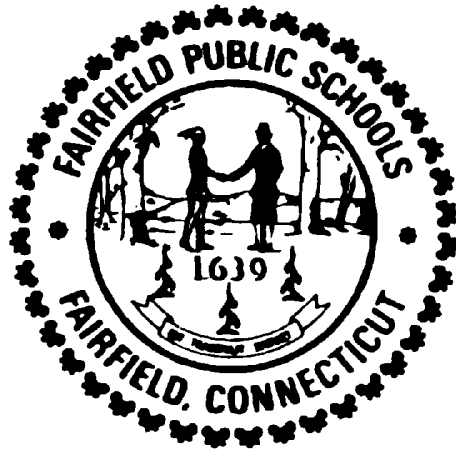


**COLLECTIVE BARGAINING AGREEMENT**  
**BETWEEN**  
**FAIRFIELD BOARD OF EDUCATION**  
**AND**  
**FAIRFIELD EDUCATION ASSOCIATION**



TOGETHER WITH RELATED  
ADMINISTRATIVE AND BOARD OF EDUCATION POLICIES  
OF THE  
FAIRFIELD PUBLIC SCHOOLS  
JULY 2010 - JUNE 2012

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## **COMPREHENSIVE DOCUMENT**

This booklet contains the Comprehensive Document developed between the Board of Education of Fairfield and the Fairfield Education Association, which is recognized by the Board of Education of Fairfield as the bargaining agent for the teaching staff of Fairfield Public Schools.

The Comprehensive Document is divided into two parts as follows:

### **Part 1**

Collective Bargaining Agreement negotiated by the Board of Education and the Fairfield Education Association effective July 1, 2010 and terminating June 30, 2012, containing herewith otherwise referenced documents.

### **Part 2**

Board/Administrative policies and memorandum. Throughout the document, those Policies are designated with an asterisk (\*). They are not part of the contract but are noted throughout in order to reference topics in a common location.

## **PART 1**

### **COLLECTIVE BARGAINING AGREEMENT**

#### **PREAMBLE**

##### **Collective Bargaining Agreement**

The Board of Education of Fairfield (hereinafter called "Board") and the Fairfield Education Association (hereinafter called the "Association") recognize that, among the Board, the Superintendent and the Association, there currently exists a harmonious working relationship. This relationship is predicated on co-operation and good faith and is structured to ensure the best interest of public education in Fairfield.

In developing this Collective Bargaining Agreement, the Association recognizes the legal authority of the Board; the Board and the Association recognize the legal responsibility of the Superintendent to the Board and to the professional certified staff; the Board and the Superintendent recognize the Association and its statutory right to negotiate salaries and conditions of employment for the professional certified staff.

#### **ARTICLE I**

##### **RECOGNITION**

1. The Board hereby recognizes the Fairfield Education Association as the exclusive representative of the teacher group of certified professional employees of the Board, and of those employees holding Durational Shortage Area Permits (DSAP), except

as excluded by Connecticut General Statutes Section 10-153b as amended; the Association having been designated pursuant to a designation petition certified by the Board of Education on December 20, 1965, and reaffirmed in a Representation Election held May 17, 1983. All of the provisions of the Agreement except Article V, Separation and Recall Procedure, apply to DSAP's.

2. The Board agrees that it will not negotiate or confer with any individual or organization of teachers, other than the Fairfield Education Association as long as said Association retains organizational recognition status.

## **ARTICLE II**

### **PROCEDURE FOR CONDUCTING NEGOTIATIONS**

Upon a request of either party for a meeting to open negotiations, a meeting shall be held not more than 15 calendar days following such a request, unless mutually postponed by the parties.

This Agreement shall constitute the policy of the Board and the Association in the subject areas covered by the Agreement for the duration of the Agreement unless changed by the consent of the parties to this Agreement. Previously adopted policies, rules or regulations in conflict with this agreement are superseded by this Agreement. Nothing in this Agreement which changes pre-existing Board of Education Policy will have retroactive applicability or operation.

#### **Translations Due to Changes**

If during the life of this contract, substantial changes in the school organization, instructional practices and/or program structures should render the language in any part of this contract inappropriate, the following shall occur:

- a. Either party may submit a written request for a meeting to translate the contract provisions in question into appropriate language.
- b. Within five days of receipt of such request, a meeting shall occur between the Superintendent and the FEA President and/or their designees to translate the contract provisions in question into language appropriate to the new situation.
- c. If within thirty days of the first meeting, the parties cannot reach an agreement, then the issue of translation shall be submitted to binding arbitration. A single arbitrator shall be mutually agreed upon, or failing that, shall be assigned from the CT. State Department of Education approved list of interest arbitrators. Said single arbitrator shall render his/her decision based on the criteria cited in C.G.S. 10-153f (c).

- d. The parties acknowledge that the high school schedule may be modified during the term of this Agreement (trimester, block schedule, etc.) and such may trigger an obligation to bargain the impact of any said change.

### **ARTICLE III**

#### **RIGHTS AND RESPONSIBILITIES OF THE BOARD**

Subject to the provisions of this Agreement, the Board and the Superintendent of Schools reserve and retain full rights, authority and discretion in the proper discharge of their duties and responsibilities, to control, supervise and manage the public schools of the Town of Fairfield and its professional staff under governing laws, ordinances, rules and regulations - Municipal, State and Federal.

### **ARTICLE IV**

#### **DUTIES, RESPONSIBILITIES AND WORKING CONDITIONS**

##### **BASIC TEACHING RESPONSIBILITIES**

The basic teaching assignment for all levels shall include:

- a. All scheduled teaching assignments during the school day, together with the usual assignments as the supervision of home rooms, study halls, guidance periods, cafeteria, playground, bus, student activity proctoring and special assignments because of emergencies created by the absence of teachers or by other unusual circumstances.
- b. All activities relevant to good teaching and professional status such as planning and preparation of work and homework, construction and correction of tests, evaluation of student work, extra help periods, and the completion of all requested reports related to the teaching process.
- c. All activities related to the development and maintenance of good school program, including desirable community relations such as faculty, house, subject area, grade level, committee or subcommittee meetings; responsibility for assembly program; sponsorship of clubs, councils and intramurals; parent conferences; special PTA and open house programs; and student programs for parent audiences. Such duties shall be shared as equally as possible by all members of the staff.

**4.1 ELEMENTARY DUTIES, RESPONSIBILITIES AND WORKING CONDITIONS**

**4.1.1 Preparation Time**

All certified teachers in the elementary schools will be provided with an average of thirty (30) minutes of preparation time per day or a total of one hundred-fifty (150) minutes per week in blocks of no less than twenty (20) minutes.

Certified teachers in the elementary schools will be compensated for any loss of preparation time below 150 minutes per week. Said compensation shall be computed at the curriculum rate for such teachers. Exceptions to this clause may be made, on a reasonable basis, for emergencies which arise during the school day or in situations where the lack of preparation time is due to the failure of a specialist to notify the building principal of his/her absence by 7:15 a.m.

**4.1.2 Duty Free Lunch**

All elementary teachers shall have at least 30 minutes continuous duty free lunch period.

**Class Size and Staffing Adequacy**

The parties agree that, subject to legal and contractual limitation, the matters of class size and staffing adequacy are subject to the ultimate judgment of the Board of Education. The Board of Education agrees that prior to increasing the existing elementary class size average more than ten percent (10%) above the 1973-74 average class size, it will notify the Fairfield Education Association and give the Fairfield Education Association representatives an opportunity to discuss such modifications or changes.

- a. Special Education Intensive or Self-Contained\*
- b. Special Education - Resource\*

**4.1.3 Elementary Class Size (Board Policy #6151)\***

**4.1.4 Schedules for elementary art teachers shall be determined in terms of units, where one unit equals 15 minutes. Elementary art teachers shall have one and one-half (1.5) hours per week of non-instructional time for the performance of art-related building responsibilities.**

Notwithstanding the above provisions, the teaching load for elementary art teachers shall not exceed the following:

<b>F.T.E</b>	<b># Of Units Per Week</b>
1.0	86
.9	76

.8	68
.7	60
.6	52
.5	44
.4	34
.3	26
.2	16
.1	8

**4.1.5. Music and Physical Education Class Loads**

Notwithstanding the class size provisions stated above, the teaching load for elementary music and physical education teachers shall not exceed the following:

<u>F.T.E.</u>	<u># Of Classes Per Week</u>
1.0	43
.9	38
.8	34
.7	30
.6	26
.5	22
.4	17
.3	13
.2	8
.1	4

**4.2 MIDDLE SCHOOL DUTIES, RESPONSIBILITIES AND WORKING CONDITIONS**

**4.2.1 Community Approach**

When students are organized in communities, the size of the community shall not exceed 112 students. This load applies to the core instructors – English, Social Studies, Science, and Mathematics, except for sixth grade wherein the Reading instructor shall also be included. Where the team determines that it may be in the best interest of the children to deviate from the 112 for grouping purposes such shall be accommodated within this community size in accord with Item 4.2.5 below.

**4.2.2 Student Load and Class Size**

a. Student load for middle school teachers (6-8) shall not exceed the following:

Art	120
Computer	110
Foreign Language	105
Health	125 per day

Home Economics	
Lab	90
Non-Lab	120
Industrial Arts/Technology	
Shop	90
Drafting	120
Music	
General	150
Theory, History & Appreciation (30 per class)	120
Band, Orchestra, Choir, Chorus (No more than 5 assigned periods)	
Physical Education	150 per day

Student load shall be interpreted in accordance with the past practice of the parties.

- b. When students are not organized in communities, student load shall be pursuant to the loads for grades 9-12 as found in 4.3.1 below.

#### **4.2.3 Guidance Counselors**

Within the middle school, there shall be at least one guidance counselor per grade. If the individual's student load is less than 150 or exceeds 300 students, the contract may be reopened for negotiations, but said negotiations will not be subject to binding arbitration.

#### **4.2.4 Special Education - Middle School\***

- a. Student load - Special Education Resource
- b. Student load - Special Education Intensive or Self-contained

#### **4.2.5 Student Load Excess**

If, any time after October 1, a teacher is assigned more students than allowed by the student load maximum, it shall be the responsibility of the teacher to notify the FEA president who shall request a meeting with the building principal and the teacher involved to discuss the reason(s) for such excess.

- a. If it can be shown that the overage is necessitated by the enrollment of new students in a school after July 1, the overage shall be permitted as long as the individual teacher's student load does not exceed the contractual maximum by more than 5%.
- b. If the excess is caused by other factors, it shall be permitted unless the FEA submits a written exception to the Superintendent or designee within five working days of the meeting.



- c. Failure to file an exception to a specific overage shall not be considered as precedent setting nor shall it be applicable to any other situation.

**4.2.6 Grade 6 Foreign Language**

Effective 1994-95, if there are shortened periods for foreign language Grade 6, the teaching load can be increased in inverse proportion to the length of the instructional period; each child will count proportionally less toward the teacher’s total load.

**4.2.7 Preparation Periods**

Full-time teachers shall have one class period of continuous, unbroken time per day or five (5) periods per week as a preparation period. If within the school day an emergency arises which necessitates that a teacher be required to cover another class or extra duty assignment during his/her scheduled preparation periods, the provisions of the previous sentence are waived.

**4.2.8 Secondary Class Size (Board Policy )\***

**4.3 HIGH SCHOOL DUTIES, RESPONSIBILITIES AND WORKING CONDITIONS**

**4.3.1 Student Load and Class Size**

Student load for high school teachers (grades 9-12) shall not exceed the following:

Art	120
Business Education	120
Counselor	250
English	105
Foreign Language	105
Health	125 per day
Home Economics	
Lab	90
Non-Lab	120
Industrial Arts/Technology	
Shop	90
Drafting	120
Mathematics	120
Music	
General	150
Theory, Hist. & Appreciation (30 per class)	120
Band, Orchestra, Choir, Chorus (No more than 5 assigned periods)	
Physical Education	150 per day
Science	110

(24 students max in lab class)

Social Studies

120

Student load shall be interpreted in accordance with the past practice of the parties.

#### **4.3.2 Student Load Excess**

If, any time after October 1, a teacher is assigned more students than allowed by the student load maximum it shall be the responsibility of the teacher to notify the FEA president who shall request a meeting with the building principal and the teacher involved to discuss the reason(s) for such excess.

- a. If it can be shown that the overage is necessitated by the enrollment of new students in a school after July 1, the overage shall be permitted as long as the individual teacher's student load does not exceed the contractual maximum by more than 3%.
- b. If the excess is caused by other factors, it shall be permitted unless the FEA submits a written exception to the Superintendent or designee within five working days of the meeting.
- c. Failure to file an exception to a specific overage shall not be considered as precedent setting nor shall it be applicable to any other situation.

#### **4.3.3 Secondary Class Size (Board Policy)\***

#### **4.3.4 Special Education - High School\***

- a. Student load - Special Education Resource
- b. Student load - Special Education Intensive or Self-contained

#### **4.3.5 Preparation Periods- High School**

Full-time teachers shall have one class period of continuous, unbroken time per day or five (5) periods per week as a preparation period. If within the school day, an emergency arises which necessitates that a teacher be required to cover another class or extra duty assignment during his/her scheduled preparation periods, the provisions of the previous sentence are waived.

#### **4.3.6 Duty Period Adjustments- High School**

The Administration shall make reasonable efforts to equalize duty periods and non-instructional duties. If a high school teacher has twenty six (26) or more instructional periods for the week, school administration shall make a reasonable effort to reduce the number of duties or non-instructional periods assigned to any such teacher.

#### **4.3.7 Teaching Preparations- High School**

Prior to assigning a secondary school teacher to more than three (3) different preparations (except where additional subjects or preparations are requested by the teacher in writing) school administration shall review the master schedule to determine whether any such additional preparation may be assigned to another teacher who currently has fewer than three (3) preparations. The administration will make a reasonable effort to adjust assignments based on that determination.

#### **4.4 WORKING CONDITIONS FOR PART-TIME STAFF AND SHARED STAFF**

##### **4.4.1 Teaching Assignment**

- a. Part-time Staff: The teaching and duty assignment for part-time staff shall be proportional to that of a full-time equivalent teacher.
- b. Shared Staff: In circumstances where a teacher is assigned in two or more buildings, the following shall be complied with to allow the most effective implementation of the teaching assignments.
  - i. The student load of a shared teacher shall be proportional to that of a full-time equivalent teacher as defined in Article IV, Section 4.2 subsection 4.2.2 (a) (b) (c).
  - ii. Teachers may be assigned to non-teaching duties in proportion to their teaching assignment.
  - iii. Staff have a responsibility to participate in parent conferences, building and system-wide meetings. The need for exception to this should be discussed with the administrator involved.
  - iv. Shared staff will be provided reasonable time for travel between buildings.

#### **4.5 TEACHER EVALUATION AND PERSONNEL FILE**

##### **4.5.1 Evaluation (Administrative Policy)\***

See evaluation document entitled Program for Teacher Evaluation and Professional Excellence. A copy of this publication can be obtained from the Personnel Office. According to Connecticut General Statute §10-151b, any claims of failure to follow the established procedures of this Program shall be subject to the grievance procedure of Article XI.

#### **4.5.2 Personnel File**

The Superintendent will be responsible for the maintenance of personnel files in accordance with Connecticut General Statutes, Section 10-151 a. (as amended).

Each professional employee certified by the State Board of Education and employed by any local or regional board of education shall be entitled to knowledge of, access to, and upon request, a copy of supervisory records and reports of competence, personal character and efficiency maintained in such employee's personnel file with reference to evaluation of performance as a professional employee of such board of education.

#### **4.6 FACULTY AND DEPARTMENT MEETINGS (ADMINISTRATIVE POLICY)\***

#### **4.7 PROMOTION OF STAFF MEMBER (ADMINISTRATIVE POLICY)\***

#### **4.8 EARLY LEAVE POLICY (ADMINISTRATIVE POLICY)\***

#### **4.9 PERMISSIBLE ABSENCES**

##### **4.9.1 Sick Leave**

- a. All regular employees shall be allowed full days for absence due to personal illness not to exceed fifteen (15) days in each school year. Unused sick leave may be accumulated from year-to-year, provided however, that the maximum of such accumulation shall not be more than one hundred fifty (150) days. A doctor's certificate must be presented in the case of any absence due to illness over ten consecutive school days.
- b. The Fairfield Board of Education will observe in reference to pregnancy (disability) and childbirth leaves the provisions as outlined in the Connecticut General Statutes and as it may be amended from time-to-time.
- c. All regular employees shall be allowed up to twenty (20) days of his/her accumulated sick leave for the purpose of adoption of a minor child.

##### **4.9.1.1** Notwithstanding the foregoing limitations, the Superintendent may allow sick leave with full pay according to the following guidelines:

- a. Up to thirty (30) additional days for employees with one to five years of service.
- b. Up to sixty (60) additional days for employees with five to ten years of service.
- c. Up to ninety (90) additional days for employees with ten or more years of service.

The Board of Education may allow any teacher with more than five years of service additional sick leave with pay equal to the difference between the regular salary of such teacher or supervisor and the pay of his/her substitute.

However, no such leave shall extend beyond the school year in which it is allowed, and no allowance shall be made without a doctor's certificate.

#### **4.9.2 Personal Absence**

- a. In case of death in the family or immediate household of any regular employee, such employee shall be entitled to leave with full pay for not more than five days.
- b. Up to five days in each school year may be allowed with pay for such absences, which in the opinion of the Superintendent of Schools are considered unavoidable and reasonable, including the observances of major religious holidays. One day, per year, of the five days allowed with pay may be used in the death of a close friend. One day, per year, of the five days allowed with pay may be considered as a private business day.
- c. Up to ten additional days may be allowed for causes which, while not unavoidable, are deemed important and reasonable by both the employee and the Superintendent of Schools. These ten days may be made available to the employee with pay equal to the difference between the regular salary and the pay of the substitute. Such absences are to be exclusive of allowable sick leave.
- d. If an employee uses the private business day during the month of June, then the employee shall receive pay equal to the regular salary minus the daily substitute rate.
- e. Any pay loss for an individual on a per diem basis shall be figured at the rate of 1/187 times salary and if this absence is five or more days in length then in addition, loss of Board paid insurance cost will also be deducted for said period. The per-diem rate for 10 ½ month personnel shall be computed at a rate of 1/197 times salary.

**4.9.2.1 Personal or Private Absence Requests** (Administrative Policy)\* For Definition/Examples, see corresponding Administrative Section.

**4.9.2.2 Absence with Full Pay** (Administrative Policy)\*

**4.9.2.3 Absence with Pay Less Substitute** (Administrative Policy)\*

#### **4.10 DUTY FREE LUNCH**

All 50% or more FTE teachers shall have a minimum of thirty (30) continuous minutes of duty free lunchtime per day. Such lunch period shall be allocated in addition to the teacher's preparation period.

#### **4.11 TRANSFER**

A transfer is a change from one supervising unit to another. Any transfer shall be at the discretion of the Superintendent in the best interests of the school system.

The interests of the students and the educational program are paramount in the assignment of certified personnel. Transfers shall be made after every reasonable effort has been made to make staff aware of opportunities which may exist for voluntary transfers and to meet the requests and preferences of the individual staff members.

When a vacancy is known for the ensuing school year causing the administration to seek candidates from outside the district, the Personnel Administrator will notify the FEA president. Present employees interested in being considered candidates will be provided an opportunity to be interviewed.

Although the Board and Association recognize that some involuntary transfer of certified personnel is unavoidable and in the system's best interest, they also recognize that frequent transfer of certified personnel can be disruptive to the educational program. The Board will make every effort to avoid repeated involuntary transfers of the same member of the certified staff.

Any employee affected by a potential transfer will be provided an opportunity to discuss with the Superintendent (or designee) the transfer in advance of the decision.

Notice of transfer shall be given to the teacher as soon as practicable and under normal circumstances not later June 1<sup>st</sup>.

#### **4.12 PROFESSIONAL ATTIRE**

Each member of the bargaining unit shall dress in a professional manner appropriate to his/her assignment.

#### **4.13 Teaching Protection**

The Board of Education shall protect and save harmless any teacher from financial loss and expense, including payment of reasonable expenses incurred for medical or other service necessary as result of an assault on a teacher while he/she was acting in the discharge of his/her duties within the scope of his/her employment or under the direction of the Board of Education, which expenses are not paid by the individual teacher's insurance, worker's compensation or any other source not involving an expenditure by such teacher (C.G.S. 10-236a).

When a teacher is assaulted as a result of his/her employment, the Board will pay his/her full salary, less worker's compensation payments, while absent. These days will not be deducted from the teachers accumulated sick leave.

## **ARTICLE V**

### **SEPARATION AND RECALL PROCEDURE**

#### **5.1 SEPARATION**

Should reduction of certified personnel within a department or specialty field be necessary, staff will be released in the following order:

- a. Non-tenured teachers
- b. Tenured teachers with Provisional Certification
- c. Tenured teachers with Professional Certification with less than ten (10) years of contractual service in Fairfield Public Schools.
- d. Tenured teachers with Professional Certification with at least ten (10) but less than fifteen (15) years of contractual service in the Fairfield Public Schools.
- e. Tenured teachers with Professional Certification and fifteen (15) years or more of contracted service in the Fairfield Public Schools.

**5.1.1** Where there are more individuals within a category than necessary to reduce, least senior teachers shall be terminated before more senior teachers, provided that those teachers remaining are the most qualified to perform the work available after the reduction, based upon the following criteria: education, certification, unique qualifications, salary status and job description analysis.

No more than the ten (10) least senior teachers at one time within a category will be subject to the process as set forth below:

**5.1.2** In determining those best qualified within a category, the following point system will be used:

##### **5.1.2.1 Education:**

Has an undergraduate and graduate major directly related to the area of teaching  
10 points

Has either an undergraduate or graduate major directly related to the area of teaching.  
8 points

Has a graduate or undergraduate minor directly related to the area of teaching  
6 points

Has taken more than six graduate semester hours of instruction in the area of teaching.  
4 points

Has taken the minimum of six semester hours of instruction to qualify for teaching in a minor field.  
2 points

**5.1.2.2 Certification:**

Possesses a teaching certificate valid for teaching in areas outside the department or specialty field  
5 points

**5.1.2.3 Unique Qualifications:**

Within the category, is *uniquely* qualified by training or experience (i.e., the only person in the category) to teach a subject matter specialty which is an acknowledged need of the school  
20 points

**5.1.2.4 Salary Status:**

Earned Doctorate	10 points
7th Year	8 points
6th Year	6 points
Masters	4 points
Bachelors	2 points

**5.1.2.5 Job Description Analysis:**

- a. The employee's immediate supervisor will complete a Job Description Analysis of the extent to which the teacher successfully completes the requirements of the job description and the resulting impact on the quality of the instructional or non-instructional program.
- b. The immediate supervisor will assess the teacher's qualifications by writing comments for each of the five items in the job description. Through specific examples contained within this report, the teacher's qualifications will be identified both to the extent to which the job description has been accomplished and the impact of the teacher's contribution to the quality of the instructional or non-instructional program.
- c. The Superintendent shall then assign points for employees involved, to each of the major items under the respective Job Description as set forth in specific examples below.
- d. The category of "Not Up to Fairfield Expectations" will not be assigned to a staff member under any item in the Job Description unless the staff member



has been previously made aware, formally or informally, of the concern by the immediate supervisor.

- e. Teachers or immediate supervisors may request a conference prior to the completion of the Job Description Analysis by the immediate supervisor, at which at least the following might be accomplished: (a) the individual and the supervisor will discuss those persons to be "consulted" in the preparation of the Analysis; (b) the individual can provide the immediate supervisor with any information of which the supervisor might not be aware which is appropriate to the Analysis.
- f. Staff members may add comments at the bottom of the Job Description Analysis before it is submitted to the Superintendent if they feel the Analysis is not fully representative of their qualifications. The immediate supervisor shall review and comment upon any such addition.
- g. Job Description Analyses will be used only for the purpose of Reduction in Force. In recognition of contract-monitoring rights, the President of the exclusive bargaining representative organization will have access to all documents used for purposes of reduction in force.

## **SPECIFIC EXAMPLES**

### **TEACHERS**

#### **Teacher Job Description Major Responsibilities Point Spread**

Planning and Organization:

Not up to Fairfield Expectations	-10 points
Up to Fairfield Expectations	0 points
Beyond Fairfield Expectations	+10 points
Greatly Beyond Fairfield Expectations	+20 points

Instructional Techniques:

Not up to Fairfield Expectations	-15 points
Up to Fairfield Expectations	0 points
Beyond Fairfield Expectations	+15 points
Greatly Beyond Fairfield Expectations	+30 points

Classroom Environment:

Not up to Fairfield Expectations	-10 points
Up to Fairfield Expectations	0 points
Beyond Fairfield Expectations	+10 points
Greatly Beyond Fairfield Expectations	20 points

School Environment:

Not up to Fairfield Expectations	-5 points
Up to Fairfield Expectations	0 points
Beyond Fairfield Expectations	+5 points
Greatly Beyond Fairfield Expectations	10 points

Professional Attitude:

Not up to Fairfield Expectations	-5 points
Up to Fairfield Expectations	0 points
Beyond Fairfield Expectations	+5 points
Greatly Beyond Fairfield Expectations	+10 points

Total number of points available from Job Description Analysis statements is 90.

Highest possible accumulation of points in the rating scale is 135.

### OTHERS

<u>Positions</u>	<u>Major Responsibilities</u>	<u>Point Spread</u>
Career Administration		-10, 0, +10, +15
Guidance	Guidance	-10, 0, +10, +15
Specialist	Curriculum	-10, 0, +10, +15
	Supervision	-10, 0, +10, +15
	Personnel	-10, 0, +10, +15
	Miscellaneous	-10, 0, +10, +15
Dean, H.S.	Control	-15, 0, +15, +30
	Attendance	-10, 0, +10, +20
	Student Activities	-10, 0, +10, +20
	Substitutes	-10, 0, +10, +20
Dean, M.S.	Control	-20, 0, +20, +40
	Student Activities & Sports	-15, 0, +15, +30
	Transportation & Safety	-10, 0, +10, +20
Coord.	Curriculum Development	-10, 0, +10, +20
	Resource Responsibilities	-10, 0, +10, +20
	Program/Course Evaluation	-10, 0, +10, +20
	Administrative Duties	-10, 0, +10, +20
	Community & Public Relations	-5, 0, +5, +10
Guidance	Counseling	-20, 0, +20, +40
Counselor	Guidance Services	-15, 0, +15, +30
	Miscellaneous	-10, 0, +10, +20
Psychologist	Assessment & Evaluation	-10, 0, +10, +20
K-5	Learning Facilitation	-5, 0, +5, +10
	Planning & Placement Team	-5, 0, +5, +10
	Counseling & Consultation	-5, 0, +5, +10
	Early Intervention Program	-5, 0, +5, +10
	Community Resource & Referral	-5, 0, +5, +10
	Group Assessment	-5, 0, +5, +10
	Articulation	-5, 0, +5, +10
Psychologist	Assessment & Evaluation	-10, 0, +10, +20
Secondary	Student Counseling	-5, 0, +5, +10
	Staff Conferencing	-5, 0, +5, +10
	Parent Conferencing	-5, 0, +5, +10
	Coordination with Social Worker	-5, 0, +5, +10
	BPPT Membership	-5, 0, +5, +10

	Special Ed Staff Conferencing	-5, 0,+5,+10
	Communications (Articulation)	-5, 0,+5,+10
Social	Counseling	-5, 0,+5,+10
Worker	Crisis Intervention	-5, 0,+5,+10
	Consultation	-5, 0,+5,+10
	School Resources	-5, 0,+5,+10
	Placement Contacts	-5, 0,+5,+10
	Special Services Planning	-5, 0,+5,+10
	Planning & Placement Team Svcs.	-10, 0,+10,+20
	Miscellaneous	-5, 0,+5,+10
Work Study	Work Study Counselor	-30, 0,+30,+60
Counselor	Miscellaneous	-15, 0,+15,+30

The point spread shall be applied with regard to each major responsibility in these job descriptions in the same manner and based upon the same standards as set forth in Paragraph 5.1.2.5c.

### **Illustrative Example Utilizing Career Guidance Specialist**

**Administration:**

Not up to Fairfield Expectations	-10 points
Up to Fairfield Expectations	0 points
Beyond Fairfield Expectations	+10 points
Greatly Beyond Fairfield Expectations	+15 points

Guidance:

Not up to Fairfield Expectations	-10 points
Up to Fairfield Expectations	0 points
Beyond Fairfield Expectations	+10 points
Greatly Beyond Fairfield Expectations	+15 points

Curriculum:

Not up to Fairfield Expectations	-10 points
Up to Fairfield Expectations	0 points
Beyond Fairfield Expectations	+10 points
Greatly Beyond Fairfield Expectations	+15 points

Supervision:

Not up to Fairfield Expectations	-10 points
Up to Fairfield Expectations	0 points
Beyond Fairfield Expectations	+5 points
Greatly Beyond Fairfield Expectations	+15 points

Personnel:

Not up to Fairfield Expectations	-10 points
Up to Fairfield Expectations	0 points
Beyond Fairfield Expectations	+10 points
Greatly Beyond Fairfield Expectations	+15 points

Miscellaneous:

Not up to Fairfield Expectations	-10 points
Up to Fairfield Expectations	0 points
Beyond Fairfield Expectations	+10 points

- 5.1.2.6** Reviews of point assignments will only be undertaken by the Superintendent or designee where it is felt that there may have been an error in computation or in the assignment of points for education, certification, unique qualification or salary status.
- 5.1.2.7** Unless the teacher or immediate supervisor requests an update for new information, the points assigned will remain valid for a three-year period.
- 5.1.2.8** The Rating Scale shall be used in a manner which provides that the staff with the highest accumulation of points awarded will be retained and/or recalled first. In the event of a tie in the total number of accumulated points:
- a. The employee with the greatest number points under the job description Analysis shall be retained or recalled first.
  - b. In the event that there still exists a tie, the employee with the greatest number of years experience in full time public school education shall be retained or recalled first.
  - c. In the event that there still exists a tie, then the individual with the greatest number of years under contract in the Fairfield Public Schools shall be retained.
  - d. In the event that there still exists a tie, then the Superintendent will make a recommendation to the Board of Education whose decision shall be final.
- 5.1.2.9** When necessary to reduce teachers in Category e. (Tenured teachers with Professional Certification and fifteen (15) years or more of contracted service in the Fairfield Public Schools), reduction shall be according to seniority where least senior teachers are released before more senior teachers.

The employer will distribute to the FEA president one seniority list containing endorsements of all those Category e. teachers within the affected department or specialty field.

In the event that two or more staff within a department or specialty field have equal seniority, the following criteria shall determine precedence:

- i. Teacher with the higher total number of years creditable to the Connecticut State Teachers' Retirement Service.
- ii. Teacher with the earlier date of the Board's contract to hire.
- iii. In the event that there still exists a tie, then the Superintendent will make a recommendation to the Board of Education whose decision shall be final.

Exceptions to the "least senior before more senior" concept may be exercised in cases of patently unacceptable and documented violation of school policies and professional practices that have been placed in the personnel file within the previous five (5) years. Such violations and the possible ramifications on RIFing will be brought to the teacher's attention at the time of the violation.

## **5.2 RECALL OF SEPARATED CERTIFIED STAFF**

- a. A teacher within thirty 30 days of separation shall submit his/her name in writing by certified mail to the Superintendent of Schools to be placed on the Recall list, which Recall list shall be in effect for the next thirty-six (36) calendar months.
- b. A teacher will be recalled only to a department or specialty field in which that teacher has taught in the system. A teacher may be recalled to a comparable position in any department or specialty field in which he/she is certified and, in the judgment of the Superintendent of Schools, is qualified.
- c. The teacher must notify the Board of Education in writing of any address change within 30 days.
- d. A teacher who accepts a recall to a position of less than the full-time equivalency held by the teacher when separated, shall retain the right of recall to the next occurring full-time position or fraction above that to which he/she was recalled and for which he/she is certified and in the judgment of the Superintendent of Schools is qualified. The recall opportunity will be offered said teacher no later than the beginning of the school year following the availability of said higher FTE position.
- e. A teacher's refusal to accept a position under these Recall procedures, when the position offered is less than the full-time equivalency held by the teacher when separated, will not cause the teacher's name to be removed from the list.
- f. Recall must be based on a reversal of the Separation procedure for Reduction in Professional Staff.
- g. If a teacher desires to accept a position offered under the provisions of this section, said acceptance must be made by certified mail and postmarked within two (2) weeks of receipt of the offer.
- h. Written notice by certified mail shall be adhered to by both parties.
- i. No new teacher shall be hired in a certification area until all teachers on the recall list with that endorsement and who, in the judgment of the Superintendent, are qualified in that area, have been recalled or declined a position.

- j. Any teacher who requests appointment to a position of less than the FTE held at the time of separation shall not retain the option to return to a full-time position until all teachers on the recall list for that endorsement have been recalled.
- k. Any teacher separated under the provisions of this section shall have the same rights to the protection of the grievance procedure contained in Article XII as applied to a non-separated teacher.

### **5.3 SEPARATION OF HOLDERS OF DSAPS**

Should circumstances lead to a need to reduce the number of professional staff members, holders of durational shortage area permits (DSAPS) will be released before certified staff, provided there are appropriately certified teachers to perform the remaining work. Under no circumstances will an appropriately certified teacher be reduced while a DSAP holder remains in a position for which the DSAP teacher is certified.

## **ARTICLE VI**

### **LEAVES OF ABSENCE**

#### **6.1 GENERAL**

- a. Any tenured certified professional employee may be granted a leave of absence as approved by the Superintendent of up to two years without pay for the purpose of study, travel, service in an organization such as VISTA or the Peace Corps, employment in a field related to his/her teaching area, illness or other purpose.
- b. While on a leave the individual shall be allowed to maintain the prevailing insurance coverage of the Collective Bargaining Unit by paying an amount equal to such premiums to the Board of Education in four equal quarterly payments in advance.
- c. Any person on leave of absence, upon filing written notice of intent to return at least 90 calendar days prior to expiration of the leave, shall be reinstated in a position in the Fairfield Public Schools comparable to that held at the time of granting the leave. Every reasonable effort will be made to reinstate the individual in the position held at the commencement of the leave of absence. It is understood that the reinstatement of said person returning from the leave of absence may affect the employment status of other staff members in accordance with the requirements of the Connecticut General Statutes and the Separation and Recall Procedures of this Agreement.
- d. In the event the Board has not received a written notice of intent to return within 80 calendar days prior to the expiration of the leave from a professional employee, the Board shall notify the individual at his/her most recently

provided address by certified mail (return receipt requested) regarding his/her obligation to provide such written notice of intent to return within the next ten (10) business days. Failure to respond to this letter will constitute resignation.

## **6.2 CHILDREARING LEAVE**

Any certified professional employee shall be entitled, upon written request submitted to the Superintendent of Schools, or designee, to an extended leave without pay for purpose of childrearing, apart from any period of childbirth disability leave with pay. Such employee shall be entitled to such leave for any school year, or reasonable requested portion thereof in which the child is born, adopted, or fostered, and for an additional school year if requested by the employee.

Childrearing leave, shall be subject to the following provisions:

- a. Employees requesting leave shall submit not less than thirty calendar days written notice of the anticipated date of ending performance of duties.
- b. While on a leave, the individual shall be allowed to maintain the prevailing insurance coverage of the Collective Bargaining Unit by paying an amount equal to the total of such premiums to the Board of Education in four equal quarterly payments in advance.
- c. Any tenured certified professional employee on childrearing leave, upon filing written notice of intent to return at least 90 calendar days prior to expiration of the leave, shall be reinstated in a position in the Fairfield Public Schools comparable to that held at the time of granting of the leave. Every reasonable effort will be made to reinstate the individual in the position held at the commencement of the leave of absence. It is understood that the reinstatement of said person returning from the leave of absence may affect the employment status of other staff members in accordance with the requirements of the Connecticut General Statutes and the Separation and Recall Procedures of this Agreement. The expiration date of leave through the end of a school year is June 30.
- d. Non-tenured personnel on childrearing leave will be granted priority for a position in Fairfield Public Schools based upon certification. Every reasonable effort will be made to reinstate the person on leave of absence in the present position upon return.
- e. In the event the Board has not received a written notice of intent to return within eighty (80) calendar days prior to the expiration of the leave from a professional employee, the Board shall notify the individual at his/her most recently provided address by certified mail (return receipt requested) regarding her/his obligation to provide such written notice of intent to return within the next ten (10) business days. Failure to respond to this letter will constitute resignation.

- f. Personnel on childrearing leave who accept full-time employment or employment which approaches full-time may lose rights granted in this section at the discretion of the Superintendent. An individual coming under the provisions of this item is entitled to use of the grievance procedure.
- g. Any childrearing leave provided under this Collective Bargaining Agreement shall be used concurrently with FMLA leave.

**6.3 SERVICE IN THE ARMED FORCES**

A teacher in the employment of the Fairfield Board of Education who enters the Armed Forces of the United States during a national emergency shall be entitled to the following:

- a. The same or a similar position in the school system upon his/her return from service.
- b. The salary upon renewal of service in the school system based upon the step in the salary schedule to which the teacher would have been entitled had he/she remained in continuous employment in the system.
- c. Credit for armed forces service time toward all seniority rights to which the teacher is entitled.
- d. A teacher who is under contract at the time of induction into the armed forces but who has not taught in the system shall be entitled to the following provision:
- e. Such teacher shall be placed at the head of the list of applicants for any vacancy for which he/she may be eligible at the time of his application for reinstatement.
- f. All applications for reinstatement under the above provisions shall be made within 90 days of termination of service in the Armed Forces of the United States.

**ARTICLE VII**

**INCLUSION OF SPECIAL EDUCATION CHILDREN**

**7.1 PRACTICES IN THE SCHOOL SYSTEM INVOLVING THE INCLUSION OF SPECIAL EDUCATION STUDENTS (Memorandum of Understanding)**

- a. The Board and the Association agree that the matter of educational practices in the inclusion of special education students is not properly a subject for collective bargaining; rather, it is a matter of school board policy and administrative regulation.



- b. The Board and the Association agree that the report and procedures outlined below should be undertaken by the school system in implementing special education programs.

## **7.2 INCLUSION OF SPECIAL EDUCATION STUDENTS**

**Inclusion** of Special Education students will be done in a manner consistent with the following policies and procedures:

- a. When a classroom teacher is required to attend a PPT, Early Intervention Plan (EIP) meeting or any other meetings, that teacher is not responsible for covering, providing, and arranging for instruction in the regular class.
- b. Every effort should be made to balance the distribution of students with special needs in arranging staff schedules.

### **7.2.1 Notification to staff of IEP Goal Requirements (Administrative Policy) \***

### **7.2.2 Right to call for a Planning and Placement Meeting (Administrative Policy) \***

## **ARTICLE VIII**

### **FRINGE BENEFITS**

## **8.1 INSURANCE**

The Board agrees to offer the following health insurance coverage for all eligible employees and families including eligible dependents.

For the 2010-2011 contract year, if the employee elects coverage, the employee will pay the same dollar cost of the total premium rate in effect for the 2009-2010 contract year, and the Board will pay the remainder of the total premium rate for the PPO plan.

For 2011-2012, if the employee elects coverage, the employee will pay sixteen percent (16%) of the total premium rate and the Board will pay eighty four percent (84%) of the total premium rate for the PPO plan.

For 2010-2011, if the employee elects coverage, the employee will pay the same dollar cost of the total premium rate in effect for the 2009-2010 contract year, and the Board will pay the remainder of the total premium rate for the HMO plan.

The employee will pay fourteen percent (14%) of the total premium rate and the Board will pay eighty six percent (86%) of the total premium for the HMO plan in 2011-2012.

The Board may implement a comprehensive plan as an alternative to the PPO plan; and effective July 1, 2011, may also implement an HSA plan as an alternative to the PPO plan. Details and premium cost share of the comprehensive plan or HSA plan

shall be as determined by the Board. Participation by any teacher in the comprehensive plan or HSA plan is voluntary.

The PPO out-of-network deductibles will be \$325, \$650, and \$975 and the maximum allowable amount on the PPO out-of-network reimbursement is 85%.

- a. Medical insurance plan to have: prescription co-pays of \$10 generic, \$20 brand list, \$35 brand, non-list, and 1Xmail order co-pays; and home and office co-pays of \$15 effective July 1, 2007, and \$20 effective July 1, 2009; emergency room/ urgent care co-pay of \$50 per visit effective July 1, 2007; and hospital admission co-pay of \$100 per admission effective July 1, 2007.
- b. Co-Pay Dental Plan, (including dependent students 19-24) with Rider A, additional basic benefits, including sealants. Premium cost share for the Prescription Plan and Dental Plan will be 15% effective July 1, 2007; and 16% effective July 1, 2011.
- c. A long-term disability insurance for the employee providing sixty percent (60) of his/her respective salary after a one (1) year waiting period. Benefit payable should include but not be limited to such for sickness and accident to age 65, rights of survivorship, and primary social security leveled at the time of disability. The employee must apply to the State Teachers' Retirement for disability when filing for coverage under disability insurance.
- d. The Board shall have the right to provide increased or substantially equivalent coverage to the life insurance and aforementioned medical insurance provisions. The Board shall formally consult with the Association at least 60 days prior to the institution of any change in these provisions. Nothing herewith shall in any way diminish the benefits described above and/or modify the Plan administration (or function) to such an extent that teachers are no longer provided the substantially equivalent or increased coverage enjoyed from these specific insurance policies, except as may otherwise result from application of the Medical Insurance Sideletter.
- e. The parties, if unable to define substantially equivalent coverage, shall submit the dispute to the American Arbitration Association to provide an arbiter specializing in matters of insurance benefits and be bound by the ruling of the A.A.A.
- f. Recovery Incentive Program. Teachers are encouraged to scan their hospital bills for overcharges and shall be paid 25% of all monies recovered.
- g. Notwithstanding the above, teachers may elect to waive, in writing, all health insurance coverage provided by the Fairfield Board of Education and in lieu thereof, may receive an annual payment of five hundred dollars (\$500.00) in cash. Payment to those employees waiving such coverage shall be made annually in June.

Notice of intention to waive insurance coverage must be sent to the Superintendent or his designee not less than thirty (30) calendar days before such waiver is to take effect, subject, however, to any regulations or restrictions which may be prescribed by the appropriate insurance carriers.

Any teacher may elect to resume board-provided insurance coverage upon written notice to the Board of Education. Upon receipt of such notice, insurance coverage shall be reinstated as soon as possible, subject, however, to any regulations or restrictions, including waiting periods, which may then be prescribed by the appropriate insurance carriers.

Effective July 1, 1995, any teacher not already waiving insurance will no longer receive the waiver payment if they waive insurance. Teachers waiving insurance who elect to resume insurance coverage may not thereafter elect to receive the waiver payment set forth herein.

- h. The Board of Education has established an IRS Section 125 for treating premium payment on a pretax arrangement. As of 1996-97, Subsections 106, 109, 119 will be available provided a sufficient number volunteer to participate. Participants shall pay any operating fees. Under Section 125, the Board of Education will make available those subsections that relate to dependent care and excess medical expenses.
- i. The Board agrees to offer retiring teachers who, upon retirement, will be collecting a retirement allowance from the Connecticut Teachers Retirement Act, including dependents, the option to continue to be covered by the following: a, b, c, and d above.

Upon retiring on or after July 1, 1993, teachers with sufficient quarters to qualify for automatic Medicare Part A coverage at age 65 will be covered with medical insurance as required by Connecticut State Statute with costs borne by the employee.

