#### **MEMORANDUM**

TO: (1) MEMBERS OF THE TOWN OF FAIRFIELD RTM

- (2) MEMBERS OF THE FAIRFIELD BOARD OF EDUCATION
- (3) MICHAEL TESTANI, SUPERINTENDENT OF SCHOOLS
- (4) KANICKA INGRAM, DIRECTOR OF HUMAN RESOURCES
- (5) COURTNEY LEBORIOUS, CHIEF FINANCIAL OFFICER

CC: JAMES WALSH, BOARD OF FINANCE

FROM: STEPHEN M. SEDOR – ATTORNEY FOR THE FAIRFIELD BOARD OF

**EDUCATION** 

DATE: JANUARY 2, 2024

RE: FAIRFIELD BOARD OF EDUCATION

SUMMARY OF 2024-2027 TEACHERS COLLECTIVE BARGAINING

AGREEMENT

# Greetings:

As the RTM is aware, Pullman & Comley, LLC ("Pullman") is counsel to the Fairfield Board of Education (the "Board") and represents the Board with respect to its labor and employment matters, including collective bargaining matters.

As the RTM is also aware, the Board and the Fairfield Education Association (the "Union") have reached an agreement for a collective bargaining agreement ("Contract") for the period of July 1, 2024, through June 30, 2027. Pursuant to Connecticut General Statutes Section 10-153d, the Contract has been filed with the Town Clerk's office and notice of the filing has been published. Pursuant to the request of the Board, this Memorandum is being provided to the RTM in order to summarize the Contract for the RTM's convenience and consideration.

By way of background, the text of this Memorandum shall summarize the basic elements of the new Contract. However, there are twelve (12) sections of attachments hereto that shall be cited under each issue, as these attachments provide more detailed charts of information, including salary schedules, cost information, comparative salary information, comparative salary and insurance settlements and insurance information. (*See* Sections 1 through 12; pp. 8-31).

A summary of the Contract is set forth below.

## I. <u>Duration</u>

This will be another three (3) year Contract, which will commence on July 1, 2024 and expire on June 30, 2027. (The Parties have negotiated a 3-year Contract for the past several Contracts.).

## **II.** Economics (Wages and Economics):

# A. <u>Wages</u>

The following background information is useful to discuss and evaluate the wage settlement in this Contract.

# 1. 2023-24 "Base Year" Salary Obligation

There are 939 employees in this bargaining unit, based on the census or "snapshot" taken on August 23, 2023, which was approximately one week prior to the start of the 2023-24 school year and at the start of these negotiations. The total *projected* salary account based on the "snapshot" is \$87,117,836. Stated differently, the total projected salary cost for this 2023-24 "base year" is \$87,117,836. (*See* Sections 1A – 1C; pp. 8-10).

Within the salary schedule, approximately 341 employees are on Step 19 (10 month), which means that approximately 36% of the employees in the bargaining unit are at the highest Step of the salary schedule and therefore earning the highest salary within the schedule. (See Sections 1A - 1C; pp. 8-10).

# 2. <u>2024-2027 Cost of Increment ("Step Cost")</u>

The cost to the Board of the employees' annual wage increases is not limited soley to a general wage increase ("GWI"). There is also a cost of advancing employees below the highest Step (Step 19) from year to year. (Referred to as the "cost of increment" or "step cost"). For this Contract, the projected cost of increment based on the base year salary schedule was \$5,556,003. This equated to 6.25% of the salary schedule, which is comparatively a high cost of increment. (See Section 2; p. 11).

Here also it is important to note that although advancing employees a Step each year results in a substantial cost, simply advancing these employees provides no wage increase at all to those employees at Step 19, as they have no upward mobility on the salary schedule. Thus, the distribution of employees on the base year salary schedule created multiple challenges in reaching a fair settlement that fell within the range of comparable settlements. (*See* Section 3; p. 12).

Contributing to the high step cost is (i) the large number of Steps (19) in the salary schedule (Fairfield's 19 steps is the second highest number of steps in Fairfield County)(See Section 4; p. 13); and (ii) there is a large "bubble" between Steps 18 and 19. Stated differently, the amount of increases between Steps 1 through 18 are in the general range of \$2,000 to \$4,000. However, there is a significantly large increase or gap between Steps 18 and 19. The salary increase between these 2 Steps is approximately \$8,500-\$12,000, depending upon the lane of the salary schedule. (See Section 1A - 1C; pp.8-10).

# 3. <u>Comparative Salaries in Fairfield County</u>

The starting salaries for Fairfield, including the first 4 Steps of the salary schedule, are the lowest in Fairfield County, except for Bridgeport. (See Sections 5A - 5C; pp. 14-16 for a comparative chart showing the respective salaries for employees in the BA, MA and  $6^{th}$  year lanes in other Fairfield County school districts). In addition, when employees in other districts reach the highest Step on their respective schedules, in most cases that salary is higher than Fairfield's salary on that comparative Step. (See Sections 5A - 5C; pp. 8-10). This has presented concerns about Fairfield having the ability to attract new, high quality candidates.

# 4. <u>Salary Agreement and Structure:</u>

The Board had the challenges set forth in Sections 1 through 3 above when negotiating this Contract. In an attempt to rectify some of the shortcomings in the salary schedule, the Board reached the following wage settlement:

# • Effective July 1, 2024: (4.58%)

- $\circ$  Steps 1 4 were eliminated from the salary schedule, making former Step 5 the new first Step of the schedule;
- The employees on (prior) Steps 1-4 advanced to Step 5;
- Step 18 was increased by \$2,000 to "smooth" the "bubble" and a new Step was inserted between existing Steps 18 and 19 to "break the bubble" (the result being the new schedule was reduced from 19 to 16 Steps); and
- o All employees below (new) Step 20 (former Step 19) shall advance 1 Step and then a 2.25% GWI to all.

# • Effective July 1, 2025: (4.43%)

 All employees below (new) Step 20 shall advance 1 Step and then a 2.25% GWI to all.

## • Effective July 1, 2026: (4.15%)

 All employees below (new) Step 20 shall advance 1 Step and then a 2.12% GWI to all.

(See Section 6; p. 17).

As noted above, there are now 16 Steps on the salary schedule for the next Contract. (*See* Section 7; p. 18 for the new salary schedule). The total projected cost of the 3-year salary increase is \$11,976,117 (13.16%), broken down as set forth above. (4.58% year 1; 4.43% year 2; and 4.15% year 3). (*See* Section 8; p. 19 for a year-to-year breakdown of the projected cost of the salary settlement).

# 5. <u>Accomplishments of the Wage Settlement</u>

The wage settlement met several of the challenges that were presented by the existing 2023-24 salary schedule. First, the settlement reduced the number of Steps in the schedule from 19 to 16. Second, the settlement eliminated the "bubble," which saved approximately \$153,000 in year 1 of the Contract. (See Section 8; p. 19). Third, the elimination of Steps 1 through 4 made Fairfield's starting salaries more competitive with the other districts in Fairfield County. (See Sections 9A – 9C; pp. 20-22 for comparative salaries in Fairfield County school districts during what will be year 1 of the new Contract). Fourth, as is detailed below, the settlement was competitive with those in other districts that settled this year and was below the average of the Fairfield County districts that have settled. (See Section 10; pp. 23-25).

# 6. <u>Comparative Settlements:</u>

The settlements for teachers' contracts have increased over the last two negotiations cycles. The following is a summary of settlements from the 2022-23 and 2023-24 school years.

#### (*i*) 2022-2023 Settlements

2023-24	2024-25	2025-26	TOTAL
4.26	3.97	3.88	12.11

# (ii) 2023-24 Settlements as of October 17, 2023 (The Date of Mediation When the Parties Reached a Tentative Agreement)

2024-25	2025-26	2026-27	TOTAL
4.795	3.931	4.115	12.841

#### (iii) *PUBLIC* 2023-24 Settlements as of December 20, 2023

2024-25	2025-26	2026-27	TOTAL
4.69	4.03	4.15	12.88

#### (iv) 2023-24 Fairfield County Settlements

DISTRICT	2024-25	2025-26	2026-27	TOTAL
Fairfield	4.58	4.43	4.15	13.16
Easton	7.5	4.3	4.2	16
Bridgeport	4.85	4.32	4.6	13.77*
Region 9	4.37	3.78	3.46	11.61
Average w/Fairfield	5.325	4.21	4.1	13.64
				(.48)*
Average w/out	5.57	4.13	4.09	13.79
Fairfield				(.63)

<sup>\*</sup>Figure in red is the amount the Fairfield settlement is below the Fairfield County average.

(See Section 10; pp. 23-25).

<sup>\*</sup>Bridgeport had a 4-year settlement-this chart reflects the first 3 years.

## v. Other Economics

- o <u>Stipends</u>: Stipends will have a one-time increase of 5% effective 7/1/2024. They shall then remain flat for the remainder of the Contract.
- o <u>Sick day payout</u>: Teachers will receive a payout in the amount of \$100 for the number of their accrued sick days in excess of 100 if they announce their retirement before November 1. This payment shall be reduced by the number of sick days that they use from November 1 until the end of the school year.
- o <u>Extra Duty Compensation</u>: The following extra duty rates shall increase as follows:
  - (1) Summer/Curriculum work from \$45 to \$60 per hour.
  - (2) Secondary Intramural Supervisor from \$31.83 to \$40.
  - (3) Homebound Tutors from \$50 to \$75 per hour.
- o <u>7<sup>th</sup>-Year Salary Lane</u>: The salary lane for those with a 7<sup>th</sup> year shall be reopened. Those who currently qualify (ie "grandfathered") to move into that lane will advance by seniority. However, there will be an annual cap of \$50,000 that will limit the number of employees who can advance into that lane.

(See also Section 11; p. 26).

## B. Insurance

The Board provides health insurance under the State Partnership Plan 2.0 ("SPP"). Accordingly, since the State of Connecticut controls the plan design and the premium costs, the only substantive issue to be negotiated was the employees' annual premium cost share payments. Here it is important to note that Fairfield teachers currently pay 24.5% in premium cost share ("PCS"), which is the highest in Fairfield County and one of the highest in the state. (*See* Section 12A; p. 27).

For this Contract, the teachers' PCS will remain at 24.5% for 2024-25 and 2025-26; and then it will increase to 25.5% effective July 1, 2026. Even though the PCS will remain at 24.5% for the first 2 years of the Contract, Fairfield's teachers will likely continue to have the highest PCS in Fairfield County for the next 3 years. (*See* Section 12A; p. 27).

In addition, PCS increases have generally slowed over the past 2 negotiation cycles. In fact, this year, the Fairfield County districts who settled in 2023 increased cost shares over 3 years by 1.5%, 1.5% and .5%. All of these districts have cost shares that are less than that of Fairfield. (*See* Section 12B; pp. 27-28).

It is also worth noting that although the teachers' PCS will not increase as a *percentage* for the first 2 years, they will be paying more *in dollars* because the annual premiums will rise, thereby increasing their total monetary payments. It is reasonable, but certainly not definitive, to project insurance premiums to rise by 8% per year over the next 3 years. (And perhaps more). If this occurs, annual insurance costs will transfer to the teachers by a projected amount of \$524,000 in

year 1; \$565,914 in year 2; and \$947,948 in year 3, for a total cost transfer of \$2,037,862. (*See* Section 12; pp. 28-31). For perspective purposes, \$2,037,862 equates to 2.34% of the 2023-24 salary schedule.

# III. Language and Work Rule Changes

## A. BOE Proposals

- Teachers will return to school 4 (previously 3) days prior to the first student day. They shall be given a full day to set up their classrooms.
- Teachers' after-school meetings:
  - o The first meeting of the month (first Tuesday) shall last no longer than 60 minutes.
  - o The second, third and fourth meeting shall last no longer than 90 minutes.
- School psychologists, social workers, special education teachers and speech and language pathologists shall be excused from 2 meetings per month. But, they shall be required to use that time for report-writing, preparation and other duties.
- The existing layoff procedure which consists of a long, confusing and complicated "point system" has been eliminated. The layoff procedure will be seniority based upon certification. Moreover, grievances that challenge the layoff decision are capped at the board of education level.
- Summer school principal positions may be open to administrators.
- The pay plan options have been reduced to 2 options the 22 pay period option and the 26 pay-period plan option. (Eliminated is the 22 pay period with the balloon option).

