PROFESSIONAL AGREEMENT

BETWEEN

SUFFIELD BOARD OF EDUCATION

AND THE

SUFFIELD EDUCATION ASSOCIATION

JULY 1, 1989 to JUNE 30, 1992

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THIS AGREEMENT IS MADE AND ENTERED INTO ON THIS 9th day of March, 1989, by and between the Suffield Board of Education (hereinafter referred to as the "Board") and the Suffield Education Association (hereinafter referred to as the "Association"), affiliated with the Connecticut Education Association and the National Education Association.

W I T N E S S E T H:

WHEREAS, the Board and the Association recognize and declare that providing a quality education for the children of Suffield, Connecticut is their primary mutual 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.

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, Connecticut.

2. "Superintendent" - the Superintendent of Schools for the Town of Suffield, Connecticut or his 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 purpose 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 be the American Arbitration Association.

6. "File" shall mean the teacher shall present the written grievance to the appropriate administrator or his 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 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.

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 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 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 procedures, 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 receipt of the decision, file his 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 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 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 thereof 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. The AAA shall act as the administrator of the proceedings.

(c) The arbitrator selected shall confer promptly with the representatives 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 borne 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 have 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 receive twenty-six (26) paychecks per year on alternate Thursdays beginning with the second Thursday in September. When the regular payday falls on a holiday, payments will be made on the preceding working day. Paychecks during scheduled vacations may be picked up by or mailed to teachers in accordance with existing practice.

Any teacher may elect to be paid the balance of his/her earned salary for a school year in a single payment after the conclusion of that school year. The single checks will be issued not later than July 10th. 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. Teachers electing this option must file initial application in writing by February 1. Upon initial application such option shall continue unless the teacher notifies the Superintendent in writing of change by February 1.

C. 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 E, 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 E shall be strictly voluntary. Teacher participation in other extra duty activities involving students outside the normal school hours shall also be strictly voluntary.

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 and in compliance with the Professional Development Program outlined in Appendix D:

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; or 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 then a the discipline in which the

	initial master's degree was attained, or the completion of thirty (30) credits beyond the master's degree; or a "Sixth Year Certificate" from an accredited college or university; or sixty-six (66) credits beyond the baccalaureate degree.
Sixth Year + 15 Master's + 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; or the completion of forty-five (45) credits beyond the master's degree; or a "Sixth Year Certificate" plus fifteen (15) credits beyond from an accredited college or university; or eighty-one (81) credits beyond the baccalaureate degree.

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

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 up to a normal limit of two steps below the stated maximum. The extent to which credit shall be granted shall be determined by the Board of Education. The Board of Education may consider granting credit for prior experience beyond the approved limit of thirteen (13) years upon specific recommendation of the Superintendent of Schools.

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 9.

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 prior to January 2 is in order that funds may be budgeted to meet the salary change in the next fiscal year.

D. The Superintendent of Schools shall be permitted to negotiate with any applicant for any position designated as a special needs position, regarding the terms of a stipend over and above the appropriate salary schedule degree status step, which will be paid by the Board to induce such teacher to come to work in Suffield. Any negotiated stipends shall be the financial responsibility of the Board of Education, and shall be in addition to any other financial contractual obligation set forth in this contract.

ARTICLE 10

SPECIAL NEEDS POSITION

The SEA and the Board recognize that certain positions may, from time to time, be difficult to fill. The following procedures will be utilized to meet these special needs.

A. Prior to January 15 of each school year, the Superintendent, a committee of the Board, and the SEA Professional Rights and Responsibilities Committee shall meet to review the Superintendent's list of projected special needs positions for the next two school years.

B. The special needs list shall be published immediately and distributed to the faculty.

C. Teachers who wish to become certified in a special needs area shall submit a planned program of study to the Superintendent prior to March 1. Not all programs or candidates will be approved.

D. The Board will provide full tuition reimbursement to a maximum of $100 per credit for approved certification programs. Approvals shall be made by the board no later than the first meeting in May.

E. Credits earned in the approved certification program shall not be counted toward salary schedule advancement under the professional development program until the teacher has completed two full years of service in the special needs position.

F. If a special needs position cannot be filled as a result of sections A-E of this Article, Section D of Article 10 shall apply.

ARTICLE 11

INSURANCE BENEFITS

The Board shall provide at its expense, for each teacher:

Blue Cross with Maternity Rider, Semi-private 100% individual coverage, 100% family coverage, student rider available upon request.

Blue Shield - Century 96 - 100% individual coverage, 100% family coverage. Effective July 1, 1991, the maximum Home and Office benefit shall increase to $200 for individuals and $800 for families annually.

Phoenix Insurance Company - Combination package - Major Medical and Life Insurance: $50,000 paid by the Board, optional $50,000 may be purchased by the employee.

The Board shall provide in addition to the above, Co-Pay Dental Rider and Dental Rider A to the Blue Shield Century 96, 100% individual and 100% family.