This medical coverage will include a Medicare carve out. The Medicare carve out will be designed to coordinate with Medicare in order to provide a similar benefit to those enjoyed by active employees. The Medicare carve out will assume that plan participants are covered by Medicare Parts A and B and these are primary to the Board's medical insurance even in the event that the participant does not take Medicare Part A and Part B, if eligible.

- j. Payment by Retirees: Group rate premiums are to be paid quarterly in advance to the Board of Education.
- k. The Board shall mail annual premium payment bill notification and any plan documentation to said retiree. Any subsequent amendments or change in insurance carrier shall also be mailed to participating retirees.

1. The teacher must certify annually, on a form, provided by the Board, as to the dependent status of those enrolled in any of the Board's insurance programs, as well as provide information as to any qualifying events affecting eligibility.

## **8.2 DEATH BENEFIT**

Each certified employee shall be provided with life insurance in a principle amount of \$50,000. Coverage extends through the summer for personnel remaining in the employment of the Fairfield Public Schools.

## **8.3 NATIONAL HEALTH INSURANCE**

In the event that the Congress of the United States enacts a national health insurance program or the State of Connecticut enacts a state-wide insurance program which would duplicate any of the group insurance benefits provided by the Board under this Agreement, when and in that event, the Board and the F.E.A. shall meet to:

- a. verify the area(s) of duplication;
- b. verify the amount of money by which premiums will be reduced by the Board through elimination of that part of the Board's group insurance program which reflects said duplication, and;
- c. determine if there are rebates due, their amounts and their distribution.

## **ARTICLE IX**

### **PROFESSIONAL GROWTH PROGRAM**

The unique needs of program and students in Fairfield, and the successful efforts undertaken by staff, justifies the Board's providing financial support for these professional growth activities in accord with the following provisions.

The Fairfield Education Association and Fairfield Board of Education have jointly developed, under the provisions of the *Connecticut General Statutes*, the Program for Evaluation of the Professional Staff. Through this program, teacher strengths and weaknesses are identified and goals are set for capitalizing upon strengths and improving teacher performance in appropriate areas. Teachers will maintain their qualifications for teaching through appropriate certification and study as determined by the "Focusing Form For Competent Tenured Staff on Goal Setting". Staff are granted the regular salary increment or salary adjustment (MX or MY) as they maintain qualifications through professional growth activity.

#### **Provisions for Reimbursement:**

1. At the discretion of the superintendent or designee, teachers will be reimbursed for the cost of conference expenses, workshop registration, and professional leaves that are incurred in pursuit of professional growth. In order to be reimbursable, such activities must be both:

- a. identified by and agreed to between the staff member and his/her supervisor, and;
- b. approved by the superintendent or his/her designee.

The amount of reimbursement for such activities shall be at the discretion of the superintendent or designee, and up to 100% of such cost.

2. Costs of college/university courses which have:

- a. been identified by and agreed to between the staff member and his/her supervisor, and;
- b. received prior approval by the superintendent or his/her designee, will be reimbursed according to the following:
  - i. Courses that relate to one's teaching assignment will be reimbursed at 100% of the cost for the first course taken during the contract year, 50% for the second, and 25% for the third.
  - ii. Courses taken to add an additional endorsement to a Professional certificate will be reimbursed at one-third the cost.
  - iii. Courses approved for degree change shall be reimbursed at 25% of the cost.
  - iv. Reimbursement for courses will be in direct proportion to their FTE for part-time teachers.

If a request satisfies two of the above mentioned categories, then the higher rate shall prevail. In any contract year, the Board is obligated to a limit of three courses, not to exceed ten (10) graduate credits maximum. Reimbursement for dissertation advisement will be limited to a maximum of two semesters.

3. A professional growth leave normally requires approval by the superintendent during the fiscal year prior to any granting and such leaves shall not be granted to more than 2% of the total staff in any one year. Full reimbursement under this program shall be given for college and/or university tuition that is paid to any accredited institution of higher learning, provided that the teacher already holds a Master's Degree.
4. Upon completion of the approved Professional Growth Activity, reimbursement shall be given by submission to the Personnel Office.
5. Return from Professional Growth Leave

Any person on professional growth leave, as described in this section, shall be reinstated in a position in the Fairfield Public Schools comparable to that held at the

time of granting the leave. Every reasonable effort will be made to reinstate the individual in the position held at the commencement of the leave of absence. It is understood that the reinstatement of said person returning from the leave of absence may affect the employment status of other staff members in accordance with the requirements of the Connecticut General Statutes and the Separation and Recall Procedures of this Agreement.

## **ARTICLE X**

### **SALARIES**

#### **10.1 SALARY UPON APPOINTMENT**

- a. No regular teacher shall be appointed at a salary lower than that of the first step on the Teachers Salary Schedule within the training level column in which such person belongs.
- b. In the initial placement of new staff on the salary schedule, the Superintendent may place the staff member on the proper step of the salary schedule according to his/her previous record of teaching service or education, or give placement credit for non-teaching experience related to the area of the teacher's professional responsibility or assignment, or may place the teacher on the step the Superintendent feels is necessary to employ the teacher, in areas of teacher shortage as identified by the State Department of Education or by Fairfield's own staffing needs as reflected in current teacher vacancies which the Board is unable to fill.
- c. The word "service" shall be interpreted as (i) any service recognized by the State Teachers' Retirement Board, or, (ii) teaching service in a private school.

#### **10.2 PAY PLAN OPTION**

- a. The Board of Education shall allow any member of the certified staff to select payment of annual salary in one of the following manners:
  - i. 22 pay plan.
  - ii. 26 pay plan.
  - iii. 21 pay plan, plus a 22nd check which represents 5/26ths of the annual salary.
- b. Initial Check for the Year:
  - i. If the teacher school year commences before Labor Day then the first pay date shall be the Friday following Labor Day. Subsequent paychecks will be in intervals of no more than two weeks.

- ii. Should the teacher school year start after Labor Day then the first pay date will be the eighth school day of employment. Subsequent paychecks will be in intervals of no more than two weeks commencing on the second Friday following.
  - iii. All 10 1/2 month employees will be issued their first pay check for the school year on the first Friday following Labor Day and then follow the calendar as noted above for subsequent pay checks.
- c. Extra Pay Option Plans
- i. Option One: The entire extra pay salary will be paid in a *lump sum* for fall sports/activities on the eighth payroll, for winter sports/activities on the fifteenth payroll, and for spring sports/activities on the twenty-first payroll.
  - ii. Option Two: The extra pay salaries for sports/activities will be divided into *5 equal payments* on the following schedule:
    - Fall- on the fourth through eighth payroll
    - Winter - on the eleventh through fifteenth payroll
    - Spring - on the seventeenth through the twenty- first
  - iii. Option Three: The extra pay salaries for sports/activities will be divided into *2 equal payments* on the following schedule:
    - Fall - on the fourth and eighth payroll
    - Winter - on the eleventh and fifteenth payroll
    - Spring - on the seventeenth and twenty-first payroll
  - iv. Staff members with full year extra pay assignments can elect one of the following:
    - (1) to have their extra pay salary divided into fifteen equal payments paid on all the Option Two payrolls;
    - (2) divided into six equal payments paid on all Option Three payrolls,
    - (3) paid as one lump sum on payroll twenty-one, or
    - (4) divided into 3 equal payments paid on payroll eight, fifteen and twenty-one.

d. Extra Pay Filing Deadline

Staff who fail to notify the payroll office with a signed salary agreement indicating their choice of payment option by the deadlines noted below, or are hired after that date will be paid according to Option One.

Fall – by the second payroll

Winter – by the ninth payroll

Spring – by the fifteenth payroll

### 10.3 DEGREE CHANGE

In order to be placed on a new lane at the start of one year, notice of intention to complete applicable lane change requirements must be submitted in writing to the Personnel Office no later than the preceding October 1. The Personnel office shall notify staff prior to October 1st of the October 1st deadline. A teacher who provides said notice shall not be penalized for failure to complete lane change requirements. This section shall not otherwise affect the current practice regarding the time of recognition of degree changes.

To move from one salary schedule to another, the following evidence must be presented to the administration:

- a. To go from the "Bachelor's" schedule to the "Master's" schedule, satisfactory evidence (official transcript) that a Master's degree has been earned.
- b. To go from the "Master's" schedule to the "Sixth Year" schedule, satisfactory evidence that one of the following requirements has been met. All work, or its equivalent, shall have been completed within the last eight years:
  - i. Thirty hours of approved graduate work at accredited colleges or universities (official transcript or transcripts required).
  - ii. Writing a book which would be within the professional scope of the person and which shall have been accepted for publication.
  - iii. Travel of at least one year duration that shall have been accompanied by specific plans and objectives consistent with a field of concentration.
  - iv. Teacher's participation in Exchange Teacher Program that shall have included an intense program of study and teaching and a series of planned visitations that shall insure personal contacts with the people and culture of a land.



- v. A minimum of twenty-two (22) hours of graduate work and a maximum of eight credits for equivalent activities such as noted below.

The relative value of these activities and the amount of credit they shall receive (within the range of 2 to 8 credits) shall be determined by the Superintendent or designee and the existing Board of Credit Review in the event of an appeal by any person involved. No more than 6 credits shall be awarded in any one category.

- (a) Travel of not less than two months duration, but containing a planned program with specific objectives. The planned program shall be NEA or university sponsored.
  - (b) Writing of two articles that shall have been published in a recognized professional publication.
- c. For teachers on the Sixth Year schedule to receive a Seventh Year stipend, satisfactory evidence shall be submitted that thirty (30) hours of approved graduate work at accredited colleges or universities (official transcripts required) beyond the Sixth Year have been earned. All work, or its equivalent, shall have been completed within the last eight years.

If one has earned thirty (30) hours of approved graduate work at accredited colleges or universities in order to move from a "Master's" to the "Sixth Year" schedule, then movement from the "Sixth Year" schedule to entitlement for the "Seventh Year" stipend may also be accomplished by submitting satisfactory evidence of ii through v above.

Seventh Year stipend shall remain at the dollar amount provided in the 1996-97 contract year. Teachers hired for the 1997-98 school year and thereafter shall not be eligible for the Seventh Year stipend.

## 10.4 SALARY PROVISIONS

- 10.4.1 a. The teacher salary schedule for the 2010-2011 school year is set forth in Appendix A. The teacher salary schedule for 2011-2012 shall be as set forth in Appendix B.

Personnel with a position which extends beyond the school year referred to in §10.4.4, shall have each additional day compensated at their individual per diem salary for each additional work day.

For ten and one half month positions, a multiplier of 1.053 will be utilized.

- b. The salary for staff members who hold vocational certificates but do not have a bachelor's degree shall be \$500 less than the appropriate step on the BA lane.
- c. If the Board establishes an eleven month work year for any bargaining unit position, a 1.095 multiplier will be utilized. No current employee (on the payroll as of June 30, 2004) will be required to occupy any such position.

**10.4.2** The work year for coordinators, deans, school psychologists, social workers, audiologists, guidance counselors, work/study specialists and all other teachers referred to in 10.4.1, shall be the teacher work year plus the five (5) consecutive non-holiday workdays immediately preceding and the five (5) consecutive non-holiday workdays following the teacher year.

The regular work year for teachers who are hired and/or assigned in 1993-94 or thereafter to any of the positions referenced in this subsection, shall be the regular teacher work year. Increases beyond the regular work year or decreases back to the regular work year for these teachers are changes of assignment, with corresponding changes in compensation.

The required flexibility as set forth in the settlement agreement of the school psychologists' grievance dated January 1992 shall continue. Scheduling of the workdays in excess of 187 days must be reasonable in time and scope.

**10.4.3 Length of the Teacher's Day**

If the teacher's day is lengthened beyond the hours in effect during the 1999-2000 school year, either party may submit after prior negotiations, the issue to binding arbitration to determine the remedy.

**10.4.4 Length of the School Year**

If the scheduled employment year is extended beyond the 187 days in effect in 2002-2003 either party may submit, after negotiations, the issue to binding arbitration to determine the remedy.

**10.4.5** In order to allow the scheduling of evening conference nights, teachers and students would have an early release day with teachers returning for a time not to exceed the afternoon release time in the evening. Conferences should be scheduled district-wide during the conference week for either the elementary or middle school level. Teachers without conference responsibilities will adhere to the normal schedule. Evening conferences shall not exceed three (3) per year.

**10.5 EXTRA COMPENSATION FOR EXTRA CLASS ACTIVITIES (See Appendixes D, E and F)**

- a. Extra Pay for Extra Duty - The Stipend amounts for 2010-2011 are set forth in Appendix C. The Stipend amounts for 2011-2012 will be increased by 2% from the previous year and are set forth in Appendix D.
- b. All extra pay staff shall sign an individual agreement for each assignment they accept.

**10.5.1 Placement of Personnel on Schedule and Payment**

- a. If an individual has had experience in the extra class activities program and is appointed to the same assignment, he/she will be placed on the appropriate step of the schedule according to his years of experience in the assignment.
- b. If an individual changes assignments outside of his/her category (e.g., from yearbook advisor to chess advisor), he will be placed on the first step on the new assignment.
- c. If an individual changes assignments within the same category, then the following pattern will apply:
  - i. If the assignment is upgraded (e.g., from assistant football coach to Varsity football coach), then the individual will be placed on the nearest step to earning more dollars than he/she is currently receiving.
  - ii. If the assignment is downgraded (e.g., from Varsity tennis coach to JV Tennis coach), then the individual will be placed on the appropriate step reflecting his/her years of experience in the category.
- d. If an individual new to Fairfield is appointed to an activity he/she will be placed on the schedule reflecting previous comparable experience on the same level. It is the responsibility of the individual to submit adequate proof of the previous experience.

**10.5.2 Provisions for Modifications**

- a. Qualifications for Participation
  - (aa) In order to participate in the extra compensation program, a staff member must:

- i. be designated by the building administrator as the advisor of an approved activity.
  - ii. show evidence that the duties related to such activity are beyond those designated as the basic teaching responsibility.
  - iii. be endorsed by the building administrator that such duties conform to the job description.
  - iv. submit such documentation to the Board of Review for study and point assignment.
- (bb) When a vacancy occurs in a building in the extra compensation program, the administration shall announce the position on a system-wide basis. If there is no qualified, competent applicant in the Fairfield Public Schools, the position will then be opened to qualified, competent persons outside the Fairfield Public Schools.
- b. Extra pay will not be considered for duties that are basic teaching responsibilities.

**10.5.3 Provisions for Supervision and Evaluation**

- a. All approved activities in the Extra Compensation Program will be under the supervisory responsibility of the appropriate building administrator.

