### PROFESSIONAL AGREEMENT

between the

STAFFORD BOARD OF EDUCATION

and the

STAFFORD EDUCATION ASSOCIATION

July 1, 2019 through June 30, 2022

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#### **IDENTIFICATION**

This Agreement made and entered into by and between the STAFFORD BOARD OF EDUCATION (hereinafter referred to as the "Board") and the STAFFORD EDUCATION ASSOCIATION (hereinafter referred to as the "Association").

#### **PREAMBLE**

This Agreement is negotiated pursuant to Connecticut General Statutes, §10153a through 10-153g, as amended.

### ARTICLE I RECOGNITION AND NEGOTIATION

- 1. Certification. The Board recognizes the Association as the exclusive representative pursuant to Connecticut General Statutes, §10-153a through 10-153g, as amended, of all those certified professional employees of the Board in positions requiring teaching or other certificates, and who are not included in the administrators' bargaining unit or otherwise excluded from the purview of §10-153a through 10-153g, inclusive.
- In accordance with the provisions of Connecticut General Statutes Section 10-153 a et. seq., employees working in a teaching position solely on the basis of a Durational Shortage Area Permit (DSAP) shall be included in the bargaining unit, Such individuals shall be covered by all terms and conditions of the collective bargaining agreement, except as follows:
  - a) A DSAP holder shall not accrue seniority or length of service for any purpose of this Agreement. Notwithstanding the foregoing, if a DSAP holder becomes certified as a teacher and is retained continuously by the Board as an employee after receiving such certification, with no break in service, then the individual shall be credited with seniority and length of service for all purposes under this Agreement, retroactive to the first date of employment by the Board.
  - b) The Board shall have the right, in its sole discretion, not to renew and/or to terminate the employment of a DSAP holder, and the DSAP holder shall have no right to file and/or pursue a grievance under this Agreement with respect to such action.
  - c) DSAP holders shall have no bumping rights or recall rights under this Agreement.
- 3. Acceptance. The Association hereby accepts the recognition and certification as hereinbefore provided.
- 4. The term "Board of Education" or "Board", as used herein, shall mean the Board or its designee. The term "Superintendent of Schools" or "Superintendent", as used herein, shall mean the Superintendent or his or her designee.

### ARTICLE 2 GRIEVANCE PROCEDURE

#### A. <u>Purpose</u>

The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to problems which may arise affecting the working conditions of teachers. Both parties agree that proceedings shall be kept as confidential as is appropriate.

#### B. Definitions

Grievances shall fall under two categories as follows:

- "General Grievance" shall mean a claim based upon an event or condition which affects the conditions of employment of a teacher or group of teachers or the Association. A general grievance may be processed through the Board level. If the Board does not respond in writing to the grievant, it may be processed through advisory arbitration.
- 2. "Specific Grievance" shall mean a claim that there has been a violation, misapplication or misinterpretation of a specific provision of this Agreement. A specific grievance may be processed through binding arbitration.
- "Teacher" shall mean any certified member of the bargaining unit, and may include a group of teachers similarly affected by a grievance. The Association may also initiate grievances and in such cases shall be considered the "teacher" under this procedure.
- 4. "Party in interest" shall mean the person or persons making the claim, including their designated representatives as provided for herein, and any person or persons who might be required to take action or against whom action might be taken in order to resolve the problem.
- 5. "Days" shall mean days when school is in session.

#### C. 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.
- 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.

#### D. <u>Informal Procedure</u>

- 1. If a teacher feels that he/she may have a grievance, he/she may first discuss the matter with his/her principal or other appropriate administrator in an effort to resolve the problem informally.
- 2. A teacher shall have the right to have the Association assist him/her in efforts to resolve the problem informally with the principal or other appropriate administrator.

#### E. Formal Procedure

#### Level One - School Principal

- (a) If an aggrieved teacher is not satisfied with the outcome of informal procedures or if he/she has elected not to utilize such procedures, he/she may present his/her claim as a written grievance to his/her principal or other appropriate administrator.
- (b) The Principal shall, within five (5) days after receipt of the written grievance, render his/her decision and the reasons therefore in writing to the aggrieved teacher, with a copy to the Association.

### Level Two - Superintendent of Schools

- (a) If the aggrieved teacher is not satisfied with the disposition of his/her grievance at Level One, he/she may, within three (3) days after the decision, or within eight (8) days after his/her formal presentation, file his/her written grievance with the Association for referral to the Superintendent of Schools.
- (b) The Association shall, within five (5) days after receipt, refer the grievance to the Superintendent, but prior to so doing; the Association shall provide an opportunity for the aggrieved teacher to meet with the appropriate Association committee to review the grievance.
- (c) The Superintendent shall, within ten (10) days after receipt of the referral, meet with the aggrieved teacher and with representatives of the Association for the purpose of resolving the grievance. A full and accurate record of such hearing shall be kept by the Superintendent and made available to any party in interest upon written request.
- (d) The Superintendent shall within ten (10) days after the hearing, render his/her decision and the reasons therefore in writing to the aggrieved teacher, with a copy to the Association.

#### 3. <u>Level Three - Board of Education</u>

- (a) If the aggrieved teacher is not satisfied with the disposition of his/her grievance at Level Two, he/she may, within three (3) days after the decision, or within thirteen (13) days after the hearing, file the grievance again with the Association for appeal to the Board of Education.
- (b) The Association shall, within three (3) days after receipt, refer the appeal to the Board of Education.
- (c) The Board of Education shall, within twenty (20) days after receipt of the appeal, meet with the aggrieved teacher and with representatives of the Association for the purpose of resolving the grievance. A full and accurate record of such hearing shall be kept by the Superintendent and made available to any party in interest upon written request.
- (d) The Board shall, within ten (10) days after such meeting, render its decision and the reasons therefore in writing to the aggrieved teacher, with a copy to the Association.

#### 4. <u>Level Four - Arbitration</u>

- (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, or within thirteen (13) days after the Board meeting, 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.
- (c) The Chairman of the Board and the President of the Association shall, within five (5) days after such written notice, jointly select a single arbitrator who is an experienced and impartial person of recognized competence. If the parties are unable to agree upon an arbitrator within five (5) days, the selection of an arbitrator shall be made jointly by the Board and the Association in accordance with the Voluntary Labor Rules of the American Arbitration Association.
- (d) The arbitrator selected shall confer promptly with representatives of the Board and the Association, shall review the record of prior hearings, and shall hold such further hearings with the aggrieved teacher and other parties in interest as he/she shall deem requisite.
- (e) The arbitrator shall render his/her decision in writing to all parties in interest, setting forth his/her findings of fact, reasoning and conclusions on the issues submitted. The decision of the arbitrator shall be advisory if subject to the condition set forth under Paragraph B1 ("General

- Grievance"). The decision of the arbitrator regarding Section B2 ("Specific Grievance") shall be binding upon all parties in interest.
- (f) The costs for the services of the arbitrator shall be borne equally by the Board and the Association.