The Board of Education will absorb the cost of premium increases for any insurance provided at Board expense under the agreements up to a limit of 20%. Increases in the excess of the limit shall be paid by individual teachers on a pro-rata basis through salary deduction for the remainder of the school year. Premium reductions shall be credited on a dollar for dollar basis against excess premium increases. Effective with the July 1 following an excess premium increase, the Board of Education shall discontinue salary deductions for insurance premiums and resume payment of 100% of insurance premiums. The Board of Education shall provide the Association with copies of insurance rate increases at least 14 calendar days prior to beginning salary deductions.

The Board shall provide 50% of the cost of full benefits for teachers employed less that 0.5 F.T.E, with the teacher paying the remaining 50% of the cost.

Having successfully performed his/her contract obligations to the school system, a teacher who resigns to take a new position is entitled to appropriate benefits through August 31 of the final year of employment.

The Board shall allow continuation of all existing healthcare 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.

The Board shall have the right to change insurance carriers and/or to self-insure in whole or in part in order to provide the insurance coverages set forth above, provided that there shall be no reduction or diminution in the above coverage and no increase in expense to any bargaining unit members, and provided further that coverages which result from change in carriers and/or self-insurance are at least equal to coverage described above, in terms of coverage, benefits and administration.

The President of the Association shall be notified in writing within 30 days of any intention to change carriers 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 coverages at least equal to the coverages, benefits and administration described above at no additional cost to staff members, 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 expediated under the Rules of the AAA for expediated arbitration. No change in carrier or institution of self-insurance shall be made until the arbitrator has rendered his/her award.

INSURANCE WAIVER

A. Teachers may elect to waive all Blue Cross and Blue Shield coverage in lieu thereof, to receive a payment of $500. Teachers making such a waiver shall be covered by Major Medical insurance subject to those provisions in the policy providing for deductible equivalent to coverage which would be provided by Blue Cross and Blue Shield. Payment to those employees waiving coverage will be made on a semi-annual basis on January 15th and June 15th by separate check. Notice of intent to elect the waiver must be filed by June 15 of the previous school year. The waiver shall remain in effect until the employee files a written request for reinstatement of insurance.

B. Where there is a change in teacher's status such as, but not limited to, change in the spouse's employment or changes in a spouse's benefit program, the waiver may, by written notice to the Board of Education, be revoked. Upon receipt of revocation of the waiver, coverage by Blue Cross and Blue Shield shall be subject to any regulations or policy restrictions, including waiting periods, which may then be in effect. Depending upon the effective date of coverage, appropriate financial adjustments shall be made between the teacher and the Board so as to ensure that the pro-rated basis in Section A was accurate.

C. Waivers under this section must be permitted by the applicable insurance companies and policies.

ARTICLE 12

SERVICE INCREMENT

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

a. Pay an amount in addition to regular salary to teachers who have served twenty or more years under contract in the Suffield Public Schools. Said amount will be increased over 1988-89 by a percentage amount equal to the percentage increase in Appendix A for each year of the newly negotiated contract.

b. 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. Said amount will be increased over 1988-89 by a percentage amount equal to the percentage increase in Appendix A for each year of the newly negotiated contract.

Upon filing initial application, said longevity stipends shall be granted annually unless withheld for cause. The Board shall be 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 the stipend in subsequent years. Such statement shall be provided within twenty (20) days of the Board action to withhold.

Applications for initial or reinstatement of stipends must be made by November 1 of the preceding year, and will be reviewed by the Board of Education together with a recommendation by the Superintendent. Final Board action on such applications shall be taken not later than February 1 of the school year in which they are submitted.

Upon recommendation of the Superintendent and at the discretion of the Board, exceptions may be made for persons whose cumulative service is not all in the Suffield Public Schools.

	20 years	25 years
1989-1990	$631.00	$813.00
1990-1991	689.00	888.00
1991-1992	748.00	964.00

ARTICLE 13

PAYROLL DEDUCTIONS

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

B. The list of approved deductions is as follows:

1. Life Insurance
2. Washington National Insurance
3. Education Association Dues
4. Tax Sheltered Annuity Plans*
5. Credit Unions**
6. Massachusetts State Income Tax

*Tax sheltered annuity plans shall be limited to those in effect during the 1988-89 contract year. The parties agree to use their best efforts, through the meet and confer procedure, to reduce the number of plans for which deductions may be made.

**To be limited in number to those in effect at the signing of the contract.

C. Dues Deductions

1. The Association shall, no later than August 1st 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 as 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. The Association shall indemnify and save the Board and/or the town harmless against all claims, demands, suits, judgments or other forms of liability which may arise by reason of any action taken in making deductions and remitting the same to the Association pursuant to this Article.

ARTICLE 14

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 15

PERSONAL INJURY BENEFITS

A. Whenever a teacher is absent from school as a result of a 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. After the above 30 days, said teacher is eligible to use accumulated sick leave.

ARTICLE 16

PROCEDURE FOR 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 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

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

(b) As used herein, the term "teacher" shall apply to any employee covered by this contract.

D. PROCEDURE

(a) 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.

