

AGREEMENT

Between

**Regional School District No. 8
Board of Education**

And

THE RHAM EDUCATION ASSOCIATION

for the period

July 1, 2022 - June 30, 2025

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This Agreement is made and entered into by and between the Regional School District No. 8 Board of Education (hereinafter referred to as the "Board") and the RRIAM Education Association (hereinafter referred to as the "Association").

PREAMBLE

This Agreement is negotiated under §10-153a through 10-153g of the General Statutes of the State of Connecticut, as amended, in order to fix for its term the salaries and other conditions of employment provided herein.

This document shall constitute the whole Agreement between the Board and the Association and may not be changed during the period covered by the Agreement except with the mutual consent of the parties in writing. Previously adopted policies, rules, or regulations in conflict with this Agreement are superseded by this Agreement.

ARTICLE 1

RECOGNITION

The Board hereby recognizes, by virtue of a representative election of October 27, 1965, the Association as the exclusive representative of certificated professional personnel or those holding a durational shortage area permit (DSAP) other than principals, assistant principals, and any other person in a position requiring an intermediate administrator's certificate who spends at least fifty (50) percent of his/her workday performing non-teacher duties, and temporary substitutes.

A. DSAP Holders:

Employees working in a teaching position solely on the basis of a Durational Shortage Area Permit (DSAP) shall be covered by all terms and conditions of the collective bargaining agreement, except as follows:

1. A DSAP holder shall not accrue seniority or length of service for any purpose of this Agreement. Notwithstanding the foregoing, if a DSAP holder becomes certified as a teacher and is retained continuously by the Board as an employee after receiving such certification, with no break in service, then the individual shall be credited with seniority and length of service for all purposes under this Agreement, retroactive to the first date of employment by the Board.
2. The Board shall have the right, in its sole discretion, not to renew and/or to terminate the employment of a DSAP holder, and the DSAP holder shall have no right to file and/or pursue a grievance under this Agreement with respect to such action.

3. DSAP holders shall have no bumping rights or recall rights under this Agreement.

B. Long-Term Substitute Teachers

1. A "long-term substitute teacher" shall be defined as a certified teacher employed for more than forty school days in the same teaching assignment in any given year.
2. Certified long-term substitute teachers who are hired for one (1) school year appointments in the same teaching assignment shall be covered by all the terms and conditions of this Agreement as of the forty-first (41st) school day for the remainder of the school year, however, a long-term substitute shall not accrue seniority or length of service for any purpose in the Regional School District No. 8 Public Schools, or be entitled to tuition reimbursement pursuant to Article 31. Such long-term substitute teachers shall be paid at BA Step 1, as of the 41st day in the same school assignment.
3. A long-term substitute teacher who possesses appropriate and current certification and/or a DSAP and who has worked more than forty (40) school days in the same teaching assignment in any given year, but less than a full school year, shall be placed on the salary schedule at BA Step 1 as of the forty-first (41st) school day for the duration of the remainder of the same teaching assignment. Such long-term substitute shall not be entitled to any other benefits identified in the collective bargaining agreement. The Board shall offer such long-term substitute teachers such health insurance requirements as conform to law.

ARTICLE 2

DEFINITIONS

As used in this Agreement, the following terms shall have the respective meaning as set forth below:

1. **"Board"** - the Board of Education of Regional School District No. 8.
2. **"Superintendent"** - the Superintendent of Schools for Regional School District No. 8.
3. **"Association"** - the RHAM Education Association which is affiliated with the Connecticut Education Association and the National Education Association.
4. **"Teacher"** - all personnel as specified in Article 1, Recognition.
5. **"PR&R"** - The Professional Rights and Responsibilities Committee of the RHAM Education Association.

6. **"Teaching Period"** - teaching periods are those periods in which a teacher is actively involved with the pupil in the act of teaching and has participated in the planning of the instruction to be conducted.
7. **"Administration"** - Superintendent or his/her designee.
8. **"To consult"** - to meet for deliberation or request an opinion or a reaction to a proposal.
9. **"PDEC"** - Professional Development and Evaluation Committee.

ARTICLE 3

PROFESSIONAL NEGOTIATION

- A. The Board and the Association agree to negotiate in good faith, pursuant to Section 10-153 of the Connecticut General Statutes, as amended, in accordance with the procedure set forth therein to secure a successor Agreement on salaries and other conditions of employment mutually deemed to be negotiable by the parties or legally determined to be within the scope of the statutory definition of conditions of employment for all successor agreements. Any agreement so negotiated shall be reduced to writing and signed by the Board and the Association.
- B. During negotiations, the Board and the Association shall exchange relevant data, points of view, and proposals and counterproposals with respect to such salaries and conditions of employment.

ARTICLE 4

GENERAL PROVISIONS

- A. There shall be no reprisals of any kind taken against any teacher by reason of his/her membership in a professional organization or participation in its activities.
- B. All provisions of this Agreement shall apply equally to all teachers, without discrimination in regard to age, race, creed, color, religion, nationality, sex, marital status, parental status, sexual orientation or disability (including pregnancy), genetic information, gender identity or expression, or veteran status, except in the case of a *bona fide* occupational qualification. This section is for informational purposes only and shall not be subject to the grievance procedure.
- C. No later than September 15 of each school year, the Superintendent shall provide the President of the Association with a list of all teachers covered by this Agreement. The Superintendent shall notify the President of the Association monthly of any change in said list.

D. Dues Deduction

1. All teachers employed by the Board of Education shall have the opportunity to join the Association.
2. The Regional School District No. 8 Board of Education agrees to deduct from each teacher, who voluntarily decides to join the Association, an amount equal to the Association membership dues by means of payroll deduction. Dues shall be deducted in twenty (20) installments, beginning with the second payroll in the month of September. The amount of the Association membership dues shall be certified by the Association to the Board of Education prior to the opening of school each year.
3. Those teachers whose employment commences after the start of the school year and voluntarily decide to join the Association, shall pay a prorated amount equal to the percentage of the remaining school year.
4. Human resources will notify the REA treasurer and membership chair of any member taking a leave of absence.
5. The Board of Education agrees to forward to the Association each pay period a check for the amount of money deducted during that pay period. The Board of Education shall include with such check a list of teachers from whom such deductions were made.
6. The singular reference to the "Association" herein shall be interpreted as referring to the RHAM Education Association, the Connecticut Education Association, and the National Education Association.
7. The Association agrees to indemnify and to hold the Board harmless against any and all claims, demands, suits or other forms of liability, including attorneys' fees that may arise out of, or by reason of any action taken by the Board and its agents for the purpose of complying with the provisions of this article.

ARTICLE 5

ASSOCIATION ACCESS AND INFORMATION

- A. The Association will have the right to use school buildings without cost at reasonable times for meetings, provided however, that the Association will be required to pay for any additional custodial costs involved by reason of said meetings.
- B. There will be one (1) bulletin board in the faculty lounge for the purpose of displaying notices, circulars, and other Association material. Copies of any such

material may be required by the building principal, but his/her advance approval will not be necessary.

- C. Association is to be provided with approved 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 any official Board meeting.
- D. The Board shall permit a designated representative of the Association, with the permission of the principal or, in his/her absence, the person in charge of the school, to visit the schools for any purpose relating to the terms and conditions of this Agreement. Any such visits shall be conducted in accordance with the school district's visitors' policy and procedures. If conferences with members of the bargaining unit are necessary, they shall be scheduled outside of working hours or on scheduled breaks, or by pre-arrangement and permission of the administration, so as not to interfere with the duties and responsibilities of the teacher(s).
- E. At the commencement of each academic year, the Association shall be provided one (1) hour to address new teachers as part of the new teacher orientation process.
- F. The Association President shall be notified via email of all new hires to a certified teaching position, within seven (7) school days of hire.

ARTICLE 6

ACADEMIC FREEDOM

The private and personal life of a teacher is not within the appropriate concern or attention of the Board except as it may interfere with the teacher's responsibilities to and relationships with students and/or the school system.

ARTICLE 7

EMPLOYMENT YEAR

- A. The Board of Education has the unilateral right to increase the school year. Members of the bargaining unit shall be compensated in accordance with the salary schedules set forth herein. The salary schedules shall be based on a work year of 190 days for new teachers and 186 days for all other teachers. If the Board extends the work year beyond the work year set forth in this Article, the Board will negotiate the impact of such change with the Association in accordance with the provisions of Section 10-153f of the Connecticut General Statutes.
- B. Any teacher who does not complete his/her duties shall be required by the Superintendent or principal to remain an additional day or days as necessary to complete his/her duties.

ARTICLE 8

TEACHER ASSIGNMENTS

- A. Upon employment, teachers shall receive their initial assignment from the administration when the detailed assignment is known. Teacher assignments shall mean the schedule of periods to be taught and the subjects to be taught in the work day as described in the article entitled "Work Day," and in the case of non-classroom personnel, it shall mean the description of minimum responsibilities to be met as described in Article 9.
- B. Staff members shall be notified formally of their teaching assignments and schedules, to the extent possible, no later than three (3), but in no case less than two (2) weeks prior to the opening of school. Such responsibility shall be fulfilled by mail addressed to the last known address on file. No later than one (1) week prior to the last day of school, the latest existing tentative assignment schedule shall be made available to the department coordinators. Teachers may check their tentative schedule for the coming year through their department coordinator.
- C. In the determination of assignments, the convenience and wishes of a teacher shall be honored to the extent that these considerations do not conflict with the instructional requirements and the best interests of the school system and the pupils.
- D. Should an emergency arise in the judgment of the Superintendent and/or the principal, and an individual teacher's assignment or schedule must be changed, such change or changes shall be made after formal notification and consultation, if practicable, with the teacher or teachers involved. A good faith effort will be made to consult with the teacher or teachers involved prior to any change.

ARTICLE 9

WORK DAY

- A. Full-time classroom teachers and other full-time teachers on the teacher salary schedule shall have a normal work day of seven consecutive hours and ten minutes (7:10). Teachers will be available for one (1) faculty and two (2) department meetings per month. Said meetings will normally not extend beyond 3:30 p.m. Up to one (1) additional meeting may be scheduled per month, with forty-eight (48) hours' prior notice. Such notice shall not be required in emergencies. In addition, teachers will be available for open house and evening parent conference. Meetings in addition to those described in this section will require consultation with the Association. The administration must make a good faith effort to notify the Association as far in advance as is possible of additional meetings.

The Association recognizes that under the Teacher Negotiation Act ("TNA"), the Board has the right to schedule the student school day, and the Board's right to do

so includes the right to establish a "non-traditional" student school day for some or all students, thereby affecting the work day for some or all teachers. The Board recognizes that the Association has the right to bargain over the impact, if any, of the Board's exercise of such rights under the TNA.

The Board and the Association, recognizing the importance of a close working relationship between teachers, parents, students, and the community at large, encourage teachers to attend school-sponsored functions involving Regional School District No. 8 students.