#### F. Rights of Teachers to Representation

- 1. No reprisals of any kind shall be taken by either party or by any member of the administration against any participant in the grievance procedure by reasons of such participation.
- Any party in interest may be represented at Levels Two and Three of the formal grievance procedure by a person of his/her own choosing 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 have the right to be present and to state its views at all stages of the procedure.
- 3. In the event that the Association shall not have elected to submit a grievance to arbitration, the aggrieved teacher may submit his/her grievance to arbitration independently by following the procedures outlined above in lieu of the Association, provided, however, that in such case the costs for the services of the arbitrator shall be borne by the aggrieved teacher.
- 4. The Association may, if it so desires, call upon professional services of the Connecticut Education Association for consultation and assistance at any stage of the procedure.

#### G. Miscellaneous

- 1. All documents, communication, and reports 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 Superintendent and the Association, and made available through the Association so as to facilitate operation of the grievance procedure.

# ARTICLE 3 SEVERABILITY OF CONTRACT

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

### ARTICLE 4 AMENDING THE CONTRACT

This Agreement shall not be altered, amended or changed during its term except in writing, signed by both the Board and the Association, which amendment shall be appended hereto and become a part thereof.

# ARTICLE 5 DURATION

After a contract has been agreed upon, there shall be no further negotiations which should re-open the contract during the period when it is in effect. This does not preclude discussions as provided for by the contract. It is understood that, unless the parties have waived the right to negotiate over a specific working condition, this clause-shall not affect the right of the parties to require bargaining under the Teacher Negotiations Act ("The Act"), §10-153b, et <a href="seq.">seq.</a>, of the Connecticut General Statutes, over mandatory subjects of bargaining not covered by this contract and to submit such subjects to the impasse resolution proceedings set forth in "The Act".

The provisions of this Agreement shall be effective as of July 1, 2019 and shall continue and remain in full force and effect until June 30, 2022.

### ARTICLE 6 MANAGEMENT RIGHTS

Unless expressly limited by a specific section of this Agreement, the rights, powers and authority held by the Board of Education over matters involving the Stafford School System, including but not limited to full control over the policies, practices, procedures and regulations with respect to employees of the Board at all its schools, shall remain vested solely and exclusively in the Stafford Board of Education.

### ARTICLE 7 PAYROLL DEDUCTIONS

#### A. <u>Dues Deductions</u>

1. The Board agrees to deduct from the salary of each employee who is a member of the Association dues for Stafford Education Association, the Connecticut Education Association and the National Education Association. Teacher authorizations shall be in writing on a form to be provided by the Board. The Association will save the Board of Education harmless from any claim, demand, suit or judgment, including payment of the Board's reasonable attorney's fees, arising

from the performance of the Board's obligation under this Article.

This clause shall not relieve the Board from its obligation to make authorized deductions and pay over those dues to the Association.

#### B. Annuity Plan

- 1. Teachers shall be eligible to participate in a "tax-sheltered" annuity plan established pursuant to United States Public Law No. 87-370. The Board will make such deductions as a teacher requests pursuant to said law. Annuity agents can only be changed once per year. Tax Sheltered Annuity Plan payroll deductions must go to an established employee account held with a company that will enter into and comply with the terms of the District 403(b) third party investment provider.
- 2. The Board will make such deduction from the salary of a teacher if requested pursuant to said law.

#### C. <u>Credit Union Deductions</u>

Bimonthly credit union deductions will be made at the option of each SEA member to be decided at the beginning of each school year. The Board shall make such deductions from a teacher's salary as he/she shall authorize to be sent to the Northeast School Family Federal Credit Union.

#### D. <u>Fringe Benefit Deductions</u>

The Board shall make deductions from a teacher's salary for fringe benefit costs pursuant to Article 29. The Board shall continue to offer each teacher the option of utilizing a Section 125 plan for such deductions.

#### E. Representation Fee

Teachers in a position requiring a certificate issued by the State Board of Education who join the Association shall pay union dues. Union dues shall be equivalent to the representation fees of the Stafford Education Association, Connecticut Education Association, and the National Education Association. The amount of Association union dues shall be certified by the Association to the Board of Education prior to the opening of the school year.

The Board of Education shall be held harmless for any omissions or errors with respect to authorized deductions of dues, but will make necessary corrections when notified of the omissions or errors by the Association. The Stafford Education Association also agrees to indemnify the Board of Education for any costs that it may incur, including its reasonable attorney's fees, in connection with the enforcement of this Article.

### ARTICLE 8 MILITARY SERVICE

One step on the salary schedule shall be allowed for each year of military service to a maximum of two (2) years when an employee leaves our system for the service. Service of 187 days shall be considered as one full year in computing the teacher's placement on the salary schedule.

All teachers now employed in the Stafford School System who had been granted the military service step or steps as specified in the 1972-1973 and previous contracts shall not be denied these steps.

### ARTICLE 9 LEAVES OF ABSENCE

#### A. Personal Days

- 1. All teachers shall be entitled to one (1) personal day per year without a reason being specified, and four (4) personal days per year for personal reasons in the following areas:
  - (a) Personal business that cannot be transacted outside the school day.
  - (b) Marriage ceremony (self, children, parent, siblings).
  - (c) Illness in the immediate family, for purposes of this subsection immediate family shall be defined as children, parents, spouse, or someone who is living in the immediate household continuously for a one (1) year period.
  - (d) Death in the immediate family, for the purposes of this subsection, immediate family shall be defined as children, parents, brothers and sisters, spouse, partner, grandchildren, grandparents, or someone who has lived in the immediate household continuously for a one (1) year period.
  - (e) Attendance at funerals.
  - (f) Religious holidays.
  - (g) Attendance at college graduation exercise of children, parents, self.
  - (h) Family obligation.
- 2. Application for leave in the provision above shall be made to the principal at least one week before taking such leave (except in the case of emergencies) and such leave shall be granted except in cases of extreme hardship or disability to the school system, on the basis of application, subject to the approval of the. Superintendent of Schools.

