

**AGREEMENT BETWEEN**  
**THE**  
**NORFOLK BOARD OF EDUCATION**  
**AND THE**  
**NORFOLK TEACHERS' ASSOCIATION**  
**FOR**  
**JULY 1, 2015 TO JUNE 30, 2018**

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## **AGREEMENT**

This Agreement is by and between the Norfolk Board of Education (hereinafter referred to as the Board) and the Norfolk Teachers' Association (hereinafter referred to as the Association).

### **ARTICLE I - RECOGNITION**

**Section 1.01.** The Board recognizes the Association as the exclusive representative of all certified professional employees employed by the Board in positions requiring a teaching or other certificate (other than temporary substitutes) and professional personnel holding Durational Shortage Area Permits not included in the administrator's unit or excluded from the purview of §§ 10-153a et seq. inclusive, of the Connecticut General Statutes.

**Section 1.02.** Teachers holding a Durational Shortage Area Permit (DSAP) shall be covered by all the terms and conditions of this Agreement, except as provided herein:

- (a) Article IV, Section I, J, K (Long Term Leave of Absence, Sabbatical Leave, and Child Rearing Leave)
- (b) Article XIII (Reduction in Force)

**Section 1.03.** A DSAP holder shall not accrue seniority or length of service for purposes of this Agreement. Notwithstanding the foregoing, if a DSAP holder becomes certified as a teacher and is employed by the Board as a certified teacher the subsequent school year without any break in employment service, the teacher shall be credited with years of continuous employment service as a DSAP holder for purposes of seniority and length of service under this Agreement.

**Section 1.04.** The Board shall have the right not to renew and/or terminate the employment of a DSAP holder, and the DSAP holder shall have no right to file and/or pursue a grievance under this Agreement with respect to such action.

### **ARTICLE II - MANAGEMENT'S RIGHTS CLAUSE**

**Section 2.01.** It is understood and agreed that the Board has and will continue to retain, whether exercised or not, the sole and unquestioned right, responsibility and prerogative to direct the operation of the public schools in the Town of Norfolk in all its aspects. To this end, it is recognized that the Board has all the customary and usual rights, powers, functions and authority or management as provided under §10-220 of the Connecticut General Statutes. Such rights, powers, functions and authority include by way of illustration but are not limited to the following:

to maintain public elementary and secondary schools and such other educational activities in its judgment will best serve the interests of the Town of Norfolk; to decide the need for school facilities; to determine the care, maintenance and operations of buildings, land,

apparatus and other property used for school purposes; to determine the number, age, and qualifications of pupils to be admitted into each school; to employ, assign and transfer employees; to discipline employees; to designate the schools which shall be attended by the various children within the Town; to make such provisions as will enable each child of school age residing in the Town to attend school for the period required by law and to provide for the transportation of children whenever it is reasonable and desirable; to prescribe rules for management, studies, classification and discipline in the public schools; to assign work to employees or other persons; to decide the textbooks to be used; to make rules for the arrangement, use and safekeeping of the school libraries and to approve the books selected therefore and to approve plans for school buildings; to prepare and submit budgets to the Town and, in its sole discretion, expend monies appropriated by the Town for the maintenance of the schools; and to make such transfers of funds within the appropriated budget as it shall deem desirable; and to continue and establish administrative regulations not inconsistent with this Agreement.

### **ARTICLE III - GRIEVANCE PROCEDURE**

**Section 3.01. Definitions.** The term “Grievance” is defined as a complaint by a teacher that this Agreement has been violated. The term “Day” is defined as any day when school is in session and any day between the close of school and June 30<sup>th</sup>.

**Section 3.02. Statute of Limitations.** Failure by the teacher to file a grievance within twenty (20) days after he/she knows, or should have known, of the act or conditions upon which the grievance is based, shall mean that the grievance has been waived. Failure at any procedural level to appeal a grievance to the next procedural level within the time limit shall be deemed to be acceptance of the decision rendered at that level.

**Section 3.03. Procedure.** The following procedure may be followed as far as deemed necessary in the order as indicated:

- A. Prior to filing a formal grievance, the teacher shall meet with the principal in an attempt to resolve the problem. If the matter cannot be resolved informally, the teacher and/or the Association shall submit the grievance to the principal in writing. The principal shall meet with the teacher (and representative if the teacher so desires) within five (5) days. A decision shall be given to the teacher in writing within five (5) days. When appropriate, a grievance may be initiated at the Superintendent’s level.
- B. If the aggrieved teacher is not satisfied with the disposition of the grievance or in the event no decision has been rendered within five (5) days after the informal meeting with the principal, the teacher and/or the Association may submit the grievance in writing to the Superintendent within five (5) days.
- C. Within ten (10) days after the receipt of the written grievance by the Superintendent, the Superintendent shall meet with the aggrieved teacher and/or an Association representative in

an effort to resolve the grievance. Within five (5) days after the meeting, the Superintendent shall notify the teacher in writing of the decision.