- B. All teachers shall be assigned an uninterrupted, daily, duty-free lunch period, of approximately thirty (30) minutes.
- C. All full-time classroom teachers shall have, in addition to their lunch period, at least one preparation period per day for their own use. Only these periods during the actual teaching day, periods when classes are in session, shall be labeled "preparation period." Preparation periods are those periods in which the teacher shall utilize the allotted time in the preparation of classroom materials and plans, in consultation, research, independent study conferences, guidance consultation, parent calls, enrichment or in assisting students seeking such help. The administration shall not assign teachers involuntary duties during their preparation period unless there is no other reasonable remedy to satisfy an emergency. Any involuntary assignment during a preparation period defined above shall only be made with the knowledge of and in conjunction with the principal or his/her designee. In the event that a teacher is assigned teaching duties during a preparation period, his/her non-instructional period shall be designated as a preparation period. When a teacher is assigned teaching duties during a preparation period for more than ten consecutive days in the same assignment, the teacher shall receive 1/7 of said teacher's per diem rate of pay for each day, retroactive to the first day of such assignment.
- D. With permission of the building principal or his/her designee, teachers may leave the building during any preparation and/or duty free period.
- E. The Board and Administration recognize the desirability of limiting the number of subjects and preparation taught by a teacher.
- F. Limitation of classes taught by teachers
 - 1. Academic subject teachers shall not be assigned more than five (5) teaching periods per day.
 - 2. Special subject area teachers (Art, Business, Family & Consumer Science, Technology Education, Music, Physical Education, Support Services) shall not be assigned more than five (5) teaching periods per day unless requested in writing by the teachers.

3. Coordinators who supervise five (5) or more teachers should have no more than three (3) classes daily.
4. Labs for special help will be considered as duty periods and not teaching periods.
5. If a teacher is required by the Board to teach a sixth assignment per day, he/she shall be paid 1/7 of his/her salary prorated by semester or year.
6. It is agreed that for approved classes or workshops taught after school, for at least one class period (45 minutes in length), teachers shall be paid 1/7th of their daily rate of pay subject to the appropriate salary schedule.

ARTICLE 10

TEACHER TRANSFERS

- A. A list of open positions shall be made available to all teachers. Such vacant positions shall be filled on the basis of qualifications after careful review by the Superintendent pursuant to the following procedures:
 1. The existence of vacancies in positions shall be publicized within the system, as far in advance of the date of filling such vacancy as possible. Before the end of the school year, all teachers shall be provided with the opportunity to register their interest in vacancies which occur during the summer months. All teachers who have expressed an interest in a transfer with the administration shall be notified by email of all vacancies for which they are certified. Such teacher shall provide the Superintendent or designee with an email address at which they can be reached during the summer months. Vacancies shall be publicized for the following reasons: permanent vacancies caused by the creation of a new position; retirement; resignation; death; or any temporary vacancy of ninety-one (91) days or more in a given school year.
 2. A notice of vacancy shall set forth the qualifications for the position.
 3. 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.
- B. Teachers who desire to transfer to another grade and/or subject shall file a written statement with the Superintendent with a copy to the principal. Notice of such requests shall be given to the Association President on a weekly basis. A teacher who requests a transfer shall be granted an interview.

ARTICLE 11

PERSONNEL FILES

- A. Any member that needs to access their personnel file must contact Human Resources via email to schedule a time to view their file in accordance with state law. Files cannot be removed from central office. Any copies needed from file will be done by the Superintendent's administrative assistant.
- B. If requested by the teacher, he/she shall be given a copy of any formal evaluation report prepared under the direction of the Board of Education and he/she shall have the right to discuss such report with the person making the evaluation.
- C. Any evaluation or other written statement of criticism may not be contained in the individual teacher's personnel or other file longer than thirty (30) days unless such a report is shown to the subject teacher and the individual has been given the opportunity to review and initial such report. Any reply will be made within thirty (30) days after the date the report is initialed.
- D. Ordinarily, administrators shall discuss with a teacher the reasons for his/her intent to place a letter of reprimand in the teacher's personnel file. Ordinarily, administrators shall discuss with a teacher the reasons for non-reappointment to an extra-curricular position prior to the non-reappointment.

ARTICLE 12

CURRICULUM REVISION

- A. The professional staff shall be involved by the administration in determining for recommendation to the Superintendent and/or the Board (or its designees), the curriculum, its objectives, and its contents.
- B. In its responsibility for curriculum the Board recognizes that teachers shall play an active role in the preparation, implementation, and evaluation of curriculum.
- C. The Board shall encourage and support in-service educational programs for new curriculum for teachers and shall consider released time, when in the judgment of the administration it is required for an effective in-service workshop.
- D. Both the administration and the faculty will evaluate and study both established and new curriculum and either may suggest modifications or changes.
- E. The parties recognize that writing and revision of the curriculum for an entire course or subject area will be accomplished outside the course of the regular teacher workday or through release from classroom teaching responsibilities. Nonetheless, review, discussion and revision of curriculum units during the workday, particularly during team meetings and/or department meetings, can

significantly benefit the district. To the extent that all teachers perform curriculum work outside the regular work day, such teachers shall be compensated at the rate of \$30.00 per hour for such work.

ARTICLE 13

PROFESSIONAL DEVELOPMENT

- A. The Board and the Association recognizes the importance of professional development for teachers in the improvement of school programs.
- B. In accordance with Section 10-220(b), as it may be amended from time to time, the Board shall establish a professional development and Evaluation ("PDEC") committee. Such PDEC committee shall include at least three (3) teachers selected by the Association.
- C. The scheduling of professional development programs does not necessarily entail release time from classes, but may be held during the normal work day, if practicable.
- D. The Superintendent will appoint an internal facilitator for professional development.

ARTICLE 14

SICK LEAVE

- A. Absence with pay will be allowed on the basis of fifteen (15) days annually, cumulative to one hundred eighty (180) days. Such absence shall be considered earned and available immediately with the initial school day of a certain year as defined for state grant-in-aid purposes.
- B. If a teacher has accumulated the maximum number of days of absence allowed by the contract and exceeds that number of accumulated days because of a critical personal illness, he/she may request in writing special consideration from the Board of Education. The Board will act on each request on its merits as determined by the Board of Education. Granting additional days with pay in one case shall not be precedent in subsequent cases.
- C. The Superintendent may require a written explanation in the case of absences in excess of three consecutive working days. A statement from a doctor will be included with the explanation if the teacher has been under a doctor's care. Medical expenses relative to obtaining a required doctor's certificate will be borne by the Board.

- D. Teachers may use up to ten (10) days of accumulated leave for illness in the immediate family. Immediate family shall be defined as mother, father, daughter, son, brother, sister, spouse, partner or anyone living in the teacher's immediate household. The Board may require medical documentation for the use of such leave and may designate such leave as FMLA qualifying when appropriate under law.
- E. **Parental/Adoption Leave**
1. A teacher whose spouse gives birth to a child shall be permitted to use five (5) days of paid leave following the birth.
 2. A teacher shall be permitted to use five (5) days of paid leave for the adoption of a child. This shall include necessary travel time for the purpose of the adoption.
 3. Such leave, defined in Section 1 or 2, shall be deducted from a teacher's accumulated sick leave.
- F. Any absence from work by a teacher under this article which constitutes an abuse of the use of sick leave days may lead to disciplinary action.

ARTICLE 15

PERSONAL LEAVE

- A. Absence with pay may be allowed by the administration under the following categories. In no event shall the total number of absences in a given school year exceed five (5) except when specifically recommended by the Superintendent and approved by the Board. Personal days under categories 8 and 9 below may not be taken on days adjacent to a school holiday or vacation period.
1. For legal reasons;
 2. For marriage (self, children, parents, siblings, and siblings of spouse);
 3. For illness in the immediate family;
 4. For death in the family or attendance of funerals;
 5. For obligatory religious holidays;
 6. For attendance of graduation exercises (self, spouse, son, daughter);
 7. For birth of person's own child;

8. For personal business that cannot be transacted outside of regular school hours;
 9. For personal business of a confidential nature. Such personal business need not be explained in writing, but shall be told confidentially to the Superintendent, or the principal if the teacher so desires, if requested by the Superintendent. Personal business shall not be construed to mean private shopping, vacation, etc.
- B. Application for leave in the above provisions shall be made to the principal at least twenty-four (24) hours before taking such leave except in cases of extreme hardship.
 - C. Leaves taken pursuant to the above provisions shall be in addition to any sick leave to which the teacher is entitled. Such personal leave shall not be cumulative.
 - D. Any teacher who is called for involuntary jury duty shall receive only the necessary leave for an assigned trial. This leave shall not be deducted from sick leave or from personal days. The staff member shall receive a rate of pay equal to the difference between the gross salary and the jury fee. When not actually required for trial, the teacher will report to RIIAM for professional duty to be assigned by the principal.
 - E. In case of subpoenas arising out of the performance of employment duties, the teacher involved shall receive full pay for his/her time in court. This leave shall not be deducted from sick leave or from personal or professional days. In the case of other subpoenas arising out of civic duty, the administration may grant leave. Where specifically granted, the administration retains discretion not to deduct such leave from sick leave or from personal or professional days.
 - F. Travel pay for jury duty shall be retained by the teacher upon presentation of court pay documents.

ARTICLE 16

PROFESSIONAL LEAVE

In terms of program needs or for individual professional improvement, the Superintendent may allow additional absences with pay. Such absences will not be charged against any absences allowed in accordance with those set forth in this Agreement. These would be absences where representation is sought at professional gatherings or where absence due to visiting other schools or particular professional congregations is considered essential to the welfare of the individual staff member or the school.

ARTICLE 17

TEMPORARY DISABILITIES AND HEALTH AND HARDSHIP LEAVE

- A. Upon teacher application, the Board may grant a leave of absence without pay for rest, restoration of health, for parenthood, or the alleviation of hardship including self and immediate family with a right to return to the school district. Such leave shall not be in excess of one complete school year, except that if such leave is granted during the school year it may extend for one complete school year immediately following the partial year's leave. Except in the case of extreme circumstances, the teacher shall make such request at least three (3) months prior to the time such leave is to begin. If a teacher does not notify the Superintendent in writing prior to March 1 that he/she intends to return to work at the beginning of the following school year, the teacher shall be deemed to have resigned. Tenured teachers shall retain tenure while on such leave, and shall have the right to return to a position upon expiration of such leave. Such position shall be comparable to the former position if such is available.
- B. Step placement on the salary schedule upon return from such leave shall be determined by the number of years experience in or credited to the Regional School District No. 8 exclusive of the time on leave. An absence of more than one-half of any school year will result in exclusion of an entire school year. The teacher may extend medical insurance coverage at his or her own expense for the period of the unpaid leave. In order to be eligible for coverage extension, the teacher must pay the premiums no later than the 10th day of the month preceding the month that the coverage is effective (i.e. September 20 for October coverage).
- C. Prior to returning from leaves taken for health reasons, teachers shall provide the Superintendent of Schools with a medical certificate certifying the teacher's fitness to resume professional obligations.
- D. Accumulated sick leave shall continue to be available for personal illness and temporary disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth and recovery therefrom.
- E. The Board and the administration will not discriminate on the basis of pregnancy or childbirth.
- F. Notwithstanding the provisions of this article to the contrary, the Board shall comply with all provisions of applicable federal and/or state law concerning disability maternity leave and/or family and medical leave.

ARTICLE 18

EXCHANGE TEACHERS LEAVE

After three years of continuous satisfactory service at RHAM, a teacher may be granted leave by the Board of Education on a teacher exchange basis. This would be upon the basis of a mutually satisfactory arrangement agreed upon in advance of the leave period.

ARTICLE 19

GENERAL LEAVE

- A. A teacher may be allowed leave without pay, not to exceed three (3) weeks, to begin programs of study which result from foundation or scholarship grants and which necessitate personal presence in advance of the close of the school year.
- B. Other extended leaves, with or without salary, may be granted by the Board.

