



SUFFIELD PUBLIC SCHOOLS


Office of the Superintendent

Timothy M. Van Tasel
Superintendent

Laura Guerrette
Executive Secretary

MEMORANDUM

To: Kathy Dunai, Town Clerk

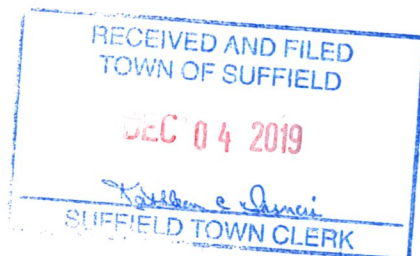
From: Timothy M. Van Tasel, Superintendent of Schools 

Re: Request for Public Notice of Filing (Suffield Administrators Group)

Date: November 19, 2019

As per CGS Section 10-153(d), the Suffield Board of Education requests the public filing of the attached Suffield Administrators Group collective bargaining agreement. Following the ratification of the agreement by the Suffield Administrators Group, the Suffield Board of Education formally approved the agreement at its public meeting on November 18, 2019.

Unless the contract is rejected within thirty days from the Town of Suffield's notice of public filing, it is acknowledged that the terms of this agreement will be binding until a successor agreement is collectively bargained.



Professional Agreement

Suffield Administrators Group

&

Suffield Board of Education

July 1, 2020 to June 30, 2023

November 12, 2019
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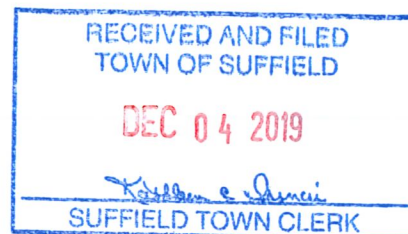


TABLE OF CONTENTS

<u>ARTICLE</u>	<u>PAGE #</u>
ARTICLE I - RECOGNITION.....	1
ARTICLE II - GENERAL PROVISIONS	1
ARTICLE III - BOARD POLICIES.....	1
ARTICLE IV - WORK YEAR/DAY	1
ARTICLE V - CONSULTATION PROCEDURE.....	1
ARTICLE VI - CONDITIONS OF EMPLOYMENT.....	2
ARTICLE VII – GRIEVANCE PROCEDURE	3
ARTICLE VIII - SERVICE INCREMENT/LONGEVITY	6
ARTICLE IX - PERSONAL INJURY BENEFIT.....	6
ARTICLE X - LEAVE POLICY	6
ARTICLE XI - INSURANCE BENEFITS.....	8
ARTICLE XII - REDUCTION IN FORCE PROCEDURE	
ADMINISTRATIVE STAFF	12
ARTICLE XIII - INVOLUNTARY TRANSFER.....	14
ARTICLE XIV - SALARY 2020- 2023	14
ARTICLE XV - TERMS	14
ARTICLE XVI - DUES DEDUCTION	15
ARTICLE XVII - GENERAL SAVINGS CLAUSE	15
ARTICLE XVIII - BOARD RIGHTS	16
APPENDIX A.....	18

ARTICLE I - RECOGNITION

A. The Suffield Board of Education (hereinafter referred to as the "Board") hereby recognizes the Suffield Administrators' Group (hereinafter referred to as the "Group") as the exclusive representative, as defined in section 10-153 through 10-153f of the Connecticut General Statutes as amended for certified professional employees in a school district not excluded from the purview of sections 10-153a to 10-153n, inclusive, employed in positions requiring an intermediate administrator or supervisor certificate, or the equivalent thereof, and whose administrative or supervisory duties, for purposes of determining membership in the administrators' unit, shall equal at least fifty per cent of the assigned time of such employee.

B. The Group accepts such recognition and agrees to represent equally members of the Group.

ARTICLE II - GENERAL PROVISIONS

There shall be no reprisal of any kind taken against any administrator by reason of his membership in this organization or participation in its lawful activities.

ARTICLE III - BOARD POLICIES

The Board shall provide an online version of Board Policies that can be accessed through the district website along with all enacted revisions as they occur.

ARTICLE IV - WORK YEAR/DAY

If during the term of this agreement the work day or work year for administrators is significantly changed, as determined by the Superintendent, the parties will activate the "Consultation Procedure" to determine the additional compensation for administrators.

ARTICLE V - CONSULTATION PROCEDURE

A. Circumstances may arise making it seem desirable to alter or amend this Agreement. If informal discussions of desired changes as requested by either party do not result in such changes being presented for action at the next regularly scheduled meeting of the Board and SAG, then the party desiring change may notify the other party in writing of the desired change, under the signature of its designated officer to the designated officer of the other party. Such notice shall be acknowledged within five (5) days and a meeting of duly authorized representatives of the Board and SAG shall be held to discuss the change within fifteen (15) days of acknowledgement. Those representatives shall bring the matter and report of their conclusions to the next regularly scheduled meeting of the Board and SAG.

B. If the Board and SAG agree to the amendment or alteration of this Agreement, such amendments or alterations shall be in writing, executed by the Chairman of the Board and President of SAG, appended to this Agreement, and made part thereof.

C. If both parties mutually agree to negotiate proposed changes in this agreement under the Teacher Negotiation Act as referenced in its application to mid-term bargaining then

either of the parties may submit disagreements for a disposition under binding arbitration pursuant to Section 10-153f(e) of the Connecticut General Statutes. Article IV or VI changes to which the parties are unable to agree shall automatically be subject to mid-term negotiations/arbitration pursuant to Section 10-153f(e) of the Connecticut General Statutes.

ARTICLE VI - CONDITIONS OF EMPLOYMENT

A. **Evaluation**: All administrators in SAG will be evaluated according to the procedures outlined in the evaluation model, as approved by the Board.

B. **Holidays**: Group members are to receive the following holidays:

Labor Day
Columbus Day
Thanksgiving
Day After Thanksgiving
Martin Luther King Day
Presidents Day
Good Friday
Memorial Day
Independence Day

C. **Vacation**: Group members are to receive twenty-two (22) vacation days annually, plus Christmas vacation. All vacation days must be used by August 15 of the second year following the year in which they are earned. (i.e. 2009-2010 carried over days must be used by August 15, 2011.) Vacation requests shall be filed with the Superintendent of Schools at least ten (10) working days in advance of the proposed absences. All administrators are expected to be on duty one week before new teachers' orientation and seven (7) work days after the last student day of the academic year.

Vacation is earned. The 22 days vacation are available as service is completed in that year. 1/12th being available after each full month is completed. (E.g., should an administrator leave after two months of the current year he is entitled to 1/6th of the 22 days.)

Unused, earned vacation shall be paid in the event of severance except for circumstances involving termination proceedings or actions in lieu of termination. Any fractional months service shall be counted as a full month in computing vacation pay upon severance.

For the purposes of calculating a per diem rate for vacation reimbursement, the divisor 1/226 of annual base salary shall be used.

Annual base salary shall be deemed as to include the annual salary, BOE annuity contribution and service increment, or prorated compensation calculated for the length of service or % FTE of said full time equivalent position.

In the event the administrator has not earned days of vacation, the Superintendent may grant vacation days as an advance against what the administrator would earn.

D. **Mileage:** Travel outside the district by administrators shall be paid at the IRS Standard Mileage Rate. Administrators shall track mileage on an approval form. Travel inside the district by administrators will not be reimbursed. Reimbursement requests shall be submitted on a quarterly basis.

E. **Dues:** The cost of dues to professional organizations will be shared equally by the administrator and the Board, provided the Board's obligation will not exceed \$325.00 annually per administrator. Dues shall not include the SAG/CEA/NEA.

F. **Salary Notification Letters:** All salary notification letters will be sent to all administrators no later than the fifth day after the commencement of a new contract year.

G. **Just Cause:** No Administrator shall be disciplined (i.e. written reprimand, suspended without pay,) without just cause. A written statement identifying and describing the cause for discipline shall be given to the administrator within 48 hours of the conclusion of the related investigation.

H. **Tuition Reimbursement:** Subject to the following provisions of this Article, Administrators shall be reimbursed for the cost of graduate courses, including online courses successfully completed with a minimum grade of B or the equivalent. To qualify for reimbursement of each course Administrators must receive prior approval for each course from the Superintendent. Administrators may be reimbursed for up to six (6) credit hours per year. The reimbursement rate shall be fifty percent (50%) of the in-state per credit cost of similar graduate courses at the University of Connecticut. To the extent the aggregate of the amount for each course reimbursement for any year of this contract (July 1 through June 30), exceeds the amount specifically budgeted by the Board of Education for this period, all reimbursements to applicants shall be reduced on a prorated basis, except that tuition reimbursement will not be granted to any Administrator who leaves the district of his/her own accord or whose contract has not been renewed for cause. The amounts budgeted by the Board for tuition reimbursement shall be an aggregate of not less than \$2,000 for each year of this contract.

ARTICLE VII – GRIEVANCE PROCEDURE

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

2. **Definitions:**

- a. **"Grievance"** shall be defined as a complaint by an administrator or group of administrators that as to him, her, them, there has been a misapplication or misinterpretation or violation of a specific term or terms of this agreement, or a claim of failure to follow the established procedures of the administrator evaluation and support program approved by the Board, as provided in Section 10-151b of the Connecticut General Statutes, to the detriment of the administrator or administrators.

- b. **“Administrator”** shall mean a member of the unit as defined in Article I, Recognition. “Administrator” shall also include a group of administrators similarly situated with respect to a certain grievance, or SAG.
- c. **“Days”** shall mean days in which Central Office is open.

3. **Time Limits:**

- a. If an administrator does not file a grievance in writing within thirty (30) days after he/she knew of the act or conditions on which the grievance is based, then the grievance shall be considered to have been waived.
- b. Failure by any administrator or the Board to render his/her/its decision within the specified time limits shall be deemed a denial of grievance and shall allow the aggrieved to pursue the grievance to the next level.

4. **Informal Procedures:**

- a. If an administrator feels that he/she may have a grievance, he/she may first discuss the matter with his/her immediate supervisor in an effort to resolve the problem, informally.
- b. If the administrator is not satisfied with such disposition of the matter, he/she shall have the right to have the Suffield Administrators, Group assist him/her in further efforts to resolve the problem informally with his/her supervisor.

5. **Formal Procedures:**

a. **Level One - Superintendent of Schools**

- 1. If an aggrieved administrator is not satisfied with the outcome of informal procedures, or if he/she has not elected to utilize such procedures, he/she may present his/her claim as a written grievance to the Superintendent of Schools.
- 2. The Superintendent shall within five (5) days after receipt of the written grievance, render his decision and the reasons in writing to the aggrieved administrator; with a copy to the Chairperson of the Suffield Administrators’ Group.

b. **Level Two - Board of Education**

- 1. If the aggrieved administrator is not satisfied with the disposition of his/her grievance at Level One, he/she may, within five (5) days after the decision file the grievance again with the Suffield Administrators’ Group for appeal to the Board of Education.

2. Suffield Administrators' Group shall within five (5) days after receipt, refer the appeal, including the Superintendent's decision, to the Board of Education.
3. The Board of Education shall, within fifteen (15) days after receipt of the appeal, meet with the aggrieved administrator and with representatives of Suffield Administrator's Group 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 upon written request.
4. The Board shall, within five (5) days after such meeting, render its decision and the reasons therefore in writing to the aggrieved administrator, with a copy to the Chairperson of Suffield Administrators' Group.

c. Level Three - Binding Arbitration

1. If the aggrieved administrator is not satisfied with the disposition of his/her grievance at Level Two, he/she may, within five (5) days after the decision file the grievance again with the Suffield Administrators' Group for appeal to Binding Arbitration.
2. Suffield Administrators' Group may within five (5) days after receipt of such request, agree with the Board upon an arbitrator or, in the absence of such agreement, submit the grievance to arbitration by so notifying the board in writing and by filing a demand for arbitration under the Volunteer Labor Arbitration Rules of the AAA. The AAA shall act as the administrator of the proceedings.
3. The arbitrator selected shall confer promptly with the representatives of the Board and the Association, shall review the record of prior hearings, and shall hold such further hearings with the parties in interest he/she shall deem requisite.
4. 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.
5. The costs of the services of the arbitrator shall be borne equally by the Board and the Association.

ARTICLE VIII - SERVICE INCREMENT/LONGEVITY

In recognition of the length and quality of service rendered to the Suffield Public Schools, the Board of Education will, pay an amount in addition to regular salary to administrators who have served ten (10) or more years under contract in the Suffield Public Schools. 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.

<u>10 years</u>	<u>15 years</u>	<u>20 years plus</u>
\$750	\$1,000	\$1,250

This provision shall not apply to employees hired on or after July 1, 2017.

ARTICLE IX - PERSONAL INJURY BENEFIT

Whenever an administrator is absent from school as result of a personal injury/illness arising out of and in the course of his/her employment, he/she shall be paid full salary (less the amount of any workers, compensation award made for temporary disability due to said injury) for the period of the first thirty (30) days of such accident, and no part of such thirty (30) days shall be charged to his/her annual accumulated sick leave. After the above thirty (30) days, said administrator is eligible to use accumulated sick leave, or portions thereof in the case of injuries/illnesses compensable under Worker's Compensation. Administrators assaulted in the line of duty shall receive such benefits as are provided in Section 10-236a of Conn. Gen. Statutes.