**10.5.4 Board of Review**

- a. A Board of Review with representation from the Association and Administration shall be created for the purpose of studying requests for the inclusion of additional activities; and making recommendations to the Superintendent or his/her authorized designee regarding the placement of such activities on the extra pay salary schedule on a once-a-school-year basis. This committee shall meet by October 15 of each school year. No activities under this section shall constitute negotiations.
- b. Membership on the Board of Review shall include the following:
  - (aa) Four members, including the Chairman, drawn from the non-teaching staff to be appointed by the Superintendent.
  - (bb) Four members of the teaching staff representing all levels to be appointed by the President of the Fairfield Education Association.

- c. Appointment to the Board of Review shall be for a three-year term on a staggered basis to provide for continuity of operation.
- d. The operating procedures shall be determined by the Board of Review.

**10.5.5 Grievances**

All grievances related to the implementation of this program shall follow established procedures.

**10.6 OTHER SALARY PROVISIONS AND SCHEDULES**

**10.6.1 Adult Education**

The Board of Education shall maintain a uniform Salary Schedule for certified teachers. The opportunity to teach in the program will be first offered to certified employees of the Fairfield Board of Education.

**10.6.2 Homebound Tutoring**

The hourly rate for homebound tutors shall be \$38.00 per hour and \$38.76 per hour effective July 1, 2011.

**10.6.3 Summer and Curriculum Workers**

The hourly rate of pay for curriculum workers and approved summer work shall be \$38.00 per hour and \$38.76 per hour effective July 1, 2011.

**10.6.4 Summer School**

- a. The hourly rate of pay for summer school teachers shall be \$38.00 per hour and \$38.76 per hour effective July 1, 2011.
- b. Summer school principals will be paid \$4,734.00 and \$4,828.68 effective July 1, 2011.
- c. Grievance procedures will follow the regular day school procedures for members of this bargaining unit.
- d. Recruitment of Teachers
  - aa. Positions will be offered first to qualified members of the Fairfield Public School certified staff who have applied for summer school.

- bb. Selection of teachers will be based on the following criteria:
  - i. Certification appropriate to the assignment.
  - ii. Prior teaching experience in the appropriate subject area or level.
- e. The teacher will be notified in writing of his/her appointment as soon as possible.
- f. The normal school day for summer school teachers will extend from 8:00 am to 12:30 pm.

**10.6.5 Special Assignments, Ticket Selling and Collecting at Varsity Football and Basketball, Volleyball and Track Meets.**

If done by teachers, will be a special assignment done on a voluntary basis. Teachers who apply for and are accepted for these special assignments will be paid the following:

Ticket collector/Scoreboard Operator/Announcer/Linesperson/ Track Timer (dual meet)	\$45.00
Ticket Seller (accountable for money) and Track Starter (dual meet)	\$50.00
Track Timer (tri-meet)	\$55.00
Track Starter (tri-meet)	\$60.00
Track Timer (quad-meet)	\$65.00
Track Starter (quad-meet)	\$70.00

If done by teachers, will be a special assignment done on a voluntary basis. Teachers who apply for and are accepted for these special assignments will be paid the following as of July 1, 2011:

Ticket collector/Scoreboard Operator/Announcer/Linesperson/ Track Timer (dual meet)	\$45.90
Ticket Seller (accountable for money) and Track Starter (dual meet)	\$51.00
Track Timer (tri-meet)	\$56.10
Track Starter (tri-meet)	\$61.20
Track Timer (quad-meet)	\$66.30

Track Starter (quad-meet) \$71.40

**10.6.6 Secondary Intramural Supervisors**

The hourly rate for Secondary Intramural Supervisors shall be \$31.21 and \$31.83 per hour effective July 1, 2011.

**10.6.7 Middle School Team Liaison**

The annual rate of pay for Middle School Team Liaison shall be \$3,817 and \$3,893.34 effective July 1, 2011.

**10.6.8 High School Department Liaison**

The annual rate of pay for High School Department Liaison shall be \$3,817 and \$3,893.34 effective July 1, 2011.

**10.6.9 Mentors**

The annual rate of pay for Mentors shall be \$1,121 and \$1,143.42 effective July 1, 2011.

**10.6.10 Subject Area Lead Teacher**

The annual rate of pay for Subject Area Lead Teacher shall be \$1,347 and \$1,373.94 effective July 1, 2011.

**10.7 PAYROLL DEDUCTIONS**

The Board of Education shall allow any member of the certified staff to change payroll deductions for credit union and annuities with 30 days advance notice.

**10.7.1 PAYROLL SLOTS**

The Board of Education shall provide two (2) additional payroll deduction slots. One shall be for additional contributions to the FEA (the account addressee) and the other shall be for voluntary individualized accounts which will be administered at no cost to the Board.

**10.8 DUES DEDUCTION AND SERVICE FEE DEDUCTION**

1. CONDITIONS OF CONTINUED EMPLOYMENT

All bargaining unit employees of the Fairfield Board of Education shall, as a condition of continued employment, join the Association or pay a service fee to the Association. Said service fee shall be equal to the proportion of Association dues uniformly required of members to

underwrite the costs of collective bargaining, contract administration, and grievance adjustment.

2. DEDUCTIONS

- a. The Board shall deduct a service fee from the pay of teachers who are not members of the Association in ten equal amounts commencing with the first paycheck in January. The amount of Association service fee shall be certified by the Association to the Board of Education prior to December 1.
- b. In the event a unit member resigns or otherwise terminates his or her employment or receives a leave of absence, the Association shall inform the Board of Education of the amount of service fees to be deducted from the final check.
- c. The Association shall meet its legal obligations to inform non-members as to the service fees and their deductions, and the Board shall refer all inquiries concerning service fees to the Association.

3. SUBSEQUENT EMPLOYMENT

Those teachers whose employment commences after the start of the school year shall pay a pro-rated amount equal to the percentage of the remaining school year. Teachers hired after October 1 will have their service fees deducted in equal installments from the remaining paychecks, from which service fees are deducted.

4. FORWARDING OF MONIES

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

5. LISTS

No later than the first paycheck in October of each school year, the Board of Education shall provide the Association with a list of all employees of the Board of Education and the positions held by said employees. The Board shall notify the Association monthly of any changes in said list.



6. REFERENCE TO ASSOCIATION

The singular reference to the "Association " herein shall be interpreted as referring to the Fairfield Education Association, the Connecticut Education Association, and the National Education Association.

7. SAVE-HARMLESS

The Association shall indemnify and save the Board and/or the Town harmless against all claims, demands, suits, or other forms of liability, which may arise by reason of any action taken in making deductions and remitting the same to the Association pursuant to this Article.

**ARTICLE XI**

**GRIEVANCE PROCEDURE**

A grievance is a specific claim of a violation of the rights of employment allegedly caused by a misinterpretation or inequitable application of established policy or the terms of the Collective Bargaining Agreement. A grievance may be brought by an individual who is a member of the bargaining unit or by the President acting for the Association.

**Step 1:**       **Informal Level** - In an effort to resolve the issue, the individual (and/or representatives of the Association) who is aggrieved, discusses the matter informally with his or her immediate supervisor or the person whose decision or action gave rise to the grievance, who for the purpose of this grievance procedure, shall be referred to as "supervisor". Such discussion must be requested within thirty (30) school days of the action causing the matter to have occurred. No formal written records other than the date when such request was made will be maintained at Step 1. It is understood that the grievant has attempted to resolve the problem on his/her own before initiating Step 1.

**Step 2:**       **Formal Level** - Failing a resolution of the issue at the informal level in Step 1, the aggrieved individual prepares a written statement of the grievance and requested remedy and submits it within five (5) days of the meeting in Step 1 to the supervisor. The written statement will contain the following:

- a.       A statement of the nature of the dispute.
- b.       A citation of the specific contract or policy language alleged to have been violated (or past practice, policy, and regulation).
- c.       A terse statement of what action has given rise to the grievance.
- d.       A statement of what remedy the grievant is seeking. The supervisor will respond in writing to the formal statement of the grievance within three (3) days of its presentation. Should other members of the

administrative and supervisory staff, other than the Superintendent, have line authority over the supervisor involved in Step 3 proceedings, the aggrieved individual and/or representatives of the Association, if not satisfied with the administrative reply, may initiate similar Step 2 proceedings with the next level of administration. Under an additional Step 2 procedure, the same requirements apply to the grievant and the administrator as in the initial Step 2 process.

**Step 3: Superintendent's Level** - If the grievant, and or the Association, is not satisfied with the response at Step 2, a copy of the grievance and any written administrative replies are to be forwarded to the Superintendent of Schools within three (3) days of receipt of the response. The Superintendent of Schools will schedule a hearing, which will take place within (5) days of receipt of the grievance. Effort will be made at the grievance hearing to resolve the differences between the parties to the dispute. If the grievant and/or the Association and Superintendent agree, however, a hearing may be waived. If a resolution is not possible, the Superintendent will issue a written decision on the matter within three (3) days of the hearing or receipt of the written grievance statement if no hearing is held.

**Step 4: Board of Education Level** - If the aggrieved and/or the Association is not satisfied with the Superintendent's decision, he or she may, within three (3) days after the decision, submit the grievance for appeal to the Board. The Board shall, no later than its next scheduled meeting, or within fifteen (15) days, whichever occurs first, meet with the grievant and any representative of the Association for the purposes of hearing the grievance and making a determination in the matter. The Board shall render its decision and the reasons therefore in writing to the aggrieved person with copies to the Association within three (3) days after such meeting.

**Step 5: Arbitration Level** - If the Association is not satisfied with the disposition of the grievance by the Board, it may, within twenty (20) days of receipt of such Board decision submit the grievance to arbitration by filing a demand for arbitration with the American Arbitration Association and notifying the Board in writing. The Chairman of the Board and the President of the Association, or their designated representatives, shall, within five (5) days after such written notice, jointly select a single arbitrator or request from the American Arbitration Association their listing of available arbitrators. If the parties are unable to agree upon an arbitrator, it is agreed that the selection of an arbitrator shall be determined by the then existing rules and regulations of the American Arbitration Association. The arbitrator shall be without power or authority to alter, amend, delete or disregard provisions of this Agreement, and the arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is a violation of the provisions of the Agreement. The decision of the arbitrator shall be binding upon all parties only where the grievance is a claim of a violation, misinterpretation, or inequitable application of any of the provisions of this Agreement. The decision of the arbitrator on grievances claiming a violation

allegedly caused by misinterpretation or inequitable application of established policy shall be advisory unless the parties agree in writing beforehand that such decision shall be binding upon all parties of interest. The cost for the services of the arbitrator shall be borne equally by the Board and the Association. If the arbitrator's award is binding, nothing shall prevent either party from attempting to modify, vacate, or enforce such decision in court.

### **General Provisions:**

1. All days referred to in Article XI shall be school days.
2. If possible, any grievance filed prior to June 1 would be processed within the current school year.
3. Any grievance filed that reaches the stage of arbitration on or after May 15, shall become a matter of expedited arbitration in order to resolve this matter during the current school year.
4. Time limits may be extended by mutual agreement, in writing, of the parties involved.
5. The term "Representative of The Association" shall be interpreted to include any representative of the CEA or NEA who may be requested by the FEA.
6. Rights of Teachers to Representation:
  - a. No reprisals of any kind shall be taken by the Board of Education or by any member of the administration against any teacher by reason of his/her participation in the grievance procedure or his/her support of any participant in the grievance procedure.
  - b. Any aggrieved person may be represented at any stage of the grievance procedure by a bargaining unit member of his/her own choosing, and he/she may not be represented by a representative of any teacher organization other than the Association. When an aggrieved person is not represented by the Association, the Association shall have the right to be present and to state its views at any stage of the grievance procedure.

## **ARTICLE XII**

### **CONTINUATION CLAUSE**

Any section included in this Collective Bargaining Agreement shall be automatically included in any subsequent Collective Bargaining Agreement after the same has been duly adopted, ratified and approved by all applicable parties and authorities provided that no provisions of such sections has been a subject of negotiations between the parties. This clause shall survive the duration of this document.

### **ARTICLE XIII**

#### **JUST CAUSE**

- a. No teacher shall be disciplined in any manner without just cause. This provision does not apply to teacher terminations which are covered under Connecticut General Statute §10-151.
- b. Unit members shall have the right to respond to any document or material placed in their personnel file or permanent record, and their response shall be attached to the file copy.
- c. Unit members shall have the right upon request to review and copy the contents of his/her own personnel file. Unit members have the right to have other individuals with proper authorization review their personnel file or permanent record.

### **ARTICLE XIV**

#### **SEVERABILITY**

In the event that any provision of this Agreement at anytime is declared invalid by any Court of competent jurisdiction or becomes invalid by passage of, or operation, of any law, federal or state, such action shall not invalidate the other provisions of this Agreement. It is the express intention of the parties hereto that all other provisions not so invalidated shall remain in full force and effect during the term thereof.

**ARTICLE XV**

**DURATION**

Effective July 1, 2010, this Collective Bargaining Agreement shall extend through June 30, 2012. If either party wishes to amend or modify any provision of this Agreement, it shall do so in accordance with Article II, Procedures for Conducting Negotiations, as set forth in the Collective Bargaining Agreement.

In Witness Whereof, the parties have caused their names to be signed.

FAIRFIELD EDUCATION ASSOCIATION

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Marilyn Feranec, President

FAIRFIELD BOARD OF EDUCATION

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Catherine Albin, Chairman

**APPENDIX A**

**FAIRFIELD TEACHERS**

**2010-2011  
Ten-Month Employees**

	<u><b>BA</b></u>	<u><b>MA</b></u>	<u><b>6th Year</b></u>	<u><b>7th Year</b></u>	<u><b>Doctorate</b></u>
1	44,528	48,981	53,432	0	57,885
2	45,862	50,315	54,768	0	59,221
3	47,198	51,651	56,104	0	60,556
4	48,981	53,432	57,885	0	62,337
5	51,651	56,104	60,556	0	65,009
6	56,104	59,221	63,673	65,761	68,126
7	57,441	62,337	66,790	68,877	71,242
8	58,777	65,455	69,909	71,994	74,360
9	61,002	68,573	73,025	75,111	77,478
10	62,337	73,025	76,141	78,229	80,594
11	63,673	74,360	80,594	82,680	83,710
12	65,009	75,696	81,931	86,941	88,163
13	67,236	77,922	83,265	88,276	89,499
14	68,126	79,258	85,492	90,502	90,835
15	68,126	80,594	86,827	91,838	93,061
16	68,126	81,931	88,163	93,174	94,397
17	68,126	84,157	89,499	94,509	95,733
18	68,126	85,046	91,726	96,736	97,069
19	68,126	85,046	92,617	97,626	99,295
20	68,126	85,046	92,617	97,626	100,186
21	68,126	85,046	92,617	97,626	100,186
22	68,126	85,046	92,617	97,626	100,186
23	70,353	87,273	94,842	99,853	102,412
24	70,353	87,273	94,842	99,853	102,412
25	71,242	88,163	95,733	100,744	103,303

Effective July 1, 2010 each salary in Appendix A remains unchanged from the 2009-2010 salary schedule. Each teacher shall remain on the same step in 2010 as the teacher was on in 2009-2010 (i.e. there shall be no step advancement.)