ARTICLE 20

SABBATICAL LEAVE

- A. Upon recommendation of the Superintendent, the Board may grant leave to any member of the professional staff. The purpose of such leave shall be self-improvement and benefit to the school district.
- B. Requests for sabbatical leave must be received by the Superintendent in writing in such form as may be required no later than January 1 of the school year preceding the school year in which the sabbatical is requested. It is understood that the deadline of January 1 may be waived at the discretion of the Superintendent when fellowships, grants or scholarships awarded later in the year make such a deadline unreasonable.
- C. Sabbatical leave may be granted after five years of satisfactory service in an arrangement that would involve no added expense to the school district. (Such an arrangement might arise from a replacement at the same or less salary than that which would have been paid the staff member.) Any differential in salary would accrue to and be paid the staff member on leave upon his/her return to his/her staff assignment. If a staff member is on leave for graduate study, he/she is expected to complete the program undertaken successfully to qualify for the differential salary. The Board may grant additional sabbatical leave to a given teacher after each five additional years of full-time service. In no case shall a given leave exceed one school year and in no case shall leaves be less than five service years apart.

- D. After eight years of uninterrupted service, leave may be granted at fifty (50%) percent of one's regular salary, less any grants or scholarships.
- E. After twelve years of uninterrupted service, leave may be granted at one hundred (100%) percent of one's regular salary, less any grants or scholarships.
- F. The teacher, as a condition to the acceptance of the sabbatical leave, shall contract to return to the Regional School District No. 8 System for a minimum of three years. Release of the teacher from the three year additional service requirement will be only upon application by the teacher and approval by the Board, and upon reimbursement by the teacher to the Board of the entire salary payment received during the year's leave of absence. Release after one of the three years will be contingent upon repayment by the teacher of two-thirds of the salary payment, and after two years will be contingent upon repayment of one- third of the salary payment.

ARTICLE 21

MILITARY LEAVE

Any employee who is a member of the National Guard, Reserves, or any of the military forces of the United States shall be granted such leave and benefits as may be require by law. Salary payment for such leave shall be the difference between regular teacher's salary and total military salary for up to thirty (30) days, excepting allowances, as evidenced by official military voucher.

ARTICLE 22

DEDUCTION FOR ABSENCE

For leaves of absence other than those covered by any portion of this Agreement, the rate of deduction for each day of absence shall be 1/190 of the year's salary for teachers in their first year of employment with the Board and 1/186 of the year's salary for all other teachers.

ARTICLE 23

TEACHER SALARIES

- A. The salaries of all teachers covered by this Agreement are set forth in the Appendices which are attached hereto and made a part of this Agreement.

- B. Each teacher shall have the option of being paid:
 - 1. Twenty (20) equal installments and one (1) make-up installment commencing with initial payment in September.
 - 2. Twenty-six (26) equal installments, on a twelve-month basis, commencing with the initial payment in September.
- C. If termination of employment or leave without pay comes prior to the end of the regular school year, such teacher's pay will be prorated on the basis of number of days worked.
- D. The salary for each part-time teacher shall be prorated, based on the number of instructional periods taught by such teacher per day, in relationship to a full-time teaching load of five (5) instructional periods per day.
- E. Teachers shall be paid via electronic direct deposit of their paychecks to the bank(s) of their choice.

ARTICLE 24

PLACEMENT ON THE TEACHER SALARY SCHEDULE

- A. All teachers shall be placed on the appropriate step in the salary schedule, taking into consideration the following:
 - 1. Degree status as defined under "Degree Definitions" article.
 - 2. Full credit for previous Connecticut public school teaching experience, and up to full credit for previous teaching experience in other public, private and military dependency schools, provided that any such prior experience shall have been continuous service of at least one-half of any school year. Intermittent or short-term substitute teaching service will not be credited as previous teaching experience.
 - 3. Up to two years credit for active service in the Armed Forces of the United States, the Peace Corps, or the Vista Volunteers Program.
 - 4. The Superintendent may grant credit on the salary schedule to a certified teacher for any other type of experience deemed relevant to teaching in Regional School District No. 8.
 - 5. A certified and licensed Speech Pathologist with a Master's Degree shall be placed on the 6th Year schedule provided such person has a valid license from the Connecticut State Board of Health, and holds a Certification of Clinical Competency (CCC) from A.S.H.A. A certified and licensed School Psychologist with a Master's Degree shall be placed on the 6th Year

schedule provided such person has completed a nationally accredited (N.A.S.P. and N.C.A.T.E.) Specialist's Program in School Psychology.

- B. Teachers who have completed fifteen (15) hours toward a 6th year program will qualify for one-half (1/2) the specified salary schedule differential. This provision shall apply only to those teachers who are employed by the Board as of June 30, 1995 and who are on such degree tracks as of that date.

ARTICLE 25

DEGREE DEFINITIONS

- A. The Teacher Salary Schedule listed in the Appendix A of this Agreement shall be interpreted and applied in accordance with the following:

4th Year	A Baccalaureate degree earned at an accredited College or university.
5th Year	A Master's degree, or the completion of thirty (30) credits beyond the Baccalaureate degree, in either case from an accredited college or university. Only a Master's degree or thirty (30) credits beyond the baccalaureate degree earned at an accredited college or university in a program approved by the Superintendent of Schools may be used to be upgraded to the 5th year level.
6th Year	A "Sixth Year Certificate" or a second Master's degree, or the completion of thirty (30) credits beyond the Master's degree, or sixty (60) graduate level credits beyond the Baccalaureate degree earned at an accredited college or university and approved by the Superintendent of Schools.
Doctoral Level	A Doctoral degree in an area relevant to RHAM educational programs or education administration earned at an accredited college or university and approved by the Superintendent.

- B. Courses leading to the fifth year (M.A.), sixth year, or doctorate level salary placement must be approved in advance by the Superintendent of Schools and must be in a program of studies approved in advance by the Superintendent. Any prior approval by a previous Superintendent of Schools shall be honored through the completion of the program approved by the former Superintendent. Credits to be recognized for placement at the fifth year (M.A.), sixth year or doctorate level, must be taken subsequent to the completion of the previous level. Exceptions may be made by the Superintendent.

- C. Teachers must give satisfactory evidence of completion of work for a degree change to the Superintendent prior to the beginning of the school year in September for movement from one salary level to another during that school year.

ARTICLE 26

DEPARTMENT COORDINATORS

All Department Coordinators and Team Leaders, approved by the Superintendent of Schools, in positions established by the Board of Education, will be remunerated in accordance with the stipends set forth in Appendix D.

Clerical assistance shall be provided for departmental work as possible within budgetary limitations and school priorities.

ARTICLE 27

EXTRA PAY FOR EXTRA DUTY

- A. The Board has identified a list of positions (Appendices B and C) requiring professional responsibilities, time, energy, effort and public pressure substantially in excess of that normally expected as part of the teacher's basic duties and responsibilities and has established pay schedules for each of these positions.
1. A teacher new to RHAM, but who has successful experience in the extra-class activities position to which he/she may be assigned at RHAM, may be granted credit for that experience at the discretion of the Superintendent.
 2. Extra duty for which extra compensation shall be paid and the amounts of such compensation are set forth in Appendices B and C and are attached hereto and made a part of this Agreement.
 3. Teacher participation in extracurricular activities shall be strictly voluntary.
 4. A description of duties required in extracurricular activities for which extra compensation shall be paid will be on file in the main office and available to all teachers upon request. Job descriptions on file will be dated so that the latest description with dated revisions, if any, are available for review. Except by mutual agreement, the job descriptions shall not be changed during the school year. Any teacher accepting an assignment will be provided a copy of such job description upon acceptance of the position.
 5. Extracurricular positions shall be a one year appointment. Persons will be required to apply for these positions annually.

6. The Board reserves the right to eliminate any of these positions. Those persons holding positions which may be eliminated will be consulted prior to the elimination of the position or termination of the activity.
- B. Compensation for extra duty shall be paid in accordance with the following:
- Stipends under the provisions of Appendix C shall be paid at three times during the school year. Individuals involved in coaching fall sports shall receive their stipend on the first payday in November. Individuals involved in coaching winter sports shall receive their stipend on the first payday in March. Individuals involved in coaching spring sports shall receive their stipend on the first payday in June.
- All other stipends for co-curricular activities shall be paid by either of two options:
1. One installment on the first payday in June;
 2. Two installments - the first payday in January and the first payday in June.
- C. The Board will develop a standard form to be used for payment of hourly work beyond the regular workday at the applicable rates set forth in this Agreement. The Board will use reasonable efforts to complete and sign the form for each affected teacher prior to the commencement of the hourly work by the teacher.

ARTICLE 28

SPECIAL SCHOOL PROGRAMS

- A. These provisions apply to regular education summer school, winter session, special education summer school and homebound instruction.
- B. Positions in these programs shall be filled first by qualified teachers regularly employed in the school system.
- C. These positions will be filled by the best qualified applicant in the judgment of the Superintendent.
- D. All openings for these positions shall be listed as early as possible so that interested teachers may apply.
- E. Remuneration for homebound instruction shall be at the rate of \$28.00 per hour.
- F. Remuneration for regular education summer school duties shall be by stipend, as follows:

Middle School Summer School Teacher:	\$500 per course
High School Summer School Teachers	\$2,000 per course

G. Remuneration for winter session duties shall be by hourly rate, as follows:

Winter Session Teacher: \$28.00 per hour

H. Remuneration for special education summer school duties shall be as follows:

Special Education Summer School Teacher: \$2,000 for the first thirty (30) approved hours, \$28.00 per hour for each approved hour thereafter.

ARTICLE 29

PROFESSIONAL DEVELOPMENT PRESENTER

For any teacher designated by the administration to serve as a professional development presenter, the teacher will be paid for preparation time and presentation time at \$30.00/hr. Preparation time will be calculated as twice the presentation time (e.g. two hours of preparation time for a one hour presentation). If a teacher presents the same workshop multiple times, he or she will not receive additional payment for preparation time for the subsequent presentations.

ARTICLE 30

PAYROLL DEDUCTIONS

A. In addition to those payroll deductions required by law, the following agencies are eligible for payroll deductions. All requests for deductions must be in writing on approved authorization forms.

B. The list of approved deductions is as follows:

1. Insurance premium contributions, in accordance with the provisions of Article 31, subject to the Section 125 Plan if authorized by the teacher.
2. The Association.
3. Tax Sheltered Annuity.
4. Northeast School Employees Federal Credit Union.
5. Dependent care and unreimbursed medical expense, in accordance with the Board's Section 125 Plan.
6. Health Savings Account Deductions.

- C. Payroll deductions shall be made in accordance with the following procedures:
1. The approved Payroll Deduction form should be completed one week prior to the second pay period in September.
 2. Any subsequent changes, other than tax sheltered annuity contracts, can be accomplished by contacting the Bookkeeper.
 3. New tax sheltered annuity contracts shall only be initiated on October 1st and February 1st, except as otherwise required by law.

