3

PROFESSIONAL SALARY SCHEDULE 2017-2018

Bachelor Degree			BA + 30, MA, MA + 30 Degree			
Step	Completed Yrs. of Exp. on 9/1/17	Bachelor	Completed Yrs. of Exp. on 9/1/17	Bachelor + 30	Master's	Master's + 30
A	0	\$48,079	0	\$49,004	\$49,477	\$52,110
B	1-3	\$50,132	1-3	\$51,487	\$52,012	\$54,790
C	4-7	\$52,425	4-7	\$54,260	\$54,844	\$57,790
D	7-9	\$55,469	8-9	\$57,472	\$58,121	\$61,244
E	10	\$57,845	10	\$60,782	\$61,498	\$64,811
F	11-13	\$60,632	11-12	\$64,195	\$64,986	\$68,498
G	14-15	\$63,713	13	\$67,963	\$68,834	\$72,606
H	16	\$66,520	14-15	\$71,663	\$72,547	\$76,783
I	17-18	\$69,853	16	\$75,839	\$76,854	\$81,372
J	19	\$73,498	17-18	\$80,305	\$81,400	\$86,055
K	20+	\$76,240	19+	\$85,234	\$86,330	\$91,252

LEVEL SEQUENCE

<u>2016-2017</u>	<u>2017-2018</u>
A	B
B	C
C	D
D	E
E	F
F	G
G	H
H	I
I	J
J	K
K	K

Notes:

1. Individuals who receive a Ph.D. from an accredited college or university shall receive an additional one thousand dollars (\$1,000) annual salary stipend.
2. See Article XII, Section H., for information about returning from a leave.

APPENDIX B
INSURANCE

- A. Life insurance coverage will be fifty thousand dollars (\$50,000) (AD & D).
- B. Teachers and their eligible dependents with an FTE of .80 or better, and part time teachers hired before June 30, 2015, may have the choice of enrolling in either one of the following two plans:
 - 1. Point of Service Plan – CIGNA Open Access Plus – Includes Medical, & Vision (or its successor)
 - a. Office visit co-pay
2015-18: \$25
 - b. Hospital Inpatient co-pay
2015-18: \$200
 - c. \$200/400/\$500 out-of-network deductibles
 - d. \$1,000/\$2,000/\$2,500 cost share maximums for out-of-network
 - e. \$1,000,000 lifetime limit on out-of-network benefits
 - f. Unlimited lifetime maximum for in-network benefits
 - g. Prescription Drug – Public Sector Three-Tier Formulary Prescription Drug Rider. Such rider shall have an unlimited annual maximum. The retail co-payments shall be:
2015-18: \$10 for generic, \$25 for preferred brand, and \$40 for non-preferred brand drugs. The mail order co-payment shall be two (2) x (times) the retail co-payment.
 - h. \$75 Emergency Room co-pay
 - i. Outpatient Surgery co-pay
2015-18: \$100

An accurate “Summary Plan of Benefits” shall be issued to the teachers prior to implementation. The HKEA shall receive a copy prior to issuance, for review.

- 2. Health Maintenance Organization Plan - CIGNA Open Access In Network – Includes Medical, & Vision (or its successor)
 - a. \$15 Office co-pay
 - b. Hospital Inpatient co-pay
2015-18: \$200
 - c. No out-of-network coverage
 - d. Unlimited lifetime maximum for in-network benefits

- e. Prescription Drug – Public Sector Three-Tier Formulary Prescription Drug Rider. Such rider shall have an unlimited annual maximum. The retail co-payments shall be \$5 for generic, \$20 for preferred brand, and \$35 for non-preferred brand drugs. The mail order co-payment shall be one (1) x (times) the retail co-payment.
- f. \$75 Emergency Room co-pay
- g. Outpatient Surgery co-pay
2015-18: \$100

3. Dental Coverage – CIGNA Dental PPO (or its successor)

- C. Teachers will have a choice on a yearly basis in which plan he/she wishes to enroll. The teacher will have a choice of only one plan. Once the decision on the plan is made, the decision is irrevocable for one full year. The plan year will be from July 1 to June 30 the following year.
- D. The Board of Education will pay eighty-two percent (82%) in 2015-16, eighty-one percent (81%) in 2016-17, and eighty percent (80%) in 2017-18 of the premiums for the Point of Service Plan listed above for individual, two-person, or family coverage. The Board will pay eighty-four percent (84%) in 2015-16, eighty-two percent (82%) in 2016-17, and eighty percent (80%) in 2017-18 of the premiums for the Health Maintenance Organization Plan for individual, two-person, or family coverage. The teacher, through payroll deduction, shall pay eighteen percent (18%) in 2015-16, nineteen percent (19%) in 2016-17, and twenty percent (20%) in 2017-18 for the Point of Service Plan listed above, and sixteen percent (16%) in 2015-16, eighteen percent (18%) in 2016-17, and twenty percent (20%) in 2017-18 of the premiums for the Health Maintenance Organization Plan described above for individual, two-person, or family coverage.
- E. The indicated insurance carriers can be changed after separate written approval by the Board of Education and notification to the Haddam-Killingworth Education Association provided that the replacement carrier(s) provide(s) coverage equal to or better on an overall basis. The Board shall provide at least thirty (30) days advance notification to the Haddam-Killingworth Education Association of change of carrier(s). If the Haddam-Killingworth Education Association disagrees that the replacement carrier(s) provide(s) coverage comparable to or better than the existing coverage in benefits and function, such disagreement must be made the subject of a grievance filed directly with the Superintendent at level II of the grievance procedure under Article XVI of this agreement within forty (40) days of the above advance notification. Any disagreement as to whether the replacement carrier(s) provide(s) coverage comparable to or better than the existing coverage in benefits and function may be appealed to arbitration under the provisions of such article. If a grievance is filed, the change will not be implemented until the grievance has been resolved or arbitrated.

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 2018.

If the total cost of any of the Board of Education's group health plans offered under this agreement triggers an excise tax under Internal Revenue Code Section 49801, otherwise known as the Affordable Care Act, or any local, state or federal statute or regulation, the parties agree to open

negotiations over the health insurance plan design, premium cost share and the introduction of an additional optional health insurance plan and/or of the excise tax.

APPENDIX C

Regional School District No. 17

GRIEVANCE

Aggrieved
Person _____ Date _____

Home Address _____

School _____ Principal _____

Name of Association Representative _____

Statement of Grievance:

Action Requested:

(signature of aggrieved)

Regional School District No. 17

RESPONSE BY PRINCIPAL/IMMEDIATE SUPERVISOR

Aggrieved Person _____

Date Grievance Presented to Principal/Supervisor _____

Date of Informal Meeting with Aggrieved _____

Date of Principal/Supervisor's Response _____

Principal/Supervisor's Response:

(signature of Principal/Supervisor)

Regional School District No. 17

RESPONSE BY SUPERINTENDENT OF SCHOOLS

Aggrieved Person _____

Date Grievance Presented to Superintendent of Schools _____

Date of Meeting with Aggrieved/HKEA Representative _____

Date of Superintendent of Schools' Response _____

Superintendent of Schools' Response:

(signature of Superintendent of Schools)

Regional School District No. 17

RESPONSE BY BOARD OF EDUCATION

Aggrieved Person _____

Date Grievance Presented to Board of Education _____

Date of Meeting with Aggrieved/HKEA Representative _____

Date of Board of Education's Response _____

Board of Education Response: