

PROFESSIONAL AGREEMENT

BETWEEN

SUFFIELD BOARD OF EDUCATION

AND

SUFFIELD EDUCATION ASSOCIATION

July 1, 2019 to June 30, 2022

November 14, 2018
7114646v2

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THIS AGREEMENT IS MADE AND ENTERED INTO ON THIS ____ Day of _____, 2018, by and between the Suffield Board of Education (herein after referred to as the “Board”) and the Suffield Education Association (herein after referred to as the “Association”), affiliated with the Connecticut Education Association and the National Education Association.

WITNESSETH:

WHEREAS, the Board and the Association recognize and declare that providing a quality education for the children of Suffield, CT is their primary aim and responsibility; and

WHEREAS, the Board has a statutory obligation pursuant to 10-153 a-g inclusive, of the Connecticut General Statutes, as amended, to negotiate with the Association, or its successor. The Association or its successor has the statutory right to negotiate as the exclusive representative of its teaching and special service personnel with respect to salaries, hours as defined therein, and all other conditions of employment; and

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement.

THE PARTIES HEREBY AGREE AS FOLLOWS:

ARTICLE 1
PREAMBLE

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

B. This Agreement contains the full and complete agreement between the Board and the Association on all negotiable issues. The parties may mutually agree to negotiate during the term of this agreement or may negotiate if ordered to do so by an authority of competent jurisdiction.

ARTICLE 2
RECOGNITION

A. The Board hereby recognizes the Suffield Education Association as the exclusive representative of the certified professional employees who are employed by the Suffield Board of Education in positions requiring a teaching or other certificates and are not included in administrators' unit or excluded from the purview of paragraph 10-153a to 10-153g inclusive. The Association was designated as the exclusive representative of the certified professional employees pursuant to a designated petition certified by the Suffield Board of Education, February 17, 1971.

B. The Board agrees that it will not negotiate with any individual or organization of teachers other than the Suffield Education Association, as long as said Association retains organizational recognition status.

C. Subject to the provisions of this Agreement, the Association recognizes that the Board and the Superintendent of Schools reserve and retain full rights, authority and discretion, in the proper discharge of their duties and responsibilities, to control, supervise and manage the schools and its professional staff under governing law, ordinance, rules and regulations.

D. In accordance with the provisions of Public Act 03-174, employees working in a teaching position solely on the basis of a Durational Shortage Area Permit (DSAP) shall be included in the bargaining unit. Such individuals 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.

ARTICLE 3
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 the Town of Suffield, CT or a designated Committee made up of duly elected Board members.
2. "Superintendent" - the Superintendent of Schools for the Town of Suffield, CT or his/her designee.
3. "Association" - the Suffield Education Association.
4. "Teacher" - all personnel as defined in Article 2 - Recognition.
5. "Association Representative" - the duly designated representative of the Suffield Education Association in each school building.
6. "PR & R" - the Professional Rights and Responsibilities Committee of the Suffield Education Association.
7. "Preparation Period" - preparation periods are those periods in which the teacher is involved in the preparation of classroom materials, lesson plans, and consultations requested by the Administration.

ARTICLE 4
PROFESSIONAL NEGOTIATION

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

ARTICLE 5
GRIEVANCE PROCEDURE

Definitions

1. "Grievance shall be defined as a complaint by a teacher or a group of teachers that as to him, her, them, there has been a misapplication, a misinterpretation, or violation of a specific term or terms of this Agreement, to the detriment of the teacher or teachers.
2. "Teacher" shall mean any member of the unit as defined in Article 2, "Recognition".
3. "Party in interest" shall mean the person or persons making the claim, and their designated representative provided herein, and the Board of Education.
4. "Days" shall mean days when school is in session, except after May 1st when days shall be calendar days, so that the matter may be resolved before the end of the school term, or as soon as possible thereafter. However, for teachers who work during the summer, "days", for purposes of filing and processing grievances during July and August shall be calendar days excepting weekends or holidays on which the Board of Education office is closed.
5. "AAA" shall mean the American Arbitration Association.
6. "File" shall mean the teacher shall present the written grievance to the appropriate administrator or his/her designee in person. The grievance shall be dated and initialed by both the administrator and the grievant when received.
7. "Render" shall mean the appropriate administrator or his/her designee shall present the written decision to the teacher in person. The decision shall be dated and initialed by both the administrator and the grievant when received.
8. "ADRC" shall mean the American Dispute Resolution Center.

Time Limits

1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each step shall be considered as a maximum. The time limits specified may, however, be extended by written agreement of the parties in interest.
2. If a teacher does not file a grievance in writing within twenty (20) days after he/she knew or should have known of the act or conditions on which the grievance is based, then the grievance shall be considered to have been waived. For grievances which arise during the summer recess, the twenty (20) days shall run from the first day of school in the fall, except with respect to teachers who work during the summer as provided in Section 4 above.

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 decision rendered at that level.
4. Failure by any administrator or Board to render his/her or its decision within the specified time limits shall allow the aggrieved to pursue the grievance to the next level.

Informal Procedure

1. If a teacher feels that he/she may have a grievance he/she shall first discuss the matter with his/her principal or other appropriate administrator in an effort to resolve the problem informally
2. If the teacher is not satisfied with such 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 other appropriate administrators.

Formal Procedure

1. Level One - Principal

(a) If the teacher is not satisfied with the disposition of the matter in the informal procedure, he/she may file his/her written grievance with the principal.

(b) The principal shall, within five (5) days from the filing of the grievance, render a written answer, with a copy to the President of the Association.

2. Level Two - Superintendent of Schools

(a) If the aggrieved teacher is not satisfied with the disposition of his/her grievance at Level One, he/she may, within five (5) days after the receipt of the decision, file his/her written grievance with the Superintendent of Schools.

(b) The Superintendent shall, within five (5) days after receipt of the grievance meet with the aggrieved teacher and with the representatives of the Association, if the teacher so desires, for the purpose of resolving the grievance.

(c) The Superintendent shall, within five (5) days after the hearing, render his/her decision and the reason thereof in writing to the aggrieved teacher, with a copy to the President of 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 five (5) days after receipt of the decision, file the grievance with the Board of Education.

(b) The Board of Education shall, within ten (10) days after the receipt of the grievance, meet with the aggrieved teacher and with the representatives of the Association for the purpose of resolving the grievance.

(c) The Board shall, within ten (10) days after such hearing render its decision and the reasons therefore in writing to the aggrieved teacher, with a copy to the President of 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 Board in writing and by filing a demand for arbitration under the Voluntary Labor Arbitration Rules of the AAA or the ADRC, or the Board and the Association shall jointly select an experienced and impartial arbitrator to act as the administrator of the proceedings.

(c) The arbitrator selected shall confer promptly with the representative of the Board and the Association, shall review the record of prior hearings, and shall hold such further hearings with the parties in interest as he/she shall deem requisite.

(d) The Arbitrator shall be bound by the Voluntary Labor Arbitration Rules. 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 any of the provisions of this agreement. The decision of the arbitrator shall be final and binding upon all parties in interest.

(e) The costs of the services of the arbitrator shall be born equally by the Board and the Association.

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 party in interest may be represented at any level of the grievance procedure by any member of the bargaining unit of his/her own choosing or by a representative designated by the Association, except that he/she may not be represented by a representative or by an officer of any teacher organization other than the Association. When a teacher is not represented by the Association, the Association shall immediately be notified and has the right to be present and to state its views at all stages of the procedure.
3. The Association may, if it so desires, call upon the professional services of the Connecticut Education Association for consultation and assistance at any stage of the procedure.

MISCELLANEOUS

1. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
2. Forms for filing and processing grievances and other necessary documents, shall be prepared by the Association and approved by the Superintendent and made available through the Association.
3. If the grievance occurs as a result of an action of other than the teacher's immediate superior or affects a group or class of teachers, the grievance may be processed immediately at the level at which it occurs.
4. The Association may elect to process a grievance of any teacher, grievant, group of individuals or party in interest, on its own behalf at any step of the grievance procedure.

ARTICLE 6 SALARY PAYMENT

- 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. Method of Payment

All teachers shall elect to receive their full salary in either twenty-one two (22) equal installments per year or twenty- two (22) installments equal to 1/26th of their salary plus one (1) balloon installment equal to 4/26th of their salary. Any teacher who has elected the balloon paycheck option will be paid the balance of his/her earned salary for a school year in a single payment which will be issued not later than June 30th. Payment shall be made in a manner which does not increase the

employee's withholding tax liability, subject to compliance with applicable state and federal law.

When the regular payday falls on a holiday or other non-work day, payments will be made on the preceding workday. Paychecks during scheduled vacations may be picked up by or mailed to teachers in accordance with existing practice. Upon the employee's request, there will be direct deposit of paychecks at the bank of his/her choice providing that there is no additional cost to the Board of Education.

Payment shall be made on alternate Thursdays beginning no later than the 2nd Thursday in September.

A teacher who wishes to change his/her payment option for the following year must notify the Superintendent in writing by June. This selection will remain in effect until a teacher informs the Superintendent in writing of a change in payment option by June.

C. Upon initial employment, a teacher will elect one of the two payment options as described in Section B. However, teachers who begin employment in the middle of a school year will not have the option of the balloon check until the following school year.

D. If termination of employment comes prior to the end of the regular school year, such teacher's pay will be prorated on the basis of the number of days worked.