ARTICLE 31

REIMBURSEMENT FOR ADVANCED COURSES

- A. The Board will reimburse teachers an amount not to exceed \$500.00 per credit for the successful completion of courses approved in advance by the Superintendent of Schools. Such reimbursement is subject to the following limitations.
1. The teacher shall be a full-time member of the staff. Teachers on leave, DSAP Holders and long-term substitutes shall not be eligible for reimbursement under this Article.
 2. The amount of reimbursement shall not exceed the actual tuition cost to the teacher, i.e., the Board will not pay for courses covered by other grants, fellowships, etc. Proof of payment shall be provided on request.
 3. Reimbursement shall not be granted for a course load of more than one course or a maximum of six credits for one course per semester while school is in session nor more than eight credit hours during the summer. The amount that a teacher may receive during any school year shall not exceed \$3,000. The "cap" on the total cost to the Board for course reimbursement annually shall be \$15,000.
 4. Any federal taxes due under Section 127 of the tax code or state taxes are payable by the teacher.
 5. A grade of "B" or better shall be required for reimbursement, except for pass/fail courses when a "pass" will be necessary.

ARTICLE 32

HEALTH INSURANCE BENEFITS

- A. All full time teachers covered by this Agreement and their dependents are eligible to receive the following insurance:

Teachers under fractional contract shall have the opportunity to participate in the health insurance plan described below. The Board shall contribute the fractional cost that corresponds to the teacher's contract and the teacher shall contribute the remaining portion. The Board shall have the right to change health insurance carriers or plans, provided that the new plan and/or carrier provides an overall level of benefits which, when considered as a whole, is substantially comparable to the plan in effect prior to the change. The Board will notify the association at least forty-five (45) days prior to implementing a change in the plan/carrier.

1. High Deductible Health Plan/H.S.A. Plan.

The Board shall maintain a high deductible Health Plan (HDHP) with a Health Savings Accounts (H.S.A.) component. The HDHP plan will include the following elements:

	In-Network	Out-of-Network
Annual Deductible (Individual/Aggregate Family) (Note: preventive care not subject to deductible)	\$2000/\$4000	
Co-insurance	N/A	20% after deductible
Cost Share Maximum (Individual/Aggregate Family)	\$5000/10000 (Includes deductible and Rx Copays)	
Lifetime Maximum	Unlimited	Unlimited

Following exhaustion of the deductible, prescription drugs shall be subject to post-deductible co-payments of \$5/25/40

The Board will fund the following percentages of the applicable HDHP deductible amount (with pro-rated funding of the deductible for part-time teachers):

2022-25	50%
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The Board's contribution toward the HDHP deductible will be deposited into each enrolled teacher's H.S.A. account in three equal payments throughout the school year. The dates of such payments shall be the first payroll in September, the last payroll in December and the first payroll in March. The parties acknowledge that the Board's contribution toward the funding of the HDHP deductible is not an element of the underlying insurance plan, but rather relates to the manner in which the HDHP deductible shall be funded for actively employed teachers. The Board shall have no obligation to fund any portion of the HDHP deductible for retirees or other individuals upon their separation from employment. If any employee joins the Board's HDHP plan after the start of the plan year, the

Board's contribution toward the funding of such employee's deductible shall be pro-rated for that year.

Excise Tax: The Patient Protection and Affordable Care Act ("PPACA"; Public Law 111-148) has set forth and codified under the Internal Revenue Code (IRC) §49801 the imposition of an excise tax related to employer provided health insurance plans that exceed certain value thresholds. Should any Federal statute or regulation pertaining to IRC §49801 be mandated to take effect in the term of this agreement triggering the imposition of an excise tax with respect to any of the contractually agreed upon insurance plans offered herein, the parties agree to commence mid-term negotiations on the excise tax in accordance with the Teacher Negotiation Act. Such negotiations shall be limited solely to the distribution of payment of the excise tax, health insurance plan offerings, coverage, design, and premium cost share. Other negotiated subject matters shall not be subject to this reopener provision.

Health Reimbursement Account: A Health Reimbursement Account ("HRA") shall be made available for any teacher who is precluded from participating in a Health Savings Account ("HSA") because the teacher receives Medicare and/or veterans' benefits. The annual maximum reimbursement by the Board for teachers participating in the HRA shall not exceed the dollar amount of the Board's annual HSA contribution for teachers enrolled in the HSA.

2. Employees may continue to participate in the Blue Cross/Blue Shield Full Dental Plan, with Riders A & B or similar plan, not to exceed the cost of \$40,000 for the number of staff employed during the contract year with an option to increase coverage by the individual teacher at a rate to be determined by the carrier. If the cost of such insurance exceeds the applicable maximum Board cost, the coverage provided will be prorated for all employees. Employee dental premium contributions will be made by payroll deduction.

- B. Employees shall contribute through payroll deduction the following percentages of the premiums for the HDHP described in Section A.1 above:

2022-25	21.5%
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Teachers, their spouses and their enrolled dependents, who voluntarily enroll in the Board's wellness program, which will require participants to obtain recommended preventive care services on a specified schedule, will be granted a premium cost-share discount of 1%, to be deducted from the premium cost-sharing percentages set forth above. The schedule of preventive care services is set forth in Appendix E. In order to qualify for the discount, teachers, their spouses and enrolled dependents will be

required to demonstrate compliance with the preventive service schedules by December 31st of the year prior to which the discount is applied.

Each bargaining unit member will be allowed to deduct his or her premium contribution on a before tax basis, subject to the terms of the Section 125 Plan.

- C. The Board will provide \$20,000 term life insurance coverage, for teachers in the bargaining unit.
- D. The health insurance plan offered by the Board to active teachers may be carried by a retired employee, at his/her expense, in accordance with state statute.
- E. The Board shall provide a voluntary long-term disability insurance plan for each teacher. Teachers electing such plan shall pay 100% of the cost of the premium. Such plan shall be the same plan offered to administrators.

ARTICLE 33

PERSONAL INJURY BENEFITS

Whenever a teacher is absent from school as a result of personal injury caused by an accident arising out of and in the course of his/her employment, he/she shall be compensated in accordance with the Connecticut Workers' Compensation Statute.

ARTICLE 34

GRIEVANCE PROCEDURE

- A. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to problems which may arise affecting the welfare or working conditions of the teachers. Both parties agree that proceedings shall be kept as confidential as is appropriate.
- B. **Definitions**
 - 1. "Grievance" shall mean a complaint by a teacher that his/her rights under the specific language of the Agreement have been violated, or that as to him/her there has been a misapplication or misinterpretation of the specific provisions of this Agreement.
 - 2. "Teacher" shall mean any member of the bargaining unit and may include a group of teachers similarly affected by a grievance.
 - 3. "Party in Interest" shall mean the person or persons making the claim, including their designated representative as provided for herein.

4. "Days" shall mean calendar days excluding Saturdays, Sundays, Legal Holidays, and school vacation days occurring during a school year.

C. Time Limits

1. Since it is important that a grievance be processed as rapidly as possible, the number of days indicated at each step shall be considered as a maximum. The time limits specified may, however, be extended by a written agreement of the parties in interest.
2. If a teacher does not file a grievance in writing twenty (20) days after he/she knew of the act or conditions on which the grievance is based, then the grievance shall be considered to have been waived.
3. Failure by the aggrieved teacher at any level to appeal a grievance to the next level within the specified time limits shall be deemed to be acceptance of the decisions rendered at that level.
4. Failure by an administrator to render his/her decision within specified time limits shall allow the grievant to proceed to the next level.

D. Informal Procedures

1. If a teacher feels that he/she may have a grievance, he/she must first discuss the matter with his/her principal or designee.
2. If the teacher is not satisfied with the disposition of the matter, he/she shall have the right to have the Association assist him/her in further efforts to resolve the problem informally with the principal or designee.

E. Formal Procedures

1. Level One - School Principal
 - (a) If the aggrieved teacher is not satisfied with the outcome of informal procedures, the grievance must be reduced to writing, citing the provision or provisions of the Agreement which have been allegedly violated or misinterpreted and presented to the Principal.
 - (b) The principal shall, within seven (7) days after receipt of the written grievance, render his/her decision and the reasons therefore in writing to the aggrieved teacher, with a copy to the Association.
2. Level Two - Superintendent of Schools
 - (a) If the aggrieved teacher is not satisfied with the disposition of his/her grievance at Level One, he/she may, within three (3) days after the decision, or within ten (10) days after his/her formal

presentation, file his/her written grievance with the Association for referral to the Superintendent of Schools. The Association may, within three (3) days after receipt, refer the appeal to the Superintendent.

- (b) The Superintendent shall, within ten (10) days after receipt of the referral, meet with the aggrieved teacher and with representatives of the Association for the purpose of resolving the grievance.
- (c) The Superintendent shall, within ten (10) days after the hearing, render his/her decision and the reasons therefore in writing to the aggrieved teacher, with a copy to the Association.

3. Level Three - Board of Education

- (a) If the aggrieved teacher is not satisfied with the disposition of his/her grievance at Level Two, he/she may, within three (3) days after the Superintendent's decision, or within ten (10) days after the Superintendent's hearing, file the grievance with the Association for appeal to the Board of Education.
- (b) The Association may, within three (3) days after receipt, refer the appeal to the Board of Education.
- (c) The Board shall, at its next regularly scheduled meeting (which is at least five days after the Superintendent's response to the grievance) meet with the aggrieved teacher(s) and representatives of the Association. Within ten (10) days after the meeting, the Board shall render its decision and the reasons therefor in writing to the aggrieved teacher(s) with a copy to the Association.

4. Level Four - Arbitration

- (a) If the aggrieved teacher is not satisfied with the disposition of his/her grievance at Level Three, he/she may, within three (3) days after the decision, request in writing to the President of the Association that his/her grievance be submitted to arbitration.
- (b) The Association may, within five (5) days after receipt of such request, submit the grievance to arbitration by so notifying the Superintendent in writing.
- (c) The Superintendent and the Association shall within five (5) days after such written notice jointly attempt to select a single arbitrator who is an acknowledged expert as an arbitrator. The rules and procedures of the AAA shall be adhered to. If the parties are unable to agree on an arbitrator within five (5) days, the petitioning party shall submit the demand for arbitration to the American Arbitration

Association in accordance with its administrative procedures, practices and rules. Whether or not previously indicated at earlier steps, the provision(s) of the agreement which are involved shall be identified in the submission to the AAA. A copy of the submission must be provided the Superintendent at the time of its submission to the AAA.

- (d) The arbitrator may only hear and decide a grievance based upon alleged misapplication or misinterpretation of this Agreement. The arbitrator shall hear and decide only one grievance in each case. He/she shall be bound by, and must comply with all of the terms of this Agreement. He/she shall have no power to add to, delete from, or modify in any way the provisions of this Agreement. The decision of the arbitrator shall be binding upon both parties and all employees during the life of this Agreement, except as otherwise provided by law. Fees and expenses of the arbitrator shall be borne equally by the Board and the Association.

F. Rights of Teachers to Representation

- 1. No reprisals of any kind shall be taken by either party or by any member of the administration against any participant in the grievance procedure by reason of such participation.
- 2. Any teacher may be represented at all levels of the formal grievance procedure by him/herself, or by an authorized Association representative or an officer of the Association.

G. Miscellaneous

- 1. All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of participants.
- 2. Forms for filing and processing grievances and other necessary documents shall be prepared by the Superintendent, with the approval of the Association and made available through the Association so as to facilitate operation of the grievance procedure.
- 3. If, in the judgment of the Association, a grievance affects a group or class of teachers, the Association may submit such a grievance in writing. The Association may process such a grievance through all levels of the grievance procedure even though the aggrieved persons do not wish to do so. The Association must submit to the Superintendent the specific instances of the alleged violations whether the teachers wish to or not.
- 4. If a grievance concerns a matter which the school principal has no authority to resolve, the teacher/Association may file the grievance directly at Step Two of the grievance procedure, within the time limits set forth in Section C.2.