**APPENDIX A**

**FAIRFIELD TEACHERS**

**2010-2011**

**Ten and a Half Month Employees**

	<u><b>BA</b></u>	<u><b>MA</b></u>	<u><b>6th Year</b></u>	<u><b>7th Year</b></u>	<u><b>Doctorate</b></u>
1	46,931	51,624	56,318	0	61,011
2	48,339	53,033	57,726	0	62,420
3	49,748	54,439	59,134	0	63,827
4	51,624	56,318	61,011	0	65,703
5	54,439	59,134	63,827	0	68,520
6	59,134	62,420	67,113	0	71,805
7	60,518	65,703	70,397	72,596	75,090
8	61,950	68,988	73,681	75,882	78,375
9	64,296	72,275	76,968	79,167	81,662
10	65,703	76,968	80,253	82,453	84,945
11	66,772	78,375	84,945	87,146	88,230
12	68,520	79,783	86,355	91,635	92,923
13	70,866	82,130	87,763	93,043	94,332
14	71,805	83,537	90,108	95,389	95,742
15	71,805	84,945	91,517	96,797	98,086
16	71,805	86,355	92,923	98,205	99,495
17	71,805	88,701	94,332	99,613	100,904
18	71,805	89,639	96,680	101,960	102,310
19	71,805	89,639	97,617	102,898	104,657
20	71,805	89,639	97,617	102,898	105,597
21	71,805	89,639	97,617	102,898	105,597
22	71,805	89,639	97,617	102,898	105,597
23	74,152	91,986	99,964	105,245	107,943
24	74,152	91,986	99,964	105,245	107,943
25	74,152	92,923	100,904	106,184	108,881

Effective July 1, 2010 each salary in Appendix A remains unchanged from the 2009-2010 salary schedule. Each teacher shall remain on the same step in 2010 as the teacher was on in 2009-2010 (i.e. there shall be no step advancement.)

**APPENDIX B**

**FAIRFIELD TEACHERS**

**2011-2012  
Ten-Month Employees**

	<b><u>BA</u></b>	<b><u>MA</u></b>	<b><u>6th Year</u></b>	<b><u>7th Year</u></b>	<b><u>Doctorate</u></b>
1	45,419	49,961	54,501	0	59,043
2	46,779	51,321	55,863	0	60,405
3	48,142	52,684	57,226	0	61,767
4	49,961	54,501	59,043	0	63,584
5	52,684	57,226	61,767	0	66,309
6	57,226	60,405	64,946	67,076	69,489
7	58,590	63,584	68,126	70,255	72,667
8	59,953	66,764	71,307	73,434	75,847
9	62,222	69,944	74,486	76,613	79,028
10	63,584	74,486	77,664	79,794	82,206
11	64,946	75,847	82,206	84,334	85,384
12	66,309	77,210	83,570	88,680	89,926
13	68,581	79,480	84,930	90,042	91,289
14	69,489	80,843	87,202	92,312	92,652
15	69,489	82,206	88,564	93,675	94,922
16	69,489	83,570	89,926	95,037	96,285
17	69,489	85,840	91,289	96,399	97,648
18	69,489	86,747	93,561	98,671	99,010
19	69,489	86,747	94,469	99,579	101,281
20	69,489	86,747	94,469	99,579	102,190
21	69,489	86,747	94,469	99,579	102,190
22	69,489	86,747	94,469	99,579	102,190
23	71,760	89,018	96,739	101,850	104,460
24	71,760	89,018	96,739	101,850	104,460
25	72,667	89,926	97,648	102,759	105,369



**APPENDIX B**

**FAIRFIELD TEACHERS**

**2011-2012**

**Ten and a Half Month Employees**

	<u>BA</u>	<u>MA</u>	<u>6th Year</u>	<u>7th Year</u>	<u>Doctorate</u>
1	47,870	52,656	57,444	0	62,231
2	49,306	54,094	58,881	0	63,668
3	50,743	55,528	60,317	0	65,104
4	52,656	57,444	62,231	0	67,017
5	55,528	60,317	65,104	0	69,890
6	60,317	63,668	68,455	0	73,241
7	61,728	67,017	71,805	74,048	76,592
8	63,189	70,368	75,158	77,400	79,943
9	65,582	73,721	78,507	80,750	83,295
10	67,017	78,507	81,858	84,102	86,644
11	68,107	79,943	86,644	88,889	89,995
12	6,987	81,379	88,082	93,468	94,781
13	72,283	83,773	89,518	94,904	96,219
14	73,241	85,208	91,910	97,297	97,657
15	73,241	86,644	93,347	98,733	100,048
16	73,241	88,082	94,781	100,169	101,485
17	73,241	90,475	96,219	101,605	102,922
18	73,241	91,432	98,614	103,999	104,356
19	73,241	91,432	99,569	104,956	106,750
20	73,241	91,432	99,569	104,956	107,709
21	73,241	91,432	99,569	104,956	107,709
22	73,241	91,432	99,569	104,956	107,709
23	75,635	93,826	101,963	107,350	110,102
24	75,635	93,826	101,963	107,350	110,102
25	75,635	94,781	102,922	108,308	111,059

## APPENDIX C

### 2010-2011 EXTRA PAY SALARY SCHEDULE

(For the 2010-2011 Contract year, there shall be no step advancement from the 2009-2011 year.)

Position / Step	1	2	3
Activity Director	\$9,048	\$10,693	\$12,339
Athletic Site & Equip. Mgr.			
Fall	\$4,727	\$5,587	\$6,446
Winter	\$4,727	\$5,587	\$6,446
Spring	\$4,727	\$5,587	\$6,446
American Field Svcs.			
Advisor	\$3,407	\$3,911	\$4,512
Assistant	\$2,498	\$2,952	\$3,406
Baseball			
Head Coach	\$4,992	\$5,745	\$6,629
1st Assistant	\$3,660	\$4,325	\$4,991
2nd Assistant	\$3,525	\$4,165	\$4,806
3rd Assistant	\$2,864	\$3,384	\$3,906
Basketball			
Head Coach	\$5,728	\$6,464	\$7,459
1st Assistant	\$4,200	\$4,963	\$5,727
2nd Assistant	\$3,269	\$3,863	\$4,457
Middle School	\$2,539	\$3,001	\$3,461
Middle School Assistant	\$2,060	\$2,435	\$2,809
Middle Schl. Fac. Mgr.	\$1,369	\$1,618	\$1,868
Bowling			
High School	\$2,093	\$2,473	\$2,855
Cheerleader Advisor			
Head Coach Varsity Football	\$2,567	\$3,033	\$3,500
Head Coach Varsity Basketball	\$3,317	\$3,511	\$4,051

	Head Coach Competitive	\$2,971	\$3,511	\$4,051
	1st Assistant Basketball	\$2,431	\$2,874	\$3,316
	Middle School	\$1,418	\$1,676	\$1,934
Chess Advisor		\$945	\$1,117	\$1,289
Class Advisor Jr./Sr.		\$3,038	\$3,591	\$4,144
Cross Country				
	Co-Ed Coach	\$4,659	\$5,507	\$6,354
	1st Assistant	\$3,391	\$4,007	\$4,624
Dance Team Advisor		\$2,431	\$2,874	\$3,316
Debate Club		\$2,296	\$2,712	\$3,131
Dramatics				
	High School Dir.	\$4,456	\$5,268	\$6,078
	H.S. Drama Mus. Dir.	\$2,188	\$2,584	\$2,983
	Middle School	\$2,904	\$3,432	\$3,961
Fencing				
	Head Coach	\$4,389	\$5,187	\$5,984
Football				
	Head Coach	\$7,037	\$7,980	\$9,209
	1st Assistant	\$5,159	\$6,098	\$7,036
	2nd Assistant	\$5,023	\$5,938	\$6,851
	3rd Assistant	\$4,105	\$4,851	\$5,598
	4th Assistant	\$3,971	\$4,693	\$5,415
French Hospitality Club		\$2,162	\$2,554	\$2,947
Golf				
	Head Coach	\$4,348	\$4,709	\$5,433
	1st Assistant	\$3,188	\$3,767	\$4,347
Gymnastics				
	Head Coach	\$4,992	\$5,665	\$6,537
	1st Assistant	\$3,660	\$4,325	\$4,991

High School-Bowl				
	Coach	\$3,038	\$3,591	\$4,144
	Odyssey of Mind/Team	\$1,283	\$1,516	\$1,749
Hockey - Field				
	Head Coach	\$4,955	\$5,587	\$6,446
	1st Assistant	\$3,633	\$4,293	\$4,954
	2nd Assistant	\$2,877	\$3,400	\$3,922
Hockey - Ice				
	Head Coach	\$5,176	\$5,905	\$6,815
	1st Assistant	\$3,795	\$4,484	\$5,175
	2nd Assistant	\$2,998	\$3,543	\$4,089
Intramural Coordinator - HS & MS		\$1,486	\$1,756	\$2,027
			\$0	
Key Club Advisor		\$4,187	\$4,948	\$5,709
Lacrosse				
	Head Coach	\$4,591	\$5,427	\$6,261
	1st Assistant	\$3,253	\$3,846	\$4,438
	2nd Assistant	\$2,796	\$3,303	\$3,812
Lit. Mag. Advisor		\$2,227	\$2,632	\$3,038
Math Advisor				
	High School	\$1,486	\$1,756	\$2,027
	Middle School	\$1,486	\$1,756	\$2,027
Mock Trial				
	High School Team	\$3,714	\$4,389	\$5,065
	Middle School Team	\$3,038	\$3,591	\$4,144
Music				
	Band Director - HS	\$4,321	\$4,523	\$5,893
	Ass't Band Director - HS	\$3,120	\$3,686	\$4,254
	Chamber Orchestra – HS & MS	\$2,498	\$2,953	\$3,406
	Choral Director - HS	\$2,835	\$3,352	\$3,867
	6th Grade Honors Band	\$1,825	\$2,158	\$2,490

	High School Orch	\$3,038	\$3,591	\$4,144
	Honors Orch. Cond. - MS	\$1,825	\$2,158	\$2,490
	Honors Assistant Cond. - MS	\$1,754	\$2,074	\$2,393
	Vocal Ensemble - MS	\$1,825	\$2,158	\$2,490
	Jazz Band - MS	\$1,317	\$1,556	\$1,796
	Jazz H.S. Ensemble	\$3,511	\$4,150	\$4,788
	Mid. Sachl. Mus. Drama	\$2,701	\$3,191	\$3,682
	5th Grade Honors Orch.	\$1,513	\$2,157	\$2,490
	High School Vocal Ensemble	\$2,498	\$2,953	\$3,406
	5th Grade Honors Orch. - Assistant	\$1,369	\$1,618	\$1,868
	Nat'l Honor Society Advisor	\$4,187	\$4,948	\$5,709
	Sailing			
	Head Coach	\$3,978	\$4,325	\$4,991
	1st Assistant	\$2,917	\$3,448	\$3,977
	School Paper Advisor			
	High School	\$2,769	\$3,272	\$3,776
	Middle School	\$1,754	\$2,074	\$2,393
	Ski Team			
	Head Coach	\$4,625	\$5,268	\$6,078
	1st Assistant	\$3,391	\$4,007	\$4,624
	Soccer			
	Head Coach	\$4,586	\$5,107	\$5,893
	1st Assistant	\$3,362	\$3,973	\$4,585
	2nd Assistant	\$2,877	\$3,400	\$3,922
	3rd Assistant	\$2,675	\$3,161	\$3,647
	Softball			
	Head Coach	\$4,625	\$5,268	\$6,078
	1st Assistant	\$3,391	\$4,007	\$4,624
	2nd Assistant	\$3,188	\$3,767	\$4,347
	3rd Assistant	\$2,594	\$3,064	\$3,536
	Stage Manager			
	Head	\$3,511	\$4,150	\$4,789
	Assistant	\$1,823	\$2,154	\$2,487

Student Council				
	High School	\$4,187	\$4,948	\$5,709
	Middle School	\$1,620	\$1,914	\$2,210
	Elementary School	\$1,457	\$1,722	\$1,887
Swimming				
	Head Coach	\$5,102	\$5,745	\$6,629
	1st Assistant	\$3,741	\$4,422	\$5,101
	2nd Assistant	\$3,741	\$4,422	\$5,101
Tennis				
	Head Coach	\$4,716	\$4,948	\$5,709
	1st Assistant	\$3,457	\$4,087	\$4,715
Track				
	Head Coach	\$5,083	\$5,905	\$6,815
	1st Assistant	\$3,727	\$4,404	\$5,082
	Indoor - Head Coach	\$4,591	\$5,427	\$6,261
	1st Assistant - Indoor	\$3,241	\$3,831	\$4,420
Volleyball				
	Head Coach	\$4,072	\$4,629	\$5,340
	1st Assistant	\$2,985	\$3,528	\$4,071
	2nd Assistant	\$2,323	\$2,745	\$3,168
Weight Training				
	Year Long	\$2,769	\$3,272	\$3,776
	Fall	\$2,701	\$3,191	\$3,682
	Winter	\$3,241	\$3,831	\$4,420
	Spring	\$2,364	\$2,793	\$3,223
	Team	\$3,714	\$4,389	\$5,065
Wrestling Coach				
	Head Coach	\$5,739	\$6,782	\$7,826
	1st Assistant	\$4,132	\$4,884	\$5,636
	2nd Assistant	\$3,107	\$3,672	\$4,237
Yearbook				
	High School Adv.	\$4,861	\$5,745	\$6,629

Middle School Adv.	\$1,959	\$2,315	\$2,672
High School Treas.	\$3,391	\$4,007	\$4,624

