AGREEMENT

between

BOARD OF EDUCATION OF REGIONAL SCHOOL DISTRICT #9

and

JOEL BARLOW EDUCATION ASSOCIATION

2018 - 2021

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This Agreement is entered into this 1st day of February, 2018 by and between the BOARD OF EDUCATION OF REGIONAL DISTRICT NUMBER NINE (hereinafter referred to as the "Board") and the JOEL BARLOW EDUCATION ASSOCIATION (hereinafter referred to as the "Association").

ARTICLE I

RECOGNITION

1.1 The Board recognizes the Association as the exclusive representative of the certified professional employees of the Board who are employed by the Board in a position requiring a teaching certificate. Not covered under this contract are the Superintendent of Schools, Assistant Superintendent/Head of School, temporary substitutes, certified professional employees who act for the Board in negotiations with certified professional personnel, employees directly responsible to the Board for personnel relations or budget preparation, or both, and all non-certified employees of the Board. Consistent with Connecticut General Statutes Section 10-145d-400(m), a substitute teacher shall become a member of the Association after serving in the employ of the Board in the same assignment for more than forty (40) school days.

1.2 The term "teacher" or "teachers" as used hereafter in this Agreement shall be defined as referring only to those certified professional employees of the Board who are included in the unit represented by the Association, as described in Section 1.1 above. As the Association is comprised of both teachers and Administrators, the Agreement frequently identifies the action of a particular clause as pertaining to a "teacher" or "full-time teacher". However, in other places it refers to "Administrative personnel" or it refers to one of the Administrators by title. This could imply that language applicable to a "teacher" is not applicable to an Administrative member of the Association. However, it is.

1.3. The terms "Administrator" and "Academic Year Administrator" as hereinafter used in this Agreement shall be defined as one holding and maintaining an 092 certificate and holding one of the following positions: Assistant Principal, Administrator for Athletics / Health and Physical Education, Director of Special Education, Director of Learning Resources & Information Technology, Director of School Counseling, Department Chairpersons.

1.4 The Board reserves and retains all its statutory rights to manage the school system and its employees as such rights existed prior to the execution of this agreement. The Association agrees that the exclusive functions and rights of management belong to the Board, and that the Association will not interfere with the Board's exercise of these rights and functions.

ARTICLE II

SCOPE OF AGREEMENT

2.1 Nothing contained in this Agreement shall be construed to contravene or violate any State and/or Federal laws. In the event of conflict between the provisions of this Agreement and the provisions of State and/or Federal Law, the provisions of State and/or Federal Law shall prevail.

2.2 All past practices, collective bargaining agreements, and understandings reached by and between former or current Association and Board representatives are void and of no force and effect unless specifically incorporated herein.

2.3 The parties agree that this Agreement constitutes the entire contract between them governing the salaries and other conditions of employment of the employees of the bargaining unit during the term of this Agreement and settles all demands and issues on all matters subject to collective bargaining, including, but not limited to, any demands made by the Association during the negotiations.

2.4 The Agreement shall not be altered, amended, or changed, except in writing, signed by both the Board and the Association, which amendment shall be appended hereto and become a part hereof.

2.5 The Board agrees to negotiate in good faith with the Association, pursuant to Section 10-153a through 10-153n of the Connecticut General Statutes, as amended, in accordance with the procedure set forth herein, to secure a Successor Agreement relative to matters concerning salaries and other conditions of employment. The Agreement so negotiated shall be reduced to writing and signed by the Board and the Association.

ARTICLE III

GRIEVANCE PROCEDURE

3.1 The purpose of this section is to maintain harmonious labor relations between the parties through prompt attempts to reach equitable solutions to disputes concerning the application of this Agreement.

For the purpose of counting the days in each step of a grievance procedure, the first day will commence upon the receipt by the Superintendent or his/her designee of a signed hard copy of the grievance form. Notification of a grievance via submission by email, fax, or some other digital or electronic means will not be considered sufficient to begin the daily count.

Further, in the event of the Assistant Superintendent/Head of School's absence due to illness or some off-site commitment, the grievance procedure may be initiated by submission to an assistant principal whom the Head of School has designated a principal pro temp.

3.2 "Days" as used in this Article III shall mean days when school is in session, except between May 1st and August 31st, when "days" shall mean business days.

3.3 A "grievance" when referred to in this Agreement shall mean a claim by a unit member or a group of unit members of the Association that there has been a violation, misapplication, or misinterpretation of specific provision(s) of this Agreement. Each grievance filed shall set forth specifically the events claimed to constitute a violation and the provisions of the Agreement claimed to have been violated.

3.3(a) Step 1 - The grievant shall submit the grievance on a fully completed official grievance form attached hereto as Appendix A to the Assistant Superintendent of Schools/Head of School within twenty (20) days after the grievant knew or should have known of the act or condition on which the grievance is based. Any grievance not so filed in timely fashion shall be waived. The Assistant Superintendent/Head of School shall meet with the aggrieved within ten (10) days after the receipt of the grievance, and he/she shall render his/her decision and the reasons for it in writing within ten (10) days after said meeting.

3.3(b) Step 2 - In the event that a grievant is not satisfied with the disposition of the grievance at Step 1, or in the event that no decision has been rendered within the time period allotted, the grievant may appeal in writing to the Superintendent of Schools within five (5) days following the Assistant Superintendent/Head of School's decision at Step 1 or within five (5) days of the due date for the decision at Step 1 if no decision is rendered. The Superintendent shall meet with the aggrieved within ten (10) days after the receipt of the grievance, and he/she shall render his/her decision and the reasons for it in writing within ten (10) days after said meeting.

3.3(c) Step 3 - In the event that a grievant is not satisfied with the disposition of the grievance at Step 2, or in the event that no decision has been rendered within the time period allotted, the grievant may appeal in writing to the Board of Education within five (5) days following the Superintendent's decision at Step 2 or within five (5) days of the due date for the decision at Step 2 if no decision is rendered. The Board, or such of its members as it designates, shall convene a meeting and review such grievance within a reasonable period of time, not to exceed twenty (20) days after receipt of the appeal. The Board shall render its decision and the reasons for it in writing within fifteen (15) business days of the conclusion of the meeting.

3.3(d) Step 4 - If this matter is not resolved at Step 3, then the Association may within five (5) days of the Step 3 decision, submit the grievance to arbitration according to the rules and procedures for arbitration of the American Arbitration Association. The cost of arbitrating shall be borne equally by the Board and the Association. Such arbitration shall be final and binding on both parties to the extent required by law. However, the arbitrator shall be without power or authority to amend or disregard provisions of this Agreement.

3.4 Any grievance not presented or followed up through the grievance procedure in the time limits contained herein shall be deemed waived. If at any step in the grievance procedure the prescribed time limits are not complied with by the Superintendent or the Board, the grievance may proceed to the next step, unless the time for the Superintendent or Board to address a grievance is extended by mutual consent in writing.

3.5 The grievant shall be present, unless such right is waived by the grievant in advance of the meeting and in writing; such documentation will be signed and not submitted electronically. The grievant may be represented at all levels of the grievance procedure by a representative from the

Joel Barlow Education Association. When the grievant is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the procedure.

ARTICLE IV

CONTRACTS

4.1 (a) The Board agrees to use as the forms for the written contract of employment of each individual certificated professional employee the Teacher's Initial Contract and the Teacher's Annual Salary Agreement, attached hereto as Appendices B and C. If a teacher changes jobs during a school year, a new prorated Annual Salary Agreement will be issued and signed before the new position takes effect. The Teacher's Initial Contract and the Teacher's Annual Salary Agreement shall incorporate base salary plus all additional compensation deemed pensionable in accordance with guidelines of the State of Connecticut Teachers' Retirement Board.

4.1 (b) In the event that a teacher who is receiving a stipend listed in Appendix E, Category D, takes an extended leave of absence of four consecutive weeks or more, and the district hires a replacement for the duration of the leave, then the teacher will not be entitled to the pro-rated amount of the stipend equivalent to the length of the leave. Revised Salary Agreements will be issued accordingly to both the teacher whose stipend is being reduced and the teacher who is hired as the replacement for the duration of the leave.

4.2 Advisors, Clubs, Non-Athletic Coaching, and Stipended Positions. A teacher who serves as an advisor to a club or activity that can accomplish its meetings within the time allotted for Activity Period will not receive a stipend.

Stipends for other positions will be allocated into one of three categories (A, B, or C). Those identified in Category A will involve significant time beyond the regularly scheduled school day. All appointments will be made by the Administration. All appointments will be for one person; unless specifically indicated otherwise, in the event that an appointment is shared by two teachers, each will receive one half the stipend.

Prior to the end of the school year, the Administration will distribute to teachers a list of all anticipated clubs and extracurricular activities. Teachers will be asked to indicate their intentions to apply for, continue, or vacate a club or extracurricular position. Individual letters of appointment or renewal shall be issued on an annual basis for the positions found in Appendix E. In the event that the Board elects to terminate such an appointment, before the end of the school year, the Superintendent or his/her designee shall notify the individual in writing of the reasons for termination. Such termination will be consistent with state law Section 10-151 et seq.

Category A: The Advisor/Coach will be evaluated by an Assistant Principal, the Dean of Students and Director of Student Activities, or another 092-Certified member of the staff as designated by the Head of School. Such evaluations will be based upon performance goals established by mutual agreement between the advisor/coach and the evaluator, and must be approved by the Administration. Termination of a Category A appointment at any point will require reasonable cause based on the advisor's performance evaluation. An evaluation will be provided to the individual holding the position in writing by June 1 of each school year. Anticipated openings in

these positions will be posted by the Administration by June 1 of each school year; any subsequent openings will be posted in a timely manner.

Category B: The Advisor/Coach will maintain attendance records and a calendar of events and be prepared to submit both to the Administration for review upon request. These one-year appointments will be identified to the staff annually by June 1 of each school year. Category B advisors/coaches will constitute those identified in the weekly handout entitled "Day Two Activities", not including those identified in Category A. Advisors/Coaches of Category B activities that occasionally involve events or competitions beyond the school day will receive, with the approval of the Assistant Superintendent/Head of School or his/her designee, chaperone pay. Such events will include Science Bowl and S.O.U.P. among others.

Category C: The stipends identified in this section will include the following: TEAM Mentor, TCC Member, Graduation Coordinator, Director of Independent Study and On-line Learning, National Board Certification Cohort Team Leader, 9th Grade Team Coordinator, and Peer Practice Coach.

In the event that any of the positions in Categories A and B are not filled by teachers, then a person who is not a teacher may be appointed by the Administration. The Administration may appoint such a person only after all interested teachers have been interviewed. The Administration may consider the candidacy of a non-teacher if one of two conditions is met: First, he or she has satisfactorily filled the stipended position for a period of at least one year, or, second, no teacher is qualified to fulfill the position. The Administration may deny an application by a teacher if he or she is under Structured Support or Intensive Assistance.

The Administration will have the right to create new clubs based upon student interest or programmatic decisions. If a new club's advisor or a new, non-athletic team's coach requires the commitment of time or oversight commensurate with a placement into Category A, the stipend will be determined by mutual agreement with the Association.

4.3 Individual letters of appointment shall be issued on an annual basis for the athletic coaching positions found in Appendix F.

In the event that the Board elects to terminate such an appointment, before the end of the school year, the Superintendent of Schools or his/her designee shall notify the individual in writing of the reasons for termination consistent with the requirements set forth in State Law.

ARTICLE V

COMPENSATION

5.1 Salary Schedule. Salaries of all persons covered by the Agreement shall be determined by the salary schedule set forth in Appendices D & E, which are attached to and made a part of this Agreement, and pursuant to other relevant sections of this Article.

5.2 Degree Status Change. Each teacher shall be eligible for credit for degree status change two times yearly, on October 15 and March 15. The full differential shall be granted if the evidence

has been presented by October 15 of the current school year; half of the differential if the evidence has been presented by March 15 of the current school year. It will be the responsibility of the teacher to notify the Superintendent in writing prior to any change in degree status and to submit appropriate official transcripts of the successful completion of the advanced work or degree achievement or other equivalent written evidence of the same from the college or university where the teacher has taken such course work. In order for the Superintendent to recognize such degree status changes, all necessary documentation must be submitted prior to the dates specified herein. A degree must be awarded, or appropriate course work successfully completed in circumstances when a degree is not applicable, and evidence of same submitted prior to October 15 or March 15 in order to receive appropriate credit.