ARTICLE 35

CONTRACT

The Superintendent shall provide to each teacher notification of his/her salary placement on the schedule prior to the close of school in June.

ARTICLE 36

REDUCTION IN FORCE

A. General

Recognizing that it may become necessary to eliminate professional staff positions in certain circumstances, this provision is adopted to provide an orderly process for staff reduction.

B. Procedure

1. The Board of Education may, in the first instance, exercise its right and power to reduce the number of teaching staff positions without determining which teacher contracts will be terminated, if any, or what other staffing changes will be made to effect the purpose of position elimination.
2. If the position of a teacher who has attained tenure is eliminated, such teacher will have the right to be placed in an available vacant position or a position held by a non-tenured teacher for which such tenured teacher is certified and qualified in the judgment of the Superintendent of Schools.
3. When the Board of Education votes to eliminate a position, the Superintendent shall determine whether the necessary reduction can be effected by the non-renewal or termination of a non-tenured teacher's contract. Identification of a non-tenured teacher for layoff shall be in the sole discretion of the Superintendent upon approval by the Board. In the event that a reduction in force requires identification of a tenured teacher's contract for termination, such identification will be based upon the following criteria in the order listed:
 - a. Area of certification
 - b. Total years of experience in Regional District No. 8
 - c. Total years of teaching experience
 - d. Best interests of the school system based upon job performance/commitment to Extra Curricular Activities
 - e. Date and time of hire

- C. Recall rights for tenured teachers, as provided in Section D below, shall be in the inverse order of teacher discharge. Recalled teachers shall be given full credit for accumulated sick leave and any other benefits derived from their previous employment at RHAM.
- D. For a period of one (1) year following reduction, when filling vacancies on the professional staff caused through resignation, retirement, transfer or the creation of new positions, no new personnel shall be hired unless all tenured personnel terminated as a result of the reduction in force holding appropriate certification have been first offered the position.
- E. It is understood that this clause does not require the Board to hire previously employed personnel, classroom teachers, to fill administrative positions.
- F. It is the responsibility of the individual teachers to keep the Board informed of changes in address during this period.

ARTICLE 37

RETIREMENT BENEFITS

- A. For teachers hired with an effective start date on or before June 30, 2018, upon retirement under the Connecticut State Teachers' Retirement System, or death, a certificated professional employee, or the estate of same, shall be paid 15% of all accumulated unused sick days up to a limit of 180 days of such accumulation. Retirees have the option of receiving retirement sick leave payment at the time of retirement or after January 1 of the succeeding year. A retiree, or the estate of the same, shall notify the Board of his/her choice, in writing, at least one year prior to the desired payment date.
- B. After a minimum of fifteen (15) years continuous service in the Regional School District No. 8 School System, a teacher may be eligible for the following program:
 - 1. A teacher shall notify the Board of Education at least three years in advance of his/her date of planned retirement and shall submit a letter of resignation to take effect on that date.
 - 2. The Board of Education shall, upon receiving such notice and letter of resignation, grant a stipend equal to five percent (5%) of the teacher's base salary plus one-half percent (1/2%) of each year of service in the Regional School District No. 8 School System beyond fifteen years, for up to maximum of fifteen percent (15%) of the base salary. Payment shall be based on the 1996-97 salary rate for the degree track/step held by the teacher immediately preceding retirement.

3. This stipend shall be granted to the teacher for each of the three (3) school years immediately following his or her retirement date.
4. This provision will be available only to teachers hired prior to July 1, 1997.

ARTICLE 38

TEACHER'S MANUAL AND PROFESSIONAL AGREEMENT

- A. Teacher's Manual. The Superintendent shall provide each teacher with online access to a Teacher's Manual. Teachers shall be given notice of changes to the Manual via email, with the changes highlighted.
- B. Collective Bargaining Agreement. The complete text of this Agreement or any successor agreement shall be provided to all members of the Association by the last day of the work year. The complete text of this Agreement shall be presented to the new staff members when they sign their teaching contracts. The cost of printing the Agreement shall be divided between the parties.

ARTICLE 39

SEVERABILITY

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

ARTICLE 40

AMENDMENT

This 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.

ARTICLE 41

HOLDOVER

In the event that the Board and the Association shall fail to secure a successor agreement as hereinbefore provided in Article 3 prior to the termination of this Agreement, this Agreement shall be extended until a successor agreement shall be adopted.

ARTICLE 42

JUST CAUSE

No teacher shall be disciplined, reprimanded, reduced in rank or compensation, denied an increment or suspended, without just cause. Following the imposition of disciplinary action, a teacher shall be provided with a statement of reasons in writing for such action. The teacher shall also be entitled to have an Association representative present during a disciplinary conference.

ARTICLE 43

BOARD PREROGATIVES

Except as otherwise specifically provided in this Agreement, as amended from time to time, the Board has and will continue to retain the sole right, responsibility and prerogative to direct the management and operation of the public schools within Regional School District No. 8 including but not limited to the following:

To maintain public schools and such other educational activities as it, in its judgment, deems will best serve the interests of the Regional School District No. 8; to give the children of the Regional School District No. 8 as nearly equal advantage as may be practicable; to decide the need for school facilities; to determine the care, maintenance and operation of buildings, land, apparatus and other property used for school purposes; to determine the number, age and qualifications of the pupils to be admitted into each school; to designate the schools which shall be attended by the various children within its jurisdiction; to make such provisions as will enable each child of school age residing in the towns to attend school for the period required by law and provide for the transportation of children wherever it is reasonable and desirable; to decide the textbooks to be used; to make rules for the arrangement, use and safekeeping of the school libraries and to approve the books selected therefor, and to approve plans for school buildings; to prepare and submit budgets to the appropriate legislative bodies and in its sole discretion, expend monies appropriated by the towns for the maintenance of the schools, and to make such transfers of funds within the appropriate budget it shall deem desirable.

To determine the care, maintenance and operation of equipment and property used for and on behalf of the purposes of the Board.

To establish or continue policies, practices and procedures for the conduct of Board business and, from time to time, to change or abolish such policies, practices and procedures with the exception of mandatory subjects of bargaining.

To discontinue processes or operations or to discontinue their performance by employees. To select and to determine the number and types of employees required to perform the Board's operations.

To employ, transfer, promote or demote employees, or due to layoff, terminate or otherwise relieve employees from duty for lack of work or other legitimate reasons when it shall be in the best interests of the Board in accordance with this Agreement or applicable statute.

To prescribe and enforce reasonable rules and regulations for the maintenance of discipline and for the performance of work in accordance with the requirements of the Board, provided such rules and regulations are made known in a reasonable manner to the employees affected by them.

To insure that incidental duties connected with departmental operations, whether enumerated in job descriptions or not, shall be performed by employees.

To create job descriptions and revise existing job specifications as deemed necessary.

These rights, responsibilities and prerogatives are not subject to delegation in whole or in part, except that the same shall not be exercised in a manner inconsistent with or in violation of the specific terms and provisions of this Agreement.

ARTICLE 44

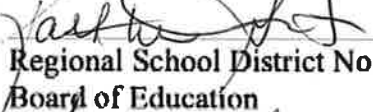
DURATION

The provisions of this Agreement shall be effective as of July 1, 2022 and shall continue and remain in full force and effect to and including June 30, 2025, unless reopened pursuant to its terms.

SIGNATURES

IN WITNESS WHEREOF, the parties herunto have caused these presents to be executed by their proper officers, hereunto duly authorized.

REGIONAL SCHOOL DISTRICT NO. 8 BOARD OF EDUCATION

 , Chairperson
Regional School District No. 8
Board of Education

Date: 11/3/2021

 , Chairperson
Negotiations Team

Date: 11/3/2021

RHAM EDUCATION ASSOCIATION

 , President
RHAM Education Association

Date: 10/22/21

 , Chairperson
Negotiations Team

Date: 10/22/21

APPENDIX A

TEACHER SALARY SCHEDULE
2022-23

STEP	<u>4th Yr</u>	<u>5th Yr</u>	<u>6th Yr</u>	<u>PhD</u>
1	47,749	50,281	52,813	54,504
2	49,216	52,293	55,137	56,956
3	50,727	54,385	57,564	59,520
4	52,285	56,560	60,097	62,198
5	53,890	58,822	62,740	64,996
6	55,544	61,176	65,501	67,921
7	57,249	63,622	68,384	70,977
8	59,008	66,168	71,393	74,171
9	60,820	68,813	74,534	77,509
10	62,686	71,566	77,813	80,996
11	64,611	74,429	81,237	84,642
12	70,399	77,407	84,812	88,451
13		86,463	94,345	96,436

Teachers not on the maximum step shall advance one step on the salary schedule, effective at the beginning of the 2022-23 contract year.

Advancement from step to step on the salary schedule shall be based on receiving a satisfactory evaluation from the principal. Any withholding of an increment shall be for one (1) year unless the teacher's evaluation for the following year is still unsatisfactory. If an increase is withheld on the basis of an unsatisfactory evaluation, such withholding shall be grievable through Article 33 on the grounds of arbitrary or capricious action by the principal.

APPENDIX A

TEACHER SALARY SCHEDULE
2023-24

STEP	<u>4th Yr</u>	<u>5th Yr</u>	<u>6th Yr</u>	<u>PhD</u>
1	47,749	50,281	52,813	54,504
2	49,216	52,293	55,137	56,956
3	50,727	54,385	57,564	59,520
4	52,285	56,560	60,097	62,198
5	53,890	58,822	62,740	64,996
6	55,544	61,176	65,501	67,921
7	57,249	63,622	68,384	70,977
8	59,008	66,168	71,393	74,171
9	60,820	68,813	74,534	77,509
10	62,686	71,566	77,813	80,996
11	64,611	74,429	81,237	84,642
12	71,455	77,407	84,812	88,451
13		87,760	95,760	97,883

Teachers not on the maximum step shall advance one step on the salary schedule, effective at the beginning of the 2023-24 contract year.

Advancement from step to step on the salary schedule shall be based on receiving a satisfactory evaluation from the principal. Any withholding of an increment shall be for one (1) year unless the teacher's evaluation for the following year is still unsatisfactory. If an increase is withheld on the basis of an unsatisfactory evaluation, such withholding shall be grievable through Article 33 on the grounds of arbitrary or capricious action by the principal.

APPENDIX A
TEACHER SALARY SCHEDULE
2024-25

STEP	<u>4th Yr</u>	<u>5th Yr</u>	<u>6th Yr</u>	<u>PhD</u>
1	47,749	50,281	52,813	54,504
2	49,216	52,293	55,137	56,956
3	50,727	54,385	57,564	59,520
4	52,285	56,560	60,097	62,198
5	53,890	58,822	62,740	64,996
6	55,544	61,176	65,501	67,921
7	57,249	63,622	68,384	70,977
8	59,008	66,168	71,393	74,171
9	60,820	68,813	74,534	77,509
10	62,686	71,566	77,813	80,996
11	64,611	74,429	81,237	84,642
12	72,527	77,407	84,812	88,451
13		89,076	97,196	99,351

Teachers not on the maximum step shall advance one step on the salary schedule, effective at the beginning of the 2024-25 contract year.

Advancement from step to step on the salary schedule shall be based on receiving a satisfactory evaluation from the principal. Any withholding of an increment shall be for one (1) year unless the teacher's evaluation for the following year is still unsatisfactory. If an increase is withheld on the basis of an unsatisfactory evaluation, such withholding shall be grievable through Article 33 on the grounds of arbitrary or capricious action by the principal.