ARTICLE X - LEAVE POLICY

A. **Sick Leave:** Administrators shall be entitled to sick leave with full pay up to twenty (20) working days in each year. Employees may utilize five (5) sick days to care for an immediate family member on an annual basis. Unused sick leave shall be accumulated from year to year, so long as the administrator remains continuously in the service of the Board up to a maximum of 200.

B. **Personal Leave:** Because of the multitude of after hour responsibilities, and the professional nature of the administrator's position, an administrator may take up to five (5) days a year of personal leave at his/her discretion as the need arises.

Personal leave may only be taken upon prior notification to the Superintendent.

C. **Conference Leave:**

1. The Superintendent may grant convention or conference leaves, or permission to observe an activity in another building or school system to administrators without loss of pay.
2. The Board agrees to set aside a total of three thousand dollars (\$3,000) annually to be used by administrators, at their discretion, for attendance at conferences, seminars, etc.

D. **Jury Duty:** Any administrator who is called for jury duty shall receive the necessary leave to fulfill this legal obligation. This leave shall be granted without penalty. The staff member shall receive a rate of pay equal to the difference between the professional salary and the jury fee.

E. **Child Rearing Leave:** Upon request, any member of SAG who is expecting a child, or who has received acceptance to adopt a child, may be granted a long-term leave of absence for childrearing purposes. Award of child rearing leave is at the sole discretion of the Board. Its decision shall be final.

Such a leave shall normally be for a maximum of one year. Leaves commencing September 1 through January 31 of any year shall terminate the following July 1. Leaves commencing February 1 through August 31 of any year shall terminate at the end of the second marking period of the following school year, unless the Board determines that termination at that time would seriously affect the educational program of the students directly involved. In case of such a determination, the leave shall terminate not later than September 1 of the following year, although it may be terminated sooner by mutual agreement of the parties. The administrator shall receive at least (30) calendar days notice of a Board decision to postpone termination of the leave.

The request for child rearing leave shall be made at least sixty (60) days prior to its commencement. Upon return, the administrator shall be reassigned to the same 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. Administrators not intending to return shall give the Superintendent ninety (90) calendar days notice. Administrators who fail to return to work as scheduled upon termination of a leave shall be ineligible for automatic reinstatement. As in the case of other leave without pay, the administrator is entitled to participate in fringe benefit programs, but at the administrators' full expense.

Detailed plans for the child rearing leave must be submitted to the Superintendent two weeks after the application for leave is made.

ARTICLE XI - INSURANCE BENEFITS

The Board shall provide insurance benefits as follows:

A. HSA plan with the following components:

	In-Network	Out-of-Network
Annual Deductible (individual/aggregate family)	\$2000/4000	
Co-insurance	0% after deductible	20% after deductible up to co-insurance maximum
Co-insurance Maximum	\$2000/4000	

(individual/aggregate family)		
Cost Share Maximum (individual/aggregate family)	\$4000/6850	
Lifetime Maximum	Unlimited	\$1,000,000
Preventive Care	Deductible waived	N/A
Prescription Drug Coverage	Prescription subject to the deductible, once the deductible is met, then there shall be a \$5/30/45 copay per prescription; Mail order: \$5/60/90	

The Board will fund 40% of the applicable HSA deductible amount for full-time employees participating in the HSA in each contract year. The Board's contribution toward the HSA deductible will be deposited into the HSA accounts throughout the course of the year, on the Board's payroll dates. The parties acknowledge that the Board's contribution toward the funding of the HSA plan is not an element of the underlying insurance plan, but rather relates to the manner in which the deductible shall be funded for actively employed administrators. The Board shall have no obligation to fund any portion of the HSA deductible for retirees or other individuals upon their separation from employment.

B. Term life insurance \$350,000, including double indemnity, for each administrator.

C. Anthem co-pay Dental and Dental Rider A, (additional basic benefits), B (prosthodontics), and C (periodontics), and dependent coverage as required by state or federal law.

D. Retired Administrators shall receive the same health insurance plan as is provided to the active SAG members under this and other subsequent contracts. This insurance will be subsidized by the Board of Education for a period of five (5) years following retirement or up to the age of 65, whichever comes first, as follows:

1. For Administrators employed as of October 31, 2007, the Board will subsidy the health insurance premium costs as follows:

12 years of Service in Suffield 66.5%
20 years of service in Suffield 80%

The Board of Education subsidizes the premium only; there is no contribution to the HSA deductible by the Board for retirees.