5.3 Placement on the Salary Schedule

5.3(a) Degree status categories are defined under Article VI.

5.3(b) Full credit shall be given for teaching experience in public, accredited private and military dependency schools, provided that such experience shall have been continuous service of a full school year duration. However, if there is a gap of five (5) or more years from the last full time teaching assignment, initial salary placement shall be determined by the Superintendent of Schools. The Superintendent shall put a written statement explaining the reasons for the placement on the salary schedule in the teacher's personnel file, and a copy of this statement will be given to the teacher. Intermittent or short-term substitute experience will not be credited as previous teaching experience.

5.3(c) Credit on the salary schedule for other experience in fields related to the teaching assignment may be granted by the Superintendent up to a maximum of five (5) years. The Superintendent shall put a written statement explaining the reasons for the placement on the salary schedule in the teacher's personnel file, and a copy of this statement will be given to the teacher.

5.3(d) Credit for military service shall be given to the extent of one increment provided the service was rendered while the United States was at war or in a state of war, and the teacher was employed in a certificated teaching position in an accredited school when called to service.

5.4 Increment. Normally teachers will receive annual increments as provided in the salary schedule. However, the Board's right to withhold such an increment, based on the recommendation of the Superintendent, is specifically recognized. Any such withholding of the annual increment for an individual teacher shall be for just cause. The Superintendent shall document said just cause in a written statement placed in the teacher's personnel file, and a copy of this statement will be given to the teacher.

5.5 Salary Deduction. For absences in excess of those allowed by provisions of this Agreement, salary deductions shall be made as follows:

5.5(a) For a full-time certificated employee on a school year contract 1/183rd shall be considered a full day's pay.

5.5(b) 1/260th of the annual salary for full-time employees on a 12 month contract shall be considered a full day's pay.

5.5(c) Substitute salary may be deducted from the teacher's daily salary, as provided elsewhere in this Agreement.

5.6 Salary Check and Deductions.

5.6(a) Teachers may elect one of three methods of payment. Regardless of the method chosen, the first paycheck will be issued on the first Friday following the opening of school, and at regular intervals thereafter.

Salary may be taken in 21 or 26 equal payments. If taken in 26 equal payments then the teacher shall have the choice of:

5.6(a)(1) receiving the five additional summer payments in the first paycheck in June.

5.6(a)(2) receiving a paycheck every two weeks during the summer.

5.6(b) No change in the method of payment provided in subsections 5.6(a)(1) and 5.6(a)(2) above will be granted on or after August 15.

5.6(c) If for any reason a teacher is overpaid then the teacher shall return such overpayment funds to the Board promptly and under no circumstances later than the close of the fiscal year within which the overpayment occurred.

5.6(d) If for any reason a teacher is underpaid, then such underpayment shall be paid to the teacher and under no circumstances later than the close of the fiscal year within which the underpayment occurred.

5.6(e) Each Administrator and full-year teacher may choose, on an annual basis, the amount of his/her salary that he/she wishes to receive via his/her regular pay during the regular annual employment period and the amount of his/her salary that he/she wishes to deposit into one or more investment vehicles during the regular annual employment period. The amount chosen for annuity investment will comply with IRS allowances, and investment vehicles will be restricted to advisors that have signed information sharing agreements with the district.

5.7 Incentive Pay

The Region 9 Board of Education recognizes that JBHS teachers are among the finest in the state and that a system can be developed to create incentives for teachers to expand their knowledge and expertise.

5.7(a) Longevity.

5.7(a)(1) Subsections 5.7(a)(2), 5.7(a)(3) and 5.7(a)(4) shall apply to employees employed prior to July 1, 2003.

5.7(a)(2) Upon completion of fourteen (14) years of employment as a teacher in the Regional District #9 system, a teacher shall receive the sum of $1000 as an additional yearly premium above that teacher's scheduled rate of pay.

5.7(a)(3) Upon completion of fifteen (15) years, 16 years, 17 years, 18 years and 19 years of employment as a teacher in the Regional District #9 system, a teacher shall receive the sum of $1,500 as an additional yearly premium above that teacher's scheduled rate of pay.

5.7(a)(4) Upon completion of twenty (20) years of employment and for each year thereafter of employment as a teacher in the Regional District #9 system, a teacher shall receive the sum of $2,000 as an additional yearly premium above that teacher's scheduled rate of pay.

5.7(b) Tuition Reimbursement.

5.7(b)(1) The Board agrees to reimburse teachers for courses taken up to $2,500 reimbursement per fiscal year. If a grade in the "A" range or a grade of "P" indicating "pass" is received, then reimbursement will be in the amount of 100% of the actual cost. If a grade in the "B" range is received, then reimbursement will be in the amount of 75% of the actual cost. To be eligible for the reimbursement, the teacher must submit in advance and in writing a planned program of studies at an accredited college or university to the Superintendent for approval. Reimbursement will be made upon receipt of an official transcript. To assist the Board in taking action to have sufficient funds, teachers will make every reasonable effort to accurately identify the number and cost of proposed courses when such information is solicited in the budget development process conducted during the prior school year.

5.7(b)(2) Under exceptional circumstances, the Superintendent may authorize reimbursement for courses not included in an approved plan. The Superintendent may also authorize reimbursement for courses that do not issue letter grades. The provisions of 5.7(b)(2) are not subject to the grievance and arbitration provisions of Article III of this contract.

5.7(b)(3) In order to be eligible for course reimbursement, a teacher must remain in the system for at least one school year beyond the school year in which an approved course is taken. A recipient who does not fulfill this commitment to remain employed shall repay the Board all such reimbursements. A recipient who does not promptly repay to the Board all course reimbursement payments shall be responsible to the Board for all costs of collection, including reasonable attorney fees. A teacher may only be relieved from this commitment should the teacher's failure to fulfill this obligation result from illness or disability (as determined by competent medical evidence), death, involuntary release from the teacher's position by the Board, retirement, permanent relocation of the teacher's spouse, or other

situations beyond the control of the teacher as determined by the Superintendent at his or her sole discretion.

5.7(c) Stipends

5.7(c)(1) State Department of Education Committee Membership.

An annual stipend of $250 will be awarded to each teacher and administrator who participates, from beginning to conclusion, on a State Department of Education Curriculum Committee or other committee convened by the State Department of Education to develop, update, or, otherwise, modify statewide curricula, statewide measurements of student performance, or related educational initiatives deemed important by the Superintendent of Schools and approved in writing by him or her.

5.7(c)(2) National Board Certification.

5.7(c)(2)(a) A teacher in good standing who holds current National Board Certification, and submits written evidence thereof to the Superintendent prior to June 30 in any year shall be paid a stipend of $3,000. The stipend shall be incorporated onto the Teacher's Initial Contract or Teacher's Annual Salary Agreement, whichever is operative for the particular teacher, and shall receive the stipend equally among 21 pay periods. A teacher who submits evidence of National Board Certification prior to the beginning of the school year will receive the stipend in equal parts across all paychecks in the fiscal year.

5.7(c)(2)(b) Teachers may, with the written approval of the Assistant Superintendent/Head of School or his/her designee, create one cohort of no more than five (5) teachers or Administrators within a given school year for the purpose of pursuing National Board Certification. Such work would serve to fulfill those teachers' or Administrators' professional development goals for the period of time necessary to complete the process, not to exceed two (2) successive school years. With the written approval of the Assistant Superintendent/Head of School or his/her designee, an individual teacher not part of a cohort may pursue National Board Certification individually to fulfill his or her professional development goal for the period of time necessary to complete the process, not to exceed two successive school years. Section 5.7(c)(4)(c) does not preclude an individual teacher from pursuing National Board Certification on his or her own time.

5.7(c)(2)(c) "National Board Certification" shall include certification from NBPTS (National Board for Professional Teaching Standards), NASP (National Association of School Psychologists), or ASHA (American Speech Hearing Association).

5.8 Payroll Deductions. Teachers shall have the option of having the following deductions made from their pay, providing the individual teacher so authorizes in writing:

5.8(a) Association dues.

5.8(b) Waterbury Teachers' Federal Credit Union or Trumbull Teachers' Federal Credit Union.

5.8(c) Tax Sheltered investment vehicles of the teacher's choice. Investment vehicles will be restricted to advisors that have signed information sharing agreements with the district.

5.8(d) All teachers employed by the Region #9 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 the Association dues uniformly required of members to underwrite the costs of collective bargaining, contract administration, and grievance adjustment.

The Board agrees that it will provide the Association a list of all members of the unit and the positions held by said members as of September 15 of each year. Should a teacher be hired subsequent to September 15, the Board will forward a copy of the individual's signed employment agreement to the Association.

5.9 Chaperone Reimbursement.

5.9(a) Any teacher chaperoning a non-athletic school function will be paid at the rate of $38.00 for the duration of the contract.

5.9(b) Each teacher shall be guaranteed a three hour minimum payment for each such assignment. If the assignment is cancelled without at least 24 hours prior notice, the teacher shall be compensated for one hour's work. The one hour compensation will not be extended for acts of God, power outages, or building safety issues that could not be anticipated.

5.9(c) The administration will make every effort to ensure a fair and equitable rotation of assignments.

5.9(d) The supervisor of Saturday school will be paid at the rate of $65 per hour. When the presence of an assistant supervisor is determined by the supervisor and the Dean of Students to be necessary, the assistant will be paid at the rate of $45 per hour. The supervisor of Saturday school will be selected on an annual basis and issued an individual letter of appointment on an annual basis. The assistant of Saturday school will be considered a chaperone, and the administration will make every effort to ensure a fair and equitable rotation of the assistant assignment.

5.9(e) Any teacher chaperoning an athletic school function will be paid a flat rate of $110 per event. If the assignment is cancelled, the teacher will not receive compensation.

5.10 Teacher's Notice of Termination.

5.10(a) A teacher or Administrator who is in good standing and who gives written binding notice of his or her retirement to the Superintendent by January 15 will receive a one-time lump sum payment of $4,000 with his or her final paycheck following the end of the then current fiscal year. "Retirement" for this section shall be defined as retirement in accordance with the Connecticut State Teachers' Retirement Board.

5.10(b) A teacher or Administrator who is in good standing and has been employed by Region #9 for at least five (5) years prior to January 15, and who is not retiring in accord with 5.10(a) above, and who gives notice by January 15 of his or her resignation for the following school year will be paid a one time lump sum payment of $750.00 with his or her final pay check following the end of the then current fiscal year.

5.11 A teacher who works in the Extended School Day and/or Extended School Year Program overseen by the Special Education Department will be compensated at the prevailing base rate for homebound instruction. Selection of individuals will follow the procedures outlined in 7.1(b).

5.12 A teacher for summer school will be compensated at the prevailing base rate for homebound instruction. Selection of individuals will follow the procedures outlined in 7.1(b). Should a summer school course not be held due to lack of enrollment, the teacher of that course will not receive compensation.

5.13 In the event that the Board or the Administration deems worthy of compensation an activity, task, or position not specifically addressed in this Agreement, the Board will negotiate with the Association's designees to determine the compensation.

5.14 Teachers Tutoring for Outside Pay.

5.14(a) A teacher shall not accept non-school employment, which interferes with the performance of his or her duties as a teacher. The Board agrees that this provision shall not be unreasonably applied.

5.14(b) During the school year, a teacher shall not tutor students assigned to his or her own class roster for remuneration. If a teacher is requested to tutor privately and for remuneration a local student not currently in his or her charge, then the teacher must first consult with the Assistant Superintendent/Head of School and the child's regular teacher (teachers) prior to entering into any such agreements.

5.14(c) If a teacher has engaged in tutoring a student prior to the student being assigned to him or her, including music and art programs as well as all other disciplines, such relationship must discontinue throughout the duration of the instructional relationships.

5.14(d) If a teacher is approached for tutoring a student by that student's family or guardians during the summer, the teacher must first establish with the Assistant Superintendent/Head of School if the student will be or is likely to be placed on his

or her roster in the following school year, and if this is the case such tutoring shall not take place.