- 3. Leaves taken pursuant to the above provisions shall be in addition to any sick leave to which the teacher is entitled.
- 4. For leaves of absence other than those covered by any portion of this Agreement and granted at the discretion of the School Superintendent, the rate of deduction shall be 1/187 of the year's basic salary.
- 5. Personal leave days are not cumulative.
- 6. Personal days taken without a reason shall not be taken immediately before or after a school holiday or vacation or in the first week or last week of school, without prior written request and prior written authorization by the Superintendent of Schools.
- 7. Additional personal days may be granted by the Superintendent of Schools, in his/her sole discretion, to address specific situations and such additional days would be drawn from the employee's paid accrued sick leave.

#### B. <u>Sick Leave</u>

All certified professional employees shall be granted annually fifteen (15) days of sick leave with full pay, of which fifteen (15) days shall also be available to the teacher for an illness in the immediate family. The maximum accumulation of unused sick leave shall be equivalent to the number of employee work days set forth in Article 34.

### C. Family and Medical Leave and Maternity Disability Leave

Each full-time teacher who has been employed by the Board shall be eligible for up to twelve (12) weeks' unpaid leave in a school year in accordance with the provisions of the Family and Medical Leave Act of 1993, as amended, for one or more of the following:

- 1. birth of a child of the employee;
- placement of a child with the employee for adoption or foster care;
- care for a spouse, child or parent of the employee if that spouse, child or parent has a serious health condition;
- 4. a serious health condition of the employee that makes the employee unable to perform the functions of his/her position;
- 4. to serve as an organ or bone marrow donor.

Accumulated sick leave to which a teacher taking leave for the teacher's serious health condition is entitled will be substituted for, and run concurrently with, any part of the twelve-week period of leave. For example, a teacher with thirty (30) accumulated sick days (six workweeks) must use those (30) thirty days and then would be eligible for six weeks' unpaid leave beyond the thirty (30) days. Sick leave may be used to care for a spouse, child, or parent of the employee if that spouse, child or parent has a serious health condition within the limits of Article 9.

The teacher during the period of such leave shall continue to receive health insurance coverage on the same terms as if he/she had continued to work. Appropriate arrangements will be made for the teacher to pay on a timely basis his/her share of the health insurance premiums while on leave. As provided by law, in some instances the Board may recover the premiums it paid to maintain health coverage for the teacher who fails to return to work from this leave.

Medical insurance coverage for a teacher on a long-term leave beyond FMLA leave will be available at the same level as for fully covered teachers in the Stafford school system as set forth in this contract, provided that the teacher electing to continue said medical plans of insurance makes the payment of necessary premiums at least thirty (30) days in advance of the date upon which the Board is required to submit payment to the carrier to the Board of Education Business Office either in person or by certified mail. Such payment shall be made on a per diem basis while on leave.

Maternity disability leave shall be subject to the above provisions of the Family Medical Leave Act of 1993, as amended, and in accordance with applicable state and federal law.

Eligible employees are entitled to take unpaid leave for the serious illness or injury of a covered family member's service/veteran status in the Armed Forces in accordance with the FMLA amendments as part of the National Defense Authorization Acts of 2008.

#### D. Professional Day

The Superintendent may, at his/her discretion, grant a request to attend conferences and professional development programs without loss of pay. Application for such leave shall be made at least two (2) weeks in advance in writing and prior approval obtained before enrolling in any such program or conference.

#### E. Association Leave

The president/co-presidents of the Stafford, Education Association and the chairperson(s) of the Personnel Policies Committee shall be granted limited leave during the school day for Association business at the discretion of the School Superintendent.

#### F. General Leave

- 1. 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.
- 2. Other extended leaves, with or without salary, may be granted by the Superintendent.

#### G. Jury Duty

A teacher who is called to Jury Duty shall promptly notify the Superintendent of Schools. If the teacher must serve when school is in session, time shall be granted without deduction from the teacher's sick leave or personal days. The teacher shall receive his/her full pay for such period. Any and all monies paid to the teacher for jury service shall be signed over to the Board of Education. If jury duty is cancelled prior to the scheduled day, the teacher shall report to school for his/her normal day and teaching schedule. If the cancellation occurs the night before jury duty, the teacher shall contact the substitute service to cancel the substitute for his/her class. It is desirable that when the teacher is released early or dismissed, he/she shall resume regular duties or those as assigned by the Superintendent.

<u>NOTE:</u> Teachers who have been granted a leave of absence shall be given the right to pay at their own expense for fringe benefits available to all teachers covered under this contract.

### ARTICLE 10 NOTICE OF VACANCIES

Advance notice for job vacancies with extra pay, including administrative positions, shall be posted throughout the Stafford School System. Postings for all vacancies shall be emailed to all teachers during the school year and will be posted on the district web site. During the summer a notice of open teaching positions shall be announced by a posting on the. Internet website by the close of business every Friday.

A list of open teaching positions in all schools shall be made available to all teachers. In filling such vacancies, applicants who are teachers already employed within the school system will be granted an interview.

### ARTICLE 11 TRAVEL ALLOWANCE

Required and approved travel will be reimbursed at the published IRS rate per mile at the time travel occurs.

### ARTICLE 12 DUTY FREE LUNCH

- 1. All teachers shall have an uninterrupted duty free lunch period daily. A minimum of thirty (30) minutes duty free lunch shall be provided for all elementary level school teachers, and a minimum of twenty (20) minutes duty free lunch shall be provided for all secondary level school teachers.
- If off duty, it is understood that teachers are free to leave the school during their lunch period, providing they notify the principal when leaving the building.

### ARTICLE 13 TEACHING PERIODS

- A. Should a teacher be assigned to more than one school the teacher's schedule shall provide reasonable travel time that is not during a prep/planning period or duty free lunch. The teacher shall determine the location of the school(s) at which the prep/planning period will be scheduled.
- B. Teachers working in grades 6-12 will normally be assigned five (5) teaching periods per day, and one preparation/planning period per day. In the event that a modified schedule, e.g. block schedule, is instituted at the high school, it is possible that not every period will appear on each day. Nevertheless, teachers whose planning/preparation periods are not part of the schedule on a given day will have an extended planning/preparation period on other days, so that, over the course of the school year, the continuous minutes of planning/preparation time will be equal to having had one preparation/planning period per day. Secondary school teachers of grades 6-12 shall not be required to teach more than three (3) subjects.

When deemed necessary by the Superintendent, a teacher may volunteer to teach a sixth period, in which case said teacher shall be assigned no duties and shall be compensated at the hourly tutoring rate, per Article 29, as a stipend in the last pay period of the school year.

