

ISSUE

#1

SALARY SUBSIDY FOR UNION PRESIDENT

Norwalk

The Federation President shall teach a half-time load i.e. three (3) classes per day or the equivalent. The Federation President shall be relieved of all extra duties. The Federation President shall have flexibility in the scheduling of his/her preparation periods to perform his/her responsibilities as President.

The Federation shall reimburse the Board up to (fifty) 50% of the Federation President's salary in proportion to the amount of released time. The Board shall continue to pay 100% if all fringe benefit costs.

On or before July 1 in each year, the Federation may elect to release the President from all his/her teacher and all other assignments for the following school year. If said election is made, the Federation shall reimburse the Board of Education for 50% of the Federation President's salary and fringe benefits at the group rate for the period of the full release. Upon completion of his/her term of office, the President shall be returned to his/her former teaching position or comparable position if the former position doesn't exist, with no loss of salary, fringe benefits, seniority, or other rights and privileges granted by this Agreement of law.

Bethel	No provision
Bridgeport	No provision
Brookfield	No provision
CES	No provision
Danbury	No provision
Darien	No provision
Easton	No provision
Fairfield	No provision
Greenwich	No provision

Salary Subsidy For Union President

Monroe	No provision
New Canaan	No provision
New Fairfield	No provision
Newtown	No provision
Redding	No provision
Ridgefield	No provision
Shelton	No provision
Sherman	No provision
Stamford	The president of the SEA may elect to be on special assignment with pay and benefits maintained concurrent with the president's term of office. However, said time off shall be at least a period of a school year so that the educational process is not interfered with. Upon conclusion of said special assignment, he/she shall be entitled to re-employment in the position he/she left, if available or in a comparable position for which he/she is certified. The SEA will reimburse the Board thirty-five percent (35%) of the president's salary during the special assignment period.
Stratford	No provision
Trumbull	No provision
Weston	No provision
Westport	No provision
Wilton	No provision
Region 9	No provision

ISSUE

#2

SICK LEAVE TO CARE FOR FAMILY MEMBER

Norwalk

When a teacher is absent because of critical or serious illness of a member of the immediate family, such absence(s) will be deducted from the teacher's personal days and then from the teacher's sick leave. Illness in the immediate family which is neither critical nor serious will be charged to personal days. The Superintendent shall have the right to request a doctor's certificate to ascertain the validity of the critical or serious illness.

Bethel

Emergency Days - Three (3) days per year.

An "emergency day" is hereby defined as a day of absence which is necessitated by any of the following events which prevents the teacher from reporting to work as scheduled:

Serious illness of the teacher's spouse, child or other member of the teacher's immediate family for whose care the teacher is responsible.

Bridgeport

In case of sickness in the immediate family residing in the same household, teachers may be allowed up to three (3) days' absence per year without loss of pay with the approval of the Superintendent. These are to be deducted first from the current year's sick leave and then from the teacher's accumulated sick leave, if any.

Brookfield

A sick day is hereby defined as a day of absence necessitated by illness or injury of the teacher without loss of the teacher's normal pay for the day. Each teacher shall be allowed to accrue sick day credits at the rate of fifteen (15) sick days per employment year, up to a maximum accumulation of one hundred fifty (150) sick days. Each teacher with five (5) or more years of service in the Brookfield School System shall be allowed twenty (20) working days of sick leave with full pay each year. Sick days may only be used for illness or injury of the teacher. Sick days used will be charged against the number of sick days the teacher has accumulated.

For any absences which are covered under the terms of the Federal Family & Medical Leave Act ("FMLA"), employees shall be required to first utilize all paid leave

Sick Leave To Care For Family Member

available for such purpose before becoming eligible for any remaining unpaid leave. The use of such paid leave shall be credited against the FMLA entitlement consistent with the terms of the FMLA.

CES	A teacher may use five (5) of his/her annually awarded sick days for family illness. The family is defined as parents, spouse and children who reside with the employee.
Danbury	<p><u>Sick Leave.</u> (1) (a) <u>Definition of Sick Leave Day.</u> A sick leave day is hereby defined as a day of absence from work, without loss of pay, necessitated by the personal illness or injury of the Teacher.</p> <p>(b) Teachers are entitled to a maximum of fifteen (15) sick leave days in each work year. Teachers may use up to three (3) such days to attend to illness in the Teacher's immediate household and parents. Unused sick leave shall be accumulated from year to year, so long as the Teacher remains continuously in the services of the Board, and as authorized by the Board, up to but not in excess of one hundred fifty (150) working days.</p>
Darien	Each Teacher will accumulate sick leave entitlement at the rate of fifteen (15) days per fiscal year, up to a total maximum of 187 days. If the Teacher is absent from work because of his or her inability to work due to illness, injury or pregnancy, he/she will be granted sick leave without loss of pay at the rate of one (1) day of sick leave for each day of absence caused by the aforesaid inability to work, up to a maximum of the number of sick leave entitlement days the Teacher has accumulated. A Teacher may use up to two days per year of his/her accumulated sick leave for illness of members in the immediate family who reside in his/her household.
Easton	A leave of three (3) days per annum for illness in the immediate family.
Fairfield	No provision in sick leave.
Greenwich	All teachers shall receive fifteen (15) days sick leave per year. Up to four (4) of these days per year may be converted to family illness days for illness in the immediate

Sick Leave To Care For Family Member

family, i.e., spouse (by marriage or civil union), son, daughter, sister, brother, mother, father or other relatives who are permanent members of the household.

Monroe

Teachers shall be entitled to up to three (3) days per year with pay for illness of their children. Said three (3) days are part of their current sick leave accumulation and shall be deducted from same upon use.

New Canaan

Teachers will receive leave without loss of compensation because of death or serious illness in the immediate family (parents, grandparents, spouse, child, brother or sister or other family members in residence) not to exceed five (5) days except at the discretion of the Superintendent.

New Fairfield

No provision in sick leave

Personal days are granted to the staff in order that they may be excused from teaching duties when an emergency arises and time does not permit other arrangements (such as required attendance in court, religious holidays, birth of a child, illness within the family, etc.) without loss of pay.

Newtown

No provision in sick leave

All teachers shall be entitled to five (5) days leave of absence with pay each school year for legal, religious, business or family matters, i.e., birth of child, marriage, serious illness in the teacher's household or immediate family, which requires absence during school hours. Leaves of absence for these purpose shall be in addition to any sick leave accumulated. It is expressly agreed that such leaves are not to be used for extension of vacation periods, or holidays. Two of the above days may be designated as "private" when the teacher involved is not acting inconsistently with these provisions but considers it inappropriate to communicate a specific reason under Section 35.3 below.

Redding

No provision in sick leave

Family Illness - Leaves of absence shall be provided in accordance with the Family and Medical Leave Act of 1993 (P.L. 103-3, as said Act may be amended from time to

Sick Leave To Care For Family Member

time); provided, however, that the first four (4) days of such a leave shall be paid by the Board. For these purposes, the teacher's "immediate family" shall be defined as provided in the Act.

Up to four (4) additional paid days per year may be used to care for an ill parent, spouse, civil union partner, sibling, child/step child, grandchild or grandparent. Unused days cannot be carried forward into the next year or otherwise accumulated for future use. The teacher will provide the administration as much notice as possible when utilizing these days. The Superintendent of Schools shall have the right, at his or her discretion, to request a report on the physical condition of the family member from the teacher. These four (4) days shall not serve to extend the total amount of leave allowed pursuant to the FMLA.

Ridgefield

Each Teacher may use up to five (5) annual sick days to care for an ill family member. "Family member" is defined as one for whom the Teacher is the primary care giver and who is the Teacher's parent, spouse, or child or who is domiciled with the Teacher.

Shelton

Teachers shall be entitled to fifteen (15) sick leave days each school year. Teachers may use the fifteen (15) sick leave days in the case of their own illness or injury which renders them unable to work and/or in the case of illness or injury of the teachers' spouse, child or parent or any other relative for whom the teacher is the primary care giver.

Sherman

Teachers shall be entitled to fifteen (15) sick leave days each school year. Unused sick leave days may be accumulated from year to year up to a maximum accumulation of one hundred eighty-seven (187) days, which shall be carried over and added to the current year's fifteen (15) days. Each teacher shall be allowed to utilize eight (8) days of accumulated sick leave each year without loss of pay for illness in the teacher's immediate family. For purposes of this provision, immediate family means spouse, parent, brother, sister, parent-in-law, child, grandchild, grandparent or other member of his/her immediate household.

Sick Leave To Care For Family Member

Stamford

Section I: Permitted Absences

All members of the unit shall be eligible for the following permitted absences with full pay:

Two days per year for illness in the immediate family, i.e., spouse (marriage or civil union), son, daughter, sister, brother, mother, father or other relatives who are permanent members of the household.

Stratford

Teachers shall be entitled to fifteen (15) sick leave days each school year to be used in the case of their own illness. Up to three (3) of the fifteen (15) sick days can be used for family illness each year.

May also use personal leave

Trumbull

For serious illness of a member of the Teacher's immediate family for whom the Teacher has custodial responsibility, a Teacher may be absent for up to ten (10) normal work days without loss of regular pay, after which said absences shall be charged to accumulated sick leave. This does not apply to minor illness of a family member.

Weston

Professional staff members may use up to five (5) days of their fifteen (15) annual sick leave days for family illnesses. Family shall be defined as: domestic partners, relatives living in the same household, and parents. Family illness days are not cumulative from year to year.

Westport

Absence for up to five (5) days per year for critical illness in the immediate family shall be allowed.

Critical illness - means illness which the attending physician considers sufficiently serious to require the teacher's presence at the bedside

Immediate family - means spouse, children, any member of the same household, parents, parents-in-law, brothers, sisters, grandparents, grandchildren, legal guardians, wards or step-children.

Sick Leave To Care For Family Member

Wilton

Sick Leave

Employees shall be granted seventeen (17) days sick leave per year accumulative to two hundred (200) days. Up to three days of such leave may be used by the employee for personal illness of members of the immediate family (as defined in 11C) who either reside in the employee's household and/or are parents or dependent children and who are in need of the employee's attendance during the school day.

Region 9

Sick leave may not be used for or applied to absences for any reason other than illness or injury of the teacher or Administrator.

Additional Leave. Up to a maximum of eleven (11) days off annually (not cumulative) without loss of pay for leaves due to death in the family, family illness or religious observances.

For purposes of this section, family shall mean teacher's spouse or partner in a civil union, lineals and collaterals, and lineal and collateral relatives of teacher's spouse or partners in a civil union.

The Assistant Superintendent/Head of School may require a statement as to the reason for the request for the leave.

ISSUE

#3A

NORWALK PUBLIC SCHOOLS

Historical Gross Plan Costs: NFT Active Participants *

		Historical Allocation Rate Values			
Enrolled					
<u>Lives</u>		<u>7/1/2009**</u>	<u>July-10</u>	<u>July-11</u>	<u>July-12</u>
<u>CP PPO</u>					
(FD-125)		<u>Split-funded</u>	<u>Split-funded</u>	<u>Split-funded</u>	<u>Split-funded</u>
EE Only	28	\$8,252	\$9,188	\$9,006	\$11,017
EE+1	15	16,504	18,378	18,023	22,039
Family	<u>26</u>	<u>22,605</u>	<u>25,177</u>	<u>24,719</u>	<u>30,205</u>
	69	\$1,066,342	\$1,187,547	\$1,165,221	\$1,424,401
Percent Change:			11.4%	-1.9%	22.2%
<u>HSA Lumenos</u>					
Current (FD-138)		<u>Split-funded</u>	<u>Fully-insured</u>	<u>Fully-insured</u>	<u>Split-funded</u>
EE Only	300	\$8,252	\$7,722	\$9,015	\$8,876
EE+1	195	16,504	15,450	18,035	17,757
Family	<u>359</u>	<u>22,605</u>	<u>20,542</u>	<u>23,917</u>	<u>23,553</u>
	854	\$13,809,013	\$12,703,922	\$14,807,403	\$14,581,054
Percent Change:			-8.0%	16.6%	-1.5%
<u>Combined Allocation Values:</u>		\$14,875,354	\$13,891,469	\$15,972,624	\$16,005,455
			-6.6%	15.0%	0.2%
<u>HSA Lumenos -- Depost Value</u>					
Current (FD-138)					
EE Only	300	\$0	\$337,500	\$337,500	\$337,500
EE+1	195	0	438,750	438,750	438,750
Family	<u>359</u>	<u>0</u>	<u>807,750</u>	<u>807,750</u>	<u>807,750</u>
	854	\$0	\$1,584,000	\$1,584,000	\$1,584,000
<u>TOTAL PLAN COST:</u>		\$14,875,354	\$15,475,469	\$17,556,624	\$17,589,455
Percent Change:			4.0%	13.4%	0.2%

* Based on June 30, 2012 Headcounts; Allocation Rates as shown by Renewal Date.

** All Enrollees were in the Traditional PPO plan as of July 2009.

NOTES:

- (1) HDHP implemented January 1, 2010 on a Fully Insured basis; rates were guaranteed for 18 months to July 1, 2011.
- (2) HDHP plan converted to Split-funded arrangement on July 1, 2012; change in funding arrangement reduced expected increase from about 10% to essentially Flat.

ISSUE

#3B

Fairfield County

EX-SPOUSE INSURANCE COVERAGE

Norwalk	The lawful spouse of the Covered Person under a legally valid, existing marriage, or the former spouse for whom the Covered Person has been designated the responsible party for benefits payable under this Policy pursuant to a final order in a decree and who is deemed eligible under the Benefit Program.
Bethel	No provision
Bridgeport	No provision
Brookfield	No provision
CES	No provision
Danbury	No provision
Darien	No provision
Easton	No provision
Fairfield	No provision
Greenwich	No provision
Monroe	No provision
New Canaan	No provision
New Fairfield	No provision
Newtown	No provision
Redding	No provision
Ridgefield	No provision
Shelton	No provision
Sherman	No provision
Stamford	No provision

Ex-Spouse Insurance Coverage

Stratford	No provision
Trumbull	No provision
Weston	No provision
Westport	No provision
Wilton	No provision
Region 9	No provision

ELIGIBILITY

The enrollment application and any other forms or statements as requested by Anthem BCBS must be received and accepted by Anthem BCBS before the applicant shall be considered for Membership under the Benefit Program. The employee's and Dependent's right to coverage is subject to the condition that all information the employee provides to Anthem BCBS is true, correct, and complete to the best of his or her knowledge and belief. The Contractholder is responsible for providing Anthem BCBS with immediate notification of all name, address or phone number changes.

Eligible Employees

Eligible employees may be: current employees; retirees of the Employer Group who meet the Employer Group's criteria for eligibility for participation in the Benefit Program; or former employees who elect to continue enrollment as allowed by either the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA), as amended, or the Connecticut Continuation Rights Laws .

The following eligibility rules apply to employees and their Dependents:

- You are in a class of eligible employees; and
- You are an eligible Employee as defined in the collective bargaining agreement; or
- You are not Actively at Work due to a work related injury and you are receiving Workers' Compensation benefits under the former employer's Workers' Compensation plan; or
- You are a former Employee who elected to continue enrollment as required by the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended, or under the Connecticut Continuation Rights; or
- You are a retiree of the Policy holder who meets the Policyholder's criteria for eligibility for group coverage, who is entitled to group health coverage under a trust agreement or comparable agreement or statute, and who is eligible for benefits for Covered Services under this Policy.
- See Continuation of Benefits section for additional information.

Eligible Dependents

Dependents are eligible for coverage under the Benefit Program if they meet the Employer Group's eligibility criteria. Enrolled Dependents may also elect to continue coverage in the Benefit Program as allowed by COBRA or the Connecticut Continuation Rights Law.

The following are eligible for Membership as Dependents under the Benefit Program:

1. Spouse

The lawful spouse of the Covered Person under a legally valid, existing marriage, or the former spouse for whom the Covered Person has been designated the responsible party for benefits payable under this Policy pursuant to a final order in a decree and who is deemed eligible under the Benefit Program.

2. Unmarried Dependent Child Under Age 25

The Dependent child under age 25 of the Covered Person or spouse including a step-child of either, a child legally placed for adoption, a legally adopted child, a child for whom the Covered Person has been appointed a legal guardian, the Dependent child under age 25 of the Covered Person or spouse for whom the Covered Person has been designated as the responsible party under a Qualified Medical Child Support Order (QMCSO). (see #6)

3. Newborn Dependent Child

Benefits for Covered Services under the Benefit Program shall be provided for a newborn of the Covered Person from the moment of birth up to and including 31 days immediately following birth.

With respect to coverage after 31 days following birth, a newborn of a Covered Person may become an enrolled Dependent under the Benefit Program when a completed application is submitted by the Covered Person and accepted by Anthem BCBS. The application must be submitted to Anthem BCBS within 31 days following the date of birth and Anthem BCBS eligibility requirements must be met as specified in this Section.

4. A Newborn of Enrolled Dependent Child

A newborn of an enrolled Dependent child is eligible for benefits for Covered Services only from the moment of birth up to and including 31 days immediately following birth, but is not eligible for enrollment beyond this 31-day period under the Benefit Program until and unless the Covered Person is appointed by a court as legal guardian and can offer Proof of such legal guardianship.

Benefits for Covered Services for a newborn shall consist of Covered Services for injury or sickness including Medically Necessary Care and treatment of medically diagnosed congenital defects and birth abnormalities subject to the terms, conditions, exclusions and limitations of this Certificate.