5.14(e) If a teacher is allowed to tutor a student for remuneration, such activity shall not take place on school grounds nor during the period of time the teacher is considered to be on the job, and such activity shall not take place during any period of time before or after school when a teacher has oversight of students for some non-district related reason such as watching students as part of a community-sponsored service.

ARTICLE VI

DEGREE DEFINITIONS

6.1 The Salary Schedule listed in the Appendices of this Agreement shall be interpreted and applied in accordance with the following definitions:

B.A. - A baccalaureate degree earned at an accredited college or university.

M.A. - A master's degree earned at an accredited college or university.

M.A. + 15 - Fifteen (15) credits earned beyond the master's degree at an accredited college or university. Credits do not necessarily have to be at the graduate level provided that the credits have been approved by the Superintendent of Schools. Beginning with the 2015-2016 school year, advancement up the M.A. +15 pay ladder will be restricted to members who are already on that ladder for the 2014-2015 school year. The M.A. +15 ladder will not be available to any other members of the Association.

Sixth Year - A second master's degree in a discipline other than the discipline in which the initial master's degree was attained; or the completion of thirty (30) credits beyond the master's degree; or a Sixth Year Certificate from an accredited college or university. Credits do not necessarily have to be at the graduate level provided that the credits have been approved by the Superintendent of Schools.

M.A. + 60 - Sixty (60) credits earned beyond or in addition to the master's degree at an accredited college or university. Credits do not necessarily have to be at the graduate level provided that the credits have been approved by the Superintendent of Schools.

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

ARTICLE VII

SPECIAL SCHOOL PROGRAMS

7.1 Positions in special school programs shall be filled first by teachers regularly

employed in the school district.

7.1(a) The compensation for homebound instruction shall be $77.00 per hour for the school year 2015-16, $77.00 for 2016-17, and $77.00 for 2017-18. In addition $15 per day will be paid for travel expenses. Homebound tutoring reimbursement requests will be submitted on a bi-weekly basis.

7.1(b) When homebound instruction is necessary, reasonable effort will be made to find a certified teacher in the employ of Region 9, whose certification is directly relevant to the content of the homebound instruction, to fill the position. First priority shall be given to the student's assigned teacher, then to other teachers certified in that particular discipline. Special Education teachers can be considered appropriately certified for homebound instruction, if in the opinion of the Director of Special Education Services, they are able to successfully meet the needs of the student(s).

- In the event that a Region 9 teacher is not able to provide this instruction, then the Director of Special Education Services shall have the right to assign a teaching paraprofessional with the appropriate experience, and this person's pay shall be governed by the current JBSEA contract with the Board of Education.

- A reasonable effort to secure appropriate teachers shall be met by the administration in the following manner: Once per year, the administration will solicit names of certified teachers willing to provide homebound instruction. The administration will then make a fair and equitable rotation of assignments among teachers who responded to this solicitation.

- In situations where the student requiring homebound instruction is better able to receive such instruction during the school day, i.e., between 7 am and 2:30 pm, the Director of Special Education Services will be able to employ appropriately certified teachers and/or teaching paraprofessionals who are not members of the Association.

7.2 Curriculum Work.

7.2(a) Compensation. Curriculum work, when authorized by the Assistant Superintendent for Curriculum and Instruction and/or Assistant Superintendent/Head of School, shall be voluntary and shall be paid at an hourly rate of $60 for a day of no less than four (4) hours and no more than seven (7) hours in duration, unless mutually agreed upon by teacher(s) and administrator.

7.2(b) Payment. Pay for such services shall be issued promptly upon receipt of certification by the Superintendent from the Assistant Superintendent for Curriculum and Instruction and/or Assistant Superintendent/Head of School that the assigned project has been completed satisfactorily and the Superintendent's concurrence with such certification.

7.2(c) Announcement of curriculum work. When curriculum work becomes available, the Administration shall notify all teachers of the opportunity for the curriculum work via e-mail. Teachers shall indicate in writing their interest in such work by a reasonable deadline. If the curriculum work relates to the revision of an existing course, a reasonable effort will be made to include all teachers of the course for the following school year in the paid curriculum work.

7.3 Administrative Detention. Teachers who monitor after-school administrative detention will be compensated at the rate for chaperone pay according to hours of actual supervision.

ARTICLE VIII

PART-TIME TEACHERS

8.1 Definition. A part-time teacher shall be defined as a teacher having less than 100% of the work load or work day of a full-time teacher.

8.2 The number of teaching assignments for a part-time teacher may fluctuate from semester to semester by virtue of enrollment and course registration.

8.3 If a full-time position becomes available for which a part-time teacher is certified and qualified, the following conditions shall prevail:

8.3(a) When a full-time position becomes available for which the teacher is certified and qualified, a non-tenured part-time teacher shall have the opportunity to compete with others for the full-time position.

8.3(b) When a full-time position becomes available for which the teacher is certified and qualified, a tenured part-time teacher shall be notified in writing of the vacancy and shall have the right to be treated as one of the finalists for the position. As a finalist for a new full-time position, the tenured part-time teacher's current appointment will neither be eliminated nor reduced. In situations where the full-time position is created by adding to a part-time teacher's current number of assignments, the teacher shall have right of first refusal. In the event that more than one tenured part-time teacher is eligible to apply for such a position, the Superintendent shall determine the order in which the applicants shall have consecutive rights of refusal before the job may be offered to an outside applicant. Factors considered by the Superintendent might include, but not be limited to, evaluations of performance and number of certificates.

8.4 Payment Formula: The following percentages of full-time salary shall apply for part-time arrangements:

8.4(a) First class taught (to include conference and planning periods) - 20%

8.4(b) Second and third class taught - 19% each

8.4(c) Each subsequent class taught - 18%

8.4(d) Administrative assignments and/or Advisory - 6%

8.4(e) Each additional class period beyond the normal assignment of six class periods per normal seven-day cycle per teaching assignment shall be recognized by the following additional salary:
3.2% for first class period, 3.0% for each subsequent class period

8.5. Part-time teachers at 50% shall have retirement deductions taken from their pay, and those filling teaching assignments that are more than 45% but less than 100% shall receive normal fringe benefits insofar as insurance company eligibility requirements allow. Part-time teachers filling teaching assignments that are less than 45% shall not receive insurance benefits.

If a full-time teacher is reduced to part-time status, then he or she will continue to receive the normal fringe benefits insofar as insurance company eligibility requirements allow.

8.6 All full-time and part-time teachers shall be responsible for providing necessary academic materials for students in the event of the responsible teacher's absence up to seven (7) days. The material may be such that the students can advance through the curriculum in a self-directed manner. Any teacher absent longer than seven (7) days shall communicate with the Assistant Superintendent/Head of School and the department chair regarding long-term lesson plans. In the event of a serious illness and/or injury preventing communication, a doctor's note will be sufficient.

8.7 Part-time teachers whose contract hours preclude their presence in the building after normal work hours shall use their conference and planning periods to be available to students for extra help.

8.8 All conditions of employment for full-time teachers shall apply to part-time teachers unless specifically excluded by provisions of this contract.

8.9 Workshops or other special meetings held at times beyond their contract hours shall be optional for part-time teachers.

8.10 If a retired teacher is hired to teach in a part-time capacity, the payment formula shall follow the percentages described in Section 8.4. The part-time teacher shall be placed on the salary grid consistent with the guidelines in Section 5.3. In the event that such teacher was eligible for the longevity clause 5.7(a) of the Agreement, longevity payments will be made using the percentages outlined in the payment formula in Section 8.4 of this Agreement.

Once a teacher retires from Region 9, all accumulated sick time is expunged and the part-time retired teacher shall accumulate sick time as outlined in Section 14.1 of this Agreement.

This section applies only to teachers who have retired from Region 9. It does not contemplate application to teachers who have retired from any other district.

ARTICLE IX

INSURANCES

9.1 Consistent with 8.5, insurance benefits described in Article IX apply only to those teachers filling teaching assignments that are more than 45%, with the express exceptions of Group Accident Insurance coverage and optional pre-tax Flexible Spending accounts. Flexible Spending accounts are only available for the 2018-2019 school year, with Option 2 (PPO).

9.2 The Board shall provide and pay for the teacher's choice of one of the following medical benefit plans for all teachers and their dependents, less the agreed upon deductibles and co-pays for the 2018-2019 school year. The High Deductible Health Plan will be the only option for the 2019-2020 and 2020-2021 school years. In addition, the High Deductible Health Plan will be the only option in the 2018-2019 school year for any teachers hired after the 2017-2018 school year:

9.2(a) Option 1. A High Deductible Health Plan (hereinafter referred to as 'HDHP') described in Appendix G shall be a medical plan available to eligible teachers. Enrollees in the HDHP shall have a Health Savings Account (hereinafter referred to as 'HSA') to defray deductible expenses. An HSA is not health insurance, it is a bank account.

Board's Contribution: The Board will contribute to each teacher's HSA the following percentages of the deductible:

- 2018-2019: 70%
- 2019-2020: 50%
- 2020-2021: 50%

The Board funding of the deductible will be transferred from the Board to the banking vehicle into each member's designated bank account, no later than July 31.

Teacher's Contribution: Subject to IRS guidelines and limitations, the teacher may exercise either or both of the following options by which to fund his/her HSA account:

1. Payroll deduction using pre-tax dollars
2. Manual deposit by the teacher

If the Bank imposes any bank fees associated with maintaining the HSA account, the Board and the Association agree to jointly select another bank for the HSA account. At no time will the Board pay for any monthly maintenance fees associated with the teacher's HSA bank account.

High Deductible Health Plan (HDHP)

Deductible	$2,000 - single/$4,000 - 2 person & family
Prescription Drug copays after deductible	After plan deductible, all Rx will be subject to copayments as follows:

Generic	$5
Brand Name	$25
Non-Formulary	$40

See Appendix G for summary benefits coverage.

Teachers not eligible to make contributions into a HSA will have the same HDHP with a Health Reimbursement Account (hereinafter referred to as an 'HRA') to offset the cost of the plan expenses. Only the Board may make contributions to a teacher's HRA as required under IRS rules. The Board will make the same contribution to HRA participants as those enrolled in a HSA. Any unused contributions by the Board may roll over from year to year for teachers use, but at no time may the Board make contributions that exceed the plan deductible in any participants HRA.

Full-service dental plan with dental rider A and dental rider D (Orthodontia).

9.2(b) Option 2. A PPO plan option for existing employees currently enrolled in the PPO plan and available only for the plan year 2018. Anthem Blue Cross Century Preferred PPO Plan. Employee contribution based on allocation rate (see Appendix G).As described by the current language contained in group #002021-034.

- Hospitalization with a $250.00 per admission.
- Physician's office visits with a co-pay of $30.
- Specialist physician office visits with a co-pay of $40.
- Emergency Room visits with co-pay of $100.
- Outpatient co-pay of $150.
- Prescription drug rider with an annual maximum benefit of $3,500. The co-pay shall be $25 for Brand formulary drugs, $35 for Brand non-listed, $0 for generic drugs, and 3x retail for mail order drugs. A Preferred Generic program will be utilized.
- Full-service dental plan with dental rider A and dental rider D (orthodonture).
  The above benefits in the Century Preferred Plan refer to services obtained within the network provided by Anthem Blue Cross. Out of network services are also available.

9.3 In addition to the selected Medical Insurance coverage above, the Board will provide Life Insurance coverage and Long-term Disability Insurance coverage as described below:

$50,000 life insurance benefits with the double indemnity provision for all school year teachers and for full year teachers. An additional $50,000 supplemental Life benefits for teachers may be provided at the teacher's costs. Due to IRS regulations, teachers will be required to pay income taxes on the premium for any life insurance in excess of $50,000 at the prevailing group rates.

Long-term disability insurance will be provided. The monthly benefit is 60% of monthly earnings to a maximum of $1,000 per month. Benefits begin after the expiration of 90 calendar days.

9.4 The Board of Education will provide at its own cost Group Accident Insurance coverage for certificated employees when away from school on school business.

9.5 Any teacher who is granted a leave of absence during a school year may continue his/her membership in his/her medical program with the Board continuing to pay the established premium to June 30 of the year the leave is granted. Thereafter, a certified employee who is granted a leave of absence may, at his/her option, and at his/her expense, continue to be covered for the duration of the leave by the group insurance provided by the Board, subject to the approval of the plan administrator. The teacher will pay premium cost shares directly to the district payable not later than the 15th of each month the teacher is on leave.