- C. Secondary School teachers may be assigned cafeteria duty study hall. In the absence of compelling circumstances, should the number of students exceed fifty (50), a second adult will be assigned.
- D. In the absence of compelling circumstances, each teacher including specialists at the pre-k through the grade 5 level normally will be provided one period of at least thirty (30) consecutive minutes during each school day for planning and preparation.
- E. Administration shall make every effort to avoid a teacher covering a classroom for an absent teacher and to ensure that such an assignment is done in a fair and equitable manner. Teachers who do not receive a prep/planning period because they have been assigned to cover another teacher's class, and teachers at the elementary schools who do not receive a prep/planning period due to the cancellation of a scheduled special subject class period, shall be compensated at the tutoring rate for such period of time.

# ARTICLE 14 TEACHER FACILITIES

- A. Space will be provided in each classroom where teachers may store instructional materials and supplies.
- B. An appropriately furnished room will be provided to be used as a faculty lounge.
- C. Copy machines and computers in each school, building shall be made available for the use of teachers in preparing instructional materials.

### ARTICLE 15 SEPARATION AND RECALL

#### A. GENERAL STATEMENT OF POLICY

It is recognized that under State Law the Board of Education has the responsibility to maintain quality 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. PROCEDURE

- 1. The Board of Education may, in the first instance, exercise its right and power to reduce the number of teaching positions without determining which teacher contracts will be considered for termination, if any, or what other staffing changes will be made to affect the purpose of position elimination.
- Prior to commencing action to terminate teacher contracts under this Article, the Board of Education will give due consideration to its ability to effect position eliminations and/or reduction in staff by voluntary retirements or resignations.
- 3. If the position of a teacher who has attained tenure is eliminated by the Board of Education, such teacher will be appointed to any available position for which he/ she is certified, qualified, and has seniority. Available positions shall include those held by non-tenured teachers.
- 4. When the Board of Education votes to eliminate a position in a department in a particular school, the position deemed eliminated will be that held by the teacher with the least cumulative teaching experience in the Stafford School System who is a member of the department in that school. When the Board votes to eliminate a non-departmental position in a particular school, the position eliminated will be that held by the teacher with the least cumulative teaching experience in the Stafford School System on the level (elementary or secondary) affected. If the Board votes to eliminate a position serving two or more schools in a department or in a particular subject area, or on a particular level, and more than one teacher holds such a position, the position deemed eliminated by the Board will be that held by the teacher with the least cumulative teaching experience in that department, subject area or level in the system.
- 5. Notwithstanding anything in the Article to the contrary, the term "qualified" shall mean that a teacher has experience teaching for at least one full year out of the preceding five (5) school years within the category of experience in which the teacher seeks to "bump" another teacher. The categories of experience shall be as follows:

Elementary Pre-Kindergarten through 5th grade (6th grade

shall be included as an elementary grade only

if the 6th grade is not departmentalized.)

Secondary, Within Dept. Grades 7 through 12 within the department

(6th grade shall be included as a secondary grade only if 6th grade is departmentalized.)

System-Wide, Within Dept. Specialists who are certified to work Pre-K or K-12 within the system.

6. If no vacant position exists to which a tenured teacher whose position has been eliminated may be appointed and there exist more than one available position held by non-tenured teachers, the Superintendent shall determine which non-tenured teacher shall be displaced by application of the following criteria:

State certification

Qualification

Local job requirements which supplement minimum State certification requirements

Total years of cumulative experience in the Stafford School System

Degree status

For the purpose of this Article the position held by a teacher shall be the position to which the teacher has most recently been appointed. For purposes of this Article, seniority shall be defined as cumulative teaching experience in the Stafford School System.

### C. PROVISION NOT APPLICABLE TO PROMOTIONS

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 certified for the promotional position.

#### D. <u>RECALL</u>

Names of the tenured teachers who may be removed from their position and are left without a vacant position, to which they may be assigned, will be placed on an eligibility list for a two (2) year period. Within that interval, any opening for which such persons are certified and qualified will be offered to them. Such an offer will be made only once during the period in which the opening may occur. If there are fewer openings than there are persons available from the eligibility list, eligibility will be based upon seniority, certification, and qualifications.

### ARTICLE 16 PROTECTION OF TEACHERS

- A. Teachers shall report. immediately in writing to their principal all cases of assault suffered by them in connection with their employment.
- B. The Board recognizes its obligation under C.G.S. §10-235. The Board reserves the right to require medical documentation or an examination of the teacher by the Board's attending physician, at the Board's expense, as a condition of payment of the full salary for the period of such absence.
- Whenever a teacher is absent from school as a result of personal injury caused by an assault or accident arising out of and in the course of his/her employment, he/she shall be paid his/her full salary for the period of such absence without having such absence charged to his/her annual or accumulated sick leave. Any amount of salary payable pursuant to this section shall be reduced by the amount of any Worker's Compensation award for temporary disability due to the said assault or accident injury for the period for which such salary is paid.
- D. Whenever a teacher has personal effects torn or broken when assaulted in performing his/her duties, the Board of Education shall compensate that teacher for that loss.

### ARTICLE 17 EVALUATION REPORTS

- A. Teachers shall be given a copy of any evaluation report prepared by their superiors which will be considered in determining the salary or other benefits which they are to receive in the course of their employment or which is used as a basis for terminating their employment, and they shall have the right to discuss such report with their superiors.
- B. Any such evaluation report or other written statement of criticism may not be contained in the individual teacher's personnel file longer than thirty (30) days unless such report is shown, to the teacher. At such time that the teacher is shown the report, he/she must acknowledge that fact in writing, however, such acknowledgement shall not constitute agreement with the content of the files.
- C. The teacher shall have the right to respond to any material placed in his/her personnel file, and his/her response shall be attached to the file copy.
- D. The teacher shall be permitted to reproduce any evaluative materials in his/her file (excluding pre-employment material). The first copy of any such material shall be furnished free of charge; subsequent copies shall be furnished at the cost of the employee.
- E. Material will be removed from the files when a teacher's claim that it is inaccurate or unfair is sustained at any grievance level or by the courts.
- F. Administrators shall be encouraged to place in the teacher's file information of a

positive nature indicating special competencies, achievements, performances or contributions of an academic, professional or civic nature. Any such material received from outside, competent reasonable sources may also be included in the teacher's file.

#### ARTICLE 18 LUNCH PROGRAM

Teachers shall not be required to assist in the distribution of the hot lunch program.