## B. Union Proposals:

- If a teacher will be non-renewed, they will be given 5 days to resign unless there is an exigent circumstance that precludes a 5-day notice.
- All "final and official" notices of transfers shall be issued by the Executive Director of Human Resources. (The purpose is to prevent teachers from receiving this notice through unofficial channels).
- The employees' health insurance premiums shall now be taken out of their checks evenly, instead of in a manner that increases the payments in May and June.
- The Contract shall memorialize the current practice, which is that the teachers' workday is 7 hours and 10 minutes.
- Classroom teachers shall not be responsible for homebound students who are not on their class roster.
- The terms "his" and "her" shall be changed to "theirs" throughout the Contract.

## IV. RTM Motion Regarding the Contract

Finally, it would be useful to summarize the final process and procedures before the RTM. By way of explanation, Connecticut General Statutes Section 10-153d states that after a final contract has been filed with the Town Clerk's office, which has occurred:

"The terms of such contract shall be binding on the legislative body of the local or regional school district, unless such body rejects such contract at a regular or special meeting called and convened for such purpose within thirty days of the filing of the contract."

Therefore, if the RTM wishes to reject the Contract, which the Board requests and recommends does not occur, then the RTM (i.e. its members) must vote affirmatively and in favor of such rejection.

The motion before the RTM will be:

"RESOLVED, that in accordance with Connecticut General Statute §10-153d(b), the Collective Bargaining Agreement between the Board of Education and the Fairfield Education Association, for the period of July 1, 2024 through June 30, 2027, is rejected."

While it may be a somewhat unusual posture, RTM members who wish to *approve* the Contract must vote "no" on this motion. Those who wish to *reject* the Contract would vote "yes." If the majority of the RTM votes "no" on the motion, the Contract will become binding (ie "approved"). If the majority of the RTM votes "yes," the Contract will be rejected and this matter will proceed to binding interest arbitration. We therefore request that the RTM members vote "no" on the motion.

In sum, on behalf of the Board, it is our opinion that this is a fair Contract that accomplishes many of the Board's goals and addresses issues that will have future benefits. We respectfully request that the RTM ultimately approve the Contract by voting against the proposed motion.

Thank you for your attention.

Very truly yours, Stephen M. Sedor Attorney for the Board of Education

**SECTION 1(A) Fairfield Board of Education** 2023-24 Teacher Salary Schedule

10-Month Employees

10.5-Month Employees

Step	BA	MA	6th	7th	PhD	Step	BA	MA	6th	7th	PhD
1	47,553	52,308	57,061		61,816	1	50,118	55,130	60,141		65,154
2	49,190	54,108	59,025		63,945	2	51,843	57,027	62,212		67,397
3	50,658	55,724	60,787		65,853	3	53,391	58,729	64,069		69,409
4	52,305	57,535	62,763		67,993	4	55,126	60,638	66,151		71,665
5	53,870	59,100	64,331		69,561	5	56,780	62,294	67,806		73,318
6	55,440	60,670	65,900		71,130	6	58,436	63,945	69,461		74,973
7	57,535	62,763	67,993		73,223	7	60,638	66,151	71,665		77,175
8	60,670	65,900	71,130	73,006	76,361	8	63,945	69,461	74,973		80,485
9	65,900	69,561	74,791	77,244	80,021	9	69,461	73,318	78,832	80,594	84,342
10	67,472	73,223	78,453	80,905	83,683	10	71,086	77,175	82,690	85,272	88,202
11	69,041	76,884	82,116	84,566	87,344	11	72,768	81,035	86,552	89,134	92,062
12	71,654	80,548	85,777	88,227	91,008	12	75,524	84,896	90,407	92,991	95,921
13	73,223	85,777	89,437	91,889	94,666	13	77,175	90,407	94,266	96,850	99,779
14	74,791	87,344	94,666	97,118	98,328	14	78,432	92,062	99,779	102,364	103,637
15	76,361	88,913	96,238	102,122	103,557	15	80,485	93,715	101,433	107,637	109,149
16	78,977	91,528	97,803	103,692	105,127	16	88,573	96,471	103,088	109,290	110,805
17	85,167	94,666	101,989	107,874	109,310	17		99,779	107,496	113,699	115,215
18		96,238	103,557	109,443	110,881	18		101,433	109,149	115,353	116,869
19		104,968	113,826	119,684	122,683	19		110,537	119,875	126,055	129,210

The "Bubble"
The "bubbles" are highlighted in yellow. The bubbles on the 10-month salary schedule equate to: \$8,460 (MA lane); \$10,269 for 6th year; \$10,241 for 7th year; and \$11,802 for PhD.

SECTION 1(B) 2023-24 STEP PLACEMENT AND CENSUS FOR SALARY SCHEDULE

		10-Month E	<b>Employees</b>					10.5-Mont	h Employees		
Step	BA	MA	6th	7th	PhD	Step	BA	MA	6th	7th	PhD
1	0.0	0.0	0.0	0.0	0.0	1	0.0000	0.0000	0.0000	0.0000	0.0000
2	4.0	3.0	3.0	0.0	0.0	2	0.0000	0.0000	1.0000	0.0000	0.0000
3	1.0	7.8	2.0	0.0	0.0	3	0.0000	0.0000	1.0000	0.0000	0.0000
4	5.0	7.0	8.0	0.0	0.0	4	0.0000	0.0000	0.0000	0.0000	0.0000
5	5.9	10.0	4.0	0.0	0.0	5	0.0000	1.0000	1.0000	0.0000	0.0000
6	5.0	18.0	10.0	0.0	0.0	6	0.0000	0.0000	1.0000	0.0000	0.0000
7	0.0	16.7	7.0	0.0	0.0	7	0.0000	0.0000	0.0000	0.0000	0.0000
8	2.0	12.4	16.0	0.0	0.0	8	0.0000	0.0000	2.0000	0.0000	0.0000
9	2.0	21.0	18.6	0.0	0.0	9	0.0000	1.0000	0.0000	0.0000	0.0000
10	0.0	19.0	19.0	0.0	0.0	10	0.0000	0.0000	0.0000	0.0000	0.0000
11	0.0	26.5	22.0	0.0	1.0	11	0.9746	0.0000	1.0000	0.0000	0.0000
12	2.0	18.0	29.0	0.0	1.0	12	0.0000	0.0000	1.0000	0.0000	0.0000
13	1.0	11.4	25.7	0.0	1.0	13	0.0000	0.0000	3.4000	0.0000	0.0000
14	2.0	19.6	19.0	0.0	2.0	14	0.0000	1.9746	0.5000	0.0000	0.0000
15	0.0	14.0	29.0	0.0	0.0	15	0.0000	0.0000	0.0000	0.0000	0.0000
16	0.0	<b>14.8</b>	<b>18.0</b>	0.0	1.0	16	0.0000	0.0000	1.9746	0.0000	0.0000
17	3.6	<b>13.6</b>	<b>23.6</b>	0.0	2.0	17		0.0000	1.9746	0.0000	0.0000
18		<b>12.5</b>	<b>15.0</b>	0.0	1.0	18		0.0000	3.0000	0.0000	0.0000
19		<mark>106.5</mark>	<mark>194.2</mark>	<mark>31.9</mark>	<mark>8.6</mark>	19		1.0000	13.9238	2.9492	0.0000
TOTAL	33.5	351.8	463.1	31.0	<b>17.</b> 6	= <u>897</u>	TOTAL	<b>10.5-month</b> =	= <u>42</u>		

- 939 total (rounded) bargaining unit members.
- **341** 10-month employees on the *highest* Step (19).
- 97.5 employees would be in position to cross the "bubble" on the MA and 6<sup>th</sup> year lanes (10 month) during the duration of the successor Contract.

SECTION 1(C)
TOTAL PROJECTED COST OF 2023-24 SALARY ACCOUNT

10-Month Employees

10.5-Month Employees

Step	ВА	MA	6th	7th	PhD	Step	ВА	MA	6th	7th	PhD
1	-	-	-	-	-	1	-	-	-	-	-
2	196,760	162,324	177,075	-	-	2	-	-	62,212	-	-
3	50,658	434,647	121,574	-	-	3	-	-	64,069	-	-
4	261,525	402,745	502,104	-	-	4	-	-	-	-	-
5	317,833	591,000	257,324	-	-	5	-	62,294	67,806	-	-
6	277,200	1,092,060	659,000	-	-	6	-	-	69,461	-	-
7	-	1,048,142	475,951	-	-	7	-	-	-	-	-
8	121,340	817,160	1,138,080	-	-	8	-	-	149,946	-	-
9	131,800	1,460,781	1,391,113	-	-	9	-	73,318	-	-	-
10	-	1,391,237	1,490,607	-	-	10	-	-	-	-	-
11	-	2,037,426	1,806,552	-	87,344	11	70,920	-	86,552	-	-
12	143,308	1,449,864	2,487,533	-	91,008	12	-	-	90,407	-	-
13	73,223	977,858	2,298,531	-	94,666	13	-	-	320,504	-	-
14	149,582	1,711,942	1,798,654	-	196,656	14	-	181,786	49,890	-	-
15	-	1,244,782	2,790,902	-	-	15	-	-	-	-	-
16	-	1,354,614	1,760,454	-	105,127	16	-	-	203,558	-	-
17	306,601	1,287,458	2,406,940	-	218,620	17	-	-	212,262	-	-
18	-	1,202,975	1,553,355	-	110,881	18	-	-	327,447	-	-
19	-	11,179,092	22,105,009	3,817,920	1,055,074	19	-	110,537	1,669,116	371,761	-
	-	-	-	-	-						
тот	2,029,830	29,846,108	45,220,758	3,817,920	1,959,376	тот	70,920	427,935	1,373,229	371,761	-

**GRAND** TOTAL <u>87,117,836</u>

# SECTION 2 2024-2027 COST OF INCREMENT (STEP ADVANCEMENT)

The cost to advance one step each year over the life of the contract (without any wage increase) is the cost of increment or "step cost."

202	4-27 Cost of Inc	crement (COI)	(Under 2023-2	2024 Salary Sche	dule)
	10-Mo.	10.5-Mo.	Total New	_	
	Teachers	Teachers	\$	Increment	Total Cost
_					0-11-00-1
Base	82,873,991	4,243,844			87,117,836
2024-25	84,681,972	4,342,250	1,906,386	2.19%	89,024,222
2025-26	86,541,537	4,412,598	1,929,913	2.17%	90,954,135
2026-27	88,191,934	4,481,905	1,719,704	1.89%	92,673,839
			5,556,003		
				Total	6.25%
				Compounded	6.38%

# SECTION 3 CHALLENGES AND GOALS – WAGES AND SALARY SCHEDULE

- (1) Fairfield has 19 Steps, which is the second highest in Fairfield County.
- (2) The cost of increment (6.25%) is comparatively high.
- (3) The starting salaries (i.e. Steps 1-4) under the current salary schedule are lower than all districts in Fairfield County (except Bridgeport).
- (4) Under the current schedule, there is a large "bubble" between Steps 18 and 19, with over 10% of the bargaining unit in position to cross the "bubble" during the successor Contract.
- (5) Approximately 36% of the bargaining unit is at the highest Step (19).