- D. In the event the aggrieved teacher is not satisfied with the disposition of the grievance or in the event no decision has been rendered within fifteen (15) days after receipt of the grievance by the Superintendent, the Association may submit the grievance to the Board. The Association shall also provide a copy of the original grievance, a copy of the Superintendent's decision or a statement that the Superintendent has taken no action. To be timely, the grievance must be submitted to the Board within ten (10) days of the date a written decision was due from the Superintendent.
- E. Within ten (10) days of its receipt of the grievance, the Board or the Superintendent, shall notify the Association of the time and place of a meeting to consider the grievance. The Association shall be given at least two (2) days notice of the meeting and the meeting shall occur within fifteen (15) days of notification.
- F. Within ten (10) days of the completion of the meeting, the Board shall notify the Association in writing of its decision.
- G. The Association may, within ten (10) days of notification of the disposition of the grievance by the Board, proceed to arbitration of the grievance by filing the grievance with the American Arbitration Association. The rules of the arbitration agency shall govern all subsequent proceedings.

The arbitrator's jurisdiction shall be limited to those matters which involve the application and interpretation of the Agreement. The arbitrator shall have no power to add to, delete from or modify any terms of this Agreement.

The arbitrator's decision shall be in writing and shall contain an opinion and conclusion on the issues. The decision of the arbitrator shall be accepted as final and binding by the Association and the Board and both will abide by it, except as either party may elect to exercise any right of appeal to the courts as may be provided by law.

The arbitrator's fee(s) shall be shared equally by the Board and the Association.

#### **ARTICLE IV - PERSONAL AND PROFESSIONAL DAYS**

**Section 4.01.** All full and part-time teachers shall be entitled prorata to the following leaves of absence with full pay:

- A. Two (2) Personal days per year without the necessity for presenting an excuse. Except for an emergency, permission must be obtained from the Principal at least 48 hours in advance. Days may not be taken immediately preceding or following a vacation period or school holiday without the Superintendent's approval. Unused days may be accumulated to a total of four (4) days.

- B. Three (3) days per year for illness in the immediate family. Up to three (3) additional days may be granted by the Board's Personnel Committee.
- C. Five (5) days per year for bereavement and/or attendance at funerals. The superintendent may grant additional days upon request when special circumstances exist. Such additional days shall be deducted from the employee's sick leave entitlement. If no sick leave is available, such additional days shall be deducted from personal days or may not be granted.
- D. Any personal leave not covered by the foregoing must be applied for in advance, in writing, stating the reason for such leave. Such leave may be granted if it does not restrict or prohibit the normal operation of the school program. Said leave will be a deduction at the per diem rate, depending on the number of work days, for the school year.
- E. Sick Leave. Each professional employee certified by the State Board of Education and employed by the Board of Education of any town or regional school district shall be entitled to a minimum sick leave with full pay of fifteen (15) school days in each school year.

Unused sick leave shall be accumulated from year to year as long as the employee remains continuously in the service of the Board of Education and as authorized by such Board, but such authorized accumulation of sick leave shall not be more than two hundred (200) school days.

- F. Health and Hardship Leave. Following ten (10) years of continuous service in Norfolk, a teacher may request in writing, additional sick leave up to thirty (30) days. This may be granted at the discretion of the Board of Education. Requests shall be considered only after all accumulated sick leave has been exhausted. Additional sick leave shall not extend beyond the contractual year.
- G. Military Leave. Military leave shall be provided in accordance with state and federal law.
- H. Childbearing Leave.
  - (1) Disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery there from, shall be treated as temporary disabilities for all job-related purposes.
  - (2) Accumulated sick leave shall be available for use during period of such disability as certified by the employee's physician.
  - (3) Disability leave beyond any accumulated sick leave shall be available, with or without pay, for such reasonable further period of time as a female employee is determined by her physician to be disabled from performing the duties of her job because of pregnancy conditions attendant thereto.
  - (4) Policies involving commencement and duration of leave, the availability of extensions, the accrual of seniority and other benefits and privileges protection under health or

temporary disability plans, and payment of sick leave shall be applied to disability due to pregnancy or childbirth on the same terms and conditions as they are applied to other temporary disabilities.