### ARTICLE 19 AFTER SCHOOL MEETINGS

When unusual circumstances require an after-school meeting of the entire faculty, as distinguished from meetings of the faculties of the separate schools, but in no event more often than twice a year, the Superintendent may call a meeting of the entire faculty, which meeting shall be limited to one (1) hour after the students are dismissed from the elementary schools. The monthly faculty meeting shall be limited to one (1) hour after the students' bus transportation has departed from the schools. except for scheduled released time workshops which shall last no later than four (4) o'clock. Notwithstanding any provision of this Article to the contrary, a total of ten (10) system-wide committee meetings per month may be called by the Superintendent or his/her designee to last no later than 5:00 p.m. It is understood that this is not to be construed as ten (10) such meetings per each committee, but ten (10) meetings in the aggregate for all system wide committees. Normally, no teacher shall be assigned to more than one (1) active system-wide committee per year. First year teachers shall be assigned to the Teacher Induction and Support Program as their system-wide committee and attendance at other committees is optional. System-wide committee meetings shall be scheduled as reasonably necessary and attendance will be mandatory for all teaching staff. In no event shall the faculty of a single school be declared a committee.

Part-time teaching staff shall be required to attend all meetings as prescribed above prorated according to their full-time equivalency (FTE) status. The pro-rata number of meetings shall be determined at the beginning of each student calendar year. The schedule of pro-rata required meetings shall be determined by the administration in a timely manner during the school year. In the event that a part-time staff member does not attend a meeting, she/he will assume the responsibility for obtaining the information that was presented.

### ARTICLE 20 DEGREE DEFINITIONS

Bachelor A baccalaureate degree earned at an accredited college or university.

Master A master's degree earned at an accredited college or university, or the completion of thirty (30) credits beyond the baccalaureate degree in a

planned program, approved in advance by the Superintendent.

Sixth Year A second master's degree from an accredited college or university in a

discipline other than the discipline in which the initial master's degree was attained; or the completion of thirty (30) credits beyond the master's degree in a program approved in advance by the Superintendent; or a "sixth year certificate" from an accredited college or university.

#### Credit

A credit is defined as a college semester hour or its equivalent. For purposes of this Article, an "accredited college or university" is a college or university that is accredited by, or recognized by the Connecticut State Department of Education.

- 1. Any teacher hired by the school system who has thirty (30) credit hours beyond the Bachelor's or Master's degree in a planned program, approved by the Superintendent shall be placed on the appropriate salary schedule.
- Upon initial employment, teachers will present such information to the Superintendent. Payment shall begin with the first paycheck to be received by the teacher.
- if a teacher is working towards a degree at the time of initial employment, all accumulated credits, and any remaining courses must be approved by the Superintendent. It is understood that any teacher who intends to enroll in courses following his/her being hired by the Stafford Board of Education must present these courses to the Superintendent for his/her approval prior to enrollment.

### ARTICLE 21 TEACHER TRANSFER AND REASSIGNMENT

When it is necessary or desirable to transfer a teacher from one school to another or from one teaching assignment to another, the teacher will be contacted by the Superintendent or his/her designee to discuss the transfer and such discussion shall occur prior to a decision being made to transfer/reassign said teacher. The notice of transfer or reassignment shall be given in writing with reason(s) to the teacher involved as soon as practicable and under normal circumstances not later than the last day of school, if the transfer or reassignment is to take place in the next school year. Notifications of transfer or reassignment may be changed during the summer if circumstances arise which necessitate the change. In that event, the teacher will be notified in writing as soon as practicable which notice shall state the reason or reasons for such change.

When a teacher is transferred to an assignment in which he/she has no experience within the last five (5) years, there will be a collaborative effort between the Board and the teacher to provide appropriate training and support to such teacher. At the Board's discretion, on a case-by-case basis, such training and support may include professional development and a peer advisor. It is also agreed that the teacher bears an individual responsibility to facilitate the acquisition of necessary skills for the new assignment.

### ARTICLE 22 CLASS SIZE

The parties agree that it is important to maintain class sizes which are educationally sound by research standards. Pre-kindergarten and Kindergarten classes in excess of 20 students including the services of a paraprofessional, and other elementary classes in excess of 25 students are generally undesirable. In addition, secondary classes in excess of 30 students, and special education self-contained classes in excess of 12 students, including the services of paraprofessionals, or resource room classes in excess of 15 students are also generally undesirable. If these conditions occur, the Board will consider possible additional classroom assistance, such as the use of paraprofessionals. In determining class make up, administration will consider a balance of students with special needs and regular education students.

### ARTICLE 23 SCHOOL BOARD POLICIES

A copy of current Board and administrative policies shall be maintained on the Board's web site, and they shall be kept current with additions or deletions indicated within a reasonable period after being promulgated.

### ARTICLE 24 TEACHER-PARENT CONFERENCES

Grades Pre-K - 5 teachers shall hold two parent teacher conferences each year. Grades 6 -12 teachers shall hold one parent teacher conference each semester. Grades Pre-K — 5 teachers shall be provided two early release days during each parent-teacher conference week. All other teachers shall have an early release on all conference days.

### ARTICLE 25 PUBLIC RELATIONS

The Association in cooperation with the Board of Education will promote desirable public relations for the school system. Certified personnel are urged to make full use of all organizations and other resources of the community which will contribute to the educational welfare of the pupils and to promote a good educational climate.

### ARTICLE 26 ASSOCIATION USE OF SCHOOL FACILITIES

- A. The Association will have the right to use school buildings without cost at reasonable times (as determined by building principal) for meetings, provided however, that the Association will be required to pay for any additional custodial costs involved by reason of said meetings.
- B. A copy of the agenda of Board meetings will be made available to the Association, prior to any official Board meeting.

### ARTICLE 27 SCHOOL CALENDAR

The Association shall be represented in the development of the school calendar by a committee of three Association members. It is understood that the Superintendent, who has the responsibility of recommending a school calendar to the Board, will consider the input from the administrators and the three Association members, but reserves the right to formulate the school calendar to be presented to the Board for its action.

# ARTICLE 28 FRINGE BENEFITS

A. The Board shall provide for each current teacher and family the Anthem Lumenos High Deductible Plan with Health Savings Account, the benefit levels of which are as follows:

Annual Deductible Responsibility \$2,000 Individual coverage

\$4,000 Family coverage

Annual Out-of-Pocket Maximum \$2,000 Individual coverage In-Network Providers \$4,000 Family coverage

Annual Out-of-Pocket Maximum \$4,000 Individual coverage Out-of-Network Providers \$8,000 Family coverage

Board of Education Annual 50% of the in-network plan Contribution, Deductible
Which payments to staff participating

Coinsurance In-Network – 0%

In the HSA will be front-loaded.

Out-of-Network - 80/20%

Preventive Care Services In-Network – No cost

Out-of-Network – Subject to Deductible & Coinsurance

As a health enhancement initiative, employees enrolled in the insurance plan may elect to have an annual age-appropriate preventive physical exam and biometric testing as deemed appropriate by their physician. The result of the medical screenings will remain confidential and will not be shared with the Board without an employee's express authorization. Employees who meet this annual requirement will be entitled to a one percent (1%) premium contribution discount toward the cost of their insurance coverage for which the contract currently provides. The employee will not be charged a co-pay for such physical and biometric testing.