(b) 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 eliminations and/or reduction in professional staff by:

(1) voluntary retirements
(2) voluntary resignations
(3) transfer of existing staff members
(4) voluntary leaves of absence

(c) 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 recommends for termination. If the Board of Education considers termination of the contract of a teacher it shall authorize the Superintendent by

offical Board action to notify the teacher in writing, the the termination of his or her contract is under consideration. Such initial notice shall be in the following form: "This is to notify you that termination of your contract is under consideration." This notification, and any subsequent proceedings with regard to contract termination, will be in accordance with the provisions set forth in the Connecticut Teacher Fair Dismissal Law (10-151) of the Connecticut General Statutes.

(d) 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:

1. Areas of certification;
2. Total years of experience in the Suffield School System;
3. Total years of teaching experience;
4. Degree status as determined by the total number of hours of accepted professional development credits beyond the Bachelor's Degree;
5. Qualifications and ability as determined by a written evaluation of the teacher's performance as well as consideration of degree status.

(e) 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 arbitrable under ARTICLE 5 of this contract.

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, although 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 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 (e), the teacher 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 (20) days 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.

H. All Administrators employed by the Suffield Board of Education who are covered by the provisions of the Teacher Fair Dismissal (Tenure) Law and who are laid off from work due to a reduction in administrative staff shall have rights to displace teachers covered by this Agreement, in positions where said administrators are qualified and

certified as determined by Article 18 of the Professional Agreement in a manner provided by applicable law. No administrator shall be discriminated against with respect to such displacement rights by virture of his/her service outside the teacher bargaining unit.

This provision (Section H to Article 18) is negotiated subject to the decision of the Connecticut State Board of Labor Relations (Case No. TDR-7161; Decision No. 2225, August 15, 1983, In the Matter of the Petition for Declaratory Ruling filed by: Connecticut State Council AFSA Locals, AFL-CIO). In the event that such decision is reversed or modified by a court decision, or legislative enactment, any lay-off rights set forth herein, shall be restricted to the extent permitted by such decision or enactment, to the members of the teacher's bargaining unit exclusively.

ARTICLE 17

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 sizes and teacher load which reflect both educational goals and the community's willingness to support recommended educational 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 30 - NOT AVERAGED
GRADES 1-5	No more than 30 - AVERAGED FOR EACH GRADE LEVEL FOR EACH SCHOOL
	Slow Learner Classes - no more than 18 - NOT AVERAGED
GRADES 6-8	Academic Subjects (English, Math, Science, Soc. Studies, Reading) - no more than 30 - AVERAGED FOR EACH ACADEMIC AREA FOR EACH GRADE
	Industrial Arts, Home Economics - no more than 20 - NOT AVERAGED

	Physical Education - Maximum of 30 students per instructor - AVERAGED
	Foreign Language and Music - no more than 30 - AVERAGED
	Slow Learner Classes - no more than 18 - NOT AVERAGED
GRADES 9-12	Regular Classes - no more than 35 - NOT AVERAGED (ROOM SIZE A FACTOR)
	Advanced Specialized (3rd & 4th year Language, 2nd bookkeeping, advanced Mathematics, steno, data processing, etc.) - not more than 30 - NOT AVERAGED (ROOM SIZE A FACTOR)
	Slow Learner and Special Education (Phase I English, Special Education, etc.) - no more than 18 - NOT AVERAGED
	Laboratory - no more than 24 - NOT AVERAGED
	Shops - no more than 20 - NOT AVERAGED
	Physical Education - Maximum of 30 students per instructor - AVERAGED

ARTICLE 18

EMPLOYMENT YEAR

Members of the bargaining unit 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-five (185) days (effective July 1, 1991, one hundred eighty-six (186) days), including at least two noninstructional days, such work year to be scheduled in the discretion of the Board of Education at a time contiguous with the student school year. 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 1/185 (effective July 1, 1991, 1/186).

ARTICLE 19

WORK DAY

A. Teachers shall be required to report twenty (20) minutes before the start of the student school day and shall be required to remain twenty (20) minutes after the close of the student school day except for after school meetings and regularly scheduled activities, provided, however, that teachers at the Middle School may be assigned to duty for more than twenty (20) minutes before or after the student school day with equal compensatory time to be taken as scheduled by mutual agreement between the teacher and principal. In addition in special occasional cases, teachers may be allowed to arrive late and/or leave early with permission of the immediate supervisor.

If the required work day for teachers is extended beyond the required work hours in effect for 1984-85 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 prorating of their annual salaries equal to a percentage of the time that the required work day is extended.

B. Any faculty meeting of teachers, scheduled by the Principal or Department Chairperson or the Superintendent, after regular school hours, may be required of all teachers. Any such meeting after regular school hours, unless of extraordinary nature, will not be held more than once per week. Meetings shall not be more than 60 minutes, except in extraordinary circumstances. This provision does not apply to released time.