9.6 Nothing in this Agreement shall be construed to prohibit the Board from changing insurance carriers, provided that the coverage and benefits provided are substantially equivalent to those currently offered.

The Association shall receive no less than thirty (30) calendar days notification prior to any change of carriers.

9.7 Each teacher who participates in the HDHP Plan provided by the Board shall pay a percentage of the annualized self-insured equivalent or allocation rate equal to:

In plan year, 2018-2019 - 18%
In plan year, 2019-2020 - 19%
In plan year, 2020-2021 - 20%

9.8 Teachers and Administrators who retire from teaching in accordance with the Provisions of Connecticut General Statutes, sections 10-183b to 10-183nn, as amended, may continue their membership in the group medical program subject to the following provisions:

9.8(a) The Teacher/Administrator shall be required to pay the premiums for all such coverage.

9.8(b) Such payments shall be made in advance by the teacher/administrator on a quarterly basis and shall be received in the Superintendent's Office no later than the following dates:

June 15 September 15 December 15 March 15

9.8(c) The Superintendent's Office shall notify retirees of premium changes by mail to the last known address of the retiree.

9.8(d) Failure of a retiree to meet the premium payment schedule listed shall result in automatic cancellation of his/her coverage, effective thirty (30) calendar days after the due date.

9.9 Teachers may elect on a voluntary basis to waive participation in the board provided health benefits. Those who wish to do so must file a written request with the Superintendent of Schools in June for the fiscal year beginning July 1st. A bargaining unit member hired after July 1st has one month to file a written request with the Superintendent of Schools indicating his or her wish to waive participation in the Board provided health benefit coverage.

Any bargaining unit member who wishes to revoke his or her insurance waiver may do so by applying in writing to the Superintendent of Schools. Coverage of the unit member thereafter shall be subject to any regulations of the carrier, including, but not limited to, waiting periods, which may then be in effect. Pre-existing conditions shall be covered to the extent provided for in the policy of insurance.

9.10 The Board of Education will provide optional pre-tax Dependent Care Account (Section 125 of the Internal Revenue Code) for bargaining unit members for dependent care spending. Members wishing to use the option will send completed applications to the Central Office prior to June 1st each year.

9.11 The banking vehicle that is part of the health savings account insurance option will be Union Savings Bank or another equivalent bank determined by mutual agreement between the Board, or its designees, and the Association. During the duration of the Agreement, either the Board, or its designees, or the Association, may request a mutual reconsideration of the banking vehicle, but no more often than once per year.

ARTICLE X

EMPLOYMENT YEAR

10.1 All Certified Employees (Except Administrators)
The employment year shall include:

10.1(a) 180 days of instructional time; and
10.1(b) one (1) day prior to the beginning of the school year; and

10.1(c) one (1) day following the last day of instruction; and

10.1(d) one (1) day between semesters for the purpose of semester transition. This day of semester transition is intended to occur on the day immediately prior to the first day of the second semester. The day may not occur elsewhere unless the Board and the Association mutually establish an alternate date.

10.1(e) The employment year for a new teacher to Joel Barlow High School will include one (1) additional day prior to the beginning of the school year. This will not be compensated as an additional per diem day.

10.2 Administrators and twelve-month Employees

The employment year shall be a twelve month year measured between July 1st and the next succeeding June 30th.

10.2(a) Each Administrator and each twelve month employee shall be entitled to the following holidays each year: New Year's Day, Martin Luther King Day, Presidents' Day, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Thanksgiving Day and the day following, and Christmas Day and

the day preceding. The holiday pay provisions shall apply only when the designated holidays fall on a normal working day. Holidays that occur on a Sunday shall be celebrated on the following Monday, and holidays that occur on a Saturday shall be celebrated on the preceding Friday, unless in either event school is in session on such Monday or Friday, in which case the Administrator or full-year teacher will receive one floating paid holiday to be taken at his or her discretion with advance notice to the Head of School.

10.2(b) Each Administrator and each twelve month employee shall be entitled to 25 days of vacation in each fiscal year (July 1 thru June 30) provided that:

10.2(b)(1) Any vacation day taken between the first day of instruction in school and the last day of instruction in school shall require advance notice to the Superintendent or his designee and approval from the Superintendent prior to the vacation day.

10.2(b)(2) Up to a maximum of five (5) vacation days may be carried over from one year to the next.

10.2(b)(3) If school is in session on any of the holidays articulated in 10.2(a), each Administrator and full-year teacher will receive one floating paid holiday to be taken at his or her discretion with advance notice to the Head of School

10.2(c) Each Administrator and each twelve month employee may be permitted to work two (2) days from home during days where school is not in session with the approval of the Assistant Superintendent/Head of School.

10.3 If the Administration requires any teacher to work beyond the normal contract year (excluding curriculum work), said teacher's compensation shall be based upon the per diem rate (1/183) of his/her salary for the term of this Agreement.

10.4 Teachers who participate in the orientation programs for incoming ninth-graders and their parents held the day before the pre-school orientation day at the beginning of the year will be compensated at the rate of $50 per contact hour. In lieu of payment, the Assistant Superintendent/Head of School and the Association may negotiate compensatory time for teachers involved in these programs. This provision does not apply to individuals in stipended positions whose positions require attendance at these programs.

10.5 Prior to a meeting of the Calendar Committee for the district or the Tri-district, Board representatives will meet in person, or speak telephonically, with the Association leadership regarding its positions on any proposed calendar changes. Should unanticipated changes be proposed during a meeting of the Calendar Committee, the Association leadership shall be contacted for input prior to the taking of a vote.

ARTICLE XI

REDUCTION IN FORCE

11.1 In the event of any condition under which the Board at its sole and absolute discretion determines to reduce the number of unit members employed by the Board in various job titles and assignments, the following procedures will be applicable.

11.2 Definitions.

11.2(a) As used herein the term "days" shall mean calendar days.

11.2(b) As used herein the term "teacher" shall apply to any employee of the Board of Education who holds a certificate issued by the Connecticut State Board of Education and is employed in a teaching or administrative position below the rank of Assistant Superintendent/Head of School.

11.3 Procedure.

11.3(a) Determination of those who are to be released will be based on the discipline in which the reduction will be made, tenure and certification status in the following order:

- 11.3(a)(1) voluntary retirements and voluntary resignations;
- 11.3(a)(2) transfer of existing staff members within certification and qualifications, to fill vacancies;
- 11.3(a)(3) uncertified, non-tenured teachers;
- 11.3(a)(4) non-tenured teachers;
- 11.3(a)(5) tenured teachers.

11.3(b) The following criteria shall be used by the Superintendent to select those teachers who are to be released within the categories established in 11.3(a):

- 11.3(b)(1) areas of certification, qualification, and past experience;
- 11.3(b)(2) teaching experience in other positions which may be available;
- 11.3(b)(3) degree status;
- 11.3(b)(4) ability as determined by the teachers' end of year evaluations.

11.3(c) When the above criteria are met equally by two or more tenured teachers, the length of service in Regional School District #9 shall prevail, except in cases where, in the Superintendent's judgment, it would be to the detriment of the school system, as to which the Board shall be the final judge. Seniority shall be determined by the date on which the teacher signed a contract beginning a period of continuous employment, including all authorized leaves of absence, but excluding any employment as a temporary or long-term substitute teacher.

11.3(d) If a teacher has attained tenure status, his/her employment may be terminated if his/her position is eliminated, but only if there is no other position (available or held by a non-tenured teacher) for which that teacher is certified and qualified.

11.4 Provisions not Applicable to Promotions. Although a teacher whose contract is to be terminated because of elimination of position may be qualified and/or certified for a position, the assignment to which would constitute a promotion, nothing herein should require the teacher to be promoted to any position of higher rank, authority or compensation.

11.5 Recall.

11.5(a) If the contract of employment of a teacher is terminated because of elimination of position, the teacher shall be placed on a reappointment list and may report to the Superintendent such changes in the teacher's certification and qualifications as may occur.

11.5(b) The teacher's name will remain on the reappointment list for a period not to exceed twelve (12) months, provided the teacher does not accept a teaching position elsewhere or refuse an offer of employment by the Board in a teaching position equal to his/her teaching position prior to the termination.

11.5(c) During such period it shall be the sole responsibility of the teacher to advise the Superintendent, in writing, by certified/registered mail, return receipt requested of all changes of address within ten (10) days of their occurrence. Failure to so advise the Superintendent shall result in the teacher being ineligible for recall until such notice of change of address has been so submitted.

11.5(d) If a position becomes open during such period, the teacher with the highest seniority that is certified and qualified for the position, shall be notified in writing by certified mail, return receipt requested.

11.5(e) If the teacher wishes to accept the position, the teacher shall notify the Superintendent in writing (by certified mail, return receipt requested, or hand delivery) within ten (10) days after the receipt of the letter of notice.

ARTICLE XII
VACANCIES OF POSITION

12.1 The provisions of this article shall not apply to coaching and co-curricular assignments.

12.2 Vacancies of position which are caused by death, retirement, discharge, resignation, or by the creation of a new position shall be filled pursuant to the following procedures:

12.2(a) The existence of vacancies of position shall be adequately publicized, both within and outside the system, including a notice in school (by posting or otherwise) as far in advance of the date of filling the vacancy as possible. Adequate publication shall be deemed to mean an email addressed to all current certified employees and confirmation of receipt of notice by the Association President or his/her designee.

12.2(b) Said notice of vacancy of position shall clearly set forth the qualifications for the position.

12.2(c) Teachers who desire to apply for such vacancies of position shall file their applications in writing with the Superintendent within the time limit specified in the notice.

12.2(d) Such vacant positions shall be filled on the basis of the individual most qualified for the vacant position as determined by the Assistant Superintendent/Head of School and the Superintendent. This does not supercede 8.3(b), which has precedence for part-time teachers.

12.3 In the event that a temporary vacancy occurs, the Administration shall make an appointment. The individual who fills that vacancy shall be compensated as stipulated by the position.

ARTICLE XIII

WORKING CONDITIONS

13.1 Teachers shall be on duty at least fifteen (15) minutes prior to the first period of the school day. The Association recognizes and affirms the professional responsibility of teachers to remain at school after students have been dismissed to provide time for student remedial assistance, individual conferences with students, and to engage in regularly scheduled departmental and faculty meetings. Teachers who do not adhere to the past standards of presence and participation will be subject to disciplinary action; said action will be noted in writing and a copy placed in the teacher's personnel file. A copy will also be provided to the teacher.

13.1(a) The Board and the Association agree that flexible scheduling of teachers can be beneficial. If programs necessitate the consideration of scheduling of teachers outside of the typical day, the Board and the Association will continue to collaborate on flexible solutions.

13.1(b) Administrators and Academic-Year Administrators electing to fulfill their administrative assignment involving supervising students in the building in the morning before school begins (7:00 a.m. - 7:30 a.m.) shall be on duty at 7:00 a.m.

13.2 The Superintendent or his/her designee shall make such assignments and transfers in the assignment of teacher personnel that are in the best interest of the school system.

13.3 All full-time and part-time classroom teachers, in addition to their lunch period, shall have at least seven (7) periods of preparation and planning time during a normal seven-day cycle. The Administration will make every effort to provide at least one preparation period per day. All full-time and part-time teachers shall have at least seven (7) periods of conference time during a normal seven (7) day cycle. The Administration will make every effort to provide at least one conference period per day to deal with parent and student conferences, PPTs, independent study, tutoring, and other professional activities. Except as addressed in 13.8(a), all full-time teachers shall have three (3) administrative assignments during a normal seven (7) day cycle.

13.4 All teachers shall have an uninterrupted duty-free lunch period daily of at least the same duration as that of the students. The lunch period shall be a minimum twenty-three (23) minutes in length.

13.5 Teachers employed by the Board shall receive their teaching assignments from the office of the Assistant Superintendent/Head of School. The Administration will make every effort to schedule each teacher for no more than five (5) teaching assignments each semester and ten (10) teaching assignments total per year. If the Administration believes there is a need for a teacher in a particular discipline to teach a sixth (6th) class during a semester, the Administration will post the opportunity, and first solicit volunteers who are certified in that subject area. Further, if applicable, the Administration will ensure fair and equitable rotation of teachers through this opportunity over time. A teacher who is ultimately assigned to teach a sixth (6th) class in a semester will receive compensation equivalent to 13% for that semester of salary and will receive no administrative assignments during said semester.