2. For Administrators employed after October 31, 2007, the Board will subsidy the health insurance premium costs as follows:

12 years of Service in Suffield 40%
20 years of Service in Suffield 60%

The Board of Education subsidizes the premium only; there is no contribution to the HSA deductible by the Board for retirees.

3. Administrators hired after July 1, 2014 and who retire from the school district shall have access to the plans offered to active administrators, but the retiree shall be responsible for the full cost of the plans. The Board shall not fund any portion of the HSA deductible for retirees or other individuals upon their separation from employment.

E. The cost of premiums for the applicable insurance coverage above shall be born as follows:

	<u>Administrator</u>	<u>Board of Education</u>
2020-2023	22.0%	78.0%

Wellness Incentive:

If an administrator and the administrator's enrolled spouse and dependents (if applicable) each complete one preventive physical examination during calendar year 2021, the administrator will pay the discounted premium contribution set forth below for the costs of insurance coverage, effective July 1, 2022. If an administrator and the administrator's enrolled spouse and dependents (if applicable) do not each complete one preventive physical examination during calendar year 2021, the administrator will pay the non-discounted premium contribution set forth below for the costs of insurance coverage, effective July 1, 2022.

	Discounted Contribution	Non-Discounted Contribution
Effective July 1, 2022	22.0%	23.0%

The wellness incentive set forth above shall apply to all administrators who are employed by the Board as of January 1, 2021. Any administrator hired after January 1, 2021 will pay the discounted premium contribution percentage for the 2022-23 contract year.

F. The Board shall make an IRC Section 125 premium conversion plan available to administrators making such premium contribution.

The Board will provide a Reimbursement Account plan (the "RA Plan") for the purpose of enabling eligible Administrators to divert a portion of their gross salaries, prior to reduction for federal income taxes, by a minimum of \$500 to a maximum of \$5,000 per Plan Year for Dependent Care, into an account from which, during the course of the Plan Year, they can be reimbursed for Dependent Care costs they or their covered dependents incur which are not covered by the Medical or Dental Plans described in Article X of the Agreement between the Board of Education and the SAG, including but not limited to their share of the premium costs for such Plans. The following provisions will apply:

- (i) Under no circumstances will the Board be required to contribute any monies to the RA plan or to any account established pursuant thereto.
- (ii) Each Administrator desiring to participate in the RA Plan must apply for participation and enroll by submitting completed form provided by the Board 30 days prior to July 1 of each Plan Year in which he or she desires to participate.
- (iii) Each Administrator accepted as a participant in the RA Plan must, 30 days prior to July 1, inform the Board in writing of the amount he/she wished to contribute to the Account during the Plan Year (a minimum of \$500 to a maximum of \$5,000, per Plan for Dependent Care), which shall be divided by the number of payroll periods scheduled for the Plan year to determine the amount to be deducted from each paycheck during that Plan Year.
- (iv) As a condition precedent to the establishment of an account under the RA Plan, the Administrator must submit to the RA Plan Administrator, on forms approved by the Board, written authorization for the Board to deduct from his or her salary, the amounts to be diverted to his or her RA Plan Account, which shall be the same amount from each paycheck issued during the Plan Year.
- (v) If the employment of an Administrator terminates for any reason while he or she is a participant in the RA Plan, the Administrator will be permitted to withdraw the unencumbered balance from his or her RA Plan Account.
- (vi) Unexpected balances in each RA Account at the end of each plan year will be forfeited in accordance with legal requirements. The RA Plan will be governed by the terms of the RA Plan description. It is intended that the RA Plan shall be interpreted, whenever possible, to comply with such terms of the Internal Revenue Code. In the event the RA Plan Administrator determines, before or during any Plan Year, that the RA Plan may fail to satisfy any non-discrimination requirement if imposed by the Code or limitation on benefits to certain participants, the RA Plan Administrator shall take such action as he/she deems appropriate under rules uniformly applicable to similarly situated participants. At this time, the RA Plan as outlined meets all code requirements.
- (vii) Employees enrolled in the HDHP/HSA may not enroll in a flexible spending plan, except as provided above.

G. The Board shall provide a long term disability insurance plan providing 60% of salary to a maximum monthly benefit of \$8,000 per month, following a 180 day waiting period.

H. Rate changes will be provided at the annual open enrollment.

I. 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 coverage's set forth above, provided that coverage, benefits and administration of such benefits shall be substantially equivalent. Should the Board self-insure, it will include state-mandated benefits in the plan, should such benefits be available to the Board.

