

COMPREHENSIVE GROUP CONTRACT
BETWEEN
NORWALK BOARD OF EDUCATION
AND
NORWALK FEDERATION OF TEACHERS
LOCAL 1723, AMERICAN FEDERATION OF TEACHERS, AFL-CIO

September 1, 2023 - August 31, 2026

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PREAMBLE

The Board of Education of the City of Norwalk and *the Norwalk Federation of Teachers, Local #1723, American Federation of Teachers, AFL-CIO*, hereby agree that the welfare of the children of Norwalk is paramount in the operation of the school system and will be diligently promoted by both parties and that the good morale, health, and safety of the school staff is necessary to the greatest welfare of the children.

To promote these objectives, the parties do hereby agree as follows:

ARTICLE I GENERAL

1. This Agreement is negotiated under Connecticut General Statute 10-153f in order (a) to fix for its term the salaries and other conditions of professional practice provided herein, and (b) to continue to promote effective and harmonious working relationships between the Board, the Federation and the professional staff in order that the cause of public education may be best served in Norwalk.
2. The Federation recognizes that the Board is the duly elected representative of the people of the City of Norwalk. The Federation further recognizes that the ultimate responsibility for the operation of the Norwalk Public Schools is solely that of the Board. The Federation, as the duly elected representative bargaining agent of the teachers of the Norwalk Public Schools, recognizes its responsibility to cooperate with the Board in discharging said responsibility.
3. Despite references herein to the Board or the Federation as such, each reserves the right to act hereunder by committee, individual member or designated representative, whether or not a member. Each party will provide to the other, upon request, satisfactory evidence (such as official minutes or certificate of resolution) of authority to so act.
4. Any previously adopted policy, rule or regulation of the Board which is in conflict with a provision of this Agreement shall be superseded and replaced by this Agreement. Nothing in this Agreement which changes pre-existing Board policy, rules or regulations shall operate retroactively unless expressly so stated. Each school shall have a copy of the Board Regulations and Policy manual kept readily available in the school office. The N.F.T. shall have six (6) copies. Any additions or changes shall be supplied as soon as practicable. It is understood that certificated personnel shall continue to serve under the direction of the Superintendent and in accordance with Board and administrative policies, rules and regulations, provided that the provisions of this Agreement shall supersede and prevail over any conflicting provisions. The Board will not make any change in any policy, rule or regulation affecting salaries or other conditions of employment of teachers without prior consultation and negotiation with the Federation.
5. Subject to the provisions of this Agreement, the Board and the Superintendent reserve and retain full rights, authority and discretion in the proper discharge of their duties and responsibilities to control, supervise, and manage the Norwalk Public Schools and its professional staff under governing law, ordinances, rules and regulations, municipal, state and

federal. In all matters under this Agreement calling for exercise of judgment or discretion on the part of the Board, the decision of the Board shall be final and binding except where some other standard of grievability is set forth in this Agreement.

6. Nothing in this Agreement shall in any way limit or contravene the authority of the Norwalk Board of Estimate and Taxation or any other municipal, state or federal board, commission, agency or other governmental body.
7. There shall be no Board reprisals of any kind taken against any certificated teacher by reason of their membership or non-membership in the Federation, or participation or non-participation in its activities.
8. The Board shall assume the cost of printing this Agreement and the Federation shall assume the responsibility of distributing it to all teachers covered by said Agreement. The Agreement shall be printed and given to the Federation for distribution within a reasonable time. The printing shall be done within the Board.
9. No teacher shall be discriminated against due to race, color, religion, creed, sex, age, marital status, political beliefs or activities, national origin, physical handicaps or sexual orientation as provided by law.
10. If any provision of this Agreement is or shall at any time be determined to be contrary to law, then such provision shall not be applicable, performed or enforced except to the extent permitted by law, and any substitute action shall be subject to appropriate consultation and negotiation with the Federation. In the event that any provision of this Agreement is or shall be determined to be contrary to law, all other provisions of this Agreement shall continue in effect.

ARTICLE II DEFINITIONS

In the construction of the following individual Articles of Agreement, words and phrases shall be construed according to the commonly approved usage of the language; and technical words and phrases such as have acquired a peculiar and appropriate meaning in education shall be construed and understood accordingly.

As used in this Agreement the following terms shall have the respective meaning as set forth below:

1. "Board" - The Board of Education of the City of Norwalk, Connecticut or a committee of the Board.
2. "Superintendent" - The Superintendent of Schools for the City of Norwalk, Connecticut
3. "Federation" - The Norwalk Federation of Teachers or any subsequent or successor bargaining agent.

4. "Teacher," "Certificated Personnel" and "member of the unit" - all members of the teachers' unit as defined by Conn. Gen. Stat. § 10-153b(b).
5. "Building Steward" - The duly designated representative of the Norwalk Federation of Teachers in each school building.
6. "Teacher's Initial Contract" - That contract issued each teacher verifying employment for a probationary period in the Norwalk Public Schools in accordance with the Connecticut Tenure Act, Section 10-151 as amended.¹
7. "Teaching Periods" - The teaching periods are those periods in which a teacher is actively involved with the pupil in the act of teaching.
8. "Preparation Periods" - Preparation periods are those periods in which the teacher is involved in the preparation of classroom materials and plans.
9. "Subject Disciplines" - Subject Disciplines shall mean major areas in the curriculum such as Science, Math, Language Arts, etc.
10. "Subject Fields" - Subject Fields shall mean sub-divisions of the subject discipline.
11. "Transfers" - Transfers shall mean the moving of a teacher from one building to another.
12. "Change in Assignments" - Change in assignments shall mean the alteration of grade level and/or subject disciplines for which a teacher is responsible within a building.**
13. The term "conditions of professional practice" is considered to be synonymous with the phrase "conditions of employment" as used in Connecticut General Statutes Section 10-153 et seq.
14. "Seniority" - Seniority shall mean a teacher's length of continuous contract service within the Norwalk Public Schools starting with the teacher's most recent date of hire. Other specific Articles of the Agreement shall define the circumstances when continuous service may be interrupted without adversely affecting the teacher's seniority.
15. "Immediate family" shall be defined as spouse, mother, father, stepmother, stepfather, brother, sister, child, stepchild, grandfather, grandmother, mother-in-law, father-in-law, daughter-in-law, son-in-law, or grandchild.

ARTICLE III RECOGNITION

The Board recognizes the Federation for the purpose of professional negotiation as the exclusive representative of all teachers (hereinafter referred to as "Members of the Unit") as defined in Article II (4) employed by the Board pursuant to and with all the rights and privileges as provided by Connecticut General Statutes Sec. 10-153 et seq.

¹ Individual contracts will be subject to rewording if Tenure Act is eliminated or changed, as provided in Article XXI.

** The definitions are not intended to alter the meaning or the established application of Article XX.

ARTICLE IV FEDERATION RIGHTS

1. It is the intent and purpose of the parties hereto that their agreements continue to promote the quality of education in the City of Norwalk by providing for orderly professional negotiations between the Board and the Federation.
2. As of the time they are made available to the Board, the Board shall provide the Federation with copies of documents relating to the budget for the next fiscal year, including preliminary budgetary proposals, requirements and allocations. The Board shall provide the Federation with copies of all budget reports made available to the Board.
3. In all matters dealing with salaries, fringe benefits and conditions of employment other than those already contained in the present Agreement, the Board will consult with the Federation. At the request of either party, the consulting committees shall meet within four days of receipt of such requests and shall continue to meet until (1) the matters being discussed have been resolved by agreement, or (2) no agreement having been reached and mediation procedures under Section 10-153F (b) of the General Statutes of Connecticut have been invoked.
4. Duly authorized Federation representatives shall be granted access to all schools at all times by the Board in accordance with Board policy.
5. The complete minutes, if any, of all open Board meetings shall be sent to each school electronically with an electronic copy to the President of the Federation within a reasonable period of time.
6. The Federation President shall teach a half-time load i.e. three (3) classes per day or the equivalent. The Federation President shall be relieved of all extra duties. The Federation President shall have flexibility in the scheduling of their preparation periods to perform their responsibilities as President.

The Federation shall reimburse the Board for fifty percent (50%) of the cost of the salary and fringe benefits of the Federation President.

On or before July 1 in each year, the Federation may elect to release the President from all teaching and all other assignments for the following school year. If said election is made, the Federation shall reimburse the Board of Education for one hundred percent (100%) of the Federation President's salary and fringe benefits at the group rate for the period of the full release. Upon completion of their term of office, the President shall be returned to their former teaching position or comparable position if the former position doesn't exist, with no loss of salary, fringe benefits, seniority, or other rights and privileges granted by this Agreement or law.

7. The Federation shall hold the Board and City harmless against any and all claims, demands, liabilities, law suits, counsel fees, or other cost which may arise out of, or by reasons of, actions taken against the Board as result of administration of the provision of this section.

8. Federation Leave.

- a. When it is necessary for official representatives of the Federation to engage in Federation activities, including the investigation and processing of grievances, and/or attendance at meetings and hearings, they shall, upon approval of the Superintendent, be given such free time without loss of pay as is necessary to perform such activities.
- b. One (1) certificated teacher designated by the Federation shall, upon request, be granted a leave of absence without pay for their term of office or four (4) years whichever occurs first for the purpose of engaging in Federation activities on the local, state, or national level. Fringe benefits can be purchased at the group rate. Upon return to the school system, the teacher shall be returned to the first available opening for which they are certified and qualified.

**ARTICLE V
CONSULTATION**

1. In order to promote better communications between the administration and the teachers, the parties hereto agree to the following:
 - a. Consultation by the Superintendent and/or his representatives with representatives of the Federation at least once a month during the calendar year on administration of the Agreement. School level issues should be raised first at that level. By mutual agreement the parties may not meet during a given month. The parties shall exchange agenda indicating the matters they wish to discuss no later than seven days prior to the scheduled meeting date.
 - b. Consultation by the Principal or other head of each school and their representatives and the building steward's committee from the school at least once a month during the school year on the implementation of the Agreement. It is understood that the purpose of these meetings is a give and take for better communications, and no agreement to change working conditions shall be made at the building level. It is further understood that no reprisals shall be taken by any party as a result of these consultations.
 - c. Consultation by the Director of Pupil Personnel Services and their representatives and Federation-designated Special Education certificated personnel shall occur at least once a month during the school year on matters related to the implementation of the special education program and its impact upon teachers, provided that working conditions shall not be changed through such consultation.
2. The Board and the Federation are dedicated to the principle of the continuous improvement of the total educational opportunities for children of the Norwalk Public Schools. In furtherance of this joint objective, the Federation and the Board agree to work toward planning educationally innovative programs geared to the specific needs of the children of Norwalk.

ARTICLE VI GRIEVANCE PROCEDURE

1. Purpose: To secure at the lowest possible level solutions to grievances as defined below.
2. Definitions.
 - a. "Grievance" shall mean a claim based upon an event or condition which affects the welfare or conditions of a teacher, or group of teachers, or a dispute arising over the interpretation or application of the provision of this Agreement or an alleged violation thereof.
 - b. The term "grievant" shall mean (1) an individual teacher, (2) a group of teachers having the same grievance, (3) the Federation.
 - c. "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.
 - d. "Days" shall mean calendar days, except weekends and school holidays. It is understood that during the summer months any change in grievance procedure shall be by mutual agreement of the parties in interest.
3. Time Limits.
 - a. The number of days indicated at each step shall be considered as 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 the thirty (30) days after they knew of the act or conditions on which the grievance is based, then the grievance shall be considered waived.
 - c. Grievances shall be in writing, using the form set forth as Appendix A-10 to this Agreement, 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. Grievances may be filed and responses may be given electronically, with an originally signed copy to follow.
 - d. 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. Failure of any party to answer within the specified time limits shall be deemed a denial of the grievance, so that the grievant may process such grievance to the next step.

- e. Before using the formal grievance procedure, the parties shall attempt to resolve the dispute through at least one informal meeting, and meetings will occur at a mutually convenient time and place.
- f. If the grievance arises out of an action above the level of an appropriate administrator, the grievance shall be submitted directly to the Superintendent and processed at level two.

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 grievance procedure by a person of their own choosing. When a teacher is not represented by the Federation, the Federation shall have the right to be present and state its views at all stages of the procedure.
- c. Subject to Paragraph b above, any party in interest may call upon the professional services of outside consultants at any stage of the procedure.
- d. All grievances and decisions rendered shall be in writing. At each level of the grievance procedure, the written decision shall include the reason(s) for such decision provided; however, no such written decision shall be interpreted to waive any procedural or substantive claim stated by either party at a subsequent level of the grievance procedure.
- e. Both parties agree that proceedings shall be kept as confidential as appropriate.

5. **TABLE I: PROCEDURE FOR HANDLING GRIEVANCES AGAINST THE BOARD, ITS MEMBERS OR AGENTS.**

LEVEL:	DEADLINE FOR SUBMITTING GRIEVANCE:	DEADLINE FOR MEETING:	DEADLINE FOR REACHING DECISION: (after meeting)
1. Appropriate Administrator	30 days(1)	10 days(2)	14 days(3)
2. Superintendent or Designee	14 days(4)	14 days(2)	21 days(3)
3. Board Or Committee Of The Board	14 days(4)	30 days(2)	7 days(3)
4. If Taken To Arbitration	15 days(4)		

- (1) after the grievant knew or should reasonably have known of the incident giving rise to the grievance.
- (2) after receipt of the grievance.
- (3) after meeting is concluded.
- (4) after date of the decision.
- (5) filed with the Board Chairperson through the Superintendent's office.

6. Arbitration Level.

- a. When a grievance remains unsettled after having been fully processed through the appropriate level designated, such grievance may be submitted to arbitration, only if the grievance involves the interpretation and/or application of this Agreement or an alleged violation thereof and if such grievance does not involve rights and responsibilities conferred upon the Board by Statute.
- b. Upon written request of the Federation, a grievance may be submitted to the American Arbitration Association for arbitration in accordance with its rules, provided such request is made within fifteen days after the decision is rendered at Step 3.
- c. The arbitrator shall hear only one grievance at a time. Their decision will be in writing and will set forth their findings of fact, reasoning and conclusions of the issues before them. The arbitrator shall not add to, subtract from or modify the language of this Agreement; they shall have no power or authority to make any decision which requires the commission of an act prohibited by law or which violates the terms of this Agreement. The decision of the arbitrator shall be final and binding upon all parties in interest.
- d. The cost of arbitration shall be borne equally by the Board and the Federation.

**ARTICLE VII
SALARIES AND SEVERANCE**

1. Salaries.

- a. The salaries of all teachers covered by this Agreement are attached hereto and made a part of this Agreement.
- b. Salaries to be paid from year to year shall be that paid by the Board to employees of training and experience for similar professional practice.
- c. Salary payments to certificated personnel shall be by direct deposit and shall be made every other Friday for a total of twenty-six (26) payments. The Board will provide salary payment notification when payments are made, electronically. Teachers may choose the above method or may elect twenty-two (22) payments.
- d. Extra compensation schedules for certificated personnel employed in extra compensation positions are set forth in the extra compensatory stipend schedules in the Appendices which are attached hereto and made a part of this Agreement.
- e. All teachers working half-time or more shall receive all rights and privileges and fringe benefits of the Agreement except that they will be paid on a pro-rated basis on the appropriate step of the appropriate salary schedule.

- f. In order to assure that the placement of personnel employed in new positions in the school system bears an appropriate relationship to existing salary schedules affecting other staff members, it is agreed that in the event any new position is established for the employment of certificated professional personnel, the Board and/or the Superintendent shall provide two weeks in which to consult with the Federation of the establishment of the salary schedule for such position prior to the announcement of such position.

2. Severance.

- a. As an expression of the Board's appreciation for long and dedicated service to the Norwalk Public Schools, retiring certificated personnel who have completed twenty-two (22) or more years of service in Norwalk will be granted severance pay for unused sick leave up to a maximum of fifty-five (55) days for the duration of this contract. A four percent (4%) reduction will be made for each year less than twenty-two (22) years of service to fifteen years of service which is the minimum service required to be eligible for severance pay. However, teachers who provide written notification to the Board of Education of their retirement by February 1 of the year of their retirement shall receive one additional severance day. Said teacher shall receive one additional severance day if the written notification is prior to January 1, one additional severance day if the written notification is prior to December 1, one additional severance day if the notification is prior to November 1, one additional severance day if the notification is prior to October 1, and one additional severance day if the notification is prior to September 1 in the academic year of the intended retirement.
- b. The amount of severance pay shall be computed by multiplying the number of days of accrued sick leave by the percentage of years of service to which the certificated teacher is entitled (e.g.: 22 or more years service = 100%; 17.6 years service = 80%; etc.).

If the result is larger than the maximum allowance, the certificated teacher shall be paid a daily rate (for teachers computed by dividing the annual salary by 1/200 for each day of leave up to the maximum allowance). If the result is lower than the maximum allowance, the certificated teacher shall be paid a daily rate for each day.

- c. Severance pay for unused sick leave up to a maximum of fifty-five (55) days shall be paid as a death benefit to the estate of a teacher who dies while on active service.
- d. At the option of the retiree, but without interest, severance pay can be received during the first month of the calendar year following retirement.
- e. The severance pay set forth above, paragraphs 2a-d of this Article, shall not apply to bargaining unit members hired after August 31, 2010.

ARTICLE VIII
TEACHER'S SALARY SCHEDULE PLACEMENT

1. **DEFINITIONS:** The terms used in the salary schedules shall be interpreted and applied in accordance with the following definitions:
 - a. Bachelor: A baccalaureate degree earned at an accredited college or university.
 - b. BA + 30: A Master's degree earned at an accredited college or university; or completion of thirty (30) graduate credits beyond the baccalaureate degree in a program given prior approval by the Superintendent.
 - c. BA + 60: A Sixth Year level of training refers to (1) a planned program of graduate study subsequent to the completion of the Master's Degree, or (2) a second Master's Degree in a discipline other than the discipline in which the initial Master's Degree was attained, or (3) the completion of sixty (60) credits beyond the baccalaureate degree in a program given prior approval by the Superintendent, (4) completion of a masters' degree program in school social work, school psychology, school counseling, or speech and language pathology that required sixty (60) or more credit hours.
 - d. BA + 90: The completion of ninety (90) credits beyond the baccalaureate degree in a program given prior approval by the Superintendent.
 - e. Doctorate: A Doctor's degree earned at an accredited college or university.
 - f. All credits for horizontal advancements shall be obtained at a regionally-accredited college or university and shall be in the field of education, the discipline in which a teacher teaches (e.g., Biology), and/or areas that will contribute to the teacher's overall improvement as it relates to the teacher's current assignment or potential professional advancement, provided that the Superintendent may deny prior course approval or such credits when the course or the credits do not meet the standards set forth above or if the teacher requests approval of more than nine credits in an academic semester (excluding the summer).
 - g. Foreign transcripts shall be assessed by a translation agency recognized by the Connecticut State Department of Education. The assessment of the translation agency shall be used to determine the recognition of an undergraduate or post graduate degree and/or the number of graduate credits for salary placement.
2. **PLACEMENT:** All members of the unit shall be placed on the appropriate step in the salary schedule, taking into consideration the following:
 - a. Degree status as defined in Section 1 above.
 - b. Full credit for previous contract teaching experience in public, accredited private, and military dependency schools, provided that such experience shall have been continuous service of at least one-half (1/2) of any school year. Intermittent or short-run substitute service will not be credited as previous contract teaching experience.

- c. Full credit for teaching service in the Peace Corps and Teacher Corps or employment in the Norwalk Federation of Educational Personnel (NFEP) bargaining unit, up to two (2) years.
- d. Credit for up to two (2) years for active service in the Armed Forces of the United States.
- e. The combined credit for prior service in the Peace Corps, Teacher Corps, NFEP, and Armed Forces of the United States shall be a maximum of four (4) years.
- f. In granting teachers credit as set forth above for initial step placement, the Superintendent shall follow the attached Initial Step Placement Chart to assure that new teachers are not granted service credit greater than credit has been granted for service in the Norwalk Public Schools. Notwithstanding the foregoing, after consultation with the President of the Federation, the Superintendent may give up to three (3) steps credit for new teachers working in shortage areas as identified by the Commissioner of Education.
- g. Fulltime teachers who are hired on or before the 90th student school day in any school year who complete that school year without any extended leaves of absence, shall receive full credit for working that school year; teachers hired after the 90th student school day will not receive credit for that school year. The same rule will apply to salary schedule placement of newly hired teachers seeking credit for prior work experience.
- h. Any teacher working half-time with the Norwalk Public Schools who elects to teach full-time shall receive proportional salary credit (i.e., one year of credit for each two years served) based on the number of school years served.

3. **Movement to Higher Salary Levels:**

- a. Graduate credits to qualify for a higher salary level shall have been taken within the most recent ten (10) year period, unless the Superintendent determines, in a particular case, that educational considerations make it desirable to accept the credits earned at an earlier time. The Superintendent or designee shall provide the teacher who has applied in a timely way for said course or courses approval prior to the course's starting date. Teachers shall apply for approval at least six weeks in advance of the start of the course, and the Superintendent or designee shall respond within four weeks if reasonably possible and otherwise prior to the course's starting date.
- b. Annually, no later than October 1, teachers shall report to the Department of Human Resources all degrees and credits toward salary lane changes earned during the past year.
- c. Teachers shall become eligible for advancement to the next salary schedule column (BA + 30, BA + 60, BA +90) upon attainment of a degree or certificate or completion of thirty credits under a program granted prior approval by the Superintendent.

- d. Change of classification at any level shall be effective at the beginning of the school year or at the beginning of the second semester, respectively, upon completion of requirements for that level. Notice of such change shall be on file prior to the preceding January 31.
- e. If a teacher holds a Master's Degree, 6th Year Certificate or 7th Year Certificate at the time of receiving a contract in Norwalk, the teacher is credited with the M.A. level (BA + 30) or 6th Year (BA + 60), or 7th Year (BA + 90), regardless of how many credits it took to earn that degree or certificate. Only graduate credits earned subsequent to the Master's Degree, 6th Year Certificate or 7th Year Certificate are applicable to further salary advancement.
- f. If a teacher enters into contract in Norwalk while working toward a Master's Degree (BA + 30), 6th Year Certificate (BA + 60), or 7th Year Certificate (BA + 90), that teacher shall move to BA + 30, BA + 60 or BA + 90 upon receiving such credits, degree or certificate in accordance with subparagraphs b, c and d above. Teachers who were placed on the BA + 15, BA + 45 or BA + 75 on or before September 15, 2015 shall be grandfathered and may remain on such salary degree column.

ARTICLE IX LEAVES OF ABSENCE

1. Sick Leave.

- a. Each teacher shall be credited with fifteen (15) days sick compensation at the beginning of each school year. Teachers who enter employment in Norwalk during the school year will be credited with 1 1/2 days sick leave each month remaining in the school year.
- b. During the first three years of service, if a teacher resigns during the school year, sick benefits shall be adjusted according to the actual length of service. If the teacher has used more sick days than they have earned as of the date of their resignation, either their final salary check shall be adjusted or they shall be billed for overpayment. If, after three years' service in Norwalk such a situation occurs, the teacher shall not be obliged to return any overpayment but the matter shall be referred to the Board for a decision on the individual's case.
- c. Sick leave may be accumulated up to a maximum of 186 days. Teachers who have accumulated more than 186 days by the end of the 2009-2010 school year shall be permitted to retain days in excess of 186. Should those excess sick leave days be used by the teacher, they may not be replenished beyond the maximum of 186 days. Teachers at a school with more than 186 days will be permitted to accumulate sick days up to a maximum that is equal to the number of days in that school. Should such a teacher subsequently be assigned to a school with fewer work days, they shall be permitted to retain accumulated sick days in excess of 186, but such days shall not be

replenished. All sick leave shall cease to exist on the day of retirement or termination of contract. Sick leave will not be accumulated during time teachers are on leave.

- d. Teachers who are absent, or know they will be absent from work for reasons of personal health, shall do everything possible to help maintain an efficient school program by providing the Superintendent or those whom he designates, upon request, with information relative to their absence.
- e. After expiration of regular and accumulated sick benefits, each teacher shall receive the difference between their salary and the prevailing per diem pay for a substitute for a period of forty (40) days. The use of this emergency forty days paid leave will not be allowed for time that is not doctor-certified as disability. Should it become necessary to pay a substitute higher than that of a prevailing per diem substitute, the pay for the absentee teacher shall remain as stated above, and the difference shall be absorbed by the Board. This benefit shall be available one time during the teacher's employment in the Norwalk Public Schools.
- f. Should absence due to illness continue beyond the time for which compensation is provided by this Agreement, the Board shall consider an extension of sick benefits. Length and quality of service in Norwalk and record of attendance shall be of prime consideration.
- g. When a teacher is absent from work for reasons of personal health for more than seven (7) consecutive days, the Superintendent or his designee may require the teacher to submit a written statement from a physician stating the reason for absence and the length of time they anticipate the teacher to be unable to return to work. The Superintendent, or their designee, is authorized with the teacher's consent, to communicate with the physician to seek, at the Board's expense, their opinion of the probable duration of the teacher's disability. Such information received shall be treated as confidential in nature. The Board reserves the right to require after seven (7) consecutive school days of absence, that the teacher be examined at the Board's expense, by a physician of the Board's choice in order to determine eligibility of the teacher to continue to receive sick benefits. In cases where the Board does not designate an examining physician, the Board shall reimburse the employee for reasonable and customary cost for the physical examination.

In addition, the Superintendent or the Director of Human Resources may require a signed statement from a licensed physician to verify the nature of absences when they have reasonable suspicion of a pattern of abuse of sick leave. In all such cases, the Federation shall be notified of such verification requirement.

- h. These provisions shall apply to all disabilities including those caused or contributed to by pregnancy, miscarriage, childbirth and recovery therefrom.
- i. Persons becoming teachers who have accrued sick and/or personal days in another Norwalk Board of Education bargaining unit shall be able to transfer them.

- j. Certified staff who go on FMLA leave will be allowed to use sick or personal time for paid leave only during the period of disability certified by a doctor. During unpaid FMLA leave, a certified staff member is responsible for paying the insurance premium cost.
- k. Teachers who resign their position from the Norwalk Public Schools and are rehired within five (5) years shall have their accumulated sick days and personal days restored.

2. Extended Special Leave.

Extended special leaves approved by the Board upon the recommendation of the Superintendent are granted under the following provisions and conditions:

- a. Such leaves are normally for up to a maximum of one (1) calendar year.
- b. Such leave is without pay. Employees granted extended special leaves of absence without salary shall be permitted to continue the insurance benefits to which they are entitled at the time of application. Employees must assume 100% of the cost of these benefits.
- c. Experience step level does not continue during period of leave, but the step at the time the leave begins is used in determining salary schedule placement upon return to work.
- d. Upon application made before the expiration of leave, the teacher shall be entitled to receive an appointment to a position for which the teacher is qualified.
- e. If the leave has been granted because of illness and/or disability including pregnancy and childbirth, the teacher is required to provide a physician's statement declaring the teacher to be able to return to work.
- f. Failure on the part of the teacher to request return to duty or extension of leave by the expiration of leave shall be construed to mean resignation from employment.
- g. Upon expiration of leave, if no position is available for which the teacher is certified and qualified, the leave shall be extended until such time as a position is available, or for a period of one (1) year, whichever comes first.
- h. A teacher shall give a reason for the requested leave.

3. Leave of Absence Without Salary.

The purpose of leaves of absence without salary is to allow the teacher to pursue opportunities directly related to current or potential educational responsibilities. Leaves of absence without salary may be granted to certified staff members by the Board of Education upon the recommendation of the Superintendent of Schools, subject to the following:

- a. Employees who have completed five (5) full years of service in the system may apply for a school year's leave of absence (September 1 through August 31).

- b. Leaves without salary may be taken for a full school year or for either the first half or the second half of the school year.
- c. No employee shall be granted a school year leave of absence without pay more than once in any five (5) year period.
- d. Applications must be submitted, in writing, to the Superintendent of Schools prior to February 1 of the school year for which the leave is being requested. Applicants need to give reason(s) for which leave of absence without salary is requested.
- e. Leaves of absence without salary may be recommended by the Superintendent. Successful applicants will be notified, in writing, no later than March 1.
- f. Requests for leave may be withdrawn by the applicant no later than April 1 or 30 calendar days after Board grants the leave, whichever is later.
- g. Employees granted a school year's leave of absence without salary shall be permitted to continue insurance benefits to which they are entitled at the time of application. Employees must assume 100% of the costs of these benefits.
- h. Employees on leave may make voluntary contributions to the retirement plan in accordance with state law.
- i. Any employee on leave of absence without salary shall inform the Superintendent of Schools, in writing, by registered mail, no later than February 1 of the year of the leave of their intention to return as of the beginning of the following school year. Failure to inform prior to February 1 of the intent to return shall be construed as a resignation from employment.
- j. Salary scale credit for the year of absence is at the discretion of the Superintendent of Schools.
- k. While on leave of absence, an employee is subject to the same reduction in force possibilities and provision as though they were on active service.
- l. A teacher returning from a leave of absence without salary shall be guaranteed a position for which they are certified and qualified.
- m. Upon returning to service, an employee shall be entitled to restoration of sick leave accumulation, step, and all other accumulated benefits in effect at the time of the beginning of the leave of absence.
- n. Availability of satisfactory replacement for the individual may be a factor in granting of leave.

4. Child Rearing Leave.

Child rearing leaves are granted by the Board under the following provisions and conditions:

- a. Such leaves are without pay or benefits. Benefits may be purchased at the group rates if so desired.
- b. Experience step level does not continue during the period of leave, but the step at the time leave begins is used in determining salary schedule placement upon return to work.
- c. Notification of desire to return from leave at the beginning of a given school year must be made in writing to the Talent Office no later than the previous June 30.
- d. Leave without pay for a period not to extend beyond (2) complete school years shall be granted teachers requesting child-rearing leave (which may include adoption). The date established for the beginning of such leave shall be determined by the teacher. The request shall be submitted at least thirty days prior to the date on which the leave would be scheduled to begin or as soon as the employee becomes aware of the need for leave, whichever is later.
- e. A teacher is eligible for two (2) years of child-rearing leave after the birth of each child. To be eligible for a subsequent child-rearing leave, a teacher must return to duty and perform in a full-time teaching assignment for at least one (1) school year before the start of a subsequent leave.
- f. The Board may require that the termination of such leave coincide with the end of a school year, the end of a semester, or some other point as it determines with the needs of the school system to avoid disruption. This provision shall not be construed to require while illness or disability precludes a teacher's return.
- g. A teacher returning from child-rearing leave in the first year shall return to the position held prior to the commencement of the leave. If that position no longer exists, the teacher shall be assigned to an analogous position.
- h. A teacher who extends a child-rearing leave into a second school year shall be entitled to return to a position within the teacher's certification area.
- i. Failure on the part of the teacher to request return to duty or extension of leave by the expiration of leave shall be construed as a resignation from employment.
- j. Upon expiration of leave, if no position is available for which the teacher is certificated and qualified, the leave shall be extended until such time as a position is available, or for a period of two (2) years, whichever comes first.
- k. A teacher who is the non-birth parent of a newborn and who has responsibilities for the care of the child or the birth parent of the child shall be entitled to ten (10) consecutive days leave, which shall be charged to accumulated sick leave.
- l. A teacher granted leave benefits under this section shall have such leave benefits credited against their Family Medical Leave Act benefits.
- m. A teacher shall provide the Board with thirty (30) days' advance notice of intention to take a Child-Rearing leave, if the leave is reasonably foreseeable.

5. Health and Hardship Leaves.

When a teacher is absent because of critical or serious illness of a member of the immediate family, such absence(s) will be deducted from the teacher's personal days to the extent available, and then up to five days shall be deducted from the teacher's sick leave, and shall thereafter be unpaid.

6. Personal Days.

- a. Absences are granted without loss of pay and not deductible from sick leave as follows:

Full time teachers shall be granted two 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. To provide for substitute coverage, teachers shall inform their immediate supervisor of the anticipated need for a personal day as far in advance as possible. The individual must give forty-eight hours notice, except in cases of emergency, to their immediate supervisor in advance of taking the leave. The individual is not obligated to explain the reason for their 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.

- b. Teachers may carry forward one unused personal day each year. 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.

7. Military Leave.

Leave shall be granted for service in the Armed Forces of the United States in accordance with Board Policy and Administrative Regulation 4151.9.

8. Peace Corps/Teacher Corps.

Leave shall be granted for teaching service in the Peace Corps and/or Teacher Corps and such leave shall be considered as active employment by the Board and entitle the teacher to a maximum of two (2) years credit for salary purposes.

9. Exchange Teacher Leave.

Teachers shall be granted the opportunity to participate in an exchange teacher program in the United States or a foreign country upon recommendation of the Superintendent and approval of the Board with the following provisions:

- a. The Norwalk Board shall continue its exchange teacher under regular salary status.

- b. All rights and privileges of the Norwalk teacher shall continue in effect during the exchange period.
- c. Teachers shall receive salary credit for participation in the Fulbright Teacher Exchange Program.

10. Sabbatical Leave.

- a. A sabbatical leave of absence may be granted to regular full-time members of the professional staff. The granting of such leave is subject to approval of the Board upon recommendation of the Superintendent, when in their considered judgment, the professional competence of the staff members and the general welfare of the Norwalk Public Schools will be benefited. Sabbatical leave is granted to regular, full-time members of the professional staff for the purpose of improving their ability to render educational services. Such improvement is usually achieved by formal study, research, planned travel, etc.
- b. The rules and regulations governing the sabbatical leave program are as follows:

Leave may be granted for periods up to one (1) year after the completion of seven (7) full consecutive years of employment in Norwalk. At the end of each additional period of seven (7) or more years of employment, leave may be granted again. The Superintendent and the Board may extend the leave period beyond one (1) year in special circumstances.
- c. Application for sabbatical leaves must be submitted no later than November 15 of the preceding school year for which the sabbatical will be granted.
- d. The Board shall take action on sabbatical applications no later than December 15. Alternates should be chosen from among those who meet the criteria to replace those who do not accept offered sabbatical.
- e. While on sabbatical leave, the teacher shall be paid seventy-five percent (75%) of the amount of their base salary for the leave period according to the current salary schedule, excluding extra compensation, if any.
- f. The period of leave shall count as regular service for the purpose of retirement and payment to the retirement fund shall therefore continue.
- g. The period of leave shall count as regular service for the purpose of salary increment and upon the return of the teacher to their regular professional position, they shall be entitled to the normal salary increment and any other increases and benefits.
- h. The sabbatical leave salary shall remain in effect even if the teacher receives any cash award or grant. The sabbatical leave salary shall be adjusted so that the recipient does not receive more than their salary. Specific expense directly related to the realization of the purposes for which the sabbatical leave was granted are exempt from this provision.

- i. A teacher, upon completion of sabbatical leave, shall be returned to the same school and position previously held. If that position no longer exists, the returnee shall be assigned in accordance with Article XIV, Reduction in Force.
- j. Insofar as possible, a proportionate division of leaves shall be granted to the various departments of the bargaining unit.
- k. A staff member, in accepting a sabbatical from the Board, shall agree to return to the service of the Board for one year after the expiration of leave; or, if the sabbatical leave is for a period less than one year, to complete that year in the service of the Board.
- l. Sabbatical leave may be available to one percent (1%) of the bargaining unit as of January 1 provided such applicants meet the approved criteria and guidelines.
- m. The recipient of a sabbatical leave shall give a report to the Board upon returning from leave.

11. General Leave Provisions.

- a. In those cases where pay deductions for absences by teachers are necessary, they shall be figured by dividing the year's salary by 200 days.
- b. All requests for leaves of absences shall be decided on their merit.
- c. The period of leave 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.

A teacher applying for leave shall be informed that it is illegal to take employment in any other Connecticut town while on leave from Norwalk, and then return to Norwalk and attempt to buy the leave time back for retirement purposes.

12. Medical and Life Insurance Benefits During Leaves.

Teachers on leave shall be allowed to purchase medical and life insurance benefits at the group rate if desired. The payments are due on or before the 10th of each month. Benefits continuation shall be restricted to one of the following options:

- a. **Full Coverage**
The same medical and life insurance coverage the employee has at the time the leave is granted.
- b. **Basic Coverage**
Includes Medical Insurance Plan only and excludes vision, dental and life insurance.

c. **No Coverage**

No change in options shall be permitted during the leave of absence unless there is a substantial change in the employee's family status.

When a teacher returns to active employment on or before the 15th of the month, the Board of Education shall pay the full premium. If the teacher returns after the 15th of the month, they shall pay the full premium.

13. **Compensatory Time.**

Compensatory time shall not be issued for teachers. All teachers shall be paid on a per-diem basis for extra time worked at the request of the administration.

14. **Bereavement Leave.**

a. 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, as defined in Article II, Section 15. Employees shall be entitled to two (2) working days leave without loss of pay in the event of the death of a brother-in-law or sister-in-law. Employees shall be entitled to one (1) working day leave without loss of pay in the event of the death of an uncle, aunt, nephew, niece, or first cousin.

b. Bereavement leave shall be taken consecutively within five (5) days of the death or up to one (1) year following the death of the individual listed in a. above in order to attend the funeral or memorial service.

15. If prior approval is granted by the Superintendent or their designee, teachers may be absent from duty to attend conferences or visit in other schools with no deduction from their pay. Reimbursement for expenses incurred by the teacher is made only with the special approval of the Superintendent or designee.

16. **Adoption Leave.**

With the approval of the Superintendent of Schools, teachers who are pursuing adoption may use up to a total of four weeks of paid sick leave for (1) essential travel related to adoption, and (2) required appearance(s) in court for legal proceedings in connection with the adoption process. Teachers shall provide documentation to the Superintendent of Schools outlining the anticipated time of absence and the reason for its length, e.g., travel to a foreign country. The use of this time does not have to be in a single block.

If a teacher has less accumulated sick days than is necessary for the paid adoption leave, the teacher shall receive the difference between their pay and the daily substitute pay rate.

ARTICLE X HEALTH AND LIFE INSURANCE

1. The Board shall provide coverage for certificated personnel as follows:
 - a. **Medical Insurance**

The Board shall provide employee and family coverage in an insured Anthem Blue Cross/Blue Shield high deductible Health Savings Account (“HSA”) Plan, as described more fully in Appendix A-4. An ex-spouse shall be provided with Health Insurance coverage when the divorce decree requires such Health Insurance coverage. Employees currently receiving this benefit shall be grandfathered. Effective September 1, 2013, this eligibility shall not apply to other bargaining members not grandfathered.
 - b. Each employee electing the health insurance package provided pursuant to Article X, Sections 1a through 1d, shall contribute the following percentages of the cost through payroll deduction pursuant to an IRC Section 125 Plan: 17% in 2018. Refer to 8(c) for 2019-2023 premium share.
 - c. **Dental Care**

The Board shall provide for employee and family coverage in a Delta Dental Premier Preferred Provider Plan which is incorporated in and made a part of this Collective Bargaining Agreement with modifications described more fully in Appendix A-4.
 - d. **Vision Care**

The Board shall provide for employee and family coverage in the Anthem Vision Care Plan currently provided which is incorporated in and made a part of this Collective Bargaining Agreement.
 - e. **Life Insurance**
 - (1) The Board shall provide 100% premium for \$150,000.00 term life insurance for each employee.
 - (2) Employees shall have the option of converting the term life insurance provided by the Board to whole life insurance or universal life insurance provided that the Board assumes no additional premium cost.
 - (3) Employees may elect to increase their own term life insurance coverage by up to an additional \$250,000 provided the Board assumes no additional premium cost.
 - (4) Employees, age 50 or over, may elect to decrease their term life insurance coverage to fifty thousand dollars (\$50,000) (or the indexed amount) IRS standard for tax advantaged coverage.
2. The Board shall be liable for all uninsured medical costs whenever a teacher is absent from school as a result of personal injury caused by an accident arising out of and in the course of their employment. Such absence shall not be charged to sick leave.

3. If a teacher is absent with a contagious childhood disease directly traceable to contact made in school, the absence will not be charged against them. Satisfactory evidence must be provided by the teacher to the Superintendent or his designee.
4. Certificated personnel retiring before 65 years of age shall be permitted to keep medical insurance coverage at their own expense provided, however, that such is not contrary to law or to the major medical insurance policy, and, provided further, that such would in no way represent any cost to the Board. Retirees and spouses who are eligible for Medicare are removed from the Board medical insurance plan as of the date of their Medicare eligibility.
5. **Section 125 Plan**
At no cost to the Board, the Board shall provide the employees with a Section 125 cafeteria plan consistent with the statutes and regulations of the Internal Revenue Service. 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 employees 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), and 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 (or less, if required by the Internal Revenue Code), 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. Such election shall be optional for the employee and this plan shall be subject to the laws and regulations of the Internal Revenue Code.
6. **Change of Carrier/Third-Party Administrator**
The Board reserves the right to change the carrier/third party administrator for the benefits described in this Article and Appendix A-4 if the level of benefits and coverages is substantially equal to current benefits and coverages. The Board agrees to provide the Federation a copy of any RFP it makes, and it shall additionally provide the Federation with all written responses. The Federation shall have fourteen days to comment on the responses before the Board makes a decision whether to change the carrier/third party administrator. Networks shall be considered substantially equivalent if the disruption rate (of doctors comparing the networks) is ten percent or less.
7. This Agreement shall be in full force and effect from September 1, 2016 through and including August 31, 2019, subject to reopener negotiations to commence at any time on or after July 1, 2018 over the provisions of Article X and Appendix A-4 and in accordance with statute upon the written request of the Board if the cost of insurance plans offered herein are expected to result in the triggering of an excise tax under Internal Revenue Code Section 49801 and/or if there is any material amendment to the applicable provisions of the Affordable Care Act. Reopener negotiations shall be limited to health insurance plan design, premium cost share and/or introduction of an additional optional health insurance plan.

8. (a) Subject to the conditions set forth below, the Board shall offer each bargaining unit member the opportunity to participate in the Connecticut State Partnership Plan 2.0 (SPP) for health benefits in lieu of the health benefits set forth in the Current Agreement. Dental and vision benefits shall be separately provided through Delta Dental and through the Anthem Blue View Vision (BVV) respectively. Notwithstanding the changes that will be made to the SPP following the SEBAC agreement, the health plan benefits shall be maintained as set forth in the SPP that was effective on July 1, 2017 as permitted by the SPP. The changes made through the SEBAC agreement shall take effect July 1, 2018, and thereafter the SPP will be subject to subsequent amendments or modifications made to the SPP by the State and its employee representatives, subject to the reopener provisions of Paragraph 5. The administration of the SPP, including open enrollment, beneficiary eligibility and changes, and other administration provisions shall be as established by the SPP.
- (b) The premium rates shall be set by the SPP. Based on such rates, the Board shall use the active employee rate as the basis of cost shares for members of the teacher bargaining unit.
- (c) The percentage share of such premium cost shall be as follows:
- | | |
|----------|-----|
| 2020-21: | 18% |
| 2021-22: | 19% |
| 2022-23: | 20% |
- (d) 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.
- (e) In the event any of the following occur, the Board or the NFT may reopen negotiations 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.
- i) If the SPP in its current form is no longer available; or if the benefit plan design of the SPP is further modified as a result of a change in the State's collective bargaining agreement with SEBAC, if such modifications would substantially increase the cost to the Board or to teachers 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 in a way that substantially affects the operation of the SPP to the detriment of the parties, or

if there are any changes to the administration of the SPP that negatively affects the parties, or if additional fees and/or charges for the SPP are imposed so as to affect the Board or teachers, 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.

- (f) In any negotiations triggered under Paragraph e 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 the Current Agreement 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.

9. Subject to the following conditions, the Board will implement a high deductible health insurance plan effective September 1, 2023, with health savings account with the following elements:

- \$2,000/\$4,000 deductibles
- Network:

The Board may adopt a plan with a net match in network over 95% match based upon dollars spent.

If any area of care network is less than a 90% match (i.e. licensed clinical social worker, chiropractor service, etc.) continuity of care program of one year or more will be made available to members who were using the providers service.

In no case will the network contingency be binding below the choice of two vendors. Those two vendors providing the best network match.

The Board will adopt a formulary that provides 97% match with regards to current preferred drugs (using dollars). Top 200 drugs will be the basis of comparison.

- In network out-of-pocket maximum of \$2,000/\$4,000, subject to further OOP maximum for drugs of up to \$1,000/\$2,000
- Out-of-network out-of-pocket maxima of \$4,000/\$8,000
- Out-of-network coinsurance 80%/20%
- Drug copays after deductible is met: \$5/\$25/\$40. Mail order: \$5/\$50/\$80
- Subject to Maximum OOP drug copays and out-of-network charges (amounts over allowances OON are not carried to OOP maximum)
- Board contribution to deductible: 50%, one-half on September 1 of each year, then the balance to be transferred in monthly installments.
- Employee premium cost sharing:

2023-2024:	20%
2024-2025:	20.5%
2025-2026:	21%

The Board will implement this plan subject to the following conditions:

- The Board will undertake a formal RFP process.
- If the Board receives at least two formal responses, the Board will move forward with a the above-described HDHP plan unless any of the following occur:
 - The quotes received do not show savings as compared to the SPP on July 1, 2023 similar to those projected through the informal process.
 - The quotes do not meet the disruption standards as proposed by the NFT
 - One or more of the other bargaining groups do not agree to move to the HDHP.

If the foregoing conditions are met and the Board implements the HDHP/HSA plan, the Board will be responsible for bank fees associated with the HSA.

If the foregoing conditions are not met and the Board does not implement the HDHP/HSA plan as a result, the parties shall enter into reopener negotiations in accordance with Conn. Gen. Stat. § 10-153f(e) over the health insurance plan to be implemented September 1, 2023 or as soon thereafter as practicable.

ARTICLE XI PROTECTION

1. If criminal or civil proceedings are brought against a certificated teacher alleging that they committed an assault in connection with their employment, such teacher may request the Board to furnish legal counsel to defend them in such proceedings. If the Board does not provide such counsel and the teacher prevails in the proceedings, then the Board shall reimburse the teacher for reasonable counsel fees incurred by them in defending the proceedings.
2. When certificated personnel drive pupils to scheduled, planned or otherwise approved activities which take place away from the school building, certificated personnel and pupils

shall be adequately covered by Board Policies governing insurance and liability in accordance with Connecticut Statutes 10-235 and 10-236.

3. It is recognized that inquiries or investigations need to be made when allegations or complaints are made regarding members of the professional staff. The individual concerned shall be given full information, including the identity of the complainant, in sufficient time to prepare their defense. No conclusion shall be reached or decisions made, however, until after the staff member has had a full opportunity to defend themselves.
4. The Board shall protect and save harmless any teacher from financial loss and expense, including legal fees and costs, if any, arising out of any claim, demand, suit or judgment by reason of alleged negligence or other act resulting in accidental bodily injury to or death to any person or accidental damage to or destruction of property within or without the school building, provided such teacher at the time of the occurrence resulting in such injury, damage or destruction was acting in the discharge of duties within the scope of employment under the direction of the Board. Such protection shall be in accordance with and subject to the limitations of Connecticut General Statutes, § 10-235.
5. Disciplinary Action.
 - a. All written warnings and suspensions shall be for cause. The teacher and the Union shall be informed immediately of all written warnings and suspensions, but by no later than the conclusion of that working day.
 - b. All written warnings and suspensions and the specific reasons for them shall be stated, in writing, and a copy forwarded to the teacher and the Union no later than two working days after such occurrence.
 - c. In the event of any scheduled meeting involving a teacher and their supervisor intended to deal with a written warning and/or suspension, the teacher shall have the right to have a Union representative present.
6. The Board shall see that every teacher has some safe, lockable place where coats, pocketbooks and other personal items can be stored during the school day.
7. The Board shall reimburse teachers while on school business for vandalism done to their cars by students. The primary insurance coverage is to be provided by the teacher's own automobile or homeowners insurance plan. The Board will only cover the excess over any valid or collectible insurance carried by the teacher.

ARTICLE XII ASSIGNMENT

1. The best interest of students and the educational program are paramount in the assignment and transfer of certificated personnel. Assignments shall be made after considering the requests and preferences of certificated personnel. Assignments made would be changed only in the best interest of the school system.

2. Consultation between the Superintendent or designee and the Federation shall begin no later than May 15 to discuss the staffing for the succeeding year. Teachers shall be notified in writing of their tentative assignments for the coming year no later than June 1. Prior to July 15, a second notices shall be issued in writing and shall include the name of the school, grade or subject matter and any special or unusual circumstances, including a change in the school hours. Teachers shall be notified promptly thereafter if changed circumstances (e.g., resignation) require a change in their assignment after such notification.
3. To the extent possible, changes in grade assignment in elementary schools, and in subject assignments in secondary schools, shall be voluntary, and in any case, shall not be effected or announced without a prior personal conference at the commencement of which the reason(s) for the proposed change shall be provided to the individual teacher(s) involved with the exception that, if an individual is not available for a conference, having been notified at least ten (10) days before by email, such a change may be made in the best interest of the school system.
4. In arranging schedules for certificated personnel who are assigned to more than one school, an effort shall be made to limit the amount of inter-school travel.
5. No regularly assigned certificated teacher shall be used involuntarily as a substitute teacher except in case of emergency when no substitute is available after a diligent search. If the Board has reasonable notice and opportunity to obtain a substitute, the Board shall engage a substitute, and a regularly assigned certificated teacher shall not be involuntarily assigned as a substitute. Whenever a certificated employee is assigned as a substitute teacher more than three times a year, he or she shall be paid \$27.70 per class period up to 45 minutes in 2023-2024, \$28.25 for such class period in 2024-2025, and \$28.82 per such class period in 2025-2026. Such payment will take place only after a teacher has actually worked as a substitute for three periods in that year. When class periods exceed 45 minutes, the following shall apply. When a certified employee is assigned as a substitute teacher more than 135 minutes in a year, these payments shall be adjusted proportionately, e.g., for a 90 minute period, he or she shall be paid \$55.40 per class period in 2023-2024, \$56.50 per class period in 2024-2025 and \$57.64 per class period in 2025-2026.

ARTICLE XIII TRANSFERS

The best interest of students and the educational program are paramount in the assignment and transfer of certificated personnel. Transfers shall be made after considering the requests and preferences of certificated personnel. Although the Board and the Federation recognize that some transfer of certificated personnel from one school to another is unavoidable, they also recognize that frequent transfer of certificated personnel is disruptive of the educational process and interferes with optimum teacher performance. Therefore, they agree as follows:

1. An involuntary transfer shall be made only after a meeting between the teacher involved and the Superintendent or designee, at which time the teacher shall be notified of the reasons for the transfer. The Superintendent's designee, if any, will be clearly identified prior to the start

of the meeting, at the request of the Federation in writing. In the event that a teacher objects to the transfer at this meeting, upon the request of the teacher, the Federation will be notified and the Superintendent or his designee will meet with the Federation's representatives to discuss the transfer.

2. If there is reason to believe that an involuntary transfer of a teacher after the opening of school may be required because of differences between projected and actual enrollment, the teacher shall be notified of this possibility in writing no later than fifteen (15) school days after the opening of school. The actual transfer, if deemed necessary, shall be effective no later than twenty (20) school days following the opening of school.
3. A list of vacancies in all schools shall be posted in each school and/or electronically on the district website for a minimum of ten (10) days prior to closing applications. If qualifications are equal, preference shall be given to the teacher in accordance with seniority in the Norwalk Public Schools. Qualifications include, among other variables, certification, experience, and perceived match during the interview process between the candidate's skills and knowledge and the needs of the position.