ARTICLE 7 EXTRA PAY FOR EXTRA DUTY

A. Extra duty for which extra compensation shall be paid and the amounts of such compensation are set forth in Appendix D, which is attached hereto, and made a part of this Agreement.

B. Teacher participation in extra duty activities in the extra duty pay schedule in Appendix D shall be strictly voluntary. Teacher participation in other extra duty activities involving students outside the normal school hours shall also be strictly voluntary. The Board reserves the right to accept a volunteer. The Board may employ a person outside the bargaining unit if no qualified Association member applies for such employment within the initial posting period.

ARTICLE 8
DEGREE DEFINITIONS

The salary schedules listed in the appendices of this Agreement shall be interpreted and applied in accordance with the following definitions:

Bachelor	A baccalaureate degree earned at an accredited college or university.
Master's or Equivalent**	A master's degree earned at an accredited college or university; the completion of thirty-six (36) credits beyond the baccalaureate degree.
Sixth Year or Master's +30 or Equivalent	A second master's degree in a discipline other than the discipline in which the initial master's degree was attained, or a Sixth Year Certificate from an accredited college or university.
Sixth Year +15 Master +45 or Equivalent	A second master's degree in a discipline other than the discipline in which the initial master's degree was attained plus fifteen (15) credits beyond the master's degree; or a "Sixth Year Certificate" plus fifteen (15) credits beyond from an accredited college or university.

** Persons initially employed in Suffield after June 30, 1985, shall be required to earn a master's degree to advance to this preparation level.

ARTICLE 9
PLACEMENT ON THE SALARY SCHEDULE

- A. Initial employment in the Suffield Public Schools.
1. New teachers to the Suffield Public Schools shall be placed on the appropriate step on the salary schedule. Full credit shall be granted on the prevailing schedule for prior teaching experience. However, teachers with the maximum years of teaching experience may be hired up to two steps below the stated maximum. The Superintendent may place a teacher "two steps above" that teacher's years of previous teaching experience. The extent to which credit shall be granted shall be determined by the Superintendent. If the teacher is hired pursuant to the alternate route to certification or as a second career candidate following traditional preparation routes to certification, credit may be granted, not to exceed ten years, at the Superintendent's discretion.
- B. All other teachers shall be placed on the appropriate step on the salary schedule, taking into consideration the following:
1. Annual increments for each year of service in the Suffield School System, provided that the Board of Education may withhold individual increments for unsatisfactory service.

2. Degree status as defined under “Degree Definitions” Article 8.
 3. As of September 1, 1976, there shall be no military service credit except that those teachers receiving military credit on that date shall continue to receive such credit at the rate then in effect.
- C. Any teacher expecting a change in degree status must notify the Superintendent no later than January 2 in order to be placed on the appropriate salary schedule for the following school year.
1. Teachers submitting documentation of said degree achievement prior to September will be placed on the new salary schedule for the first paycheck of the new school year.
 2. Any teacher submitting documentation of degree achievement between September 1 and March 1 of the new school year, will be placed on the new salary schedule beginning with the next paycheck.
 3. Teachers who submit documentation after March 1 of the new school year will not be placed on the appropriate schedule until September of the following school year.
 4. The reason for notification no later than January 2 is in order that funds may be budgeted to meet the salary change in the next fiscal year.
- D. In order for a teacher to be placed on the M.A., M.A.+30 or M.A.+ 45 salary column as a result of the completion of courses, the courses must be approved by the Superintendent or his/her designee in advance, as part of a planned program or individual courses, from an accredited university and in a subject area or field that is beneficial to the teacher’s position in Suffield and the Suffield Public Schools.

In any given twelve month period, teachers may advance on the pay schedule no more than one (1) column and no more than one step.

ARTICLE 10 INSURANCE BENEFITS

1. The Board shall provide the following insurance benefits for each teacher and eligible dependents for the period of July 1, 2019, through June 30, 2022:
2. Life Insurance: The Board shall provide \$50,000 group term life insurance paid by the Board; at least \$50,000 additional life insurance may be purchased by the employee, up to the extent allowed by the carrier.

3. On an annual basis, participating teachers shall elect one of two health insurance plans offered by the Board:
 - (a) a PPO plan with benefit levels as set out below;
 - (b) an HSA plan with benefit levels as set out below.

The HSA (Health Savings Account) plan shall be the core insurance plan. For any teacher wishing to remain in the PPO plan, the Board will contribute an amount equal to the dollar amount contributed by the Board toward the premium of the HSA plan for the teacher's coverage level. Any teacher remaining enrolled in the PPO plan shall pay the full difference between the dollar amount contributed by the Board and the full cost of the PPO plan.

Teachers may change plan options during the year upon the occurrence of a Qualified Life Event as defined in Internal Revenue Code Section 125, without the imposition of pre-existing limits, late entrant requirement or medical evidence requirements, as per the insurance carrier's requirements.

The HSA shall have the following structure:

	In-Network	Out-of-Network
Annual Deductible (Individual/Aggregate Family)	\$2000/4000	\$2000/4000
Co-insurance	0% after deductible	20% co-insurance after deductible, subject to co-insurance limits
Co-insurance Maximum (Individual/Aggregate Family)	\$3,000/6,000	3,000/6,000
Cost Share Maximum (Individual/Aggregate Family)	\$3,000/\$6,000	\$5,000/10,000
Lifetime Maximum	Unlimited	\$1,000,000
Preventive Care	Deductible waived	N/A
Prescription Drug Coverage	Treated as any other medical expense, Subject to deductible, once deductible is met, then \$5/30/45 copay per prescription	20% co-insurance after deductible, subject to co-insurance limits

The Board will fund forty percent (40%) of the applicable HSA deductible in each contract year.

Premium Cost share:

	2019-20	2020-21	2021-22
HSA Plan	21%	21%	21%
Dental Plan	21%	21%	21%

The PPO shall have prescription drug programs, with the following co-payment structure:

Managed Prescription Drug Program

Retail:

- \$10 per prescription for generic drugs
- \$30 per prescription for formulary
- \$45 per prescription for non-formulary

Mail order:

- \$15 per prescription for generic drugs
- \$40 per prescription for formulary
- \$50 per prescription for non-formulary

Retail duration: 30 days

Mail order duration: 90 days

unlimited maximum

Co-payments for PPO Plan:

Office Visit Co-pay	\$25
Urgent Care Co-pay	\$50
Emergency Room Co-pay	\$100
Inpatient Hospitalization Co-pay	\$250
Outpatient Surgery Co-pay	\$100

<i>Out-of-network services</i>	
Deductible	\$300/700/1000
Co-insurance	\$800/1000/1500
Out-of-pocket Maximum	\$1000/1500/2500

4. The Board shall provide the current Co-Pay Dental Plan and Dental Rider A, with deductibles of \$25 for individuals and \$50 per family or an alternate plan as the parties may mutually agree upon in writing.

Participating employees shall contribute the following percentages of the applicable premium rates, and the Board shall contribute the following percentages of the applicable premium rates. The Board shall make available and IRC Section 125 premium conversion plan available to employees making such contributions:

5. The Board of Education shall provide the Association with copies of insurance rate changes within 14 days after it receives rate changes from the carrier, in any event no later than April 1. Participating employees shall make a yearly election for Option 1, Option 2 or Option 3 by May 31 of each year.

6. The Board shall have the right to change insurance carriers, administrators or plans and/or to self-insure in whole or in part in order to provide the insurance coverage set forth above, provided that the overall level of benefits, coverage and administration of the new plan, which results from change in carriers and/or self-insurance, when considered as a whole, is substantially equivalent to coverage the current plan, described above, in terms of overall coverage, benefits and administration. Network shall not be a factor in considering if coverage, benefits or administration are substantially equivalent.

The President of the Association shall be notified in writing within 30 days of any intention to change carriers, administrators, plans and/or self-insure and shall have a reasonable opportunity to review the proposed changes. Should the Board and the Association disagree that the changes proposed will provide substantially equivalent benefits, coverage and administration, when considered as a whole, the disagreement(s) shall be subject to impartial arbitration as set forth in Article 5 of this Agreement, preferably before an arbitrator with experience and expertise in insurance matters. Arbitration may be demanded by either party and, should either party elect, such arbitration shall be expedited under the Rules of AAA or ADRC for expedited arbitration. No change in carrier or institution of self-insurance shall be made until the arbitrator has rendered his/her award.

The Patient Protection and Affordable Care Act ("PPACA"; Public Law 111-148) has set forth and codified under the Internal Revenue Code (IRC) §4980I the imposition of an excise tax related to employer provided health insurance plans that exceed certain value thresholds. ~~The impact of the excise tax is scheduled to take effect in 2018.~~ Should any Federal statute or regulation pertaining to IRC §4980I be mandated to take effect in ~~the 2017-18~~ any contract year triggering the imposition of an excise tax with respect to any of the contractually agreed upon insurance plans offered herein, the parties agree to commence mid-term negotiations in accordance with the Teacher Negotiation Act. During such mid-term negotiations, the parties will reopen Article 10 of the contract for the purpose of addressing the impact of the excise tax. No other provision of the contract shall be reopened during such mid-term negotiations.