SECTION 4
NUMBER OF STEPS 2023-24 – FAIRFIELD COUNTY SCHOOL DISTRICTS

DISTRICT	BA LANE	MA LANE	6 <sup>TH</sup> YEAR
	STEPS	STEPS	LANE STEPS
Fairfield	17	19	19
Stamford	16	16	16
Norwalk	17	22	22
Westport	13	17	17
Bridgeport	14	14	14
Greenwich	13	14	15
Danbury	12	14	15
Shelton	15	15	15
Trumbull	16	18	18
Darien	8	16	16
Stratford	14	15	16
Wilton	9	13	14
Ridgefield	14	15	16
New Fairfield	10	13	13
Newtown	6	15	15
Monroe	15	15	15
Brookfield	10	14	14
Region 9	12	16	16
Easton	10	16	16
Weston	8	16	17
New Canaan	10	16	16

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SECTION 5A SALARY COMPARISONS BY STEP IN 2023-24 (FAIRFIELD COUNTY-BA LANE)

DISTRICT	STEP	STEP	STEP	STEP	STEP	STEP	STEP	STEP	STEP	STEP	STEP	STEP	STEP	STEP	STEP	STEP	STEP	STEP	STEP
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19
Fairfield	47,553	49,190	50,658	52,305	53,870	55,440	57,535	60,670	65,900	67,472	69,041	71,654	73,223	74,791	76,361	78,977	85,167		
Stamford	50,184	52,028	54,227	56,424	58,619	60,812	63,009	65,212	68,351	72,538	76,782	80,732	85,865	85,865	87,430				
Westport				49,059	51,281	53,603	56,033	58,571	61,226	63,998	66,899	69,929	73,096	76,408	80,335	84,262	94,063		
Bridgeport			45,591	46,880	48,817	50,321	52,042	53,762	55,482	57,203	58,923	60,815	65,120	69,415	72,676	78,232			
Greenwich	<mark>57,514</mark>	60,043	63,072	66,101	69,139	72,170	75,192	78,227	81,250	82,951	87,693	89,372	101,555						
Danbury		51,288	53,478	55,762	58,143	60,627	63,216	65,916	68,731	71,667	74,728	78,612	88,004						
Shelton	56,297	58,172	60,043	61,533	62,434	63,325	64,225	70,050	71,761	75,549	77,388	79,854	83,390	90,480	96,122				
Trumbull				53,657	<mark>55,369</mark>	57,137	<mark>58,960</mark>	61,449	63,881	65,921	68,129	70,196	72,436	74,747	77,134	79,595	82,135	87,519	94,310
Darien					51,646	53,826	56,318	61,914	65,361	69,253									
Stratford			49,275	51,218	54,117	56,422	58,746	61,069	63,746	66,454	69,385	71,859	74,594	77,673	82,115	92,025			
Wilton		50,059	52,529	55,038	57,495	60,193	62,845	66,249	69,765	78,736									
Ridgefield	48,813	50,738	52,738	54,734	56,754	58,750	60,756	62,751	64,752	66,743	68,759	70,761	76,213	88,540					
New Fairfield		50,560	52,584	54,687	56,876	59,152	61,520	63,983	66,997	70,406	75,586								
Newtown	49,672	51,518	54,478	56,706	59,733	65,135													
Monroe	59,654	61,980	64,421	66,853	69,286	71,830	74,365	76,902	79,430	81,956	84,590	87,223	89,850	93,156					
Brookfield	57,185	59,521	61,959	64,499	67,146	69,907	72,783	75,783	78,910	81,648									
Region 9	58,043	60,776	63,976	65,784	67,644	69,558	71,524	73,472	75,937	78,896	81,886	88,723							
Weston	53,576	55,470	<del>57,478</del>	61,487	64,162	66,830	69,502	<del>78,665</del>											
New C.	33,370	33,710	37,770	51.181	54,046	56,920	59,817	62,727	65,656	68,600	71,924	75,963	82,216				<b>-</b>		

<sup>\*</sup>Salaries highlighted in yellow are those districts whose first four steps are higher than Fairfield and whose top step is higher than Fairfield's at that same comparative step.

SECTION 5B SALARY COMPARISONS BY STEP IN 2023-24 (FAIRFIELD COUNTY-MA LANE)

DISTRICT	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11	STEP 12	STEP 13	STEP 14	STEP 15	STEP 16	STEP 17	STEP 18	STEP 19
Fairfield	52,308	54,108	55,724	57,535	59,100	60,670	62,763	65,900	69,561	73,223	76,884	80,548	85,777	87,344	88,913	91,528	94,666	96,238	104,968
Stamford	55,000	57,560	60,127	62,686	65,245	67,815	70,378	72,939	76,661	80,625	83,186	86,490	90,186	93,882	97,935	105,511			
Westport				52,662	54,998	57,440	59,998	62,649	65,429	68,330	71,362	74,530	77,836	81,289	84,896	88,662	92,595	97,323	102,051
Bridgeport			46,880	48,171	50,536	52,903	54,993	57,346	60,343	63,339	66,332	69,328	75,149	80,557	84,561	91,241			
Greenwich	63,480	66,101	69,139	73,069	76,871	80,745	85,261	89,137	92,797	97,349	101,198	103,745	106,450	119,119					
Danbury		56,337	58,481	60,707	63,017	65,414	67,904	70,489	73,172	75,957	78,847	81,849	84,964	89,170	99,613				
Shelton	58,853	60,942	63,030	64,522	65,422	71,193	72,908	76,133	77,961	81,090	82,946	83,666	89,133	96,702	102,622				
Trumbull				58,734	60,572	62,468	64,423	67,104	69,718	71,901	74,151	76,472	78,866	81,335	83,882	86,505	89,214	92,006	95,356 (109,425)
Darien					60,454	62,849	65,532	68,333	71,256	74,307	77,491	80,816	84,285	87,906	91,523	95,460	99,569	104,473	112,993
Stratford		54,875	56,964	59,282	61,642	63,958	66,311	69,034	71,756	74,492	77,251	79,958	83,067	86,184	90,959	101,780			
Wilton		55,075	57,793	60,539	63,324	66,173	69,013	71,915	74,853	79,033	83,448	88,107	94,699	104,643					
Ridgefield	55,157	57,333	59,593	61,850	64,133	66,387	68,653	70,908	73,170	75,421	77,698	79,959	82,219	91,627	102,736				
New Fairfield		56,123	58,765	61,531	64,429	67,460	70,636	73,960	77,444	81,088	84,905	89,217	93,916	100,981					
Newtown	54,086	55,692	58,409	60,633	62,894	65,836	67,839	70,522	73,533	77,136	80,932	84,249	87,237	91,519	99,420				
Monroe	66,574	69,374	72,161	75,063	77,961	80,852	83,739	86,618	86,618	89,493	92,484	95,457	98,433	101,400	105,150				
Brookfield	60,656	63,171	65,793	68,527	71,378	74,354	77,458	80,693	84,069	87,589	91,261	94,463	98,214	101,965					
Region 9	64,712	66,541	68,424	70,540	72,723	74,972	77,291	79,886	82,741	85,696	88,759	91,932	95,114	98,616	102,141	111,177			
Weston	58,813	60,816	62,819	66,830	69,502	72,167	74,844	78,699	80,192	85,534	88,203	90,877	93,545	96,220	98,889	110,712			
New Canaan				55,816	58,801	61,801	64,818	67,856	70,907	73,980	77,065	80,169	83,294	86,432	89,590	92,861	97,361	102,828	111,292

<sup>\*</sup> Salaries highlighted in yellow are those districts whose first four steps are higher than Fairfield and whose top step is higher than Fairfield's at that same comparative step.

**SECTION 5C** 

<sup>\*</sup>Numbers in blue represent the employee's maximum salary if the schedule goes past step 19.

SALARY COMPARISONS BY STEP IN 2023-24 (FAIRFIELD COUNTY-6<sup>TH</sup> YEAR LANE)

				<u> </u>	JALAN	COMI	AKISOI	ID DI D.	11111	025 27 (.	PAINTIL	LD COL	71111	ILANL	Z RI VEZ J				
DISTRICT	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11	STEP 12	STEP 13	STEP 14	STEP 15	STEP 16	STEP 17	STEP 18	STEP 19
	1		-				,												
Fairfield	57,061	59,025	60,787	62,763	64,331	65,900	67,993	71,130	74,791	78,453	82,116	85,777	89,437	94,666	96,238	97,803	101,989	103,557	113,826
Stamford	57,553	60,286	63,022	65,759	68,492	71,226	73,968	76,701	80,696	84,907	87,641	90,379	93,110	100,963	107,351	117,791			
Westport			61,036	63,478	66,018	68,661	71,407	74,263	77,235	80,326	83,539	83,539	86,882	90,359	93,972	97,734	101,643	108,226	114,809
Bridgeport			47,310	48,601	51,611	54,622	56,918	59,914	64,194	68,473	72,753	77,032	83,107	88,897	93,223	100,497			
Greenwich	69,455	72,174	75,192	79,124	82,931	86,798	91,329	95,206	98,860	103,415	107,263	110,670	113,726	116,089	129,676				
Danbury		61,429	63,570	65,787	68,079	70,452	72,908	75,450	78,080	80,802	83,620	86,534	89,551	92,672	97,105	108,315			
Shelton	62,694	65,102	67,510	69,005	75,516	77,346	79,175	81,622	83,457	86,646	88,497	90,960	94,908	102,917	109,196				
Trumbull				63,357	65,244	67,188	69,190	71,965	74,658	76,882	79,172	81,532	83,960	86,463	89,038	91,691	94,423	97,236	100,629 (118,741)
Darien					69,558	71,984	74,716	<mark>77,555</mark>	80,503	83,565	86,747	90,052	93,485	97,051	100,577	104,418	108,408	113,218	122,005
Stratford	58,607	61,360	63,619	66,265	68,914	71,565	74,382	77,200	80,181	83,161	86,149	89,459	92,774	96,100	101,333	113,298			
Wilton		59,362	62,136	64,951	67,793	70,675	73,589	76,543	79,332	82,553	85,867	90,595	98,517	106,433	119,685				
Ridgefield	60,531	62,913	65,393	67,872	70,377	72,851	75,336	77,810	80,294	82,763	85,261	87,744	90,223	95,714	103,507	115,679			
Newtown	57,652	59,306	62,074	64,300	66,560	68,948	71,503	74,188	77,201	80,802	84,600	87,915	90,903	95,267	103,393				
Monroe	74,569	77,708	80,852	83,985	87,111	90,348	93,584	96,806	96,806	100,028	103,361	106,683	110,002	113,315	117,487				
Brookfield	65,062	<mark>67,776</mark>	70,584	73,524	76,592	79,792	83,127	86,607	90,237	94,023	97,970	101,412	105,528	109,645					
Region 9	72,225	74,473	76,329	78,849	82,031	84,439	87,034	89,805	92,713	95,542	98,507	101,516	105,508	110,058	114,403	125,116			
Weston	72,173	74,851	77,516	80,192	82,857	85,534	88,203	90,877	93,545	98,889	101,562	104,233	106,903	109,581	112,254	114,886	128,187		
New Canaan				60,450	63,556	66,680	69,823	72,982	76,162	79,356	82,568	85,803	89,052	92,321	95,609	99,011	103,807	109,636	118,662
							<i>~</i>	1	1	- · · · ·					1 1 2 - 4 4 1 - 4	l			l

<sup>\*</sup> Salaries highlighted in yellow are those districts whose first four steps are higher than Fairfield and whose top step is higher than Fairfield's at that same comparative step.

<sup>\*</sup>Numbers in blue represent the employee's maximum salary if the schedule goes past step 19.

# SECTION 6 STRUCTURE OF WAGE/SALARY SETTLEMENT

Effective July 1, 2024 (4.58%)	Effective July 1, 2025 (4.43%)	Effective July 1, 2026 (4.15%)
<ul> <li>Remove Steps 1-4;</li> <li>Advance those on Steps 1-4 to Step 5;</li> <li>Increase Step 18 by \$2,000 to "smooth" the "bubble" and insert one Step between 18 and 19 (break the "bubble");</li> <li>The new inserted Step becomes new Step 19 and former Step 19 becomes new</li> </ul>	O All employees below (new) Step 20 shall advance 1 Step and then a 2.25% GWI to all.	All employees below (new) Step 20 shall advance 1 Step and then a 2.12% GWI to all.
Step 20;  All below (new) Step 20 shall advance 1 Step and then a 2.25% general wage increase ("GWI") to all.  Total number of Steps are now reduced from 19 to 16.		