5. Disabled Dependent Child

A disabled Dependent child who is incapable of sustaining employment by reason of physical or mental handicap may continue as an enrolled Dependent or be eligible beyond the age limit set forth in the Benefit Program, provided:

- a. The unmarried disabled Dependent child of the Covered Person or his or her spouse is over the age limit set forth in the Benefit Program; and
- b. The child is incapable of sustaining employment by reason of physical or mental handicap as certified by a Physician and for whom the Covered Person or his or her spouse is chiefly responsible for support and maintenance; and
- c. The child became disabled prior to the limiting age for a Dependent child and he or she had comparable coverage as a Dependent at the time of enrollment.

Proof acceptable to Anthem BCBS of such incapacity and dependency must be received within 31 days of the date upon which the child's coverage would have terminated in the absence of such incapacity. The disability must be certified at the time of enrollment by a Physician and then no more than annually thereafter.

ISSUE

#4

Fairfield County

**MEDICAL INSURANCE PREMIUM COST SHARING
TEACHERS
2012-2013**

Bethel	20% for PPO; 18% for HDHP with HSA (50% Board funded)
Bridgeport	15.5% for Open Access Plan (OAP); 14% for HDHP with HSA (50% Board funded)
Brookfield	18% (HDHP w/HSA) (50% Board funded)
CES	14/20/20% HDHP with HSA (50% Board funded)
Danbury	15% (PPO)
Darien	17% for HDHP w/HSA (50% Board Funded); Teachers over 65 & newly hired may choose PPO for one year
Easton	18% (PPO or BlueCare POE)
Fairfield	18% (PPO)
Greenwich	15% for PPO (option eliminated 1/1/13); 10% for HDHP w/HSA (\$1250/2500 Board funded)
Monroe	18.5% for HDHP w/HSA (65% Board funded)
New Beginnings	13% (MEHIP POS)
New Canaan	19% for Traditional PPO; 14% for Comprehensive PPO
New Fairfield	19% for Century Preferred PPO; 10% for Comprehensive PPO
Newtown	20% (POS or HDHP w/HSA)
Norwalk	12% (HDHP w/HSA (75% BOE funded))
Redding	17.5% (Century Preferred PPO or BlueCare HMO)
Region 9	17% (PPO or HDHP w/HSA (70% Board funded))
Ridgefield	21% for POS plan; 18% for HDHP w/HSA (50% BOE funded)
Shelton	17% (PPO, HSA or HMO)
Sherman	16% for HDHP (HSA 50% Board funded)
Stamford	18% for PPO; PCS for Comprehensive Plan set by BOE not higher than 18%; 100% over Board PPO costs for HMO
Stratford	15% (HDHP w/ HSA (50% Board funded)
Trumbull	16% (POS)
Weston	13% for HDHP w/HSA (70% Board funded); 100% over HDHP for PPO
Westport	18% (PPO)
Wilton	14% for HDHP; 100% over HDHP for PPO

ISSUE

#5

Fairfield County

IMPUTED INCOME AVOIDANCE

Norwalk	\$150,000, no right to decline.
Bethel	2 times base salary, no right to decline
Bridgeport	\$20,000, no right to decline.
Brookfield	\$65,000, no right to decline.
CES	2 times salary, no right to decline.
Danbury	1 ½ times teacher salary, no right to decline.
Darien	1 ½ times teacher salary, no right to decline.
Easton	\$50,000 & \$25,000 for accidental death, no right to decline.
Fairfield	No provision
Greenwich	1 ½ times teacher's salary. No right to decline.
Monroe	\$50,000 maximum, no right to decline.
New Canaan	90% of the premium, no right to decline.
New Fairfield	2 times teacher salary, no right to decline.
Newtown	\$100,000 per teacher, no right to decline.
Redding	1 times teacher salary, no right to decline.
Ridgefield	1 ½ times teacher salary, no right to decline.
Shelton	1 time employee salary, \$50,000 coverage minimum, no right to decline.
Sherman	2 times employee salary, no right to decline.
Stamford	\$50,000, no right to decline.
Stratford	\$40,000, no right to decline.
Trumbull	\$50,000, no right to decline.
Weston	\$150,000, no right to decline.

Imputed Income Avoidance

Westport	1 ½ times annual salary, no right to decline.
Wilton	No provision
Region 9	\$50,000, no right to decline.

ISSUE

#6

Fairfield County

CHANGE OF CARRIERS

Norwalk

No provision

Bethel

The Board shall make available to teachers Group Health and Life Insurance Plans. The Board reserves the right to change plan administrators or insurance carriers or to self-insure or fully insure, provided that the new coverage is comparable to the previous coverage and includes at least 80% of the hospitals and physicians who were in the preferred provider network of hospitals and physicians which existed immediately before the change of insurance carrier. Prior to making such change, the Board will consult with and explain the changes to the Association.

Bridgeport

The Board shall provide and pay for the following insurance for all teachers, spouses and eligible dependent children.

- A. An Open Access Plan (“OAP”) health insurance Plan will be provided with the following co-pays:

In-Network:

- ❖ Home and Office
 - Effective July 1, 2011: \$25
 - Effective July 1, 2012: \$30
 - Effective July 1, 2013: \$30
- ❖ Specialist
 - Effective July 1, 2011: \$30
 - Effective July 1, 1012: \$30
 - Effective July 1, 2013: \$35
- ❖ Hospital Inpatient: \$250
- ❖ Hospital Outpatient: \$125
- ❖ Emergency Room:
 - Effective July 1, 2011: \$100
 - Effective July 1, 2012: \$100
 - Effective July 1, 2013: \$125
- ❖ Urgent Care
 - Effective July 1, 2011: \$30
 - Effective July 1, 2012: \$40
 - Effective July 1, 2013: \$50

Out of Network:

- ❖ \$2,000/\$4,000 deductible

Change Of Carriers

- ❖ \$4,000/\$8,000 out-of-pocket maximum
- ❖ 80/20 co-insurance

Premium Cost Share: Effective July 1, 2011: 14%;
Effective July 1, 2012: 15.5%; Effective July 1,
2013: 17%

- B. Or as a voluntary option to the OAP the teacher may elect a High Deductible Health Plan (HDHP) with a Health Savings Account (HSA):

In-Network:

- ❖ \$2,000/\$4,000 (single/family) deductible in-network with board contribution of 50% towards the employee's deductible
- ❖ \$1,000/\$2,000 (single/family) Board contribution to deductible payable over the year into the HSA in equal contribution amounts
- ❖ 100% coverage in-network
- ❖ RX included as any other coverage
- ❖ 100% preventive care without deductible

Out-of-Network:

- ❖ \$2,000/\$4,000 single/family deductible out-of-network with board contribution of 50% towards the employee's deductible
- ❖ \$1,000/\$2,000 (single/family) Board contribution to deductible payable over the year into the HSA in equal contribution amounts
- ❖ \$3,000/\$6,000 maximum out-of-pocket out-of-network
- ❖ 60% coverage out-of-network
- ❖ RX included as any other coverage
- ❖ 100% preventive care without deductible

HSA terms including Premium Cost Share may be modified at Board discretion, with advance notice to and discussion with the BEA, to make plan more attractive and/or favorable to the members as a whole.

Premium Cost Share for HAS: Effective July 1, 2011 through July 1, 2014: 14%

Change Of Carriers

Teachers will be given information sessions at least sixty (60) days prior to enrollment deadline to become informed of the details of the plan.

Enrollment date for HSA will be annually.

Brookfield

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 and coverage, as stated in the plan of benefits, is 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 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 of the top 100 physicians, in terms of encounters (number of visits). Of the physicians who are not in this network match, no more than three such physicians can be in any one specialty or discipline. In addition, 90% of the general hospitals in the State of Connecticut, which shall include Danbury Hospital, New Milford Hospital, Yale-New Haven Hospital and Waterbury Hospital, shall be in the network for the program under consideration.

The Association shall be consulted regarding any proposed insurance carrier change. Any dispute regarding "equivalent to or better" shall be resolved in the grievance procedure at the arbitration level, prior to implementation of any such change. In any event, no change in carrier for a specific type of coverage will be made more frequently than once in any two-year period. The foregoing

Change Of Carriers

provisions apply to unilateral changes in carriers by the Board.

CES

Prior to any change in insurance plans or carriers, the Representative Council shall notify and consult with the Association.

Any change in insurance carriers or plans shall not reduce the level of benefits or change the nature of the administration of such benefits.

A representative of the insurance carrier shall meet with the President of the Association and/or his/her designee and the Executive Director and/or his/her designees to explain any proposed changes. The Representative Council shall make available to the Association all necessary information in order to facilitate any meeting(s) with any insurance representative.

If the President does not approve of a proposed change as recommended by the Executive Director, he/she shall submit a written statement detailing the reasons for such disapproval. The statement shall specifically list the reductions in the level of benefits and/or administration inadequacies to which he/she objects.