Certified personnel who desire a change in grade and/or subject assignment or who desire to transfer to another building shall apply electronically on the District website and shall be considered at the same time external candidates are considered.

4. Implementation Steps
 - a. Vacant positions will be posted after the in-building switches by principals are completed.
 - b. Interviews shall be granted to personnel with appropriate certification seeking voluntary transfers as identified through an administrative screening process by May 31, provided that principals will not be required to interview teachers seeking voluntary transfers more than once at any school each year.
 - c. Positions offered to each involuntary transferee and to teachers requesting a voluntary transfer by May 31 will be documented, including the nature of the transfer (whether involuntary or voluntary) and shared with the Federation.
5. Exceptions to the provisions of the numbered Sections above may be made only if the Superintendent determines that it is necessary to do so in the best interests of the teacher(s) and/or school(s) affected. The Federation and the teacher concerned shall be notified of every instance in which the Superintendent shall so determine.

ARTICLE XIV REDUCTION IN FORCE

When reduction of the number of teachers in a school is necessary, qualified volunteers shall be transferred first. If there are no qualified volunteers, the following procedure shall be followed:

1. Elementary

- a. If there must be reduction in classroom teachers within a building, the classroom teacher(s) in that building at any grade level Pre K-5 who has the lowest seniority defined as years and months of contract service in the Norwalk schools shall be declared to be excess in that school and assigned to a pool of teachers for transfer. A teacher assigned to grade six in a K-8 school shall be considered in the same class as other K-5 certified staff in the building when a reduction in force in the building is necessary.
- b. In cases where two teachers have equal seniority, but one's seniority has been attained through accumulated half-time years, the teacher with full-time seniority shall have the privilege of remaining in that school.
- c. If a school must reduce one kindergarten session (1/2 time) from a 2-session assignment (full-time kindergarten teacher) the teacher in the building who has the lowest city-wide seniority in K-5 will be transferred to provide a continued full-time assignment for the kindergarten teacher unless they elect to reduce to a half-time assignment or elect to take an additional half-time assignment in another building if such is available.

2. Secondary

If there must be a reduction of classroom teachers, the teacher(s) having lowest seniority city-wide who is currently teaching in the department where reduction is to be made shall be assigned to the transfer pool. A teacher assigned to teach seventh or eighth grade in a K-8 school shall be considered in this class of teachers.

3. General

- a. If, prior to September 1, a full time position becomes available and the highest seniority teacher in the reassignment pool is a half-time teacher, the following procedure shall be followed:
 - 1) Request for voluntary transfers to full-time submitted by half-time teachers shall be reviewed.
 - 2) If among these requests for voluntary transfers there is a teacher(s) with higher seniority than the top seniority teacher in the transfer pool, the teacher with highest seniority shall be offered the full-time position provided that teacher is certified and qualified for the position.
 - 3) The half-time teacher who holds highest seniority in the re-assignment pool shall then be offered the half-time position vacated by the voluntary transferee.
- b. If the full-time position becomes available shortly after the opening of school as a result of the addition of a new position, half-time voluntary transfer requests shall be

considered and a final decision made on basis of the best interest of (1) pupils, and (2) teachers.

4. Seniority

- a. Teachers earn seniority on the basis of the total number of months of continuous contract teaching experience in the Norwalk schools, including periods of authorized paid leave. Seniority is not earned during periods of unpaid leave. Half-time teachers earn a month of seniority for each month of continuous contract teaching in the Norwalk schools.
- b. In the event that two (2) or more teachers have equal seniority, the following procedure shall be utilized to determine which teacher is more senior:
 - (1) Board's date of appointment from most recent date of hire. In the event there is a tie,
 - (2) Date of actual starting date from most recent date of hire. In the event there is a tie,
 - (3) Date stamp affixed to the initial signed contract by the Human Resources Office. In the event there is a tie,
 - (4) Date of meeting with Human Resources Officer to formally offer employment and set salary. In the event there is a tie,
 - (5) Decision will be made by the Superintendent or designee.

5. Re-Assignment of Excess Teachers to Vacancies

Among the teachers in the pool for re-assignment, teachers shall be assigned to vacancies by seniority, i.e., if there is a 4th grade vacancy, the teacher in the re-assignment pool who has the proper certification and the highest seniority shall have first opportunity for that assignment. At the secondary level, certification for the vacancy and seniority shall also be followed.

6. Recall Rights

If on September 10, there are continuing contract teachers who have not received an assignment, such teachers shall be placed on extended special leave status without pay or benefits. Such teachers shall be recalled according to seniority to subsequent openings for which they are certified and qualified. Guidelines for transfer of personnel shall apply in the event that two or more teachers hold identical seniority.

These recall rights shall extend only for a period of two (2) years following the end of the school year in which the layoff occurs.

7. Priorities

Priority List (operative from April 1 to May 30)

- a. Sabbatical leave returnees and exchange teacher returnees.
- b. Child-rearing returnees (one year or less).
- c. Military leave returnees.
- d. Involuntary transferees.
- e. Excess teachers from re-assignment pool.
- f. Leave of Absence without salary returnees.
- g. Child rearing leave returnees (more than one year).
- h. Extended special leave returnees.
- i. Peace Corps and Teacher Corps returnees.
- j. Voluntary transferees.
- k. New employees.

8. Subsequent Involuntary Transfer

Rules for seniority shall apply even though this may involve a subsequent involuntary transfer for a teacher.

9. Vacancy During School Year

If a vacancy occurs during the school year, the position shall first be offered to teachers on the recall list based on certification, seniority and qualifications. In the event no teacher on the recall list fills the vacancy, the position shall be posted for a minimum of ten (10) days prior to closing applications.

In the event of exceptional circumstances, the Board shall consult with the Federation to develop a plan which would result in the least disruption to students and staff.

10. Administrator Returning To The Teacher Bargaining Unit

Should it be necessary to return an administrator to the teacher bargaining unit:

- a. Former administrators shall return to the teachers bargaining unit effective September 1.
- b. The former administrator shall receive seniority credit for all service to the Norwalk Board of Education in a certified position from most recent date of hire.
- c. The former administrator shall, for purposes of assignment, be treated as a teacher under the procedures set forth in this article.

ARTICLE XV PROMOTIONS

1. All openings for positions paying a salary differential and all openings for specialists who are not classroom teachers shall be posted on the District's website at least fifteen (15) days in advance of the closing date for applications. Positions covered by the administrative salary schedule shall be posted in accordance with the agreement between the Board of Education and the Norwalk Association of School Administrators. Staff members shall have an adequate opportunity to submit qualifications for special programs which are separate from regular duties and for which there is compensation. If qualifications, including education, are equal, preference shall be given to present employees for all promotions. Applicants applying shall be notified in writing of the decision before said decision is made public.
2. If an administrative position is covered on an acting basis, it shall last in duration for a maximum of sixty (60) days from the time the acting appointment is made, except where demonstrable special circumstances require additional time.
3. If an administrative position is covered on an acting basis, the Board shall use its best efforts to appoint an acting person who is not a candidate for the permanent position.

ARTICLE XVI NON-EDUCATIONAL DUTIES

The Board and the Federation agree that an educator's primary responsibility is to educate and that their energy should, to the greatest extent possible, be utilized to this end. The Board and the Federation recognize that teacher aides, clerical and non-professional employees are a vital necessity in order to implement this principle.

ARTICLE XVII WORKDAY AND SCHOOL YEAR

1. The length of the student school year shall be determined by the Board of Education. All teachers shall work the student school year, plus the following additional days: four in-service days (Professional Days) and one Convocation Day. Teachers new to the school system shall be scheduled for an orientation day. The in-service days shall be held with no students in attendance. The length of days shall be the same with flexible start and end times. The programs and dates shall be subject to consultation between the Superintendent and the Federation President.
2. Prior to May 1 each year the Superintendent or designee shall consult with the Federation over the school calendar. In the event of a disagreement concerning the school calendar, such shall not be a subject of arbitration.
3. Teacher workday as determined by the Board, except as otherwise provided for herein, shall not exceed seven (7) hours and five (5) minutes at the Pre-K level, elementary school level and middle school level, and seven (7) hours and fifteen (15) minutes at the high school level.

These times include the duty-free lunch period set forth in Article XIX and the teachers' reporting time set forth in this Article.

4. Teachers shall be compensated on a pro rata basis for any required extension of the student school day and teachers shall be compensated on a per diem basis for any required extension of the student school year based upon school design, program and/or student needs.
5. Teachers shall be required to report to school no earlier than fifteen (15) minutes before the start of school and to remain no longer than fifteen (15) minutes after the close of school. If, because of problems in a particular school, deviations from standard practice are necessary, such arrangements shall be subject to consultation at the school level under the provisions of Article V, Section 1(b), but in no event shall the total time commitment of any teacher be greater than the total time required by this Section.

ARTICLE XVIII PROFESSIONAL MEETINGS

1. Teachers recognize that their responsibility to their students and their profession requires the performance of duties that involve time beyond that of the normal school day. Attendance at parent conferences is a professional obligation. Attendance at PTA meetings by teachers shall only be required at meetings which are concerned with curriculum and/or student progress.
2. Faculty meetings are defined as professional meetings scheduled by administration other than the four in-services, Convocation Day, the orientation day set forth in Article XVII, and other professional obligations of teachers. Faculty meetings shall be limited to a total of twenty-nine (29) meetings scheduled on Mondays. There shall be no more than three (3) faculty meetings per month except that there shall be no more than one (1) faculty meeting in August and June. In addition, City-wide department meetings shall occur five (5) times each year and shall be held after school. Should a meeting be cancelled due to weather, it shall be rescheduled on a Monday as soon as practicable.

Faculty meetings and City-wide department meetings shall normally be completed in forty-five (45) minutes but shall not exceed one hour. Faculty meetings shall begin fifteen minutes after the dismissal of the last class of the day.

No more than once a semester, the building administration, with four (4) weeks advance notice to the Federation, may combine two of the twenty-nine (29) faculty meetings into a single meeting not to exceed ninety (90) minutes in duration.

The schedule of faculty meetings shall be developed by the Administration in consultation with the Curriculum Office and the Federation, and shall be noted in the school calendar prior to the start of the school year.

Faculty meetings shall have a written agenda which shall be distributed to each teacher by email no later than the morning of the school day the meeting is scheduled. This provision shall not preclude the administration from adding or deleting items to such agenda. The failure to distribute an agenda shall not relieve teachers of the obligation to attend.

3. The Federation shall not schedule meetings during the school day except with prior approval of the Superintendent.
4. All teachers, including part-time teachers, may be required to attend all professional meetings, including, but not limited to, faculty meetings and professional development workshops. Part-time teachers who are not scheduled for one or both of the last two periods of the teaching day shall be paid for the meeting time at the in-service hourly training rate when they are directed to attend such meetings or professional development workshops.

ARTICLE XIX DUTY-FREE LUNCH PERIOD

Every teacher shall have a 30-minute duty-free lunch period daily. If unusual building restrictions exist, a deviation of no more than three minutes may be made.

ARTICLE XX TEACHING HOURS AND TEACHING LOAD

1. It is recognized that the number of pupils assigned to a teacher has a relationship to the quality of instruction offered. The Federation and the Board shall continue to consult to eliminate as rapidly as possible all instructional classes of heterogeneously grouped children in excess of twenty-two (22) students per class in grades K, 1, 2; twenty-four (24) students per class in grades 3, 4, 5; and twenty-eight (28) students per class at the secondary level. These class size provisions shall not be applicable to magnet schools.
2. Secondary teachers shall not be required to teach in more than two subject disciplines nor more than three subject fields. Where there are numerous single sections of classes, the possibility for assignments of more than three subject fields can be anticipated.
3. Exception to the provisions of Paragraph 4, above, may be made if the Superintendent determines that it is necessary to do so in the best interest of the educational process. The Federation shall be notified in writing of each instance in which the Superintendent shall so determine.
4. During the time elementary pupils are instructed by specialists, the classroom teacher shall be free to perform professional tasks which are deemed by the classroom teacher to be of educational benefit. All elementary school classroom teachers shall be afforded equalized preparation time to the extent that the services of specialists can be equalized in each elementary building and between buildings. This shall take place no later than November 1st of each year.
5. All full-day Pre-K, elementary school and K through 8 school teachers shall continue to be granted a daily preparation period which averages no less than 30 minutes a day unless in the judgment of the Board, significant reductions in the education budget require a reduction in specialists. At the schools at which the schedule is changed so that the length of the school

day at an elementary or K-8 school is the same as the middle school, the following conditions shall apply:

- a. Four days per week, teachers at such elementary or K-8 schools shall be scheduled for a period of personal planning time of forty minutes. Such personal planning time shall be utilized at the discretion of the teacher and shall not be subject to administrative assignment, such as PPT meetings or pre- and post-observation conferences. When special teachers are instructing a class, the classroom teacher will be free to conduct other business.
 - b. One day per week, teachers at such elementary or K-8 schools shall be scheduled for one period of team planning time of forty minutes. Such team planning time shall be utilized for group activities related to planning for instruction, including but not limited to data team meetings or grade level meetings.
 - c. Should the personal planning time described above be provided when a teacher's students are in the library media center, teachers are not expected to remain with their students during such library media center time, and the classroom teacher will be free to conduct other business during that time.
 - d. Starting with the year when the schedule is changed at an elementary or K-8 school, there shall be two scheduled early release days in the fall and two scheduled early release days in the spring for the purpose of parent-teacher conferences.
6. If the principal of a Pre-K, elementary or K through 8 school must be absent for a day or a substantial portion, adequate supervision shall exist to insure the health, safety and welfare of the students. Whenever a certificated teacher is performing elementary building supervision, they shall be provided a substitute to cover their class. If no substitute is provided, they shall be paid \$26.89 per hour.
 7. High school teachers shall not teach more than five (5) periods per day.
 8. Each Pre-K school, elementary school, and K through 8 school and middle school shall hold an evening of parent conferences each Fall and Spring and on said days teachers shall be released ninety (90) minutes prior to the normal student dismissal time. Each school shall hold its conferences on one night (Monday -Thursday) between the hours of 6:00 p.m. and 8:00 p.m. for all certified staff in the school. Conference responsibility at the middle schools shall be equitably distributed. The Board agrees that each school shall be properly supervised. The parties recognize that all conferences cannot be completed within the evening schedule outlined. All remaining parent conferences that cannot be accommodated during the evening period shall be scheduled by individual teachers for a time that is mutually convenient. In the event a faculty meeting is scheduled for elementary teachers during a conference week, there will be no conferences on the Monday when the faculty meeting is scheduled and there will be a 90-minute early dismissal on one day later in the week.

This time shall be used by the elementary school teachers, Pre-K school teachers, K through 8 school teachers and middle school teachers for parent conferences. No other required meetings shall be scheduled for such teachers during conference weeks.

[NOTE: The parties shall discuss and if necessary negotiate pursuant to Conn. Gen. Stat. § 10-153f(e) over the details of implementation of conferences at the middle school level]

9. On elementary school early release days, middle school and high school teachers will not be dismissed early, but rather will be engaged in professional development activities.
10. The Board and Federation share a mutual concern that students with disabilities (SWDs) be placed equitably into general education classrooms, and that the work load for case management responsibilities of special education teachers and for speech and language pathologists be assigned equitably. To that end, the parties shall establish a committee to review such assignments and such workloads on an annual basis in light of regional and national practices.
 - a. Consistent with state requirements, teachers shall have electronic access to a student IEP and/or 504 plan.
 - b. To maximize direct services to students, special education teachers, and related service providers (including, but not necessarily limited to, speech pathologists, social workers, psychologists) shall be relieved of non-instructional duties including, but not limited to, lunch duty, recess and/or arrival duties.
 - c. Teacher Facilities. Student support services and special education personnel working with students shall be assigned to classrooms that provide privacy and freedom from unnecessary interruptions to the extent practicable.
 - d. Neuropsychological Evaluations. School psychologist certified by the American Board of Neuropsychology with the diplomate of the American Board of School-Neuropsychology will receive an annual stipend of \$3,201.
 - e. The Board will reimburse speech and language pathologists for the full amount of the cost of membership in ASHA (American Speech and Hearing Association).
11. All middle and high school certificated personnel below the rank of assistant principal, who have had a preparation period, shall continue to have one, and each teacher may utilize this period in the fashion they deem necessary. No such teacher shall be deprived of a preparation period without their consent except temporarily in an emergency. No emergency, however, shall be deemed to exist as a result of financial difficulties experienced by the Board.
12. All elementary specialists (Art, Music and Physical Education) shall have a minimum of three (3) minutes transition time between classes. If unusual scheduling circumstances concerning this transition time between classes arise, the building administrator shall give written notice to the Superintendent who shall consult with the Federation President.
13. High school teachers, except teachers of physical education, health, music and other classes that meet every other day shall have a maximum student load of 130. Students assigned to science laboratory classes are not included in the 130 total. These loads under this section shall be averaged over the school year.

14. When creating laboratory classes in Science, Technology Education, FACS, and Computers, the Administration shall not exceed the number of student stations available and equipment available to properly protect the health and safety of the students when the classes are composed and/or students are added.

ARTICLE XXI TENURE AND DISMISSAL

The tenure and dismissal of teachers shall be in accordance with Section 10-151 of the Connecticut General Statutes. If the tenure law, Connecticut General Statutes 10-151 is eliminated, the parties agree to reopen this Article, and to devise, through the Consultation Procedure, a new method of affording teachers a fair employment practice guarantee and security.