C. Attendance at evening meetings may be necessary to fulfill professional obligations.

D. Teachers are expected to attend Parent Conferences and Parent Night Programs. The required parent conference time shall be increased by two (2) hours at all program levels effective July 1, 1989, from those conference times in effect during the 1988-89 school year. Scheduling of such conference time shall be the responsibility of the building level administrators.

ARTICLE 20

TEACHING PERIODS

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

A. Secondary school teachers shall not be required to teach more than twenty-five teaching periods per week.

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. A teaching period shall be defined as a period in which a teacher is actively involved with students in the art of teaching and for which he/she has participated in the preparing, implementing and/or evaluating student learning. Ordinarily a teaching period can be identified as that period of time between regularly scheduled bells.

It is understood that the double period known as a normal lab session will be considered to be a single teaching period for the purposes of this contract.

ARTICLE 21

PREPARATION PERIODS

1. Each teacher is entitled to five (5) preparation periods per week.

2. These periods need not be scheduled as one per day.

3. These periods may be scheduled as a team preparation.

4. Each preparation period must be a minimum of forty (40) minutes or two hundred (200) minutes per week distributed in a manner mutually agreed to between the teacher and his/her supervisor. In the event that the length of the normal preparation period as determined above is reduced by the Board or its designee during the term of this Agreement, the Board shall compensate members of the bargaining unit affected by such reduction at an hourly

rate of pay based upon their per diem salary equal to the amount of the lost preparation time.

5. The morning recess break and the lunch/recess period do not count as preparation periods.

6. The required teacher attendance times before and after school are not considered preparation periods.

7. Supervision of study halls is not considered preparation time.

8. Part-time teachers are entitled to preparation time in proportion to the time for which they are hired.

9. 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.

10. Teacher's shall be assigned to cover another teacher's class only when no substitute is available.

11. In the event that a teacher is required to cover another teacher's class and therefore losses preparation time as guaranteed above, he/she will be compensated at the hourly rate set forth in Appendix E for the amount of the lost time.

ARTICLE 22

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. All teachers shall have an uninterrupted duty-free lunch period daily. For elementary teachers the lunch period shall include the time when children are at lunch and noon recess. This should be done at no additional cost to the Board of Education for the term of this contract. The final duty schedule shall have the approval of the Superintendent of Schools. The noon recess time is reserved for consultation with parents and students.

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/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 23

SPECIAL SCHOOL PROGRAMS

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

ARTICLE 24

STUDENT MASTER TEACHER

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

ARTICLE 24A

MENTOR TEACHERS

The Board and the Association agree to participate in the implementation in Suffield of PA 86-1, Section 10 (d), upon finalization of guidelines by the State of Connecticut.

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 Board by the Association.

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 thirty (30) days unless the teacher has been notified and has had an 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 26A

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 reasons within one working day in writing and to have a representative of the Association present.

ARTICLE 27

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 28

SICK LEAVE

A. Teachers shall be entitled to sick leave with full pay up to fifteen (15) working days in each year. 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 review independently on a case by case basis.

D. When there is a demonstrated pattern of sick leave usage which reasonably appears to show a patterns 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 29

PERSONAL LEAVE

A. A total of eight (8) days of personal leave per year shall be granted to teachers for the following reasons:

1) Legal matters, e.g., subpoenas, required attendance at real estate closings; and necessary court appearances;
2) For marriage (of self, children, parent, siblings, and siblings of spouse);

3) Graduation of self, children or spouse;
4) Religious holidays;
5) Severe illness in the immediate family (defined to include mother, father, siblings, children, mother-in-law, father-in-law and spouse, and members of the household);
6) Death in the immediate family as defined above;
7) Other reasons of a personal or emergency nature, which make absence from school unavoidable and necessary, subject to the approval of the building principal or immediate supervisor. Leave under this item shall be limited to three (3) days per year.

B. Such personal leave shall not accumulate from year to year except that leave under item 5 above (severe illness in the immediate family) shall accumulate from year to year to a maximum of fifteen (15) 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 except in cases of extreme hardship or disability to the school system.

D. Applicants shall be required to state the category under which they are taking leave.

E. For approved leaves of absence other than those covered by this Article or any other Article of this Agreement, the rate of deduction shall be the per diem rate of the year's basic salary.

ARTICLE 30

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 31

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 a 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 teachers, 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. The Board of Education agrees to pay a sabbatical leave stipend based upon 80% of due salary, full benefits and contributions toward C.S.T.R. as detailed in the regulations.

D. The teacher participating in sabbatical leave under this policy shall contract to the Suffield Public Schools for a minimum of three years. Release from obligations prior to expiration of a three year period shall be according to detailed regulations.

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

F. 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.

G. Salary: Sabbatical grantee shall receive a stipend of 80% of the salary to which the grantee is entitled during the year of sabbatical leave.

H. Benefits: Sabbatical grantee shall receive the benefits to which they would be entitled if they were actively teaching.