For the purpose of these standards, the term "temporary disability" shall be interpreted as being within the meaning of the term "sick" as used in Section 10-156 of the Connecticut General Statutes.

- I. Leave of Absence. A one (1) year's leave of absence may be requested in writing by any tenured teacher. Such requests may be granted by the Board of Education on the recommendation of the Principal and Superintendent. Only one (1) tenured teacher may be on leave at any time. The leave of absence will be without pay and benefits, but tenure, salary step, and sick leave accumulation will be maintained at the level held previous to the leave.
- J. Sabbatical Leave. In order to increase a teacher's proficiency, the school Board may grant a sabbatical leave with pay equivalent to Step 1 of the B.A. salary schedule, upon the recommendation of the Superintendent, for an approved program of study. The teacher must have completed six years in the Norfolk School System and be a tenured teacher. The teacher's salary step and sick leave accumulation shall be maintained at the level prior to the beginning of the leave. The recipient of such leave shall sign an agreement to return to the Norfolk School System for two (2) years following the sabbatical.
- K. Child Rearing Leave. Any teacher may request, in writing submitted to the Superintendent, a leave of absence without pay, for purposes of child rearing, apart from any period of child birth disability leave. Such leave request shall be for any school year or portion thereof in which the child is born or adopted and for one additional year if requested by the employee. If the Board grants the leave upon the recommendation of the Superintendent, such child rearing leave shall be subject to the following conditions:
  - (1) Employees requesting leave shall submit not less than thirty (30) days written notice of the anticipated date of commencing such leave.
  - (2) Teachers on child rearing leave may continue their medical/life insurance benefits through the board of education group rate, but at their own expense except as provided for under the Family and Medical Leave Act.
  - (3) Teachers returning from child rearing leave will move up on the salary scale if they have taught for at least five months during the school year in which the leave commences.
  - (4) Upon completion of the child rearing leave, the teacher shall return to the position vacated or to a comparable position.
  - (5) The period of child rearing leave shall not be counted toward seniority, but such leave shall not constitute a break in seniority.



L. Professional Absences. When it is evident that convention or conference attendance or the observation of an activity in another school system may contribute to teaching effectiveness, the Superintendent and Principal may request or grant to the teacher absences to attend conventions, conferences, other school system activities and similar activities conducive to professional development.

(1) The teacher will not lose pay for the absence.

(2) Travel mileage, other than within the Region 7 feeder school area, shall be reimbursed at the current IRS rate.

M. Jury Duty. A teacher who is called to jury duty shall promptly notify the Superintendent of Schools. If the Superintendent is unable to get the teacher excused from such duty when school is in session, the teacher shall receive his/her full pay for the first thirty-five (35) workdays of the leave, but the amount received for such jury duty served during the school year shall be turned over to the Superintendent for deposit with the Town of Norfolk treasurer.

## **ARTICLE V - CURRICULUM REVISION**

**Section 5.01.** The teachers shall play an active role in the preparation, implementation, and evaluation of the curriculum.

**Section 5.02.** All teachers, including those working part-time, shall be required to attend faculty meetings of one hundred five (105) minutes (cumulative) per month without additional compensation. In special circumstances, some of this time may instead be designated by the Board for parent-teacher conferences or other meetings, activities or conferences held outside the school day, in which case prior notice shall be provided to the extent practical.

**Section 5.03.** If such meetings exceed one hundred five (105) minutes (cumulative) per month, teachers shall be compensated at the hourly stipend rate cited in Article 8.07. The meeting or activity will not extend beyond 5:30 p.m. without mutual agreement between the Association and the administration.

## **ARTICLE VI - GRADE LEVEL REDUCTIONS; TRANSFERS AND POSITION POSTINGS**

A. Teachers shall be notified in person, or if not available, by mail, of any change in assignment.

B. Involuntary assignments shall be made only after faculty members are given at least seven (7) calendar days advance notice. The notice shall state the reasons for the change in assignment. A meeting between the teacher and an administrator will be held at least 24 hours after delivery of the notice.

## **ARTICLE VII - DUTY FREE LUNCH**

**Section 7.01.** All teachers shall have an uninterrupted duty free lunch period daily of twenty-five (25) minutes.

## **ARTICLE VIII - SALARIES**

**Section 8.01.** The definition for teacher salary placement shall be Appendix A.

**Section 8.02.** The salaries of all persons covered by this Agreement are set forth in Appendix B, which is attached hereto and made a part of this Agreement.

**Section 8.03.** Each teacher shall receive in writing an annual statement notifying him/her of his/her annual salary.

**Section 8.04. Direct Deposit.** Teachers hired on or after July 1, 2015 shall be paid by direct deposit, and a receipt shall be sent via e-mail. Teachers hired prior to July 1, 2015 who exercised the paper paycheck/pay stub option prior to July 1, 2015 have the right to retain that option.