13.6 Prior to the development of the teaching schedule for the upcoming school year, the Administration will distribute to teachers in each discipline a list of all anticipated sections of courses and non-teaching course assignments available for that discipline in the upcoming school year. Teachers will be invited to give their input in writing regarding which teaching assignments they would prefer. The Administration has sole discretion in determining course assignments. Teachers already in the system, under normal circumstances, shall receive notification of their teaching assignments for the ensuing year prior to the close of the current school year. All assignments made by the Administration are not subject to the grievance and arbitration provisions of this Agreement.

13.7 Teachers shall be notified in writing of any changes in their teaching assignments for the ensuing year, including the grades and/or the subjects that they will teach and any special or unusual classes or assignments that they will have.

13.8 All administrative assignments shall be made on an equitable and rotating basis and changes in such assignments shall be made each semester if possible. Administrators, Academic Year Administrators, Guidance Counselors, school psychologists, social workers, Instructional Leaders, the school librarian, the Co-Directors of the Writing Center, and the Director of the LARC shall receive one (1) administrative assignment per normal seven (7) day cycle both semesters. Other full-time teachers shall have three (3) administrative assignments during a normal seven (7) day cycle both semesters. The Administration will have the authority to reduce a teacher's administrative assignments by assigning an alternative responsibility as his/her administrative assignment, but the number of periods reduced shall be determined by mutual agreement with the Association: such an agreement will be made in the best interests of the students and by what the Administration and the Association determine to be equivalent to one, two, or three periods of traditional administrative assignments. Teachers who are not Administrators shall not be assigned supervisory duty in the parking lot or for buses. Administrative assignments involving supervising students in the building in the morning before school begins (7:00 a.m. - 7:30 a.m.) shall be made on a voluntary and rotating basis among administrators and academic year administrators.

13.9 When a classroom teacher's responsibilities are altered by the Administration in such a manner as to reduce the number of periods taught each day, the number of periods of reduced time will be correspondent with the expectations of the alternative responsibilities; if the alternative

responsibilities are not an extension of a current alternative assignment, then the position will be posted and interested teachers will have the opportunity to apply for the job. However, when a reduction in periods taught is necessary for a person whose teaching schedule already includes a reduced number of classes, the Administration will not be required to repost the position.

13.10 Internal Coverage: The use of teachers during planning and conference periods to cover other classes of a teacher who must be absent should be limited to emergency situations and advance notice should be provided to teachers so assigned at the earliest possible time. Internal coverage should not be used in place of a needed substitute teacher when a reasonable amount of time is available to obtain a substitute teacher. When a teacher, not including an Administrator, does serve one or more periods as internal coverage, said teacher will receive payment of 1/7 substitute daily rate for each period served.

13.11 Each Department Chair and the Director of Learning Resources and Information Technology shall be scheduled for no more than two (2) teaching assignments (or the equivalent, for a science teacher) per semester. Each Department Chair and the Director of Learning Resources and Information Technology shall under normal circumstances receive thirteen (13) summer work days to use if the Department Chair or Director of Learning Resources and Information Technology deems necessary. However, if in the development of any school year's budget it becomes necessary to eliminate or reduce the number of summer work days, the Assistant Superintendent/Head of School shall have the authority to do so, provided that reductions are made equally to all affected individuals and that Department Chairs and the Director of Learning Resources and Information Technology are notified of such reductions after the budget has been passed through referendum but prior to the end of the school year. Additional summer work days may be granted at the sole discretion of the Assistant Superintendent/Head of School after consultation with the Department Chair or Director of Learning Resources and Information Technology.

13.12 Each Instructional Leader Across the Disciplines shall maintain a certification as "Intermediate Administrator" (092). Each Instructional Leader Across the Disciplines shall be scheduled for no more than four (4) teaching assignments (or the equivalent, for a science teacher) per semester with the primary goal of observation, supervision, and evaluation of certified teachers as assigned by the Administration. Each Instructional Leader Across the Disciplines shall under normal circumstances receive at least two (2) summer work days to use if the Instructional Leader Across the Disciplines deems necessary. However, if in the development of any school year's budget it becomes necessary to eliminate or reduce the number of summer work days, the Assistant Superintendent/Head of School shall have the authority to do so, provided that reductions are made equally to all affected individuals and that the Instructional Leaders Across the Disciplines are notified of such reductions after the budget has been passed through referendum but prior to the end of the school year. Additional summer work days may be granted at the sole discretion of the Assistant Superintendent/Head of School after consultation with the Instructional Leader Across the Disciplines.

13.13 Each Instructional Leader shall under normal circumstances receive at least two (2) summer work days to use if the Instructional Leader deems necessary. However, if in the development of any school year's budget it becomes necessary to eliminate or reduce the number of summer work days, the Assistant Superintendent/Head of School shall have the authority to do so, provided that reductions are made equally to all affected individuals and that the Instructional

Leaders are notified of such reductions after the budget has been passed through referendum but prior to the end of the school year. Additional summer work days may be granted at the sole discretion of the Assistant Superintendent/Head of School after consultation with the Instructional Leader.

13.14 Teachers shall attend all general faculty meetings and all department meetings, except as excused in advance by the Assistant Superintendent/Head of School or in his absence the Assistant Superintendent for Curriculum and Instruction. In emergency situations, notification of the Assistant Superintendent/Head of School or the Assistant Superintendent for Curriculum and Instruction will be sufficient. This does not apply to individuals out of the building on approved leave on the day of the meeting. This also does not apply to any coach in season, who does not have an assistant coach, or to any coach in season whose athletes must attend an athletic contest during the time of the particular meeting. A coach in season who has an assistant coach is expected to have the assistant coach supervise a practice during the time of the particular meeting, except that if both the coach and the assistant coach have meeting responsibilities after school, the Administrator for Athletics/Health and Physical Education will determine which coach should attend the particular meeting and which coach should supervise the practice. Any faculty member who is excused from attending a meeting is responsible for contacting the Assistant Superintendent/Head of School, or, for a department meeting, the Department Chair, to obtain information from the meeting. This provision of the Agreement applies only to those teachers filling teaching assignments that are more than 45%.

13.15 All full-time and part-time teachers shall be responsible for providing necessary academic materials for students in the event of the responsible teacher's absence up to seven (7) consecutive days. The material may be such that the students can advance through the curriculum in a self-directed manner. Any teacher absent longer than seven (7) consecutive days shall communicate with the Assistant Superintendent/Head of School and the department chair regarding long-term lesson plans. In the event of a serious illness and/or injury preventing communication, a doctor's note will be sufficient.

13.16 The Board, upon the recommendation of the Superintendent, may approve a request made by a tenured full-time teacher to reduce his/her schedule for one academic year. Such modification may include a reduction of non-instructional and/or instructional assignments. Compensation for such arrangements will be calculated on the basis of the payment formula listed in Article VIII (8.4) of the collective bargaining agreement between the Board and the Association. Reductions may include courses and/or administrative assignments, but shall not include planning and conference periods.

The discretion whether or not to grant such a modification shall rest solely with the Board and shall not be subject to the grievance and arbitration provisions of the collective bargaining agreement between the Board and the Association. Further, the Board's disposition of any such request will have no precedential value on the disposition of any other such request.

The Association shall be copied on any such request. The Association shall also receive a copy of the Superintendent's final disposition of any such request.

In considering any such request, the Superintendent or his/her designee will consider the impact of any preferential scheduling on the workload or workday of other teachers. "Preferential

scheduling" includes, but is not limited to, changes to the beginning and/or end of the normal workday, the clustering of a teacher's scheduled classes, or any other schedule adjustment.

Under normal circumstances, a teacher requesting a temporary reduction in assignments shall submit a written request to the Superintendent prior to March 1 of the academic year preceding the academic year for which the change is requested. The Superintendent will not consider any request until the March 1 deadline has lapsed.

A return to full-time status will be allowed only on the first day of any given academic year, or on the first day of the second semester at the Superintendent's discretion.

Teachers requesting a return to full-time status shall notify the Superintendent in writing by January 30th of the academic year preceding the academic year of the requested return. Failure to so notify the Superintendent shall be construed as an automatic resignation. Neither the Board nor its agents shall have any duty to inquire as to a teacher's intention concerning return to full-time status.

The teacher shall be allowed to return to a full-time position for which he/she is duly certified and qualified, only if such a position has not been eliminated. All provisions of the Agreement, including those regarding reduction in force, remain in effect for the teacher.

13.17 No written document shall be placed in a teacher's personnel file unless he or she is given a copy with clear indication that it is being placed in his or her personnel file. The teacher shall have the right to attach a reply to the document.

13.18 Recognizing that teachers differ in their particular responsibilities, the Board and the Association affirm the concept that all teachers deserve equitable space in which to work, both in direct instruction and outside of direct instruction. The Administration and the Association will meet as needed to review the distribution of classroom and non-classroom space.

ARTICLE XIV

LEAVES OF ABSENCE

14.1 Sick Leave.

14.1(a) As used herein, "Sick leave" is defined as an absence from work because of personal illness, injury or other physical or mental disability (including but not limited to disabilities connected with pregnancy).

14.1(b) The benefits set forth herein will be used only for periods of "sick leave."

14.1(c) Each full-time and part-time teacher shall be allowed a maximum of fifteen (15) days sick leave per year without loss of pay. Each Administrator and full-year teacher shall be allowed a maximum of fifteen (15) days sick leave per year without loss of pay.

14.1(d) Each full-time and part-time teacher and Administrator may accumulate his/her unused sick leave from year to year up to a maximum of 180 days, grandfathering those hired prior to July 1, 2006, who can accumulate up to 225 days.

14.1(e) When a teacher exhausts his/her accumulated sick leave as described in subparagraphs 14.1(a) and 14.1(b), he/she will be entitled to an additional sick leave up to a maximum of five (5) work days, at partial per diem reimbursement calculated by taking the difference between his/her per diem rate and that of a substitute working at the base rate for new substitute teachers. After those five (5) work days, the teacher may be entitled to an additional sick leave at partial per diem reimbursement of ten (10) work days, subject to the approval of the Superintendent. The Superintendent may require a statement from a physician that certifies the employee's inability to work.

14.1(f) Sick leave benefits will be applied in increments of no less than a day's pay except as provided in this subsection and paragraph 14.1(g) below and paragraph 14.1(e) above. Where the disability arises out of and in the course of the teacher's employment, sick leave shall be applied on a pro rata basis to make up the difference, if any, between the teacher's per diem rate of pay (calculated on the basis of his/her annual salary rate) and the per diem amount he/she receives from worker's compensation or from any other disability benefits which the Board provides.

14.1(g) Up to a maximum of thirty (30) work days will be allowed for absence sustained by injury in the course of employment with full per diem pay, less the amount paid by workers' compensation insurance or other disability insurance provided by the Board, without deduction from accumulated sick leave. The Board reserves the right to have the teacher examined by an individual designated by the Board for the purpose of establishing the length of time appropriate for such leave. The Superintendent and the Assistant Superintendent/Head of School have the right to request and shall be provided a statement from a physician that certifies the employee's inability to work. The request for a doctor's letter shall be made within three (3) days after the teacher or Administrator returns to school. Such letter shall be delivered within five (5) school days thereafter. Should such documentation not be provided, the teacher will be considered absent without approval.

14.1(h) The Superintendent of Schools, with just cause, has the right to direct a teacher to take sick leave.

14.1(i) In any case where absence caused by a medical disability can be anticipated, the teacher will notify the Superintendent or his/her designee in writing of the nature of the disability and the anticipated period of absence as soon as he/she has knowledge of the condition giving rise to the disability.

As soon as practicable thereafter, the teacher will supply the Superintendent or his/her designee with a statement from his/her physician certifying the nature of the disability and the anticipated period of absence.

Thereafter, the teacher will keep the Superintendent or his/her designee apprised of any changes in (and more specific information relative to) the anticipated period of disability.

The teacher will supply the Superintendent or his/her designee with a statement from his/her physician certifying the date upon which the disability terminated or will terminate and the date upon which the teacher is medically able to resume his/her duties as a teacher.