I. Retirement: By law, six (6%) percent of the sabbatical stipend shall be deducted for retirement purposes. Teachers may claim a full year toward retirement according to State Retirement Board regulations by paying a total of six (6%) percent of the full salary which would have been earned during the sabbatical year. The Suffield Board assists the teacher in making this payment by a direct payment to the teacher of six (6%) percent of the twenty (20%) percent of annual salary which is not granted as a stipend. This is a one time direct payment by June of the sabbatical year.

J. Selection: Award of sabbatical leave is at the discretion of the Board of Education. Its decision shall be final. 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.

K. Obligations:

(a) Grantees shall contract for three years services to the Suffield Public Schools immediately following the sabbatical year.

ARTICLE 32

EXCHANGE TEACHERS LEAVE

In any year teachers may be exchanged for teachers from some other school district in the United States or in a foreign country. Such exchange shall be initially applied for by the teacher and recommended by the Superintendent to the Board of Education, which shall recommend final action. All rights and privileges of the exchanged teacher shall continue in full force and effect during the exchange period.

ARTICLE 33

PREGNANCY DISABILITY LEAVE

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

ARTICLE 34

CHILDREARING LEAVE

A. Upon request, any teacher who 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.

Such a leave shall normally be for a maximum of one year. Leaves commencing September 1 through January 31 of any year shall terminate the following September 1. 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, unless the Board determines that termination at that time would seriously affect the educational program of the students directly involved. In case of such a determination, the leave shall terminate not

later than September 1 of the following year, although it may be terminated sooner by mutual agreement of the parties. The teacher shall receive at least 60 calendar days notice of a Board decision to postpone termination of the leave. The request for childrearing leave shall be made at least thirty (30) days prior to its commencement. Upon return, the teacher shall be reassigned to the same position or an equivalent position at the discretion of the administration. All childrearing leaves shall have established beginning and ending dates which will be reduced to writing. Teachers not intending to return shall qive the Superintendent sixty (60) calendar days notice. For leaves which terminate on September 2, this notice shall be 90 days. Teachers who fail to return to work as scheduled upon termination of a leave shall be ineligible for automatic reinstatement. As in the case of other leave without pay, the teacher is entitled to participate in fringe benefit programs, but at the teacher's full expense.

5. 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 of 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. Upon return from such leave, the teacher shall be placed at the same position on the salary schedule and entitled to 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.

B. The Board agrees to reimburse all teachers attending a convention or conference, or observing activities in another school system for all reasonable expenses.

C. Expenses shall 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 leave.

ARTICLE 38

GENERAL LEAVE

A. A teacher may be allowed leave, without loss of salary to begin programs of study which result from foundation or scholarship grants and which necessitate personal presence in advance of the close of the school year.

B. Other extended leaves of absence, with or without salary, may be granted by the Board of Education.

C. A teacher on leave according to the terms of this Article shall not have this absence, if a year of 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 1st of his/her intent to continue employment in Suffield.

ARTICLE 38A

JOB SHARING

1. 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, non-tenured or newly hired staff member.

2. 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.

3. The delineation of time requirements and responsibilities shall be mutually developed by the teacher(s), the Superintendent and the building administrators(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.

4. 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.

5. A one year job sharing may be extended for an additional year, by mutual agreement between the Superintendent and the teachers involved. The Superintendent and the teacher initiating the job share may mutually agree to share the job for the second year with a different teacher. Any additional teachers hired to fill positions vacated due to one year job sharing situation shall be given a one year letter of appointment.

6. 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.

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

ARTICLE 39

TEACHING ASSIGNMENTS

Teaching assignments shall be defined as any certified teaching position to which a teacher may be assigned within the three program levels. These program levels are defined as Kindergarten - 5, 6-8, and 9-12.

Teachers initially employed by the Board of Education shall receive either 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 schools 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 (e.g. resignations, death, promotion, and leave of absence) such assignments may be changed only as requred 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 the 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 40

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. These program levels are defined in Kindergarten - 5, 6-8, and 9-12.

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 desires to be transferred.

ARTICLE 40A

VACANCIES

Notice of all vacant bargaining unit positions shall be posted

in each school for a minimum of 7 calendar days prior to assigning a teacher to the position.

Notice of all bargaining unit vacancies shall be sent to the President of the Association.

When school is not in session during the summer, notice of such vacancies shall be forwarded to the President of the Association and four persons designated by the President. The President shall designate these persons in writing to the Superintendent by June 1st.

ARTICLE 41

PROMOTIONS

A. Positions as used in this section, means any position within the bargaining unit which pays a salary differential and/or involved 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 position shall be adequately publicized, both within and outside the system, including a notice in every school (by posting or otherwise) as far in advance of the date of filling such vacancy as possible (at least 30 days in advance of the date of filling such vacancy and in no event less that two weeks in advance). Where need to fill a vacancy of position arises during the summer months, notification shall be by mail to those who are qualified.

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 qualification for the vacant position, provided however, that where two or more applicants from within the system are substantially equal in qualification, the applicant with the greatest amount of seniority shall be given preference.