**Section 8.05.** Each teacher shall receive twenty-one (21) paychecks during the school year plus one balloon payment at the end of the school year.

**Section 8.06. Professional Development Reimbursement.** Each full or part-time teacher who is solely employed by the Norfolk Board of Education shall be granted professional development reimbursements up to \$200 per year to be used for the payment of professional development fees approved by the Principal. Part-time teachers who are eligible to receive a reimbursement from another school district shall be eligible for a pro-rated amount from this Board.

**Section 8.07. Hourly Stipend.** The hourly stipend for summer work, work during vacations or weekends, after-school curriculum work, or Professional Development beyond the school day will be an hourly per diem based on Step 1-BA level of the current Appendix B Salary Schedule.

## **ARTICLE IX - GENERAL PROVISIONS**

**Section 9.01.** The term "teacher", for both full- and part-time, or member of the bargaining unit, as used in this Agreement, except where otherwise indicated, is applied to all professional employees whose position requires a teaching certificate pursuant to Connecticut General Statutes §10-153b or who hold Durational Shortage Area Permits, except those whose positions require an intermediate administrator's certificate or its equivalent.

**Section 9.02.** There shall be no reprisals of any kind taken against any teacher by reason of his/her membership in the Association or participation in its activities.

**Section 9.03.** Teachers shall have the opportunity to review and discuss any evaluation reports with their supervisors, and to review the contents of their personnel files as maintained by building principals, supervisors, or the Superintendent.

**Section 9.04.** All teachers shall receive a copy of this collective bargaining agreement upon hire. In addition, all teachers will receive a copy of this Agreement once it is executed.

**Section 9.05.** If any portion of this Agreement is ruled invalid for any reason, the remainder of the Agreement shall remain in full force and effect.

**Section 9.06. Withholding of Increment.** Increments are earned steps and may be withheld for unsatisfactory teacher performance. Teachers shall be notified by January 15<sup>th</sup> of areas of substandard performance and recommendations for improvement shall be given. Prior to March 1<sup>st</sup>, teachers shall be notified again if performance continues to be unsatisfactory. No teacher shall be reduced in compensation without just cause.

**Section 9.07.** No judgmental/derogatory material originating after original employment shall be placed in a teacher's personnel file unless the teacher has been notified and has had an opportunity to review the material. The teacher may submit a written notation regarding any material, and the same shall be attached to the file copy of the material in question. If the teacher is asked to sign material placed in his/her file, such signature shall be understood to indicate his/her awareness of the material, but in no instance shall said signature be interpreted to mean agreement with the content of the material.

Any substantive complaint made against a teacher or person for whom the teacher is administratively responsible, by any parent, student or other person, shall promptly be called to the attention of the teacher. In no case shall any anonymous and/or unsubstantiated complaint be placed in any teacher's file.

No tenured teacher shall be reprimanded in writing or suspended without pay without just cause.

## **ARTICLE X - PART-TIME TEACHERS**

**Section 10.01. Definition.** A part-time teacher is a certified teacher hired for less than full-time for a teaching position or any position covered by this Agreement.

**Section 10.02. Salary.** Part-time teachers shall be paid on a prorata basis.

**Section 10.03. Benefits.** Part-time teachers are eligible for the following benefits:

- A. Leave. Sick and childbearing leave and personal and bereavement leave shall be prorated based upon the ratio of the part-time teachers' contracted teaching days to the actual school year.
- B. Insurance. The Board shall provide life insurance on a pro-rata basis to part-time teachers who work a minimum of thirty percent (30%) of full-time equivalency. For part-time teachers enrolled in medical and dental insurance, the Board shall pay a prorata share of the insurance premiums which is the same as the proportion of a full-time work year for which the part-time teachers are employed.

## ARTICLE XI - INSURANCE

**Section 11.01. Health Insurance.** The Board shall offer to each teacher and his/her spouse and eligible dependents the following medical insurance plan:

A. Medical Insurance.

HDHP/HSA Plan. The Board will provide a High Deductible Health Care Plan ("HDHP") with a Health Savings Account("HSA") feature. The plan has the following characteristics: \$2,000 single deductible/\$4,000 employee plus dependent(s) deductible, then 0% to employee for in-network costs, no orthonet, no AIM, and no Commercial Prescription Guidelines. During the first three years that an employee participates in the HDHP/HSA Plan, the Board will fund 50% of the applicable deductible, deposited at the start of the year into the employee's HSA.