SECTION 7 NEW 2024-2025 SALARY SCHEDULE

	10-Month Employees							10.5-Mon	th Employee	s	
Step	BA	MA	6th	7th	PhD	Step	BA	MA	6th	7th	PhD
5	55,082	60,430	<mark>65,778</mark>	68,452	71,126	5	58,058	63,696	69,332	72,150	74,968
6	56,687	62,035	67,383	70,057	72,730	6	59,751	65,384	71,024	73,842	76,660
7	58,830	64,175	69,523	72,197	74,871	7	62,002	67,639	73,277	76,094	78,911
8	62,035	67,383	72,730	74,649	78,079	8	65,384	71,024	76,660	79,478	82,296
9	67,383	71,126	76,474	78,982	81,821	9	71,024	74,968	80,606	82,407	86,240
10	68,990	74,871	80,218	82,725	85,566	10	72,685	78,911	84,551	87,191	90,187
11	70,594	78,614	83,964	86,469	89,309	11	74,405	82,858	88,499	91,140	94,133
12	73,266	82,360	87,707	90,212	93,056	12	77,223	86,806	92,441	95,083	98,079
13	74,871	87,707	91,449	93,957	96,796	13	78,911	92,441	96,387	99,029	102,024
14	76,474	89,309	96,796	99,303	100,540	14	80,197	94,133	102,024	104,667	105,969
15	78,079	90,914	98,403	104,420	105,887	15	82,296	95,824	103,715	110,059	111,605
<mark>16</mark>	<mark>80,754</mark>	93,587	100,004	106,025	107,492	16	86,431	98,642	105,407	111,749	113,298
<mark>17</mark>	<mark>83,919</mark>	96,796	104,284	110,301	111,769	17	90,566	102,024	109,915	116,257	117,807
<mark>18</mark>	<mark>87,083</mark>	<mark>100,403</mark>	<mark>107,887</mark>	<mark>113,905</mark>	<mark>115,376</mark>	<mark>18</mark>		105,715	113,605	119,948	121,499
<mark>19</mark>		<mark>103,867</mark>	<mark>112,137</mark>	<mark>118,141</mark>	<mark>120,410</mark>	<mark>19</mark>		109,370	118,089	124,420	126,808
<mark>20</mark>		<mark>107,330</mark>	<mark>116,387</mark>	<mark>122,377</mark>	<mark>125,443</mark>	<mark>20</mark>		113,024	122,572	128,891	132,117

<sup>•</sup> Step 5 is highlighted in blue to show the new first step of the salary schedule.

<sup>•</sup> Steps 18, 19 and 20 are highlighted in yellow to show the result of having inserted a new penultimate step.

# SECTION 8 COST OF SALARY SETTLEMENT

	2024-27 Cost of Salary Settlement										
Year	Cost of Step Elimination	Savings from New Penultimate	Cost of Smoothing Step 18	New \$ from COI	New \$ from GWI to Step	New \$ from GWI to Max	Total New \$	Total % Increase	Salary Obligation		
Base									87,117,836		
2024-25	126,902	(153,562)	63,000	1,953,594	1,049,139	953,233	3,992,306	4.58%	91,110,142		
2025-26				1,942,012	1,078,679	1,015,015	4,035,706	4.43%	95,145,848		
2026-27				1,890,876	977,503	1,079,786	3,948,165	4.15%	99,094,013		
2020 21				1,070,070	7.7,505	1,077,700	11,976,177	1.12/0	77,071,010		
							Total	13.16%			
							Compounded	13.75%			

**SECTION 9A** SALARY COMPARISONS BY STEP IN 2024-25 (FAIRFIELD COUNTY-BA LANE)(I.E. YEAR 1 OF CONTRACT)

Weston New C.	54,915	56,857	58,915	63,024	65,766	71,240	80,635												
Brookfield	58,054	60,426	62,901	65,479	68,167	70,970	73,889	76,935	80,109	82,889									
Monroe	61,384	63,777	66,289	68,792	71,295	73,913	76,522	79,132	81,733	84,333	87,043	89,752	92,456	95,858					
Newtown	50,417	52,291	55,295	57,557	60,629	66,438													
New Fairfield			52,584	54,687	56,876	59,152	61,520	63,983	66,997	72,166	74,821	77,476							
Ridgefield		51,042	53,055	55,063	57,095	59,103	61,121	63,127	69,172	71,186	76,671	89,868							
Wilton		50,560	53,054	55,588	58,170	60,795	63,473	66,911	70,463	80,783									
Stratford			49,275	51,218	54,117	56,422	58,746	61,069	63,746	66,454	69,385	71,859	74,594	77,673	82,115	93,994			
Darien					53,146	55,326	57,818	60,496	63,414	66,861	70,753	75,745							
Trumbull				53,657	55,369	57,137	58,960	62,064	64,520	66,580	68,810	70,898	73,161	75,495	77,905	80,391	82,957	88,394	95,724
Shelton	57,563	59,481	61,394	62,918	63,839	64,750	65,670	71,627	73,376	77,249	79,129	81,651	85,266	92,516	98,285				
Danbury		52,186	54,414	56,738	59,161	61,688	64,332	67,070	69,934	72,921	76,036	79,998	89,554						
Greenwich	58,952	61,554	64,694	67,754	70,867	73,974	77,072	80,183	83,281	85,025	89,885	91,606	104,094						
Westport				49,059	51,281	53,603	56,033	58,571	61,226	63,998	66,889	69,929	73,096	76,408	80,335	84,262	95,568		
Norwalk	50,948	52,184	53,699	55,970	58,242	60,765	63,289	66,405	69,347	70,861	72,375	73,889	75,404	76,918	78,432	78,432	83,250		
Stamford	50,684	52,528	54,727	56,924	59,119	61,312	63,509	65,712	68,851	73,038	77,282	81,232	86,365	86,635	86,635	88,741			
Fairfield					55,082	56,687	58,830	62,035	67,383	68,990	70,594	73,266	74,871	76,474	78,079	80,754	83,919	87,083	
DISTRICT	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11	STEP 12	STEP 13	STEP 14	STEP 15	STEP 16	STEP 17	STEP 18	STEP 19

<sup>\*</sup> Salaries highlighted in yellow are those districts whose first step is higher than Fairfield; and whose top step is higher than Fairfield's at that same comparative step. \*Numbers in blue represent the employee's maximum salary if the schedule goes past step 19.

**SECTION 9B** SALARY COMPARISONS BY STEP IN 2024-25 (FAIRFIELD COUNTY-MA LANE)(I.E. YEAR 1 OF CONTRACT)

DISTRICT	STEP	STEP	STEP	STEP	STEP	STEP	STEP 7	STEP	STEP	STEP	STEP	STEP	STEP	STEP	STEP	STEP	STEP	STEP	STEP	STEP 20
Fairfield	1	2	3	4	5 60,430	62,035	64,175	8 67,383	9 71,126	10 74,871	78,614	12 82,360	13 87,707	14 89,309	15 90,914	16 93,587	17 96,796	18 100,403	19 103,867	107,330
					00,150	02,000	01,170	07,505	71,120	, 1,071	70,011	02,000	07,707	05,505	,0,,,1	,	70,770	100,100	100,007	107,550
Stamford	55,500	58,060	60,627	63,186	65,745	68,315	70,878	73,439	77,161	81,125	83,686	86,990	90,686	94,382	98,435	107,094				
Norwalk	56,529	58,298	60,317	62,336	64,355	67,132	69,908	72,684	75,814	78,943	82,703	85,202	88,332	90,881	93,430	95,979	97,979	99,979	101,979	103,979 (107,489)
Westport				52,262	54,998	57,440	59,998	62,649	65,429	68,330	71,362	74,530	77,836	81,289	84,896	88,662	92,595	97,323	102,051	115,713
Greenwich	65,067	67,754	70,867	74,896	78,793	82,764	87,393	91,365	95,117	99,783	103,728	106,339	109,111	122,097						
Danbury		57,323	59,504	61,769	64,120	66,559	69,092	71,723	74,453	77,286	80,277	83,281	86,451	90,730	101,356					
Shelton	60,177	62,313	64,448	65,974	66,894	72,794	74,549	77,846	79,715	82,915	84,813	85,549	91,139	98,878	104,972					
Trumbull				58,734	60,572	62,468	64,423	67,775	70,415	72,620	74,893	77,237	79,655	82,149	84,720	87,371	90,106	92,926	96,787	(111,613)
Darien					61,954	64,349	67,032	69,883	72,756	75,807	78,991	82,316	85,785	89,406	93,023	96,960	101,069	105,973	113,493	118,193
Stratford		54,875	56,964	59,282	61,642	63,958	66,311	69,034	71,756	74,492	77,251	79,958	83,067	86,184	90,959	103,958				
Wilton		56,182	58,955	61,755	64,597	67,503	70,400	73,360	76,358	82,340	85,125	89,878	96,602	110,048						
Ridgefield		57,677	59,951	62,221	64,517	66,785	69,065	71,333	73,609	78,164	80,438	82,712	92,177	104,277						
New Fairfield			57,153	59,862	62,699	65,670	68,782	72,041	75,455	79,031	82,775	86,995	91,582	96,262	100,941					
Newtown	54,897	56,527	59,285	61,542	63,837	67,139	68,857	71,580	74,636	78,293	82,146	85,513	88,546	92,892	101,408					
Monroe	68,505	71,386	74,254	77,240	80,222	83,197	86,167	89,130	89,130	92,088	95,166	98,225	101,288	104,341	108,199					
Brookfield	61,578	64,131	66,793	69,569	72,463	75,484	78,635	81,920	85,347	88,920	92,648	95,899	99,707	103,515						
Weston	60,283	62,336	64,389	68,501	71,240	73,971	76,715	80,636	82,197	87,672	90,408	93,149	95,844	98,626	101,361	113,480				
New C.			55,816	58,801	61,801	64,818	67,856	70,907	73,980	77,065	80,169	83,294	86,432	89,590	92,861	97,361	102,828	111,292		

<sup>\*</sup> Salaries highlighted in yellow are those districts whose first step is higher than Fairfield; and whose top step is higher than Fairfield's at that same comparative step. \*Numbers in blue represent the employee's maximum salary if the schedule goes past step 19.

SECTION 9C <u>SALARY COMPARISONS BY STEP IN 2024-25 (FAIRFIELD COUNTY-6<sup>TH</sup> YEAR LANE)(I.E. YEAR 1 OF CONTRACT)</u>

DISTRICT	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11	STEP 12	STEP 13	STEP 14	STEP 15	STEP 16	STEP 17	STEP 18	STEP 19
Fairfield		_		·	65,778	67,383	69,523	72,730	76,774	80,218	83,964	87,707	91,449	96,796	98,403	100, 004	104, 284	107, 887	112, 137 (116, 387)
Stamford	58,053	60,786	63,522	66,259	68,992	71,726	74,468	77,201	81,196	85,407	88,141	90,879	93,610	101,463	107,851	119, 558			
Norwalk	62,589	64,608	66,627	68,646	70,665	73,340	76,015	78,691	81,366	84,041	87,221	90,401	93,581	97,064	100,547	102, 566	104, 585	106, 585	108, 585 (116, 833)
Westport				61,036	63,478	66,018	68,661	71,407	74,263	77,235	80,326	80,539	83,539	86,882	90,359	93, 972	97, 734	101, 643	131, 550
Greenwich	71,191	73,978	77,072	81,102	85,004	88,968	93,612	97,586	101,332	106,000	109,945	113,437	116,569	118,991	132,918				
Danbury		62,504	64,682	66,938	69,270	71,685	74,184	76,770	79,446	82,216	85,083	88,048	91,118	94,294	98,804	110, 211			
Shelton	64,104	66,566	69,092	70,558	77,215	79,086	80,957	83,459	83,335	88,595	90,489	93,006	97,044	105,232	111,653				
Trumbull				63,657	65,244	67,188	69,190	72,684	75,405	77,651	79,964	82,348	84,800	87,328	89,928	92, 608	95, 367	98, 208	121, 116
Darien					71,058	73,484	76,216	79,802	82,955	86,235	89,650	93,206	96,738	100,584	104,588	109, 392	116,9 41	121, 641	
Stratford	58,607	61,360	63,619	66,265	68,914	71,565	74,382	77,200	80,181	83,161	86,149	89,459	92,774	96,100	101,333	115, 722			
Wilton		60,566	63,385	66,257	69,156	72,096	75,068	78,081	81,130	84,213	87,593	92,416	100,497	111,930	125,867				
Ridgefield		63,291	65,787	68,279	70,799	73,288	75,788	78,277	80,776	83,260	85,773	88,270	90,764	96,288	104,128	117, 414			
New Fairfield			61,984	64,865	67,882	71,035	74,340	77,795	81,410	85,197	89,157	93,659	98,579	103,606	108,632				
Newtown	58,517	60,196	63,005	65,265	67,558	69,982	72,576	75,301	78,359	82,014	85,869	89,234	92,267	96,696	105,461				
Monroe	76,732	79,962	83,197	86,421	89,637	92,968	96,298	99,613	99,613	102,929	106,358	109,777	113,192	116,601	120,894				
Brookfield	66,051	68,976	71,657	74,642	77,756	81,005	84,391	87,923	91,609	95,452	99,459	102,953	107,132	111,312					
Weston	65,766	68,501	71,240	73,971	76,715	79,454	82,197	84,928	90,408	93,149	95,884	98,626	101,361	104,101	106,839	116, 466	122, 434		
New C.				65,082	68,311	71,558	74,824	78,108	81,413	84,736	88,073	91,436	94,811	98,209	101,626	105, 160	110, 254	116, 445	126, 031

<sup>\*</sup> Salaries highlighted in yellow are those districts whose first step is higher than Fairfield; and whose top step is higher than Fairfield's at that same comparative step.