ARTICLE 42

GENERAL PROVISIONS

A. There shall be no reprisals of any kind taken by either party against any teacher by reason of his 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. The Board shall provide a complete and updated copy of Board policies to the Association. A copy of such policies shall be placed in each school library within the school system. In shall be the responsibility of the Central Office to supply sufficient copies to the SEA so that the SEA may maintain the policies in their current status.

ARTICLE 43

NO STRIKE

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

ARTICLE 44

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, national origin, ancestry, handicap, marital status or other applicable unlawful discriminatory standard.

ARTICLE 45

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 46

ASSOCIATION RIGHTS

A. The Association will have the right to use school buildings without cost at reasonable times for meetings, provided however, the 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 material. Copies of all such materials will be given to the building principal, but his 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. Release time for the President to carry out Association business will be provided according to the provisions of the Board Policy GCB-P dated July 17, 1979, which policy the Board agrees not to change during the term of this contract.

E. The President of the Association shall be provided with a copy of the approved minutes of all official Board meetings. A copy of the agenda of said Board meetings will be given to the President of the Association prior to any official Board meetings.

ARTICLE 47

PERSONNEL DATA SHEETS

Mutually agreed to personnel date sheets updated through August 1, shall be distributed to each teacher by the Central Office at the teachers' meeting prior to the opening of school.

ARTICLE 48

TRANSPORTATION ALLOWANCE

Teachers shall be remunerated for all Board approved travel related to their positions at the rate of 22.5 cents per mile or the Board approved rate, whichever is greater.

FIFTH DISEASE

Upon request of 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 50

VERY EARLY EDUCATION PROGRAM

The Very Early Childhood Education position will be included in the bargaining unit with full pay and benefits effective July 1, 1989, if such position continues to exist.

ARTICLE 51

DURATION

A. This Agreement shall be in full force and effective July 1, 1989 to June 30, 1992.

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

SUFFIELD BOARD OF EDUCATION

By Robert G. Neuhaus
Chairman

By
Negotiating Committee Chairperson

Date 3/9/89

SUFFIELD EDUCATION ASSOCIATION

By Gale M. Lynch
President

By
Negotiating Committee

Date 3/9/89

APPENDIX A-1

TEACHER SALARIES

1989-1990

1989-1990 STEP	YOE	BA	MA	MA +30	MA +45
1	1-2	25113	26163	27113	27633
2	3-4	25658	26917	27872	28555
3	5-6	26215	27693	28652	29509
4	7	26784	28481	29454	30494
5	8	27365	29313	30278	31513
6	9	27959	30158	31126	32566
7	10	28566	31028	31998	33655
8	11	29187	31923	32894	34780
9	12	29820	32844	33815	35943
10	13		33792	34763	37046
11	14		34767	35738	38389
12	15		35795	36767	39683
13	16		41870	44251	48014

APPENDIX A-2

TEACHER SALARIES

1990-1991

1990-1991

STEP	YOE	BA	MA	MA +30	MA +45
1	1	26619	27700	28700	29300
2	2-3	27229	28694	29748	30525
3	4-5	27852	29725	30833	31800
4	6-7	28490	30791	31959	33130
5	8	29142	31897	33125	34515
6	9	29810	33042	34334	35957
7	10	30492	34228	35588	37460
8	11	31191	35457	36886	39026
9	12	31905	36730	38233	40628
10	13		38048	39628	42357
11	14		39415	41075	44128
12	15		40826	42583	45998
13	16		44800	47300	51295

APPENDIX A-3

TEACHER SALARIES

1991-1992

1991-1992

STEP	YOE	BA	MA	MA +30	MA +45
1	1-2	28216	29360	30400	31570
2	3-4	28977	30700	31847	33205
3	5-6	29760	32100	33363	34925
4	7-8	30563	33562	34951	36734
5	9	31388	35092	36615	38637
6	10	32236	36693	38358	40639
7	11	33106	38366	40183	42743
8	12	34000	40116	42096	44958
9	13		41945	44100	47287
10	14		43858	46199	49736
11	15		45858	48398	52313
12	16		47950	50700	55010

APPENDIX B

EXTRA PAY FOR SUPERVISORY POSITIONS

A. Department Chairpersons

1. In addition to his/her regular teaching salary, for each of the following years, each chairperson will receive the following base stipends:

   For the year 1989-1990.....$1,096.00
   For the year 1990-1991.....1,197.00
   For the year 1991-1992.....1,300.00

2. A Supervision factor for 1989-90 $289.00, for 1990-91 $316.00, and for 1991-92 $343.00 person supervised will be added to the base stipend as indicated above for each person supervised, or a proportionate amount for each part-time person supervised by the chairperson.

   Note: If the chairperson supervises a person for less than full-time, the factor will be based on the number of teaching periods taught by the supervised person, i.e., ten teaching periods per week would result in a figure of 10/25 or .4 times $289.00 resulting in $116.00 additional for supervision of this part-time person.

