# Professional Agreement

# Suffield Education Association

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# Suffield Board Of Education

## July 1, 1998 to June 30, 2001

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THIS AGREEMENT IS MADE AND ENTERED INTO ON THIS 25TH Day of November, 1997, 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.

## 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 Statues 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 lst 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.

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 three (3) days after the 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 three (3) 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 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. The AAA shall 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 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 elect to receive their full salary in either twenty-one (21) equal installments per year or twenty-one (21) installments equal to 1/26$^{th}$ of their salary plus 1 (one) balloon installment equal to 5/26$^{th}$ of their salary. Any teacher who has elected the twenty-two (22) 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 30$^{th}$. 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, 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. 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 2$^{nd}$ Thursday in September.

A teacher who wishes to change his/her payment option for the following year must notify the Superintendent in writing by February 1. This selection will remain in effect until a teacher informs the Superintendent in writing of a change in payment option by February 1.

C. Upon initial employment, a teacher will elect one of the two payment options as described in Section B.

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.

E Staff members who participated in the salary deferral during the 1991-1992 work year shall be repaid in a lump sum on an annual basis from a pool created for this purpose by the Board of Education. Payment shall be made in the following manner for a period not to exceed ten (10) years as defined in the Memorandum of Agreement dated 11/21/91.

1. Persons retiring from the Suffield Public Schools and persons terminating their employment in the Suffield Public Schools.

2. Persons at the top of a randomly generated payment list (provided that there
are funds remaining in the pool after category #1 distributions are made).

Any person who is scheduled to receive payment under category #2 above may choose to defer receipt of this payment. In such cases, the person next in line on the list shall receive payment. The person electing to defer payment retains his/her position on the list.

Thirteen teachers shall be reimbursed annually beginning September l, 1996. The Board at its discretion may elect to accelerate the repayment schedule.

## 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 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'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 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. |
| Doctorate | A doctoral degree 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 three 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 fourteen years, at the Superintendent's discretion, for prior work experience.

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 l, 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.

## ARTICLE 10

## UNIQUE NEEDS POSITION

The SEA and the Board recognize that certain positions may be newly emergent or difficult to fill. The following procedures will be utilized to meet these "unique needs".

A. Prior to January 15 or each school year, the Superintendent shall meet with the SEA President or his/her designee to review the Superintendent's list of projected "unique needs" positions for the next two school years.

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

C. Teachers who wish to become certified in a "unique 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. All candidates who indicate interest and complete a program to become qualified for the unique needs position will be considered. A candidate's rejection will not be subject to the grievance procedure.

## ARTICLE 11

## INSURANCE BENEFITS

1. The Board shall provide the following insurance benefits for each teacher and eligible dependents for the period of July 1, 1996, through June 30, 1999:

2. Life Insurance: The Board shall provide $50,000 Hartford group term life insurance paid by the Board; optional $50,000 may be purchased by the employee.

3. On an annual basis, participating teachers shall elect health insurance Option 1 (Blue Cross and Blue Shield Century 90 contract indemnity plan, with Century 96 Home and Office and major medical, described more specifically in Appendix G) or Option 2 (Blue Cross Century Preferred PPO, as described more specifically in Appendix G). Newly hired participating teachers shall elect the health insurance option upon eligibility. 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 requirements or medical evidence requirements, as per the insurance carrier's requirements. The PPO prescription benefit is covered as an out-of-network benefit.

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 in writing.

5. 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 an IRC Section 125 premium conversion plan available to employees making such contributions:

| Base Plus | 1996-97 | 1997-98 | 1998-99 |
|---|---|---|---|
| Board | 87.5% | 85% | 82.5% |
| Teacher | 12.5% | 15% | 17.5% |

Century Preferred and all Dental Participants

| | | | |
|---|---|---|---|
| Board | 91% | 90% | 87.5% |
| Teacher | 9% | 10% | 12.5% |

6. 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 or Option 2 by May 31 of each year.

7. 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 expedited under the Rules of AAA for expedited arbitration. No change in carrier or institution of self-insurance shall be made until the arbitrator has rendered his/her award.

8. 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.

9. 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.

10. 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.

11. The Board and the Association shall jointly participate in a study committee to review health insurance plans beginning no later than January 1, 1998. The Committee shall issue its recommendations no later than January 1, 1999. Should the parties not agree on a successor article by February 1, 1999, the parties shall commence mid-term bargaining in accordance with statue for implementation July 1, 1999.

## ARTICLE 12

## 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:

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.