The Association must submit this written statement within thirty (30) days of the meeting(s) with the insurance representative(s). An extension shall be granted for an additional 30 days upon written request from the Association.

Danbury

The Board may change the carrier for the insurance plans above, provided that the new plan is substantially equal to or better in coverage, benefits and function to members of the bargaining unit. The Association shall be consulted regarding any proposed insurance carrier change. Any dispute regarding "substantially equal" shall be resolved through the grievance procedure at the Arbitration Level, prior to implementation of any such change. In any event no change in carrier for the specific type of coverage will be made more frequently than once during the life of this Agreement.

Change Of Carriers

Darien

The Board, after consultation with the Association, may change insurance carriers or self insure in whole or in part at any time, providing coverage will be made available at a level that is substantially equivalent to the level of covered services available under the plans in effect as of the effective date of this Agreement, subject to the terms and conditions set forth in the Plan and in this Article.

Easton

The Board shall retain the full authority to change health plan administrators for the above-listed coverages at any time, provided that the coverage and services provided by the new administrator will be substantially equivalent to that provided by the previous administrator. The Board agrees to inform the Association of any such change in administrator thirty (30) days prior to the institution of the change. Included with the notice of change will be information showing comparability of coverage.

It is not the intention of this section to allow exclusion of a class of benefit coverage by a new administrator, which was provided by the previous administrator.

If a health plan administrator has a restricted or preferred list of health providers, a successor administrator will be deemed substantially equivalent if at least 90% of the providers listed on the former plan are contained on the successor administrator's list

Fairfield

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.

Change Of Carriers

Greenwich

The Board may change the plans of insurance, in whole or in part, and also the third party administrator, provided that if the Board desires to do so, the Board shall give the Association no less than sixty (60) days notice and also provided that the benefits, coverages, and third party administrator shall be equal to or better than the then existing insurance. The Association may grieve any disagreement that the insurance meets the standard of equal to or better, except that the fact of a change in the size or scope of the in-network providers shall not require a finding that the insurance is not equal to or better than the then existing insurance if the proposed insurance has adequate in-network providers in number and quality within the area served. No change shall be implemented until the grievance procedure has been exhausted.

Monroe

The Board shall have the right to change and/or select insurance carriers other than those referred to herein or to self-insure in whole or in part so long as the benefits available remain unchanged and the quality and efficiency of service will not be diminished. A grievance based on an alleged violation of this Section 2 shall be introduced at the Board Level (Level Three).

New Canaan

After consultation with the Association, the Board reserves the right to change insurance carriers/administrators so long as such change results in employees retaining coverage, benefits and service substantially equal to those provided for in this Article. Network equivalence shall not be a factor in considering substantial equivalent in coverage and benefits, provided that there is no disruption of physicians of greater than fifteen percent (by visit).

New Fairfield

Notwithstanding anything to the contrary above in this Article, the Board specifically reserves the right to change insurance carriers or to partially self insure so long as such change results in teachers retaining coverage and benefits substantially equal to those provided for in Sections 51.1 and 51.2 of this Article. Benefits and coverage include length of time the involved carriers take to process claims and the acceptability of the involved carriers to health care providers. Once the Association has been notified and provided with the certification, the Association has thirty

Change Of Carriers

(30) days to examine the new insurance carrier's policy and, if necessary, object to the change in writing. If the parties are unable to resolve informally the matter within the following twenty (20) days, the contractual grievance procedure shall be utilized by the Association. Network equivalence shall not be a factor in considering substantial equivalence in coverage and benefit if the disruption in doctor utilization (by visit) is fifteen percent or less.

Newtown

The Board reserves the right to study alternative health insurance plans with different carriers and to change insurance carriers on health insurance provided the following steps occur:

1. The plan suggested as an alternative must contain coverage and benefits and administration comparable to the plans presently in place at no additional cost to the employee, and such alternate plan must be subject to the rules and regulations of the State Insurance Commissioner's Office.
2. The Union shall have an opportunity to study the proposed plan for a period of thirty (30) calendar days.
3. If at the end of the aforementioned thirty (30) calendar days there is a disagreement between the parties on whether or not the plan offers the requisite coverage, benefits, portability, and administration, then the issue will be sent to a mutually selected arbitrator. If the parties are unable to agree on an arbitrator, the American Arbitration Association shall be required to appoint an arbitration with expertise in the health insurance field in accordance with its rules and regulations. The decision of the arbitrator shall be binding on the parties. If the arbitrator rules that the Board's proposed alternate carrier meets the criteria outlined in Section 28.1.1.1 and the Board changes carriers, the standards outlined in 28.1.1.1 must be maintained during the life of the contract. The Union shall retain the right to ask the arbitrator to reinstate the original carrier if the standards outlined in 28.1.1.1 are not maintained.

Change Of Carriers

- Redding
- During the life of this contract, the Board may desire a change in insurance carriers. Before a change is implemented, the Board shall present the proposed change to the Association. Any such change must result in coverage substantially equivalent to that provided herein. The Association shall have forty-five (45) calendar days to review the proposed change if they receive notice during the work year, otherwise the Association shall have sixty (60) days to review the proposed changes. If no agreement is reached between the parties, the matter shall be decided by an arbitrator with expertise in insurance matters. If the Association fails to respond within forty-five (45) or sixty (60) calendar days, whichever is applicable, the Board may implement such proposed change without further input from the Association.
- Ridgefield
- The Board reserves the right to change plan administrators or insurance carriers or to self-insure or fully insure, provided that the new coverage is substantially equal to the previous coverage, benefits and quality of service and includes at least 85% of the hospitals and physicians (by visits) that were in the preferred provider network of hospitals and physicians which existed immediately before the change of insurance carrier. The Association shall receive no less than thirty (30) days notification prior to any change of carriers.
- Shelton
- The Board reserves the right to change the carriers for the insurances listed above, provided that the level of benefits is equal to or better than the previous coverage. Prior to making such change the Board will consult and explain the change to the Association. Any grievance under this Section shall be submitted at Level 3 of the Grievance Procedure.
- Sherman
- The Board reserves the right to change insurance carriers as long as such change results in teachers retaining coverage and benefits at least substantially equal to those provided in Section A of this article and Appendix E. The Board will provide notice to the Association at least ninety (90) days prior to implementation of any such change. Any dispute regarding "substantially equal" shall be resolved through the grievance procedure beginning at the arbitration level,

Change Of Carriers

provided that such arbitration shall be conducted in accordance with the Expedited Labor Arbitration Rules of the American Arbitration Association if either party so requests.

Stamford

All employees covered by this Agreement shall be provided with the following coverages, which may be provided by the indicated carriers or by other carriers. The carrier for any of the coverages may be changed provided that the benefits, service, and administration shall remain equivalent. If the parties are unable to reach mutual agreement as to a proposed change, the dispute shall be submitted directly to expedited binding arbitration prior to any change in carriers.

Stratford

Nothing in this Agreement shall be construed to prohibit the Board from changing insurance carriers, provided that any such change will be equivalent to the present coverage. For this purpose, the term "equivalent" means equal or better in function and benefits to members of the bargaining unit. The Association will be notified and consulted regarding any proposed change of insurance carrier not less than ninety (90) days prior to any implementation. Any dispute regarding "equivalency" shall be resolved through the grievance procedure at the Arbitration Level, prior to implementation of any such change. In any event, changes in any carrier for a specific type of coverage will be made no more than once in any two-year period.

Trumbull

In the event the Board decides to change carriers during the term of this Agreement or to self-insure in whole or in part, the Board will provide the same coverage described above or their equivalent and will give the Association notice of its decision at least thirty (30) days in advance of its implementation.

Weston

There shall be established a joint committee composed of three (3) teachers for the purpose of periodically monitoring the performance of the health insurance program. In the event that the coverage provided in Schedule C becomes unavailable or cannot be effected through no fault of either party, or if the exact or improved coverage becomes available through another carrier on a more economical basis, then a substitution program and carrier acceptable to

Change Of Carriers

both parties shall be negotiated. In the event that no agreement can be reached on a substitute program and carrier, then the issue shall be referred to a single arbitrator approved by the American Arbitration Association for a hearing. The decision of the arbitrator shall be final and binding and no change in program or carrier shall be effected until the arbitration process has been completed.

Westport

The Board of Education at its sole discretion may change the identity of carriers or administrators contracted to provide or to administer medical, prescription drug, dental, vision and/or life insurance in whole or in part. Prior to changing vendors under this section, the Board shall notify the President of the Association at least thirty (30) days in advance of the nature of the proposed change and the reasons therefore.