#### B. Flex Dental

100% for Preventive Services (i.e. oral exams, cleaning of teeth, etc.) 85% for General Services (i.e., fillings, extractions, etc.) 50% for Prosthetic Services (i.e., bridges, dentures, crowns, etc.)

Deductible: \$50 single, \$150 family applied to type 2 and 3 only. Calendar year max \$1,000

- C. Dependent children are covered for dental to age 19, age 23 if full-time student. Dependent children are covered for medical/Rx to age 26. The Affordable Care Act requires plans and issuers that offer dependent medical/prescription coverage to make the coverage available until a child reaches the age of 26. Children qualify for this coverage regardless of 1) financial dependency; 2) residency; 3) student status; 4) employment; 5) eligibility for other coverage; or 6) any combination of these factors. This rule applies to all plans in the individual market and to employer plans. Connecticut PA 11-58 provides that dependents that turn 26 terminate from the medical plan on the next plan anniversary date. For example, for a dependent that attains age 26 on 9/15/11, his/her coverage will terminate as of 7/1/12. This law does not apply to the dental plan.
- D. Group Life Insurance 1 1/2 times each teacher's salary or such value as based on the terms of the group life policy (Teachers have the option to purchase additional insurance coverage at their own expense.)
- E. It is understood that the Board may change insurance carriers. Such change in carrier shall not result in a reduction of benefits listed in this Article. Prior to any change in insurance carriers, the Board shall obtain a comparative analysis of the policies in question. The Board shall supply a copy of the analysis to the Association.
- F. A teacher may, upon execution of a waiver agreement, decline to accept the Board Blue Cross and Blue Shield insurance package set forth in Section "A". A teacher declining these benefits shall receive a lump sum payment of \$1,200 or 50% of the cost of the premium whichever is less. The availability of this benefit and the reinstatement of any insurance benefits are subject to the terms of the Board's insurance policies prevailing at the time the teacher seeks a waiver or reinstatement and is contingent upon no additional cost being assessed against the Board above the normal group rate for a teacher's reinstatement. In the event that such additional costs for reinstatement exist, such costs shall be borne by a teacher wishing to reenroll. At no time shall the Board be deemed a self-insurer under this subsection.
- G. As a condition of receiving any fringe benefits under this Article, all teachers will execute appropriate payroll authorization cards for this purpose.

The Board shall assume the following percentages of all the insurance coverage, and each teacher shall assume the listed percentages of said cost. The teacher's portion shall be taken through monthly payroll deductions.

ν <sub>α</sub>	Board	Teacher
Effective July 1, 2019	85%	15%
Effective July 1, 2020	84%	16%
Effective July 1, 2021	83%	17%

- H. Each teacher will have the option of opening a dependent care cost account and/or medical care cost account to be offered through the Board of Education under the provisions of the IRS Section 125 rules. Participants in such plans shall be responsible for payment of the monthly administrator's fee.
- I. A Health Reimbursement Account ("HRA") shall be made available for any active teacher who is precluded from participating in a Health Savings Account ("HSA") as determined by the IRS. The Board shall make available funding for the HRA participant at the same dollar amount as if those ineligible for the HSA were eligible for an HSA. The contribution shall be made available by the board on July 1.
- J. The Patient Protection and Affordable Care Act ("PPACA") provides under the Internal Revenue Code (IRC) §4980I for the imposition of an excise tax related to employer provided health insurance plans that exceed certain value thresholds. The impact of the excise tax is scheduled to take effect in 2018. Should any Federal statute or regulation pertaining to IRC §4980I be mandated to take effect in the 2017-18 contract year, or later, triggering the imposition of an excise tax with respect to any of the contractually agreed upon insurance plans offered herein, the parties agree to commence midterm negotiations in accordance with the Teacher Negotiation Act. During such mid-term negotiations, the parties will reopen Article 28 for the purpose of addressing the impact of the excise tax and seeking to avoid the imposition of any excise tax. No other provision of the contract shall be reopened during such mid-term negotiations.

### ARTICLE 29 TUTORING RATES

Whenever there is a position for homebound instruction, the position must first be made available to the student's current teacher. The position would then be opened to any teacher employed by the Board. If no teacher is available for the assignment, the Board may then employ instructors who are not presently under contract to the Board of Education. Remuneration for homebound instruction shall be at the rate of \$35.00 per hour.

# ARTICLE 30 CO-CURRICULAR SALARIES

27	2019-20	2020-21	2021-22
HIGH SCHO	OOL		
Varsity Football Coach (1)	5,150	5,240	5,332
Varsity Assistant Football Coach (2)	2,819	2,868	2,919
Varsity Basketball Coach (2)	5,046	5,134	5,224
Varsity Assistant Basketball Coach (2)	3,226	3,282	3,340
Freshman Basketball (1)	2,128	2,165	2,203
Varsity Coach - Baseball (1), Softball (1), Field Hockey (1), Soccer (2), Track (2)	3,950	4,019	4,089
Cross Country (2)	3,950	4,019	4,089
Varsity Assistant Coach - Baseball (1), Softball (1), Field Hockey (1), Soccer (2), Track (2)	1,967	2,001	2,036
Varsity Cheerleading Coach - Fall (1), Winter (1)	1,783	1,814	1,846
Wrestling Coach (1), Indoor Track Coach (2)	3,593	3,656	3,720
Assistant Wrestling Coach (1)	1,752	1,783	1,814
Golf Coach (1)	3,488	3,549	3,611
Unified Sports Coach (1)	1,752	1,783	1,814
Senior Class Advisor	696	708	721
Junior Class Advisor	607	618	628
Sophomore Class Advisor	296	301	306
Freshman Class Advisor	296	301	306
Department Heads	1,815	1,847	1,879
Torch Administrator	3,783	3,849	3,917
Student Council Advisor	1,270	1,292	1,315
National Honor Society Advisor	898	914	930
Band Coordinator	3,107	3,161	3,217
Vocal Coordinator	3,809	3,876	3,943
Drama Advisor	4,353	4,429	4,507
Music Director (Drama play)	942	958	975
Bowling Advisor	414	421	429
MIDDLE SCH	IOOL		
Coach - Baseball (1), Softball (1), Soccer (2), Field Hockey (1)	2,049	2,085	2,121
Cross Country (2)	2,019	2,054	2,090
Basketball Coach (2)	2,207	2,246	2,285
Unified Sports Coach (1)	1,752	1,783	1,814
Eighth Grade Advisor	296	301	306
Yearbook Advisor	777	791	804
Student Council Advisor	1,419	1,444	1,469