ARTICLE XXII PERSONNEL FILES

1. Personnel Files.
 - a. A personnel file for each teacher pertaining to the teacher's performance in the Norwalk Public Schools shall be developed and maintained in the Human Resources Office.
 - b. Given reasonable notice, each teacher shall have the right to inspect their own personnel file, to question or to comment in writing or to reproduce any material therein, providing such reproduction occurs in the place designated by the Administration.
 - c. Before any derogatory material has been made a part of a teacher's personnel file, the teacher shall be given the opportunity to read and sign such material. Such signature does not constitute concurrence with the content of the material. Any response by a teacher shall be attached to the material in question.
 - d. In the event it is deemed appropriate to remove any materials from the teacher's file, either by request of the teacher or by the desire of the administration, such removal shall be subject to consultation and with the approval of the Superintendent or his designee.
 - e. Administrators shall enclose in the file information of a positive nature indicating special competencies, achievements, performances or contributions of an academic, professional or civic nature.
 - f. These above provisions shall apply to any files maintained on any teacher, and the teacher shall have access.
2. Each certificated teacher shall be observed during the school year as deemed necessary by the Superintendent and administrative staff. Appropriate records of observations and conferences

shall be kept and inserted in the teacher's personnel file. Certificated personnel may have access to their own personnel file.

ARTICLE XXIII

ADULT EDUCATION, SUMMER SCHOOL AND HOMEBOUND PROGRAMS

1. Positions in the Norwalk Adult Education Program and Summer School shall, to the extent possible, be filled first by certificated teachers regularly employed in the Norwalk Public Schools.
2. In filling such positions, competence in the subject, quality of teaching performance and prior experience shall also be considered. If other qualifications are equal, length of service in the Norwalk Public Schools shall be considered.
3. All openings for summer school positions shall be listed as early as possible so interested teachers may apply.
4. The above procedures shall be followed for all other programs conducted by the Board.

ARTICLE XXIV

OTHER PROVISIONS

1. In order to facilitate the evaluation of students, certificated personnel shall have access to the permanent student records of the students they serve which shall be safeguarded at all times.
2. By September 15, to the extent lawful, certificated personnel shall be given all available data on pupils' mental or physical conditions that will assist the teacher in the performance of their duties. The confidentiality of the records shall be respected.
3. Releases made by any group concerning decisions shall be specific in identifying the individuals or groups making the announcements.
4. Teachers shall initiate conferences with parents, whenever in the opinion of the teacher or supervisor such conferences will benefit the pupil. Teachers are urged to make full use of all organizations and other resources of the community which shall contribute to the educational welfare of the pupils and promote a good educational climate.
5. Certificated personnel are to take reasonable and necessary steps to provide individual help for their students. If a student is suspended from school for disciplinary reasons, it is not the responsibility of the certificated teacher to provide special instruction.
6. If a student, other than one who is homebound because of extended illness, is to receive private instructions (instrumental, music, etc.), it should be provided by certificated personnel other than those assigned to teach or direct the student in a program or activity. In that event, the financial arrangements are to be made directly between the parents and the tutor.

7. Because public school facilities should not be used for private gain, private tutoring cannot take place in the school building.
8. Norwalk teachers who live outside the district shall be permitted to have their children attend Norwalk Public Schools tuition free. Such tuition free education does not include special education or related services above the cost per pupil for the appropriate level. The child or children of a teacher shall be assigned to whatever school or class the Board deems appropriate. In the event of a dispute concerning the child's education, the written decision of the Board shall be final, and any attempt to challenge or overrule such a final decision shall result in loss of tuition free privileges. In the event a student causes serious discipline problems, the tuition free privilege may be revoked by the Board. Teachers residing in Norwalk shall have the same right as such non-resident teachers to request that their children be permitted to attend a school in Norwalk other than that to which their children are assigned.
9. Teachers who work fewer than 5 days per week, i.e. guidance counselors and social workers, etc., who would not have worked on a day school is cancelled do not have to make up that day.
10. All substitute teachers working forty (40) days or more in the same position shall be paid the following long-term daily rate.

<u>School Year</u>	<u>Rate</u>
2023-2024	\$254.38

11. Teachers who receive National Board Certification after September 1, 2006 will receive a one lump sum payment of \$5,000.

ARTICLE XXV DEDUCTIONS

1. Deductions from paychecks shall be in accordance with Board Policy #4142 only from teachers who authorize said deductions in writing.
2. The Board agrees to deduct dues for the Federation for teachers who submit a signed authorization for such deductions. The Board shall remit all such deductions within fifteen (15) days to the Federation, but shall use its best efforts to remit within ten (10) days. The Federation shall hold the Board and City harmless against any and all claims, demands, liabilities, law suits, counsel fees, or other cost which may arise out of, or by reasons of, actions taken against the Board as result of administration of the provision of this section.
3. The deductions for the Federation dues shall be equally divided and withheld from each of the first twenty-two (22) paychecks.
4. The Board shall continue to deduct an authorized deduction for the Tax Shelter Annuity Program, including IRS 403(b) and 457 programs.

ARTICLE XXVI ETHICAL CONDUCT

The Board and the Federation share a mutual concern with respect to maintenance of professional standards among members of the Norwalk educational staff.

ARTICLE XXVII DISCIPLINE

The Board and Federation recognize and accept the responsibility of the Board, school administration, and teachers to provide for effective and appropriate discipline in the Norwalk schools. It is recognized that the responsibility for immediate discipline in the classroom is rightfully that of the teacher. It is also recognized that the Board shall give reasonable support and assistance to teachers with respect to the maintenance and control of discipline in the classroom within the limitations of the law. It is further recognized that the teacher has the responsibility for discipline in the total school setting. The Board recognizes that the teacher may not fairly be expected to assume full responsibility for students who are willfully and repeatedly disruptive. It is the joint responsibility of both teachers and administrators to communicate in regard to such students and to cooperate in the solution of the problem. Procedures relative to discipline in the classroom and schools shall be distributed to students, teachers and parents each year.

ARTICLE XXVIII DEPARTMENT CHAIRPERSONS AND SUBJECT AREA LEADERS

High School

High School Department Chairpersons shall be provided in the following areas at each High School:

Art	Music
Business Education	Science
English	Social Studies
Family & Consumer Sciences	Special Education
Guidance	Technology Education
Health & Physical Education	World Languages
Math	

High School Department Chairpersons shall be provided with the following release time per day:

1-3 Teachers	No Release Time
4-8 Teachers	1 Period of Release Time Per Day
9 or more Teachers	2 Periods of Release Time Per Day

All Department Chairpersons shall receive the stipend found in Appendix A-5.

All Department Chairpersons shall be provided with secretarial support services.

Middle School

Subject Area Leaders shall be provided in the following areas at each middle school:

English	Science
Math	Social Studies

Subject-Area Leaders shall receive the stipend for Middle School Subject-Area Leaders as found in Appendix A-5 to cover minimal administrative responsibilities.

Subject-Area Leaders shall not be provided with release time.

Nothing in this article shall prevent the Board from eliminating the positions enumerated or reorganizing staff. In the event the Board affects a staff reorganization in the area of Department Chairpersons and Subject Area Leaders, the Board shall negotiate the impact of such reorganization.

All High School Department Chairpersons, High School Subject Area Leaders, Middle School Subject Area Leaders, Middle School Team Leaders and Coordinators shall have appointments of five years' duration and said appointments may be subject to re-posting at the end of the five-year period at the Board's sole discretion.

ARTICLE XXIX EARLY RETIREMENT

1. Any teacher who was employed prior to the 2016-2017 school year, whose current age plus number of years' experience total at least eighty (80), who has been employed by the Board for at least fifteen (15) years, and who is eligible for retirement as defined in the Connecticut General Statutes and who is at least 55 years of age at the time of retirement, may elect to retire early under the following conditions:
 - a. Such qualified teacher shall notify the Human Resource Office of intent to retire at least sixty (60) days in advance of anticipated retirement date.
 - b. Early retirement may begin on either September 1 or February 1 of any given school year.
 - c. Any 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.
2. Health Insurance.
 - a. Each early retiree shall receive individual health insurance coverage afforded other members of the bargaining unit by whom the retiree was represented from time of retirement to age 65. The retiree has the choice of continuing dependent coverage under the Board's group rates at no cost to the Board.

**ARTICLE XXX
IN-SERVICE CREDIT**

Teachers who have received In-Service credit on the salary schedule prior to July 1, 2013 shall maintain such credit for salary schedule placement purposes.

**ARTICLE XXXI
NO STRIKE**

During the term of this Agreement, the Federation shall not cause, counsel, sponsor or participate in any strike or work stoppage in the Norwalk Public Schools. During the term of this Agreement, no professional employee shall participate in any strike or work stoppage in the Norwalk Public Schools.

**ARTICLE XXXII
Duration**

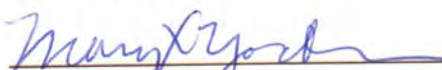
This Agreement shall be in full force and effect from September 1, 2023 through August 31, 2026.

Norwalk Federation of Teachers Negotiations Team

Mary X. Yordon, President
Lawrence Hillman, Negotiation Chairperson
Alex Babu
Jeff Beckley Jr., Ed.D.
Paula Russell
Brian DeBoer, Ed.D.
Lauren DeLong
Clare Lopez
Michael Richards
Charles DeLong
Joseph Giandurco

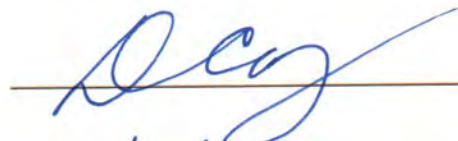
Kim Tremonte-DeBoer, Ed.D.
Erin Williams
Howie Ziperstein
Chris Laughton
Tina Saunders
Sue Ann DeLong
Carol V. Seirup
Janet Sell
Theresa Cetinski
Sylvia Galambos
Robert Kline

NORWALK FEDERATION OF TEACHERS,
LOCAL 1723



Date: 8/14/23

NORWALK BOARD OF EDUCATION



Date: 8/21/23

**APPENDIX A-1
TEACHERS' SALARY SCHEDULE
2023-2024**

STEP	BA	BA+15	MA	MA+15	6 YR	6 YR+15	7 YR	GRANDFATHER DR	DR- STPEND
1	50,948	53,613	56,529	59,434	62,589	63,977	65,365	85,175	67,870
2	52,184	55,241	58,298	61,453	64,608	66,501	68,364	87,674	70,899
3	53,699	57,008	60,317	63,472	66,627	69,024	71,422	90,171	73,927
4	55,970	59,153	62,336	65,491	68,646	71,548	74,451	92,669	76,956
5	58,242	61,299	64,355	67,510	70,665	74,072	77,479	95,165	79,984
6	60,765	63,949	67,132	70,236	73,340	76,924	80,508	97,664	83,013
7	63,289	66,599	69,908	72,962	76,015	79,410	82,805	100,162	85,310
8	66,405	69,544	72,684	75,687	78,691	81,896	85,101	104,534	87,606
9	69,347	72,580	75,814	78,590	81,366	84,382	87,398	106,534	89,903
10	70,861	74,902	78,943	81,492	84,041	87,234	90,427	108,905	92,932
11	72,375	77,224	82,073	84,647	87,221	90,338	93,455	110,000	95,960
12	73,889	79,519	85,202	87,802	90,401	93,443	96,484	111,000	98,989
13	75,404	81,868	88,332	90,957	93,581	96,547	99,512	113,000	102,017
14	76,918	83,899	90,881	93,973	97,064	99,803	102,541	114,000	105,019
15	78,432	85,931	93,430	96,989	100,547	103,058	105,570	115,145	108,075
16	78,432	85,931	95,979	99,273	102,566	105,582	108,598	116,145	111,103
17	82,020	89,863	97,479	100,773	104,585	108,106	111,627	117,145	114,135
18			98,979	102,273	106,085	110,125	114,655	118,179	117,160
19			100,479	103,773	107,585	111,625	116,155	119,291	118,272
20			101,979	105,273	109,085	113,125	117,655	120,291	119,035
21			103,479	106,773	110,585	114,625	118,955	121,783	120,328
22			105,900	110,503	115,106	119,249	122,944	124,184	126,047
23								129,184	
24								136,615	

*Once a teacher who has at least 22 year of service and has been on step 22 on the MA, MA+15, 6th Year, 6th Year+15 and 7th Year (or step 24 for the Grandfathered PhD track) for 1 year they would receive longevity dollars the following fiscal year.

MA	MA+15	6th YR	6th+15	7th YR	PHD
\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000

Teachers not at the maximum shall move one step.

If a teacher moving on step does not otherwise receive a \$1,000 increase, the Board shall make a supplemental payment to assure that all teachers receive \$1,000 in each year of the contract. Such payments shall not be added to the salary schedule, and the salary schedule shall not change from year to year on account of such payments.

**APPENDIX A-2
TEACHERS' SALARY SCHEDULE
2024-2025**

STEP	BA	BA+15	MA	MA+15	6 YR	6 YR+15	7 YR	GRANDFATHER DR	DR- STPEND
1	50,948	53,613	56,529	59,434	62,589	63,977	65,365	85,175	67,870
2	52,184	55,241	58,298	61,453	64,608	66,501	68,364	87,674	70,899
3	53,699	57,008	60,317	63,472	66,627	69,024	71,422	90,171	73,927
4	55,970	59,153	62,336	65,491	68,646	71,548	74,451	92,669	76,956
5	58,242	61,299	64,355	67,510	70,665	74,072	77,479	95,165	79,984
6	60,765	63,949	67,132	70,236	73,340	76,924	80,508	97,664	83,013
7	63,289	66,599	69,908	72,962	76,015	79,410	82,805	100,162	85,310
8	66,405	69,544	72,684	75,687	78,691	81,896	85,101	104,534	87,606
9	69,347	72,580	75,814	78,590	81,366	84,382	87,398	106,534	89,903
10	70,861	74,902	78,943	81,492	84,041	87,234	90,427	108,905	92,932
11	72,375	77,224	82,073	84,647	87,221	90,338	93,455	110,905	95,960
12	73,889	79,519	85,202	87,802	90,401	93,443	96,484	112,905	98,989
13	75,404	81,868	88,332	90,957	93,581	96,547	99,512	114,905	102,017
14	76,918	83,899	90,881	93,973	97,064	99,803	102,541	116,905	105,019
15	78,432	85,931	93,430	96,989	100,547	103,058	105,570	118,905	108,075
16	78,432	85,931	95,979	99,273	102,566	105,582	108,598	120,905	111,103
17	83,250	91,211	97,979	101,273	104,585	108,106	111,627	122,905	114,135
18			99,979	103,273	106,585	110,106	114,655	124,905	117,160
19			101,979	105,273	108,585	112,106	116,655	126,905	119,160
20			103,979	107,273	110,585	114,106	118,655	128,905	121,160
21			105,979	109,273	112,585	116,106	120,655	130,905	123,160
22			107,489	112,161	116,833	121,038	124,788	132,905	127,938
23								134,905	
24								138,664	

*Once a teacher who has at least 22 year of service and has been on step 22 on the MA, MA+15, 6th Year, 6th Year+15 and 7th Year (or step 24 for the Grandfathered PhD track) for 1 year they would receive longevity dollars the following fiscal year.

MA	MA+15	6th YR	6th+15	7th YR	PHD
\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000

Teachers not at the maximum shall move one step.

If a teacher moving on step does not otherwise receive a \$1,000 increase, the Board shall make a supplemental payment to assure that all teachers receive \$1,000 in each year of the contract. Such payments shall not be added to the salary schedule, and the salary schedule shall not change from year to year on account of such payments.

**APPENDIX A-3
TEACHERS' SALARY SCHEDULE
2025-2026**

STEP	BA	BA+15	MA	MA+15	6 YR	6 YR+15	7 YR	GRANDFATHER DR	DR- STPEND
1	50,948	53,613	56,529	59,434	62,589	63,977	65,365	85,175	67,870
2	52,184	55,241	58,298	61,453	64,608	66,501	68,364	87,674	70,899
3	53,699	57,008	60,317	63,472	66,627	69,024	71,422	90,171	73,927
4	55,970	59,153	62,336	65,491	68,646	71,548	74,451	92,669	76,956
5	58,242	61,299	64,355	67,510	70,665	74,072	77,479	95,165	79,984
6	60,765	63,949	67,132	70,236	73,340	76,924	80,508	97,664	83,013
7	63,289	66,599	69,908	72,962	76,015	79,410	82,805	100,162	85,310
8	66,405	69,544	72,684	75,687	78,691	81,896	85,101	104,534	87,606
9	69,347	72,580	75,814	78,590	81,366	84,382	87,398	106,534	89,903
10	70,861	74,902	78,943	81,492	84,041	87,234	90,427	108,905	92,932
11	72,375	77,224	82,073	84,647	87,221	90,338	93,455	110,905	95,960
12	73,889	79,519	85,202	87,802	90,401	93,443	96,484	112,905	98,989
13	75,404	81,868	88,332	90,957	93,581	96,547	99,512	114,905	102,017
14	76,918	83,899	90,881	93,973	97,064	99,803	102,541	116,905	105,019
15	78,432	85,931	93,430	96,989	100,547	103,058	105,570	118,905	108,075
16	78,432	85,931	95,979	99,273	102,566	105,582	108,598	120,905	111,103
17	84,499	92,579	97,979	101,273	104,585	108,106	111,627	122,905	114,135
18			99,979	103,273	106,585	110,106	114,655	124,905	117,160
19			101,979	105,273	108,585	112,106	116,655	126,905	119,160
20			103,979	107,273	110,585	114,106	118,655	128,905	121,160
21			105,979	109,273	112,585	116,106	120,655	130,905	123,160
22			109,101	113,843	118,585	122,854	126,660	132,905	129,857
23								134,905	
24								140,744	

*Once a teacher who has at least 22 year of service and has been on step 22 on the MA, MA+15, 6th Year, 6th Year+15 and 7th Year (or step 24 for the Grandfathered PhD track) for 1 year they would receive longevity dollars the following fiscal year.