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.

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.

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 |
|---|---|---|
| 1998-2001 | $748.00 | $964.00 |

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

## 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 or Crown Life Insurance

3. Education Association Dues

4. Credit Union: Tobacco Valley Teachers Federal Credit Union

5. Massachusetts State Income Tax

6. Connecticut State Income Tax

7. Tax Sheltered Annuity and Life Insurance Plans:

   Life insurance plans or annuity plans with 3 (three) or fewer members shall not be approved for members to join. No present member shall be asked to drop out of a plan in which he/she already participates.

   Upon the employee's request, there will be direct deposit to the life insurance plan or annuity plan of his/her choice providing that there is no additional cost to the Board of Education.

   A new life insurance plan or annuity plan will be established if 5 (five) or more of the members express an interest.

   The following are the approved plans for the current contract:

   Aetna Life Insurance
   Beneficial Standard Life Insurance
   Equitable Life Insurance
   Fidelity Group Retirement Plan
   Great American Life Insurance
   Horace Mann Life Insurance Company
   John Hancock Mutual Life Insurance Company

Mutual Series Fund
Northwestern Mutual Life
Northern Life Insurance Company
Schwab
Templeton Funds Trust Co.
Travelers Insurance Co.
T. Rowe Price Co.
United of Omaha
USAA Life Insurance and Annuity Company
Variable Annuity Life Insurance
Washington National Insurance Company
Western National Life Insurance Company

C. Dues Deduction and Service Fee Deduction

1. All teachers employed by the Suffield Board of Education shall, as a condition of continued employment, join the Association or pay a service fee to the Association. Said service fee should be equal to the proportion of Association dues uniformly required of members to underwrite the cost of collective bargaining, contract administration and grievance adjustments.

2. The Suffield Board of Education agrees to deduct from each teacher an amount equal to the Association membership dues or service fee 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 amount of the deduction for service fee from each paycheck shall be equal to the total service fee divided by the number of paychecks from and including the first paycheck in January 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. The amount of service fee shall be certified by the Association to the Board of Education prior to January 1 of each school year.

3. 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.

4. 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.

5. 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.

6. 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.

7. 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 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

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. 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 l/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 16

## 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 statues. 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 elimination 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/she recommends for termination.

If the board considers termination of the contract of a teacher, it shall authorize the Superintendent by official Board action to notify the teacher in writing that 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 of employment 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 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 (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.

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

## 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 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 30 - NOT AVERAGED |
| Grades 1-5 | No more than 30 - NOT AVERAGED FOR EACH GRADE LEVEL FOR EACH SCHOOL |
| Grades 6-8 | Academic Subjects (English, Math, Science, Social Studies, Reading) No more than 30 - NOT 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 - NOT AVERAGED |
| | Foreign Language and Music - No more than 30 - NOT AVERAGED |
| | Special Needs Classes - No more than 18 - NOT AVERAGED |
| Grades 9-12 | Regular Classes - No more than 35 - NOT AVERAGED (ROOM SIZE A FACTOR) |
| | Advanced Specialized (i.e., 3rd and 4th year Language, Accounting 2 and 3, advanced mathematics) - No more than 30 - NOT AVERAGED (ROOM SIZE A FACTOR) |
| | General Level and Special Education Classes - 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 - NOT 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 ninety (190) 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. There shall be no more than 185 student contact days in 1998-1999, 1999-2000, and 2000-200l. 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 l/190 in 1998-1999, 1999-2000, and 2000-2001.

## ARTICLE 19

## WORK DAY

A. Teachers shall 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. Teachers at the Middle School may be assigned to duty for more than twenty (20) minutes before 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 the permission of the immediate supervisor.

If the required work day for teachers is extended beyond the required work hours in effect in 1997-98 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.

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 released time.

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

| | | |
|---|---|---|
| Elementary | Open Houses | 4 (four) hours |
| | Parent Conferences | 6 (six) hours |
| | ** Not to exceed 12 hours | |
| Middle School | Open Houses | 2 (two) hours |
| | Parent Conferences | 7 (seven) hours |
| | ** Not to exceed 12 hours | |
| High School | Open House/Parent Conferences | 7 (seven) hours |
| | ** Not to exceed 10 hours | |
| | Additional 2 hours for Parent Conferences Only. | |

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.

** The additional hours will be scheduled by the administration.

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 insure responsible use of this provision.