\*Numbers in blue represent the employee's maximum salary if the schedule goes past step 19.

# SECTION 10 SALARY SETTLEMENTS - COMPARISONS

# **2022-2023** SETTLEMENTS

2023-2024	2024-2025	2025-2026	TOTAL
4.26	3.97	3.88	12.11

# <u>2023-2024 SETTLEMENTS (AS OF 10/17/2023 – DATE OF MEDIATION/SETTLEMENT)</u>

DISTRICT	2024-25	2025-26	2026-27	TOTAL
(Name or County)				
Bridgeport	4.85	4.32	4.60	13.77
Rocky Hill	4.47	4.26	4.04	12.77
Oxford	4.32	4.32	4.33	12.97
Tolland County	4.48	3.81	3.71	12
Norfolk	3.97	3.99	4.04	12
Litchfield County	4.44	4.29	4.24	12.97
Easton	7.5	4.3	4.2	16
Litchfield County	4.02	4.06	4.12	12.2
Tolland County	4.35	3.67	4.08	12.1
New Haven County	5.35	3.0	4.5	12.85
Tolland County	4.14	3.89	4.13	12.16
Windham County	3.24	3.4	3.34	9.8
Hartford County	4.43	3.9	4.07	12.4
Tolland County	4.53	3.92	3.67	12.12
Tolland County	5.99	3.0	4.0	12.99
Region 20	6.65	4.77	4.77	16.19
Total	4.795	3.931	4.115	12.841

# SECTION 10 SALARY SETTLEMENTS - CONTINUED...

# 2023-2024 FAIRFIELD COUNTY SETTLEMENTS

DISTRICT	2024-25	2025-26	2026-27	TOTAL
Fairfield	4.58	4.43	4.15	13.16
Easton	7.5	4.3	4.2	16
Bridgeport	4.85	4.32	4.6	13.77
RSD 9	4.37	3.78	3.46	11.61
Average w/Fairfield	5.325	4.21	4.1	13.64
Average w/out Fairfield	5.57	4.13	4.09	13.79

# **SECTION 10 - CONTINUED**

# 2023-2024 STATEWIDE 3-YEAR SALARY SETTLEMENTS (ROUNDED)\*

<sup>\*</sup>Public settlements only.

COUNTY AND SETTLEMENT RANGES	DISTRICT OR COUNTY REFERENCE	2024-25	2025-26	2026-27	TOTAL
FAIRFIELD CTY.	Bridgeport*	4.85	4.32	4.6	13.77
(11.61 - 13.77)	Region 9	4.37	3.78	3.46	11.61
	Easton	7.5	4.3	4.2	16
WINDHAM CTY.	Thompson	4.2	4.27	4.03	12.5
(9.98 - 12.5)	Windham County	5.91	2.37	3.72	12
	Windham County	3.24	3.4	3.34	9.98
N. HAVEN CTY.	New Haven County	4.85	4.5	4.14	13.49
(12.12 - 16.17)	New Haven County	4.29	4.17	4.09	12.55
	West Haven	5.46	5.50	5.21	16.17
	New Haven County	5.35	3.0	4.5	12.85
	New Haven County	4.03	4.12	3.97	12.12
	Oxford	4.32	4.32	4.32	12.96
NEW LONDON CTY.	New London County	3.79	3.92	4.29	12
HARTFORD CTY.	Rocky Hill	4.47	4.26	4.04	12.77
(12.4 - 13.5)	Hartford County	4.48	4.82	4.2	13.5
	Newington	4.43	3.90	4.07	12.4
LITCHFIELD CTY.	Litchfield County	4.44	4.29	4.24	12.97
(12-16.19)	Litchfield County	4.47	4.11	4.0	12.58
	Region 20	6.65	4.77	4.77	16.19
	Cornwall	4.02	4.06	4.12	12.2
	Norfolk	3.97	3.99	4.04	12
TOLLAND CTY.	Tolland County	4.07	4.5	4.16	12.73
(12 - 12.99)	Tolland County	4.48	3.81	3.71	12
	Tolland County	4.35	3.67	4.08	12.1
	Tolland County	4.14	3.89	4.13	12.16
	Tolland County	4.53	3.92	3.67	12.12
	Tolland County	5.99	3.0	4.0	12.99
	TOTAL	4.69	4.3	4.15	12.87

<sup>\*</sup>Bridgeport negotiated a 4-year deal with a total 4-year wage increase of 17.4%. The above chart reflects the first 3 years of the wage settlement.

<sup>\*</sup>The districts in the same counties are marked with the same colors.

## SECTION 11 – MISCELLANEOUS ECONOMIC AGREEMENTS

# Other Economics:

- o <u>Stipends</u>: Stipends will have a one-time increase of 5% effective 7/1/2024. They shall then remain flat for the remainder of the Contract.
- o <u>Sick day payout</u>: Teachers will receive a payout in the amount of \$100 for the number of their accrued sick days in excess of 100 if they announce their retirement before November 1. This payment shall be reduced by the number of sick days that they use from November 1 until the end of the school year.
- o <u>Extra Duty Compensation:</u> The following extra duty rates shall increase as follows:
  - (4) Summer/Curriculum work from \$45 to \$60 per hour.
  - (5) Secondary Intramural Supervisor from \$31.83 to \$40.
  - (6) Homebound Tutors from \$50 to \$75 per hour.
- o <u>7<sup>th</sup>-Year Salary Lane</u>: The salary lane for those with a 7<sup>th</sup> year shall be reopened. Those who currently qualify (ie "grandfathered") to move into that lane will advance by seniority. However, there will be an annual cap of \$50,000 that will limit the number of employees who can advance into that lane.

# SECTION 12A- INSURANCE 2023-24 PREMIUM COST SHARE COMPARISONS - FAIRFIELD COUNTY\*

\*District that are italicized in red are the Fairfield County districts that, like Fairfield, provide health and prescription insurance through the State Partnership Plan 2.0.

DISTRICT	PLAN	2023-24	2024-25	2025-26	2026-27
	DESIGN	COST	COST	COST	COST
		SHARE	SHARE	SHARE	SHARE
Fairfield	State Plan	24.5%	24.5%	24.5%	25.5%
	2.0				
Stamford	State Plan	19%	20%		-
	2.0				
Norwalk	HDHP	20%	20.5%	21%	
Westport	HDHP	19.5%	19.5%		
Easton	HDHP	21.5%	22.5%	23%	23.5%
Bridgeport	State Plan	22.5%	23%	23.5%	24%
	2.0				
Greenwich	State Plan	17.5%	18.5%	19.5%	
	2.0				
Danbury	HDHP	21%	21.5%	22%	
Shelton	HDHP	21%	21%	21%	
Trumbull	State Plan	21%	21.5%	22%	
	2.0				
Darien	HDHP	21%	22%	23%	
Stratford	HDHP	20%	20%		
Wilton	HDHP	20%	20%	20.5%	
Ridgefield	HDHP	23%	23.5%		
New Fairfield	HHDP	20.5%	21%		
Newtown	HDHP	23.5%	24%	24%	
Monroe	United	21.25%	21.5%	21.75%	
	Health				_
Brookfield	HDHP	23%	23%	23%	
Region 9	HDHP	23%	23.5%	23.5%	23.5%
Weston	HDHP	18.5%	19%	19%	
New Canaan	HDHP	22%	22.5%		

# SECTION 12B - INSURANCE 2023-24 PREMIUM COST SHARE SETTLEMENTS – FAIRFIELD COUNTY

DISTRICT	3-YEAR	PCS IN
	INCREASE	YEAR 3
	IN PCS	
FAIRFIELD	1%	25.5%
EASTON	1.5%	23.5%
BRIDGEPORT	1.5%	24.0%
RSD 9	.5%	23.5%

# SECTION 12C PROJECTED INSURANCE COSTS - 2024-27 (COST TRANSFER TO EMPLOYEES)

# **2023-2024** *Projected* Insurance Cost Summary:

TIER	COUNT	MONTHLY	ANNUAL	TOTAL	TEACHERS'	BOE COST
LEVEL		PREMIUM	PREMIUM	ANNUAL	COST	(75.5%)
				COST	(24.5%)	
Single	218	1,182.83	14,193.96	3,094,283.28	758,099.40	2,336,183.88
2-	136	2,535.29	30,423.48	4,137,593.28	1,013,710.35	3,123,882.93
Person						
Family	495	3,283.31	39,399.72	19,502,861.40	4,778,201.04	14,724,660.4
Total	849			26,734,738	6,550,010.80	20,184,727.20

# 2024-2025 Projected Cost Summary – Assuming 8% Trend

TIER	COUNT	MONTHLY	ANNUAL	TOTAL	TEACHERS'	BOE COST
LEVEL		PREMIUM	PREMIUM	ANNUAL	COST	(75.5%)
				COST	(24.5%)	
Single	218	1,277.46	15,329.48	3,341,825.94	818,747.36	2,523,078.58
			(278.20)*			
2-	136	2,738.11	32,857.36	4,468,600.74	1,094,807.18	3,373,793.56
Person			(596.30)			
Family	495	3,545.97	42,551.70	21,063,090.30	5,160,457.13	15,902,633.20
			(772.24)			
Total	849			28,873,517	7,074,011.67	21,799,505.30
					(524,000.87)*	

<sup>\*</sup>Number in red indicates the *individual* teachers' total increase in payments over the prior year.

<sup>\*</sup>Number in blue indicates the teachers' union's total increase (as a group) in payments over the prior year.

**2025-2026** *Projected* Cost Summary – Assuming 8% Trend:

TIER	COUNT	MONTHLY	ANNUAL	TOTAL	TEACHERS'	BOE COST
LEVEL		PREMIUM	PREMIUM	ANNUAL	COST	(75.5%)
				COST	(24.5%)	
Single	218	1,379.66	16,555.88	3,609,182.19	884,249.64	2,724,932.55
			(300.47)			
2-	136	2,957.16	35,485.91	4,826,083.16	1,182,390.37	3,643,692.79
Person			(644.05)			
Family	495	3,829.65	45,955.77	22,748,106.70	5,573,286.15	17,174,820.60
			(833.99)			
Total	849			31,183,372	7,639,926.16	23,543.445.90
					(565,914.49)*	

<sup>\*</sup>Number in red indicates the *individual* teachers' total increase in payments over the prior year.

**2026-2027** *Projected* Cost Summary – Assuming 8% Trend:

TIER	COUNT	MONTHLY	ANNUAL	TOTAL	TEACHERS'	BOE COST
LEVEL		PREMIUM	PREMIUM	ANNUAL	COST	(74.5%)
				COST	(25.5%)	
Single	218	1,490.13	17,880.39	3,897,925.80	993,971.08	2,903,954.72
			(503.31)			
2-	136	3,193.73	38,324.79	5,212,171.93	1,329,103.84	3,883,068.09
Person			(1,078.78)			
Family	495	4,136.02	49,632.24	24,567,958.8	6,264,829.49	18,303,129.30
			(1,397.06)			
Total	849			33,678,056.50	8,587,904.41	25,090,152.1
					(947,978.25)*	

<sup>\*</sup>Number in red indicates the *individual* teachers' total increase in payments over the prior year.

<sup>\*</sup>Number in blue indicates the teachers' union's total increase (as a group) in payments over the prior year.

<sup>\*</sup>Number in blue indicates the teachers' union's total increase (as a group) in payments over the prior year.