MA	MA+15	6th YR	6th+15	7th YR	PHD
\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000

Teachers not at the maximum shall move one step.

If a teacher moving on step does not otherwise receive a \$1,000 increase, the Board shall make a supplemental payment to assure that all teachers receive \$1,000 in each year of the contract. Such payments shall not be added to the salary schedule, and the salary schedule shall not change from year to year on account of such payments.

ATTACHMENT A: For Historical Purposes Only TEACHERS' 2015-2016 SALARY FLOW CHART

1. Teachers who are currently on or eligible to be placed on BA+15, MA+15, and 6th Year +15 as of September 1, 2015 shall be grandfathered. Notwithstanding the foregoing, teachers in the cohort commencing employment with the 2015-2016 school year or thereafter shall not be eligible to be placed on the salary lanes above. In the future, such teachers shall move only to BA, MA, 6th Year, 7th Year, and Doctorate Stipend when they so qualify.
2. Teachers shall be placed upon the 2015-2016 salary schedule appended hereto as follows:
 - a. Teachers on steps 1-8 shall move to steps 1-8 on the salary schedule on all degree level columns.
 - b. Teachers on steps 1-9 on the BA and BA+15 shall move to 1-9 on the BA and BA+15 salary schedule.
 - c. Teachers on steps 10, 11 on the BA shall move to step 11 on the BA salary schedule.
 - d. Teachers on step 12 on the BA shall move to step 12 on the BA salary schedule.
 - e. Teachers on steps 10, 11, and 12 shall move to the step 12 on the BA+15 salary schedule.
 - f. Teachers on step 9 shall move to the step 10 on the MA, MA+15, 6th Year, 6th Year+15 and 7th Year salary schedule.
 - g. Teachers on step 10-17 shall be placed on step 13 on the MA, MA+15, 6th Year, 6th Year+15, and 7th Year salary schedule.
 - h. Teachers on step 18-22 shall be placed on step 15 on the MA, MA+15, 6th Year, 6th Year+15, and 7th Year salary schedule.
 - i. Teachers on step 23-27 shall be placed on step 17 on the MA, MA+15, 6th Year, 6th Year+15, and 7th Year salary schedule.
 - j. Teachers on step 28-31 shall be placed on step 21 on the MA, MA+15, 6th Year, 6th Year+15, and 7th Year salary schedule.
 - k. Teachers on step 32, 33 shall be placed on step 22 on the MA, MA+15, 6th Year, 6th Year+15, and 7th Year salary schedule.
3. Teachers who are currently on the Doctorate column and teachers currently in an accredited doctorate program who provide verifiable written proof to Human Resources* that they are in an accredited doctoral program by August 31, 2015 shall be grandfathered in the Doctorate column of the salary schedule. (Steps 1 to 33). Notwithstanding the foregoing, teachers in the cohort commencing employment with the 2015-2016 school year or thereafter shall not be eligible for grandfathering pursuant to this paragraph.
4. Teachers in the cohort commencing employment with the 2015-2016 school year or thereafter and current teachers who are not eligible for grandfathering pursuant to paragraph 3 above shall be placed on the Doctorate Stipend column of the salary schedule.
5. In placing teachers on the salary schedule for the 2015-2016 school year, appended hereto, the parties agree no teacher shall receive less than a one thousand dollar (\$1,000.00) increase over the salary they received in the 2014-2015 salary schedule.
6. Teachers hired from outside the Norwalk School System shall not be placed above step 10 on the Norwalk Teacher Salary Schedule and shall not receive a salary higher than a current Norwalk teacher on the same step of the Norwalk Teacher Salary Schedule.
7. The parties agree that the placement on the 2015-2016 teacher salary schedule reflects a one-time modification of the schedule and therefore the parties also agree that, if full step advancement for that year is negotiated, each teacher shall advance one step above their placement on this 2015-2016 salary schedule effective September 1, 2016.

**ATTACHMENT B
INITIAL STEP PLACEMENT CHARTS**

Degree Track BA

23-24 Years of Service	2023-24 Step	24-25 Years of Service	2024-25 Step	25-26 Years of Service	2025-26 Step
0	1	0	1	0	1
1	2	1	2	1	2
2	3	2	3	2	3
3	4	3	4	3	4
4	5	4	5	4	5
5	6	5	6	5	6
6	7	6	7	6	7
7	8	7	8	7	8
8-9	9	8	9	8	9
10-11	10	9-10	10	9	10
12	11	11-12	11	10-11	11
13	12	13	12	12-13	12
14	13	14	13	14	13
15	14	15	14	15	14
16	15	16	15	16	15
17	16	17	16	17	16
18+	17	18+	17	18+	17

Degree Tracks MA through 7th Yr

23-24 Years of Service	2023-24 Step	24-25 Years of Service	2024-25 Step	25-26 Years of Service	2025-26 Step
0	1	0	1	0	1
1	2	1	2	1	2
2	3	2	3	2	3
3	4	3	4	3	4
4	5	4	5	4	5
5	6	5	6	5	6
6	7	6	7	6	7
7	8	7	8	7	8
8-9	9	8	9	8	9
10-11	10	9-10	10	9	10
12	11	11-12	11	10-11	11
13	12	13	12	12-13	12
14	13	14	13	14	13
15	14	15	14	15	14
16	15	16	15	16	15
17	16	17	16	17	16
18	17	18	17	18	17
19-26	21	19	18	19	18
27+	22	20	22	20	19
				21+	22

ATTACHMENT B (continued)
INITIAL STEP PLACEMENT CHARTS

DR Stipend Track

23-24 Years of Service	2023-24 Step	24-25 Years of Service	2024-25 Step	25-26 Years of Service	2025-26 Step
0	1	0	1		1
1	2	1	2	1	2
2	3	2	3	2	3
3	4	3	4	3	4
4	5	4	5	4	5
5	6	5	6	5	6
6	7	6	7	6	7
7	8	7	8	7	8
8-9	9	8	9	8	9
10-11	10	9-10	10	9	10
12	11	11-12	11	10-11	11
13	12	13	12	12-13	12
14	13	14	13	14	13
15	14	15	14	15	14
16	15	16	15	16	15
17	16	17	16	17	16
18	17	18	17	18	17
19	18	19	18	19	18
20	19	20	19	20	19
21	20	21	20	21	20
22	21	22	21	22	21
23	22	23	22	23	22

APPENDIX A-4 HEALTH INSURANCE

The Board shall provide each bargaining unit Member and their enrolled dependents with an insured Anthem Blue Cross/Blue Shield high deductible Health Savings Account Plan which replicates the PPO plan coverage provisions in effect December 31, 2009, except that non-surgical treatment for TMJ and private duty nursing provisions shall terminate effective January 1, 2014.

The HSA plan will have the following provisions.

Deductible: The deductible amounts for single and family respectively shall be: \$2,000/4,000.

The HSA deductible is a combined in and out of network deductible.

In network coinsurance: 0%

Out of network coinsurance: 80/20% plan/member

Maximum coinsurance OOP \$2,000/4,000.

Prescription Drugs: Retail \$10/\$25/\$40
 Mail Order \$20/\$50/\$80
 Prescription Duration: 30/90 days
 Managed Public Sector Formulary and Edits
 Copays Apply after Deductible has been Reached

The percentile reimbursement is 80th percentile out of network

The Board of Education will make a deposit each plan year to the participant's HSA account in the amount of 50%. The Board will make its deductible deposit as follows: one-half the value on the first day of the plan year with the balance to be transferred in monthly installments.

Eligibility for the PPO plan shall be limited as follows: Teachers who (1) were enrolled in the PPO before the effective date of the new contract and (2) are not eligible for Medicare may only enroll in the high deductible Health Savings Account Plan. Teachers currently enrolled in the PPO who are eligible for Medicare shall be grandfathered and may continue in the PPO. Eligible teachers hired before or after an open enrollment period will participate in the High Deductible Health Plan but with a Health Reimbursement Account (HRA) until the next open enrollment period. At that time, such teachers will participate in a HSA.

Dental Plan changes effective with implementation of the HSA:

- 1) Calendar year maximum to \$5,000
- 2) Move sealants from B to A
- 3) Increase the lifetime maximum for Ortho to \$4,000
- 4) Increase the dental implant coverage to a lifetime maximum of \$3,000.

Dental changes effective September 1, 2016:

- 1) Reduce bitewing x-rays from 2 sets/year for all members to 1 set/year for adults & 2 sets for children
- 2) Increase Ortho coinsurance to 100% from 60%
- 3) Increase implant coinsurance to 75% from 60%
- 5) Increase implant lifetime maximum to \$4,000 from \$3,000
- 6) Change frequency limits for crowns to 8 years from 5 years

**APPENDIX A-5
SALARY SCHEDULES**

I. I. Homebound Instruction

The salary schedule for certificated personnel employed in the Homebound Instruction Program shall be as follows:

HOURLY RATE

STEP	2023-2024
1	\$49
2	\$51

II. Adult Education

The salary schedule for certified personnel employed in the Adult Education Program shall be as follows:

HOURLY RATE

STEP	2023-2024
1	\$49
2	\$51

III. Summer School

The salary schedule for certificated personnel employed in the Summer School Program shall be as follows:

HOURLY RATE

STEP	2023-2024
1	\$49
2	\$51

IV. After School Instrument Lessons

The current contractual rate per hour shall be applied for before and after school instrument lessons when such lessons are not provided within a flex time schedule. Priority for such lessons will be given to 6th grade students newly learning their instruments.

HOURLY RATE

2023-2024
\$51

V. Guidance Counselors

The stipend for certificated personnel employed as Guidance Counselors shall be as follows:

ANNUAL RATE

POSITION	2023-2024
High School Counselors	\$1,153
Middle School Counselors	\$865

Guidance Counselors shall be paid their per diem for full days worked over the teacher work year, or a pro-rated portion of a full day.

VI. Teachers in Charge*

The stipend for certificated personnel employed as Teachers in Charge shall be as follows:

ANNUAL RATE

2023-2024
\$9,721

VII. Teacher Coordinators*

The stipend for certificated personnel employed as Teacher Coordinators, including, but not limited to, IB, Media Pathways, STEM Expo and Medical Pathways coordinators shall be as follows:

ANNUAL RATE

2023-2024
\$8,505

VIII. Team Leaders*

The stipend for certificated personnel employed as Team Leaders shall be as follows:

ANNUAL RATE

2023-2024
\$7,290

IX. Department Chairpersons* And Subject Area Leaders

High School

The stipend for certificated personnel employed as Department Chairpersons or Subject Area Leaders as follows:

ANNUAL RATE

HIGH SCHOOL	2022-2023
Department Chairperson	\$3,398

*Teachers who are Teachers-in-Charge, Teacher Coordinators, Team Leaders, Department Chairpersons or Deans of Students who are absent for forty-five (45) consecutive school days shall continue to receive their stipend. Beginning on the forty-sixth (46th) consecutive day of absence, said teachers will have their stipend deducted prorated on a per diem basis (1/200 of the stipend for each school day of absence.)

Middle School

The stipend for certificated personnel employed as Middle School Subject Area Leaders shall be .25 of the High School stipend.

ANNUAL RATE

MIDDLE SCHOOL	2022-2023
Subject Area Leader	\$849
Head Guidance Counselor	\$3,398

X. Dean of Students*

The stipend for certificated personnel employed as Dean of Students shall be 10% of the affected teacher's annual salary.

XI. Part-Time Teachers

The salary schedule for certificated personnel employed in part-time positions shall be as follows:

HOURLY RATE

STEP	2023-2024
1	\$49
2	\$51

XII. Curriculum Development

The stipend for Curriculum Development during weekends or during school vacation periods shall be as follows:

HOURLY RATE

STEP	2023-2024
1	\$49
2	\$51

*Teachers who are Teachers-in-Charge, Teacher Coordinators, Team Leaders, Department Chairpersons or Deans of Students who are absent for forty-five (45) consecutive school days shall continue to receive their stipend. Beginning on the forty-sixth (46th) consecutive day of absence, said teachers will have their stipend deducted prorated on a per diem basis (1/200 of the stipend for each school day of absence.)

XIII. In-Service Training

The stipend for in-service training during weekends and during school vacation periods shall be as follows:

HOURLY RATE

2023-2024
\$31

XIV. Curriculum Development Leaders

Teachers who have responsibility for leading Curriculum Development Workshops on weekends or vacation shall receive 1.50 of Step 2 of the Curriculum Development Stipend.

HOURLY RATE

2023-2024
\$77

XV. Car Allowance

Teachers who are required to travel from school to school during a school day in furtherance of the objectives of the Norwalk Public Schools and in the performance of their duties shall be remunerated at the I.R.S. rate.

Any inequities shall be subject to consultation. Teachers shall receive car allowance in accordance with existing practices.

XVI. Spectator Management

1. The stipend for Spectator Management of a sporting event or school-related activity per event or three hour time block shall be:

CATEGORY I	2023-2024
Emergency Medical Technician	\$152
CATEGORY II	
Site Director	\$123
Track Starter	
CATEGORY III	
Game Timer	\$105
Scorer	
CATEGORY IV	
Ticket Collector	\$93
Ticket Seller	
Track Official	
Lines Person	

Announcer Crowd Control Audio Visual Technician	
CATEGORY V	
Chaperone dances, shows, plays, concerts, etc. 1-3 hours same as Category IV 3-5 hours 1.25 of Category IV 5-7 hours 1.50 of Category IV	

2. The Board agrees that Spectator Management services shall be provided commensurate with the needs of the athletic event.
3. The Board agrees to monitor the use of athletic facilities for the purpose of providing fair and equitable sharing of such facilities between the girls' and boys' athletic teams.
4. Any inequities shall be subject to consultation.

XVII. Astronomy Night Laboratory Instructors

The stipend for certificated personnel employed as astronomy night laboratory instructors shall be as follows:

HOURLY RATE

STEP	2023-2024
1	\$49
2	\$51

XVIII. Professional Day Presenters

The salary schedule for certificated personnel employed as presenters in professional day(s) program(s) shall be as follows:

HOURLY RATE

2023-2024
\$90

The hourly rates set forth above shall be split or prorated in the event of multiple presenters, consistent with past practice.

XIX. Continuing Education Unit Presenters (CEU)

The salary schedule for certificated personnel employed in CEU programs who are presenters shall be paid as follows:

HOURLY RATE

2023-2024
\$165

The hourly rates set forth above shall be split or prorated in the event of multiple presenters, consistent with past practice.

XX. Thanksgiving Day

Football head and assistant coaches, band directors and cheerleader advisors who participate in the Thanksgiving Day Football game shall receive the following stipend.

ANNUAL RATE

2023-2024
\$248

XXI. S.R.T. Coordinators

The stipend for certified personnel employed as S.R.T. Coordinators shall be as follows.

ANNUAL RATE

2023-2024
\$897

Each elementary school shall have two (2) S.R.T. Coordinators. The Board may, at its discretion, eliminate these positions by assigning their work to non-bargaining unit administrators.

XXII. Encore Activities

'Encore' activities will be offered once per week for 45 minutes in each middle school (except teachers with more than three preparation periods shall be exempt from Encore activities). Teachers will be paid \$525 to develop their activity as an extension and hands-on application of the core-curriculum subject taught by the teachers. Encore activities will not be treated as separate courses. These courses will be graded Pass/Fail or by using another student accountability measure approved by the Superintendent, and shall not factor into teacher performance evaluations. Such Encore activities shall commence six weeks after the start of the school year.

XXIII. Additional Stipend Positions

	ANNUAL RATE
	2023-2024
Bilingual Speech Pathologist	\$3,398
Exchange Trip Stipend	\$520
Tech Coach	\$1,561
Vertical House Leaders	\$7,921
<u>IB Positions</u>	
IB Essay Coordinator	\$1,561
IB CAS Coordinator	\$1,561
IB Essay Advisor	\$157
<u>IEP Compliance</u>	

Up to 50 students	\$5,203
Over 50 students	\$6,243
<u>TEAM Stipends</u>	
TEAM Mentor Coordinator	\$1,273
TEAM District Facilitator	\$5,307
TEAM District Facilitator Assistant	\$3,641

APPENDIX A-6

EXTRA COMPENSATORY STIPEND SCHEDULE

NO. OF HOURS	CLASSIFICATION	2023-24
101-125	I	\$1,167
126-150	II	1,516
151-175	III	1,859
176-200	IV	2,202
201-225	V	2,560
226-250	VI	2,909
251-275	VII	3,263
276-300	VIII	3,606
301-325	IX	3,953
326-350	X	4,189
351-375	XI	4,655
376-400	XII	5,009

RESPONSIBILITY FACTOR

NUMBER	PERCENTAGE
4	05%
5	10%
6	15%
7	20%
8	25%
9	30%
10	35%

EXPERIENCE FACTOR

1. The salary for extra compensation represents the inclusion of an experience factor.
2. The experience factor provides an increment for those teachers who bring experience to the position:

A.	0 years Experience	1.00
B.	1 years Experience	1.10
C.	2 years Experience	1.20
D.	3 years Experience	1.30
E.	4 years Experience	1.40
F.	5 years Experience	1.50
G.	6 years Experience	1.60

Service in such positions during the 2013-2014 school year shall not be counted in applying the experience factor set forth above.