## ARTICLE 20

## 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 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.

E. A teacher may be requested to teach a 6th period under extraordinary circumstances and will be paid an additional .2 of his/her yearly salary for doing so.

F. Should the Board create a new period structure for the student school day (e.g., block scheduling), the parties shall renegotiate the provisions of this Article and any other contract provisions directly affected, in accordance with the provisions of Connecticut General Statutes 10-153f(e).

## ARTICLE 21

## PREPARATION PERIODS

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

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

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

D. Under traditional scheduling 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 the 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.

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

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

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

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

I. 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.

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

K. 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 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. Members of the Bargaining Unit shall have an uninterrupted duty-free lunch period daily. 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 monitor the cafeteria or recess duty once every other week, or more often if necessary. All assignments shall be done on an equitable basis. The remaining days shall be 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/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 23

## SPECIAL SCHOOL PROGRAMS

Home bound tutors in the bargaining unit 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 25

## MENTOR TEACHERS

The Board and the Association agree to participate in the BEST Program as defined by the regulations adopted in accordance with Connecticut General Statutes, Section 10-145(d).

Service as a mentor teacher shall be voluntary from year to year.

## ARTICLE 26

## 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.

## ARTICLE 27

## 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 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 28

## 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 within one working day and to have a representative of the Association present.

## ARTICLE 29

## 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 30

## 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 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 31

## PERSONAL LEAVE

A. A total of 5 (five) 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, 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 made 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) or (death in the immediate family) 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 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 absences 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 32

## 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 33

## 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 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. 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 (3) years. Release from obligations prior to expiration of a three year contract 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 the 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, seven percent (7%) 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 seven percent (7%) of the full salary which would have been earned during the sabbatical year. The Suffield Board of Education assists the teacher in making this payment by a direct payment to the teacher of seven percent (7%) of the twenty percent (20%) 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 (3) years services to the Suffield Public Schools immediately following the sabbatical year.

## ARTICLE 34

## 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 35

## 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 36

## 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.

Such a leave shall normally be for a maximum of one year. Leaves commencing on the first contracted day through January 31 of any year shall terminate at the beginning of the following school year. 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 the case of such a determination, the leave shall terminate not later than the beginning 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 intending to return shall give 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 12 week period at the teacher's full 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 37

## 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 38

## 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 39

## 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 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 40

## 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. 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 sixty (60) calendars days notice. Failure to provide such 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 41

## JOB SHARING

A. 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.

B. 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.

C. 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.

D. 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.

E. A one year job sharing may be extended for an additional year, 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.

F. 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.

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

## ARTICLE 42

## TEACHING ASSIGNMENTS

Teaching assignments shall be defined as any certified teaching position to which a teacher may be assigned within the three program levels. The current organizational pattern of the school system defines these levels as Kindergarten – 4, 5 – 8, and 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 43

## 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 Kindergarten-4, 5-8, and 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 for a position opening in the same department at the same organizational level from which he/she was transferred.

## ARTICLE 44

## 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 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, 5 copies of notice of such vacancies shall be forwarded to the President of the Association. Postings of all vacancies during the summer shall also be kept in a notebook in the Central Office.

## ARTICLE 45

## 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 14 days in advance of the date of filling such vacancy). Where need to fill a vacancy of position arises during the summer months, 5 copies of such notice shall be forwarded by mail to the President of the Suffield Education Association or his/her designee. Postings of all vacancies during the summer shall also be kept in a notebook in 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 46

## 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. 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. It 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 47

## 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 Statues.

## ARTICLE 48

## 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 49

## 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 50

## 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. Release time for the President to carry out Association business will be provided according to the provisions of 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 51

## PERSONNEL DATA SHEETS

Mutually agreed to personnel data 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 52

## TRANSPORTATION ALLOWANCE

Teachers shall be remunerated for all Board approved travel related to their positions at the rate of 30 cents per mile or the Board approved rate, whichever is greater.

## ARTICLE 53

## 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 54

## 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.

B. Summer positions shall be posted according to Article 44.

C. The remuneration rate for teaching in summer programs shall be negotiated between the Board and the Association, taking into account differing responsibilities and time considerations.

## ARTICLE 55

## 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.

Any C.E.U./C.E.U. Equivalent earned through the Suffield Board of Education shall be recognized by a certificate that states the date and number of C.E.U.'s earned within 45 days after the activity(ies) took place.

The Suffield Board of Education shall keep records for seven (7) years of all C.E.U./C.E.U. Equivalents granted and provide copies to the employees upon request at no cost to the employee.