Payment. Premium Share. In 2015-18 the Board shall pay 80% and the employee shall pay 20% of the cost of the HDHP/HSA plan premium. The Board shall establish a Health Reimbursement Arrangement ("HRA") for any employee ineligible for the HSA. The employer's obligation under the HRA will be equivalent to its obligation to fund the HSA deductible, and premium share, as permitted by law.

The teacher shall pay by payroll deduction.

B. Dental Insurance.

- (1) The Board shall provide coverage for the teacher and his/her family under a plan substantially equivalent to or better than the plan in effect June 30, 2009.

The premium costs of this plan shall be shared between the Board and the Teacher as follows:

	<u>Board</u>	<u>Teacher</u>
2015-18	80%	20%

The teacher shall pay by payroll deduction.

**Section 11.02. Section 125 Plan.** The Board of Education shall offer a pre-tax deduction plan for health insurance premiums as allowed under the Internal Revenue Code, Section 125.

**Section 11.03. Life Insurance.** The Board shall provide each teacher group term life insurance in the amount of \$40,000.00. Upon a teacher reaching age 65, the life insurance benefits shall be reduced in accordance with the insurance policy.

**Section 11.04. Waiver of Insurance.** Teachers who elect to waive these insurances shall receive a stipend subject to the following:

- A. Teachers waiving full-family coverage shall receive a stipend equal to fifteen percent (15%) of the premium cost for the school year in which the coverage was waived.
- B. Teachers waiving two person coverage shall receive a stipend equal to thirteen percent (13%) of the premium cost for the school year in which the coverage was waived.
- C. Part-time teachers eligible for coverage who waive such coverage shall receive a *prorata* portion of the stipend identified in A or B above.
- D. The stipend shall be paid in June of the school year for which the coverage was waived.
- E. Should personal circumstances change through death, marriage, divorce or change of a spouse's employment status, teachers waiving coverage shall be able to regain coverage upon notification to the Superintendent's office specifying the effective date of loss of coverage.
  - (1) The date of coverage, however, is subject to any waiting period required by the carrier(s).
  - (2) The teacher's stipend for that year shall only reflect the proportional amount of the full stipend for which coverage was actually waived.

**Section 11.05.** Notwithstanding any other provision in this Agreement to the contrary, the Board may change or substitute insurance carriers, administrators or managed care organizations for the above-referenced health benefit programs as long as the level of benefits is substantially equivalent to or better than the existing program. The change in carriers may result in a disruption of access to providers. The Board will provide a copy of a disruption report developed by the carrier(s) who are under consideration. The disruption report will compare the provider network of the carrier(s) under consideration to that of the current carrier provider network. This report will be based on all the providers in the various carrier's networks. It will be based on the percentage of match of providers from the physician encounters based upon the prior year's visits. This report will then be compared to the provider network extended by the new carrier under consideration. The new carrier network must have a 90% or better match for the program under consideration.

**Section 11.06.** If the Board has reason to believe cost savings can be obtained through change in insurance plan design, the Board may initiate negotiations on any and all provisions of Insurance Benefits (Article XI). Such negotiations shall not be subject to arbitration. If the Association does not voluntarily agree with the changes, the current benefits shall remain.

## **ARTICLE XII - RETIREMENT SUPPLEMENT**

**Section 12.01.** Eligibility. To qualify for the Retirement Supplement:

- A. A teacher must have a minimum of fifteen (15) years of continuous service in the Norfolk public school system by June 30<sup>th</sup> of the year in which the teacher is to retire.
- B. A teacher must have a combination of age plus teaching experience that equals at least seventy (70).
- C. A teacher must file a “Retirement Supplement Application” form with the Superintendent of Schools, prior to January 1<sup>st</sup> of the teacher’s final teaching year. Submission of this form shall constitute an irrevocable exercise of this option by the teacher.
- D. A teacher must have been initially hired by the Norfolk Board of Education prior to June 30, 2002.
- E. (1) A teacher who has worked full-time for a minimum of fifteen (15) school years over his/her career in Norfolk shall be deemed eligible for the full supplement amount.  
(2) A teacher with fewer than fifteen (15) years of full-time service in Norfolk shall be deemed eligible for a pro-rated supplement amount equal to the teacher’s full-time equivalency (FTE) of the final year of employment.

**Section 12.02.** Payments. On or before September 15<sup>th</sup> of each year commencing the first of September following the teacher’s date of retirement, annual payments of Fifteen Hundred (\$1,500) Dollars shall be made to qualifying retired teachers for ten (10) years. Payments due under this option shall immediately cease upon death of the retired teacher.