APPENDIX A-7

EXTRA COMPENSATION SALARY SCHEDULE 2023-2024

COACH STIPENDS 2023-2024							
Category	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
1	\$6,642	\$7,305	\$7,971	\$8,638	\$9,300	\$9,963	\$10,626
2	\$6,130	\$6,746	\$7,359	\$7,971	\$8,584	\$9,177	\$9,811
3	\$4,599	\$5,059	\$5,517	\$5,978	\$6,438	\$6,897	\$7,359
4	\$4,413	\$4,855	\$5,296	\$5,739	\$6,180	\$6,622	\$7,064
5	\$4,046	\$4,451	\$4,853	\$5,261	\$5,664	\$6,070	\$6,474
6	\$3,660	\$4,026	\$4,392	\$4,757	\$5,123	\$5,490	\$5,855
7	\$2,870	\$3,160	\$3,446	\$3,733	\$4,020	\$4,307	\$4,594
8	\$2,473	\$2,720	\$2,966	\$3,213	\$3,459	\$3,709	\$3,955
9	\$2,180	\$2,398	\$2,617	\$2,833	\$3,050	\$3,271	\$3,488

Category	High School Head Coaches	Assistant Coaches and Junior Varsity
1	ATHLETIC DIRECTOR (x 2)	
	FOOTBALL	
2	BASKETBALL	
3	BASEBALL	
	LACROSSE	
	SOFTBALL	
4	FIELD HOCKEY	
	GYMNASTICS	
	HEAD TRACK	
	ICE HOCKEY	
	SOCCER	
	SWIMMING	
	VOLLEYBALL	
	VOLLEYBALL	
	WRESTLING	
5	FRESHMAN FOOTBALL	ASSISTANT BASKETBALL
		ASSISTANT FOOTBALL-
6	TENNIS	
	HEAD INDOOR TRACK	

Category	High School Head Coaches	Assistant Coaches and Junior Varsity
7	FRESHMAN BASKETBALL	ASSISTANT BASEBALL
	GOLF	ASSISTANT FIELD HOCKEY
	HEAD CROSS COUNTRY	ASSISTANT ICE HOCKEY
	J.V. BASEBALL	ASSISTANT LACROSSE
	J.V. SOCCER	ASSISTANT SOCCER
	J.V. SOFTBALL	ASSISTANT SWIMMING
		ASSISTANT TRACK
		ASSISTANT VOLLEYBALL
		ASSISTANT WRESTLING
8	FRESHMAN BASEBALL	
	FRESHMAN FIELD HOCKEY	
	FRESHMAN LACROSSE	
	FRESHMAN SOCCER	
	FRESHMAN SOFTBALL	
	FRESHMAN VOLLEYBALL	
9	ROWING COACH	ASSISTANT GOLF

APPENDIX A-8(a)
EXTRA COMPENSATORY SALARY SCHEDULE 2023-24
CLASSIFICATION, RESPONSIBILITY, FACTOR & POSITION

			2023-24						
***EXTRA CURRICULAR PROGRAMS			0	1	2	3	4	5	6
			YRS	YRS	YRS	YRS	YRS	YRS	YRS
8	5	MS COACH - YRLY (A)	3,967	4,364	4,758	5,158	5,553	5,951	6,347
2	4	MS JAZZ ENSEMBLE	1,592	1,750	1,910	2,071	2,230	2,389	2,546
7	4	CHEERLEADERS	3,425	3,769	4,111	4,452	4,795	5,137	5,480
5	0	SENIOR CLASS PLAY	2,560	2,814	3,072	3,327	3,582	3,840	4,095
5	0	NEWSPAPER	2,560	2,814	3,072	3,327	3,582	3,840	4,095
7	0	YEARBOOK	3,263	3,588	3,915	4,240	4,566	4,892	5,220
6	9	POOL DIRECTOR	3,782	4,160	4,539	4,915	5,294	5,673	6,051
6	5	JAZZ ENSEMBLE	3,200	3,521	3,841	4,160	4,480	4,800	5,119
10	9	MARCHING BAND	5,448	5,991	6,536	7,082	7,626	8,171	8,717
6	8	SENIOR CLASS ADV (B)	3,637	4,000	4,364	4,730	5,092	5,445	5,817
4	0	JUNIOR CLASS ADV	2,202	2,425	2,643	2,864	3,083	3,305	3,524
6	0	SHOWTIMERS	2,909	3,200	3,492	3,782	4,074	4,364	4,655
4	0	LIT MAGAZINE	2,202	2,425	2,643	2,864	3,083	3,305	3,524
3	0	SOPHOMORE CLASS ADV	1,859	2,043	2,231	2,415	2,602	2,789	2,974
2	0	FRESHMAN CLASS ADV	1,516	1,669	1,819	1,970	2,123	2,274	2,427
1	0	MS MEMORIAL DAY (C)	1,167	1,283	1,401	1,517	1,635	1,750	1,867
8	5	SPECIAL OLYMPICS (D)	3,967	4,364	4,758	5,158	5,553	5,951	6,347
1	0	FUTURE BUSINESS LEADERS	1,167	1,283	1,401	1,517	1,635	1,750	1,867
3	0	COMM NEWS LETTER ED	1,859	2,043	2,231	2,415	2,602	2,789	2,974
6	5	WEIGHT TRAINING	3,200	3,521	3,841	4,160	4,480	4,800	5,119
2	0	NATIONAL HONOR SOCIETY	1,516	1,669	1,819	1,970	2,123	2,274	2,427
4	5	HS MATH COMPUTERS	2,425	2,666	2,908	3,150	3,392	3,636	3,877
		MS ORCHESTRA ENSEMBLE	1,127	1,239	1,352	1,465	1,577	1,689	1,801
		MS YEARBOOK	2,095	2,305	2,514	2,723	2,934	3,144	3,353
9	9	WINTER PERCUSSION	5,139	5,653	6,167	6,680	7,194	7,708	8,222
3	7	BEST BUDDIES	2,231	2,454	2,676	2,900	3,123	3,347	3,569
4	0	PROJECT EXPLORE	2,202	2,425	2,643	2,864	3,083	3,305	3,524
5	0	BEAR COUNTRY NEWS	2,560	2,814	3,072	3,327	3,582	3,840	4,095
2	0	MATH TEAM COACH	1,516	1,669	1,819	1,970	2,123	2,274	2,427

- (A) MIDDLE SCHOOL SEASONAL COACHES WILL RECEIVE 1/3 OF THE TOTAL STIPEND
- (B) TWO IN EACH HIGH SCHOOL
- (C) 1/3 OF 1 FOR EACH MIDDLE SCHOOL
- (D) 1/3 OF VIII 5-(10%)

Service in such positions during the 2013-2014 school year shall not be counted in applying the experience factor set forth above.

Commencing September 1, 2023, the parties shall commence informal discussions over the restructuring and revision of Appendices 5, 6, and 9, effective September 1, 2024. Any changes through such informal discussions shall be made only by mutual agreement.

On or after November 1, 2023, either party may initiate negotiations in accordance with Conn. Gen. Stat. § 10-153f(e) over the restructuring and revision of Appendices 5, 6, and 9, effective September 1, 2024.

APPENDIX A-8(b)
EXTRA COMPENSATORY SALARY SCHEDULE 2024-2025
CLASSIFICATION, RESPONSIBILITY, FACTOR & POSITION

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APPENDIX A-8(c)
EXTRA COMPENSATORY SALARY SCHEDULE 2025-2026
CLASSIFICATION, RESPONSIBILITY, FACTOR & POSITION

This page intentionally left blank pending negotiations

**APPENDIX A-9
GRIEVANCE FORM**

The undersigned believes that because of the identified specific action(s) the following article(s) and/or paragraph(s) of the contract between the **Board of Education** and the **Norwalk Federation of Teachers** has/have been violated:

1. Article(s) and Paragraph(s) of the contract that has/have been violated:

2. Specific action which violated the article including date and person responsible for alleged violation:

3. Specific connection between action and the article/paragraph being violated:

4. Remedy Sought:

Signature of Grievant: _____ Date: _____

Print Name: _____ Building: _____

Informal Level Date: _____ Resolution: _____

Level 1 Sustained _____ Denied _____ _____ Date: _____
Signature of Administrator

Level 2 Sustained _____ Denied _____ _____ Date: _____
Signature of Superintendent

Level 3 Sustained _____ Denied _____ _____ Date: _____
Signature of Board/Committee/Chair

Note:

1. A copy of the grievance must also be filed with the NFT President or designee.
2. A copy of the grievance must be sent to the teacher and NFT President or designee after disposition at each level of the grievance.

MEMORANDUM OF UNDERSTANDING REVIEW OF SIDE LETTERS

The Norwalk Board of Education and the Norwalk Federation of Teachers agree to address the status of side letters (*e.g.*, MOUs, MOA) as follows:

- The parties will present to each other all side letters in their possession (other than those already attached to the contract) by September 30, 2019.
- Any agreements reached during negotiations concerning the status of side letters including new contract language shall be included as agreed-upon language for purposes of ratification or binding arbitration.
- After negotiations for the successor collective bargaining agreement are concluded, no later than January 3, 2020 each party shall designate a committee of no more than five people (and legal counsel, if requested) to review all side letters not subject to an agreement between the parties. The parties, acting through the committee, shall discuss whether each side letter should be terminated or carried over into the new contract term. Agreements reached through the committee will be subject to the approval of the Board and of the Executive Committee of the Norwalk Federation of Teachers. The committee shall conclude its work by April 1, 2020. During this process, all MOUs shall remain in full force and effect unless the MOU terminates by its terms.
- Should there be disagreement on the status of one or more side letters (including side letters that were not approved by either the Board or the NFT Executive Committee), the parties shall engage in negotiations to resolve the status of such side letters.
- Should either party subsequently discover a side letter that was not shared with the other party, that party shall share the side letter with the other party, and the parties shall discuss the status of the side letter (*i.e.*, whether it terminates or continues). Should there be disagreement on the status of any subsequently-discovered side letter, the parties shall engage in negotiations to resolve the status of the side letter.

NORWALK BOARD OF EDUCATION

By _____

Date: _____

NORWALK FEDERATION OF TEACHERS

By _____

Date: _____

**MEMORANDUM OF UNDERSTANDING
COMBINATION CLASSES**

Elementary classroom teachers assigned to teach combination classes shall be considered for additional preparation time and/or relief from ancillary duties. Such relief shall not necessitate any additional school staff.

NORWALK BOARD OF EDUCATION

NORWALK FEDERATION OF TEACHERS

By _____

By _____

Date: _____

Date: _____

**MEMORANDUM OF UNDERSTANDING
MIDDLE SCHOOL TEACHERS**

In each middle school, teachers (i.e.; Art, World Languages, Family and Consumer Sciences, Technology Education, Music, Physical Education), to the extent practicable, shall not teach more than five (5) periods per day. The Board of Education agrees that the administration, in each middle school, shall consider alternative scheduling proposals that address this concern. Such scheduling alternatives shall not necessitate any additional school staff.

Middle School Related Arts Teachers (i.e., Art, World Languages, Family and Consumer Sciences, Technology Education, Music, Physical Education, and teachers of other special subjects as may be introduced in the future) shall participate in lunch duty and other duties during non-teaching time in excess of their daily preparation period and duty-free lunch for three out of five days per week.

NORWALK BOARD OF EDUCATION

NORWALK FEDERATION OF TEACHERS

By _____

By _____

Date: _____

Date: _____

MEMORANDUM OF UNDERSTANDING PROFESSIONAL DAY WORKSHOPS

The salary schedule for certificated personnel employed in the role of workshop presenters and facilitators shall be as follows:

General Role of Presenters.

1. Workshop Presenter – Prepares to lead a group of teachers on an instructional/curricular topic. A teacher may be asked to share their expertise or may be asked to lead a workshop on new curriculum. The presenter may be given materials to use or may have to develop their own. Presenters may be required to plan an agenda, prepare materials and structure the day through a variety of activities including whole or small group “instruction”.

Presenters shall be paid at the contract rate according to Appendix A-5, Category XVIII. When more than one presenter is leading a workshop, the stipend will be split or prorated consistent with past practice.

2. Workshop Facilitator – Maintains discussions or pre-planned activities. For example, when teachers come together to share information, one person agrees to direct the discussion. A workshop facilitator may also play a more active role but will have been provided training and all materials necessary for the workshop. There is no advance preparation time required in either case.

Facilitators shall be paid at the hourly contract rate according to the rate established in Appendix A-5, Categories I, II and III, Step 2.

Payment for Preparation.

Workshop presenter’s preparation time will be compensated as follows:

1. **High School Department Chairpersons** may use their release time for any additional preparation required to work with their departments.
2. **High School and Middle School Subject Area Leaders and Middle School Team Leaders** who are trained and/or given materials to use when leading a workshop will not be paid for preparation. If additional preparation time is required, teachers shall be notified in advance of the number of hours they shall be compensated. Teachers may also obtain advance approval for additional preparation time from the Assistant Superintendent for Curriculum and Instruction.
3. **Literacy Specialists** who have received training and/or been given materials to use when leading a workshop, will usually not be paid for preparation. If additional preparation time is required, advance approval should be obtained from the Assistant Superintendent for Curriculum and Instruction. Requests will be evaluated on an individual basis.
4. **Classroom Teachers** who take on additional responsibilities shall be paid for preparation time based on prior approval from the Assistant Superintendent for Curriculum and Instruction.

Approval for preparation time shall be obtained at least two (2) weeks prior to the professional day workshop(s). Exceptions shall be made by the Assistant Superintendent for Curriculum and Instruction.

All preparation time shall be paid at the contract rate in Appendix A-5, Categories I, II, III, Step 2.

The parties agree that not all contingencies have been addressed. To avoid any misunderstanding about the rate of pay and/or preparation time, the teacher may submit any proposals that do not fit the above descriptions to the Assistant Superintendent for Curriculum and Instruction at least two (2) weeks before the actual presentation date.

NORWALK BOARD OF EDUCATION

NORWALK FEDERATION OF TEACHERS

By _____

By _____

Date: _____

Date: _____

**MEMORANDUM OF UNDERSTANDING
FURTHER AGREEMENTS REACHED REGARDING 2016-2019 CBA**

This Letter of Understanding is made by and between the Board of Education of the City of Norwalk (the "Board") and the Norwalk Federation of Teachers, Local 1723, American Federation of Teachers, AFL-CIO (the "Federation"), both of which are sometimes hereinafter referred to as "the Parties".

WHEREAS, the Parties are parties to a collective bargaining agreement between the Board and the Federation covering the period September 1, 2013 through August 31, 2016 (the "Current CBA") and have agreed upon a successor contract for the period September 1, 2016 through August 31, 2019 (the "Successor CBA"); and

WHEREAS, the Parties wish to memorialize their further agreements regarding the Successor CBA reached in the negotiations over the successor contract;

NOW THEREFORE, the Parties agree as follows:

Committees

1. Pursuant to Connecticut General Statutes Section 10-220a(b), the Board shall establish a Professional Development and Evaluation Committee and the Federation's President or designee shall serve as a member of such committee. The Professional Development and Evaluation Committee shall plan professional development for bargaining unit members.
2. The Board shall appoint a Joint Study Committee concerning elementary schools. The charge of the Joint Study Committee shall be to discuss (1) the use of meeting time, (2) conferencing and report cards, and (3) other topics as the Parties may mutually agree. The Joint Study Committee shall be composed of the Federation's President or designee, the Superintendent or designee, three elementary principals, and three elementary teachers. The Joint Study Committee shall report its findings by May 1, 2016, and only by mutual agreement the Parties may reopen the Successor CBA to make changes necessary to implement agreed-upon recommendations.

Middle School Team Leaders

3. Any individual who has been serving as a Middle School team leader in accordance with Article XXIX of the Successor CBA for at least five years as of September 1, 2016 shall be subject to the appointment process (*i.e.*, incumbents would require re-appointment). Middle School team leader positions shall be posted in the spring of 2017, and appointments shall be made prior to July 1, 2017 and shall be effective with the beginning of the 2017-2018 school year.

Shortage Areas

4. In the event that shortages arise in specialized areas (e.g., high school science positions) such that positions cannot be filled with qualified teachers, the Federation President and the Superintendent shall meet to resolve the issue.

Editorial Changes to the Successor CBA

5. The Successor CBA shall be subject to proofreading and typographical correction, as well as editorial (*i.e.*, non-substantive) changes that are made by mutual agreement of the Parties. The Parties specifically agree that they shall review Article XXV of the CBA and the Successor CBA, and make editorial (*i.e.*, non-substantive) changes to Successor CBA concerning Article XXV, as needed, only by mutual agreement of the Parties.

IN WITNESS WHEREOF, the Parties have caused their names to be signed.