14.1(j) No teacher will be permitted to return from sick leave unless and until he/she is physically and mentally fit, and, where requested by the Superintendent or his/her designee, the teacher will supply the Superintendent or his/her designee with a physician's certificate attesting to the fact that he/she is able to resume his/her duties as a teacher.

14.1(k) Sick leave utilized by a teacher pursuant to paragraphs 14.1(c), 14.1(d) and 14.1(e) will not be deducted from the teacher's length of service for determining placement on the salary schedule. Insurance coverage provided by the Board will be continued in effect during any period of sick leave taken pursuant to paragraphs 14.1(c), 14.1(d) and 14.1(e).

14.1(l) Sick leave may not be used for or applied to absences for any reason other than illness or injury of the teacher or Administrator. In the event sick leave is taken on the day before or after a holiday or vacation, the Superintendent or his or her designee may require the employee to submit a doctor's note substantiating the employee's inability to work on the day or days on which he or she was absent. The request for a doctor's letter shall be made within three (3) days after the teacher or Administrator returns to school. Such letter shall be delivered within five (5) school days thereafter. If such documentation is not provided, the teacher will be considered absent without approval.

14.1(m) In cases of extended sick leave (beyond ten (10) school days), the Superintendent or the Assistant Superintendent/Head of School may require a statement from the teacher's physician that certifies the degree to which the employee is able to interact periodically with school personnel regarding matters important to maintaining instructional continuity for the teacher's assigned classes during his/her absence.

14.2 Other Leaves. The following absences are permitted on an annual basis without loss of pay but are non-cumulative from year to year:

14.2(a) Personal Leave.

14.2(a)(1) Up to a maximum of three (3) days off without loss of pay for personal, legal, or household matters which cannot be handled outside normal working hours. Such matters may include court appearances, or real estate closings. An additional day off without loss of pay, for personal matters, may be granted at the discretion of the Administration.

14.2(a)(2) The leaves set forth in paragraph 14.2(a)(1) above will be granted only with the permission of the Assistant Superintendent/Head of School in response to a request made in advance (except in case of emergency); and the Assistant Superintendent/Head of School may require a statement as to the reason for the request. Normally requests for such leave shall not be granted for days immediately preceding or following a school holiday or recess.

14.2(b) Additional Leave. Up to a maximum of eleven (11) days off annually (not cumulative) without loss of pay for leaves due to death in the family, family illness or religious observances.

For purposes of this section, family shall mean teacher's spouse or partner in a civil union, lineals and collaterals, and lineal and collateral relatives of teacher's spouse or partner in a civil union. However, two of the eleven days may be utilized for the death or illness of an individual not covered by this definition of "family."

The Assistant Superintendent/Head of School may require a statement as to the reason for the request for the leave.

14.2(c) Any of the provisions contained herein may be extended upon the recommendation of the Superintendent of Schools and upon approval of the Board.

14.2(d) Sabbatical Leave. Sabbatical leaves may be available to certificated employees under the following conditions:

14.2(d)(1) Qualifications: Minimum of seven (7) years certificated teaching and at least seven (7) years in Regional District #9.

14.2(d)(2) Frequency: One each seven (7) years.

14.2(d)(3) Number per year: No more than two (2) members of the current staff may be on sabbatical per academic year.

14.2(d)(4) Financial Arrangements:

14.2(d)(4)(a) The teacher on sabbatical shall receive 3/4 of his/her normal salary;

14.2(d)(4)(b) The teacher shall receive his/her normal increments;

14.2(d)(4)(c) The full retirement is to be deducted from the portion of full salary that comprises leave pay;

14.2(d)(4)(d) Whenever practical, teachers may continue membership in Board provided health insurance as under normal terms of employment;

14.2(d)(4)(e) No provision(s) of this Section shall preclude the acceptance of scholarship, fellowship, and/or other financial stipend to

facilitate advanced study by a teacher while on leave under this Section.

14.2(d)(4)(f) In-lieu of payments will not be eligible to employees on sabbatical.

14.2(d)(5) Condition: Sabbatical leaves granted on a semester and/or full year basis shall be with provision that the recipient will return to Regional District #9 of the Office of the Superintendent of Schools for a period equal to that of the leave of absence or will become liable for repayment of the salary received while on leave.

14.2(d)(6) Reports: The Board of Education, through the Superintendent, will determine the number and kind of reports it may require of the teacher while on leave.

14.2(d)(7) Method of Application: The teacher shall submit a written application for a sabbatical to the Superintendent before December 1st of the preceding academic year.

14.2(d)(8) Method of Selection: A screening committee shall be established consisting of six (6) members. They shall be:

(1) the Superintendent,
(2) the Assistant Superintendent/Head of School,
(3) two members of the Board of Education, one from each town,
(4) a Department Chair/Director or designee, and
(5) a member of the Association.

The Department Chair/Director or designee and the Association member are to be selected by the full membership of the Association to serve a one year term on the selection committee. The procedure for their selection will be left to the discretion of the Association.

14.2(d)(9) The screening committee shall interview all applicants for the sabbatical. They shall then submit to the full Board of Education all applications with the recommendations for the recipients and an alternate.

14.2(d)(10) The Board of Education will take no action on sabbatical applications until they have received the recommendations of the screening committee through the Superintendent.

14.2(d)(11) The screening committee shall submit its recommendations to the Board of Education no later than the first regularly scheduled Board meeting in February.

14.2(d)(12) The screening committee shall not consider any application before December 1st preceding the academic sabbatical year.

14.2(d)(13) Teachers who have received a sabbatical are obliged to inform the committee as soon as possible if they cannot accept the sabbatical.

14.2(d)(14) Regardless of the recommendation of the screening committee, the final decision as to whether a sabbatical shall be granted, and the selection of the sabbatical participant will rest with the discretion of the Board of Education.

14.2(d)(15) The Superintendent will inform the applicant of the decision and the reasons for denial.

14.2(e) Short Term Leaves of Absence.

14.2(e)(1) A teacher who is required to participate in a short-term military activity (e.g., Reserve, National Guard activities) during the school year shall be granted leave for this purpose. The rate of pay for the duration of the leave shall be the difference between the teacher's regular salary and his/her military pay.
14.2(e)(2) A teacher who is required to appear in court or to be present at a hearing or similar legal or quasi-legal activity, and his/her appearance or attendance is in the capacity of employee of Regional District #9 and for the benefit of Regional District #9 shall be granted leave without loss of pay for this purpose.

14.2(e)(3) When in the judgment of the Superintendent, a teacher's attendance at a convention or conference or the observation of an activity in another school, institution or agency or consultation with other professionals or experts will contribute to the effectiveness of the instructional program, he/she may be granted leave for such purpose. A teacher who is granted such leave shall incur no loss of pay and shall be reimbursed for all normal, reasonable expenses, as approved by the Superintendent.

14.2(e)(4) The Superintendent of Schools may authorize short-term leaves of absence with pay at his/her discretion.

14.2(e)(5) No leaves of absence granted under provisions of paragraphs 14.2(e)(1) through 14.2(e)(4) of this section shall be charged against any other leave provisions.

14.2(f) Extended Leaves of Absence.

14.2(f)(1) The Board, upon the recommendation of the Superintendent, may grant leaves of absence, without pay or benefits, for one year, renewable upon timely application for an additional year.

14.2(f)(2) The discretion whether or not to grant or renew such leaves shall rest with the Board. Such leaves may be granted only to tenured teachers.

14.2(f)(3) Under normal circumstances, a teacher requesting a leave of absence shall submit a written application to the Superintendent prior to March 1st of the academic year preceding the academic year for which the leave is requested. The

discretion to grant leaves of absence requested later than the March 1st deadline is reserved to the Board.

14.2(f)(4) Under normal circumstances return from extended leave of absence will be allowed only on the first day of any given academic year. The discretion to vary that date is reserved to the Board.

14.2(f)(5) Teachers requesting return from extended leave of absence or renewal of their leaves for an additional year shall notify the Superintendent in writing (by registered or certified mail, return receipt requested) on or before January 1st of the academic year preceding the academic year of requested return. Failure to so request return or renewal shall be construed as an automatic resignation. Neither the Board nor its agents shall have any duty to inquire as to a teacher's intention concerning return from leave.

14.2(f)(6) Subject to 14.2(f)(1), 14.2(f)(2), 14.2(f)(4) and 14.2(f)(5) above, a teacher shall be allowed to return to a position for which he/she is certified and qualified, if such a position has not been eliminated.

14.2(f)(7) Teachers on extended leave of absence may continue coverage under group health and life insurance policies at their own expense, provided the insurance carriers permit such inclusion.

14.2(g) Childrearing Leave.

14.2(g)(1) Any tenured certified professional employee shall be entitled, upon written request submitted 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) for the remaining portion of the school year in which the child is born, adopted or fostered. If the child is born, adopted or fostered after May 1, the leave may continue throughout the following school year.

14.2(g)(2) Childrearing leave, like other extended leaves, shall be subject to these provisions: employees requesting leave shall submit not less than sixty (60) days written notice of anticipated date of ending performance of duties, and shall include the date of return from the requested leave. Except as provided above, the date of return must be at the beginning of a school year prior to the anniversary of the start of the leave. The Superintendent has the discretion to consider a date of return other than the beginning of a school year.

14.2(g)(3) Teachers requesting return from child-rearing leave shall notify the Superintendent in writing (by registered or certified mail, return receipt requested) not less than sixty (60) days before the date of return specified. Failure to so notify the Superintendent shall be construed as an automatic resignation. Neither the Board nor its agents shall have any duty to inquire as to a teacher's intention concerning return from leave.

14.2(g)(4) The Superintendent may extend the provisions of 14.2(g) to non-tenured teachers and any such extension or denial of extension shall not be subject to the

grievance and arbitration provisions of this Agreement. Further, the Superintendent's disposition of any request for leave under this paragraph will have no precedential value on the disposition of any other such request.

ARTICLE XV

ASSOCIATION RIGHTS AND RESPONSIBILITIES

15.1 The Association will have the right to use the school building without cost at reasonable times for meetings.

15.2 There will be one bulletin board in the faculty lounge for the purpose of displaying notices, circulars, and other Association material. Advance approval of the Assistant Superintendent/Head of School will not be required.

15.3 The Association will be provided with copies of minutes of all official Board meetings. A copy of the agenda of said Board meetings will be given to the Association prior to the meeting.

15.4 The Association shall reimburse the school for all school materials (paper, copying, etc.) used by the Association.

15.5 The Board will allow the President of the Joel Barlow Education Association reasonable released time to assist him/her in the execution of his/her duties as a teacher and Association President.

15.5(a) In addition to his/her normal planning and preparation period, the President of the JBEA will be excluded from administrative assignments for the duration of his/her presidency.

15.5(b) The President of the JBEA will be charged with using the released time made available to him/her to carry on school/Association business. He/She will be available throughout the day not only to faculty members, but also to the Assistant Superintendent/Head of School, the Superintendent of Schools, the Board of Education and the Director of Finance and Operations.

15.6 An attempt will be made to provide the Association with storage space within the school facilities.

15.7 The Association shall have the right to be involved in the planning of programs for professional development.

15.8 Monday afternoons will be utilized primarily for faculty, department, sub-department, and Association meetings. At least ten Monday afternoons throughout the year will be reserved for meetings of the Association to be utilized at its exclusive discretion. Prior to or on the first day of the school year, the Administration will publish to all teachers the schedule of faculty, department, and sub-department meetings for the upcoming school year.

ARTICLE XVI

POLICY BOOK

16.1 The Board shall provide public access via its website to updated Board policies. It is the responsibility of all certified staff covered under this agreement to abide by all policies of the Board of Education. New and modified policies will be communicated to the Association via Board of Education minutes. The Association will take responsibility for communication of the new and modified policies to its membership. It shall be the responsibility of the Administration to provide electronic copies of Board of Education meeting minutes.

ARTICLE XVII

DISTRIBUTION OF AGREEMENT

17.1 The Association will take responsibility for the physical photocopying and distribution of this Agreement or any successor Agreement to the teachers. The Board and the Association will share equally in the cost of the photocopying.