**Section 12.03.** Any subsequently negotiated change in the Retirement Supplement benefit shall apply only to active teachers and shall not affect the Retirement Supplement paid to then retired teachers.

## **ARTICLE XIII - REDUCTION IN FORCE PROCEDURE**

**Section 13.01.** Reasons for elimination of certified staff positions. Elimination of certified staff positions may result from decreases in student enrollment, changes in curriculum, severe financial conditions or other circumstances as determined by the Board of Education.

**Section 13.02.** Procedure.

- A. Prior to commencing action to terminate teacher contracts under this procedure, the Board of Education will give due consideration to its ability to effectuate position elimination and/or reduction in staff by:
- (1) voluntary retirements
  - (2) voluntary resignations
  - (3) transfer of existing staff members
  - (4) voluntary leaves of absence
- B. A teacher's contract of employment may be terminated if his/her position is eliminated, but only if there is no other position available in the school system for which the teacher is certified and qualified. Determination of those to be released should be considered in the following order:
- (1) Non-tenured teachers holding provisional certification.
  - (2) Non-tenured teachers holding professional certification.
  - (3) Tenured teachers holding provisional certification.
  - (4) Tenured teachers holding professional certification.
- C. All of the following criteria shall be used to select those employees who are to be considered for termination within the broad tenure and certification categories established under 13.02(B); however, total years of teaching experience in the Norfolk School System shall be the determining criterion provided that there is relative equality in the areas listed below:
- (1) areas of certification
  - (2) qualifications and ability as determined by objective evaluation of the teacher's performance
  - (3) teaching experience in other positions which may be available
  - (4) advance graduate study in areas related to the available position.

**Section 13.03. Recall Procedure.** If the contract of employment of a teacher is terminated because of the elimination of a position, the name of that teacher shall be placed on a reappointment list and shall remain on such list for a period of two (2) years. If a position becomes open during such period, the teacher on the recall list who is certified and most qualified to hold that position, will be notified in writing by registered or certified mail, sent to his/her last known address at least thirty (30) days prior to the anticipated date of employment. The teacher shall accept or reject the appointment in writing within ten (10) days after he/she

should have normally received the notification. If appointment is accepted, the teacher shall receive a written contract within twenty (20) days of receipt of the teacher's reply to the Board of Education. If the teacher rejects the appointment offer or does not respond according to this procedure within ten (10) days after notification, the name of the teacher will be removed from the recall list.

**Section 13.04.** Seniority with the Norfolk Board of Education. For the purpose of determining seniority and/or the total years of teaching experience, one year's service will be credited for each year worked by a teacher who has worked as a full-time teacher in Norfolk Public Schools. Each year worked below a full-time equivalence will be calculated on a prorated basis. Seniority will be determined on the basis of continuous years of service. Approved leaves of absence, although not credited towards seniority or placement on the salary schedule, shall not be considered a break in service.

#### **ARTICLE XIV - WORK DAY AND SCHOOL YEAR**

**Section 14.01.** For the first year of the Agreement 2013-14 the length of the work day is seven (7) hours. All staff are required to be in the building no later than 8:15 a.m. and are required to remain in the building until 3:15 p.m. unless excused by the administration. Beginning with the 2014-15 school year the length of the student school day shall be seven (7) hours, 8:30 a.m. – 3:30 p.m.; the teachers' work day shall continue to start at 8:15 a.m. and all teachers are required to remain in the building until 3:35 p.m., unless excused by the administration.

Beginning with the 2013-14 school year there will no longer be any early release days.

**Section 14.02.** The length of the school year shall be one hundred eighty (180) pupil days. The teacher work year shall be one hundred eighty-five (185) days.

#### **ARTICLE XV - IMPACT CLAUSE**

**Section 15.01.** Teachers will be available to participate in up to four (4) afternoon and/or evening parent-teacher conference sessions (two (2) in the Fall/two (2) in the Spring) per year. These parent-teacher conference sessions may be up to three (3) hours in length. It is further understood that individual teachers are able to leave the building at any time after that teacher's scheduled conferences have been completed. The number of conferences and when conferences are held may be modified by the Board when it determines special circumstances exist. Prior notice shall be provided to the extent practical. Teachers will also be required to attend one evening open house unless excused by the appropriate school administrator.

**Section 15.02.** Teachers will continue to attend a maximum of two (2) student evening activities which shall not extend beyond 9:00 p.m.

**Section 15.03.** Teachers who elect to chaperone students on instructional overnight field trips will be paid at the rate of seventy-five (\$75) per night as long as the trip remains in the Education Budget.



**Section 15.04.** A study committee will be formed by the teachers and the administration to determine the appropriate use of all five days beyond the 180 student school days.