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 56

## SCHOOL YEAR RESTRUCTURING

The Association reserves the right to bargain the placement of all non-instructional time.

## ARTICLE 57

## DURATION

This Agreement shall be in force and effective July 1, 1998 to June 30, 2001.

## Appendix A

### 1998-1999 Salary Schedule

| Step | Years of Experience | BA | MA | MA+30 | MA+45 |
|---|---|---|---|---|---|
| 1 | 1 | 30,169 | 31,123 | 32,072 | 32,954 |
| 2 | 2-3 | 31,309 | 32,437 | 33,924 | 34,674 |
| 3 | 4 | 32,450 | 33,752 | 35,875 | 36,289 |
| 4 | 5 | 33,590 | 35,066 | 37,826 | 38,500 |
| 5 | 6 | 34,730 | 36,380 | 39,777 | 40,500 |
| 6 | 7 | 35,871 | 37,695 | 41,729 | 42,500 |
| 7 | 8-9 | 37,011 | 39,009 | 43,680 | 44,400 |
| 8 | 10-11 | 38,152 | 41,227 | 45,600 | 46,400 |
| 9 | 12-13 | 39,292 | 43,445 | 47,582 | 48,300 |
| 10 | 14-15 | 41,000 | 45,663 | 49,533 | 50,900 |
| 11 | 16 | | 47,881 | 51,485 | 53,500 |
| 12 | 17 | | 50,100 | 53,436 | 56,300 |
| 13 | 18 | | 52,318 | 55,387 | 59,000 |
| 14 | 19+ | | 55,355 | 58,275 | 62,415 |

### 1999-2000 Salary Schedule

| Step | Years of Experience | BA | MA | MA+30 | MA+45 |
|---|---|---|---|---|---|
| 1 | 1-2 | 31,013 | 31,995 | 32,970 | 33,877 |
| 2 | 3-4 | 32,186 | 33,346 | 34,873 | 35,645 |
| 3 | 5 | 33,358 | 34,697 | 36,879 | 37,305 |
| 4 | 6 | 34,531 | 36,048 | 38,885 | 39,578 |
| 5 | 7 | 35,703 | 37,399 | 40,891 | 41,634 |
| 6 | 8 | 36,875 | 38,750 | 42,897 | 43,690 |
| 7 | 9-10 | 38,048 | 40,101 | 44,903 | 45,643 |
| 8 | 11-12 | 39,220 | 42,381 | 46,877 | 47,699 |
| 9 | 13-14 | 40,392 | 44,662 | 48,915 | 49,652 |
| 10 | 15-16 | 42,148 | 46,942 | 50,920 | 52,325 |
| 11 | 17 | | 49,222 | 52,926 | 54,998 |
| 12 | 18 | | 51,502 | 54,932 | 57,876 |
| 13 | 19 | | 53,783 | 56,938 | 60,652 |
| 14 | 20+ | | 56,905 | 59,907 | 64,162 |

*There will be no step movement in the 1999-2000 School Year

## 2000-2001 Salary Schedule

| Step | Years of Experience | BA | MA | MA+30 | MA+45 |
|---|---|---|---|---|---|
| 1 | 1 | 31,345 | 32,337 | 33,323 | 34,239 |
| 2 | 2-3 | 32,530 | 33,703 | 35,247 | 36,026 |
| 3 | 4-5 | 33,715 | 35,068 | 37,274 | 37,705 |
| 4 | 6 | 34,900 | 36,434 | 39,301 | 40,001 |
| 5 | 7 | 36,085 | 37,799 | 41,329 | 42,079 |
| 6 | 8 | 37,270 | 39,165 | 43,356 | 44,157 |
| 7 | 9 | 38,455 | 40,530 | 45,383 | 46,132 |
| 8 | 10-11 | 39,640 | 42,835 | 47,378 | 48,210 |
| 9 | 12-13 | 40,824 | 45,140 | 49,438 | 50,184 |
| 10 | 14-15 | 42,599 | 47,444 | 51,465 | 52,885 |
| 11 | 16-17 | | 49,749 | 53,493 | 55,586 |
| 12 | 18 | | 52,053 | 55,520 | 58,496 |
| 13 | 19 | | 54,358 | 57,547 | 61,301 |
| 14 | 20+ | | 57,514 | 60,548 | 64,849 |

## APPENDIX B

## EXTRA PAY FOR SUPERVISORY POSITIONS

A. Curriculum Chairs

In addition to his/her regular teaching salary for each of the following years, each Curriculum Chairperson will receive the following stipends:

For each year 1998-2001 - $2,500

This stipend is for carrying out the duties of the Curriculum Chair job description. Curriculum chairs will be granted a 20% reduction from a full teaching load and will be released from all non-teaching duties.