# Total Projected 3-Year COST TRANSFER:

2024-25	2025-26	2026-27	TOTAL 3-
			YEAR
			COST
			TRANSFER
524,000.87	565,914.49	947,978.25	2,037,893.61



# FAIRFIELD PUBLIC SCHOOLS OFFICE OF THE SUPERINTENDENT

Michael J. Testani
Superintendent of Schools

p. 203.255.8371

f. 203.255.8273

Via Hand Delivery

Ms. Betsy P. Browne Town Clerk Town of Fairfield Old Town Hall 611 Old Post Road Fairfield, CT 06824 December 12, 2023

RE:

Fairfield Board of Education

Filing of Collective Bargaining Agreement with Fairfield Education Association

# Greetings:

Pursuant to Connecticut General Statutes Section 10-153d, enclosed for filing please find two copies of the successor collective bargaining agreement ("Contract") between the Fairfield Board of Education (the "Board") and the Fairfield Education Association. It is our understanding that the Town Clerk will now publish notice of the filing of this Contract in accordance with Section 10-153d.

Please date stamp the extra copy of the Contract and return it to the Board in the enclosed return envelope so that we may confirm that it has been received by the Town Clerk.

Thank you for your attention.

Very truly yours,

Michael Testani

Superintendent of Schools

RECEIVED

DEC 15 2023

TOWN CLERK'S OFFICE FAIRFIELD, CT

# MEMORANDUM OF UNDERSTANDING

TOWN CLERK'S OFFICE FAIRFIELD, CT

This Memorandum of Understanding ("MOU") is being entered into by and between the Fairfield Board of Education (the "BOARD") and the Fairfield Education Association (the "FEA"). The purpose of this MOU is to confirm the PARTIES' understanding as to how to address "legacy" employees who may be entitled to advance to the 7<sup>th</sup> year lane of the salary schedule on July 1, 2024 based on the BOARD's agreement to FEA proposal Number 36 during the negotiations for the 2024-2027 collective bargaining agreement ("CONTRACT").

#### IT IS HEREBY AGREED AS FOLLOWS:

- 1. A "legacy" employee is one who, prior to July 1, 2024, earned at least 60 approved credits after entering the Masters' lane, or earned 30 approved credits after having entered lane 6. Legacy employees may apply to advance into the 7<sup>th</sup> year lane according to the BOARD's current application deadline to advance lanes.
- 2. The number of **legacy** employees who may advance to the 7<sup>th</sup> year lane in any year shall be capped at a sum of fifty-thousand dollars (\$50,000) in **salary lane** costs to the BOARD as a result of the number of **legacy** employees who are entitled to advance into the 7<sup>th</sup> year lane.
- 3. The **legacy** employees who may advance to the 7<sup>th</sup> year lane up to the \$50,000 cap each year shall be determined by seniority for those whose credits have been approved. Seniority shall be defined as the uninterrupted employment in the Fairfield Public Schools dating from when the **legacy** employee signed their first employment contract and was included in the group covered under Article I of the parties' collective bargaining agreement.
- 4. This MOU shall only apply to the 2025-2026 and the 2026-2027 school years.
- 5. Nothing in this MOU shall prevent either the UNION or the BOARD from proposing a change to the cap or anything else in this MOU during future negotiations for a successor CONTRACT. Further, this MOU shall not establish a practice or precedent for future matters.

Jennifer Jacobsen, Board Chair

On Behalf of the BOARD

Mick McGarry, FEA President On Behalf of the UNION

Date

# 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 1, 2024 – JUNE 30, 2027

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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, 2024 and terminating June 30, 2027 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 forty continuous minutes or a class period (whichever is greater) of daily preparation time which shall occur during normal working hours, excluding wrap-around time.

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

The number of direct student contact teaching hours for 1.0 FTE elementary art, world language, teachers is 25.8 hours in a six day rotation, with corresponding reductions of hours per weeks proportionate to reduction in F.T.E. status (e.g.: .1 FTE teaching load is 2.15 hours per week.)

This direct student contact teaching time may be divided into a varying number and length of classes per week at the discretion of administration; provided however that no class shall

be scheduled for a length less than thirty (30) minutes, except for World Language which shall not be less than twenty-five (25) minutes.

For music and physical education teachers, direct student contact time is as follows:

Physical Education	Music
	1 - 2 -1
0.1 = 3 classes	.1 = 3 classes
0.2 = 7 classes	.2 = 7 classes
0.3 = 11 classes	.3 = 11 classes
0.4 = 15 classes	.4 = 14 classes
0.5 = 19 classes	.5 = 18 classes
0.6 = 23 classes	.6 = 22 classes
0.7 = 27 classes	.7 = 26 classes
0.8 = 30 classes	.8 = 29 classes
0.9 = 34 classes	.9 = 33 classes
1.0 = 38 classes	1.0 = 37 classes

Adaptive Physical Education: A single 30 minute class over a Five Day Schedule.

Pre-School Art, Music and Physical Education: A single 20 minute class over a Six Day Schedule.

Early Childhood Center Physical Education: Two 30 minute classes over a Six Day Schedule.

In addition, Elementary art teachers shall have one and one half hours per week of non-instructional time for the performance of art related building responsibilities.

# 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 120 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 120 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
World Language	110
Health	125 per day
Home Economics	
Lab	90
Non-Lab	120
Industrial Arts/Technology	
Shop	90
Drafting	120
Music	
General	150
Theory, History & Appreciation	120
(30 per class)	
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 School Counselors

Within the middle school, there shall be at least one school counselor per grade. If the individual's student load is less than 150 or exceeds 250 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, which shall occur during normal working hours, excluding wrap-around time. 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 )\*

# 4.2.9 Class Coverage - Middle School:

If an administrator requests a teacher to cover a class for another teacher, in a non-emergency situation, the teacher covering the class shall be relieved of a duty.

# 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	125
Business Education	125
Counselor	250
English	110
Foreign Language	110

Health	130 per day	
Home Economics		
Lab	95	
Non-Lab	125	
Industrial Arts/Technology		
Shop	95	
Drafting	125	
Mathematics	125	
Music		
General	155	
Theory, Hist. & Appreciation	125 (30 per class)	
Band, Orchestra, Choir, Chorus		
(No more than 5 assigned periods)		
Physical Education	155 per day	
Science	110	
(24 students max in lab class)		
Social Studies	125	

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. Under a block schedule, full-time teachers will have one-mini block of continuous, unbroken time per day or five (5) mini-blocks per week as a preparation period, which shall occur during normal working hours, excluding wrap-around time. 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.

# 4.3.8 Class Coverage - High School:

If an administrator requests a teacher to cover a class for another teacher, in a non-emergency situation, the teacher covering the class shall be relieved of a duty.

**4.3.9** If a teacher's expected responsibilities are the simple coverage of a class, with no teaching, grading or preparation for coverage that class, they shall be paid \$40 for coverage of less than 75 minutes and/or \$60 for coverage of 75 minutes or more.

If a teacher's expected responsibilities in an assignment are more than coverage of a class, and require regular teaching grading and preparation, they shall be paid an additional .2 for the duration of the assignment, which shall not last beyond the end of the school year.

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

## 4.4.1 Teaching Assignment

- a. <u>Part-time Staff</u>: The teaching and duty assignment for part-time staff shall be proportional to that of a full-time equivalent teacher.
- b. <u>Shared Staff</u>: 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 Educator Professional Growth Plan. A copy of this publication can be obtained from the Human Resources 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

- a. Tuesday afternoons shall be reserved by all members of the professional staff for faculty or departmental meetings which shall last no longer than the following amounts after the regular full student school day:
  - i. The first meeting of the month shall last no more than sixty (60) minutes. The second, third and fourth meetings shall last no more than ninety (90) minutes. There shall be no fifth meeting if a month has five (5) Tuesdays.
  - ii. School psychologists, school social workers, special education teachers, and speech and language pathologists shall be excused from two ninety-minute meetings per month and shall not be assigned duties. (Examples: Hall duty, cafeteria duty, bus duty, recess duty). These employees shall be required to use the time that they are excused from Tuesday meetings for the purposes of case maintenance, report writing and other associated professional activities.

## 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 may be required in the case of any absence due to illness over five (5) 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.
- d. All regular employees may use up to 5 sick days per year for a teacher's own doctor's visit and/or for the day of a teacher's surgery(ies).

- e. All regular employees may use up to 5 sick days per year to care for a sick family member (spouse, child, or relative residing in the teacher's household). A sick day to care for a child may be used only when the child cannot attend school because the child is sick. A sick day to care for a spouse may be used because the spouse either cannot work or provide care for himself/herself due to illness.
- f. In addition to section 4.9.1(e) above, regular employees may request up to an additional 5 sick days to care for a sick family member if the teacher would be eligible for leave to provide such care under the Family and Medical Leave Act ("FMLA"). The teacher may be required to provide a doctor's note to support these absences if requested by the school administration.
- 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.

**4.9.1.2 Workers' Compensation:** If an employee is absent on workers' compensation, other than related to Connecticut General Statute Section 10-236a, the employee shall suffer no loss of regular pay for up to one calendar year provided that for each work day absent, one third of a sick day will be debited. If an employee has no sick days remaining, the Employee's compensation shall be reduced to the statutory amount.

#### 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 three (3) days in each school year may be allowed with pay for such absences, which in the opinion of the Superintendent of Schools, are needed to address important personal matters that cannot be reasonably attended to outside of working hours. Two (2) of such days may be private days. Personal days are subject to the following conditions: Only personal days with a reason may be used on the following days (1) on professional development days; (2) days that are tandem to a long weekend or school vacation; and (3) in May and June.
- c. Up to three (3) 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 three (3) 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. Private days may not be used in May and June.
- 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)\*

For days taken for reasons stated in 4.9.2.3 Policy Section: If an employee is absent on a non-instructional day and employee has personal days remaining per section 4.9.2(b) then there shall be no substitute pay loss; however, if no personal days remain, substitute pay will be deducted.

#### 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 Human Resources 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.

An employee who is involuntarily transferred to another supervising unit solely because of declining enrollment shall have the right to return to their prior position, if it is reconstituted, for one year after the date of their transfer and school has not yet started in the current year.

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>.

All final and official notifications of transfers, reassignments, and changes in status of any position shall be issued electronically and/or in writing by the Executive Director of Human Resources and copied to the FEA President at the time of the notice's issuance. Final and official notifications shall not be communicated via text or voice mail.

#### 4.12 PROFESSIONAL ATTIRE

Each member of the bargaining unit shall dress in a professional manner appropriate to his/her *their* 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 they were acting

in the discharge of their 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 their employment, the Board will pay their full salary, less worker's compensation payments, while absent. These days will not be deducted from the teachers accumulated sick leave.

## 4.14 Start of School Set Up and Preparation

All teachers shall be allowed one full day of preparation time during the first four (4) non-student days prior to the start of school for purposes of set up of their classrooms, caseloads and other necessary tasks to prepare for the start of school. If necessary, teachers may request an additional block of time of 3 hours for moving classrooms, which shall be paid at the applicable curriculum rate. Building based administration will determine which of the four (4) days would be used for set up and preparation, and whether such additional class set up time in addition to the one-day block above is necessary. The professional development day of the above-referenced four (4) days shall be the same length of the regular work day, as are the other two of the four (4) days. The Board shall not extend the teacher work year beyond 187 days and as set forth in Article 10.4.1 and 10.4.4.

- 4.15 Wrap-around time is that part of a teacher work day which is prior to and after the regular student school day when the teacher is required to be present.
- 4.16 Except under extraordinary circumstances, and/or if time permits before the May 1 (or other) statutory deadline, non-tenured teachers shall be given no less than five-school days to submit their resignation prior to the issuance of a non-renewal letter. The FEA President shall be notified when the non-tenured teacher receives notice of their non-renewal. All final and official notifications of non-renewal shall be electronically transmitted or otherwise issued by the Superintendent and/or the Executive Director of Human Resources.

## ARTICLE V SEPARATION AND RECALL PROCEDURE

## 5.1 SEPARATION

<u>Order of Layoff</u> - When the Board determines that a reduction in professional staff is necessary, the following principles will be controlling:

Non-tenured teachers will be laid off before tenured teachers.

Less senior tenured teachers will be laid off before more senior tenured teachers who are qualified by certification, seniority to be determined by length of continuous service from most recent date of hire.