APPENDIX B
EXTRACURRICULAR SALARY SCHEDULE

Assignment	2022-25
Academic Lab Monitor High School	1,123
Academic Lab Monitor Middle School (5)	1,123
Advisory - High School	1,196
Advisory - Middle School	1,196
Alternative Energy Race Team – Middle School	1,041
Alternative Energy Race Team – High School	1,041
Art Club – High School	666
Art Club – Middle School	644
Art Director - High School	1,921
Art Director Assistant - High School (3)	505*
Art Director Assistant - Middle School (1)	505
Auditorium/Theater Tech Club	3,385
Auditorium Director	12,014
Band Director – High School	4,560
Band Director – Middle School	1,218
Best Buddies Club	221
Best Buddies Drama	1,155
Best Buddies Drama Assistant	630
Best Buddies - Middle School (2 advisors)	110*
Card Club – Middle School	644
Chemical Hygiene Officer	1,123
Chess Club - Middle School	644
Choral Director – High School	3,020
Choral Director – Middle School	736
Computer Club	894
Computer Applications Club	482
CT Youth Forum	983
DECA	1,615
DECA Assistant	906
Drama Club Middle School	2,426
Drama Director	3,982
Drama Director Assistant	3,321
Environmental Club Advisor — High School	850
Environmental Club Middle School	887
Foreign Language Club Advisor – Middle School	666
French Club Advisor – High School	666
Future Problem Solvers – Middle School	1,078
Gender Sexuality Alliance - High School	881
Girls Go Cyber Club	894
Home Economics Club – Middle School	1,569

Appendix B

Assignment	2022-25
Internal Facilitator for Professional Development	2,426
Latin Club Advisor – High School	666
Lcgo Club - Middle School	622
Leos Club	1,190
Literary Magazine – High School	1,961
Litcrary Magazinc – Middle School	1,961
Math League Advisor	2,161
Math League Assistant – High School	1,067
Math Club Advisor – Middle School	887
Mock Trial – High School	850
Model UN (2)	875*
Music Recording – High School	482
National Honor Society Advisor – High School	887
Newspaper Advisor – High School	1,961
Newspaper Club Advisor Middle School	887
PASS – Middle School	1,123
Pep Band – High School	3,385
Portfolio Managers (2)	1,123*
Power of Words (2)	1,999*
School Store – High School	5,271
School Store – Middle School	920
Sister School – High School	1,539
Skate Club High School	482
Ski Club Advisor – High School	775
Ski Club Advisor – Middle School	775
Spanish Club Advisor – High School	666
Strategic Problem Solving	666
Summer Reading List (5)	171*
Student Secret Service – Middle School	961
Technology Student Association – High School	2,161
Technology Student Association – Middle School	2,161
Ultimate Frisbee Club	775
Video Production Advisor	5,271
Multimedia Club – High School	1,024
Yearbook Advisor – High School (2)	3,460
Yearbook Advisor – Middle School	1,961
Yearbook Photographer – Middle School	983
Student Council Advisor – High School	1,036
Student Council Advisor – Middle School	1,036
Peer Helper Advisor – High School	1,356
Peer Mediation – Middle School	1,036
12th Grade Class Advisor	1,689
11th Grade Class Advisor	1,223

Appendix B

Assignment	2022-25
10th Grade Class Advisor	995
9th Grade Class Advisor	880
8th Grade Class Advisor	580
7th Grade Class Advisor	580

Official chaperones at all school functions including basketball games and school dances will be paid \$49 per assignment.

* Per person stipend amount.

APPENDIX C
EXTRA ATHLETIC SALARY SCHEDULE

Assignment	2022-25
Boys' Soccer	
Varsity	5,564
Assistant	3,611
Junior Varsity	3,448
Middle School	3,616
Girls' Soccer	
Varsity	5,564
Assistant	3,611
Junior Varsity	3,448
Middle School	3,616
Boys' Basketball	
Varsity	5,564
Assistant	3,611
Junior Varsity	3,448
Freshman	3,108
Middle School	3,616
Girls' Basketball	
Varsity	5,564
Assistant	3,611
Junior Varsity	3,448
Freshman	3,108
Middle School	3,616
Boys' Baseball	
Varsity	5,564
Assistant	3,611
Junior Varsity	3,448
Freshman	3,108
Middle School	3,616
Girls' Softball	
Varsity	5,564
Assistant	3,611
Junior Varsity	3,448
Middle School	3,616
Cross Country	
Boys' Cross Country	5,564
Boys' High School Assistant	3,611
Girls' Cross Country	5,564
Girls' High School Assistant	3,611
Middle School Cross Country (Boys & Girls)	3,616
Middle School Assistant	1,688

Appendix C

Assignment	2022-25
Boys' Wrestling	
Varsity	5,564
Assistant	3,611
Middle School	3,616
Track and Field	
Boys' Varsity	5,564
Girls' Varsity	5,564
Boys' Assistant	3,611
Girls' Assistant	3,611
General Assistant	3,611
Middle School	3,616
Middle School Assistant	1,688
Indoor Track	
Boys' Varsity	5,564
Girls' Varsity	5,564
Boys' Assistant	3,611
Girls' Assistant	3,611
Girls' Volleyball	
Varsity	5,564
Junior Varsity	3,448
Boys' Tennis	5,564
Girls' Tennis	5,564
Football	
Varsity	5,564
Assistant Varsity (2)	3,611*
Junior Varsity	3,448
Freshmen	3,108
Boys' Lacrosse	
Varsity	5,564
Assistant	3,611
Junior Varsity	3,448
Girls' Lacrosse	
Varsity	5,564
Assistant	3,611
Junior Varsity	3,448
CO-EDUCATIONAL	
Golf	5,564

Appendix C

Assignment	2022-25
Cheerleading	
Varsity – Fall	5,564
Varsity Assistant - Fall	3,611
Varsity – Winter	5,564
Varsity Assistant - Winter	3,611
Junior Varsity (Fall)	3,448
Junior Varsity (Winter)	3,448
Middle School	3,616
 Dance (High School)	 3,611
Unified Sports (High School)	3,108

* Per person stipend amount.

APPENDIX D

2022-25

DEPARTMENT COORDINATORS/TEAM LEADERS

All department coordinators and team leaders, approved by the Superintendent of Schools, in positions established by the Board of Education, will be remunerated at the rates listed below. These supervision figures shall be pro-rated accordingly for supervision of part-time teachers.

2022-25

Department Coordinators

Base \$3,500

For supervision of each teacher \$200

All Department Coordinators will be required to work the following number of additional days, as assigned by the Administration, at per diem compensation:

2022- 2025: 7 days

2022-25

Middle School Team Leaders

\$3,500

All Middle School Team Leaders will be required to work the following number of additional days, as assigned by the Administration, at per diem compensation:

2022- 2025: 2 days

Curriculum supervision and/or review by department coordinators will be compensated at \$30.00 per hour (up to 3 hours) per course.

APPENDIX E

PREVENTIVE SERVICES SCHEDULES FOR WELLNESS INCENTIVE

These preventive schedules will change as per the carrier recommendations, without the need for further negotiations.

Screening/service	Age/gender	Frequency
Physical exam (includes body mass index, height, weight, blood pressure check)	18+/male and female	Each year
Cholesterol check	18+/male and female	Each year
Cervical cancer screening	21+/female	Every three years
Breast cancer screening	40+/female	Start at age 40, then as doctor recommends
Colon cancer screening	50+/male and female	Start at age 50, then as doctor recommends
Prostate cancer screening	50+/male	Start at age 50, then as doctor recommends

MEMORANDUM OF UNDERSTANDING

The Board and the Association recognize that categories 1 to 8 within Article 15 of the Collective Bargaining Agreement may not apply to certain individuals due to their marital and/or family status.

In the event that an individual requests a personal day for a marriage, death, graduation or illness in the immediate family, not specifically delineated within each category, he or she may be granted the day under category eight.

This understanding reflects an awareness of the broader definition of family that exists in today's society and the willingness of the parties to accommodate these situations.

Regional School District No. 8
Board of Education

By _____

RIIAM Education Association

By _____

Date: _____

MEMORANDUM OF UNDERSTANDING

By their signatures on the Memorandum of Understanding, the Administration and the RHAM Education Association agree as follows:

1. On each of the four exam days at the end of the first semester, teachers will be released after the last exam for the day has been administered.
2. During each semester, the Administration will schedule a parent-teacher conference session for each school, for a total of two parent-teacher conference sessions at each school per year. The parent-teacher conference sessions will occur during the afternoon-evening on the dates established. The Association acknowledges and agrees that teachers will be required to be available for parent-teacher conferences during the conference periods.
3. The parties understand and acknowledge that some parents may not be available for parent-teacher conferences during the conference periods established by the Administration. The Administration and Association agree that teachers will make themselves reasonably available for parent-teacher conferences for such parents at other times, in accordance with the provisions of Public Act 10-111.

This Agreement shall not create a practice or precedent in any respect.

Regional School District No. 8
Board of Education

By _____

Date: _____

RHAM Education Association

By _____

Date: _____

Regional School District No. 8 Board of Education

403(b) Retirement Plan

for Retiring Teachers

Article I

Establishment and Purpose of Plan

1.01 **Establishment and Purpose of Plan.** Effective June 1, 2005, the Regional School District No. 8 Board of Education adopts this 403(b) Plan for eligible retiring teachers and eligible certificated professional employees of the Regional School District No. 8 Board of Education. The official name of the Plan is the Regional School District No. 8 Board of Education 403(b) Retirement Plan for Retiring Teachers (the "Plan").

The Plan provides for two different non-elective retirement contributions to be made by the Employer. The first type of non-elective retirement contribution is made by the Employer into the Plan for eligible certificated professional employees (who satisfy the requirements for a retirement benefit under the Connecticut State Teachers' Retirement System), and is in lieu of payments for up to fifteen percent (15%) of their accumulated unused sick days referred to in Article 37 of the Agreement between the Employer and the RIAM Education Association for the period July 1, 2003 - June 30, 2006 (the "Agreement"). The second type of non-elective retirement contribution is on behalf of retiring teachers who have completed a minimum of fifteen (15) years of continuous service with the Employer, and is in lieu of the retirement stipend referred to in Article 36 of the Agreement. Eligible Employees no longer shall have the right to receive those cash payments for accrued sick days and the stipend under the Agreement, whether in the form of cash or in some other form or type of benefit, nor to elect on an individual basis via a salary reduction agreement to have those benefits under the Agreement contributed into this Plan or the Voluntary Deferral Plan.

The Employer will make the non-elective retirement contribution in lieu of the retirement stipend formerly payable under the Agreement on account of the Plan Year in which the Participant retires, and for each of the next two Plan Years thereafter, provided the Participant remains alive in each of those Plan Years. No contribution will be made by the Employer into the Plan for any Plan Year that begins after the Plan Year in which the Participant dies. The non-elective retirement contribution that is based on the amount of the accumulated unused sick days formerly payable under the Agreement in cash to an eligible retiring employee shall be paid into the Plan for the Plan Year in which he or she retires. However, to the extent the aggregate non-elective retirement contribution scheduled to be paid for a Plan Year would exceed the maximum contribution in a Plan Year under Section 415(c)(1) of the Code, then the excess amount over the Section 415(c)(1) limit will be contributed by the Employer in the next Plan Year or future Plan Years (but over a period of no more than a total of five Plan Years as permitted by Section 403(b)(3) of the Code, if necessary,) in order to pay the full amount required by the Agreement into the Participant's Account.