National Junior Honor Society Advisor	576	586	596
Drama Advisor	1,283	1,305	1,328
Vocal Coordinator	896	912	928
Middle School Band Leader	1,283	1,305	1,328
DISTRICT			
Curriculum Team Leader LA & Math	2,165	2,203	2,241
Curriculum Team Leader Art & Music	1,065	1,084	1,103
New Teacher Committee Coordinator	870	885	901
Curriculum Team Leader (5 members or less)	1,065	1,084	1,103
Curriculum Team Leader (6 - 12 members)	1,083	1,102	1,121
Curriculum Team Leader (13+ members)	1,098	1,117	1,137
Tech Leaders at SES, SMS, and SHS	798	812	826
Tech Leaders at SVS and WSS	745	758	771
IEPdirect Finalizer, High School	1,502	1,528	1,555
IEPdirect Finalizer, Middle School	1,502	1,528	1,555
IEPdirect Finalizer, Elementary School	1,502	1,528	1,555
IEPdirect Finalizer, WSS/SVS	1,502	1,528	1,555
504 Finalizer, High School	500	509	518
504 Finalizer, Middle School	500	509	518
504 Finalizer, Elementary School	500	509	518
504 Finalizer, WSS/SVS	500	509	518
Mentor Teacher	1,123	1,143	1,163
Peer Advisor	426	433	441
PLC Leader	569	579	589
Grade Level Leader	569	579	589
Activity Period Coordinator	259	264	268
Mentor Program Coordinator	190	193	197
Lexia Coordinator (SV, WS, SES only)	518	527	536
Chemical Hygiene Officer	799	813	827
Test Coordinator - SES	777	791	804
Test Coordinator - SMS	777	791	804
Test Coordinator - SHS	259	264	268
Intramural Coach	1,752	1,783	1,814

PE/Health

**Social Studies** 

World Language

Career/Tech Ed

Science

**Pupil Services Special Education** 

Pupil Services SW/Psychologist

Speech/Language Pathologist

**LRIT** 

<sup>\*\*\$1,000</sup> contingent on \$500 State of CT reimbursement or reverts to \$600

Director of Reading, or others to be established, if any, 5.3 % of salary stipend.

### Language Clause

If a cross country or track coach is appointed to both positions of girls' and boys' teams, his/her compensation will be at the rate of 1 1/2 times the boys' or girls' teams' coaching rate.

#### NOTE

- 1. Payments for these duties, with the exception of directors, shall be made by check which is separate from the payroll check. For positions that are partial year, payment shall be made in one check at the completion of the duties. For year-long positions, payment shall be made in two equal checks, one approximately half-way through the year and the other at the completion of the duties.
- 2. Co-curricular appointments are on a year to year basis. The Board of Education recognizes the desirability of continuity, and in the event that a person is not to be re-appointed, he/she will be notified in writing by the last day of school.

### ARTICLE 31 TUITION REIMBURSEMENT

In order to provide continuing assistance to the teaching staff for professional improvement and/or renewal and updating of skills beyond normal certification requirements, the Board will reimburse a teacher for the successful completion of up to three (3) graduate courses per year at the rate of one hundred (\$100.00) dollars per graduate credit or at the price of the course, whichever is less expensive, awarded by an accredited institution in a planned program of instruction.

Reimbursement will be paid only if: (1) the teacher obtains prior written approval of the Superintendent of Schools for the proposed program of studies, which must be offered by a regionally accredited college or university; (2) the teacher obtains a grade of B- (or its equivalent) or better, except in pass/fail courses (where a pass is acceptable); (3) the teacher has submitted his/her request for approval to the Superintendent, together with anticipated tuition costs, by February 1 of the fiscal year preceding the fiscal year in which he/she plans to seek tuition reimbursement; and (4) the teacher submits written evidence of such completion of the course to the Superintendent by January or the last teacher work day of the school year in June.

The Board has made available this tuition reimbursement program on the express understanding and representation by the teachers who accept such payments, that they will apply their graduate study experience to the Stafford Public School System.

### ARTICLE 32 SALARY

### 2019-2020 Salary Schedule

	BA	MA	6THYR
Step			
1.0	44,836	47,827	50,812
1.5	45,781	48,824	51,907
2.0	46,727	49,822	53,002
2.5	47,673	50,816	54,098
3.0	48,619	51,810	55,194
3.5	49,567	52,809	56,291
4.0	50,515	53,808	57,389
4.5	51,453	54,804	58,485
5.0	52,391	55,800	59,580
5.5	53,344	56,797	60,777
6.0	54,297	57,793	61,973
6.5	55,244	58,790	63,167
7.0	56,191	59,787	64,361
7.5	57,138	61,180	65,659
8.0	58,086	62,573	66,956
8.5	59,032	64,169	68,548
9.0	59,979	65,765	70,141
9.5	60,925	67,559	71,735
10.0	61,871	69,354	73,330
10.5	62,819	71,444	76,220
11.0	63,767	73,535	79,109
11.5	65,539	75,259	81,032
12.0	67,310	76,982	82,954
12.5	69,829	79,453	85,624
13.0	72,092	81,633	87,980

### 2020-2021 Salary Schedule

	BA	MA	6THYR
Step			
1.0	45,820	48,877	51,927
1.5	46,786	49,896	53,046
2.0	47,752	50,915	54,165
2.5	48,718	51,930	55,285
3.0	49,685	52,946	56,405
3.5	50,654	53,967	57,526
4.0	51,623	54,988	58,648
4.5	52,582	56,006	59,768
5.0	53,540	57,024	60,888
5.5	54,514	58,043	62,110
6.0	55,488	59,061	63,332
6.5	56,456	60,080	64,553
7.0	57,424	61,098	65,773
7.5	58,392	62,522	67,099
8.0	59,360	63,946	68,425
8.5	60,327	65,577	70,052
9.0	61,294	67,208	71,680
9.5	62,261	69,042	73,309
10.0	63,228	70,875	74,939
10.5	64,197	73,012	77,892
11.0	65,166	75,148	80,845
11.5	66,976	76,910	82,809
12.0	68,787	78,671	84,774
12.5	71,361	81,196	87,502
13.0	73,354	83,062	89,520

2021-2022 Salary Schedule

	BA	MA	6THYR
Step			
1	46,072	49,146	52,213
2	48,015	51,195	54,463
3	49,959	53,238	56,715
4	51,907	55,291	58,971
5	53,835	57,338	61,223
6	55,794	59,387	63,681
7	57,740	61,435	66,135
8	59,687	64,298	68,802
9	61,632	67,578	72,074
10	63,576	71,265	75,351
11	65,525	75,562	81,290
12	69,166	79,104	85,241
13	74,454	84,308	90,863