A teacher who will be laid off under this procedure shall have the option to replace a less senior teacher whose position they are qualified by certification to fill.

Any grievance filed under this provision shall proceed no further than Step 4 (Board Level).

## 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 they were recalled and for which they are certified and in the judgment of the Superintendent of Schools is qualified. The recall opportunity will be offered to 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 for the remainder of the school year in which the child is born, adopted, or fostered, and for an additional one half of another 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 their 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 their 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.
- g. 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

a. The Board shall continue, through the life of this Contract, to provide medical, RX and dental insurance benefits under the State of Connecticut 2.0 Plan, as amended in 2017 and as may be amended from time to time, and as set forth under the conditions set forth in the Memorandum of Understanding that was signed by the Board and the Union on February 5, 2016 and February 8, 2016, respectively (unless the Board decides to withdraw under the terms of said Memoranda). The Board may further provide such benefits so long as it is done in accordance with the terms of said Memorandum.

During the term of this collective bargaining agreement, the employees shall pay the following premium cost share:

- Effective July 1, 2024 to June 30, 2026 24.5%
- Effective July 1, 2026 to June 30, 2027 25.5%
- b. A long-term disability insurance plan for the employee providing sixty percent (60) of his/her respective salary after a one hundred and eighty (180) day elimination period. Benefits 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. The employee will pay a premium cost share of \$.80 cents per month.
- c. 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.
- d. 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.
- e. Recovery Incentive Program. Teachers are encouraged to scan their hospital bills for overcharges and shall be paid 25% of all monies recovered.
- f. 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.
- g. 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.
- h. 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, and as those plans may be from time to time amended through collective bargaining for active employees.

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.

- i. Payment by Retirees: Group rate premiums are to be paid quarterly in advance to the Board of Education.
- j. The Board shall mail and/or e-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.
- k. 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.

### 8.4 RETIREMENT SICK-LEAVE BENEFIT

If a teacher announces their retirement by November 1 of any given year, they shall receive a payment of \$100 for each unused accrued sick day over 100 days that they have at that time. This payment shall be reduced by the number of sick days that the teacher uses from November 1 until the last teacher workday. The payment shall be made on or before the July 31st following the November 1 announcement of retirement.

# 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 <u>Connecticut General Statutes</u>, 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 80% of the cost for the first course taken during the contract year and 50% for the second.
    - 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 two 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. Requests must be submitted within 60 days of the employee's receipt of his or her final grade in a class.
- 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.
- 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.
  - 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.

iv. Health insurance cost-share deductions will be evenly deducted over 20 pay periods (twice a month for the ten-month school year), unless the date of hire is after July 1. If there is an increase in health insurance premiums on July 1 of a given year, any increase will also be distributed evenly among the remaining pay periods (May and June).

## c. Extra Pay Payment

- i. The extra pay salaries for sports/activities will be divided into *5 equal* payments on the following schedule for seasonal appointments:
  - Fall- on the fourth through eighth payroll
  - Winter on the eleventh through fifteenth payroll
  - Spring on the seventeenth through the twenty- first
- ii. The extra pay salaries for sports/activities will be divided into *5 equal* payments on the following schedule for yearlong appointments:
  - Last payday in October
  - Last payday in December
  - Last payday in February
  - Last payday in April
  - Last payday in June

#### 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) must be presented that at least 30 credits of approved graduate work have been earned beyond the bachelor's degree in areas related to either education or the teacher's certification (usually a master's degree).

- b. To go from the "Master's" schedule to the "Sixth Year" schedule, satisfactory evidence that one of the following requirements has been met.
  - i. Sixty credits of approved graduate work at accredited colleges or universities (official transcript or transcripts required) beyond a bachelor's degree. Credits must be approved in advance. Transcripts of approved graduate work already on file will not have to be resubmitted and those credits will count towards lane advancement.
  - 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) credits 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 beyond the sixth year (earned after the

sixth year) at accredited colleges or universities (official transcripts required) beyond the Sixth Year have been earned. Credits must be approved in advance.

If one has earned sixty (60) credits 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.

#### 10.4 SALARY PROVISIONS

10.4.1 a. The teacher salary schedule for the 2024-2025 school year is set forth in Appendix B. The teacher salary schedule for 2025-2026 shall be as set forth in Appendix C. The teacher salary schedule for 2026-2027 shall be as set forth in Appendix D.

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, 2023) will be required to occupy any such position.
- The work year for coordinators, deans, school psychologists, social workers, audiologists, school 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. Teachers shall be required to report to work four (4) days before classes start. The Board shall not extend the teacher work year beyond 187 days and as set forth in Article 10.4.1 and 10.4.4.

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 regular workday, not including contractually-required after school obligations, is lengthened beyond seven hours and ten minutes, either party may submit after prior negotiations, the issue to binding arbitration to determine the remedy. (Shortened school days or contractually extended workdays are not included in the "teacher's regular workday").

## 10.4.4 Length of the School Year

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

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.

## 10.4.6 Evening Meeting Attendance

Attendance by School Counselors, Social Workers and Psychologists at evening meetings will be divided evenly to the extent possible among the above referenced positions by the Director Pupil Personnel Services.

# 10.5 EXTRA COMPENSATION FOR EXTRA CLASS ACTIVITIES (See Appendix's E, F & G)

## Appendix E:

Effective July 1, 2024, all existing stipend positions shall receive an increase of 5.0%. There shall be no increase to stipend positions during the 2025-2026 and 2026-2027 school years.

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 \$75 per hour, effective July 1, 2024. Classroom teachers shall not be responsible for grading or instructional responsibilities for homebound students.

#### 10.6.3 Summer and Curriculum Workers

The hourly rate of pay for curriculum workers and approved summer work shall be \$60 per hour, effective July 1, 2024.

## 10.6.4 Summer School

- a. The hourly rate of pay for summer school teachers shall be \$60 per hour, effective July 1, 2024.
- b. Summer school principal positions may be open to members of the administrators' bargaining unit and teachers' bargaining unit and shall be paid at a rate to be agreed upon.

- 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 \$40.	
10.6.7	Middle School Team Liaison	
	The annual rate of pay for Middle School Team Liaison shall be \$3	,893.34.
10.6.8	High School Department Liaison	
	The annual rate of pay for High School Department Liaison \$3,893.34.	shall be
10.6.9	Mentors	
	The annual rate of pay for Mentors shall be \$1,143.42 per mentee.	
10.6.10	Subject Area Lead Teacher	
	The annual rate of pay for Subject Area Lead Teacher shall be \$1,3	73.94.
10.6.11	There will be no increase to the rates above for the term of the Agexcept for the Secondary Intramural Supervisor.	greement,
10.6.12	In-District Professional Development - For each hour of presentatin-district professional development activity, each presenter compensated for one and one-half hours of planning time at the cuper hour rate. This compensation stipend shall be paid only once for presentation topic, even if the topic is delivered more than once.	will be irriculum

PAYROLL DEDUCTIONS

10.7

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.

## 10.7.2 DIRECT DEPOSIT

Effective July 1, 2015, all employees must enroll in direct deposit.

## 10.8 DUES DEDUCTION AND SERVICE FEE DEDUCTION

#### 1. DEDUCTIONS

- a. 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 dues to be deducted from the final check.
- b. The Association shall meet its legal obligations to inform non-members as to the dues and their deductions, and the Board shall refer all inquiries concerning such dues to the Association.

#### 2. 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 dues deducted in equal installments from the remaining paychecks, from which service fees are deducted.

### 3. 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.

#### 4. 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.

#### 5. 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.

#### 6. 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.

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 l, 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 l 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.
- 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.

Arbitration Level - If the Association is not satisfied with the disposition of Step 5: 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 l 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, 2024 this Collective Bargaining Agreement shall extend through June 30, 2027 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.

#### **ARTICLE XVI**

If the State of Connecticut at any time during the term of this Agreement forces TRB funding upon the municipality, the Board of Education may re-open this contract in order to negotiate all impacts of such action(s) upon the collective bargaining relationship between the board and the union. If such mid-term bargaining fails, the parties shall resolve said issues through the binding interest arbitration procedures set forth in Connecticut General Statutes 10-153. The Board shall further have this ability in the event the State elects to not fund the Teachers' Retirement Board contributions, payments or obligations, or otherwise places such responsibilities onto the Town and/or Board in whole or in part. This section shall sunset at the end of the term of this Agreement

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

FAIRFIELD EDUCATION ASSOCIATION

Mick McGarry, President

Date

FAIRFIELD BOARD OF EDUCATION

Jennifer Jacobsen, Board Chair

#### APPENDIX A

## Insurance Prior to State Plan 2.0

The teachers' premium cost shares for the PPO will be based on allocation rates if the plan is self-funded, and based on fully insured equivalent rates if the plan is fully insured.

The Board may implement a comprehensive plan as an alternative to the PPO plan; and may also implement an HDHP/HSA plan as an alternative to the PPO plan. Details and premium cost share of the comprehensive plan or HDHP/HSA plan shall be as determined by the Board. Participation by any teacher in the comprehensive plan or HDHP/HSA plan is voluntary.

Effective July 1, 2015, the PPO (insurance and prescription) Plan design and copayments are as follows:

Medical Benefits	In Network	Out of Network
Deductible (ind/fam)	\$0	\$325/\$650/\$975
Coinsurance	0%	20%
Out-of-Pocket Maximum (1)	\$5,000/\$10,000	\$1,075/\$2,150/\$3,225
Lifetime Maximum	Unlimited	Unlimited
PCP Office Visit Copay	\$35	20% after ded.
Specialist OV Copay	\$40	20% after ded.
Hospital Copay	\$275	20% after ded.
Urgent Care Copay	\$35	Not Covered
Emergency Room Copay	\$150	\$150
Outpatient Surgery Copay	\$100	20% after ded.
Well Child Care	\$0	20% after ded.
Periodic, Routine Health	\$0	20% after ded.
Exam		
Routine Eye Exams	\$0	20% after ded.
Routine OB/Gyn Exam	\$0	20% after ded.
Mammography	\$0	20% after ded.
Hearing Screening	\$0	20% after ded.
Outpatient MH/SA	\$35	20% after ded.
Diagnostic Lab and X-Ray	\$0	20% after ded.
(hosp affiliated)		
Diagnostic Lab and X-Ray	\$0	20% after ded.
(free standing)		2007 0 1 1
Allergy Services	\$35	20% after ded.
Semi-Private Room	\$275	20% after ded.
Inpatient MH/SA	\$275	20% after ded.

\$275	20% after ded.
\$275	20% after ded.
\$75	20% after ded.
\$0	\$0
\$35	20% after ded.
\$0	20% after ded.
\$10	20% after ded.
\$25	
\$40	
\$10	
\$25	
\$40	
Unlimited	
	\$275 \$75 \$0 \$35 \$0 \$10 \$25 \$40 \$10 \$25 \$40

<sup>(1)</sup> Out-of-Pocket maximum equals deductible plus coinsurance maximum

<sup>(2)</sup> high cost diagnostic procedures include CAT, CTA, PET, SPECT, MRA and MRI

<sup>(3)</sup> mandatory generic substitution, and 30 day supply at retail, unless specified DAW

b. Effective July 1, 2018, the employee shall pay 23% of the cost share.

APPENDIX B
FAIRFIELD TEACHERS
10-Month Employees
2024-25

Step	BA	MA	6th	7th	PhD
5	55,082	60,430	65,778	68,452	71,126
6	56,687	62,035	67,383	70,057	72,730
7	58,830	64,175	69,523	72,197	74,871
8	62,035	67,383	72,730	74,649	78,079
9	67,383	71,126	76,474	78,982	81,821
10	68,990	74,871	80,218	82,725	85,566
11	70,594	78,614	83,964	86,469	89,309
12	73,266	82,360	87,707	90,212	93,056
13	74,871	87,707	91,449	93,957	96,796
14	76,474	89,309	96,796	99,303	100,540
15	78,079	90,914	98,403	104,420	105,887
16	80,754	93,587	100,004	106,025	107,492
17	83,919	96,796	104,284	110,301	111,769
18	87,083	100,403	107,887	113,905	115,376
19		103,867	112,137	118,141	120,410
20		107,330	116,387	122,377	125,443

All teachers not at maximum shall advance one step on the salary schedule, except that teachers formerly on steps 1-4 advance to step 5 prior to normal step advancement. Steps 1-4 were eliminated.