The Plan is designed to satisfy the provisions of Section 403(b) of the Internal Revenue Code.

Article II

Definitions

The words and phrases defined in this Article have the following meanings throughout this Plan document.

2.01 **Account**. The separate account(s) established for each Participant to which Plan Contributions and investment earnings are credited, and expense charges and distributions are deducted. A Participant's Account may be divided into subaccounts as determined by the Employer.

2.02 **Agreement**. The collective bargaining agreement in effect between the Employer and the RHAM Education Association for the period July 1, 2003 – June 30, 2006, as amended by a memorandum of agreement between the Employer and the RHAM Education Association, effective June 1, 2005.

2.03 **Beneficiary**. The individual, institution, trustee, or estate designated by the Participant to receive the Participant's benefits at his or her death.

2.04 **Board**. The board members of the Regional School District No. 8 Board of Education.

2.05 **Break in Service**. A Plan Year in which a Participant has fewer than 500 Hours of Service.

2.06 **Code**. The Internal Revenue Code of 1986, and the regulations issued thereunder, as amended.

2.07 **Compensation**. The amount of total pay (including all bonuses, overtime, summer pay, stipends that are in addition to base pay, or non-cash compensation of any other nature) received by a Participant which is includable in gross income for the most recent Plan Year period (ending not later than the close of the taxable year), plus any salary reduction contributions made by an employee to a plan described under section 403(b) or section 125 of the Code. In no event shall the Compensation taken into account under the Plan exceed the limits of Code section 401(a)(17).

The annual compensation of each Participant taken into account in determining allocations for any Plan year beginning after December 31, 2001, shall not exceed \$200,000, as adjusted for cost-of-living increases in accordance with section 401(a)(17)(B) of the Code. Annual compensation means compensation during the Plan year or such other consecutive 12-month period over which compensation is otherwise determined under the Plan (the determination period). The cost-of-living adjustment in effect for a calendar year applies to annual compensation for the determination period that begins with or within such calendar year.

2.08 **Date of Employment**. The first day upon which an employee completes an Hour of Service for performance of duties during the employee's most recent period of service with the Employer.

2.09 **Effective Date**. The plan is effective as of June 1, 2005.

2.10 **Eligible Employee.** An employee who is employed by the Employer and who is a member of the collective bargaining unit represented by the RHAM Education Association and is covered by the Agreement.

2.11 **Employer.** Regional School District No. 8 Board of Education.

2.12 **Employer Contributions.** Contributions made by the Employer under this Plan as required by Section 4.01.

2.13 **ERISA.** The Employee Retirement Income Security Act of 1974, as amended.

2.14 **Investment Funds.** The Oppenheimer Funds, which is the current funding vehicle for this Plan, or any other investment vehicle or contract mutually agreeable to the Employer and the Association, which satisfies the requirements for a Section 403(b) contract as defined in regulations issued by the Internal Revenue Service.

2.15 **Investment Sponsor.** The Oppenheimer Funds, or any other insurance, variable annuity, 403(b)(7) custodial account, mutual fund, or retirement company permitted by the Employer to provide Investment Funds available to Participants under Article V the Plan.

2.16 **Highly Compensated Employee.** An employee who, during the Plan Year, is either (a) a 5% owner of the Employer or any entity within the Employer's controlled group or (b) who receives Compensation in excess of \$80,000 in the prior Plan Year, as adjusted annually pursuant to section 415(d) of the Code.

2.17 **Participant.** Any Eligible Employee of the Employer who becomes a participant in this Plan under Section 3.01.

2.18 **Plan.** Regional School District No. 8 Board of Education 403(b) Retirement Plan for Retiring Teachers.

2.19 **Plan Contributions.** Employer Contributions made to the Plan under Section 4.01.

2.20 **Plan Year.** July 1 through June 30.

2.21 **Voluntary Deferral Contribution.** Contributions made by an Employee to the Voluntary Deferral Plan referred to in Article IVA.

2.2 **Year of Service.** A complete school year during which the Eligible Employee is a full-time employee of the Employer.

Article III

Eligibility for Participation

3.01 **Eligibility for Participation.** An Eligible Employee shall be eligible to participate in this Plan and receive the Employer Contribution upon satisfaction of the

applicable requirements for participation in the Plan as set forth in Article 36 (or such other corresponding section of any amendment to such Agreement) of the Agreement, as amended from time to time. Eligibility for the Employer's non-elective contribution in Section 4.01 of the Plan occurs only after the Eligible Employee announces his or her intention to retire from employment with the Employer in accordance with the terms of the Agreement, and he or she otherwise satisfies the applicable eligibility requirements under the Agreement.

3.02 Enrollment in Plan. To participate in this Plan:

(a) An Eligible Employee must complete the necessary enrollment form(s) and return them to the Employer. An employee who has been notified that he or she is eligible to participate in the Plan but who fails to return the enrollment form(s) will be deemed to have enrolled under the Plan pending completion of the required forms.

(b) An Eligible Employee who complies with the requirements of this Section 3.02 and becomes a Participant is entitled to the benefits of, and bound by, the terms and conditions in the Plan, as amended from time to time, and any Funding Vehicle(s) to which Employer Contributions for the Participants have been applied.

3.03 Termination of Participation. A Participant will continue to participate in the Plan as an active participant until he or she ceases to be an Eligible Employee, or the Plan is terminated, whichever occurs first.

Article IV
Employer Contributions

4.01 Employer Contributions.

Non-elective Contribution - The Employer will contribute to the Plan for a Participant who satisfies the requirements of Article 36 of the Agreement (or such other corresponding section of any amendment to the Agreement), as amended from time to time, an amount equal to the dollar value of the Participant's accumulated unused sick day cash-out plus the stipend payment on account of retirement that is calculated by reference to Article 36 of the Agreement (or such other corresponding section of any amendment to the Agreement), as amended from time to time, provided the maximum amount of said non-elective contribution shall not exceed the maximum annual addition limit set forth in Section 4.02 of the Plan minus the amount of the Voluntary Deferral Contributions made by the Employer for a Participant for said Plan Year to the Employer's Voluntary Deferral Plan; and further provided that any portion of the applicable Amount under the Agreement that otherwise would exceed the maximum annual addition in Section 4.02 of the Plan for a Plan Year shall be payable by the Employer to the Plan for the next Plan Year.

4.02 Limitations on Contributions.

Maximum annual addition. Except to the extent permitted under section 414(v) of the Code, if applicable, the annual addition that may be contributed or allocated to a Participant's Account under the Plan for any limitation year shall not exceed the lesser of:

- (a) \$40,000, as adjusted for increases in the cost-of-living adjustment under section 415(d) of the Code, or
- (b) 100 percent (100%) of the Participant's compensation, within the meaning of section 415(c)(3) of the Code, for the limitation year. The compensation limit referred to in (b) shall not apply to any contribution for medical benefits after separation from service (within the meaning of section 401(h) or section 419A(f)(2) of the Code) which is otherwise treated as an annual addition.

4.03 When Contributions Are Made. Contributions shall be made to the Investment Funds at such times and in accordance with such procedures established by the Employer and Investment Sponsor.

4.04 Allocation of Contributions. A Participant may allocate Employer Contributions made on his or her behalf to Investment Funds in any whole number percentages that equal 100%.

Article IVA Voluntary Deferral Plan

4.01A Eligibility to Participate in Employer's Voluntary Deferral Plan. An Employee will also be eligible to participate in the Employer's elective 403(b) Plan that allows eligible employees of the Employer to contribute Voluntary Deferral Contributions to said plan in accordance with the terms and conditions of that plan (the "Voluntary Deferral Plan"). The Voluntary Deferral Plan shall be a separate plan from this Plan.

4.02A Catch-up Contribution. All employees who are eligible for the Voluntary Deferral Plan and who have attained age 50 before the close of the plan year shall be eligible to make catch-up contributions in accordance with, and subject to the limitations of, section 414(v) of the Code. Such catch-up contributions shall not be taken into account for purposes of the provisions of the Voluntary Deferral Plan implementing the required limitations of sections 402(g) and 415 of the Code. The Voluntary Deferral Plan shall not be treated as failing to satisfy the provisions of the Voluntary Deferral Plan implementing the requirements of sections 401(k)(3), 401(k)(11), 401(k)(12), 410(b), or 416 of the Code, as applicable, by reason of the making of such catch-up contributions.

Article V Investment Sponsor/Investment Funds

5.01 Investment Sponsor/Investment Funds.

(a) Plan Contributions are invested pursuant to the Participant's self-direction instructions into one or more of the Investment Sponsor's Investment Funds available to Participants under this Plan.

(b) The Employer's current selection of Investment Sponsor and Investment Funds is not intended to limit future additions or deletions of Investment Sponsors and Investment Funds.

5.02 **Investment Fund Transfers.** Investment Fund transfers are permitted by a Participant, provided they are permitted by the Employer and Investment Sponsor with which a Participant has invested his or her Account. Investment Sponsors may process permitted transfer requests among the Investment Sponsors and Investment Funds without inquiring whether the request meets any condition that the Employer may impose on such transfers. No other investment transfer requests shall be allowed under the Plan.

Article VI

Vesting

6.01 **Vesting.** All Participants in the Plan shall be immediately 100% vested in their Accounts.

Article VII

Benefits

7.01 **Retirement Benefits.** The Participant is entitled to receive retirement benefits under options set forth in the relevant Funding Vehicle(s), which will include a lump-sum payment if permitted by the Investment Sponsor.

7.02 **Form of Benefits.** Benefits may be received under this Plan in any form the relevant Funding Vehicle(s) permit, which will include a lump-sum payment if permitted by the Investment Sponsor.

7.03 **Survivor Benefits.** Upon the death of the Participant and prior to the commencement of retirement benefit payments, the full current value of the Account(s) is payable to the Beneficiary or beneficiaries named by the Participant, under the options offered by the Investment Sponsor(s), including a lump sum distribution if offered. Distribution of Survivor Benefits is subject to the required distribution rules set forth in Code section 401(a)(9).

7.04 **Beneficiary's Rights.** Benefits shall be paid to the Participant's Beneficiary in the form of a lump-sum payment to the extent permitted by the Investment Sponsor, unless a different form of payment is elected by the Beneficiary.

7.05 **Application for Benefits.** Procedures for receipt of benefits are initiated by writing directly to the Investment Sponsor(s). Benefits will be payable by the Investment Sponsor(s) upon receipt of a satisfactorily completed application for benefits and supporting documents, if necessary. The necessary forms will be provided to the Participant, or the Beneficiary by the Investment Sponsor(s).

Minimum Distribution Requirements.

(a) All distributions under this Plan will be made under Code section 403(b)(10) and applicable IRS regulations issued thereunder.

(b) The entire interest of each Participant will be distributed beginning no later

than April 1 of the calendar year following the later of the calendar year in which the Participant attains age 70-1/2 or retires, over a period no longer than the life of the Participant or over the lives of the Participant and a designated Beneficiary. Upon the Participant's death, any remaining interest will be distributed at least as rapidly as under the method of distribution in effect at the time of the Participant's death.