7. The Board shall provide 50% of the cost of full benefits for teachers employed less than 0.5 F.T.E. with the teacher paying the remaining 50% of the cost. For employees hired on or after 7/1/99, the Board shall provide 50% of the cost of full benefits for teachers employed 0.5 F.T.E. or less, with the teacher paying the remaining 50% of the cost.
8. Having successfully performed his/her contract obligations to the school system, a teacher who resigns after completion of the school year to take a new position the following school year is entitled to appropriate benefits through August 31 of the final year of employment, unless benefits are available through the teacher's new employer.
9. The Board shall allow continuation of all existing health care insurance for any teacher upon retirement at no cost to the Board of Education. Such coverage shall

be equal to the terms in the current master agreement between the Board and the Association. It is understood that if a retiring teacher wishes to continue in the insurance plan, payments must be made by the teacher at the appropriate time. For teachers employed in Suffield as of September 1, 1987, the Board shall pay 1.5% of the premium for each year of service in Suffield for the first five years of retirement or until age 65, whichever comes first. The teacher may elect to continue in the group at his/her own expense.

10. The Board shall establish and maintain an IRS Section 125 Flexible Spending Account (FSA) for all members. The account shall be designed to permit exclusion from taxable income each teacher's share of health and medical premiums, deductibles, co-insurance, and unreimbursed medical expenses as well as the cost of dependent care. The dependent care account shall have a \$5,000 maximum and the medical account shall have a maximum amount as approved by the Board annually of no less than \$1,000.

ARTICLE 11
SERVICE INCREMENT

In recognition of length and quality of service rendered to the Suffield Public Schools, the Board of Education may upon the annual recommendation of the Superintendent:

1. Pay an amount in addition to regular salary to teachers who have served twenty or more years under contract in the Suffield Public Schools.
2. Pay an amount in addition to regular salary to teachers who have served twenty-five or more years under contract in the Suffield Public Schools. The Board will attempt to pay the service increment on one of the first two payroll dates.

Upon filing initial application, said longevity stipends shall be granted annually unless withheld for cause. The Board shall provide a written statement of reason in case a stipend is withheld from a teacher in a given year, together with suggestions for improvement leading to reinstatement of a stipend in subsequent years. Such statement shall be provided within twenty (20) days of the Board action to withhold.

	<u>20 years</u>	<u>25 years</u>
2019-2022	\$748.00	\$964.00

Persons initially employed in Suffield after June 30, 1996, will not be eligible for a service increment.

ARTICLE 12
PAYROLL DEDUCTIONS

- A. In addition to those payroll deductions required by law, including state income tax, employees may request deductions be taken from their salary for such reasons as (1) employee contributions to Board provided insurance benefits (health, FSA,

life and dental) or (2) employee contributions to Board approved providers of Life Insurance or IRC 403(b) Tax Sheltered Annuity Plans and Long Term Care. All requests for deductions must be in writing on an approved authorization form.

- B. Upon request, there will be direct deposit to the life insurance or annuity plan providing there is no additional cost to the Board of Education and the Board will provide a current list of approved plans.
- C. Paperwork may be submitted to the business office prior to the first business day of the month to participate or modify participation in these plans.
- D. Dues Deduction
 - 1. Upon the voluntary written authorization from the teacher, the Suffield Board of Education agrees to deduct from each teacher an amount equal to the Association membership dues by means of payroll deductions. The amount of the deduction from each paycheck for membership dues shall be equal to the total Association membership dues divided by the number of paychecks from and including the first paycheck in September through and including the last paycheck in June. The Association shall, no later than August 1 of each year, give written notice to the Business Office of the amount of dues and those of the CEA and NEA, which are to be deducted in that school year under such authorization.
 - 2. The balance of the annual dues shall be deducted from the final paycheck of any employee resigning his position, receiving a leave of absence or terminating his employment after the opening of school.
 - 3. The right to refund to employees monies deducted from their salaries under such authorization shall lie solely with the Association. The Association agrees to reimburse any employee for the amount of any dues deducted by the Board and paid to the Association, which deduction is by error, in excess of the proper deduction and agrees to hold the Board harmless from any claims of excessive deduction.
 - 4. No later than the first paycheck in October of each school year, the Board of Education shall provide the Association with a list of all employees of the Board of Education and the positions held by said employees. The Board shall notify the Association monthly of any changes in said list.
 - 5. The singular reference to the "Association" herein shall be interpreted as referring to the Suffield Education Association, the Connecticut Education Association, and the National Education Association.
 - 6. The Association shall indemnify and save the Board and/or the town harmless against all claims, demands, suits, judgments, or other forms of liability including attorney's fees and the cost of administrative hearings that shall or may arise out of, or by reason of, action taken by the Board of Education for the purpose of complying with the provisions of this article.

ARTICLE 13
PROTECTION OF TEACHERS

The Board of Education agrees to save teachers harmless in accordance with 10-235a and 10-236a of the Connecticut General Statutes, as amended.

ARTICLE 14
WORKERS' COMPENSATION 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 within the meaning of the Worker's Compensation Act, he/she shall be paid full salary (less the amount of any worker's compensation award made for temporary disability due to said injury) for a maximum of the first thirty days of such accident, and no part of such 30 days shall be charged to his/her annual accumulated sick leave. Except in the case of absences falling under Conn. Gen. Stat. Section 10-236a, after the above 30 days, said teacher is eligible to use accumulated sick leave. Sick leave so used will be charged against the teacher's sick leave bank at the rate of 1/3 of a day of sick leave for each day of disability beyond the 30 day full salary period. In no case shall the combination of sick leave and workman's compensation exceed the employee's normal pay.

ARTICLE 15
SEPARATION AND RECALL

A. GENERAL STATEMENT

It is recognized that under 10-220 and 10-4a of the Connecticut General Statutes, the Board of Education has the responsibility to maintain good public elementary and secondary schools, and to implement the educational interests of the state. However, recognizing also that it may become necessary to eliminate professional staff positions in certain circumstances, this Article is adopted to provide a fair and orderly process should such eliminations become necessary.

B. REASONS FOR ELIMINATION OF PROFESSIONAL STAFF POSITIONS

It is recognized that the Board of Education has the sole and exclusive prerogative to eliminate professional staff positions, consistent with the provisions of the state statutes. Elimination of professional staff positions may result from reasons including but not limited to decreases in student enrollment, changes in curriculum, severe financial conditions, or other circumstances as determined by the Board of Education.

C. DEFINITIONS

1. As used herein, the term "days" shall mean calendar days.
2. As used herein, the term "teacher" shall apply to any employee covered by this contract.

D. PROCEDURE

1. The Board of Education may, in the first instance, exercise its right and power to reduce the number of professional staff positions without determining which teacher contracts will be terminated, if any, or what other staffing changes will be made to effectuate the purpose of position elimination.
2. Prior to commencing action to terminate teacher contracts under this procedure, the Board of Education will give due consideration to its ability to effectuate position elimination and/or reduction in professional staff by:
 - (a) voluntary retirements
 - (b) voluntary resignations
 - (c) transfer of existing staff members
 - (d) voluntary leaves of absence
3. In the event that it appears necessary to terminate teacher contracts in order to effectuate the elimination of professional staff positions, the Superintendent will propose to the Board for its consideration, an orderly plan for elimination of positions, identifying professional personnel whose contracts he/she recommends for termination.
4. The following criteria will be used to select those employees whose contracts are to be considered for termination as a consequence of elimination of professional staff positions:

Criteria for determining which teacher(s) shall remain: Pursuant to Connecticut General Statute 10-151(b), as amended within the separate categories of tenure teachers and non-tenure teachers, the following criteria will be used in the order listed:

- (a) Areas of certification.
 - (b) Total years of experience in the Suffield School System;
 - (c) Total years of teaching experience;
 - (d) Degree status as determined by the total number of hours of accepted professional development credits beyond the Bachelor's Degree;
 - (e) Qualifications and ability as determined by a written evaluation of the teacher's performance as well as consideration of degree status.
5. It is understood that a layoff is a termination of employment subject to administrative and/or judicial review in the manner set forth in the subsections of Section 10-151 of the Connecticut General Statutes as amended, and in no other manner. A layoff under this Article is not subject to arbitration under ARTICLE 5 of this contract. Notification and any subsequent proceedings will be in accordance with Section 10-151 of the Connecticut General Statutes as amended.

E. POLICY PROVISIONS NOT APPLICABLE TO PROMOTION

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

F. RECALL PROCEDURE

If the employment of a teacher is terminated because of elimination of positions, the name of the teacher shall be placed on a reappointment list and remain on such list for two (2) full years unless such teacher obtains employment as a public school teacher in another district, other than on a substitute basis, during that period. If a position becomes open during such period, the teacher who has been selected by the Board of Education as the person on the recall list who is certified to hold that position, as determined in D(4)(e), will be notified in writing by registered mail, sent to his/her last known address, at least thirty (30) days prior to the anticipated date of re-employment. The teacher shall accept or reject the appointment in writing within fifteen (15) days of date of letter registration. If the appointment is accepted, the teacher shall receive a written contract within twenty days (20) of the receipt of the teacher's reply by the Board of Education. If the teacher rejects the appointment offer or does not respond according to this procedure within fifteen (15) days, then the name of the teacher will be removed from the recall list. Teachers recalled under provisions of this Article shall have all previously earned sick leave and personal leave days reinstated.

G. REDUCTION FROM FULL TO PART-TIME EMPLOYMENT

1. Subject to all preceding sections of this Article and Section 10-151 of the Connecticut General Statutes, a full-time teacher whose position is to be reduced to a part-time position shall receive two separate letters as follows:
 - (a) Notification of elimination of the position.
 - (b) Offer of a part-time position.
2. Teachers who accept part-time teaching positions or non-certified positions in Suffield as a result of the elimination of their full-time position shall remain on the recall list. They shall be offered the first available full-time teaching position for which they are certified and qualified.