**Section 15.05.** No teacher shall be assigned more than two (2) duties in any one week. Such duties include playground, and lunchroom supervision.

#### **ARTICLE XVI - CLASS SIZE**

**Section 16.01.** The parties agree that it is important to maintain class sizes which are educationally sound. Kindergarten classes in excess of twenty (20), grades 1 - 3 in excess of twenty-two (22), and other elementary grades in excess of twenty-five (25) are generally undesirable. No later than five (5) school days after the admission of a student who causes these figures to be exceeded in any one class, the Principal and the Superintendent will schedule a meeting to take place within ten (10) days with the teacher(s) involved to fully discuss the options for relief. Recommendations for relief will then be presented to the Board of Education.

#### **ARTICLE XVII - HEAD TEACHER**

**Section 17.01.** The stipend for the Head Teacher shall be One Thousand Two Hundred Fifty Dollars (\$1,250) annually. A substitute shall be provided for the Head Teacher when there is a planned absence of the Principal for three (3) or more consecutive days. The Superintendent may make an exception to the foregoing in cases where the head teacher requests that a substitute not be employed or when there is mutual agreement between the administration and the Association for any other reason.

#### **ARTICLE XVIII - DURATION**

**Section 18.01.** This agreement shall be effective as of July 1, 2015 and continue and remain in full force and effect through June 30, 2018.

**IN WITNESS HEREOF**, the parties hereunto set their hands and seals this \_\_\_\_ day of \_\_\_\_\_, 2014.

**NORFOLK BOARD OF EDUCATION    NORFOLK TEACHERS' ASSOCIATION**

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
President

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## APPENDIX A

### A. Definitions for Teacher Salary Placement.

The terms used in the Salary Schedules shall be interpreted and applied in accordance with the following definitions:

B.A. (Bachelor)            A Baccalaureate Degree earned at an accredited college or university.

BA + 15  
(Bachelor + 15)            A Baccalaureate degree as hereinbefore defined plus the completion of 15 credit hours earned at an accredited college or university toward a master's degree approved by the Superintendent.

MA (Master's or  
Equivalent)            A Master's Degree earned at an accredited college or university. The equivalent of a Master's Degree shall be the successful completion of 30 credit hours earned at an accredited college or university in a planned program approved by the Superintendent.

MA + 15  
(Master's + 15)            A Master's Degree or the equivalent of a MA as hereinbefore defined plus 15 credit hours earned at an accredited college or university in courses approved by the Superintendent.

MA + 30  
(Master's + 30)            A Master's Degree or the equivalent of a MA as hereinbefore defined plus 30 credit hours earned at an accredited college or university in courses approved by the Superintendent.

### B. Placement.

All members of the unit shall be placed on the appropriate step in the salary schedule.

**APPENDIX B-1**

**NORFOLK EDUCATION ASSOCIATION  
2015-2016  
SALARY SCHEDULE**

<b>STEP</b>	<b>BA</b>	<b>BA+15</b>	<b>MA</b>	<b>MA+15</b>	<b>MA+30</b>
1	45,831	47,825	49,939	51,922	53,901
2	47,696	49,686	51,922	53,923	55,918
3	49,637	51,619	53,984	56,001	58,011
4	51,656	53,628	56,128	58,159	60,182
5	53,758	55,714	58,357	60,401	62,434
6	55,946	57,882	60,674	62,728	64,770
7	58,223	60,134	63,084	65,146	67,194
8	60,592	62,474	65,589	67,657	69,709
9	63,057	64,905	68,194	70,264	72,318
10			70,902	72,972	75,024
11			73,717	75,784	77,832
12			76,645	78,705	80,745
13			79,688	81,738	83,767
14			82,853	84,888	86,901
15			86,143	88,160	90,154

Note: There will be no step movement in the 2015-16 school year.

**APPENDIX B-2**

**NORFOLK EDUCATION ASSOCIATION  
2016-2017  
SALARY SCHEDULE**

<b>STEP</b>	<b>BA</b>	<b>BA+15</b>	<b>MA</b>	<b>MA+15</b>	<b>MA+30</b>
1	46,156	48,165	50,294	52,290	54,283
2	48,034	50,039	52,291	54,306	56,315
3	49,989	51,986	54,368	56,399	58,422
4	52,023	54,008	56,527	58,572	60,609
5	54,140	56,110	58,771	60,829	62,877
6	56,343	58,293	61,105	63,174	65,230
7	58,636	60,561	63,532	65,608	67,671
8	61,022	62,917	66,055	68,137	70,204
9	64,010	65,885	68,678	70,763	72,831
10			71,405	73,490	75,557
11			74,241	76,322	78,384
12			77,189	79,263	81,318
13			80,254	82,318	84,361
14			83,441	85,491	87,518
15			87,444	89,491	91,515

Note: Teachers below the maximum step advance one step on the salary schedule.