ARTICLE XVIII

SEVERABILITY

18.1 In the event that any provision or portion of this Agreement is ruled wholly or partially invalid by a court of competent legal jurisdiction, or by supervening legislative enactment, the balance and remainder of the Agreement shall remain in full force and effect.

ARTICLE XIX

CHILD TUITION

19.1 Nonresident teachers employed by the District shall be allowed to have their high school aged children attend Joel Barlow High School by paying to the Board a tuition calculated as 20% of the per pupil cost to the District for the preceding school year. Such teachers will be responsible for the transportation of their children to and from school. Any extra costs beyond the regular school program that are directly attributable to the child of such nonresident teacher, including any special education costs, shall be paid in their entirety by the teacher. Payment of such tuition and/or costs shall be made through payroll deduction. No calculation of tuition or costs under this section shall be subject to challenge under the grievance and arbitration provisions of this Agreement. No student currently excluded by expulsion from another school district will be eligible for such admittance during the period of expulsion.

ARTICLE XX

EARLY RETIREMENT PLAN

20.1 The Board at its discretion may decide to offer Early Retirement Plans during the lifetime of this contract.

ARTICLE XXI

JUST CAUSE

21.1 No teacher shall be given a written reprimand, suspended without pay or discharged without just cause. Claims regarding discharge are not subject to the grievance and arbitration provisions of this Agreement, but instead must be pursued, if at all, under Connecticut General Statutes Section 10-151.

ARTICLE XXII

LONG TERM SUBSTITUTE TEACHERS

22.1 A long term substitute teacher will be compensated on the first step of the salary grid commensurate with his/her level of education. After the sixty-fifth (65th) day of service in the same assignment, the long term substitute will receive 1.5 sick days per month of service, accumulating back to the forty-first (41st) day of service in that same assignment. After the ninetieth (90th) day of the same assignment, the long term substitute will be placed on the salary grid consistent with Articles V and VI of this Agreement and receive retroactive pay to the forty-first (41st) day of service in that same assignment. No other benefits shall be granted to a long term substitute teacher.

ARTICLE XXIII

DURATION

23.1 This Agreement shall be in effect from July 1, 2018, to and including June 30, 2021.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on February 1, 2018.

BOARD OF EDUCATION
REGIONAL DISTRICT #9

By: _____
Mike D'Agostino, Chairman

JOEL BARLOW EDUCATION ASSOCIATION

By: _____
Édouard Smith, President

Appendix A

Grievance Form

I._____

Grievant's Name Position School Name of Supervisor or Principal

II. Facts on which grievance is based:

III. Article, Section and Subsection of Agreement on which grievance is based:

Article _____ Section _____ Subsection _____

IV. Remedy Requested:

Grievant's Signature JBEA Signature

_____ _____

Name Name

Date _____ Position _____

Appendix A

Response by Assistant Superintendent/Head of School

Step 1

Grievance received by _____ of the Assistant Superintendent/Head of School's Office on _____ (date).

ANSWER:

_____ _____

(Assistant Superintendent/Head of School or Designee) (Date)

Appendix A

Response by Superintendent

Step 2

Grievance received by _____ of the Superintendent's Office on _____ (date).

ANSWER:

_____ _____

(Superintendent or Designee) (Date)

Appendix A

Step 3 Grievance

Grievance received by _____ of the Superintendent's Office on _____ (date) for transmittal to the Board.

ANSWER OF THE BOARD:

_____ _____

Signature Date

Appendix B

Teacher's Initial Contract

The Board of Education of Regional School District No.9, in the State of Connecticut, hereby agrees to employ _____ (to whom the term "teacher" hereinafter refers) and said teacher hereby agrees to serve, under the direction of the Superintendent of Schools, as a teacher in the public schools of said District for the period beginning on or about _____ and ending _____, subject to the conditions stated below.

In accordance with the provisions of the prevailing salary schedule of the Board of Education for said District, the Board hereby agrees to pay said teacher, and said teacher hereby agrees to accept, for service during the above-stated period, an annual salary of $_____* in biweekly installments and subject to deductions required by law and other agreed-to deductions which the teacher may in writing authorize.

This contract shall be renewed annually by operation of law during the period of said teacher's first forty (40) school months of continuous employment should he or she not have previously earned tenure in another teaching position, or twenty (20) continuous months of employment by said Board if he or she has previously earned tenure, unless the teacher has been notified in writing prior to April first in one school year that the contract will not be renewed for the following year. This contract may be terminated by mutual consent at any time. It may be terminated by the Board for cause as provided by statute. The teacher may resign for good reason by submitting at least thirty (30) days' written notice at any time except during the month of August, during which month, unless the contract has been terminated by mutual consent or Board action, the teacher will submit at least sixty (60) days written notice. The teacher may, upon written request filed with the Board, pursuant to law, be entitled to a hearing before the Board. The teacher shall have the right to appear with counsel of his/her choice at such hearing. This contract is subject to the Statutes of the State of Connecticut, Federal Law, and the rules and regulations of the Board of Education.

SIGNED:

Board of Education
Regional School District #9

_____ _____

Chair Superintendent

Date: _____ _____

Appendix C

Teacher's Annual Salary Agreement

_____ (to whom the term "teacher" hereinafter refers), employed as a teacher in the public schools of Regional School District #9, Easton-Redding, Connecticut, is hereby notified that the Board of Education of said District agrees, in accordance with the provisions of the prevailing salary schedule of the Board of Education for said District, to pay said teacher for the school year beginning _____ and ending _____ an annual salary of $_____ in periodic installments, payable as follows: Commencing on the first Friday following the opening of school and subject to required deductions for the State Teachers' Retirement Fund and the United States Withholding Tax, and other agreed-to deductions which the teacher may authorize in writing.

Said teacher hereby agrees to accept the above-stated salary in return for services during the above-stated period.

This salary agreement shall become operative when properly signed in duplicate and one copy returned by the teacher to the office of the Superintendent of Schools. If not signed and returned by the teacher on or before _____, a written statement of the reason must be submitted to the office of the Superintendent by this date.

SIGNED:

Teacher: _____ Board of Education of Regional District #9

Date _____ By_____

Superintendent

Date: _____

Appendix D

Salary Schedules 2018 - 2019*

Step	BA	MA	*MA +15 (frozen)***	MA + 30	MA + 60	PhD.
1	$ 55,668	$ 62,064	*$ 63,638*	$ 66,001	$ 69,270	$ 72,538
2	$ 58,288	$ 63,818	*$ 65,522*	$ 68,076	$ 71,426	$ 74,780
3	$ 61,358	$ 65,624	*$ 67,259*	$ 69,714	$ 73,205	$ 76,695
4	$ 63,092	$ 67,653	*$ 69,446*	$ 72,130	$ 75,622	$ 79,111
5	$ 64,876	$ 69,747	*$ 71,823*	$ 74,940	$ 78,675	$ 82,407
6	$ 66,711	$ 71,904	*$ 73,967*	$ 77,059	$ 80,897	$ 84,735
7	$ 68,597	$ 74,129	*$ 76,402*	$ 79,814	$ 83,472	$ 87,134
8	$ 70,466	$ 76,618	*$ 79,036*	$ 82,666	$ 86,130	$ 89,596
9	$ 72,830	$ 79,355	*$ 81,896*	$ 85,707	$ 88,919	$ 92,129
10	$ 75,667	$ 82,189	*$ 84,823*	$ 88,770	$ 91,632	$ 94,493
11	$ 78,535	$ 85,127	*$ 87,891*	$ 92,037	$ 94,476	$ 96,915
12	$ 82,807	$ 88,170	*$ 91,032*	$ 95,328	$ 97,362	$ 99,402
13		$ 91,223	*$ 94,269*	$ 98,833	$101,191	$103,543
14		$ 94,581	*$ 97,825*	$102,687	$105,554	$108,423
15		$ 97,961	*$ 101,147*	$105,915	$109,722	$113,531
16		$ 103,764	*$106,314*	$112,539	$116,773	$121,006

* Increases 1.6% over 2017-2018 for non-administrative members at the maximum step of their pay ladder and 1.1% for all other members.

** Beginning with the 2015-2016 school year, advancement up the M.A. +15 pay ladder will be restricted to members who are already on that ladder for the 2014-2015 school year. The M.A. +15 ladder will not be available to any other members of the Association.

Appendix D

Salary Schedules 2019 - 2020*

Step	BA	MA	*MA +15 (frozen)***	MA + 30	MA + 60	PhD.
1	$ 56,280	$ 62,747	*$ 64,338*	$ 66,727	$ 70,032	$ 73,336
2	$ 58,929	$ 64,520	*$ 66,243*	$ 68,825	$ 72,212	$ 75,602
3	$ 62,033	$ 66,346	*$ 67,999*	$ 70,480	$ 74,011	$ 77,539
4	$ 63,786	$ 68,397	*$ 70,209*	$ 72,923	$ 76,454	$ 79,981
5	$ 65,590	$ 70,514	*$ 72,614*	$ 75,765	$ 79,540	$ 83,313
6	$ 67,445	$ 72,695	*$ 74,780*	$ 77,907	$ 81,787	$ 85,667
7	$ 69,352	$ 74,944	*$ 77,243*	$ 80,692	$ 84,390	$ 88,093
8	$ 71,241	$ 77,460	*$ 79,905*	$ 83,576	$ 87,078	$ 90,581
9	$ 73,632	$ 80,228	*$ 82,797*	$ 86,649	$ 89,898	$ 93,143
10	$ 76,500	$ 83,093	*$ 85,756*	$ 89,746	$ 92,640	$ 95,533
11	$ 79,399	$ 86,064	*$ 88,858*	$ 93,050	$ 95,515	$ 97,982
12	$ 84,132	$ 89,140	*$ 92,034*	$ 96,377	$ 98,433	$100,495
13		$ 92,226	*$ 95,306*	$ 99,921	$102,304	$104,682
14		$ 95,621	*$ 98,901*	$103,817	$106,716	$109,615
15		$ 99,038	*$102,259*	$107,080	$110,929	$114,780
16		$105,424	*$108,015*	$114,340	$118,641	$122,942

* Increases 1.6% over 2018-2019 for non-administrative members at the maximum step of their pay ladder and 1.1% for all other members.

** Beginning with the 2015-2016 school year, advancement up the M.A. +15 pay ladder will be restricted to members who are already on that ladder for the 2014-2015 school year. The M.A. +15 ladder will not be available to any other members of the Association.

Appendix D

Salary Schedules 2020 - 2021*

Step	BA	MA	*MA +15 (frozen)***	MA + 30	MA + 60	PhD.
1	$ 56,899	$ 63,437	*$ 65,046*	$ 67,461	$ 70,802	$ 74,143
2	$ 59,578	$ 65,230	*$ 66,971*	$ 69,582	$ 73,006	$ 76,434
3	$ 62,715	$ 67,076	*$ 68,747*	$ 71,256	$ 74,825	$ 78,392
4	$ 64,488	$ 69,150	*$ 70,982*	$ 73,725	$ 77,295	$ 80,861
5	$ 66,311	$ 71,290	*$ 73,412*	$ 76,598	$ 80,415	$ 84,230
6	$ 68,187	$ 73,495	*$ 75,603*	$ 78,764	$ 82,687	$ 86,609
7	$ 70,115	$ 75,768	*$ 78,092*	$ 81,580	$ 85,319	$ 89,062
8	$ 72,024	$ 78,312	*$ 80,784*	$ 84,495	$ 88,035	$ 91,578
9	$ 74,441	$ 81,111	*$ 83,708*	$ 87,602	$ 90,886	$ 94,167
10	$ 77,341	$ 84,007	*$ 86,699*	$ 90,734	$ 93,659	$ 96,583
11	$ 80,273	$ 87,010	*$ 89,836*	$ 94,073	$ 96,566	$ 99,059
12	$ 85,478	$ 90,121	*$ 93,046*	$ 97,437	$ 99,516	$101,600
13		$ 93,240	*$ 96,354*	$101,020	$103,429	$105,833
14		$ 96,673	*$ 99,989*	$104,959	$107,889	$110,821
15		$100,128	*$103,384*	$108,258	$112,149	$116,043
16		$107,111	*$109,744*	$116,169	$120,540	$124,909

* Increases 1.6% over 2019-2020 for non-administrative members at the maximum step of their pay ladder and 1.1% for all other members.