The President of the Suffield Administrators' Group shall be notified in writing within thirty (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 Suffield Administrators' Group disagree that the changes proposed are substantially equivalent in terms of coverage, benefits and administration of such benefits, the disagreements shall be subject to impartial arbitration as set forth in Article VI of this Agreement, preferably before an arbitrator with experience and expertise in insurance matters. Arbitration may be demanded by either party and, should both parties agree, such arbitration shall be expedited under the Rules of the AAA for expedited arbitration. No Change in carrier or institution of self-insurance shall be made until the arbitrator has rendered his/her award.

J. The Patient Protection and Affordable Care Act ("PPACA"; Public Law 111-148) has set forth and codified under the Internal Revenue Code (IRC) §4980I the imposition of an excise tax related to employer provided health insurance plans that exceed certain value thresholds. The impact of the excise tax is scheduled to take effect in 2020. Should any Federal statute or regulation pertaining to IRC §4980I be mandated to take effect in any contract year triggering the imposition of an excise tax with respect to any of the contractually agreed upon insurance plans offered herein, the parties agree to commence mid-term negotiations in accordance with the Teacher Negotiation Act. During such mid-term negotiations, the parties will reopen Article XI (Insurance Benefits) of the contract for the purpose of addressing the impact of the excise tax. No other provision of the contract shall be reopened during such mid-term negotiations.

ARTICLE XII — REDUCTION IN FORCE PROCEDURE **ADMINISTRATIVE STAFF**

A. **General Statement of Procedure:** Recognizing that it may become necessary to eliminate positions in certain circumstances, the parties adopt this article to provide an orderly process for staff reduction as a result of such position elimination.

B. **Reasons for Elimination of Administrative Positions:** It is recognized that the Board of Education has the sole and exclusive prerogative to eliminate administrative positions and to non-renew and terminate staff consistent with the provisions of the state statutes. Elimination of the administrative position may result from decreases in student enrollment, changes in curriculum, severe financial conditions, or other circumstances as determined by the Board of Education.

C. **Statutory Definition of Administrator's Unit:** This procedure shall apply to members of the administrator's unit:

1. The “administrator’s unit” means those certified professional employees in a school district who are employed in positions requiring an intermediate administrator or supervisor certificate, or the equivalent thereof, and are not included from the purview of 10-153a to 10-153g, inclusive (10-153b (a)(1), Connecticut General Statutes).

D. Assignment after Elimination of Position:

1. If an administrator’s position is eliminated, the Board (acting through the Superintendent) shall assign the administrator to an available administrative position. An available administrative position shall be defined as a vacant position or an administrative position held by a non-tenured member of the administrative professional staff or an administrative position held by a tenured staff member over which the administrator whose position has been eliminated has seniority.
2. In order to displace an administrator, the administrator whose position is being eliminated must have had relevant, successful administrative experience, as reasonably determined by the Board (acting through the Superintendent), within the immediately preceding five (5) years in the administrative level to which he/she may be assigned provided, however, that assignment under this Article shall never result in a promotion (i.e a position with a higher salary).
3. Level shall be defined as follows:
Elementary PreK - Grade 5
Secondary grades 6-12
Pupil Services and Special Education
In cases of reorganization of the above noted levels, the Board of Education shall have the sole discretion in determining definition of the levels, which discretion shall be reasonably exercised.
4. Seniority shall be defined as the number of continuous years in an administrative unit position in Suffield. If this definition does not suffice to determine seniority in a particular case, the seniority shall be defined as the total combined continuous years as a teacher and administrator in Suffield. Finally, if this definition of seniority does not suffice, seniority shall be defined as the total combined continuous years as a teacher and an administrator in any public school system.
5. Should there be no administrative position available, the administrator shall then be eligible to be reassigned to a position in the teacher bargaining unit in accordance with the law and subject to the reduction in force provision in the teacher collective bargaining agreement, provided that said administrator may only be assigned to a teaching position for which he/she is certified and qualified; qualifications being determined solely by the Board of Education, which determination shall be reasonable.

E. **Recall:**

1. The most senior administrator whose contract has been non-renewed or terminated or who has been reassigned to the teacher's unit shall have the right of first refusal for any open administrative position in the level and classification (as listed in D.3) from which said administrator was removed and for which the administrator is qualified in the judgment of the Superintendent (which judgment shall be exercised reasonably), if such opening occurs within two (2) years from the effective date of the administrators non-renewal, termination, or reassignment and only if such recall does not result in a promotion as defined in the Article.
2. If the most senior laid-off administrator refuses such administrative appointment, he/she shall no longer have any rights to an administrative position under this procedure, and the next most senior administrator shall then be entitled to the right of first refusal pursuant to the above noted conditions. This recall process shall continue as necessary.
3. In the event an administrator is displaced to an administrative category with a salary schedule lower than that which the displaced administrator was paid in the year of displacement, or to a teaching position, such administrator's salary shall be at the salary rate earned in the year of displacement for one (1) school year.