**APPENDIX B-3**

**NORFOLK EDUCATION ASSOCIATION  
2017-2018  
SALARY SCHEDULE**

<b>STEP</b>	<b>BA</b>	<b>BA+15</b>	<b>MA</b>	<b>MA+15</b>	<b>MA+30</b>
1	46,466	48,488	50,631	52,641	54,648
2	48,357	50,375	52,642	54,670	56,693
3	50,324	52,335	54,732	56,777	58,814
4	52,372	54,371	56,906	58,965	61,015
5	54,503	56,486	59,166	61,237	63,299
6	56,721	58,684	61,515	63,598	65,668
7	59,029	60,967	63,958	66,049	68,125
8	61,431	63,339	66,498	68,594	70,675
9	64,970	66,873	69,138	71,237	73,320
10			71,884	73,983	76,064
11			74,739	76,834	78,910
12			77,707	79,795	81,863
13			80,792	82,870	84,927
14			84,001	86,064	88,105
15			88,755	90,833	92,888

Note: Teachers below the maximum step advance one step on the salary schedule.

## **APPENDIX C**

### **LONGEVITY PAYMENT**

Only teachers who were employed on or before June 30, 2013 shall be eligible for the following benefits:

Teachers who have been in the Norfolk system for a period of fifteen (15) years shall receive an annual stipend of Four Hundred (\$400) Dollars.

Teachers who have been in the Norfolk system for a period of twenty (20) years shall receive an annual stipend of Six Hundred (\$600) Dollars.

Teachers who have been in the Norfolk system for a period of twenty-five (25) years shall receive an annual stipend of Eight Hundred (\$800) Dollars.

Teachers who have been in the Norfolk system for a period of thirty (30) years shall receive an annual stipend of One Thousand (\$1000) Dollars.

## **APPENDIX D**

### **PAYROLL DEDUCTIONS**

- A. In addition to those payroll deductions required by law, the following agencies are eligible for payroll deductions. All requests for deductions must be in writing on approved authorization forms.
- B. The list of approved deductions is as follows:
  - 1. Life Insurance
  - 2. Norfolk Education Association
  - 3. Connecticut Education Association
  - 4. National Education Association
  - 5. Tax Sheltered Annuity Plans
  - 6. United Fund
  - 7. Credit Union
  - 8. Other
- C. Payroll deductions for tax sheltered annuity plans will only be accepted for up to four (4) companies, jointly selected by the Association and the administration. The Association shall hold the Board harmless with respect to all aspects of administering payroll deductions for tax sheltered annuity plans.

#### **D. IRS 457 Plan**

The Board will offer employees the ability to participate in the State of Connecticut 457 Plan with employees making voluntary contributions to such plan consistent with legal requirements, provided there shall be no cost to the Board of Education in the set-up, administration, and/or any other component or requirement related to the plan.

#### **E. Conditions of Employment**

All teachers employed by the Board shall, as a condition of continued employment, join the Association or pay a service fee to the Association. Said service fee shall be equal to the portion of Association dues uniformly required of members to underwrite the costs of collective bargaining, contract administration, and grievance adjustment.

#### **F. Dues Deductions and Service Fee Deductions**

The Board agrees to deduct from the teacher an amount equal to the Association membership dues or service fee by means of payroll deductions. The amount of the deduction from each paycheck for membership dues shall be equal to the total Association membership dues divided by the number of paychecks from and including the first paycheck in September through and including the last paycheck in June. The amount of the deduction for service fee

### **APPENDIX D (CONT.)**

from each paycheck shall be equal to the total service fee divided by the number of paychecks from and including the first paycheck in January through and including the last paycheck in June. The amount of Association membership dues shall be certified by the Association to the Board prior to the opening of school each year. The amount of service fee shall be certified by the Association to the Board prior to January first of each school year.

G. 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.

H. Forwarding Monies

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

I. Lists

No later than the first paycheck in October of each school year, the Board shall provide the Association with a list of all employees covered by this agreement. The Board shall notify the Association of any changes in said list.

J. Reference to Association

The singular reference to the Association herein shall be interpreted as referring to the Norfolk Teachers' Association, the Connecticut Education Association and the National Education Association.

K. 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 including attorney's fees and costs which may arise by reason of any action taken in making deductions and remitting the same to the Association pursuant to this Appendix.