During the next ensuing thirty (30) day period, the parties shall meet and the reasons for the proposed change shall be more fully explained. Any changes in the identity of the carriers or administrators contracted to provide or to administer medical, prescription drug, dental, vision and/or life insurance benefits in whole or in part must provide substantially equal coverage, benefits and service to the members of the bargaining unit and their dependents at no additional cost, and any claims then or thereafter that this is not the case may be the subject of a grievance under the controlling grievance procedures. If, during the thirty (30) day period set forth above, the parties cannot agree that this is the case, either the Board or the Association may invoke arbitration as provided under this Agreement for the purpose of determining whether the proposed change or changes will, in fact, provide equal benefits, at no additional cost to covered employees or their dependents. Network equivalence shall not be a factor in considering substantial equivalence in coverage, benefits and service, provided that there is no disruption of physicians of greater than fifteen percent (by visit). A change in formulary shall be considered equivalent if at least 90 of the 100 drugs most commonly used by Westport teachers shall be included in the formulary. Any arbitration under this clause will be final and binding as provided by the contract, preferably before an arbitrator experienced in insurance matters.

Change Of Carriers

Wilton

In each year of this Agreement, the Board will pay to the appropriate insurance carriers or administrators, premiums for life insurance and health insurance based on network plan substantially equal to the program in effect for the year July 1, 2012 through June 30, 2015 as specified below unless a change in said program is agreed to by the Board and the Association.

Region 9

Nothing in this Agreement shall be construed to prohibit the Board from changing insurance carriers, provided that the coverage and benefits provided are substantially equivalent to those currently offered.

The Association shall receive no less than thirty (30) calendar days notification prior to any change of carriers.

ISSUE

#8

TEACHER ASSIGNMENT

Norwalk

The best interest of students and the educational program are paramount in the assignment and transfer of certificated personnel. Assignments shall be made after every reasonable effort has been made to meet the requests and preferences of certificated personnel. Assignments made would be changed only in the best interest of the school system.

Teachers shall be notified in writing of their tentative assignments for the coming year no later than June 1. Prior to July 15, such notices shall be in writing and shall include the name of the school, grade or subject matter and any special or unusual circumstances. Consultation between the Superintendent and the Federation shall begin no later than June 15 to discuss the staffing for the succeeding year.

To the extent possible, changes in grade assignment in elementary schools, and in subject assignments in secondary schools, shall be voluntary, and, in any case, shall not be effected or announced without a prior personnel conference at the commencement of which the reason(s) for the proposed change shall be provided to the individual teacher(s) involved with the exception that, if an individual is not available for a conference, having been notified ten (10) days before by registered mail with a return receipt requested, such a change may be made in the best interest of the school system.

In arranging schedules for certificated personnel who are assigned to more than one school, an effort shall be made to limit the amount of inter-school travel.

No regularly assigned certificated teacher shall be used involuntarily as a substitute teacher except in case of emergency when no substitute is available after a diligent search. If the Board has reasonable notice and opportunity to obtain a substitute, the Board shall engage a substitute, and a regularly assigned certificated teacher shall not be involuntarily assigned as a substitute. Whenever a certificated employee is assigned as substitute teacher more than three times a year, they shall be paid \$24.48 in 2010-2011; \$24.97 in 2011-2012; and \$25.47 in 2012-2013 per

Teacher Assignment

class period. Such payment will take place only after a teacher has actually worked as a substitute for three periods in that year. The above payment will be limited to Seventeen Thousand Five Hundred Dollars (\$17,500.00) per year.

The school ratio, with regard to the number of students in classes and assignment of teachers, shall be set no later than three weeks after the opening of school.

Half-time teachers seeking full-time assignments will be given preference in accordance with their seniority (i.e. number of school years of service), if the qualifications of the half-time teacher and any other candidates are substantially equal.

Bethel

The Board and the Association agree that there should be an equal inter-departmental distribution of teacher responsibility in regard to class size and teaching load. Therefore, it shall be the policy of the Board to:

- (a) Wherever feasible and subject to the circumstances which exist regarding staff and facilities, strive for an optimum of 25 pupils to a class. In determining class size and distribution, the Administration shall take into consideration students identified through testing and/or PPT meetings, as having special needs and requiring special attention.
- (b) Wherever feasible and subject to the circumstances which exist regarding staff and facilities, limit study halls to a ratio of one teacher for the first 30 students and one paraprofessional for every additional 20 students.
- (c) Attempt to maintain the size of all classes in the best interests of the children involved in the educational programs of the Bethel School System as determined by the building principal and Superintendent.
- (d) Wherever feasible and subject to the circumstances which exist regarding staff and facilities, Physical Education classes shall be formed according to specific grade levels.

Teacher Assignment

- (e) Departmentalized teachers shall not be required to teach more than two academic subjects or to have more than three teaching preparations within said subjects or combination of subjects at any one time. This limitation shall not apply to the additional courses a teacher has volunteered for and has been assigned to teach beyond the regular teaching work load.

Bridgeport

- a. Assignment

For purposes of this section, assignment shall mean the placement of a teacher in a particular grade or subject area within a school, or, for teachers who normally are assigned to more than one school, the schools to which said teacher is assigned.

- b. Change of Assignment

For purposes of this section, change of assignment shall mean the change of a teacher's assignment to another grade or subject area within the same school, or, for teachers who normally are assigned to more than one school, a change in the school or schools to which said teacher is assigned.

- c. Transfer

For purposes of this section, transfer shall mean the relocation of a teacher from one school to another school where such teacher is normally located in only one school.

Policy

The assignment and transfer of teachers within the school system is the responsibility of the Board acting through the Superintendent of Schools or his designee. The Board shall make a reasonable effort to meet reasonable requests and desires of individual teachers involved, with regard to assignments and transfers, to the extent that such wishes do not conflict with the instructional requirements and best interests of the school system and the pupils.

This transfer and assignment policy shall be fairly and equitably applied with full advanced posting of administrative and staff openings which the Board desires to fill, in accordance with past practice.

Teacher Assignment

Teacher assignment and transfers shall be made without discrimination in regard to race, creed, color, religion, nationality, sex or marital status.

Assignments

- a. Teachers shall be notified in writing by their principal by June 1 to the extent possible of their tentative assignments for the coming school year.
- b. Change of assignments will be voluntary to the extent possible but shall be subject to the Policy as set forth in subsection 2 above. A change of assignment shall not be effectuated or announced without a prior, personal conference with the individual involved except when a teacher is unavailable during the summer.
- c. During the summer months, teachers shall be notified in writing at the address on file with the Board of Education of any change of assignment.
- d. In arranging assignment and schedules for teachers who are assigned to more than one school, an effort shall be made to limit the amount of interschool travel.
- e. In determining an assignment seniority will be respected to the extent it does not conflict with the instructional requirements and best interest of the school system and pupils as set forth in Section 7.4.2, Policy, above.

Brookfield

The assignment of teachers within the school system is the responsibility of the Superintendent of Schools.

- (a) Teachers shall be notified in writing of the grade, subject(s), position, and school(s) to which they will be assigned as soon as practicable and under normal circumstances not later than two weeks prior to the last scheduled work day of the current school year, provided the Board of Education budget has been finally approved for the ensuing fiscal year. In the event of a change in circumstances or conditions after assignment notification, assignments may be

Teacher Assignment

changed as required to meet the situation, and the teacher will be notified as soon as possible.

- (b) When making a change in assignment, the Principal shall notify the teacher of the assignment and if the teacher requests, discuss the assignment and provide reasons for the change. If desired by the teacher, the reasons will be in writing.

When making a change in assignment, the needs of the students, the competence of the teacher, experience pertinent to the assignment, preparation, years of continuous teaching experience in the Brookfield School System, any special needs of the District, and the tasks set forth in the job description shall be considered.

All assignments are tentative until such time as the Board's budget is approved by the town.

The BEA President shall be relieved of all duties beyond normal instructional duties or duties associated with his or her instructional or classroom duties.

CES

Under normal circumstances assignments, including transfers, shall be issued to teachers along with the annual salary notices for returning teachers prior to July 1 of each fiscal year. Any changes of assignment which occur during the summer months shall be conveyed to the affected teachers as soon as practicable, and generally within ten business days.

Danbury

- A. Teachers. (1) Teachers initially joining the Danbury School system shall receive their school assignment from the Superintendent's office.
 - (2) Teachers already in the system shall receive notification of their teaching assignments for the ensuing school year not later than June 1 of the then current school year.
 - (3) Teachers shall be notified in writing of any changes in their teaching assignments and schedules, including the schools to which they will be assigned, the grades and/or subjects that they will teach, and any special

Teacher Assignment

or unusual classes or assignments that they will have. In the event of a change in needs, circumstances or conditions such assignments may be changed as required to meet the situation.

(4) In order to assure that pupils are taught by Teachers working within their areas of competence, Teachers shall not be assigned, except in accordance with the regulations of the State Board of Education, to subjects and/or grades or other classes outside the scope of their teaching certificate.

(5) In the determination of assignments, the convenience and wishes of the Teacher will be honored to the extent that these considerations do not conflict with the instructional requirements and best interests of the school system and the pupils.