ARTICLE 16 CLASS SIZE

The size of given classes or the number of pupils met by individual teachers will vary according to educational objectives, physical limitations, safety factors and staffing patterns. The Board wishes to maintain class size(s) and teacher load which reflect both educational goals and the community's willingness to support recommended practices.

To all instructional settings, factors such as staff competency, adult: pupil ratio and educational goals shall influence Board and administrative decisions pertaining to class

size. The following, while not absolute limitations, are considered by the Board to be firm guidelines:

Kindergarten	No more than 25 - NOT AVERAGED
Grades 1-5	No more than 25 - NOT AVERAGED FOR EACH GRADE LEVEL FOR EACH SCHOOL
Grades 6-8	Academic Subjects (English, Math, Science, Social Studies, Reading) No more than 25 - NOT AVERAGED FOR EACH ACADEMIC AREA FOR EACH GRADE Industrial Arts, Home Economics - No more than 20 - NOT AVERAGED Physical Education - Maximum of 25 students per instructor - NOT AVERAGED World Language and Music - No more than 25 - NOT AVERAGED Special Needs Classes - No more than 18 - NOT AVERAGED
Grades 9-12	Regular Classes - No more than 30 - NOT AVERAGED (ROOM SIZE A FACTOR) Advanced Specialized (i.e., 3rd and 4th year Language, Accounting 2 and 3, advanced mathematics) - No more than 25 - NOT AVERAGED (ROOM SIZE A FACTOR) General Level and Special Education Classes - No more than 18 - NOT AVERAGED Laboratory - No more than 20 - NOT AVERAGED Shops - No more than 20 - NOT AVERAGED Physical Education - Maximum of 25 students per instructor - NOT AVERAGED

ARTICLE 17
EMPLOYMENT YEAR

Members of the bargaining unit (who are not new teachers in Suffield) shall be compensated for school years during the term of this Agreement in accordance with the salary schedule set forth herein based upon an employment year of one hundred eighty eight (188) days including at least two non-instructional days, such work year to be scheduled at the discretion of the Board of Education at a time contiguous with the

student school year. One of these non-instructional days is to be scheduled immediately before the start of the school year and one is to be scheduled immediately following the end of the school year as a teacher work day (no in-service, no meetings) for the express purpose of-preparing/cleaning classrooms and materials for start or end of school year. New teachers shall have an employment year of eighty-nine (189) days, including one induction day. Should the Board in its discretion extend the work year, as defined above, members of the bargaining unit shall be compensated at a per diem rate based on their annual salaries for every such day at the rate of 1/188 and 1/189 for new teachers.

ARTICLE 18 WORK DAY

A. Teachers may be required to report twenty (20) minutes before the start of the student school day and to remain twenty (20) minutes after the close of the student school day except for after school meetings and regularly scheduled activities, provided that such required time before and after school shall not exceed a total of thirty (30) minutes. Alternate schedules that have been agreed upon by the teacher and Principal may be approved by the Superintendent or his/her designee.

If the required work day for teachers is extended beyond the required work hours in effect in 2015-16 by the Board during the term of this Agreement beyond that set forth above, the Board shall compensate affected members of the bargaining unit at a rate of compensation based upon a pro-rating of their annual salaries equal to a percentage of the time that the required work day is extended.

Notwithstanding the foregoing, early release days for students shall be scheduled as follows:

On days when the Board releases students earlier than normally scheduled for the purposes of additional professional development to be provided to teachers within the regular work day, teachers will be expected to work a full work day with a release time consistent with a regular student day schedule.

For all other regularly scheduled half days for students, teachers will continue to be expected to work no more than thirty (30) minutes beyond the student school day in total.

For all early release days due to emergencies, related to weather or otherwise, teachers will continue to be expected to work no more than thirty (30) minutes beyond the student school day in total.

B. Any faculty meeting of teachers scheduled by the Principal, Teacher Leader, or the Superintendent, after regular school hours, may be required of all teachers. Any such meetings after regular school hours, unless of extraordinary nature, will be held not more than once per week. Such meetings shall commence at the end of the regular contractual day except in extraordinary circumstances. Meetings shall not be more than 60 minutes, except in extraordinary circumstances. This provision does not apply to release time.

C. Teachers are expected to attend Parent Conferences, Open Houses, and Parent Night programs. The required total yearly evening program time shall be 12 hours or

fewer at each level. Scheduling of such conference time shall be the responsibility of the building level administrators.

Any participation in other afternoon/evening/weekend programs shall be strictly voluntary and non-precedent setting.

D. Due to variable time requirements that may arise from time to time and the professional nature of the teacher's position, the administrator and the teacher may schedule the teacher's work day in a pattern different from that delineated in paragraph A above, except that no teacher's work day may be lengthened under this provision. The Supervisor will work with affected staff members to ensure responsible use of this provision.

ARTICLE 19 TEACHING PERIODS

It is agreed that the Board of Education will exercise due diligence to achieve the realization of the following standard with a minimum of reasonable necessary exceptions:

- A. Secondary school teachers shall not be required to teach more than 1250 minutes per week (middle school-including Quest and Advisory) or 1265 minutes per week (high school).
- B. Secondary school teachers shall not be required to teach more than two subject areas in any school term.
- C. Secondary school teachers shall not be required to have more than three teaching preparations in any school day.
- D. Teaching (as referenced in this Article) shall be defined as time in which a teacher is actively involved with a class of multiple students in the art of teaching and for which he/she has participated in the preparing, implementing and/or evaluating student learning.
- E. Under extraordinary circumstances, a secondary school teacher may be requested to teach an additional class of students such that the teacher teaches more than the minutes specified in Article 20 paragraph A above. In such instances, the teacher shall be paid up to an additional .2 of his/her yearly salary for teaching the additional class. Any teacher who receives additional pay in accordance with this paragraph shall remain responsible for the typical number of duties. If the additional class occurs during preparation time, the teacher shall not be compensated for lost preparation time.

ARTICLE 20 PREPARATION TIME

- A. Whenever possible, each teacher shall receive at least forty (40) minutes of preparation time each day.
- B. If possible, these periods should be scheduled as one per day at a minimum of forty (40) minutes each. If it is impossible to schedule forty (40) minutes of preparation time per day, the total preparation time per week must total at least two hundred (200) minutes. The manner of this scheduling is intended to provide the flexibility required by the administration to permit reasonable scheduling of such required meetings as PPTs. Under exceptional circumstances, a teacher may be required to give up a preparation period to attend such a meeting. In such cases, compensatory preparation time shall be made available to the teacher so that the intent of this paragraph is upheld.
- C. In the event, for any individual, the amount of normal preparation time as stated above is reduced, the Board and the Association shall negotiate the impact, if any.
- D. Preparation time may be scheduled as team preparation. Team preparation period is defined as a meeting with an instructional team that may include regular classroom teachers, special education teachers, or teachers of subjects such as art, music, PE, library technology, etc. for the purpose of developing materials and strategies for delivering instructional services to a discrete group of students. A team preparation period may include all members of a team, or smaller groups e.g. two co-teachers or a coordinator and teacher(s).
- E. Middle school grade level meetings as well as any meeting at any level which is primarily administrative in nature shall not be considered a preparation period.
- F. The morning recess break and the lunch/recess period do not count as preparation periods.
- G. The required teacher attendance times before and after school are not considered preparation periods.
- H. Supervision of study halls is not considered preparation time.
- I. Part-time teachers are entitled to preparation time in proportion to the time for which they are hired.
- J. All teachers shall be entitled to leave the school if necessary as part of classroom preparation upon the signing of a "sign in/out" sheet, unless requested to remain in the building by the principal. The principal shall give a reason for the restriction should the teacher request one.
- K. Teachers shall be assigned to cover another teacher's class only when no substitute is available.
- L. In the event that a teacher is required to cover another teacher's class and therefore loses preparation time as guaranteed above, he/she will be compensated at the appropriate salary rate on a per diem basis for the amount of the lost time.

ARTICLE 21
DUTY FREE LUNCH

- A. The Board and the Association agree that a teacher's primary responsibility is to teach and that the teacher's energy should, to the extent possible, be utilized to this end.
- B. Members of the Bargaining Unit shall have an uninterrupted duty-free lunch period daily of a minimum of 20 minutes. At the elementary level the lunch period shall include the time when the children are at lunch and noon recess with the exception that each member may be assigned to recess duty once per week. All assignments shall be done on an equitable basis. The remaining days shall be reserved for consultation with staff, parents and students, and activities addressing a teacher's primary responsibility.
- C. All teachers shall be entitled to leave the school during the duty free periods set forth in the preceding paragraph, upon the signing of a "sign in/sign out" sheet, unless requested to remain in the building by the principal. The principal shall give a reason for the restriction should the teacher request one.

ARTICLE 22
SPECIAL SCHOOL PROGRAMS

Homebound tutors in the bargaining unit shall be paid at the rate established for other non-classroom service, as set forth in Appendix D, A.3.

ARTICLE 23
STUDENT MASTER TEACHER

Each teacher shall have the right to accept or reject a student teacher.

