

AGREEMENT
BETWEEN
THE NORWALK BOARD OF EDUCATION
AND
THE NORWALK ASSOCIATION OF SCHOOL
ADMINISTRATORS

July 1, 2022 – June 30, 2025

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PREAMBLE

This Agreement is negotiated under §10-153b through §10-153f of the General Statutes of the State of Connecticut.

This Agreement shall constitute the entire contract between the Board and the Norwalk Association of School Administrators unless changed by the mutual consent of both parties through the Chairman of the Board of Education and the President of the Norwalk Association of School Administrators or otherwise pursuant to Section 10-153f(e) of the Connecticut General Statutes. Such mutually consented change shall be in writing and ratified by the membership of both parties.

CONSULTATION

NASA and the Superintendent and his/her designee will consult at least once a month on the administration of the Agreement and development not covered by the Agreement.

ARTICLE I RECOGNITION

The Norwalk Board of Education recognizes the Norwalk Association of School Administrators as the exclusive representative as defined in §§10-153b through 10-153f of the Connecticut General Statutes as amended, for all administrators and supervisors, functioning in positions requiring said certification, exclusive of Central Office administrative staff.

Unless otherwise indicated, the term "NASA" when used hereinafter in this Agreement shall refer to all administrative professional personnel with these exceptions as clearly defined in paragraph one of this Article.

ARTICLE II SALARIES AND SEVERANCE

The salaries of all persons covered by this Agreement are set forth in Appendices A-1 through A-3 which are attached hereto and made a part of this Agreement. Placement of newly hired or promoted employees on the salary schedule shall be at the sole discretion of the Superintendent. Promoted employees shall be guaranteed a salary increase.

- A. Salary payments to administrative and supervisory personnel shall be by direct deposit, and shall be made every other Friday for a total of twenty-six (26) payments for twelve-month employees, twenty-two (22) payments for ten-month employees. Ten-month employees may elect twenty-six (26) payments.
- B. The superintendent may offer members of the unit opportunities to undertake on a voluntary basis specific projects to promote District improvement efforts for the State Accountability Plan, development or succession purposes. The Superintendent shall set the compensation for such specific projects, which shall be reasonably related to the work involved.

- C. As an expression of the Board's appreciation for long and dedicated service to the Norwalk School System, eligible administrative and supervisory personnel who have completed twelve or more years of service in Norwalk will be granted severance pay for unused sick leave up to sixty-five (65) days. (Employees who have completed 22 years of service in Norwalk effective June 30, 2005 shall receive severance pay for unused sick leave up to 67 days.) Administrative and supervisory personnel who have completed at least five (5) years of service in Norwalk, but less than twelve (12), will be eligible for severance pay at a 4% reduction for each year of service that is less than twelve (12).

1. The administrator's last day of employment must be either January 31st or June 30th.
2. To be eligible, the administrator must submit a letter of resignation for purposes of retirement. Administrators who submit early written notification of retirement will be awarded additional days of severance pay in accordance with the following schedule:

<u>January 31st Retirement Date</u>	<u>June 30th Retirement Date</u>	<u># of Additional Days</u>
Notice Prior to March 1 st	Notice Prior to August 1 st	6
Notice in March	Notice in August	5
Notice in April	Notice in September	4
Notice in May	Notice in October	3
Notice in June	Notice in November	2
Notice in July	Notice in December	1
Notice after July 31 st	Notice after December 31 st	0

3. Once acted upon by the Board, the resignation may not be rescinded.
 4. In the event of serious life altering unforeseeable circumstances beyond the administrator's control which are reasonably related to an administrator's decision to resign, the Board shall have the discretion to grant an exception from the non-rescission rule.
 5. Employees hired on or after July 1, 2015 shall not be eligible for benefits under this section.
- D. The amount of severance pay will be computed by multiplying the number of earned days by 1/220 of the administrator's annual salary for twelve-month employees and by 1/205 for ten-month employees. The annual salary used as the basis for calculating severance pay shall be the administrator's salary as of the administrator's last day of employment, provided the salary has been paid for at least 6 months. If such salary has not been paid for at least 6 months, the administrator's salary in the previous fiscal year shall be used. Payment of this benefit may be agreed to be received by the recipient immediately upon termination date, or at a date in the following calendar year, but within the following fiscal year of the Board of Education.
- E. Administrators shall be eligible to participate in an employee funded tax-sheltered annuity plan established pursuant to United States Public Law or Connecticut General Statute.

ARTICLE III HEALTH AND LIFE INSURANCE

A. Health Insurance

1. The Board shall provide health insurance coverage as set forth in Appendix B, including cost containment provisions, for administrative and supervisory personnel.

2. The employee shall pay the following portion of the cost of the coverage.

<u>Year</u>	<u>HDHP w/ HSA</u>	<u>PPO*</u>	<u>Dental</u>
2017-18	16%	17%	17%

*The PPO plan shall only be available to employees who are not eligible, through no choice of their own, to participate in the High Deductible Health Plan with Health Savings Account due to restrictions imposed by state or federal law.

3. If the Board self-insures, the employee premium contribution shall be based on the allocation rates, and all minimum state mandates shall be provided.
4. The Board shall provide the employees with a Section 125 cafeteria plan consistent with the statutes and regulations of the Internal Revenue Service. For employees enrolled in the PPO Plan, such I.R.C. Section 125 Plan, in addition to a premium share deduction feature, shall also include an Internal Revenue Code Section 125 pre-tax medical expense account also known as a Reimbursement Account 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 \$100 to a maximum of \$5,000 (or less, if required by the Internal Revenue Code) per plan year for health reimbursement (including but not limited to their aforesaid share of the premium cost for such plans, uncovered medical and dental expenses, and deductibles), into an account from which, during the course of the plan year, they can be reimbursed for the aforesaid health care costs and dependent care costs they or their covered dependents incur which are not covered by the medical or dental plans described in this Agreement. A separate dependent care reimbursement account shall be available for employees on the HDHP or PPO Plan with a minimum of \$500 and a maximum of \$5,000 (or less, if required by the Internal Revenue Code) per plan year from which participating administrators can be reimbursed for qualifying dependent care. Such election to participate in the Reimbursement Account Plan shall be optional for employees enrolled in the PPO Plan who shall pay the monthly administrative fee by payroll deduction and this plan shall be subject to the laws and regulations of the Internal Revenue Code.