B. The Board may assign individual Teachers in certain assignments to begin and end their working day at different times for reasons related to their professional responsibilities, provided that the overall length of the Teacher's day shall not exceed the working day of regular classroom Teachers in the same school. Prior to making any such alternative assignments, the Superintendent or his/her designee shall confer with the Association regarding the assignment(s) and the Teachers potentially affected. The Superintendent or his/her designee shall then offer the alternative assignment to the potentially-affected teachers on a voluntary basis and, if necessary, shall then make alternative assignment by inverse order of seniority.

Darien

No provision

Easton

The Superintendent or his/her designee shall make assignments and reassignments of teacher personnel that are in the best interests of the school system and in doing so shall consider a teacher's length of service, qualifications, the input of the impacted teacher, and the number of times

Teacher Assignment

the teacher has been reassigned in the previous five (5) years.

Prior to formalizing an involuntary reassignment, the principal shall meet with a teacher to discuss the reasons necessitating the reassignments and to afford the teacher an opportunity to respond.

As soon as practical, a reassigned teacher will be provided all extant written curricula and related materials, and to the extent that the timing of a reassignment allows, the teacher shall be afforded an opportunity to observe a classroom in the areas of the new assignment and to be given access to available funds to purchase materials and supplies needed for the new assignment.

Assignment Notification

- (a) Teachers shall be notified in writing of their programs for the coming school year, including the schools to which they will be assigned, the grades and/or subjects that they will teach, and any special or unusual classes that they will have, as soon as practicable and under normal circumstances not later than June 1, assuming that a budget for the succeeding school year has been approved by the Town meeting. If a budget is not passed by June 1, teachers shall be notified of their assignment within two (2) weeks of the approval of the Town budget, provided there are no other unforeseen circumstances.
 - (b) The Superintendent will furnish in writing to the Association president a list of all staff not notified of their assignment by June 1 in accordance with this section. Such list will include the reasons why the Superintendent has been unable to meet the June 1 deadline.
 - (c) During the summer months, teachers shall be notified in writing at the address on file with the Board of any change of assignment.
- Fairfield
- a. All scheduled teaching assignments during the school day, together with the usual assignments as the supervision of home rooms, study halls,

Teacher Assignment

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.

Greenwich

- 1. The Administration shall post on the district website with a copy to the Association by April 1st in each year vacancies anticipated for the next school year. Any teacher wishing to be considered for any of the anticipated vacancies shall file his/her written request in the personnel office by April 15th. The Administration shall notify all staff of placements for the coming school year by June 1st whenever feasible. Additional postings on the district website will be made during the summer months as positions become available.
- 2. For all involuntary and voluntary transfers, availability of persons who have indicated a desire to transfer; length of service in the Greenwich Public Schools; certification; teaching level (e.g., primary, intermediate, etc.); and area of teaching shall be among the factors to be considered. All other conditions being equal current staff members shall be given preference over outside candidates.

Teacher Assignment

3. No transfers or re-assignments shall be made in an arbitrary or capricious manner.
4. An involuntary transfer shall not be used to reduce the person being transferred in rank, seniority, or total compensation; provided, however, that reduction in total compensation arising out of any extra duties as set forth in Appendices B or C to this Agreement shall not be protected by this provision.
5. Information concerning all open positions shall be made available at the personnel office to all teachers being transferred.
6. Any coach wishing to change his/her coaching position shall file his/her written request in the personnel office on or before January 1st and written notice of the action taken on such request shall be given to the coach by the Superintendent not later than June 1st.
7. Promotions, assignments, and transfers shall be made without regard to age, race, creed, color, religion, nationality, sex, marital status, or membership in or holding office in the Association.
8. Each teacher shall have the opportunity at least once in every five (5) year period at the request of either party to meet with the Administration to discuss the possibility of a change in assignment or location.

[NOTE: *Ask Tom about Appendix F-1*]

Monroe

Notification

Teachers shall be notified of their programs for the coming school year, including the schools to which they will be assigned, the grades and/or subjects that they will teach, and any special or unusual classes that they will have as soon as practicable and under normal circumstances not later than June 30th annually. Teachers shall be notified in writing of any changes in their programs no later than

Teacher Assignment

August 15, where administratively possible. Reasons for such changes shall be included in the written notification referred to above.

Changes in Grade/Subject Assignment

- (a) Changes in grade assignment in the elementary school and in subject assignment in the Middle and Secondary schools shall not be effected or announced without an opportunity being afforded for a prior personal conference with the individual involved.
- (b) A teacher shall not be involuntarily changed in grade/or subject assignment without a reasonable basis.

Temporary Assignment

The Superintendent may make temporary assignments to meet staffing problems and other temporary scheduling difficulties consistent with Paragraphs 1 and 2 of Article VIII.

Permanent Assignment

No teachers shall be permanently assigned to a subject and/or grade or other classes outside the scope of their Connecticut Teaching Certificates and/or their major or minor fields of study.

New Canaan

The Board of Education delegates to the Superintendent the responsibility for assigning staff to schools in accordance with their qualifications and the needs of the school system. This provision is designed to provide a means of arriving at decisions concerning the assignment and transfer of staff. The provision applies at the time of initial appointment and also when reassignment is required by the administration or requested by a staff member.

Full time positions will ordinarily be filled with full time teachers and the availability of these positions will be posted when they occur. Applicants from all sources will be accepted. Final selection will depend on certification, formal preparation and experience as they relate to the position.

Teacher Assignment

Compensation for part-time teachers will be related to the actual teaching assignment. Part-time teachers will be expected to attend faculty meetings as well as major professional meetings of the school system. Part-time teachers may be required to attend full in-service day programs, and such part-time teachers who have a less than .5 assignment (or other part-time teachers who do not receive insurance benefits) shall receive their pro-rated per diem for that day.

In scheduling, administrators shall make every effort to make teacher loads as equitable as possible. By October 1st a firm list of teacher loads shall be distributed to the Board of Education, the Administrative Council, and the NCEA. If inequities in teacher load exist within or among departments, the administration (at the direction of the Board of Education) and the NCEA will investigate causes and find satisfactory solutions.

When assigning students receiving special education services to mainstream classes, administrators should, to the extent possible, distribute those students equitably among the teachers within the grade level or department concerned.

New Fairfield

Teachers initially employed by the Board shall receive their building grade and/or subject assignments from the Superintendent or his designee.

Under normal circumstances, teachers already in the system shall receive notification of their programs for the ensuing school year by June 1.

The Superintendent shall have the right to make assignments within individual schools. In making such decisions, the Superintendent shall consider teacher preferences submitted in accordance with Section 11.6 below. No change in assignment shall be arbitrary.

Teachers shall be notified in writing of any changes in their programs and schedules for the ensuing school year, including the schools to which they will be assigned, the grades and/or subjects that they will teach and any special or unusual classes or assignments that they will have. In the event of a change in circumstances or conditions from

Teacher Assignment

the end of the school year through August (resignations, death, promotions, leave of absence, a reduction in the Board's requested budget of such magnitude as to require a reassignment of pupils and staff similar to what would be required by a change in enrollment, and change in enrollment) such assignments may be changed only as required thereby, with prompt notice in writing to both the teacher and a representative of the Association as designated in writing to the Superintendent.

Teachers who desire a change in grade and/or subject assignment shall file a written statement of such desire with the Superintendent not later than March 1st. Such statements shall include the grade and/or subject to which the teacher desires to be assigned (in order of preference if the teacher has a preference).

Because of the trust, mutual responsibility, and non-threatening relationship that must be present between client and counseling personnel for effective counseling to take place, the school counselor, school psychologist, school psychotherapist, and school social worker should not be assigned lunch duty, supervision of study halls, or other school duties that require them to administer discipline to students. However, the school counselor, psychologist, psychotherapist and social worker should be actively involved with discipline cases at a counseling level.

In arranging schedules for teachers who are assigned to more than one school, reasonable effort shall be made to limit the amount of inter-school travel.

Every effort will be made to provide teachers already in the system of schedules of classes and study halls by August 15.

Newtown

Teachers initially employed by the Board shall receive their building assignments from the Superintendent's office. Grade and/or subject assignments shall be given to the new teacher by August 1 or at the time of hiring, whichever is later.

Teachers already in the system shall receive notification of their grade levels, programs, subjects, and room assignments for the ensuing school year no later than fifteen

Teacher Assignment

(15) days prior to the end of the school year, including any unusual classes and assignments. All such assignments, programs and schedules shall be tentative until such time as the Board's budget is approved by the Town. Thereafter, teachers shall be notified promptly, in writing, of any changes in their program and schedules for the ensuing school year, including the schools to which they will be assigned, the grades and/or subjects that they will teach, and any special or unusual classes or assignments they will have. Wherever possible, materials for programs shall be made available to each teacher prior to the teacher assuming responsibility for the program.