3. An additional teaching load adjustment of $149.00 for 1989-90, $162.00 for 1990-91 and $176.00 for 1991-92 per teaching period per year for all teaching periods more than twenty (20) per week taught by the chairperson provided the chairperson is supervising more than three full-time equivalent teachers excluding the chairperson.

   a. For the purpose of this provision (teaching load adjustment), teaching period is determined by the length of time between regularly scheduled bells which start and end regular teaching periods.

   b. For the purpose of this provision (teaching load adjustment) assigned study halls shall be considered as teaching periods.

   c. If changes in length of periods of school days

occur during the term of this contract, the basis for determining this remuneration (teaching load adjustment) will be the fraction 4/7 of the time normally available for teacher assignment per week.

B. Academic Coordinators

Academic Coordinators shall be paid as follows:

1. $1,096.00 for 1989-1990
2. $1,197.00 for 1990-1991
3. $1,300.00 for 1991-1992

C. Music Director

The Music Director, in addition to his/her regular salary, shall be paid on the same basis as are Department Chairpersons.

D. Life Education Coordinator

Life Education Coordinator shall be paid as follows:

1. $1,096.00 for 1989-1990
2. $1,197.00 for 1990-1991
3. $1,300.00 for 1991-1992

E. Head Teacher - Bridge Street

1. $1,141.00 for 1989-1990
2. $1,246.00 for 1990-1991
3. $1,353.00 for 1991-1992

F. Athletic Director

Athletic Director shall be paid as follows:

1. $3,282 for 1989-1990
2. $3,584 for 1990-1991
3. $3,892 for 1991-1992

The Athletic Director shall granted release time so that her total teaching load shall not exceed .5 full time equivalent.

APPENDIX C

EXTRA REMUNERATION FOR COACHES

A. Point system shall be continued, with changes in point values as indicated in C. below.

B. Points shall be based on the following factors:

1. The number of participants; 1 point for each five (5) participants. Maximum - 8 points.

2. Games; 1 point for each game or meet and will include all play-offs and CIAC tournament games. An additional 1/2 point will be given for any game or meet starting after 5 p.m. as well as 1 full point for Saturday and vacation games or meets. Games will be determined by CIAC rules.

3. Length of season; (1) point for each week of practice, and additional 1/2 point will be given for each week of practice during school vacations(s).

4. Experience; (1) point for each year of coachng experience. Maximum - 10 points.

	1989-90	1990-91	1991-92
C. Varsity	$53.56	$58.48	$63.51
Ass't, JV and Freshman	39.35	42.97	46.67

APPENDIX D

PROFESSIONAL DEVELOPMENT PLAN

SUFFIELD, CONNECTICUT

Purpose

The goal of professional development is to allow the individual to participate in professional growth experience beneficial to him/her and to the school system.

Professional Development Activities

The following activities are acceptable for credit toward advancement on the salary schedule subject to the guidelines and restrictions stated.

A. Course work leading to a graduate level degree, diploma, or certificate in a teachers area or educational specialty.

B. Graduate level courses concerning:

1. Knowledge of the individuals teaching or special assignment.

2. Professional skills related to carrying out one's professional assignment (i.e. classroom management, classroom applications of computer technology).

3. Understanding of the different types of learners and learning styles (i.e. characteristics of the pre-adolescent, nature of learning disabilities, problems in coping with divorce, right-left hemisphere dominance, concept formation).

4. Knowledge of the school's role in the local community as well as in the broad society, the school's organization, and/or the school's operation.

5. Development and/or refinement of the individual's interpersonal communication skills.

C. Workshops, institutes, and in-service training which meet the content criteria for graduate level course as specified in Section B, above, subject to the following restrictions:

1. Credit will be given on an hourly, pro-rated basis: fifteen (15) hours of instructional course time is equivalent to one (1) credit.

2. Documentation of the time commitment and workshop scope must be provided the Professional Development Committee.

D. An individual professional development activity designed to contribute to the growth of the educator as a professional *i.e., publishing a professional article, creating a substantial curriculum unit). One such activity will be allowed toward each salary scale past the Master's. A maximum of three credits will be issued upon successful completion of a program which meets the following criteria:

1. The activity must be accepted by the Professional Development Committee.

2. There is a detailed plan based on clearly stated objectives.

3. There are a minimum of thirty (30) hours spent on research and development.

E. Undergraduate course may be accepted by the Professional Development Committee if the course content:

1. Is not available at the graduate level and/or,

2. Is a prerequisite to graduate level work which the individual intends to pursue.

Such undergraduate credits will be limited to a total of nine (9) credits for advancement on the salary scale during the teacher's employment by the Suffield School System.

F. An individual may be allowed to earn six (6) credits under the Professional Development Plan in areas outside of education.

Guidelines and Restrictions

1. The educator's professional development plan may correlate with his/her yearly objectives as established with the individual's supervisor.

2. The educator's professional development plan must include a meaningful timeline and the criteria to judge attainment of the plan, when appropriate.