NORWALK BOARD OF EDUCATION

NORWALK FEDERATION OF TEACHERS

By _____

By _____

Date: _____

Date: _____

MEMORANDUM OF UNDERSTANDING

Regarding 6th Year Placement of Certain Teachers, Termination of Settlement Agreement, and Employment Contracts to be Provided to the NFT After Execution

Whereas the Norwalk Board of Education and the Norwalk Federation of Teachers are parties to a collective bargaining agreement in effect September 1, 2020 through August 31, 2023, and

Whereas through further discussion following the negotiation of the current collective bargaining agreement, the parties resolved the status of all outstanding memoranda of agreement then known to the parties, and

Whereas such discussions included the following agreements,

Now therefore, the Norwalk Board of Education and the Norwalk Federation of Teachers hereby agree as follows:

1. Article VIII(1)(c) of the collective bargaining agreement shall be amended to read:
 - c. BA + 60: A Sixth Year level of training refers to *(1) a planned program of graduate study subsequent to the completion of the Master's Degree, or (2) a second Master's Degree in a discipline other than the discipline in which the initial Master's Degree was attained, or (3) the completion of sixty (60) credits beyond the baccalaureate degree in a program given prior approval by the Superintendent, (4) completion of a masters' degree program in school social work, school psychology, school counseling, or special and language pathology that required sixty (60) or more credit hours.*
2. Should the cost of changing degree track placements of current bargaining unit members exceed \$100,000 for the 2020-2021 school year, the Board reserves the right to phase such changes in proportionately over two years.
3. Reference to the Settlement Agreement in Civil Action No. 3:07CV1591 shall be deleted from the collective bargaining agreement, and the Norwalk Federation of Teachers agrees that it will not seek enforcement of that Settlement Agreement in the future.
4. After an employment contract with the Superintendent, assistant superintendents or other senior level administrative employees is executed or modified, the Board shall promptly provide the Norwalk Federation of Teachers copies of such contracts.

NORWALK BOARD OF EDUCATION

By _____

Date: _____

NORWALK FEDERATION OF TEACHERS

By _____

Date: _____

MEMORANDUM OF UNDERSTANDING JOB SHARING PROPOSAL

The Norwalk Public Schools will consider job sharing proposals on a case by case basis. This document represents a standard agreement between the Norwalk Board of Education and teachers who wish to participate in a job sharing arrangement. If your request varies in any way from the standard agreement, please describe the exceptions you wish to make in the exception area on the last page.

This represents a proposed plan to share one _____ grade subject) class at _____ School for the _____ school year. The shared job is a form of permanent (.5) employment in which two teachers jointly fulfill the responsibility for one full-time (1.0) position. This job sharing arrangement is for one year.

As a team, each teacher will be accountable and share responsibility for the total job.

Work Schedule

Each Teacher will work every day for one-half a day. Each teacher will attend faculty meetings as well as other required meetings. Both will be present for parent conferences, night conferences and consultations regarding students (e.g. SRT, PPT, annual reviews, etc.).

Duties

Duties will be assigned by the building principal.

Professional Development

Each teacher will be required to attend professional days for the full day.

Planning

Each teacher will be responsible for the entire curriculum. There will be extensive advanced planning in order to divide the curriculum according to each teacher's special unique skills and interests. Evidence of this planning will be provided to the district prior to the start of the school year.

Absence

When one teacher must be absent the other teacher will cover the classroom for the full day with no additional compensation. If one teacher must leave, the other will take over the position on a full-time basis as their full pay until a new partner can be found. The original remaining job sharer will conduct the training for the new partner.

Communication

Each teacher will share ideas, methods, and activities with the other and with other staff members.

Evaluation

Each teacher will be evaluated individually.

Flexibility and Compromise – Adjustments to planning and implementation will occur as necessary with the principal's permission.

Housekeeping – Each teacher will be involved in decisions regarding bulletin board displays, division of supplies, budgeting, room arrangements, etc.

Teacher/Parent Relationships – Job sharing may generate some parental concern so there will be a special effort to communicate with parents before the start of school.

Student Adjustment – To alleviate any possible confusion, both partners will make special efforts to communicate with parents and student during the early stages of the school year.

Program Assessment – Evaluation and assessment of job sharing will occur in the following ways:

- Principal Evaluation – The principal will provide an assessment of the job sharing arrangement.
- Parent Questionnaire – Parents/Guardians of students involved in the job sharing may be asked to complete a questionnaire at the end of the school year.
- Teacher Reports – During the first year teachers involved in the job sharing will write a report at the end of the school year regarding successes and issues for concern with regard to the job sharing.
- Student Questionnaires

Salary – Half-time (.5) pro-rated per step and degree.

Health Insurance – Full benefits for each per contract and past practices.

Retirement – The normal 7%/1¼% of salary earned will be put toward retirement. Each teacher will receive credit for time served (.5 for each year in the job share).

Return to Full Time – Both teachers are guaranteed a full time position for which they are certified and qualified as per contractual agreement.

Sick/Personal Days – Sick and personal days will be accrued at one-half the rate of full time teachers. (7.5 sick days and 1 personal day per year)

Layoff/Recall – Layoff and recall done as if teachers were full-time employees with full contractual rights.

Step Increment Increase – A full step increase will be given for each teacher.

Exception Area:

Signature indicates full agreement and compliance with the requirements stated above. Failure to fulfill these requirements will end the job sharing arrangement.

Name _____

Date _____

Name _____

Date _____

Approval of Building Principal

Date _____

Signature

Approval of Superintendent or Designee

Date _____

Signature

MEMORANDUM OF UNDERSTANDING YEAR-ROUND SCHOOL

Whereas, the Norwalk Board of Education (the “Board”) and the Norwalk Federation of Teachers (the “Federation”) reached an Intermediate Mediated Agreement on June 19, 2017, and Whereas, through negotiations related to the 2020-2023 collective bargaining agreement between the Board and the Federation, the parties agreed to continue the provisions in that Agreement related to year-round school in a separate memorandum of agreement,

Now therefore the Board and the Federation agree as follows:

The Board may initiate a 200-day schedule for year-round schools in accordance with the following agreements.

- The salary schedule for teachers in such schools will be increased on a per diem based on a 182 day work year.
- The dates of the 200-day schedule shall be subject to consultation with the Federation, and the school calendar shall be coordinated with the district’s professional development calendar. The school year in such schools may commence before Convocation, but teachers in year-round schools shall attend Convocation. The school calendar for the year will include no more than four breaks of no more than five weeks.
- The Board will seek volunteers for such schools, but it retains the right to make assignments as necessary.
- The scheduling of progress reports shall be subject to consultation with Federation.
- Teachers assigned to the year-round school will have the same rights to request a voluntary transfer as other teachers.
- Teachers assigned to the year-round school have the same rights under the reduction in force procedure as other teachers.
- Teachers at the year-round school will be permitted to have their children attend the school tuition free, on a space-available basis.
- Air conditioning is required in any year-round school.

NORWALK BOARD OF EDUCATION

By _____

Date: _____

NORWALK FEDERATION OF TEACHERS

By _____

Date: _____

**MEMORANDUM OF UNDERSTANDING
ACCOMMODATING PARENTS FOR PPT/SECTION 504 MEETINGS**

Whereas, the Norwalk Board of Education (the “Board”) and the Norwalk Federation of Teachers (the “Federation”) reached an agreement on August 29, 2017 concerning the transition to the State Partnership Plan and other matters, and

Whereas, through negotiations related to the 2020-2023 collective bargaining agreement between the Board and the Federation, the parties agreed to continue paragraph 8 in that Agreement related to year-round school in a separate memorandum of agreement,

Now therefore, the Board and the Federation agree that teachers shall continue to accommodate parents on a case-by-case basis in regard to scheduling PPT/504 meetings.

Accommodations may include:

- Scheduling PPT/504 meetings during prep periods.
- Flexibility in rescheduling to better accommodate dates for parents when appropriate.
- Scheduling during Monday professional meeting time.
- Telephone or video conference options for parents.
- Continue the practice of allowing teachers to submit written reports when appropriate.

NORWALK BOARD OF EDUCATION

By _____

Date: _____

NORWALK FEDERATION OF TEACHERS

By _____

Date: _____

**MEMORANDUM OF UNDERSTANDING
COLUMBUS MAGNET SCHOOL**

This Memorandum of Agreement (hereinafter “MOA”) is made by and between the Norwalk Board of Education (the “Board”) and the Norwalk Federation of Teachers (the “Federation”), both of which are sometimes hereinafter referred to as “the parties.”

WHEREAS, the Board and the Federation are parties to a collective bargaining agreement for the period September 1, 2020 through August 31, 2023 (the “Agreement”), and

WHEREAS, Columbus Magnet School added a Sixth grade in August, 2017, and

WHEREAS, Columbus Magnet School added a Seven grade in August, 2018, and

WHEREAS, Columbus Magnet School added an Eighth grade in August, 2019, and

WHEREAS, Article XX, Section 1, of the Agreement identifies K-5 as Elementary, and higher grades as Secondary;

It is agreed that the following applies to the Sixth-grade class, Seventh-grade class, and Eighth-grade at Columbus:

The Columbus Sixth-grade class, Seventh-grade class, and Eighth-grade class operate as Elementary-structure classrooms, with a class size limit of 24, and an expectation of evening parent conferences as for other Elementary classes, and as described in Article XX, Section 10, of the Agreement. The number of conferences required shall not exceed that expected of a traditional elementary school teacher at Columbus.

The Sixth-grade teacher is expected to teach multiple subjects similar to other Elementary-level teachers.

The Sixth-grade teacher may opt to attend Professional Development sessions designed for his or her building, or to attend sessions designed for other Sixth grade certified teachers.

The Columbus Sixth-grade teacher is considered an Elementary teacher, in the same class as the other K-5 certified staff in the building, when a Reduction in Force in the building is necessary, as described in Article XIV of the Agreement.

The Seventh-grade and Eighth-grade teachers will split and share subject assignments.

The Seventh-grade and Eighth-grade teachers may opt to attend Professional Development sessions designed for their building, or to attend sessions designed for other Seventh-grade and Eighth-grade certified teachers.

The Columbus Seventh and Eighth grade teachers are considered Secondary teachers, in the same class as other middle school certified staff in the district, when a Reduction in Force in the building is necessary, as described in Article XIV of the Agreement.

NORWALK BOARD OF EDUCATION

By _____

Date: _____

NORWALK FEDERATION OF TEACHERS

By _____

Date: _____

**MEMORANDUM OF UNDERSTANDING
OPPORTUNITY TO OBTAIN TESOL CERTIFICATION AT BOARD EXPENSE**

The Norwalk Board of Education and the Norwalk Federation of Teachers agree that the Board may offer interested teachers the opportunity to complete and receive bilingual certification as follows:

NOTIFICATION

Beginning January 2020, the District is offering individuals interested in TESOL or bilingual certification the opportunity, at no costs to them, to complete and receive this certification. As part of this program, Participants will be provided with in-district instruction toward their TESOL or bilingual certification and, for a three year commitment, the District will provide costs of 100% of the program up to \$5,000.00 per individual.

This program is completely voluntary but is subject to certain limitations listed below. In order to qualify for this program, the individual must commit to work for the District for a period of at least three (3) years. The individual must further agree that once they have started the program, and the District has paid for the program, that they must successfully complete all the requirements of the program including any and all tests that may be required.

Should the participant not complete all the requirements, voluntarily resign or be terminated for cause prior to the three (3) year commitment, they shall be obligated to pay a prorated share of the costs to the District at the following rates

:

- One (1) year or less = 100% of the cost
- After one (1) year but before year two (2) = 66% of the cost
- After year two (2) but before the third anniversary = 33% of the cost.

If you are interested, please sign and date Agreement to Participate and return to **LISSETTE COLÓN** in Human Resources.

AGREEMENT TO PARTICIPATE

I, _____ (Print First and Last Name) being an adult over the age of 18 and wholly of my own free will do consent and hereby agree and affirm by my signature below to participate in the TESOL and/or bilingual certification program described above. I further agree and affirm by my signature that should I not complete the program requirements, voluntary resign my position with the Norwalk Board of Education, or be terminated for cause at any time before the third year anniversary of my completion of the program that I will be responsible for reimbursing the Norwalk Board of Education for the costs of the program based on the following proration schedule:

- One (1) year or less = 100% of the cost
- After one (1) year but before year two (2) = 66% of the cost
- After year two (2) but before the third anniversary = 33% of the cost.

I further agree that should the Board pursue legal action against me to recover said costs that I may be liable for all fees associated with such action including any and all reasonable attorney's fees and court costs.

(Sign First and Last Name)

(Date)

MEMORANDUM OF UNDERSTANDING
Extended Year for Out of District Placement Coordinator, Gifted and Talented Teacher
Coordinator, Adaptive Technology Specialist, and Transition Coordinator

The Norwalk Public Schools (hereinafter the “Board”) and the Norwalk Federation of Teachers (hereinafter the “Union”) agree to the following:

1. The Board and the Union are parties to a collective bargaining agreement September 1, 2020 to August 31, 2023.
2. The Out of District Placement Coordinator, Gifted and Talented Teacher Coordinator, Adaptive Technology Specialist, and Transition Coordinator are employed by the district as 10-month employees.
3. The certified individual and the supervisor may establish a calendar of summer work hours through mutual agreement.
4. These summer work hours will be paid at a per diem rate and reported as pensionable income if appropriate.
5. This resolution is based on the facts of this specific situation, and the terms set forth in this MOA shall not establish a practice of precedent in any respect.

NORWALK BOARD OF EDUCATION

By _____

Date: _____

NORWALK FEDERATION OF TEACHERS

By _____

Date: _____

MEMORANDUM OF UNDERSTANDING
Reimbursement UCONN Graduate Certificate in Gifted Education and
Talent Development Program

This Memorandum of Agreement (hereinafter "MOA") is made by and between the Norwalk Board of Education (the "Board") and the Norwalk Federation of Teachers (the "Federation"), both of which are sometimes hereinafter referred to as "the parties."

Whereas, the Norwalk Public School is changing the requirements to teach the Academically Talented program, which will be known as Gifted and Talented program.

Whereas, as of December 2020, Norwalk Public Schools Gifted and Talented educators will be required to obtain a University of Connecticut Certificate in Gifted Education and Talent Development or a Master of Arts or Education degree or Sixth Year Diploma in Gifted Education.

Now therefore, the Parties agree as follows:

1. For teachers in the Gifted and Talented program, the Norwalk Board of Education will cover course fees and tuition for the University of Connecticut Graduate Certificate in Gifted Education and Talent Development program.
2. Teachers must teach in the district for the remainder of the current school year following course reimbursement for a class taken during the fall semester. A teacher must teach in the district for the next school year following course reimbursement for a class taken during the spring semester or during the summer.
3. In the event that a teacher resigns to accept a position elsewhere prior to meeting the above obligations, the teacher shall repay the reimbursed amount to the district prior to the last day worked. If the teacher fails to make such a repayment prior to the last day worked, the amount may be withheld from the teacher's final paycheck.
4. Teachers assigned to the Gifted and Talented Program who are not willing or able to satisfy the new requirements will be considered excessed in the Fall 2020 for the purposes of placement according to the Collective Bargaining Agreement. This provision in no way limits contractual rights of management in regards to reduction in force or discipline for just cause.

NORWALK BOARD OF EDUCATION

By _____

Date: _____

NORWALK FEDERATION OF TEACHERS

By _____

Date: _____

MEMORANDUM OF AGREEMENT

In the recently-concluded negotiations, the Norwalk Board of Education and the Norwalk Federation of Teachers agreed as follows:

Subject to the following conditions, the Board will implement a high deductible health insurance plan effective September 1, 2023, with health savings account with the following elements

- \$2,000/\$4,000 deductibles
- Network matches per Union proposal
- In network out-of-pocket maximum of \$2,000/\$4,000, subject to further OOP maximum for drugs of up to \$1,000/\$2,000
- Out-of-network out-of-pocket maxima of \$4,000/\$8,000
- Out-of-network coinsurance 80%/20%
- Drug copays after deductible is met: \$5/\$25/\$40. Mail order: \$5/\$50/\$80
- Subject to Maximum OOP drug copays and out-of-network charges (amounts over allowances OON are not carried to OOP maximum)
- Board contribution to deductible: 50%, one-half on September 1 of each year, then the balance to be transferred in monthly installments.
- Employee premium cost sharing:
 - 2023-2024: 20%
 - 2024-2025: 20.5%
 - 2025-2026: 21%

The Board will implement this plan subject to the following conditions:

- The Board will undertake a formal RFP process.
- If the Board receives at least two formal responses, the Board will move forward with a the above-described HDHP plan unless any of the following occur:
 - The quotes received do not show savings as compared to the SPP on July 1, 2023 similar to those projected through the informal process.
 - The quotes do not meet the disruption standards as proposed by the NFT
 - One or more of the other bargaining groups do not agree to move to the HDHP.

If the foregoing conditions are met and the Board implements the HDHP/HSA plan, the Board will be responsible for bank fees associated with the HSA.

If the foregoing conditions are not met and the Board does not implement the HDHP/HSA plan as a result, the parties shall enter into reopener negotiations in accordance with Conn. Gen. Stat. § 10-153f(e) over the health insurance plan to be implemented September 1, 2023 or as soon thereafter as practicable.

The parties agree to this Tentative Agreement:

NORWALK BOARD OF EDUCATION

NORWALK FEDERATION OF TEACHERS

By _____

By _____

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