In the determination of assignments, the convenience and wishes of the teacher shall be honored to the extent that these considerations do not conflict with the instructional requirements and best interest of the school system and the pupils as determined by the Principal and/or Superintendent, as may be appropriate.

On or before April 1 of each school year, time shall be devoted at a faculty meeting in each elementary school for the principal to share with the faculty his plans for the procedures to be followed in scheduling and the making of assignments for the coming year. At that meeting, the principal shall invite the faculty's feedback and ideas. Promptly after the meeting, elementary teachers shall be given an opportunity to fill out a preference sheet regarding grade level assignments.

Teachers shall be given an opportunity to discuss their assignment preferences with their principal. In the determination of assignments, the convenience and wishes of the teacher shall be honored to the extent that these considerations do not conflict with the instructional requirements and best interest of the school system and the pupils as determined by the Principal and/or Superintendent, as may be appropriate.

A copy of teaching schedules, including non-teaching assignments, shall be available at each school.

All cafeteria duties shall be rotated on an equitable basis as determined by the principal and/or Superintendent, as may be appropriate.

Teacher Assignment

Bus duties shall be rotated on an equitable basis in each school.

There shall be equity in teachers' assignments pertaining to class size for the same subject, e.g. CPA College Prep A.

In arranging schedules for teachers who are assigned to more than one school, every reasonable effort shall be made to limit the amount of inter-school travel.

The Board shall make every reasonable effort to assure that pupils are taught by teachers working within their areas of competence. Teachers will not be assigned, without their consent, to subjects or grade levels outside the scope of their teaching certificates. This section shall not preclude the Board from hiring teachers holding temporary emergency permits, nor shall it preclude the Board from making temporary assignments (of not more than fifteen (15) days' duration, with one extension of an additional ten (10) days if such extension is acceptable to the teacher involved) to meet emergency conditions.

Teacher assignments shall be made without regard to age, race, creed, color, religion, sex, nationality or marital status.

No teacher will be regularly assigned more than five (5) instructional periods per day, on a weekly average, without his/her consent. A teacher who consents to regularly teaching more than five (5) instructional periods per day, on a weekly average, shall be compensated at the rate of 1-7th of his/her daily rate per period. This Section shall be applicable only to the intermediate, middle and high schools.

In lieu of a duty a teacher may be assigned to the learning and/or tutorial center to work with students within the area of their certification.

Redding

Newly created positions and vacancies of positions, except those created by leaves of absence, shall be filled pursuant to the following procedures:

- A. The existence of vacancies in the Redding Elementary School and the John Read Middle School shall be adequately publicized by the

Teacher Assignment

Superintendent within the school system, including a posted notice in every school as far in advance of the date of filling such a vacancy as possible (preferably thirty (30) days and in no event less than two (2) weeks in advance, except for vacancies occurring in the last two (2) weeks preceding the start of the school year where posting requirements shall be waived). Where the need to fill a vacancy or position arises during the summer months, notification by mail will be forwarded to the REA and to those teachers who have indicated a preference for the vacant position in accordance with subparagraph D, Article VII.

- B. Said notice of vacancy of position shall clearly set forth the qualifications required for the position.
- C. If a teacher should notify the Board that he or she is not returning from a leave of absence, or is resigning his or her employment and the Board determines it will fill the position, the position is to be declared vacant, and the procedure outlined in section A above shall apply except where, because of a late notification, the vacancy must be filled in a quicker manner in order to provide for continuity of instruction.
- D. Teachers may indicate their preferred assignments for the coming year by filing a notice with the Superintendent by March 1st of the current school year.
- E. Teachers who desire to apply for such vacancies of position shall file their application in writing with the Superintendent within the time limit specified in the notice.
- F. Unless there is a better qualified applicant from outside the system, as to which the Board or its designated representative shall be the judge, preference shall be given to (a) the candidate or candidates from within the system, and (b) in the event of more than one equally qualified candidate within the system, the seniority in the system.

Teacher Assignment

- G. Teachers shall be notified in writing of their teaching assignments for the coming school year as soon as practical and, under normal circumstances, not later than June 1. Notification shall include the school to which assigned, the grade and/or subjects to be taught and any special or unusual assignments that they will have. Thereafter, teachers shall be notified in writing as soon as practical of any changes in their programs or schedules that subsequently may become necessary.
- H. The Board, or its designee, will attempt to minimize involuntary reassignments. If the teacher to be reassigned so requests, the reasons for the reassignment will be reduced to writing. If the teacher so desires, a meeting will be held between the teacher and the assigning administrator to discuss the involuntary reassignment. If the involuntary reassignment of a teacher requires the teacher to teach a subject for which the teacher has no experience, or no recent experience and if the Superintendent determines, in his/her sole discretion, a refresher course is warranted, the Board will provide full tuition reimbursement for the course prior to or concurrent with the reassignment.

Ridgefield

No provision

Shelton

The term "transfer" shall refer to a change in building assignment, except for teachers who are not typically assigned to a particular building. The term "assignment" shall refer to the grades and/or subjects teachers teach.

Teachers shall be notified in writing of any change of their assignment in the coming year, including schools to which they will be assigned and the grades and/or subjects which they will teach, not later than five (5) days prior to the end of the school year, or as soon as practicable but prior to the end of the school year. In the event that a change of circumstances or events arises during the summer months, such as cancellations, death, illness, vacancies or moves from the community such assignments may be changed with as much advance notice to the teacher as possible.

Teacher Assignment

In assigning schedules for teachers who are assigned to more than one (1) school, every effort shall be made to limit the amount of inter-school travel. Whenever possible, such teachers shall be notified of any change not later than five (5) days prior to the end of the school year or as soon as practicable but prior to the end of the school year.

Any teacher desiring a change in assignment within a given school (from one grade to another) shall make known his or her desire in writing to the principal of his or her school by March 15.

Teachers interested in voluntary transfers to positions in other schools within the system shall make known his or her desire in writing to the principal of his or her school by March 15 of each year. The principal shall forward such requests to the Superintendent by April 1 of each year and an interview will be granted if a position is vacant for which the teacher is applying.

In the event circumstances warrant a transfer or change of assignment during the school year, the Superintendent hereby reserves the right to effectuate such transfer or change in assignment after prior conference with the teacher(s).

Any teaching vacancy shall be publicized through the school district's e-mail system and on the school district's website both during the school year and in the summer months. Teachers who desire to apply for such vacancies shall file their applications in writing with the office of the Superintendent within ten (10) school days of the time said vacancy is posted. Teachers currently assigned within the system shall be eligible to be considered for positions that become vacant during the school year, provided that, if selected, such teachers shall complete that year's assignment and assume the duties of the new position at the start of the new school year, subject to the provisions of this Article.

Involuntary transfers caused by position eliminations will be made on the basis of system-wide seniority within the affected school to this extent. System-wide seniority shall govern unless certification dictates otherwise.

Teacher Assignment

Sherman

Vacancies in teaching positions shall be posted in the main office work room and via email by the Superintendent or his/her designee within twenty-one (21) days after the vacancy becomes known. During the summer months, notification will be made by mail to the SEA President. Notification shall include qualifications required for the position. Teachers who desire to apply for such vacancies shall file applications in writing within the time limit specified in the notice. Assignment to positions and transfer within the Sherman system shall be determined by the Superintendent or his/her designee.

The Board realizes that from time to time teachers may desire a change in their teaching assignments. The Board urges teachers to discuss matters of this nature with the Superintendent or his/her designee. Whenever practical and whenever it is in the best interest of the school system, the Board will attempt to honor such requests.

Stamford

- A. The assignment of unit members within the school system is the responsibility of the Superintendent of Schools. Assignments shall be made only after every reasonable effort has been made to meet the reasonable requests and desires of any unit member concerned.
- B. Unit members shall be notified of their programs for the coming school year, including the schools to which they will be assigned, the grades and/or subjects that they will teach and any special or unusual assignments that they will have, and any extra pay assignments they shall be responsible for, as soon as practicable and under normal circumstances, not later than June 15th.
- C. To the extent possible, changes in grade assignment in the elementary schools and in subject assignment in the secondary schools shall be voluntary and in any case shall not be effected or announced without a prior personal conference with the individual involved. A change in assignment within a building unit shall be handled directly by the supervising principal or his designee, following a conference with the unit member concerned and subject to

Teacher Assignment

appeal through level three of the grievance procedure.

- (1) A unit member desiring a change in assignment for the succeeding year shall submit his/her request in writing to the building principal between March 1st and April 1st. Such request may list up to three (3) new assignments, in order of preference. In making assignments for the following year, the principal shall consider such requests.
 - (2) When vacancies occur during the school year, unit members within the building may request a change in assignment for the following year.
- (D) In arranging schedules for unit members who are assigned to more than one school, an effort shall be made to limit the amount of interschool travel. Such unit members shall be notified of any changes in their schedules as soon as practicable.