2019-20 Steps	Actual Years of Experience	2020-21 Steps	Actual Years of Experience	2021-22 Steps	Actual Years of Experience
1		1	0	1	0
1.5	0,1	1.5			
2		2	1,2	2	1
2.5	2	2.5			
3		3	3	3	2,3
3.5	3,4	3.5			
4		4	4,5	4	4
4.5	5	4.5			
5		5	6	5	5,6
5.5	6,7	5.5			
6		6	7,8	6	7
6.5	8	6.5			. <u>(i)</u>
7		7	9	7	8,9
7.5	9,10	7.5			S 10
8		8	10,11	8	-10
8.5	11	8.5			
9		9	12	9	11,12
9.5	12	9.5			
10		10	13	10	13
10.5	13	10.5			
11		11	14	11	14
11.5	14	11.5			
12		12	15	12	15
12.5	15	12.5			27
13	16	13	16	13	16

- A. The teachers employed in the Stafford School District prior to the 1991-92 school year are to be paid on their full salary step for successful teaching experience. This clause shall be interpreted by the. Superintendent, but any judgment and/or decision made under this provision will be subject to the grievance procedure up to and including Level III.
- B. Teachers hired beginning with the 1991-92 school year may not be placed on a step higher than any incumbent teacher with the same degree (credits) and experience status. Those teachers shall be placed on the degree track that corresponds to his/her degree (credits). The Board shall have discretion to place such teachers on a step that is lower than his/her experience status.

It should be understood however that the Superintendent has the authority to equate related work experience to teaching experience with two years of related experience being equal to one year of teaching experience. There shall be a maximum of four (4) steps advancement on the salary schedule (based on eight (8) years of work experience), which shall not include step advancement based on prior teaching experience.

Before a teacher may be considered for an increment, the teacher must work a minimum of ninety (90) days.

A teacher shall have a choice of twenty-two (22) or twenty-six (26) equal pay periods.

- 1. Payments shall be made biweekly following the existing pay schedule. In the case of election of twenty-six (26) equal pay periods, the last four (4) paychecks will be issued at the same time as the twenty-second (22<sup>nd</sup>) paycheck.
- 2. The initial paycheck for all certified staff will be issued on the district's first scheduled pay day after the start of the work year.
- 3. All teachers shall be paid by direct deposit.

Any teacher receiving a change in degree status will be placed on the appropriate salary beginning with the next paycheck. This placement due to change in degree status is contingent upon the teacher filing with the Superintendent a statement of expectation for the earning of the degree no later than December 1 of the school year preceding the year in which the salary change is to take effect. The purpose of this notification is to allow the budgeting of funds to meet the new salary change for the following fiscal year. Teachers must submit written notification with an official transcript verifying the change in degree status and shall receive within two weeks of submission of the notification written confirmation that the notice was received by payroll. Teachers submitting documentation of a change in degree status after May 1 of any school year, shall be placed on the appropriate step of the salary schedule beginning with the first paycheck in September of the following school year.

### ARTICLE 33 SEVERANCE

Upon retirement or resignation of a tenured teacher in good standing as determined by the Superintendent or designee, the teacher shall be compensated one (1) day at his/her per diem rate of pay for every twenty-five (25) days of his/her accumulated unused sick leave days up to a maximum of seven (7) days. Teachers who would like to be eligible for this benefit must notify the Superintendent of their intent to retire or resign by December 1st preceding the effective date of separation. This severance payment shall be paid in the first payroll of July following separation.

### ARTICLE 34 LENGTH OF SCHOOL YEAR EXTENSION

The employee work year shall be one hundred eighty-seven (187) days consisting of up to one hundred eighty-two (182) student days and additional workdays. In the event the school year is lengthened beyond these one hundred eighty-seven (187) days by the Board of Education, each teacher's salary shall be prorated by the amount equal to his/her per diem rate for each day added.

The administration will schedule professional activity assignments on workdays when students are not in attendance, which may include one day after the last day of the student school year. Prior to the start of the work year, a tentative schedule will be distributed informing the teachers of which days are planned for professional activities. These days will be in addition to any time spent for parent-teacher conferences. Also, notwithstanding anything in this Article to the contrary, newly employed teachers shall attend two days in addition to the required work year for orientation at the beginning of the school year.

The teacher's day shall be 7 1/2 hours, and the student's day shall be 6 1/2 hours.

### ARTICLE 35 NON-TEACHING DUTIES

There will be equitable distribution of non-teaching duties among all teachers, including social workers, school psychologists, speech pathologists, remedial teachers, guidance counselors and ESL teachers and including part time employees.

### ARTICLE 36 SICK LEAVE BANK

A. The Sick Leave Bank is established to aid teachers whose sick leave has been exhausted due to a prolonged catastrophic illness. At the beginning of each school year, each member of SEA shall have the option to join the Sick Leave Bank by contributing up to two (2) days from his/her sick leave accumulation. The maximum number of days which can be drawn from the Sick Leave Bank per school year is (300) three hundred.

- B. A non-tenured teacher in the Stafford School System may be permitted on written application to the Superintendent to draw up to forty-five (45) days against the bank after his/her own accumulated sick leave has been exhausted.
- C. A teacher with tenure in the Stafford School System may be permitted on written application to the Superintendent to draw unlimited days against the bank after his/her own accumulated sick leave has been exhausted.
- D. The following conditions shall apply:
  - 1. Each member who contributes to the Bank at the beginning of the school year, shall be considered a member for that school year. A person withdrawing from membership in the bank will not be able to withdraw the contributed days. Persons withdrawing sick leave days from the bank will not have to replace these days except as a regular contributing member to the bank. Sick leave shall mean the leave a staff member has for that year plus his/her accumulation.
- E. The Association shall be represented in the review of sick bank applicants by a committee of three Association members. It is understood that the Superintendent, who makes the final decision, will consider the input from the three Association members.

### ARTICLE 37 SUBSTITUTE TEACHERS

A teacher may advise the building administrator and/or the substitute caller of his/her preferences for substitutes:

### ARTICLE 38 WRITING OF CURRICULUM

Writing of curriculum after the school day, and outside of curriculum meeting times, shall be compensated at the tutoring rate.

### ARTICLE 39 JUST CAUSE

Teachers will not be given any formal written disciplinary reprimand, denied a pay increase or increment, or suspended without pay except for just cause.

STAFFORD EDUCATION ASSOCIATION

By Sharon a Mlyniec
President

STAFFORD BOARD OF EDUCATION

By Shan hegrque