ARTICLE 24
SPECIAL TEACHER REQUIREMENTS

- A. Mentor Teacher:
- B. Team Leader:
1. A Team Leader is a teacher who has been assigned to provide leadership and coordination concerning the delivery of instruction services to a discrete group of students served by an instructional team. An instructional team can include regular classroom teachers, special education teachers, teachers of art, music, PE, library, technology, etc., as well as paraprofessionals.
 2. The position will be posted annually.
 3. The position shall be awarded by the Superintendent.

4. The Team Leader stipend is listed in Appendix B.
- C. Grade Level Leader
1. A Grade Level Leader is a teacher who has been assigned to coordinate the delivery of instructional services in all classes of a given grade. The Grade Level Leader will likely represent that grade level in school-wide planning and coordination activities, lead grade level meetings for coordination purposes, and coordinate the allocation of resources among teachers.
 2. The position will be posted annually.
 3. The position shall be awarded by the Superintendent.
 4. The Grade Level Leader stipend is listed in Appendix B.

ARTICLE 25
TEACHER FACILITIES

- A. Parking spaces will be provided for teachers at each school.
- B. Additional concerns regarding teacher facilities may be brought to the attention of the Superintendent and the Board by the Association, and a written response must be received within 10 working days.

ARTICLE 26
PERSONNEL FILES

- A. No anonymous complaints may be placed in any teacher's personnel file.
- B. No complaint shall be placed in a teacher's personnel file until the complaint has been investigated and verified by the Superintendent or his/her designee. Such investigation shall include consultation with the affected teacher.
- C. No evaluation or written statement of criticism originating after initial employment shall be placed in a teacher's personnel file for more than three (3) days unless the teacher has been notified and has had the opportunity to review such material. The teacher may submit a written notation regarding any material, and the same shall be attached to the file copy of the material in question. If the teacher is asked to sign the material placed in his/her file, such signature shall be understood to indicate his/her awareness of the material, but in no instance shall said signature be interpreted to mean agreement with the content of the material.
- D. Each teacher shall have the right to review and make copies of any material in the teacher's personnel file upon reasonable notice during the hours in which the Board's office is open.

ARTICLE 27
JUST CAUSE

No teacher shall be denied an increment, given a written reprimand, or suspended without just cause. If a teacher is to be formally disciplined, as defined above, he/she shall be entitled to receive a statement of the reasons in writing and to have a representative of the Association present.

ARTICLE 28
ACADEMIC FREEDOM

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

B. Teachers will be entitled to full rights of citizenship, and no religious or political activities of any teacher (provided such activities do not take place during his/her working hours) or the lack thereof will be grounds for any discipline or discrimination with respect to the professional employment of such teacher.

ARTICLE 29
SICK LEAVE

A. Teachers shall be entitled to sick leave with full pay up to fifteen (15) working days in each year for the employee's personal illness or disability. Unused sick leave shall be accumulated from year to year so long as the teacher remains continuously in the service of the Board up to a maximum of one hundred eighty (180) days. In addition to the maximum number of days which may be accumulated (i.e., 180) each teacher shall be permitted an additional 15 days sick leave at the beginning of each school year (in accordance with Connecticut General Statute 10-156) which may not be accumulated.

B. The Board of Education shall keep a record of each teacher's unused sick leave. A teacher may examine his/her record upon request.

C. The Board in its sole discretion may provide sick leave in excess of limits defined in this article. Board action on a particular request shall not be in any way binding or take precedence with respect to any other request, whether similar or dissimilar, and each application shall be reviewed independently on a case-by-case basis.

D. When there is a demonstrated pattern of sick leave usage which reasonably appears to show a pattern of abuse, or when there is other reasonable cause to suspect abuse of sick leave, the Superintendent may require the teacher to produce a medical certificate to justify his/her sick leave, provided the Board will pay for the cost of such certificate.

ARTICLE 30
PERSONAL LEAVE

A. A total of five (5) days of personal leave per year shall be granted to teachers for reasons of a personal or emergency nature, which made absence from school unavoidable and necessary, subject to the approval of the building principal or immediate supervisor. Personal days are not intended to be used to extend a vacation or holiday or to create a vacation. Requests to use a personal day before or after a school holiday or vacation will be approved only in extraordinary circumstances, as determined by the Superintendent.

B. Such personal leave shall not accumulate from year to year except that, for reasons of severe illness or death in the immediate family, unused leave shall accumulate from year to year to a maximum of ten (10) days.

C. Application for such leave shall be made as far in advance as practicable and, except for emergencies, shall be made at least twenty-four (24) hours prior to the date of the leave. Such leave shall be granted by the Building Principal and/or his or her designee. In cases of extreme hardship or disability to the school system permission will not be unreasonably withheld.

ARTICLE 31
JURY DUTY

Any teacher who is called for jury duty shall receive the necessary leave to fulfill this legal obligation. 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 professional salary and the jury fee.

ARTICLE 32
SABBATICAL LEAVE

A. For teachers employed in the Suffield Public Schools for a minimum of six (6) consecutive years, the Board of Education will consider application for an unpaid sabbatical year leave to be devoted to professional improvement as detailed in a planned program of study, of combined travel and study of research, of writing and publication, designed to increase the professional competency, knowledge, stature of the teacher, and to reflect credit upon the System.

B. The Board of Education agrees to continuance of contract on a sabbatical basis including maintenance of position and placement on salary schedule.

C. No more than one sabbatical leave application will be approved in any one school year.

D. Application: Application for sabbatical leave shall be made by December 1 of the prior school year. Detailed plans for the sabbatical must be submitted by March 1 of the prior school year.

E. Selection: Award of sabbatical leave is at the discretion of the Board of Education. Its decision shall be final and shall not be subject to the contractual grievance procedure. Criteria including, but not limited to, the following shall be used by the Board in its consideration of applications: sabbatical year plan, needs of the school system, the applicant's past and potential contribution to the school system and budget consideration.

ARTICLE 33
PREGNANCY DISABILITY LEAVE

The Board and the Association recognize that teachers are entitled to leaves for maternity related disabilities in accordance with the law.

ARTICLE 34
CHILDREARING LEAVE

A. Upon request, any teacher who is expecting a child, or whose spouse is expecting a child, or who has received acceptance to adopt a child, shall be granted a long-term leave of absence for childrearing purposes. The Board will comply with all mandatory provisions of the Family Medical Leave Act (FMLA) of 1993, as amended from time to time.

Such a leave shall normally be for a maximum of one year.

- The request for childrearing leave shall be made at least thirty (30) days prior to its commencement.
- Such leave request must establish in writing the beginning and ending dates of the proposed leave as well as the use of days being requested, i.e. FMLA, sick days, unpaid days. A form will be completed by the teacher and submitted to Central Office that will determine the status of the leave (sick leave, FMLA, etc.).
- Leaves commencing February 1 through August 31 of any year shall terminate at the end of the second marking period of the following school year.
- If the Board determines that the educational program of the students directly involved will be seriously affected, said leave shall terminate at the beginning of the following school year.
- The teacher shall receive at least 60 calendar days notice of a Board decision to postpone termination of the leave.
- Such leave can be terminated earlier by mutual agreement of the parties.
- Upon return, the teacher shall be reassigned to the same position or an equivalent position at the discretion of the administration.

- Teachers whose leave terminates at the beginning of a school year and who intend to return shall reconfirm their intention to return by giving the Superintendent written notice of such intent by June 1 of the prior school year.
 - All other teachers must reconfirm their intention to return by giving the Superintendent sixty (60) calendar days notice of such intent.
 - Failure to provide such notice or failure to return to work as scheduled upon termination of a leave shall be considered a resignation of employment.
 - As in the case of other leave without pay, the teacher is entitled to participate in fringe benefit programs beyond the initial FMLA twelve (12) week period at the teacher's own expense.
- B. Leaves of absence under Section A, above, shall be without pay.
- C. Any person employed by the Board of Education to fill the position of any certified professional employee on leave, shall be notified in writing by the Superintendent of Schools at the time of employment that said person's contract shall expire upon return to active service of the employee on leave whose position is being temporarily filled, unless some other position exists to which the person employed to fill the temporary vacancy may be appointed, if qualified.
- D. A teacher on leave according to the terms of this Article shall not have this absence, if a year or more, counted in his/her total years of experience in the Suffield Public Schools; however, the leave of absence shall not disrupt the number of years of continuous employment.

ARTICLE 35
ASSOCIATION LEAVE

- A. A leave of absence may be granted for a period not to exceed two (2) school years for the purpose of serving as an officer of the CEA or NEA.
- B. No benefits or seniority shall accumulate during the time the employee is off on such leave.
- C. Upon return from such leave, the teacher shall be placed at the same position on the salary schedule and entitled to reinstatement of accumulated sick leave and other benefits as they would enjoy had he/she been teaching in the Suffield School System.

ARTICLE 36
LEAVE FOR NEGOTIATION AND GRIEVANCE REPRESENTATION

- A. If negotiation meetings between the Board and the Association are scheduled during normal working hours of a school day, not more than two (2) representatives of the Association shall be relieved from all regular duties without loss of pay, as necessary, in order to permit their attendance at such meetings.
- B. One Association representative per day is allowed to attend grievance procedure hearings. Prior notice will be given to supervisors and/or principals. Appearances will be without loss of pay.
- C. Any teacher whose appearance in such meetings or hearings as a witness is necessary, shall be accorded the same rights.