5. The medical insurance plan is subject to the following:
 - a. The enrollment period is restricted to thirty (30) days following eligibility.
6. Subject to the conditions set forth below, effective October 1, 2017, the Board shall offer each bargaining unit employee the opportunity to participate in the Connecticut State Partnership Plan 2.0 (SPP) for health benefits or to waive medical insurance. Dental and vision benefits shall be separately provided. The health plan benefits shall be as set forth in the SPP effective on October 1, 2017, including any subsequent amendments or modifications made to the SPP by the State and its employee representatives. The administration of the SPP, including open enrollment, beneficiary eligibility and changes, and other administration provisions shall be as established by the SPP.
 - a. The premium rates shall be set by the SPP. Based on such rates, the Board shall establish a blended rate to provide the same rate to active and retired administrators in accordance with statute.
 - b. The percentage share of such premium cost shall be as follows:

2022-2023:	20%
2023-2024:	21%
2024-2025:	22%
 - c. The SPP contains a Health Enhancement Plan (HEP) component. All employees participating in the SPP are subject to the terms and provisions of the HEP. In the event SPP administrators impose the HEP non-participation or noncompliance \$100 per month premium cost increase or the \$350 per participant to a maximum of \$1400 family annual deductible, those sums shall be paid 100% in their entirety by the non-participating or non-compliant employee. No portion or percentage shall be paid by the Board. The \$100 per month premium cost increase shall be implemented through payroll deduction, and the \$350/\$1400 annual deductible shall be implemented through claims administration.
 - d. When there has been an increase in the cost of premiums in any year of this Agreement greater than “trend” (the average rate of increase for health insurance for public employees statewide as determined by the Board’s and the Association’s insurance consultant), at the request of the Board or the Union on or before the following January 1 in any year of this Agreement (limited to one instance per contract term), with the agreement of the other party (which shall not be unreasonably withheld), the parties shall reopen negotiations over this Section A in accordance with Conn. Gen. Stat. Section 10-153f(e) as to the sole issue of health insurance, including plan design and plan funding, premium cost share and/or introduction of replacement medical insurance in whole or in part. In such case, changes in this Article III shall be effective on the following July 1 except as the parties may otherwise

negotiate. Should a party claim that the other party is withholding agreement unreasonably, it may file a grievance commencing at the binding arbitration level.

- i) If the SPP in its current form is no longer available; or if the benefit plan design of the SPP is modified as a result of a change in the State's collective bargaining agreement with SEBAC, if such modifications would substantially increase the cost of the medical insurance plan offered herein. Reopener negotiations shall be limited to health insurance plan design and funding, premium cost share and/or introduction of an additional optional health insurance plan; and/or
 - ii) If Conn. Gen. Stat. Section 3-123rrr et seq. is amended, or if there are any changes to the administration of the SPP, or if additional fees and/or charges for the SPP are imposed so as to affect the Board, any of which amendments, changes, fees or charges (individually or collectively) would substantially increase the cost of the medical insurance plan offered herein. Reopener negotiations shall be limited to health insurance plan design and funding, premium cost share and/or introduction of an additional optional health insurance plan; and/or
 - iii) If the cost of medical insurance plan offered herein is expected to result in the triggering of an excise tax under The Patient Protection and Affordable Care Act ([ACA; P.L. 111-148], as amended, inter alia, by the Consolidated Appropriations Act of 2016 [P.L. 114- 113]) and/or if there is any material amendment to the ACA that would substantially increase the cost of the medical insurance plan offered herein. Reopener negotiations shall be limited to health insurance plan design and funding, premium cost share and/or introduction of an additional optional health insurance plan.
- e. In any negotiations triggered under 6. d above as well as negotiations for a successor to this collective bargaining agreement, the parties shall consider the High Deductible Health Plan with Health Savings Account set forth in Paragraphs 1 through 5 above and Appendix B to be the baseline for such negotiations, and the parties shall consider the following additional factors:
- Trends in health insurance plan design outside of the SPP;
 - The costs of different plan designs, including a high deductible health plan structure and a PPO plan structure.

Should such negotiations be submitted to arbitration for resolution, the arbitration panel shall consider the foregoing in applying the statutory criteria in making its ruling.

B. Life Insurance

The Board shall provide 100% of the premium for term life insurance, in the amount of \$350,000 for each administrative and supervisory employee.

1. The employee shall have the option of converting the above term life insurance to universal life insurance providing no additional premium cost is assumed by the Board.
2. The employee shall have the option of purchasing additional life insurance, up to a maximum of \$100,000, at prevailing group rates and at no cost to the Board.

- C. The Board of Education reserves the right to change insurance carriers at any time so long as it gives ninety (90) days prior written notice to the Association and so long as the insurance coverage under the substitute insurance carrier's policy is substantially equal to or better than the coverage under the Policy then in effect. Once the Association is notified that the Board intends to change insurance carriers, the Association has thirty (30) calendar days to examine the new insurance carrier's policy. If the Association feels that the coverage under the new policy is not substantially equal to or better, it must object to the change in writing during that same thirty (30) day period. The Board agrees to pay the cost of an insurance consultant for NASA up to a total cost of \$5,000. If the insurance consultant issues a written report a copy of the report will be given to the Board. If the parties are unable to informally resolve the matter within the following thirty (30) days, an arbitrator with expertise in the field of insurance shall be mutually selected or, if the parties cannot agree, shall be selected forthwith under the procedures of the American Arbitration Association. The arbitrator must render a decision within thirty (30) days. The total cost of the arbitrator will be paid by the Board.