ARTICLE XIII - INVOLUNTARY TRANSFER

In the event of any transfer or reassignment, the administrator or administrators affected thereby shall be paid the salary called for in the new position (teacher or administrative) as long as it does not result in a reduction in pay; if it does result in a reduction in pay, the administrator's salary shall be at the salary rate earned in the year of the transfer or reassignment for one (1) school year provided, however, that in the event of transfer or reassignment on grounds of lack of competence or proper qualifications to hold or carry out the duties of the former position, the administrator or administrators affected thereby shall be paid the salary called for in the new position whether or not a reduction. The issue of competence or proper qualifications as aforesaid shall be specifically subject to the grievance procedure provided in this Agreement. Notwithstanding the foregoing, no administrator shall be involuntarily transferred without due and sufficient cause.

ARTICLE XIV - SALARY 2020-2023

All administrators represented by this contract, as members of SAG, shall be paid based upon their placement on the new salary schedule for 2020-2023. (see APPENDIX A).

ARTICLE XV - TERMS

The provisions of this signed binding agreement shall be in effect as of July 1, 2020, and shall continue to and include June 30, 2023.

All other language other than appropriate date changes shall remain in effect for the life of this contract unless mutually agreed to by both parties.

The base salaries of administrators shall be comprised of the following two components: (1) cash compensation, in such amounts as are set forth in Appendix A; and (2) an additional dollar amount equal to 2.5% times the applicable amount referred to in (1) above as set forth in Appendix A, as to which such additional dollar amount each administrator may arrange to have all or any portion of said amount deducted from his/her salary on a pre-tax basis and contributed as an elective deferral as permitted under IRC Section 403(b), as amended, toward the purchase of a 403(b) annuity with a tax sheltered annuity company of his/her choice from the Board's list of approved 403(b) companies pursuant to the Board's 403(b) plan available to Board employees in accordance with IRC Section 403(b), as amended.

ARTICLE XVI - DUES DEDUCTION

A. Upon the submission of a voluntary written authorization signed by an administrator, the Suffield Board of Education agrees to deduct from the administrator an amount equal to the SAG membership dues by means of payroll deductions. The amount of the deduction from each paycheck for membership dues shall be equal to the total SAG membership dues divided by the number of paychecks from and including the first paycheck through and including the last paycheck. SAG shall, no later than August 1st of each year, give written notice to the Business office of the amount of dues which are to be deducted in that school year under such authorization.

B. 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.

C. The right to refund to employees monies deducted from their salaries under such authorization shall lie solely with the SAG. The SAG agrees to reimburse any employee or the amount of any dues deducted by the Board and paid to the SAG, which deduction is by error, in the excess of the proper deduction and agrees to hold the Board harmless from any claims of excessive deduction.

D. The singular reference to the "SAG" herein shall be interpreted as referring to the Suffield Administrators' Group.

E. The SAG 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 XVII - GENERAL SAVINGS CLAUSE

A. SAG and the Board agree that this Agreement represents the complete agreement between the parties concerning all conditions of employment and salaries of administrators, for the duration of this Agreement.

B. This Agreement is deemed to be in compliance with all State and Federal, laws (including the Constitution of the United States and the Constitution of the State of Connecticut) and the Board and SAG shall comply with all applicable State and Federal laws. If for any reason a provision or provisions of this Agreement are determined by a court of competent jurisdiction to be in violation of any of said laws, then that provision or those provisions shall be automatically stricken from this agreement, and the balance of this agreement shall continue in full force and effect.

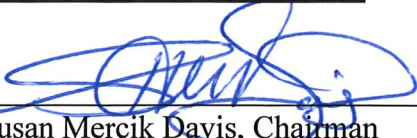
ARTICLE XVIII - BOARD RIGHTS

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

- a) To establish or continue policies, practices and procedures for the conduct of Board business and from time to time, to change or abolish such policies, practices or procedures;
- b) To employ, assign, or transfer employees, or to layoff, terminate, or otherwise relieve employees from duty for lack of work or other legitimate reasons in accordance with Section 10-151 of the Connecticut General Statutes.
- c) To prescribe and enforce reasonable rules and regulations for the maintenance of discipline and for the performance of work in accordance with the operation of the public school system, provided such rules and regulations are made known in a reasonable manner to the employees affected by them;
- d) To create and revise job descriptions as deemed necessary;
- e) To determine class size;
- f) To limit, curtail or discontinue processes or operations or to discontinue their performance by employees; and
- g) To select and to determine the number and types of employees required to perform the school's operations.