**APPENDIX D**

**2011-2012 EXTRA PAY SALARY SCHEDULE**

Position / Step	1	2	3
Activity Director	\$9,229	\$10,907	\$12,586
Athletic Site & Equip. Mgr.			
Fall	\$4,822	\$5,699	\$6,575
Winter	\$4,822	\$5,699	\$6,575
Spring	\$4,822	\$5,699	\$6,575
American Field Svcs.			
Advisor	\$3,475	\$3,989	\$4,602
Assistant	\$2,548	\$3,011	\$3,474
Baseball			
Head Coach	\$5,092	\$5,860	\$6,762
1st Assistant	\$3,733	\$4,412	\$5,091
2nd Assistant	\$3,596	\$4,248	\$4,902
3rd Assistant	\$2,921	\$3,452	\$3,984
Basketball			
Head Coach	\$5,843	\$6,593	\$7,608
1st Assistant	\$4,284	\$5,062	\$5,842
2nd Assistant	\$3,334	\$3,940	\$4,546
Middle School	\$2,590	\$3,061	\$3,530
Middle School Assistant	\$2,101	\$2,484	\$2,865
Middle Schl. Fac. Mgr.	\$1,396	\$1,650	\$1,905
Bowling			
High School	\$2,135	\$2,522	\$2,912
Cheerleader Advisor			
Head Coach Varsity Football	\$2,618	\$3,094	\$3,570
Head Coach Varsity Basketball	\$3,383	\$3,581	\$4,132
Head Coach Competitive	\$3,030	\$3,581	\$4,132
1st Assistant Basketball	\$2,480	\$2,931	\$3,382



	Middle School	\$1,446	\$1,710	\$1,973
Chess Advisor		\$964	\$1,139	\$1,315
Class Advisor Jr./Sr.		\$3,099	\$3,663	\$4,227
Cross Country				
	Co-Ed Coach	\$4,752	\$5,617	\$6,481
	1st Assistant	\$3,459	\$4,087	\$4,716
Dance Team Advisor		\$2,480	\$2,931	\$3,382
Debate Club		\$2,342	\$2,766	\$3,194
Dramatics				
	High School Dir.	\$4,545	\$5,373	\$6,200
	H.S. Drama Mus. Dir.	\$2,232	\$2,636	\$3,043
	Middle School	\$2,962	\$3,501	\$4,040
Fencing				
	Head Coach	\$4,477	\$5,291	\$6,104
Football				
	Head Coach	\$7,178	\$8,140	\$9,393
	1st Assistant	\$5,262	\$6,220	\$7,177
	2nd Assistant	\$5,123	\$6,057	\$6,988
	3rd Assistant	\$4,187	\$4,948	\$5,710
	4th Assistant	\$4,050	\$4,787	\$5,523
French Hospitality Club		\$2,205	\$2,605	\$3,006
Golf				
	Head Coach	\$4,435	\$4,803	\$5,542
	1st Assistant	\$3,252	\$3,842	\$4,434
Gymnastics				
	Head Coach	\$5,092	\$5,778	\$6,668
	1st Assistant	\$3,733	\$4,412	\$5,091
High School-Bowl				

	Coach	\$3,099	\$3,663	\$4,227
	Odyssey of Mind/Team	\$1,309	\$1,546	\$1,784
Hockey - Field				
	Head Coach	\$5,054	\$5,699	\$6,575
	1st Assistant	\$3,706	\$4,379	\$5,053
	2nd Assistant	\$2,935	\$3,468	\$4,000
Hockey - Ice				
	Head Coach	\$5,280	\$6,023	\$6,951
	1st Assistant	\$3,871	\$4,574	\$5,279
	2nd Assistant	\$3,058	\$3,614	\$4,171
Intramural Coordinator - HS & MS				
		\$1,516	\$1,791	\$2,068
Key Club Advisor				
		\$4,271	\$5,047	\$5,823
Lacrosse				
	Head Coach	\$4,683	\$5,536	\$6,386
	1st Assistant	\$3,318	\$3,923	\$4,527
	2nd Assistant	\$2,852	\$3,369	\$3,888
Lit. Mag. Advisor				
		\$2,272	\$2,685	\$3,099
Math Advisor				
	High School	\$1,516	\$1,791	\$2,068
	Middle School	\$1,516	\$1,791	\$2,068
Mock Trial				
	High School Team	\$3,788	\$4,477	\$5,166
	Middle School Team	\$3,099	\$3,663	\$4,227
Music				
	Band Director - HS	\$4,407	\$4,613	\$6,011
	Ass't Band Director - HS	\$3,182	\$3,760	\$4,339
	Chamber Orchestra – HS & MS	\$2,548	\$3,012	\$3,474
	Choral Director - HS	\$2,892	\$3,419	\$3,944
	6th Grade Honors Band	\$1,862	\$2,201	\$2,540
	High School Orch	\$3,099	\$3,663	\$4,227
	Honors Orch. Cond. - MS	\$1,862	\$2,201	\$2,540
	Honors Assistant Cond. - MS	\$1,789	\$2,115	\$2,441

	Vocal Ensemble - MS	\$1,862	\$2,201	\$2,540
	Jazz Band - MS	\$1,343	\$1,587	\$1,832
	Jazz H.S. Ensemble	\$3,581	\$4,233	\$4,884
	Mid. Sachl. Mus. Drama	\$2,755	\$3,255	\$3,756
	5th Grade Honors Orch.	\$1,543	\$2,200	\$2,540
	High School Vocal Ensemble	\$2,548	\$3,012	\$3,474
	5th Grade Honors Orch. - Assistant	\$1,396	\$1,650	\$1,905
	Nat'l Honor Society Advisor	\$4,271	\$5,047	\$5,823
	Sailing			
	Head Coach	\$4,058	\$4,412	\$5,091
	1st Assistant	\$2,975	\$3,517	\$4,057
	School Paper Advisor			
	High School	\$2,824	\$3,337	\$3,852
	Middle School	\$1,789	\$2,115	\$2,441
	Ski Team			
	Head Coach	\$4,718	\$5,373	\$6,200
	1st Assistant	\$3,459	\$4,087	\$4,716
	Soccer			
	Head Coach	\$4,678	\$5,209	\$6,011
	1st Assistant	\$3,429	\$4,052	\$4,677
	2nd Assistant	\$2,935	\$3,468	\$4,000
	3rd Assistant	\$2,729	\$3,224	\$3,720
	Softball			
	Head Coach	\$4,718	\$5,373	\$6,200
	1st Assistant	\$3,459	\$4,087	\$4,716
	2nd Assistant	\$3,252	\$3,842	\$4,434
	3rd Assistant	\$2,646	\$3,125	\$3,607
	Stage Manager			
	Head	\$3,581	\$4,233	\$4,885
	Assistant	\$1,859	\$2,197	\$2,537
	Student Council			

	High School	\$4,271	\$5,047	\$5,823
	Middle School	\$1,652	\$1,952	\$2,254
	Elementary School	\$1,486	\$1,756	\$1,925
Swimming				
	Head Coach	\$5,204	\$5,860	\$6,762
	1st Assistant	\$3,816	\$4,510	\$5,203
	2nd Assistant	\$3,816	\$4,510	\$5,203
Tennis				
	Head Coach	\$4,810	\$5,047	\$5,823
	1st Assistant	\$3,526	\$4,169	\$4,809
Track				
	Head Coach	\$5,185	\$6,023	\$6,951
	1st Assistant	\$3,802	\$4,492	\$5,184
	Indoor - Head Coach	\$4,683	\$5,536	\$6,386
	1st Assistant - Indoor	\$3,306	\$3,908	\$4,508
Volleyball				
	Head Coach	\$4,153	\$4,722	\$5,447
	1st Assistant	\$3,045	\$3,599	\$4,152
	2nd Assistant	\$2,369	\$2,800	\$3,231
Weight Training				
	Year Long	\$2,824	\$3,337	\$3,852
	Fall	\$2,755	\$3,255	\$3,756
	Winter	\$3,306	\$3,908	\$4,508
	Spring	\$2,411	\$2,849	\$3,287
	Team	\$3,788	\$4,477	\$5,166
Wrestling Coach				
	Head Coach	\$5,854	\$6,918	\$7,983
	1st Assistant	\$4,215	\$4,982	\$5,749
	2nd Assistant	\$3,169	\$3,745	\$4,322
Yearbook				
	High School Adv.	\$4,958	\$5,860	\$6,762
	Middle School Adv.	\$1,998	\$2,361	\$2,725
	High School Treas.	\$3,459	\$4,087	\$4,716

## PART 2

### **BOARD/ADMINISTRATIVE POLICIES**

#### **4.1.4 Elementary Class Size and Staffing Adequacy**

- a. Special Education - Intensive or Self-Contained

Intensive or Self-Contained elementary Special Education students will be assigned to a class in accord with the recommendation of the Planning and Placement Team and following the system's Intensive/Self-Contained model as noted below:

Not more than ten (10)

- b. Special Education – Resource

Elementary Special Education students will be assigned to a resource class in accord with the recommendation of the Planning and Placement Team and following the system's Resource model as noted below:

Not more than twenty (20)

#### **4.1.5 Elementary and Secondary Class Size (Board Policy #6151)**

- a. Class size shall be consistent with the requirements for good instructional procedure and efficient use of teaching personnel.
- b. For normal class instruction, a class not exceeding 25 pupils will be considered desirable.
- c. A class size of 15 shall be considered a minimum for efficient utilization of the teaching staff.
- d. When class size in grades K-2 exceeds 30, the class may be divided or a teaching assistant provided.
- e. When class size in grades 3-6 exceeds 35, the class may be divided or a teaching assistant provided.
- f. Secondary class size shall not exceed 35 for normal class operation.

#### **4.3.4 Secondary Special Education Class Size (Administrative Policy)**

- a. Student Load - Special Education - Intensive

Intensive Secondary Middle School Special Education students will be assigned to a class in accord with the recommendation of the Planning and Placement

Team and following the system's Secondary Middle School model as noted below:

Not more than ten (10)

b. Student Load - Special Education - Resource

Secondary Middle School Special Education students will be assigned to a Resource class in accord with the recommendation of the Planning and Placement Team and following the system's Resource model as noted below:

Not more than twenty (20)

c. Student Load - Special Education - Intensive

Intensive Secondary High School Special Education students will be assigned to a class in accord with the recommendation of the Planning and Placement Team and following the system's Intensive Secondary model as noted below:

Not more than twelve (12)

d. Student Load - Special Education - Resource

Secondary High School Special Education students will be assigned to a Resource class in accord with the recommendation of the Planning and Placement Team and following the system's Resource model as noted below:

Not more than twenty-five (25)

#### 4.6 FACULTY AND DEPARTMENT MEETINGS (Administrative Policy)

a. Tuesday afternoons shall be reserved by all members of the professional staff for faculty or departmental meetings.

i. All staff members shall remain at the meeting until it is officially adjourned. Any deviation shall be cleared through the chairman in advance.

ii. Although no definitive time limits can be established it is suggested that meetings should not go beyond 1 1/2 hours.

iii. Excused absence shall be based upon extraordinary or unavoidable circumstances beyond the control of the person involved and approved by the teacher's immediate supervisor.

iv. Absence from faculty or departmental meeting shall be communicated to the chairman of the meeting in advance by the teacher.

- v. Those personnel who have coaching assignments are excused from faculty or departmental meetings only at those times when an interscholastic contest is to be held.
- vi. Unexcused Absence
  - a. All unexcused absences shall be reported in writing by the chairman of the meeting, to the immediate supervisor of the teacher.
  - b. The immediate supervisor will discuss the problem with the teacher concerned to rectify the situation.
  - c. If there is a second occurrence, a written report shall be submitted to the Administrative Assistant for Personnel by the immediate supervisor with a copy to the staff member involved.

#### **4.7 PROMOTION OF STAFF MEMBERS (Administrative Policy)**

- a. When administrative vacancies occur in the system, notice is given to staff. Such notice contains the minimum qualifications in terms of education and experience, the duties and certification requirements.
- b. Candidates are evaluated by the Superintendent in conjunction with a screening committee appointed by the Superintendent. All recommendations are referred to the Board of Education for action subsequent to the following procedures:
  - aa. Determination of qualifications.
  - bb. Announcement of vacancy.
  - cc. Evaluation of credentials of candidates.
  - dd. Interview of final candidates.
  - ee. Recommendation by committee to the Superintendent.
  - ff. Recommendation by Superintendent to Board of Education.
  - gg. Appointment by Board of Education.

#### **4.8 EARLY LEAVE POLICY (Administrative Policy)**

For a request for early leave to be considered, the teacher must notify the Administrative Assistant for Personnel, in writing, on or before April 1, that he or she has applied for a certain program, giving details of time, place and nature of program.

Teachers should realize that their selection for a certain program requiring early leave because of distance or date of start of program will not necessarily guarantee early leave permission.

Request for early leave will require deduction of substitute pay, if such leave is permitted, unless there are extenuating circumstances.

#### **4.9.2. Personal or Private Absence Requests (Administrative Policy)\***

For Definition/Examples, see corresponding Administrative Section.

Personal or private absence with pay or personal absence with pay less substitute shall be granted subject to the formal approval of the superintendent of schools. Such absence shall not be charged against the staff member's sick leave allowance.

##### **4.9.2.1. Personal or Private Absence Requests**

Personal or private business days shall be used only in situations of urgency for the purpose of conducting business which is impossible to transact on the weekend or after school hours. Before making any requests for absences of such nature, staff members should bear in mind that their professional and moral responsibility is to be in the classroom or at the appropriate place of assigned work.

Staff members wishing to utilize a personal or private business day must submit the appropriate form to the Superintendent at least five (5) school days in advance of the anticipated absence. The general reason shall be indicated on the form. The moral and professional responsibility for personal or private judgment shall rest with the individual staff member.

If the nature of the request is that of an extreme emergency, the appropriate form must be submitted at the earliest possible time. Personal or private business days cannot be used prior to or following vacations, single holidays or Teachers' Convention Day if the purpose is an extension of such holiday or vacation, even if the day immediately preceding or following the above days is taken with loss of pay. All non-permitted days of absence prior or subsequent to days of permitted absence, taken in sequence, shall be deducted. Any situation involving absence which in the opinion of the Superintendent needs investigation may be explored by the proper legal authority.

#### **Definitions**

- a. Immediate Family  
Spouse, Child, Parent, Guardian, Ward, Sibling, Civil Union Partner.
- b. Near Relative



Parent-in-law, Sibling-in-law, First Cousin, Aunt, Uncle, Niece, Nephew, Grandparent, Grandchild.

c. Immediate Household

Anyone other than a member of the immediate family or a near relative, with whom the employee resides

**4.9.2.2 Absence with Full Pay**

a. Business Absence

Any absence for business which requires the presence of the individual; and,

- aa. Bank business
- bb. Conference with author/publisher
- cc. Military training obligation
- dd. Moving arrangements

b. Legal Absence

Any absence for legal proceedings which require the presence of the individual and which could not be conducted at times other than the school day.