In a situation where a complaint has been lodged by the Association, the Board will not institute the new insurance coverage until agreement has been reached or until an arbitrator has decided that the substitute coverage is substantially equal to or better than the present coverage.

D. Medical Insurance Benefits Upon Retirement.

The benefits under this Section D shall not be available to administrators who commence work on or after July 1, 2020.

1. Upon the retirement of an administrator wherein the administrator receives a retirement allowance from the State Teachers' Retirement Board and the administrator has been employed by the Norwalk Board of Education for at least five (5) years at the time of retirement, the Board will continue to pay the Board's proportionate share of the cost of medical insurance coverage afforded other employees of the bargaining unit for any such retired administrator for the following periods upon written request by the administrator:

Years of Service in Norwalk

Length of Coverage

5 years

5 years

6 years

6 years

7 or more years

7 years

2. NASA employees retiring will be permitted to maintain health insurance for their spouses for the period of time in paragraph 1 at their own expense, if they meet the conditions of paragraph 1.
 3. Retired administrators who do not receive health insurance paid for by the Board of Education, may continue the insurance benefits once paid for by the Board of Education as set forth in Part A of this Article for retiree and his/her spouse at no expense to the Board, provided such continuation is permitted by the carrier.
 4. Retired employees who are eligible for Medicare must enroll immediately upon eligibility. The Board shall provide a Medicare supplement plan and the Board shall pay its proportionate share of the cost of the Medicare supplement plan.
- E. Upon the death of a retired administrator, his or her spouse may continue to receive the above-described medical insurance coverage at the premium rate charged to the Board provided that said enrolled dependent:
1. Requests a continuation of benefits by the Board in writing.
 2. Is eligible to continue to participate in such benefits under all applicable programs regulations; and
 3. Remits to the Board, not later than ten (10) days from the due date thereof, payment of all premiums due for such continued participation.
- F. In the event of the death of an administrator, his/her dependents will continue to receive the health benefits provided other employees of the bargaining unit for a period of two years after the death of the administrator.

ARTICLE IV

WORK YEAR- VACATION - TRAVEL - SICK LEAVE

A. Vacation - Work Year

1. All twelve-month employees who became employees of this bargaining unit prior to July 1, 1994 will receive vacation as follows:
 - a. Up to 15 years' service in Norwalk: 24 days
 - b. At and beyond 15 years' service in Norwalk: 25 days

2. All twelve-month employees who became employees of this bargaining unit on or after July 1, 1994 will receive vacation as follows:
 - a. Up to 5 years' service in Norwalk: 20 days
 - b. At and beyond 5 years' service in Norwalk: 25 days
3. Vacation days are understood to be over and above legal paid holidays.
4. The work year of ten month administrators is 187 days and includes the school year calendar.
5. Vacations for administrative personnel will normally be taken in the period beginning the fourth work day after school closes and ending one week prior to the opening of the school year. Exceptions may be made by the Superintendent.
6. With the approval of the Superintendent, vacation days may be taken during the Christmas, February or spring vacations. Under extenuating personal circumstances, vacation days may be taken during school days with the approval of the Superintendent.
7. The intent of the parties is that vacation shall be taken in the year that it is earned. A maximum of five (5) days of unused vacation time shall be "rolled over" into the following school year with the understanding that they will be used during July and August. Under extenuating circumstances, with the approval of the Superintendent, up to an additional five (5) days may be rolled over in the following year with the understanding that they will be taken in July and August. Permission shall not be unreasonably withheld. Upon termination of employment, administrators are entitled to vacation earned proportionally for that year (e.g., an administrator terminating employment on January 1 has earned and is thus entitled to 50% of his or her annual vacation entitlement for that year).
8. To the extent possible, elementary principals should try to schedule vacations for themselves and for secretaries to provide maximum coverage of the building. Secondary principals should schedule vacations for themselves and their assistants to insure continual coverage throughout the summer.

B. Travel Allowance

1. Administrators with district-wide responsibilities will receive a travel allowance of \$150 per month worked, to be paid monthly.
2. Administrators with building responsibilities will receive a travel allowance of \$25 per month worked, to be paid monthly.

C. Sick Leave

1. Each twelve-month employee shall be credited with eighteen (18) days sick leave, effective July 1 of each year. Each ten-month employee shall be credited with fifteen (15) days sick leave, effective September 1 of each year. Sick days may be accrued from year to year to a maximum of two hundred twenty (220) days. Any individuals having accrued more than 220 days as of July 1, 2000 will retain these accrued days but may accrue no further days. An individual with accrued sick days in excess of 220 days who uses accrued days such that his or her total accrual drops below 220 will then be subject to the 220 day cap. Sick leave shall be used in the event of an employee's non-work related illness or injury, including pregnancy-related disability. Absences due to an employee's work-related illness or injury that is accepted as compensable under the State Workers' Compensation Act and absences due to an employee's illness that is established by satisfactory evidence to be a contagious childhood disease directly traceable to contact made in school shall not be charged against sick leave.
2. Should absence due to illness continue beyond the time for which leave is provided by this Agreement, the Board shall consider an extension of sick benefits. Length and quality of service in Norwalk will be considered.
3. At the commencement of and during the course of any paid or unpaid leave granted for medical reasons, including established sick leave, the Superintendent of Schools may require an administrator to provide a statement from his or her physician indicating the anticipated date the employee will return to work, the nature of the illness or disability and the fitness of the employee to return to work. The Superintendent may require the employee to undergo an examination by the Board appointed physician at Board expense to verify this information. Information conveyed from the employee's physician to the Board's physician must be directly relevant to the employee's illness or condition and ability to perform his or her job.