ARTICLE 37
CONFERENCE LEAVE

- A. The Superintendent may grant convention or conference leaves, or permission to observe an activity in another building or school system to teachers without loss of pay. The administration shall use their best efforts to grant leave equitably when there are several individuals who could benefit from the conference.
- B. The Board agrees to reimburse all teachers for all approved expenses incurred in attending a convention or conference, or observing activities in another school system.
- C. Expenses may include mileage, parking, registration, meals, and lodging.
- D. Teachers attending conferences or conventions under the terms of this Article shall submit a summary report to the Superintendent.
- E. All Teachers shall be required to fill out a "Professional Day Report" upon his/her return from the day.
- F. The Board will make every effort to provide adequate funding for convention and conference leaves.

ARTICLE 38
GENERAL LEAVE

- A. A teacher may be allowed leave, without loss of salary, to begin programs of study that result from foundation or scholarship grants and which necessitate personal presence in advance of the close of the school year.
- B. Extended leaves of absence, with or without salary, may be granted by the Board of Education. In requesting such leave, the teacher shall specify a date of commencement and a date of termination. Teachers intending to return from such leave shall give the

Superintendent ninety (90) calendar days notice. Failure to provide such written notice or failure to return from such leave shall be considered a resignation of employment.

C. A teacher on leave according to the terms of this Article shall not have this absence, if a year or more, counted in his/her total years of experience in the Suffield Public Schools, however, the leave of absence shall not disrupt the number of years of continuous employment. A teacher must notify the Superintendent in writing prior to April 1 of his/her intent to continue employment in Suffield.

ARTICLE 39 JOB SHARING

Job sharing shall be defined as an agreement initiated by a tenured staff member(s) to share a teaching position for a defined period. A job may be shared with a tenured, nontenured or newly hired staff member.

A. Teachers who elect to request such an agreement shall notify the Superintendent by the close of the school year prior to the year that he/she wants the job sharing to commence. The Board or its designee shall have the final decision on all requests.

B. The delineation of time requirements and responsibilities shall be mutually developed by the teacher(s), the Superintendent and the building administrator(s). The program shall be put into writing and distributed to all parties affected by the agreement. The Board or its designee shall have the final decision on the program and contents of job sharing proposals should the above parties disagree.

C. Benefits for the two persons involved in the job sharing situation shall not exceed 100% of the benefits normally due one full time equivalent teacher. Such benefits will be mutually agreed upon at the time of entering the job sharing situation by the teachers involved, Superintendent and the Association President. Teachers shall be allowed to pay in the remaining cost of the benefits.

D. A one year job sharing may be extended for additional years, by mutual agreement between the Superintendent and the teachers involved. Any additional teachers hired to fill positions vacated due to a one year job sharing situation shall be given a one year letter of appointment.

E. Tenured teachers who initially elect to participate in a permanent job sharing agreement shall have proprietary rights only on that portion of their job that is defined as job sharing. Their contract shall be revised to reflect the F.T.E. revision. Example: Two teachers with an approved job sharing agreement each teaching half time. Both teachers would thus be issued a .5 contract.

F. Additional teachers hired to fill positions due to a permanent job sharing situation shall be given a contract.

ARTICLE 40
TEACHING ASSIGNMENTS

Teaching assignments shall be defined as any certified teaching position to which a teacher may be assigned within the four program levels. The current organizational pattern of the school system defines these levels as Primary (pre-kindergarten – 2), Intermediate (3 - 5), Middle (6 – 8), and High School (9 – 12). It is the intent of the parties that changes in the organizational pattern will be reflected in the grade level designations in this Article. The Board will notify the Association of a change in program levels sixty (60) days prior to the implementation of the change.

Teachers initially employed by the Board of Education shall receive their building grade and/or subject assignments from the Superintendent's Office.

Teachers already in the system shall receive notification of their programs for the ensuing school year prior to the close of the current school year.

Teachers shall be notified in writing of any changes in their programs and schedules for the ensuing school year, including the schools to which they will be assigned, the grades and/or subjects that they will teach, and any special or unusual classes or assignments that they will have. In the event of a change in circumstances or conditions from the close of school through August (e.g., resignations, death, promotion, and leave of absence) such assignments may be changed only as required thereby, with prompt notice in writing to both the teacher and the Association.

In the determination of assignments, the convenience and wishes of the teacher shall be honored to the extent that these considerations do not conflict with the instructional requirements and best interest of school system and the pupils as determined solely by the Board of Education, with the advice of appropriate administrators.

In arranging schedules for teachers who are assigned to more than one school, every reasonable effort shall be made to limit the amount of inter-school travel.

ARTICLE 41
TEACHER TRANSFERS

A. Teacher transfers shall be defined as the voluntary or involuntary placement of a teacher into another program level for which the teacher is certified. The current organizational pattern of the school system defines these levels as Primary (pre-kindergarten – 2), Intermediate (3 - 5), Middle (6 – 8), and High School (9 – 12). It is the intent of the parties that changes in the organizational pattern will be reflected in the grade level designations in this article. The Board will notify the Association of a change in program level sixty (60) days prior to the implementation of the change.

B. Transfers shall be subject to the following rules:

When a reduction in the number of teachers in a school is necessary, volunteers shall be transferred first. When all other things are equal, seniority in the system shall be considered in selecting a volunteer. When involuntary transfers are necessary, a teacher with the least seniority among those with substantially equal qualifications for the position shall be transferred first.

C. An involuntary transfer shall be made only after a meeting between the teacher involved and the Superintendent or his designee, at which time the teacher shall be notified of the reasons for the transfer.

D. Teachers who desire to transfer to another building shall file a written statement of such desire with the Superintendent no later than January 1 of each year or within ten (10) days of posting of a vacancy. Such statements shall include the grade and/or subject to which the teacher desires to be assigned or schools (in order of preference, if the teacher has preferences) to which he/she desires to be transferred.

E. Any teacher who, through position reductions, has been involuntarily transferred to another position or building, shall have the right of first refusal (behind teachers reduced from positions, see Article 16G #2) for a position opening in the same department at the same organizational level from which he/she was transferred.

ARTICLE 42 VACANCIES

Notice of all vacant bargaining unit positions, with Board of Education approved job descriptions attached for new positions or those positions having significant job responsibility modifications, shall be posted in each school for a minimum of five (5) working days prior to assigning a teacher to the position.

Notice of all bargaining unit vacancies shall be sent to the President of the Association, electronically before posting in each school.

When school is not in session during the summer, notices of vacancies will be sent to the Association President electronically and maintained in a computer file available from the Central Office.

ARTICLE 43 PROMOTIONS

A. Position as used in this section, means any position within the bargaining unit which pays a salary differential and/or involves an additional or higher level of responsibility.

B. Vacancies of positions which are caused by death, retirement, discharge,

resignation, or by creation of a new position shall be filled pursuant to the following procedures:

1. The existence of vacancies of a position shall be adequately publicized, both within and outside the system, including a notice posted in every school as far in advance of the date of filling such vacancy as possible (at least five (5) working days in advance of the date of filling such vacancy). Where need to fill a vacancy of position arises during the summer months, notice will be sent to the Association President electronically and maintained in a computer file available from the Central Office.
2. Said notice of vacancy of positions shall clearly set forth the qualifications for the position.
3. Teachers who desire to apply for such vacancies of position shall file their application in writing with the Superintendent within the time limit specified in the notice.
4. Such vacant positions shall be filled on the basis of qualifications for the vacant position.

ARTICLE 44
GENERAL PROVISIONS

- A. There shall be no reprisals of any kind taken by either party against any teacher by reason of his/her membership or non-membership in a professional organization or participation or non-participation in its activities.
- B. The Board shall, at its expense, provide each teacher with a complete text of this Agreement or any Successor Agreement.
- C. Board Policies are available to the Association on the school website or by other electronic means.
- D. This provision and the provisions of Article 48 (Non-Discrimination Clause) are for informational purposes only and shall not be subject to the grievance procedure.

ARTICLE 45
NO STRIKE

The Association agrees, during the duration of this contract, that it will not authorize, instigate or sanction any violation of 10-153(e) of the Connecticut General Statutes.

ARTICLE 46
NON-DISCRIMINATION CLAUSE

In the application of the provisions of this contract, no unlawful discrimination shall be made on the basis of race, creed, age, color, religion, sex, sexual orientation, national origin, ancestry, handicap, marital status or other applicable unlawful discriminatory standard.

ARTICLE 47
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. The invalid provision or portion shall be severed from this Agreement.

ARTICLE 48
ASSOCIATION RIGHTS

- 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 each school building, which will be placed in the faculty lounge, for the purpose of displaying notices, circulars, and other Association materials. Copies of all such materials will be given to the building principal, but his/her advance approval will not be required, except that libelous material shall not be allowed to be posted.
- C. The President of the Association may elect not to be assigned non-teaching duties, except for home room, during his/her term in office.
- D. The Board or its designee shall provide classroom coverage for the SEA President to carry out Association business to the extent the Board or its designee requests the attention of the SEA President to such business during classroom hours.
- E. A copy of the agenda of all official Board meetings will be given to the President of the Association prior to any official Board meetings.
- F. The Association President shall be provided with a list of new hires and their contact information prior to the start of the school year. The Superintendent or his/her designee shall inform the Association President within a reasonable time of any teacher hired after the start of the school year. The Association President shall be notified any time a long-term substitute has been in any assignment for forty (40) consecutive days.

G. The Superintendent shall provide the Association President with 30 minutes of time to address newly hired teachers during a new teacher orientation prior to the start of the student school year, without the presence of school or district administrators.