B. Academic Coordinators

Academic Coordinators shall be paid:

$2000.00 for each school year 1998-2001

C. Music Director

The Music Director, in addition to his/her regular salary, shall be paid the same as Curriculum Chairperson.

D. Life Education Coordinator

The Life Education Coordinator shall be paid:

$2000.00 for each school year 1998-2001

E. Head Teacher – Bridge St.

The Head Teacher at Bridge St. School shall be paid:

$1,392.00 for each school year 1998 - 2001

F. Athletic Director

The Athletic Director shall be paid:

$4,003.00 for each school year 1998 - 2001

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

## APPENDIX C

## EXTRA REMUNERATION FOR COACHES

A. Point system shall be continued.

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, including all play-off and CIAC tournament games. An additional l/2 point will be given for any game or meet starting after 5 p.m. and an additional l 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 an additional ½ point will be given for each week of practice during school vacation(s).

4. Experience: 1.25 points for each year of coaching experience. Maximum 12.5 points.

| | 1998-2001 |
|---|---|
| C. Varsity | $63.51 |
| Ass't. JV and Freshmen | $46.67 |

D. Indoor track paid $1500 flat rate for the season.

## 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 teacher's area or educational specialty.

B. Graduate level courses concerning:

1. Knowledge of the individual's teaching or special assignment.

2. Professional skills related to carrying out one's professional assignment (i.e., classroom management, classroom applications or 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 courses 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 to the Professional Development Committee.

D. An individual professional development activity designed to contribute to the growth of the educator as a professional (i.e., 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 courses 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.

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 May 15 and the Committee decisions must be made prior to June 15.

9. If the Professional Development Committee does not act on the request for approval within forty-five (45) 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 by September 15.

## 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 a staff member's program on Form I, Line 16, or on Form II, Line 15, the Committee may request that 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 than 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 reconsideration, and the right to grieve, in accordance with contract in effect.

G. The Professional Development Committee will have four (4) 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.

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.

| | 1998-99 & 1999-2000 | 2000-2001 |
|---|---|---|
| Year Book Advisor | $1,243.00 | 1,268.00 |
| Director of Musicals/Drama | $1,869.00 | 1,906.00 |
| Band Director | $ 779.00 | 795.00 |
| Intramurals | $ 18.19/hr. | 18.55/hr. |
| Intermurals | $ 18.19/hr. | 18.55/hr. |
| Cheerleader | | |
| (Advisor and Asst. total) | $ 2,034.00 | 2,075.00 |
| High School Quiz Team Advisor | $ 770.00 | 785.00 |
| Intramural Director (Middle School) | $ 1,099.00 | 1,121.00 |
| AFS Advisors | $ 781.00 | 797.00 |
| Math Team | $ 770.00 | 785.00 |
| National Honor Society | | |
| Advisor | $ 514.00 | 524.00 |
| Co-Advisor | $ 514.00 | 524.00 |
| High School Student Council | | |
| Advisor | $ 643.00 | 656.00 |
| Co-Advisor | $ 643.00 | 656.00 |
| McAlister Student Council | | |
| Advisor | $ 489.00 | 499.00 |
| Co-Advisor | $ 489.00 | 499.00 |
| Peer Mediation Program | | |
| Advisor | $ 411.00 | 419.00 |
| Co-Advisor | $ 411.00 | 419.00 |
| Driver Education | | |
| Classroom | $ 21.60/hr. | 22.03/hr. |
| Road | $ 21.60/hr. | 22.03/hr. |
| SAE Advisor | $ 749.00 | 764.00 |
| Debate Team Advisor | $ 749.00 | 764.00 |
| FFA Advisor | $ 749.00 | 764.00 |
| High School Newspaper | $ 1209.00 | 1,233.00 |
| McAlister Drama Club | $ 749.00 | 764.00 |
| Math Counts | $ 500.00 | 510.00 |
| Suffield H.S. and McAlister | | |
| Project 2000 Advisors | $ 200.00 | 204.00 |
| Teen Theater | $ 449.00 | 458.00 |

| | | |
|---|---|---|
| Class Advisors | | |
| Freshman | | |
| Advisor | $ 467.00 | 476.00 |
| Co-Advisor | $ 467.00 | 476.00 |
| Sophomore | | |
| Advisor | $ 578.00 | 590.00 |
| Co-Advisor | $ 578.00 | 590.00 |
| Junior | | |
| Advisor | $ 780.00 | 796.00 |
| Co-Advisor | $ 780.00 | 796.00 |
| Senior | | |
| Advisor | $1,170.00 | 1,193.00 |
| Co-Advisor | $1,170.00 | 1,193.00 |

In the event that an extra-duty position is approved by the Superintendent or created by the 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. VoAg 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:

1998-2001 $24.00/hr.