D. Inclement Weather

In the event that school is cancelled due to inclement weather, but City Hall is not officially closed, administrators shall use reasonable efforts to report to work given the travel conditions. Administrators shall be onsite for a minimum of four hours for such days to be counted as a work day, and otherwise the day shall be a vacation day. In the event that the Mayor closes City Hall due to inclement weather, administrators shall not report to work, and the day shall be credited as a work day, and administrators shall attend to necessary tasks remotely.

ARTICLE V
ASSIGNMENT, TRANSFER, PROMOTION, REDUCTION IN FORCE

A. Assignment

1. The best interests of the students and the educational program are paramount in the assignment and transfer of administrative and supervisory personnel. Assignments shall be made after every reasonable effort has been made to meet the requests and preferences of administrative and supervisory personnel. Assignments made would be changed only in the best interest of the school system.
2. As soon as practicable, new administrative and supervisory personnel will be notified of their assignments for the coming year. Such notices will be in writing and include the position and any special or unusual circumstances.

B. Transfer

1. An involuntary transfer shall be made only after a meeting between the person involved and the Superintendent, at which time the person shall be notified of the reason for the transfer. At the administrator's request, he/she will be permitted to have his/her Association representative present at the meeting.
2. A list of vacancies in all schools shall be posted in each school and at Central Office. The Superintendent shall select the best qualified applicant for each vacant position.
3. Administrative and supervisory personnel who desire a change in assignment or who desire to transfer to another building shall file a written statement of such desire with the Superintendent or designee no later than March 1st.
4. In the event of any change or modification in the duties or responsibilities of administrative/supervisory positions, or in the event of any transfer or reassignment to another position, the administrator or administrators affected thereby shall be paid the salary of the new position as negotiated with NASA as long as it does not result in reduction in pay (if it does result in a reduction in pay the administrator's salary shall be frozen as a separation allowance until the pay of the new position equals or exceeds that of his/her former position), provided in the event of transfer or reassignment by reason of elimination of a position or on grounds of lack of competency 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 it is a reduction (subject to Part D of this Article in cases of elimination of positions). The issue of competency or proper qualifications as aforesaid shall be specifically subject to the grievance procedure provided in Article VII hereof. Notwithstanding the foregoing, no administrators shall be reduced in status or pay or be deprived of professional advancement except for due and sufficient cause.

C. Promotion

1. All openings for administrative and supervisory positions shall be posted on the district website at least ten (10) days in advance of the closing date for application. Staff members will have adequate opportunity to submit qualifications for special programs which are separate from regular duties and for which there is compensation.
2. If qualifications, including education, are equal, preference shall be given to administrators on a reappointment list when applicable for all positions.

D. Reduction in Force

1. Reduction in force, by definition for purposes of this Article, is a decrease in the number of members of the administrative /supervisory staff employed by the Board of Education other than by retirements, resignations, leaves of absence, non-renewals, or dismissals not based on elimination of position.
2. If the Board determines that a reduction in force is necessary, the Association will be notified and a consultation held with the Superintendent and his/her designee.
3. In the event that attrition does not meet the reduction in force required, the Board and the Association agree that factors to be considered shall be certification, qualification, skills, training and experience relevant to district needs, and length of service in the Norwalk School System.
4. For the purpose of this Article, seniority shall be defined as the length of administrative service (employment) within the Norwalk School System. If years of Norwalk service as an administrator are equal, the following criteria will be used to determine greatest seniority:
 - a. The administrator with the earlier date of appointment by the Board of Education will have greater seniority;
 - b. If the appointment dates are the same, the administrator with the most amount of Norwalk service, including non-administrative service, will have greater seniority;
 - c. If the administrators have the same amount of Norwalk service including non-administrative service, the administrator with the most amount of teaching plus administrative service outside of Norwalk will have greater seniority;
 - d. If the administrators have the same amount of teaching plus administrative service outside of Norwalk, then seniority will not be used as a consideration in the order of layoffs as to those administrators.

5. In order to promote an orderly reduction in the administrative personnel, the following procedure will be used:
- a. Any administrator relieved of his/her duties because of reduction of staff or elimination of position shall be offered an administrative opening (if one exists) in his/her job title within his/her salary group for which he/she is certified and qualified.
 - b. If there is no existing administrative opening in his/her job title within his/her salary group for which he/she is qualified and certified, the displaced administrator shall be offered the position of an administrator who has the least seniority in his/her job title within the salary group for which he/she is certified and qualified.
 - c. If there is no existing administrative opening in his/her job title within his/her salary group for which he/she is qualified and certified, and the displaced administrator has the least seniority in his/her job title within his/her salary group, he/she will be offered an administrative opening, if one exists, as follows: first, in any other job title in his/her current salary group for which he/she is certified and qualified; and second, in any other job title in any lower salary group for which he/she is certified and qualified.
 - d. If there are no existing administrative openings in any lower salary groups for which he/she is certified and qualified and the displaced administrator has the least seniority in his/her present job title within his/her salary group, but has administrative seniority over an administrator in another job title within his/her or a lower salary group for which the displaced administrator is certified and qualified, the displaced administrator will be offered such position (first, the position in another job title within his/her current salary group; second, the position in any lower salary group).
 - e. If an administrator is relieved of his/her duties because of a reduction in staff or elimination of position and another administrative position is not otherwise available as aforesaid, he/she will be offered a teaching position for which he/she is certified and qualified, subject to the reduction in force policy or the teacher's collective bargaining agreement, whichever is then in effect, relative to reduction in force of Norwalk teachers.
 - f. Any administrator who has been displaced as aforesaid shall be placed on a reappointment list for his/her former administrative position, or another similar position of comparable pay and shall remain thereon until reappointed or for two years from the effective date of displacement, whichever occurs first, provided such administrator does not refuse a reappointment. Administrators shall be recalled to positions for which they are certified and qualified according to seniority. If reappointment is offered consistent with the above and is refused by the administrator,

he/she shall thereupon be removed from the reappointment list.