H. The Association President shall have access to teacher mailboxes and email accounts to conduct Association business.

ARTICLE 49
PERSONNEL DATA SHEETS

Mutually agreed to personnel data sheets and service increments updated through August 1, shall be distributed to each teacher by the Central Office at the teachers' meeting prior to the opening of school. In any conflict between such personnel data sheet and the provisions of this Agreement, the provisions of this Agreement shall prevail.

ARTICLE 50
BOARD RIGHTS

Except where such rights, powers, and authority are specifically relinquished, abridged or limited by the provisions of this Agreement, the Board has and will continue to retain, whether exercised or not, all the rights, powers and authority heretofore had by it and, except where such rights, powers and authority are specifically relinquished, abridged or limited by the provisions of this Agreement, it shall have the sole and absolute right, responsibility and prerogative of management of the affairs of the school system and direction of the working force, including, but not limited to, the following:

- a) 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 or procedures;
- b) To employ, assign, or transfer employees, or to layoff, terminate, or otherwise relieve employees from duty for lack of work or other legitimate reasons in accordance with Section 10-151 of the Connecticut General Statutes.
- c) To prescribe and enforce reasonable rules and regulations for the maintenance of discipline and for the performance of work in accordance with the operation of the public school system, provided such rules and regulations are made known in a reasonable manner to the employees affected by them;
- d) To create and revise job descriptions as deemed necessary;
- e) To determine the amount of credit to be granted for previous related experience (no new teacher shall be placed above a current teacher with the same credited experience);
- f) To determine class size;

- g) To limit, curtail or discontinue processes or operations or to discontinue their performance by employees; and
- h) To select and to determine the number and types of employees required to perform the school's operations.

ARTICLE 51
TRANSPORTATION ALLOWANCE

Teachers shall be remunerated for all Board approved travel related to their positions at the current IRS rate.

ARTICLE 52
FIFTH DISEASE

Upon request from her physician, subject to consultation with the school medical advisor, a pregnant teacher may be excused from her duties when there exists a risk of contagion of a disease potentially harmful to the fetus (including but not limited to Fifth Disease). Such leave shall be charged to sick leave to the extent accrued and shall thereafter be without pay but with benefits. Such teachers shall return after tests established immunity from the disease or when otherwise her physician, in consultation with the school medical advisor, determines the teacher may return to work. The Board shall bear the cost of any consultation with the school medical advisor.

ARTICLE 53
SUMMER SCHOOL

Any summer school program or other such instructional service initiated by the administration to function beyond the normal school day or year shall follow the guidelines below:

- A. Qualified bargaining unit members shall be given first priority for such positions. Participation in the summer program shall be voluntary. In the event no one volunteers, the position can be filled by non-bargaining unit people.
- B. Summer positions shall be posted according to Article 44.
- C. The rate of pay shall be listed in Appendix D.

ARTICLE 54
EDUCATOR CERTIFICATION

Upon receipt of notification by the State Board of Education of the name of teachers whose provisional certificate will expire during the period of twelve months following such notice, the Suffield Board of Education shall notify said teachers that their provisional certification will expire. Such notice shall be in writing stating the expiration date of the teacher's provisional certificate and will be forwarded to the affected teachers within ten (10) days after receipt of such notice from the State Department of Education. The Suffield Board of Education shall also supply in writing to the SEA the list of teachers so affected at the time such list is received from the State Department of Education.

Upon receipt of notification that a Professional Educator Certificate is to expire, the Suffield Board of Education shall notify the employee and supply the reapplication form.

The Suffield Board of Education shall provide to the Association a list of all Professional Educators whose certificates are up for renewal by June 1 of each year.

ARTICLE 55
TUITION REIMBURSEMENT

Subject to the following provisions of this Article, teachers shall be reimbursed for the cost of graduate courses, including online courses, successfully completed with a minimum grade of B or the equivalent. To qualify for reimbursement of each course teachers must receive prior approval of each course from the Superintendent. All courses must specifically relate to the teacher's position and function. Teachers may be reimbursed for up to six (6) credit hours per year. The reimbursement rate shall be fifty percent (50%) of the in-state per credit cost of similar graduate courses at the University of Connecticut. To the extent the aggregate of the amount for course reimbursement for any year of this contract (July 1 through June 30) exceeds the amount specifically budgeted by the Board of Education for this period, all reimbursements to applicants shall be reduced on a prorated basis, except that tuition reimbursement will not be granted to any teacher who leaves the district of his/her own accord or whose contract has not been renewed for cause. The amount budgeted by the Board for tuition reimbursement shall not be less than \$10,083.

ARTICLE 56
LONG TERM SUBSTITUTE TEACHERS

This article addresses the appointment of long-term substitute teachers to fill positions of vacancies due to the absence of a certified teacher, specifically those vacancies that result from a certified teacher who is on leave for at least eight (8) continuous months.

- A. Individuals appointed as long-term substitute teachers for at least eight (8) continuous months shall be covered by the terms and conditions of this

Agreement except for Article 16 (Separation and Recall), Article 28 (Just Cause), Article 43 (Teacher Transfers) and Article 46 (Promotions).

- B. Individuals appointed as long-term substitute teachers, as defined above, shall not accrue seniority or length of service for any purpose under this Agreement. Notwithstanding the above, if a long-term substitute teacher, as defined above, is retained by the Board as a certified teacher, with no break in service, the teacher shall be credited with seniority and length of service for all purposes under this Agreement, retroactive to the first date of hire by the Board.
- C. The appointment of a long-term substitute teacher shall expire at the end of the school year.

ARTICLE 57
RETIREMENT NOTICE

- A. Teachers who provide the Superintendent of Schools with written notice of retirement no later than February 1, for a retirement to become effective at the end of that school year, shall receive a payment of one thousand dollars (\$1000), which shall be payable upon retirement.
- B. For the purposes of this provision, the term “retirement” shall mean that the teacher retires under the provisions of the Teachers’ Retirement Act.

ARTICLE 58
VIRTUAL LEARNING

- A) The intent and purpose of Virtual Learning is to provide a vehicle for the cooperative offering, exploration and sharing of educational opportunities among districts.
- B) The Board will notify the Association of any Virtual Learning classes and consider the input of the Association concerning the offering and staffing of these classes.
- C) The Board shall provide training if necessary to prepare teachers for Virtual Learning and distance learning assignments. The Board shall provide additional training as necessary as part of professional development for teachers so assigned. All technological equipment and support services shall be provided by the Board.

ARTICLE 58
DURATION

This Agreement shall be in force and effective July 1, 2019 to June 30, 2022.

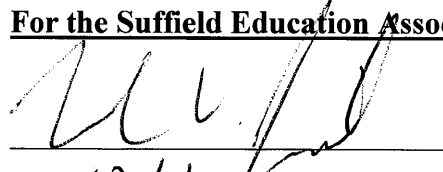
IN WITNESS WHEREOF, the parties hereunto have caused this presents to be executed by their proper officers, duly authorized as of the date and year indicated.

For the Board of Education



Date: 12/4/18

For the Suffield Education Association



Date: 12/4/18

APPENDIX A

2019-2020 SALARY SCHEDULE

<u>Step</u>	<u>BA</u>	<u>MA</u>	<u>MA+30</u>	<u>MA+45</u>
1				
2				
3	47,048	49,626	53,560	54,235
4	49,390	52,145	56,124	57,188
5	51,730	54,792	58,810	60,300
6	54,075	57,573	61,625	63,583
7	56,455	60,495	64,574	67,043
8	58,384	63,564	67,664	70,692
9	64,014	66,789	70,902	74,538
10		70,177	74,294	78,593
11		73,736	77,847	83,023
12		77,173	81,359	86,967
13		79,905	84,182	90,082
14		87,706	92,342	98,914

Teachers below top step in 2018-19, shall advance one step in 2019-20.

2020-2021 SALARY SCHEDULE

<u>Step</u>	<u>BA</u>	<u>MA</u>	<u>MA+30</u>	<u>MA+45</u>
1				
2				
3	47,048	49,626	53,560	54,235
4	49,390	52,145	56,124	57,188
5	51,730	54,792	58,810	60,300
6	54,075	57,573	61,625	63,583
7	56,455	60,495	64,574	67,043
8	58,384	63,564	67,664	70,692
9	64,718	66,789	70,902	74,538
10		70,177	74,294	78,593
11		73,736	77,847	83,023
12		77,173	81,359	86,967
13		79,905	84,182	90,082
14		88,671	93,358	100,002

Teachers below top step in 2019-20, shall advance one step in 2020-21.

2021-2022 SALARY SCHEDULE

<u>Step</u>	<u>BA</u>	<u>MA</u>	<u>MA+30</u>	<u>MA+45</u>
1				
2				
3	47,048	49,626	53,560	54,235
4	49,390	52,145	56,124	57,188
5	51,730	54,792	58,810	60,300
6	54,075	57,573	61,625	63,583
7	56,455	60,495	64,574	67,043
8	58,384	63,564	67,664	70,692
9	65,430	66,789	70,902	74,538
10		70,177	74,294	78,593
11		73,736	77,847	83,023
12		77,173	81,359	86,967
13		79,905	84,182	90,082
14		89,646	94,385	101,102

Teachers below top step in 2020-21, shall advance one step in 2021-22.

APPENDIX B
EXTRA PAY FOR SUPERVISORY POSITIONS

A. Curriculum/Guidance Chairs

In addition to his/her regular teaching, each Curriculum/Guidance Chairperson will be paid annually \$9,294 in 2019-20 and be released of all non-teaching duties.