The schedule reflects an increase of 2.25% GWI to the salary schedule. Furthermore, a new penultimate step was added to each salary lane, and step 18 was increased by \$2,000, in addition to the GWI, in the MA,  $6^{th}$  Year,  $7^{th}$  Year, and PhD columns.

APPENDIX B
FAIRFIELD TEACHERS
10.5-Month Employees
2024-25

Step	BA	MA	6th	7th	PhD
5	58,058	63,696	69,332	72,150	74,968
6	59,751	65,384	71,024	73,842	76,660
7	62,002	67,639	73,277	76,094	78,911
8	65,384	71,024	76,660	79,478	82,296
9	71,024	74,968	80,606	82,407	86,240
10	72,685	78,911	84,551	87,191	90,187
11	74,405	82,858	88,499	91,140	94,133
12	77,223	86,806	92,441	95,083	98,079
13	78,911	92,441	96,387	99,029	102,024
14	80,197	94,133	102,024	104,667	105,969
15	82,296	95,824	103,715	110,059	111,605
16	86,431	98,642	105,407	111,749	113,298
17	90,566	102,024	109,915	116,257	117,807
18		105,715	113,605	119,948	121,499
19		109,370	118,089	124,420	126,808
20		113,024	122,572	128,891	132,117

All teachers not at maximum shall advance one step on the salary schedule, except that teachers formerly on steps 1-4 advance to step 5 prior to normal step advancement. Steps 1-4 were eliminated.

The schedule reflects an increase of 2.25% GWI to the salary schedule. Furthermore, a new penultimate step was added to each salary lane, and step 18 was increased by \$2,000, in addition to the GWI, in the MA, 6<sup>th</sup> Year, 7<sup>th</sup> Year, and PhD columns.

APPENDIX C
FAIRFIELD TEACHERS
10-Month Employees
2025-26

Step	BA	MA	6 <sup>th</sup> Year	7 <sup>th</sup> Year	Doctorate
5	56,321	61,790	67,258	69,992	72,726
6	57,962	63,431	68,899	71,633	74,366
7	60,154	65,619	71,087	73,821	76,556
8	63,431	68,899	74,366	76,329	79,836
9	68,899	72,726	78,195	80,759	83,662
10	70,542	76,556	82,023	84,586	87,491
11	72,182	80,383	85,853	88,415	91,318
12	74,914	84,213	89,680	92,242	95,150
13	76,556	89,680	93,507	96,071	98,974
14	78,195	91,318	98,974	101,537	102,802
15	79,836	92,960	100,617	106,769	108,269
16	82,571	95,693	102,254	108,411	109,911
17	85,807	98,974	106,630	112,783	114,284
18	89,042	102,662	110,314	116,468	117,972
19		106,204	114,660	120,799	123,119
20		109,745	119,006	125,130	128,265

All teachers not at maximum shall advance one step on the salary schedule. The schedule reflects an increase of 2.25% GWI to the salary schedule.

APPENDIX C
FAIRFIELD TEACHERS
10.5-Month Employees
2025-26

Step	BA	MA	6th	7th	PhD
5	59,364	65,129	70,892	73,773	76,655
6	61,095	66,855	72,622	75,503	78,385
7	63,397	69,161	74,926	77,806	80,686
8	66,855	72,622	78,385	81,266	84,148
9	72,622	76,655	82,420	84,261	88,180
10	74,320	80,686	86,453	89,153	92,216
11	76,079	84,722	90,490	93,191	96,251
12	78,961	88,759	94,521	97,222	100,286
13	80,686	94,521	98,556	101,257	104,320
14	82,001	96,251	104,320	107,022	108,353
15	84,148	97,980	106,049	112,535	114,116
16	88,376	100,861	107,779	114,263	115,847
17	92,604	104,320	112,388	118,873	120,458
18		108,094	116,161	122,647	124,233
19		111,831	120,746	127,219	129,661
20		115,567	125,330	131,791	135,090

All teachers not at maximum shall advance one step on the salary schedule. The schedule reflects an increase of 2.25% GWI to the salary schedule.

APPENDIX D

## FAIRFIELD TEACHERS 10-Month Employees 2026-27

Step	BA	MA	6th	7th	PhD
5	57,515	63,100	68,684	71,476	74,268
6	59,191	64,776	70,360	73,152	75,943
7	61,429	67,010	72,594	75,386	78,179
8	64,776	70,360	75,943	77,947	81,529
9	70,360	74,268	79,853	82,471	85,436
10	72,037	78,179	83,762	86,379	89,346
11	73,712	82,087	87,673	90,289	93,254
12	76,502	85,998	91,581	94,198	97,167
13	78,179	91,581	95,489	98,108	101,072
14	79,853	93,254	101,072	103,690	104,981
15	81,529	94,931	102,750	109,033	110,564
16	84,322	97,722	104,422	110,709	112,241
17	87,626	101,072	108,891	115,174	116,707
18	90,930	104,838	112,653	118,937	120,473
19		108,456	117,091	123,360	125,729
20		112,072	121,529	127,783	130,984

All teachers not at maximum shall advance one step on the salary schedule. The schedule reflects an increase of 2.12% GWI to the salary schedule.

APPENDIX D
FAIRFIELD TEACHERS
10.5-Month Employees
2026-27

Step	BA	MA	6th	7th	PhD
5	60,623	66,510	72,395	75,337	78,280
6	62,390	68,272	74,162	77,104	80,047
7	64,741	70,627	76,514	79,455	82,397
8	68,272	74,162	80,047	82,989	85,932
9	74,162	78,280	84,167	86,047	90,049
10	75,896	82,397	88,286	91,043	94,171
11	77,692	86,518	92,408	95,167	98,292
12	80,635	90,641	96,525	99,283	102,412
13	82,397	96,525	100,645	103,404	106,532
14	83,739	98,292	106,532	109,291	110,650
15	85,932	100,057	108,297	114,921	116,535
16	90,250	102,999	110,064	116,685	118,303
17	94,567	106,532	114,771	121,393	123,012
18		110,386	118,624	125,247	126,867
19		114,202	123,306	129,916	132,410
20		118,017	127,987	134,585	137,954

All teachers not at maximum shall advance one step on the salary schedule. The schedule reflects an increase of 2.12% GWI to the salary schedule.

**APPENDIX E** 2024-27 Extra Pay Salary Schedule

All stipends that currently exist shall be increased by 5% effective July 1, 2024. There shall be no increase to the stipends for the 2025-26 and 2026-27 school years.

Sport/Activity	Position	2024-27
	Activity Director	13,481
	Advisory Coordinator	1,408
Athletic Site & Equipment	Manager, Fall	7,042
	Manager, Winter	7,042
	Manager, Spring	7,042
American Field Srvs.	Advisor	4,930
	Assistant	3,721
Auditorium	Manager	3,824
Baseball	Head Coach	7,243
	1st Assistant	5,453
	2nd Assistant	5,251
	3rd Assistant	4,267
Basketball	Head Coach	8,149
	1st Assistant	6,257
	2nd Assistant	4,869
	Middle School	3,781
	Middle School Assistant	3,069
	Middle Schl. Fac. Mgr.	2,040
Bowling	High School	3,120
Cheerleader Advisor	Head Coach Varsity Football	3,824
	Head Coach Varsity Basketball	4,426
	Head Coach Competitive	4,426
	1st Assistant Basketball	3,623
	Middle School	2,114

Sport/Activity	Position	2024-27
Chess Advisor	Advisor	1,408
Class Advisor	Advisor Jr./Sr.	4,528
Cross Country	Co-Ed Coach 1st Assistant 2 <sup>nd</sup> Assistant	6,942 5,052 5,052
Dance Team	Advisor	3,623
Debate Club		3,421
Dramatics	High School Director H.S. Drama Music Director Middle School	6,641 3,259 4,327
Fencing	Head Coach	6,538
Football	Head Coach 1st Assistant 2nd Assistant 3rd Assistant 4th Assistant	10,061 7,687 7,484 6,116 5,916
French Hospitality Club		3,219
Golf	Head Coach 1st Assistant	5,936 4,749
Gymnastics	Head Coach 1st Assistant	7,142 5,453
High School-Bowl	Coach Odyssey of Mind/Team	4,528 1,911
Hockey - Field	Head Coach 1st Assistant 2nd Assistant	7,042 5,413 4,284

Sport/Activity	Position	2024-27
Haalray Iaa	Head Coach	7,446
Hockey - Ice	1st Assistant	5,654
	2nd Assistant	4,468
	Ziid / iSSiStuit	1,100
Intramural	HS & MS Coordinator	2,216
Key Club	Advisor	6,237
Lacrosse	Head Coach	6,840
	1st Assistant	4,849
	2nd Assistant	4,164
Literary Magazine	Advisor	3,319
No.41. Advisor	High Sahaal Advisor	2,216
Math Advisor	High School Advisor Middle School Advisor	2,216
	Middle School Advisor	2,210
Mock Trial	High School Team	5,534
	Middle School Team	4,528
Music	Band Director - HS	6,439
	Ass't Band Director - HS	4,647
	Chamber Orchestra – HS & MS	3,721
	Choral Director - HS	4,224
	Assistant Choral Director	2,721
	Honors Band Director - MS	2,615
	Honors Band Assistant Band Director – MS	2,563
	6th Grade Honors Band	2,721
	High School Orchestra	4,528
	Honors Orch. Cond MS	2,721
	Honors Assistant Cond MS	2,615
	Vocal Ensemble - MS	2,721
	Jazz Band - MS	2,721
		5,231
	Jazz HS Ensemble	4,023
	Mid. Sachl. Mus. Drama	2,721
	5th Grade Honors Orchestra	
	High School Vocal Ensemble	3,721
	5th Grade Honors Orchestra - Asst.	2,040

Sport/Activity	Position	2024-27
National Honor Society	Advisor	6,237
Sailing	Head Coach	5,453
S	1st Assistant	4,346
School Paper Advisor	High School	4,125
	Middle School	2,615
Secondary Bookroom	Manager	11,025
	Assistant Manager	4,760
Ski Team	Head Coach	6,641
	1st Assistant	5,052
Soccer	Head Coach	6,439
	1st Assistant	5,010
	2nd Assistant	4,284
	3rd Assistant	3,985
Softball	Head Coach	6,641
	1st Assistant	5,052
	2nd Assistant	4,749
	3rd Assistant	3,864
Stage Manager	Head	5,232
	Assistant	2,717
Student Council	High School	6,237
	Middle School	2,414
	Elementary School	2,062
Swimming	Head Coach	7,243
_	1st Assistant	5,573
	2nd Assistant	5,573
Tennis	Head Coach	6,237
	1st Assistant	5,151
TV Production	High School	5,231

Sport/Activity	Position	2024-27
Track	Head Coach	7,446
TIACK	1st Assistant	5,552
	2nd Assistant	5,552
	Indoor - Head Coach	6,840
	1st Assistant - Indoor	4,829
Unified Sports	High School Coach	3,120
Volleyball	Head Coach	5,834
	1st Assistant	4,447
Volleyball	2nd Assistant	3,461
Weight Training	Year Long	4,125
	Fall	4,023
	Winter	4,829
	Spring	3,521
	Team	5,534
Wrestling Coach	Head Coach	8,550
	1st Assistant	6,158
	2nd Assistant	4,629
Yearbook	High School Adv.	7,243
	Middle School Adv.	2,919
	High School Treas.	5,052
Unified Sports	Coach	3,058
Chemical Hygiene	Officer	4,760
Best Buddies		4,930
Student Fan Club		2,216

## 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 After School Meetings

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

- iii. 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.
- iv. 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
- ii. 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 <u>Connecticut General Statutes</u> §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 <u>Drug-Free Work Place</u>, 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 <u>Drug-Free Work Place</u>, 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 <u>Fairfield Public Schools</u> 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.

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## IMPORTANT TELEPHONE NUMBERS

Human Resources Office	203) 255-2627 203) 255-8386 203) 255-8381	
State Certification Board	` ,	
Fairfield/Bridgeport Teachers' Credit Union	203) 576-0554	
Town of Fairfield Credit Union(2	203) 256-3133	