- g. For administrators hired before July 1, 2003, the term "qualified" as used herein means recognized and satisfactory experience in the general area into which the administrator seeks to bump or to be recalled. For administrators hired on or after July 1, 2003, the term "qualified" as used herein means recognized and satisfactory experience in the specific area into which the administrator seeks to bump or to be recalled.
- h. The job titles and groups referred to in this Article are as follows:

<u>Salary Group</u>	<u>Job Titles</u>
(i)	High School Principal
(ii)	Middle School Principal/Education Administrators
(iii)	Elementary School Principal/Assistant Director of Pupil Personnel Services
(iv)	High School Assistant Principal
(v)	12 Month Instructional Specialist/Administrator for NECC
(vi)	Middle School Assistant Principal
(vii)	12-Month Pupil Personnel Services
(viii)	12-Month Elementary School Assistant Principal
(ix)	Administrator for Global Studies/Instructional Specialist/Assistant Education Administrators/Assistant Instructional Leader
(x)	CISD

ARTICLE VI DUAL ASSIGNMENTS, EXTRA DUTIES

- A. A dual assignment is defined, for purposes of this Agreement, as two (2) positions assigned to one (1) administrator or supervisor on a temporary basis or emergency basis because of an unexpected vacancy in one or more positions while such position(s) are in the process of being filled; otherwise, there shall be no dual assignments.
- B. Negotiations will be held with NASA prior to dual assignments or prior to assignment of extra duties (other than if "*de minimus*").
- C. Any administrator in the NASA bargaining unit that is required to perform duties, as provided for in this Article, outside their present duties shall be paid at an hourly rate based on their per diem pay divided by eight.
- D. This Article does not apply to any situation involving a restructuring or elimination of one or more positions.

ARTICLE VII
GRIEVANCE AND COMPLAINT PROCEDURE

1. Purpose

- a. To secure at the lowest possible level, equitable solutions to grievances against either the Board, its agents or members, or the Association, its agents or unit members.

2. Definitions

- a. "Grievance" shall mean a specific claim, other than a complaint, by an administrator or supervisor or either party to this Agreement concerning any aspect of their mutual relationship where there has been a violation, misinterpretation, or misapplication of the provisions of this contract, or a claim that there has been a failure to follow the established procedures of the school district's evaluation and support program.
- b. "Party in interest" shall mean a grievant, including the grievant's 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 a grievance.
- c. "Days" shall mean calendar days, except weekends and school holidays.

Grievances shall be in writing and shall state the nature and particulars of the grievance and shall state relief sought. The failure to correctly state relief sought shall not be prejudicial.

3. Time Limits

- a. The number of days indicated at each step shall be considered as a maximum. In specific instances, steps in the grievance procedure may be merged by the mutual consent of both parties. The time limits specified may, however, be extended by written agreement of the parties in interest.
- b. If the grievant does not file a grievance in writing within thirty (30) days after he/she knows of the act or conditions on which the grievance is based, then the grievance shall be considered waived.
- c. Failure by the grievant 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. Before using the formal grievance procedure the parties shall attempt to resolve the dispute through at least one informal meeting.

4. Representation

- a. No reprisals of any kind shall be taken by either party against any participant in the grievance procedure by reason of such participation.
- b. Any party in interest may be represented on all levels of the formal grievance procedure by NASA representative(s). The Association shall have the right to be present and state its views at all stages of the procedure.
- c. Grievances by the Board shall only be initiated by the Chairman acting for the Board or by the Superintendent acting for the Board.
- d. Subject to paragraph 2 above, any party in interest may call upon the professional services of outside consultants at any stage of the procedure.

5. Records and Files

- a. The processing of all grievance documents, communications, and records shall be filed separately from the personnel file of the participant.
- b. At the option of the grievant, records of the grievance materials and supporting documents may be made available to person or persons of his/her choosing.
- c. All grievances, and decisions rendered, shall be in writing.

Both parties agree that proceedings shall be kept as confidential as is appropriate.

6. Impartial Arbitration

- a. When a grievance remains unsettled after having been fully processed through the appropriate levels designated, the Association may submit such grievance to arbitration, only if the grievance involves the interpretation and/or application of this Agreement, or an alleged violation thereof, or an alleged failure to follow the established procedures of the school district's evaluation and support program, and if such grievance does not involve rights and responsibilities conferred upon the Board, by statutes.
- b. The dispute will be arbitrated by one arbitrator mutually chosen by the parties. In the event the parties cannot agree, the arbitrator will be selected through the American Arbitration Association.
- c. The arbitrator shall render a decision in writing to all parties in interest, setting forth the findings of fact, reasoning, and conclusions on the issues submitted.
- d. The decision of the arbitrator shall be final and binding, however, the arbitrator shall not add to, subtract from, or modify the language of this Agreement.
- e. The costs for the services of the impartial arbitrator shall be borne equally by both parties in interest.

TABLE I
PROCEDURE FOR HANDLING GRIEVANCES AGAINST THE BOARD OF
EDUCATION, ITS MEMBERS OR AGENTS

<u>Level</u>	<u>Submitting Grievance</u>	<u>Reaching Meeting Decision</u>
1. Assistant Superintendent	30 days	7 days
2. Superintendent	3 days after decision	7 days
3. Board of Education	3 days after decision	10 days
4. Binding Arbitration	3 days after decision	15 days after selection of impartial arbitrator
		3 days
		5 days
		7 days
		15 days after close of hearing

TABLE II
PROCEDURE FOR HANDLING GRIEVANCES
AGAINST NASA, ITS AGENTS OR MEMBERS

<u>Level</u>	<u>Submitting Grievance</u>	<u>Meeting</u>	<u>Reaching Decision</u>
1. Individual Employee days or members	30 days	5 days	3
2. Association President	5 days after decision	5 days	5 days
3. Executive Committee	5 days after decision	10 days	5 days
4. Entire Membership	5 days after decision	10 days	7 days
5. Binding Arbitration	5 days after decision	15 days after selection of impartial arbitrator	15 days after close of hearing

ARTICLE VIII LEAVES OF ABSENCE

Leaves of absence shall be recommended by the Superintendent and approved by the Board of Education in accordance with the following provisions.