B. Agricultural Science Teachers

The Board shall establish an eleven (11) month schedule for Vocational Agricultural Science teachers (other than the Director). Employees with such assignments shall be paid on a ratio of 1.1 times their appropriate rate on the salary schedule.

C. District Athletic Coordinator

The District Athletic Coordinator shall be paid annually \$6,561 in 2019-20. Furthermore, the District Athletic Coordinator shall be assigned to teach .2 FTE of a 1.0 FTE position with the remainder of his/her time dedicated to the Administration of the Athletic programs in the Suffield School District.

D. Mentor Teacher

Mentor Teachers shall be paid annually \$930 in 2019-20.

E. Team Leader

Team Leaders shall be paid annually \$1,203 in 2019-20.

F. Grade Level Leader

Grade Level Leaders shall be \$1,203 in 2019-20.

G. Lead Teacher

Lead Teachers shall be paid annually \$3,280 in 2019-20.

All positions will be posted annually at the discretion of the Superintendent of Schools. The Superintendent of Schools shall appoint all positions.

APPENDIX C

<u>Coaching Stipends 2019-20</u>			
<u>Sport</u>	<u>1-3 Years</u>	<u>4-6 Years</u>	<u>7+ Years</u>
<u>Varsity</u>			
Basketball	5,051	5,557	6,168
Hockey	5,051	5,557	6,168
Wrestling	4,221	4,547	5,254
Swimming	4,221	4,547	5,254
Softball	3,840	4,142	4,748
Baseball	3,840	4,142	4,748
Soccer	3,840	4,142	4,748
Lacrosse	3,840	4,142	4,748
Track	3,840	4,142	4,748
Track – Assistant	2,734	3,062	3,499
Field Hockey	3,840	4,142	4,748
Indoor Track	3,840	4,142	4,748
Volleyball	3,840	4,142	4,748
Tennis	3,062	3,280	3,499
Golf	3,062	3,280	3,499
Cross Country	3,062	3,280	3,499
Dance	1,531	1,750	1,968
Cheerleader	1,531	1,750	1,968
<u>Junior Varsity</u>			
Basketball	3,499	3,774	4,133
Baseball	2,623	2,842	3,388
Softball	2,623	2,842	3,388
Lacrosse	2,852	3,258	3,668
Soccer	2,623	2,842	3,388
Field Hockey	2,623	2,842	3,388
Volleyball	2,623	2,842	3,388
<u>Freshman</u>			
Basketball	2,852	3,258	3,668
<u>Middle School</u>			
Cross Country	1,531	2,078	2,734
Basketball	2,078	2,296	2,734
Track	2,078	2,296	2,734
Field Hockey	2,078	2,296	2,734
<u>Asst Varsity Coach</u>	1,312	1,312	1,312

APPENDIX D
EXTRA REMUNERATION FOR EXTRA DUTY

All positions are to be posted annually. All appointments are by the Superintendent of Schools only. New positions may be created only by the Board of Education upon the recommendation of the Superintendent of Schools

2019-20

Suffield High School

Best Buddies	437
Best Buddies	437
Art Club	874
Book Club	874
Earth Club	874
Gay/Straight Alliance	874
Giraffe Club	874
Interact Club	874
Wildcat Outreach	874
Literary Magazine	874
National Honor Society	984
National Honor Society	984
World Language Society	984
Ski Club	984
Freshman Advisor	984
Freshman Advisor	984
Sophomore Advisor	1,093
Sophomore Advisor	1,093
Transition Coordinator	1,093
Student Senate	1,203
Student Senate	1,203
FFA Advisor	1,312
FFA Advisor	1,312
FFA Advisor	1,312
FFA Advisor	1,312
SAE Advisor	1,312
SAE Advisor	1,312
SAE Advisor	1,312
SAE Advisor	1,312
Math Team	1,312
Debate Team	1,312
Quiz Team	1,312
Drama Club	1,312
Junior Advisor	1,421
Junior Advisor	1,421
AFS Advisor	1,421

2019-20

Mountain Bike Club	1,531
Senior Advisor	1,857
Senior Advisor	1,857
Band Director	1,857
Robotics	2,187
Yearbook	2,623
Newspaper	2,623
TV Advisor	2,842
Musical Director	3,280
Drama Director	3,280
Music Assistant (Musical)	2,187
Technical Assistant (Musical)	2,187
Technical Assistant (Drama)	2,187
Choreography Assistant (Musical)	2,187
Technology Coach	3,499

Suffield Middle School

SOURCE	547
SOURCE	547
MILD Advisor	656
MILD Advisor	656
Strategic Gaming	656
Walking Club	656
Promise Advisor	656
Dance Team	656
Math Counts	765
Giraffe Club	874
Photography Club	874
Peer Mediation	874
Peer Mediation	874
Math Olympiads (6 th gr)	874
Math Olympiads (7 th & 8 th gr)	874
Ski Club	984
Robotics	1,093
Healthy Lifestyles	1,203
Student Council	1,203
Student Council	1,203
Yearbook	1,531
Newspaper	1,531
Intramural Director	1,750
Band Director	1,857
Drama Production	2,623
Technology Coach	3,499

Elementary School

Expanding Horizons

3,170

In the event that an extra-duty position is approved by the Superintendent and created by the Board, compensation for that position shall be negotiated by the Board and the Association.

A. Payment for Non-classroom Services beyond the Employment Year

1. Vocational-Agriculture teachers. Agri-Science teachers required to work a 12 month year shall be paid on a ratio of 1.25 times their appropriate rate on the salary schedule.
2. Guidance Counselors. Guidance personnel may be required by the Superintendent to work prior to the opening of school and after the close of school for up to five (5) days at the per diem rate based on the guidance counselor's salary for the school year in which the service is provided. Such five (5) days shall be scheduled by mutual agreement between the guidance counselor and the building principal. Payments for work prior to the opening of school will be included in the first pay in September.

Other Non-classroom Service. Any other non-classroom services requested of members of the bargaining unit beyond the employment year shall be voluntary, including appearances in accordance with Public Act 75-609, and shall be paid no less than \$32.80 per hour in 2019-20.

3. Remuneration rate for teaching in summer school shall be \$32.80 per hour in 2019-20.
4. Remuneration rate for SMS intramurals shall be \$32.80 per hour in 2019-20.

Stipend Review Committee

On or before July 1, 2019 the parties shall develop a Stipend Review Committee comprised of three (3) central office administrative personnel and three (3) Association representatives. Each party shall be responsible for selecting its committee representatives. The Stipend Review Committee shall be charged with developing a comprehensive recommendation to the stipend schedule, which shall include, but not be limited to, the following focus areas:

- i. the scope of responsibility for each stipend position;
- ii. the number of hours required of each stipend position;
- iii. the maximum number of stipends, including the maximum number of stipends per person;
- iv. the process for posting and assigning stipend positions to personnel; and
- v. the stipend rates for each position listed in Appendices B, C and D.

The Stipend Review Committee shall report back to the Board and the Association regarding its recommendations no later than January 1, 2020. The recommendations of the Stipend Review Committee shall be subject to the approval of the Board and the Association. In the event that the parties do not reach an agreement before the start of the 2020-21 contract year, the contract language from the 2019-20 contract year shall remain in effect.

For the 2019-20 contract year, all stipends have been increased by two percent (2.0%) over the 2018-19 rates.

Sick Leave Bank

A Sick Leave Bank is established for the purpose of providing additional coverage after the exhaustion of teacher annual and/or accumulated sick leave in the event of a catastrophic, extended/prolonged illness or injury as evidenced by medical certification.

- A. In order to be a participating member of the Sick Leave Bank (the “Bank”), teachers must contribute one (1) day of accumulated sick leave to the Bank. Once such days are contributed, they are forfeited and will not be returned to a teacher under any circumstances. Donated days are provided to the Bank within the first thirty (30) workdays of each academic year.
- B. The Bank shall be administered by a committee of six: three representatives selected by the Superintendent and three representatives selected by the Association President. This committee shall consider the eligibility of teachers to draw from the Bank, and such decision shall be by a majority vote of committee members present at a meeting. A tied committee vote shall constitute a rejection of eligibility.
- C. The following criteria shall be used by the Sick Leave Bank Committee in determining the eligibility of a teacher to draw from the Bank and determining the amount of leave:
 - A teacher must have completed twenty (20) continuous months of service in Suffield.
 - A teacher must have used all accumulated sick leave.
 - A teacher needs to submit appropriate medical verification that a request is due to a catastrophic, extended/prolonged illness or injury, that is not covered by workers’ compensation.
- D. Upon compliance with Section C above, the Sick Leave Bank Committee may issue up to two (2) grants of days from the Sick Leave Bank for a teacher in connection with the request of the teacher. The cumulative total of the two (2) grants shall not exceed ninety (90) days per teacher.
- E. The Sick Leave Bank shall have a minimum of twenty-five (25) days in reserve. If the number of days falls below 25, then Section A shall be reapplied. However, the total number of Sick Leave Bank days in reserve shall not exceed three hundred fifty (350). In the event the 350 maximum is exceeded, then Section A of this Article will not be reapplied. A waiting list will be established in the event that more than 300 days has been accumulated.
- F. The decisions of the Sick Leave Bank Committee shall be final and binding and not be subject to the grievance procedure or arbitration. In addition, the decisions of the Sick Leave Bank Committee shall not establish a practice or precedent for any purpose.