- aa. Court appearance
- bb. Property closing
- cc. Estate settlement
- dd. Adoption proceedings

c. Death

- aa. Immediate family
- bb. Near relative or member of the immediate household
- cc. Close friend

d. Family Obligations (absolutely necessary)

- aa. Emergency in the home

- bb. Personal recognition, honors, citations for members of the immediate family or immediate household
- cc. Wedding in the immediate family or immediate household
- dd. Transportation for incapacitated member of the immediate family or the immediate household
- ee. Illness of member of the immediate family or immediate household
- ff. Birth of a child
- e. Religious
  - aa. Ordination/profession of member of the immediate family, immediate household or near relative
  - bb. Sacred rites for members of immediate family, immediate household, or near relative
- f. Educational
  - aa. School registration of child
  - bb. College conference concerning member of immediate family or immediate household
  - cc. University commencement of member of immediate family or immediate household
  - dd. Approved attendance at conference, convention, seminar
  - ee. Fellowship (travel)
  - ff. Interviews for fellowships and doctoral requirements
  - gg. Observing in another town (course requirement)
  - hh. Approved school business (these days would not be counted against the allowed personal days)
  - ii. Approved visitation at own or at other schools
  - jj. Doctoral examinations
- g. Medical
  - aa. Illness of immediate family or member of immediate household.

- bb. Medical, dental, psychiatric consultation, examination, surgery
- h. Private

One of the allowed days may be used for an absence which in the professional judgment of the employee, is deemed important and reasonable.

#### **4.9.2.3 Absence with Pay Less Substitute**

- a. Business Absence  

Any absence for business which requests but does not require, the presence of the individual, and which could not effectively be done at times other than the school day

  - aa. Fraternal, philanthropic organization, meeting
  - bb. Interview for a job
- b. Legal Business  

Any absence for legal proceedings which request but do not require the presence of the individual and could not effectively be done at times other than the school day.

  - aa. Consultation with attorney
- c. Death - Close friend
- d. Family Obligation (not absolutely necessary) i.e. Wedding of near relative or friend
- e. Religious
  - aa. Ordination/Profession of near relative or friend
  - bb. Sacred rites of a friend
- f. Educational
  - aa. Commencement of near relative or friend
  - bb. School visit of child
- g. Medical
  - aa. Medical exam for overseas teaching

bb. Medical exam for marriage

### **7.2.1 Notification to Staff of IEP Goal Requirements\***

The Building Planning and Placement team is responsible to provide each teacher involved in any part of a special education student's instructional goals with necessary information in a timely manner.

### **7.2.2 Right to Call a Planning and Placement Meeting\***

Regulation 10-76d-11 provides that each Planning and Placement Team shall review and, if appropriate, revise each child's individualized education program periodically but not less than annually. In addition, a review shall be made upon request of the parents or personnel working with the child, provided the child's educational performance indicates the need for a review.

The regulation provides any member of the professional staff working with the child the right to request a Planning and Placement Team (PPT) meeting to consider a change in the Individual Education Program (IEP). It is incumbent upon the chairperson of the PPT to call the meeting and to follow the procedure prescribed by the state and federal law.

## **OTHER SELECTED POLICIES AND MEMORANDA**

### **AS OF THIS PRINTING**

#### **PHYSICAL EXAMINATION - (BOARD POLICY 4114)**

All personnel, on appointment, shall present evidence of physical and mental fitness in accord with the requirements prescribed by the Fairfield Department of Health.

On request of the Superintendent, any staff member may be required to present evidence from a qualified physician that he/she is physically and/or mentally qualified to perform his/her duties in a satisfactory manner.

#### **ASSIGNMENT OF PERSONNEL - (BOARD POLICY 4115)**

Assignment of personnel shall be made by the Superintendent in the best interest of the Fairfield Public Schools.

The Superintendent shall specify and assign duties to personnel, and shall be responsible for the enforcement of such rules and other contractual obligations as the Board may from time to time establish for the proper and efficient operation of the school district.

The assignment of personnel may include assignments at times not restricted to the traditional school day in order to maximize the effectiveness of staff, programs, and time for instruction.

Transfers shall be made in the best interest of the Fairfield Public Schools.

### **TERMINATION OF EMPLOYMENT - (BOARD POLICY 4119)**

Employees possessing firearms or legally defined weaponry while on school premises will be subject to employment termination proceedings.

### **SMOKING BY SCHOOL EMPLOYEES - (BOARD POLICY 4119.5)**

Smoking by school employees will not be permitted in any public school building or on school grounds in the Town of Fairfield during the school day. Smoking is permitted by students and staff in Continuing Education, and adults attending meetings in school buildings in designated outside areas which are equipped with receptacles for ashes and associated debris.

PA93-304 prohibits smoking in school buildings while school is in session or student activities are being conducted. There is no designated area in the school building for employees.

### **CHILD ABUSE - (BOARD POLICY 4119.6)**

In compliance with the Connecticut General Statutes §17-A101, the Fairfield Board of Education recognizes all professional and paraprofessional school employees as mandated reporters in all suspected cases of child abuse in and out of school. In order to protect children from injury and neglect, any suspicion of abuse must be immediately reported (within 72 hours) to the agency designated by State Statutes and to the Superintendent or his/her designee. Failure results in a fine.

### **DRUG-FREE WORK PLACE - (BOARD POLICY 4119.7)**

In accordance with the Drug-Free Work Place Act of 1988 and the Drug-Free School Act, it is the policy of the Fairfield Public Schools to prevent and prohibit the use or possession of drugs and alcohol on school premises and, further, to prohibit any use of drugs or alcohol which would impair an employee's performance during school hours.

Violations of this policy, including the possession, use, distribution of any drug or alcohol, or drug paraphernalia and/or being under the influence of drugs or alcohol on school property or at any school sponsored event, will be dealt with in accordance with Administrative Regulations.

Since drug or alcohol use and abuse may be indicative of serious underlying problems, the Board of Education shall make every effort to offer an employee help and assistance that could include early identification of substance abuse problems, referral for treatment and aftercare.

In dealing with infractions, school personnel recognize that a sanctuary will not be provided for those who violate local, state, and federal law. Administrative Regulations will govern the involvement of the Police Department with respect to violations which occur on school property or at school sponsored events.

## Administrative Regulations

1. Employees who violate the provisions of Board of Education Policy 4119.7 Drug-Free Work Place, will be subject to disciplinary action, consistent with applicable state and federal laws which may include referral for criminal prosecution. Disciplinary action will include at a minimum a letter of reprimand and may include but is not limited to suspension or termination from employment. Enrollment and successful completion of an appropriate substance abuse rehabilitation program may be required at the discretion of the administration.
2. Employees of the Fairfield Public Schools shall report any suspected violation of Board Policy 4119.7 Drug-Free Work Place, to an administrator or directly to the Superintendent of Schools. The Superintendent or his/her designee will immediately investigate the allegation and meet with the alleged violator. Any disciplinary sanctions imposed will ensure that similar violations are treated similarly.
3. All employees will be notified of this policy on a yearly basis, and are to recognize that compliance is mandated.
4. Information about available drug and alcohol counseling, rehabilitation and re-entry programs will be made available to employees.

### **POLICY REGARDING SEXUAL HARASSMENT**

It is the policy of the Fairfield Public Schools to maintain a working and learning environment free from harassment, insults or intimidation on the basis of sex or sexual orientation. Sexual harassment is against the law and against school district policy. (Connecticut General Statutes Section 46a-60 as amended and Title VII and Title IX of the Education Amendment (29 C.F.R. SS1604.11)).

"Sexual harassment" is defined as any unwelcome sexual advances or requests for sexual favors or any conduct of a sexual nature when (1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment; (2) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or, (3) such conduct has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

Sexual harassment also includes any such conduct on the part of an employee toward a student.

No employee shall engage in any such conduct or condone such conduct by students. Furthermore, retaliation against an employee or student making a complaint is also prohibited.

Violations of this policy will result in disciplinary action. This disciplinary action may include but is not limited to a reprimand, probation, suspension or termination.

Complaints should be referred to the Title IX Coordinator at Fairfield High School if the occurrence involved the high school. All other complaints should be referred to the District Title IX Coordinator. Investigations of the alleged violations shall commence immediately and a report rendered to the Superintendent within forty (40) days. Those involved with a sexual harassment investigation are expected to protect the confidentiality of all individuals and information related to the case. Investigations will be documented with a written, factual report, regardless of the investigation's outcome. Findings of an investigation may be appealed to the Board of Education.

## **POLICY REGARDING PHYSICAL FORCE -**

### **(BOARD POLICY 5113)**

Corporal punishment as a disciplinary measure is prohibited in the Fairfield Public Schools. Notwithstanding this, physical force may be used to quell a disturbance which threatens physical injury to others, to obtain possession of weapons or other dangerous objects, for the purpose of self-defense, and for the protection of persons and property.

## **POLICY REGARDING ELECTRONIC MONITORING**

Pursuant to the authority of Public Act 98-142, the Board of Education hereby gives notice to all its employees of the potential use of electronic monitoring in its workplace. While the Board may not actually engage in the use of electronic monitoring, it reserves the right to do so when determined to be appropriate by the Board or the Superintendent of Schools at their discretion.

“Electronic monitoring,” as defined by Public Act 98-142, means the collection of information on school district premises concerning employees’ activities or communications, by any means other than direct observation of the employees. Electronic monitoring includes the use of a computer, telephone, wire, radio, camera, electromagnetic, photo-electronic or photo-optical systems. The law does not cover the collection of information (A) for security purposes in any common areas of the Board of Education premises which are open to the public, or (B) which is prohibited under other state or federal law.

All staff members are made aware of the following:

- Virtually all electronic devices retain a record of each use, and the information about that use may be recoverable.
- Electronic communications may not be secure and therefore may not be an appropriate means by which to communicate confidential or sensitive information.
- Freedom of information Regulations apply to information maintained and/or communicated electronically as well as to information maintained or communicated on other media.

The law also provides that, where electronic monitoring may produce evidence of misconduct, the school district may use electronic monitoring without any prior notice when the Board and/or Superintendent have reasonable grounds to believe employees of the school system are engaged in conduct that (1) violates the law, (2) violates the legal rights of the Board of Education or other employees, or (3) creates a hostile work environment.

### **USE OF WORKPLACE FACILITIES, PROPERTY AND RESOURCES**

The Board of Education gives notice to all employees that school system facilities, property, and resources are provided for uses which are consistent with the employee's job responsibilities. Other uses of school system facilities, property, and resources require prior approval of the employee's supervisor, with the exception of incidental personal use.

### **PROFESSIONAL DEVELOPMENT (ADMINISTRATIVE POLICY)**

#### **(BOARD ACTION DECEMBER 12, 1995)**

a. Elementary Level

There will be three (3) early release Professional Development and Planning days during the school year.

b. Middle and High School

Require 10 additional work hours per year of Professional Time for each staff member.

This proposal allows for teachers to develop plans relative to the improvement of instruction priorities in our school system. The time used to work on these plans is an addition to the established work day or work year. The work time should be scheduled in a flexible manner acceptable to both teachers and building administrators.

Plans can take, but are not limited to, any of the following forms:

1. Professional Development
2. Curriculum and Program Planning
3. Professional Collaboration
4. Observation of Other Schools and/or Programs

Plans developed by teachers must be submitted to the designated Administrator and approved in advance.

### **MEMORANDUM OF INTENT**

Following negotiations with the Fairfield Board of Education and the Fairfield Education Association, for a contract to be effective July 1, 1990 and terminating June 30, 1993, it was



agreed that some further clarification was necessary as it relates to the new language in Article VIII i, Insurance Cost Containment. Both parties had a mutual interest in meeting for clarification. The following is reflective of the mutual intent of both parties and should help to serve as clarification and guidance for administrative implementation of the language.

Re: Recovery Incentive Program

It is the intent that the responsibility rests with the employee to follow up on any perceived errors and report same with appropriate documentation to the Board of Education insurance clerk.

Re: Stipend of \$500

It is provided to teachers who elect to waive in writing all health insurance coverage provided by the Fairfield Board of Education. It is clear that those individuals who had already waived insurance coverage would not be affected by the new contract waiver program. This stipend would be available only to individuals presently covered in part or in all for health insurance coverage and who elect to sign a waiver to remove themselves from all Board of Education sponsored insurance.

Re: Number of Payments

While the contract language suggests four equal payments, it is understood that should the Business Office believe a single payment would be more easily managed, then, such would be communicated by the Business Administrator to the president of the FEA prior to the initial implementation. It is understood that this stipend is a one-time payment.

Re: Employed Spouses

It is recognized that there are employees within the bargaining unit who have spouses also employed within the school district. It is the understanding of the parties that the intent was to encourage individuals to remove him/herself from health insurance coverage provided by the Fairfield Board of Education. Hence, to drop coverage and rejoin under one's spouse does not meet the intent of the program..

Re: Electing to Resume Board Provided Insurance

Benefits will not be provided for pre-existing conditions, disease, or ailment if the condition existed within a period of six months immediately prior to the member's effective date of reinstatement in such a manner as would cause a reasonably prudent person to seek diagnosis, care or treatment, or, medical advice or treatment was recommended or received. Notwithstanding the foregoing, such benefits will be provided for pre-existing conditions after twelve months following the member's reinstatement. The pre-existing condition exclusion is not applicable to benefits for newborns.

Re: Waiver Disclaimer

The waiver which an individual signs to remove him or herself from the Board insurance program so as to qualify for the stipend should, at the same time, have included within or as part of this waiver document a disclaimer indicating the conditions that must be met and/or situations that are excluded. There must be fair and reasonable warning to protect both the Association and Board of Education.

Re: Hardship Situations

Both parties recognize that there are circumstances or hardships that might cause one to opt back into the insurance program. In such cases, arrangements should be made and/or efforts to allow in a most expeditious manner, the complete and full restoration to benefit coverage. Such circumstances might include death of a spouse or family member, divorce, and/or involuntary loss of employment on the part of the insuring spouse.

Re: Both parties recognize that as this intent document is prepared, there may be issues or circumstances that neither party conceives or is aware of and for which further discussions may be necessary as it relates to the intent of the newly negotiated language.

## MEMORANDUM OF UNDERSTANDING

This will confirm the understanding reached in negotiations for the 2007-2010 Agreement concerning the Union's request to add elementary school student council as a paid position. The parties agree that the issue will be discussed on its merits by the Board of Review Committee set forth in Section 10.5.4 of the Collective Bargaining Agreement.

FAIRFIELD EDUCATION ASSOCIATION

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Marilyn Feranec, President

FAIRFIELD BOARD OF EDUCATION

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David Webber, Chairman

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**IMPORTANT TELEPHONE NUMBERS**

Human Resources Office.....(203) 255-8462  
Fairfield Education Association.....(203) 255-2627  
Payroll Office.....(203) 255-8386  
Insurance Office.....(203) 255-8381  
State Certification Board.....(860) 566-4561  
State Teachers' Retirement Board.....(860) 566-5285

**CREDIT UNIONS**

Fairfield/Bridgeport Teachers' Credit Union.....(203) 576-0554  
Town of Fairfield Credit Union.....(203) 256-3133