A. Personal

1. Absence without loss of pay and not deductible from sick leave may be granted as follows:

Full time administrators shall be granted two (2) days per year without loss of pay and not deducted from sick leave, for important personal or family business that can only be transacted during the school day. The individual shall give 24 hours' notice, except in cases of emergency, to his/her immediate supervisor in advance of taking the leave. The individual is not obligated to explain the reason for the leave except to state that it is being taken under this provision.

Days for personal leave shall not be used on the last day before holidays or school recesses, or the first day of school after holidays or school recesses, unless the immediate supervisor grants approval. Such approval shall not be unreasonably withheld.

Unused personal days may be accumulated to a maximum of five (5) days, no more than two (2) of which may be taken consecutively unless the immediate supervisor grants approval.

2. In those cases where pay deductions for absences by administrators and supervisors are necessary, they shall be figured by dividing the year's salary by the annual work year.
3. All requests for leaves of absence shall be decided on their merits.
4. The leave period shall not count as regular employment for the purpose of accumulating sick leave. However, any sick leave accumulated prior to the leave shall remain in effect upon return.
5. Any contractual leave granted under this Article shall be credited against any leave allowed under the Family Leave Act provided such contractual leave falls within the scope of the Act.

B. Armed Forces

Leave shall be granted for service in the Armed Forces of the United States consistent with state and federal law.

C. Health and Hardship

When an administrator has to be absent because of the critical illness of a member of the immediate family, such absences will be deducted from sick leave. The immediate supervisor shall determine the validity of these absences based on standards agreed upon by NASA and the Superintendent.

D. Extended Special

Extended special leaves may be granted by the Board of Education upon recommendation by the Superintendent of Schools to administrators who desire, for various reasons, to take prolonged absence from their work. Included in this category are employees who desire to take extended leave during pregnancy and following childbirth or adoption for purposes of child care. Extended special leaves may be granted for up to two (2) years in length.

E. Professional

When it is necessary for official representatives of the Association to engage in Association activities including the investigation and processing of grievances, attendance at meetings and hearings, they shall, upon recommendation of the

Superintendent and approval by the Board of Education, be given such free time, without loss of pay, as is necessary to perform such activities.

F. Childrearing Leave

Childrearing Leave is granted by the Board under the following provisions and conditions:

- a. The administrator applies in writing for such leave at least three (3) months in advance of the anticipated date the leave will begin.
- b. Leaves are granted for up to one-half year and shall commence immediately following the period of physical disability or, in the case of male employees, on or about the time of the child's birth. With respect to adopted children, leave shall commence on or about the time of adoption.
- c. Such leave is without pay or benefits. Benefits may be purchased at the group rates if so desired.
- d. Step at the time the leave begins is used in determining salary schedule placement upon return to work.
- e. Notification of return from leave must be made in writing to the Personnel Office at least three weeks prior to the date of return.
- f. An administrator returning from childrearing leave will be returned to the position he/she held prior to the onset of the leave. If that position no longer exists, the administrator will be appointed to an analogous position.
- g. Failure to return at the end of the childrearing leave on the part of the administrator may be construed as grounds for termination of employment.

G. Bereavement Leave

All employees shall be entitled to five (5) work days leave, without the loss of pay, in the event of death in the immediate family. The immediate family shall be defined as husband, wife, mother, father, brother, sister, child, grandfather, grandmother, mother-in-law, father-in-law, daughter-in-law, son-in-law and grandchild. Employees shall be entitled to one (1) working day leave without loss of pay in the event of the death of a brother-in-law, sister-in-law, uncle, aunt, nephew, niece or first cousin.

ARTICLE IX
EARLY RETIREMENT INCENTIVE PLAN

A. Conditions

Any administrator who has been employed by the Norwalk Board of Education for at least five (5) years, and who is eligible for retirement as defined in the Connecticut General Statutes at the time of retirement, may elect to retire early under the following conditions.

1. The administrator's last day of employment must be either January 31st or June
2. Persons hired before July 1, 2000 and electing early retirement may receive such retirement benefits for a period of eight (8) years. Persons hired on or after July 1, 2000 and electing early retirement may receive such retirement benefits for a period of three (3) years.
3. An employee furnishing documented evidence of permanent physical disability who does not qualify under the provisions of this Article may individually request the Board to be afforded all benefits of the Early Retirement Plan. Each case will be individually considered by the Board
4. Employees hired on or after July 1, 2015 shall not be eligible for benefits under this section.

B. Benefits

Each early retiree shall receive an annual stipend of Three thousand (\$3,000) Dollars during the period of time specified in three (3) above. February 1 retirees shall receive \$1,500 stipend for the remainder of that school year.

Payment shall be made at the option of the retiree but without interest and payable no later than the end of the fiscal year in which the retirement occurs.

At the option of the retiree, but without interest, the annual stipend can be received during the first month of the calendar year following early retirement.

C. Retiree's Death

In the event of the early retiree's death, during the time of eligibility for this benefit, the benefit will be paid to the early retirees' spouse. In the absence of a spouse the benefit is payable to the early retirees' eligible dependents. Eligibility of dependents will be determined in the same manner as the health benefits eligibility.