(c) If the Participant dies prior to the time benefit payments begin, any portion of his or her interest payable to (or for the benefit of) a designated Beneficiary will be paid within five years of the Participant's death or will be paid, beginning no later than December 31 of the calendar year beginning after the calendar year of the Participant's death, over the life of the designated Beneficiary or over a period not exceeding the life expectancy of the designated Beneficiary. If the designated Beneficiary is the surviving spouse, payment may be delayed until the December 31 of the calendar year in which the Participant would have attained age 70-1/2; however, the surviving spouse may not treat the Participant's Account as his or her own pursuant to IRS Regulation 1.408-8, Q&A-5.

7.07 Distribution Upon Severance From Employment. A Participant's Account may be distributed on account of the Participant's severance from employment with the Employer. However, such a distribution shall be subject to the other provisions of the Plan regarding form of distributions.

7.08 Automatic Rollover of Mandatory Distributions. Effective March 28, 2005, in the event of a mandatory distribution in accordance with the provisions of this Section 7.08 of the Plan occurring on or after March 28, 2005, that is greater than \$1,000, if the Participant does not elect to have such distribution paid directly to an eligible retirement plan specified by the Participant in a direct rollover pursuant to Section 401(a)(31) of the Code or to elect to voluntarily receive the distribution directly pursuant to this Section 7.08 of the Plan, then the plan administrator will pay the distribution in a direct rollover to an individual retirement plan designated by the plan administrator pursuant to Section 401(a)(31)(B) of the Code.

Article VIII

Non-Alienation of Retirement Rights or Benefits

8.01 Nonalienation of Retirement Rights or Benefits. To the fullest extent permitted by law, no benefit under the Plan may at any time be subject in any manner to alienation, encumbrance, the claims of creditors, or legal process. No person will have the power in any manner to transfer, assign, alienate, or in any way encumber his or her benefits under the Plan, or any part thereof, and any attempt to do so will be void and of no effect. However, this Plan will comply with any judgment, decree, or order which establishes the rights of another person to all or a portion of a Participant's benefit under this Plan to the extent that it is a "qualified domestic relations order" under ERISA section 206(d)(3).

Article IX

Administration

9.01 Plan Administrator. The Employer is the Administrator of this Plan, and is responsible for enrolling Participants, sending Plan Contributions for each Participant to

the Investment Sponsor(s) selected by the Participant, and for performing other duties required for the operation of the Plan.

9.02 Authority of the Employer. The Employer has all the powers and authority expressly conferred upon it herein and further has the sole discretion to interpret and construe the Plan, and to determine any disputes arising under it. In exercising these powers and authority, the Employer will at all times exercise good faith, apply standards of uniform application, and refrain from arbitrary action. The Employer may employ attorneys, agents, and accountants as it finds necessary or advisable to assist it in carrying out its duties. The Employer and the Investment Sponsor(s) shall establish a claim procedure providing for full and fair review of denied claims for benefits under the Plan. The Employer, by action of its Board, may designate a person or persons other than the Employer, or a committee of such persons, to carry out any of its powers, authority, or responsibilities. Any delegation shall be set forth in writing.

9.03 Action of the Employer. Any act authorized, permitted, or required to be taken by the Employer under the Plan, which has not been delegated in accordance with Section 9.02, may be taken by a majority of the members of the Board, either by vote at a meeting or in writing without a meeting, if permitted by law. All notices, advice, directions, certifications, approvals, and instructions required or authorized to be given by the Employer under the Plan will be in writing and signed by either (i) a majority of the members of the Board, or by any member or members as may be designated by an instrument in writing, signed by all members, as having authority to execute the documents on its behalf, or (ii) a person who becomes authorized to act for the Employer in accordance with the provisions of Section 9.02. Any action taken by the Employer which is authorized, permitted, or required under the Plan and is in accordance with the Investment Sponsor(s)' contractual obligations is final and binding upon all persons who have or who claim an interest under the Plan, and all third parties dealing with the Employer, subject to Section 9.02.

9.04 Indemnification. In addition to whatever rights of indemnification the members of the Board, or any other person or persons (other than the Investment Sponsor(s)) to whom any power, authority, or responsibility of the Employer is delegated pursuant to Section 9.02, may be entitled under the articles of incorporation, regulations, or by-laws of the Employer, under any provision of law, or under any other agreement, the Employer will satisfy any liability actually and reasonably incurred by any member or other person or persons, including expenses, attorneys' fees, judgments, fines, and amounts paid in settlement, in connection with any threatened, pending, or completed action, suit, or proceeding which is related to the exercise or failure to exercise by the member or other person or persons of any of the power, authority, responsibilities, or discretion of the Employer as provided under the Plan, or reasonably believed by the member or other person or persons to be provided thereunder, or any action taken by the member or other person or persons.

Article X
Amendment and Termination

10.01 **Amendment and Termination.** While it is expected that this Plan will continue indefinitely, the Employer reserves the right at any time to amend or terminate the Plan by resolution of its Board, except that:

(a) No amendment shall be made which will operate to recapture for the Employer any contributions previously made under this Plan, provided that Employer Contributions which were made based on a mistake of fact may be returned to the Employer within one year, of the date on which the contribution was made;

(b) No amendment shall deprive, take away, or alter any then accrued right of any Participant insofar as Employer Contributions previously made under the Plan are concerned, or to be made pursuant to the current Agreement as defined in Section 2.02 of the Plan, except to the extent subsection (a) above otherwise applies; and

(c) The Employer, at any time or from time to time, may amend any or all of the provisions of the Plan without the consent of any person.

(d) The Employer, at any time or from time to time may terminate the Plan, provided said termination does not alter any accrued right of any Participant to the Employer Contributions previously made on his or her behalf under the Plan, except to the extent subsection (a) above otherwise applies.

10.02 **Limitations.** Notwithstanding anything to the contrary contained in this Plan, the obligation of the Employer to make Plan Contributions is subject to the provisions relating to the amendment and termination of the Plan contained in this Article X; provided that no amendment or termination will affect any obligation of the Employer to make Plan Contributions with respect to Compensation earned by the Participant prior to the date of amendment or termination.

10.03 **No Reversion.** Under no circumstances or conditions will any Plan Contributions of the Employer revert to, be paid to, or inure, directly or indirectly, to the benefit of the Employer. However, in the event that Employer Contributions are made by the Employer by mistake of fact, these amounts may be returned to the Employer within one year of the date that they were made.

Article XI

Direct Rollovers

11.01 **Right to Elect Direct Rollover.** Notwithstanding any provision of the plan to the contrary that would otherwise limit a Distributec's election under this Article, a Distributec may elect, at the time and in the manner prescribed by the Plan Administrator, to have any portion of an Eligible Rollover Distribution from the Plan paid directly to an Eligible Retirement Plan specified by the Distributec in a Direct Rollover.

11.02 Definitions.

(a) **Eligible Rollover Distribution.** An Eligible Rollover Distribution is any distribution of all or any portion of the balance to the credit of the Distributec, except that an Eligible Rollover Distribution does not include:

(1) any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the Distributec or the joint lives (or joint life expectancies) of the Distributec and the Distributec's designated beneficiary, or for a specified period of ten years or more;

(2) any distribution to the extent such distribution is required under section 401(a)(9) of the Code; and

(3) the portion of any distribution that is not includable in gross income (determined without regard to the exclusion for net unrealized appreciation with respect to employer securities.)

(b) **Eligible Retirement Plan.** An Eligible Retirement Plan is an individual retirement account described in section 408(a) of the Code, an individual retirement annuity described in section 408(b) of the Code, or a tax-sheltered annuity described in section 403(b) of the Code, that accepts the Distributec's Eligible Rollover Distribution.

(c) **Distributec.** A Distributec means a former employec. In addition, the former employee's surviving spouse and the former employee's former spouse who is the alternate payee under a qualified domestic relations order, as defined in section 414(p) of the Code, are Distributees with regard to the interest of the spouse or former spouse.

(d) **Direct Rollover.** A Direct Rollover is a payment by the Plan to the Eligible Retirement Plan specified by the Distributec.

11.03 Direct Rollovers of Plan Distributions.

(a) **Modification of Definition of Eligible Retirement Plan.** For purposes of the direct rollover provisions in this Article XI of the Plan, an eligible retirement plan shall also mean an annuity contract described in section 403(b) of the Code and an eligible plan under section 457(b) of the Code which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state, and which agrees to separately account for amounts transferred into such plan from this plan. The definition of Eligible Retirement Plan shall also apply in the case of a distribution to a surviving spouse, or to a spouse or former spouse who is the alternate payee under a

qualified domestic relations order, as defined in section 414(p) of the Code.

(b) **Modification of Definition of Eligible Rollover Distribution to Exclude Hardship Distributions.** For purposes of the direct rollover provisions in this Article XI of the Plan, any amount that is distributed on account of hardship shall not be an Eligible Rollover Distribution and the distributee may not elect to have any portion of such a distribution paid directly to an eligible retirement plan.

(c) **Modification of Definition of Eligible Rollover Distribution to Include After-tax Employee Contributions.** For purposes of the direct rollover provisions in Article XI of this Plan, a portion of a distribution shall not fail to be an Eligible Rollover Distribution merely because the portion consists of after-tax employee contributions which are not includible in gross income. However, such portion may be transferred only to an individual retirement account or annuity described in sections 408(a) or (b) of the Code, or to a qualified defined contribution plan described in sections 401(a) or 403(a) of the Code that agrees to separately account for amounts so transferred, including separately accounting for the portion of such distribution which is includible in gross income and the portion of such distribution which is not so includible.

11.04 **No Rollovers from Other Plans.** The Plan will not accept a rollover into the Plan by a Participant of any eligible rollover distribution from another 403(b) Plan or any other type of retirement plan or individual retirement account.

Article XII

Miscellaneous

12.01 **Plan Non-Contractual.** Nothing contained in this Plan shall be construed as a commitment or agreement on the part of any person to continue his or her employment with the Employer, and nothing contained in this Plan shall be construed as a commitment on the part of the Employer to continue the employment or the rate of Compensation of any person for any period, and all employees of the Employer shall remain subject to discharge to the same extent as if the Plan had never been put into effect.

12.02 **Claims of Other Persons.** The provisions of the Plan shall in no event be construed as giving any Participant, or any other person, firm, or corporation, any legal or equitable right as against the Employer, their officers, employees, or directors, except the rights specifically provided for in this Plan or created in accordance with the terms and provisions of this Plan.

12.03 **Merger, Consolidation, or Transfers of Plan Assets.** The Plan shall not be merged or consolidated with any other plan, unless, immediately after a merger or consolidation, each Participant would receive a benefit under the Plan which is at least equal to the benefit he or she would have received immediately prior to a merger or consolidation (assuming in each instance that the Plan had then terminated).

12.04 **Finality of Determination.** Subject to Section 9.02, all determinations with respect to the Plan are made on the basis of the records of the Employer, and all determinations made are final and conclusive upon employees, former employees, and all other persons claiming a benefit under the Plan.

12.05 Incorporation by Reference. The terms of the contracts including custody agreements between the Investment Sponsor(s) and the Employer and/or the Participants and any certificates issued to a Participant by the Investment Sponsor shall be a part of the Plan as if fully set forth in the Plan document, and the provisions of each are incorporated by reference into the Plan. If there is any inconsistency or ambiguity between the terms of the Plan and the terms of the contracts, agreements and/or certificates, the terms of the Plan shall control, except to the extent that the Employer otherwise elects.

Dated this _____ day of _____.

Regional School District No. 8 Board of Education

By _____

Its _____