3. There shall be no duplication of courses, course content or activities.

4. Teacher initiated professional development activities must occur on non-school time (i.e., after school, weekends).

5. Professional development activities for which teachers are reimbursed by the school district do not qualify for advancement on the salary schedule. However, when the school district requests an individual to develop expertise to meet a building or system need, the individual is eligible for advancement on the salary schedule, whether or not the school district has paid for the necessary training.

6. It is suggested that first-year, inexperienced teachers not take courses during their first semester of teaching and only take courses subject to the approval of their supervisor during the second semester.

7. All requests for approval of professional development activities must be submitted to the Committee on the proper forms. Forms are to be filed in the Office of the Superintendent of Schools.

8. All requests for summer courses must be submitted by June 1st and the Committee decisions must be made prior to June 15th.

9. Any staff member who has not received approval for the professional development activity is not guaranteed approval by the Professional Development Committee and undertakes activity at their own risk.

10. If the Professional Development Committee does not act on the request for approval within thirty (30) calendar days after the date the form is filed in the Office of the Superintendent of Schools, the activity is automatically approved with the exception that forms filed between June 2 and August 25 must be acted upon the first Friday after school is in session.

PROFESSIONAL DEVELOPMENT COMMITTEE

OPERATIONAL PROCEDURES

A. Committee deliberation and voting will be done in executive session. The educator involved and/or his representative may be present during Committee discussion.

B. In situations in which the Administration recommends alternatives in staff members program on Form I, Line 16, on Form II, Line 15, the Committee may request the the Administrator attend the meeting to clarify his/her recommendations.

C. In any area where the Committee has limited knowledge the Committee may seek appropriate information or expertise before making a decision.

D. The Committee quorum shall be no less that four (4). An alternate may be appointed by the Committee, if there is a need.

E. Committee decisions will be by a majority vote.

F. If a request to advance on the salary schedule is disapproved, the educator involved will receive a letter stating the reason for disapproval, the right to a hearing for reconsiderations, and the right to grieve, in accordance with contract in effect.

G. The Professional Development Committee will have five (5) members as follows:

1. Two (2) members shall be appointed by the Suffield Education Association.

2. One (1) member shall be the Superintendent of Schools.

3. One (1) member shall be an administrator appointed by the Superintendent of Schools.

4. The fifth member shall be selected by a majority vote of the Committee.

H. The Committee will schedule a meeting each month September June. The Superintendent may cancel a monthly meeting if there is no business to transact.

APPENDIX E

EXTRA REMUNERATION FOR EXTRA DUTY

A.	1989-90	1990-91	1991-92
Year Book Advisor	$1,020.00	$1,114.00	$1,209.00
Director of Musicals/Drama	$1,532.00	$1,673.00	$1,817.00
Band Director	$ 638.00	$ 697.00	$ 757.00
Intra-murals	$ 14.92	$ 16.29	$ 17.69
Cheerleader (Advisor and Asst. total)	$1,668.00	$1,821.00	$1,978.00
High School Quiz Team Adv.	$ 632.00	$ 690.00	$ 749.00
Intra-mural Director Middle School	$ 902.00	$ 985.00	$1,069.00
EERA Director	$ 902.00	$ 983.00	$1,069.00
AFS Advisors	$ 640.00	$ 699.00	$ 759.00
Math Team	$ 632.00	$ 690.00	$ 749.00
High School Student Council			
Advisor	$ 500.00	$ 600.00	$ 625.00
Asst. Advisor	$ 500.00	$ 600.00	$ 625.00
Middle School Student Council Advisor	$ 400.00	$ 437.00	$ 475.00
Class Advisors			
Freshman			
Advisor	$ 383.00	$ 418.00	$ 454.00
Asst. Advisor	$ 383.00	$ 418.00	$ 454.00
Sophomore			
Advisor	$ 513.00	$ 560.00	$ 608.00
Asst. Advisor	$ 435.00	$ 475.00	$ 516.00
Junior			
Advisor	$ 766.00	$ 837.00	$ 909.00
Asst. Advisor	$ 513.00	$ 560.00	$ 608.00
Senior			
Advisor	$1,152.00	$1,258.00	$1,366.00
Asst. Advisor	$ 766.00	$ 837.00	$ 909.00

A.1. In the event that an extra-duty position is created by Board, compensation for that position shall be negotiated by the Board and the Association.

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

1. Vocational-Agriculture teachers. Vo-Ag 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. Notwithstanding Section A of this Article, Guidance personnel may volunteer their services prior to the opening of school and after the close of school. The Board is not obligated to accept such voluntary services. For these services, the remuneration shall be as defined in B.3, Other Non-Classroom Service.

3. 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:

1989-1990	$26.00
1990-1991	$28.00
1991-1992	$30.00

APPENDIX F

PROGRAM LEVEL

As of the signing date of this agreement, the Board and the Association agree that the established program levels (K-5, 6-8, 9-12) defined in Articles 40 and 41 refer to grade levels for the purposes of assignment and/or transfer only. The change of physical location of a specific grade does not change the program level of the grade. (Example: the movement of Grade 5 from Spaulding School to McAlister School constitutes a change of physical location NOT program level.)