ARTICLE X PROTECTION

- A. When any administrator /supervisory personnel drive pupils to scheduled, planned, or otherwise approved activities which take place away from the school building, administrators and supervisory personnel and pupils will be fully covered by Board policies governing insurance and liability.
- B. It is recognized that inquiries or investigations need to be made when allegations or complaints are made regarding administrative/supervisory personnel. The individual concerned will be given full information, including the identity of the complainant, in sufficient time to prepare his/her defense. No conclusion will be reached or decisions made however, until after the staff member has had a full opportunity to defend himself/herself. NASA personnel have the right to have NASA representation at all meetings concerning conditions of employment or disciplinary measures.
- C. An administrator shall report immediately, in writing, to his/her immediate supervisor , any case of assault suffered in connection with his/her employment , and such supervisor shall report the incident to his/her respective supervisor.
- D. Any administrator covered by this Agreement is also covered by Section 10-235 of the Connecticut General Statutes.
- E. If criminal or civil proceedings are brought against an administrator in connection with his/her employment, such administrator may request that legal counsel be of his/her choosing. The Board or the Superintendent will consult and coordinate with NASA on each individual request. If the Board does not provide such counsel and the administrator prevails in the proceedings, then the Board shall reimburse the administrator for reasonable counsel fees incurred by him/her in defending the proceeding.
- F. Whenever an administrator is absent from school as a result of personal injury caused by an unjustified assault or accident arising out of and in the course of his/her employment, he/she shall be paid in accordance with the laws of the State of Connecticut governing Workmen's Compensation without having such absence charged to the annual sick leave or accumulated sick leave. The Board shall have the right to have the administrator examined by a physician designated by the Board for the purpose of establishing the length of time during which the administrator is temporarily disabled from performing his duties.

ARTICLE XI DUES AND SERVICE FEE DEDUCTIONS

A. Conditions of Continued Employment

All administrators represented by the Association may join the Association, pay a service fee to the Association, or do neither. The service fee shall be equal to the

proportion of Association dues uniformly required of members to underwrite the costs of collective bargaining, contract administration, and grievance adjustment.

B. Deductions

The Norwalk Board of Education agrees to deduct from the salary of each administrator an amount equal to the Association membership dues or service fee by means of payroll deductions. The amount of the deduction from each paycheck shall be equal to the total Association membership dues or service fee divided by the number of paychecks. The amount of Association membership dues and service fee shall be certified by the Association to the Board of Education prior to the opening of school each year.

C. Subsequent Employment

Those administrators whose employment commences after the start of the school year shall pay a pro-rated amount equal to the percentage of the remaining school year.

D. Forwarding of Monies

The Board of Education agrees to forward to the Association each month a check for the amount of money deducted during that month. The Board shall include with such check a list of administrators for whom such deductions were made.

E. Save Harmless

The Association shall indemnify and hold the City and the Board harmless from any liability resulting from any and all claims, suits, or any action arising from compliance with this Article, or in reliance on any list, notice, certification, or authorization furnished under this Article.

ARTICLE XII **OTHER PROVISIONS**

- A. The Board of Education feels strongly that it is the professional responsibility of every member of the staff to complete his or her annual contract. NASA recognizes this professional responsibility. NASA and the Board of Education agree to a joint educational program to emphasize the importance of contract completion to the welfare of the children in Norwalk. During the school year, the period of notice required for resignations shall be thirty (30) days.
- B. Should any article, section, sub-section, sentence, clause or phrase of this Agreement be declared to be invalid, unconstitutional or violative of any law, statute, administrative ruling or judicial decision, such declaration or decision shall not affect the validity of the remaining articles, sections, sub-sections, sentences, clauses or phrases of this Agreement which shall remain in effect.

- C. In all reference herein to any parties, the use of any particular gender, or the plural or singular number is intended to include the appropriate gender or number as the text herein may require. Similarly, the use of the words "administrator" or "supervisor" are intended to mean "administrators" and "supervisors" as defined in Article I hereof.
- D. The Board shall post this Agreement on the district website.

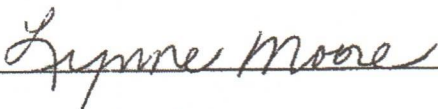
ARTICLE XIII FAIR PRACTICE

- A. Any employee who is promoted will not take a decrease if the new position begins at a lower pay.
- B. No administrator shall be disciplined or reduced in status or pay without just cause. For purposes of this provision, discipline will not include termination.

ARTICLE XV DURATION

The provisions of this Agreement shall become effective July 1, 2022 and shall continue and remain in full force and effect through June 30, 2025.

NORWALK ASSOCIATION OF SCHOOL,
ADMINISTRATORS



Date: 1/3/22

NORWALK BOARD OF EDUCATION



Date: Jan. 5, 2022

APPENDIX A-1 NASA SALARY SCHEDULE

2022-23

High School Principal	Middle School Principal Principal Briggs	Education Administrators of Curricula & Prof. Dev., Guidance & Social Services, SRBI, Specialized Instruction, MLL, World Languages, STEM & Humanities
\$204,588	\$187,993	\$187,993
\$207,022	\$190,486	\$190,486
\$209,469	\$192,926	\$192,926
\$211,905	\$195,365	\$195,365
Elementary School Principal Asst. Dir. Pupil Personnel	H.S. Assistant Principal	Middle School Assistant Principal
\$182,619	\$175,844	\$173,402
\$185,054	\$178,287	\$175,841
\$187,495	\$180,721	\$178,279
\$189,937	\$183,163	\$180,203
Assistant Education Administrators: Gifted & Talented, Humanities, Mathematics & STEM, Arts Assistant Instructional Leader	Administrator for Ctr. For Global Studies Instruct. Specialist	12 Month Pupil Personnel Services
\$165,111	\$165,111	\$168,196
\$167,308	\$167,308	\$171,097
\$169,508	\$169,508	\$173,417
\$171,438	\$171,438	\$175,737
10 Month Curriculum & Instruction Site Directors	12 Month Instructional Specialist, Admin. For NECC	12 month Elementary Assistant Prin.
\$140,195	\$174,391	\$166,654
\$143,985	\$176,589	\$169,203
\$147,776	\$178,786	\$171,461
\$151,572	\$180,716	\$173,586
12 Month Curriculum & Instruction Site Directors		
\$158,158		
\$161,473		
\$165,521		
\$169,573		

Administrators not yet on at maximum shall advance one step each year.

TRAINING LEVEL

6th + 30: \$750 Doctorate: \$1500

From an accredited university listed on the State Department of Education accreditation database.