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

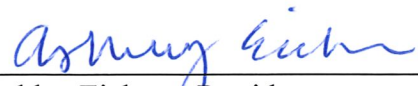
For The Board of Education



Susan Mercik Davis, Chairman
Suffield Board of Education

11/26/19
Date

For The Suffield Administrators Group



Ashley Eichorn, President
Suffield Administrators' Group

11/27/19
Date

APPENDIX A
Placement on Salary Schedule

1. Newly appointed administrators shall be placed at a salary rate no lower than the first step for that position. Any placement above the first step is at the discretion of the Superintendent of Schools, giving consideration to such factors as education and experience.
2. No person shall be paid above the maximum salary for that position except in a case where a person is already at a salary level exceeding the salary schedule at the time of signing a contract.
3. Annual step increases occur with each added year of service.
4. Salary Schedule increase for each year of the new contract for all administrative positions: 2.0% (Year 1), 2.0% (Year 2), 2.0% (Year 3).

2020-21

<u>Position</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
High School Principal	146,728	150,646	154,668	159,308	163,034
Middle School Principal	137,595	141,268	145,037	149,390	152,884
Intermediate School Principal	134,276	137,860	141,541	145,788	149,198
Elementary School Principal	134,276	137,860	141,541	145,788	149,198
High School Ass't. Principal	129,137	132,584	136,124	140,207	143,487
Middle School Ass't. Principal	119,092	122,273	125,537	129,303	132,329
Intermediate School Ass't. Principal	115,309	118,388	121,547	125,196	128,125
Elementary School Ass't. Principal	115,309	118,388	121,547	125,196	128,125
Supv. of Special Education, K-12 Supv.	119,092	122,273	125,537	129,303	132,329

2021-2022

<u>Position</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
High School Principal	149,663	153,659	157,761	162,494	166,295
Middle School Principal	140,347	144,093	147,938	152,378	155,942
Intermediate School Principal	136,962	140,617	144,372	148,704	152,182
Elementary School Principal	136,962	140,617	144,372	148,704	152,182
High School Ass't. Principal	131,720	135,236	138,846	143,011	146,357
Middle School Ass't. Principal	121,474	124,718	128,048	131,889	134,976
Intermediate School Ass't. Principal	117,615	120,756	123,978	127,700	130,688
Elementary School Ass't. Principal	117,615	120,756	123,978	127,700	130,688
Supv. of Special Education, K-12 Supv.	121,474	124,718	128,048	131,889	134,976

2022-2023

<u>Position</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
High School Principal	152,656	156,732	160,916	165,744	169,621
Middle School Principal	143,154	146,975	150,897	155,426	159,061
Intermediate School Principal	139,701	143,429	147,259	151,678	155,226
Elementary School Principal	139,701	143,429	147,259	151,678	155,226
High School Ass't. Principal	134,354	137,941	141,623	145,871	149,284
Middle School Ass't. Principal	123,903	127,212	130,609	134,527	137,676
Intermediate School Ass't. Principal	119,967	123,171	126,458	130,254	133,302
Elementary School Ass't. Principal	119,967	123,171	126,458	130,254	133,302
Supv. of Special Education, K-12 Supv.	123,903	127,212	130,609	134,527	137,676

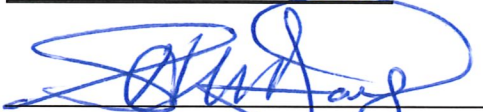
MEMORANDUM OF AGREEMENT

In the recently concluded negotiations for the 2020-2023 Agreement, the Board and the SAG agreed as follows:

Effective July 1, 2020, Mr. Jack Ferraro will be paid a \$2,000 annual stipend, subject to applicable deductions, for his work with TEAM. This stipend shall be paid annually to Mr. Ferraro until he retires. Upon Mr. Ferraro's retirement, the stipend shall expire and will not be incorporated into the parties' contract.

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

For The Board of Education

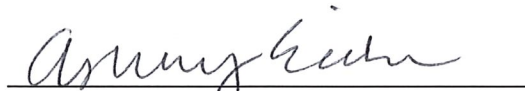


Susan Mercik Davis, Chairman
Suffield Board of Education

Date

11/21/19

For The Suffield Administrators Group



Ashley Eichorn, President
Suffield Administrators' Group

Date

11/21/19