** Beginning with the 2015-2016 school year, advancement up the M.A. +15 pay ladder will be restricted to members who are already on that ladder for the 2014-2015 school year. The M.A. +15 ladder will not be available to any other members of the Association.

Appendix E

Full-Year Salaries & Extra Duty Stipends (Cf. 4.2)

Category A: Extra-Curricular, Non-Athletic Stipends

TIER 1

Except where expressly noted, stipends in Category A will be paid at the negotiated rate to be divided amongst any/all persons appointed to and serving in the position. Exception: Grade level advisors (2 each).

Stipended Position	2018-19	2019-20	2020-21
Assets Coordinator	$1,050	$1,062	$1,074
Building Communities	1,050	1,062	1,074
CDA Technical Director	1,050	1,062	1,074
Challenge Bowl Advisor	1,050	1,062	1,074
Chess Team	1,050	1,062	1,074
Debate Assistant	1,050	1,062	1,074
Euro-Challenge	1,050	1,062	1,074
French National Honor Society	1,050	1,062	1,074
Grade 9 Advisors (2) (per teacher)	838	847	857
Grade 10 Advisors (2) (per teacher)	1,124	1,137	1,149
Literary Magazine	1,050	1,062	1,074
Mock Trial	1,050	1,062	1,074
Model U.N.	1,050	1,062	1,074
Murals Club	1,050	1,062	1,074
Musical Assistant Producer	1,050	1,062	1,074
Musical Technical Director	1,050	1,062	1,074
Play Assistant Producer	1,050	1,062	1,074
Play Technical Director	1,050	1,062	1,074
R.E.A.C.T	1,050	1,062	1,074
R.E.A.C.T. Assistant	625	632	639
Spanish National Honor Society	1,050	1,062	1,074

TIER 2

Except where expressly noted, stipends in Category A will be paid at the negotiated rate to be divided amongst any/all persons appointed to and serving in the position. Exception: Grade level advisors (2 each).

Stipended Position	2018-19	2019-20	2020-21
Barlow Keller Connections	$1,873	$1,894	$1,915
Barlow Palooza	1,873	1,894	1,915
CDA Producer	1,873	1,894	1,915
Choir, a capella	1,873	1,894	1,915
F.B.L.A.	1,614	1,631	1,649
Grade 11 Advisors (2) (per teacher)	1,614	1,631	1,649
Math Team	1,614	1,631	1,649
Musical Choreographer	1,327	1,342	1,357
Musical Producer	1,873	1,894	1,915
National Honor Society	1,873	1,894	1,915
Newspaper Advisor	1,873	1,894	1,915
Peer Counseling	1,873	1,894	1,915
Play Producer	1,873	1,894	1,915
RobAutics Assistant	1,614	1,631	1,649
Science Research Advisor	1,873	1,894	1,915
Student Council Advisor, Assistant	1,614	1,631	1,649
Tri-M Advisor	1,873	1,894	1,915

TIER 3

Except where expressly noted, stipends in Category A will be paid at the negotiated rate to be divided amongst any/all persons appointed to and serving in the position. Exception: Grade level advisors (2 each).

Stipended Position	2018-19	2019-20	2020-21
CDA Director	2,721	2,751	2,781
Grade 12 Advisors (2) (per teacher)	2,851	2,882	2,914
Musical Music Director	$3,077	$3,111	$3,146
Play Director	3,077	3,111	3,146
Student Council Advisor	2,851	2,882	2,914
RobAutics Advisor	2,851	2,882	2,914
Yearbook Assistant	2,468	2,495	2,522

TIER 4

Except where expressly noted, stipends in Category A will be paid at the negotiated rate to be divided amongst any/all persons appointed to and serving in the position. Exception: Grade level advisors (2 each).

Stipended Position	2018-19	2019-20	2020-21
Captains' Challenge, Project Adventure (hourly rate linked to chaperone pay, up to 270 hours/year)	*$ TBD*	*$ TBD*	*$ TBD*
Debate Advisor	3,915	3,958	4,001
Musical Director	4,194	4,240	4,286
Yearbook Advisor	5,113	5,169	5,226

Appendix E

Category B: Not associated with payment. See 4.2, Category B.

Appendix E

Full-Year Salaries & Extra Duty Stipends (Cf. 4.2)

Category C: Operational Stipends

Stipended Position	2018-19	2019-20	2020-21
Director of Independent Study & Online Learning	$1,741	$1,760	$1,779
Graduation Coordinator (per teacher)	422	426	431
National Board Certification Cohort Team Leader (must hold National Board Certification)	1,050	1,062	1,074
9th Grade Team Coordinator	1,050	1,062	1,074
Peer Practice Coach	1,594	1,612	1,630
TCC Member	625	632	639
TEAM Mentor	1,327	1,342	1,357

Appendix E

Full-Year Salaries & Extra Duty Stipends (Cf. 4.2)

Category D: Full-Year Salaries & Leadership Stipends

Stipended Position	2018-19	2019-20	2020-21
Assistant Principal	$148,198	$149,829	$151,477
Annuity for Assistant Principal	5,055	5,111	5,167
Administrator for Athletics / Health and Physical Education	148,198	149,829	151,477
Annuity for Administrator for Athletics / Health and Physical Education	5,055	5,111	5,167
Director of Special Education Services	144,211	145,797	147,401
Annuity for Director of Special Education Services	3,539	3,577	3,617
Director of Guidance	140,224	141,766	143,326
Annuity for Director of Guidance	3,539	3,577	3,617
Dean of Students & Director of Student Activities	140,224	141,766	143,326
Dean of Students Annuity	3,539	3,577	3,617
Department Chair of Math, Business, Science, & Technology	13,078	13,222	13,368
Department Chair of Humanities	13,078	13,222	13,368
Department Chair of Special Education	13,078	13,222	13,368
Director of Learning Resources and Information Technology	11,054	11,176	11,299
Instructional Leader with 092 certification	7,515	7,597	7,681
Instructional Leader without 092 certification	6,799	6,874	6,949
Instructional Leader Across the Disciplines	10,297	10,410	10,525

Coordinator of Academic Services	7,157	7,236	7,315

Appendix F

Coaching Salaries

		2018-19	2019-20	2020-21
Level I	1 yr	$7,271	$7,351	$7,432
	2 yr	7,549	7,632	7,716
	3 yr	7,831	7,917	8,004
	4 yr	8,389	8,482	8,575
	5 yr	8,667	8,763	8,859
Level II	1 yr	6,433	6,504	6,575
	2 yr	6,711	6,785	6,859
	3 yr	6,992	7,069	7,147
	4 yr	7,272	7,352	7,433
	5 yr	7,549	7,632	7,716
Level III	1 yr	5,034	5,089	5,145
	2 yr	5,314	5,372	5,431
	3 yr	5,591	5,652	5,715
	4 yr	5,873	5,938	6,003
	5 yr	6,152	6,220	6,288
Level IV	1 yr	3,916	3,959	4,002
	2 yr	4,194	4,240	4,286
	3 yr	4,475	4,524	4,574
	4 yr	4,752	4,804	4,857
	5 yr	5,034	5,089	5,145
Level V	1 yr	3,077	3,111	3,146
	2 yr	3,356	3,392	3,430
	3 yr	3,637	3,677	3,717
	4 yr	3,916	3,959	4,002
	5 yr	4,194	4,240	4,286

Appendix F
Coaching Salaries

Coaching Categories:

Level I: Football

Level II: Assistant AD (Winter), Basketball, Ice Hockey, Wrestling, Gymnastics

Level III: Assistant AD (Fall, Spring), Baseball, Cheerleading (Winter), Cheerleading (Fall) Cross-Country, Field Hockey, Golf, Ski, Soccer, Softball, Swim (Fall), Swim (Winter), Tennis, Track, Volleyball, Lacrosse

Level IV: Football Assistant, Basketball Assistant, Ice Hockey Assistant, Strength & Conditioning (Winter), Wrestling Assistant

Level V: Baseball Assistant, Cheerleading Assistant (Fall), Cheerleading Assistant (Winter), Field Hockey Assistant, Soccer Assistant, Softball, Strength & Conditioning (Fall), Strength & Conditioning (Spring), Swim Assistant (Fall), Swim Assistant (Winter), Track Assistant, Volleyball Assistant

Post-Season Pay: Coaches of All Sports

The length of season varies from sport to sport. Post-season play is defined as play that begins seven days prior to the "Last Date to Count for Tournament" for the individual sport and ends when a team concludes its participation in that sport's annual tournaments hosted by the Connecticut Interscholastic Athletic Conference (CIAC). Connecticut Interscholastic Ski League (CISL), and Connecticut High School Girls' Lacrosse Association (CHSGLA). The "Last Date to Count for Tournament" is published annually by CIAC.

Some sports do not have a published "Last Date to Count for Tournament." For these sports, including cheerleading, cross-country, indoor/outdoor track, skiing, and girls lacrosse, post-season play is defined as play that begins seven days prior to the earliest CIAC-published "Last Date to Count for Tournament" for the related sport season and ends when a team concludes participation in its sport's annual CIAC, CISL, and CHSGLA tournaments. (For any sport sanctioned in the future by CIAC, post-season play will end when a team concludes its participation in that sport's annual CIAC tournaments.)

Post-season play does not include athletic contests that occur outside of the South-West Conference (SWC), CIAC, CISL and CHSGLA. Therefore, there is no compensation to coaches for athletic contests that occur outside of the SWC, CIAC, CISL, and CHSGLA. For example, there is no compensation to coaches for New England and National athletic contests or for similar athletic contests. Only head coaches of varsity teams and assistant coaches of varsity teams qualify for post season pay. A coach shall receive $25 for each practice that lasts at least two hours and $75 for each post-season athletic contest.

Appendix G

Health Insurance

Option 1: High Deductible Health Plan	**Contract Period 2018-2021**
Employee Contribution	2018/2019/2020: 18%/19%/20%
Deductible	$2000 individual / $4,000 two or more
Board funding of Deductible	2018 - 70% / 2019 & 2020 - 50%
In-Network	
Pediatric Preventive Care	covered 100% – no deductible
Adult Preventive Care	covered 100% – no deductible
Vision Preventive Care	covered 100% – no deductible
Hearing Preventive Care	covered 100% – no deductible
Routine Gynecological Preventive Care	covered 100% – no deductible
Office Visit	100% after deductible
Outpatient Surgery	100% after deductible
PT/OT / Chiropractic	100% after deductible (same guidelines as Century Preferred)
Allergy Services	100% after deductible
Diagnostic Lab & X-ray	100% after deductible
Surgery Fees	100% after deductible
Office Surgery	100% after deductible
Outpatient MH/SA	100% after deductible
Emergency Room	100% after deductible
Urgent Care	100% after deductible
Ambulance	100% after deductible
Hospital	100% after deductible
Durable Medical Equipment	100% after deductible
Coinsurance	100%
Prescription after plan deductible	$5 generic
	$25 brand name
	$40 Non-Formulary
Dental Rider A	Included
Dental Rider D (Orthodonture)	Included
Dental Plan	Full-time students, age cut-off for children – age 26
Out-of-Network	
Deductible	$2,000 individual / $4,000 two or more
Coinsurance	80% / 20%
OOP Maximum	$3000 individual / $6000 two or more
Lifetime Maximum	$1,000,000

Appendix G

Health Insurance

Option 2: Century Preferred (PPO)	**Contract Period 2018 Only (No New Hires)**
Employee Contribution	2018: 20%
In-Network	
Office Visit	$30
Preventive Care	$20
Specialist Office Visit	$40
Hospital	$250
Urgent Care	$50
Emergency Room	$100
Lifetime Maximum	Unlimited
Outpatient Surgery	$150
Ambulance	$100
Durable Medical Equip.	$50, maximum 3
Treatment Planning for PT/OT	Included
Dental Rider A	Included
Dental Rider D (Orthodonture)	Included
Dental Plan	Full-time students, age cut-off for children – age 26
Out-of-Network	
Deductible	$300/600/900
Coinsurance	30%
OOP Maximum	$1800/3600/5400
Lifetime Maximum	$1,000,000
Prescription Drug	
Generic	$0
Listed Brand	$25
Non-Listed Brand	$35
Mail Order	3x retail
Annual Maximum	$3,500