Available only to administrators employed prior to July 1, 2020.

(Longevity - 12 years in Norwalk)

18 years: \$750 23 years: \$1250

**APPENDIX A-2
NASA SALARY SCHEDULE
2023-24**

High School Principal	Middle School Principal Principal Briggs	Education Administrators of Curricula & Prof. Dev., Guidance & Social Services, SRBI, Specialized Instruction, MLL, World Languages, STEM & Humanities
\$208,680	\$191,753	\$191,753
\$211,162	\$194,296	\$194,296
\$213,658	\$196,785	\$196,785
\$216,143	\$199,272	\$199,272
Elementary School Principal Asst. Dir. Pupil Personnel	H.S. Assistant Principal	Middle School Assistant Principal
\$186,271	\$179,361	\$176,870
\$188,755	\$181,853	\$179,358
\$191,245	\$184,335	\$181,845
\$193,736	\$186,826	\$183,807
Assistant Education Administrators: Gifted & Talented, Humanities, Mathematics & STEM, Arts Assistant Instructional Leader	Administrator for Ctr. For Global Studies Instruct. Specialist	12 Month Pupil Personnel Services
\$168,413	\$168,413	\$171,560
\$170,654	\$170,654	\$174,519
\$172,898	\$172,898	\$176,885
\$174,867	\$174,867	\$179,252
10 Month Curriculum & Instruction Site Directors	12 Month Instructional Specialist, Admin. For NECC	12 month Elementary Assistant Prin.
\$142,999	\$177,879	\$169,987
\$146,865	\$180,121	\$172,587
\$150,732	\$182,362	\$174,890
\$154,603	\$184,330	\$177,058
12 Month Curriculum & Instruction Site Directors		
\$161,321		
\$164,702		
\$168,831		
\$172,964		

Administrators not yet on at maximum shall advance one step each year.

TRAINING LEVEL

6th + 30: \$750 Doctorate: \$1500

From an accredited university listed on the State Department of Education accreditation database.

Available only to administrators employed prior to July 1, 2020.

(Longevity - 12 years in Norwalk)

18 years: \$750 23 years: \$1250

**APPENDIX A-3
NASA SALARY SCHEDULE
2024-25**

High School Principal	Middle School Principal Principal Briggs	Education Administrators of Curricula & Prof. Dev., Guidance & Social Services, SRBI, Specialized Instruction, MLL, World Languages, STEM & Humanities
\$212,854	\$195,588	\$195,588
\$215,385	\$198,182	\$198,182
\$217,931	\$200,721	\$200,721
\$220,466	\$203,257	\$203,257
Elementary School Principal Asst. Dir. Pupil Personnel	H.S. Assistant Principal	Middle School Assistant Principal
\$189,996	\$182,948	\$180,407
\$192,530	\$185,490	\$182,945
\$195,070	\$188,022	\$185,482
\$197,611	\$190,563	\$187,483
Assistant Education Administrators: Gifted & Talented, Humanities, Mathematics & STEM, Arts Assistant Instructional Leader	Administrator for Ctr. For Global Studies Instruct. Specialist	12 Month Pupil Personnel Services
\$171,781	\$171,781	\$174,991
\$174,067	\$174,067	\$178,009
\$176,356	\$176,356	\$180,423
\$178,364	\$178,364	\$182,837
10 Month Curriculum & Instruction Site Directors	12 Month Instructional Specialist Admin. For NECC	12 month Elementary Assistant Prin.
\$145,859	\$181,437	\$173,387
\$149,802	\$183,723	\$176,039
\$153,747	\$186,009	\$178,388
\$157,695	\$188,017	\$180,599
12 Month Curriculum & Instruction Site Directors		
\$164,547		
\$167,996		
\$172,208		
\$176,423		

Administrators not yet on at maximum shall advance one step each year.

TRAINING LEVEL

6th + 30: \$750 Doctorate: \$1500

From an accredited university listed on the State Department of Education accreditation database.

Available only to administrators employed prior to July 1, 2020.

(Longevity - 12 years in Norwalk)

18 years: \$750 23 years: \$1250

APPENDIX B: NASA HEALTH INSURANCE

HIGH DEDUCTIBLE HEALTH PLAN WITH HEALTH SAVINGS ACCOUNT

Preventive Services	Covered at 100% not subject to Deductible
Office Visit	All Covered Expenses Subject to Deductible and Coinsurance
Urgent/Emergency	
Inpatient	
Outpatient	
	<u>2017-2018*</u>
Deductible	\$2500/5000
Coins. (In/Out)	100/80%
OOP Max (Ded+Coins)	\$5000/10,000
Prescriptions	Covered until deductible met then \$10/25/40
HSA Funding by the Board	50% of Deductible

OPTIONAL PLAN FOR EMPLOYEES INELIGIBLE FOR HDHP WITH HSA ONLY*

2017-2018*

<u>In-Network Option</u>	<u>Out-Of-Network</u>
Office Visit	\$25
Preventive Visit	\$25
Emergency	\$100
Urgent	\$50
Inpatient	\$250
Outpatient	\$150

Out-Of-Network

Deductible	\$300/600/900
Coins. Maximum	\$1200/2400/3600
OOP Maximum	\$1500/3000/4500
Rx Retail	\$10/25/40
Rx Mail	\$20/50/80

III. **Dental**

Co-insurance	100/80/80/50%	100/80/80/50%	100/80/80/50%
Annual Maximum	\$3,000	\$3,000	\$3,000
Lifetime Maximum	\$3,000	\$3,000	\$3,000

MEMORANDUM OF AGREEMENT

In the recently-concluded negotiations between the Norwalk Board of Education and the Norwalk Association of School Administrators ("NASA"), the parties reached the following additional agreements:

The parties shall continue their discussions on equitable allocation of responsibilities among principals during summer school.

Norwalk Board of Education

Norwalk Association of School Administrators

By _____
Date

By _____
Date

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