# APPENDIX F

## COST CONTAINMENT

The following utilization review provisions will become part of the group benefit package provided by the Board of Education.

1. Pre-Admission Certification/Continued Stay Review

All hospital inpatient admissions will be subject to certification review. This includes both elective and emergency admissions. Elective admissions must be certified at least 48 hours in advance; emergency admissions must be certified within 48 hours after admission to the hospital.

The length of the admission will be subject to certification. Additional days beyond those certified during the pre-admission process must be approved to be treated as a covered expense.

If a hospital inpatient admission is not certified, there will be a $200 penalty applied. This penalty may not be submitted as a Major Medical expense.

If an admission extends beyond the number of certified days, such additional days will not be considered a covered expense. Such charges may not be submitted under Major Medical.

2. Second Opinion Surgery

For all elective surgical procedures, the Second Opinion "service line" must be contacted to determine if a Second Opinion is necessary. If deemed necessary, the Second Opinion will be covered 100%, not subject to deductible. A Third Opinion will also be covered 100%.

If a Second Opinion is deemed not necessary, you may still obtain one. Under these circumstances, the Second Opinion will be treated as any other expense subject to deductible and coinsurance. Third Opinions are also available, but reimbursed as any other expense.

If a Second Opinion is not obtained when required, reimbursement for the surgical procedure will be reduced by ten percent (10%).

3. Pre-Admission Testing

The purpose of the Pre-Admission Testing feature is to encourage plan participants to have diagnostic tests done prior to Hospital confinement.

Costs for necessary tests done prior to Admission will be paid at 100% with no deductible, when done on an outpatient basis prior to confinement. This provision applies to all elective, non-emergency admissions.

There is no need to contact the insurance carrier prior to the admission. However, as part of the scheduling process, you should ask your physician to request Pre-Admission Testing for necessary tests.

If Pre-Admission Testing is not done for confinements which are not due to an Emergency Illness or Accident, the normal coinsurance and deductible provisions may apply.

4. Generic Drug Alternative

Many Prescriptions today may be properly filled with a "generic" alternative, rather than a "brand name" drug. The purpose of the Generic Drug alternative is to encourage you to use appropriate but less expensive medication services for necessary treatment. The generic alternative is an option and not mandated under any circumstances.

When Prescriptions are filled with a Generic Drug, the program will pay 100% after the regular calendar year deductible has been met. All other prescription drugs will continue to be paid at 80/20%.

There are no penalties for the use of a "brand name" drug. The level of reimbursement will remain at 80/20%, after deductible, as at present.

5. Case Management

Individual Case Management is an organized effort to identify, as early as possible, hospitalized patients who may have high-cost, complicated illnesses. It is specially designed to coordinate their health care benefits as efficiently and cost effectively as possible. It often provides for extended or expanded coverage for benefits normally limited by regular plan provisions.

If the case is determined appropriate for the program, a representative will work with the patient or patient's representative, the patient's physician, hospital and other health care providers to coordinate medical benefit resources. Exceptions and special plan arrangements will be identified and approved in advance of recommended treatment plans.

The program is intended to maximize member and physician choice and to promote the most efficient and appropriate use of available benefits.

The program is voluntary; a participant never has to accept the recommendations or alternative treatments offered by the program coordinator.

6. Psychiatric and Substance Abuse Management

The Psychiatric and Substance Abuse Case Management program assists employees and their dependents suffering from nervous, mental, drug or alcohol-related illnesses requiring hospitalization. It offers treatment alternatives when hospitalization may not be medically necessary

Psychiatric, drug and alcohol-related admissions are subject to pre-admission review.

If you fail to notify us of the admission within the required time frame, benefits will be reduced.

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 _____
Chair

By Daniel F. MacKinnon
Negotiating Committee

Date 12/2/97

Suffield Education Association

By Susan M. Smith
President

By K. Martin
Negotiating Committee

Date 12/1/97