Stratford

Definition of Assignment

For purposes of this Section, assignment shall mean the placement of a teacher in a particular grade, subject area, school or for teachers who are normally assigned to more than one school, the schools to which said teacher is assigned.

Change of Assignment

For purposes of this Section, change of assignment shall mean the change of a teacher's assignment to another grade in reference to elementary teachers, or subject area in reference to specialists and secondary teachers, or for teachers who normally are assigned to more than one school, a change in the school or schools to which said teacher is assigned.

Policy

1. Transfer and assignment of teachers within the school system is the responsibility of the Board

Teacher Assignment

acting through the Superintendent of Schools or his/her designee. The Board shall make a reasonable effort to meet reasonable requests and desires of individual teachers involved with regard to assignments and transfers, to the extent that such wishes do not conflict with the instructional requirements and best interest of the school system.

2. This transfer and assignment policy shall be fairly and equitably applied.

Presently employed personnel will have first preference for any regular teacher opening; provided, however, for calendar year 2011 only, this provision shall not apply, it being the intent of the parties that the Superintendent have final discretion to fill vacancies and assign teachers following implementation of the early retirement plan at the end of the 2010-11 school year. Any vacancies for September of the following year, which are known at least one (1) week prior to the close of schools, shall be posted on the school website as far in advance as possible, but in no case less than five (5) days. It is understood that an opening at the classroom teaching level will require only one (1) posting, and that any further openings created by the filling of the initial opening will not require additional posting.

3. Notwithstanding Sections E and F of this Article, the Board reserves the right to change assignments or to make transfers which it feels are in the interests of the school system.

Assignment Notification

1. Teachers shall be notified in writing of their programs for the coming school years, including the schools to which they will be assigned, the grades and/or subjects that they will teach, and any special or unusual classes that they will have, as soon as practicable and under normal circumstances not later than one (1) day prior to the close of schools.

Teacher Assignment

2. The Board will furnish to the Association President a list of all staff that have had their assignments changed by July 1st.
3. Change of assignment will be voluntary to the extent possible, but shall be subject to the policy as set forth in the section above, as well as, staffing requirements for the school year. A change of assignment shall not be effectuated or announced without a prior, personal conference with the individual involved.
4. During the summer months, teachers shall be notified in writing at the address on file with the Board of any change of assignment.
5. In arranging assignments and schedules for teachers who are assigned to more than one (1) school, an effort shall be made to limit the amount of inter-school travel. Teachers who are assigned to more than one (1) school in any one (1) school day shall receive the current IRS rate per mile for all inter-school travel.

Trumbull

The assignment of Teachers within the school system is the responsibility of the Superintendent of Schools. In making such assignments, the reasonable requests of the Teacher concerned shall be considered.

Teachers shall be notified of their programs for the coming year, including the schools to which they will be assigned, their grades and/or subjects they will teach and any special or unusual classes that they will have, as soon as is practicable and under normal circumstances, not later than June 15. In the event of a change in circumstances or conditions during the months of June, July and August, such assignment may be changed with prompt notice in writing to the Teacher. Ordinarily such changes would be made for resignations, deaths, promotions and/or leaves of absence.

Changes in grade and/or subject assignments shall not be effected or announced without prior personal conference with the Teacher involved. Following such conference, the circumstances shall be communicated to the Teacher in

Teacher Assignment

writing and the Teacher may appeal such change(s) to the Superintendent.

A Teacher's request for assignment to another school shall be made in writing to the Superintendent by March 1 or whatever later date is set by the Superintendent. The Superintendent shall notify the Teacher in writing by June 10 of the disposition of his/her request for assignment if a disposition has been made by that date.

Whenever it is practicable and reasonable in terms of cost and educational suitability, the Board shall endeavor to hire full-time Teachers to reduce the number of part-time Teachers provided, however, that the Board retains the right to hire and retain part-time Teachers when, in its sole discretion, it is desirable to do so to reduce costs and increase flexibility in scheduling.

Weston

Initial Teaching Assignments. Teachers are hired by the Board of Education to fill specific vacancies based on the needs of the school system, their qualifications and personal interests. During the course of one's career, however, it may be necessary and/or desirable to change teaching assignments to meet the needs of the teacher and/or the Board. To provide adequate and timely input into this process, the following steps shall be employed:

1. Prior to April 1, teachers who wish a change in assignments for the next school year shall so notify the Superintendent on forms which shall be available in each school office.
2. When reasonably possible, prior to June 1, the Superintendent shall advise teachers wishing a change in assignment of the probable disposition of their request.
3. Prior to the end of the school year, all teachers shall be advised of their expected teaching assignments and programs for the forthcoming school year. In the event of a change in circumstances or conditions from the end of the school year up to the beginning of the next school year, assignments may be changed only as required thereby with prompt notice in writing to both the teacher and the Association.

Teacher Assignment

The affected teacher(s) may request a meeting with the Superintendent (or his/her designee) to understand the reasons for the change and explore alternatives. Changes in assignment shall be capable of reasoned substantiation.

Changes in Assignment During the Year. Reasonable effort will be made to avoid changes in assignment during the school year. If a Principal, Director of Pupil Services or the Superintendent determines that a change is necessary, for whatever reason, the following guidelines shall apply:

1. If a change within or between schools becomes necessary it shall be made only after the Principal, the Director of Pupil Services or the Superintendent or his designee has met with the parties involved, with reasonable notice, to discuss the reasons for the intended change. Emergencies shall be an exception to this guideline.
2. It is recognized that the responsibility and authority for making teaching assignments rest with the Administration. Changes in assignments shall be capable of reasoned substantiation.

Westport

No provision.

Wilton

Teachers initially employed by the Board shall receive their building grade and/or subject assignments from the Superintendent's office.

Teachers shall be notified in writing of any changes in their programs and schedules for the ensuing school year, including the schools to which they will be assigned, the grades and/or subjects that they will teach, prior to the close of school for the summer recess, when such changes are known by the administration. In the event of a change in circumstances or conditions during the months of June through August, such assignments may be changed, with prompt notice in writing to the teacher's last known address and to a designated Association representative.

In the determination of assignments, the administration will consider the convenience and wishes of a teacher, that have been expressed in writing in advance of such determination,

Teacher Assignment

to the extent that such considerations do not conflict with the instructional requirements and best interests of the school system and the pupils as determined solely by the Board of Education or its authorized designees.

Decisions under this article will be capable of reasoned substantiation.

Region 9

The Superintendent or his/her designee shall make such assignments and transfers in the assignment of teacher personnel that are in the best interest of the school system.

Teachers shall be notified in writing of any changes in their teaching assignments for the ensuing year, including the grades and/or the subjects that they will teach and any special or unusual classes or assignments that they will have.

ISSUE

#9

See Salary Exhibit
Issue #31

ISSUE

#12

SCHOOL RATIO TIMEFRAME

Norwalk **The school ratio, with regard to the number of students in classes and assignment of teachers, shall be set no later than three weeks after the opening of school.**

Bethel No provision

Bridgeport No provision

Brookfield No provision

CES No provision

Danbury No provision

Darien No provision

Easton No provision

Fairfield Student Load Excess - Middle School

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 be applicable to any other situation.

Student Load Excess - High School

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

School Ratio Timeframe

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.

Greenwich	No provision
Monroe	The Board shall make every reasonable effort, prior to the start of the school year, to maintain class sizes of approximately 25 students K-4 and 28 students 9-12.
New Canaan	No provision
New Fairfield	No provision
Newtown	No provision
Redding	No provision
Ridgefield	It is agreed that the following norms and standards shall apply in the processes of grouping, scheduling, and recruitment. Class sizes shall show general adherence to these standards, with allowance made for normal enrollment growth during the forthcoming school year.
Shelton	No provision
Sherman	No provision
Stamford	No provision
Stratford	It is understood that if these maximum numbers are exceeded after February 1 st of any school year by the

School Ratio Timeframe

enrollment of not more than two (2) additional students, the Board shall not be required to subdivide the class.

Trumbull	No provision
Weston	No provision
Westport	No provision
Wilton	No provision
Region 9	No provision

ISSUE

#13

Fairfield County

HALF-TIME TEACHER'S PREFERENCE FOR FULL-TIME VACANCIES

Norwalk	Half-time teachers seeking full-time assignments will be given preference in accordance with their seniority (i.e. number of school years of service), if the qualifications of the half-time teacher and any other candidates are substantially equal.
Bethel	No provision
Bridgeport	No provision
Brookfield	No provision
CES	No provision
Danbury	No provision
Darien	No provision
Easton	No provision
Fairfield	No provision
Greenwich	Movement from a paid part-time assignment to a full-time assignment shall not be deemed a promotion. In making appointments to full-time assignments, service in a part-time assignment shall be the factor in breaking ties among equally qualified candidates.
Monroe	No provision
New Canaan	No provision
New Fairfield	No provision
Newtown	No provision
Redding	No provision
Ridgefield	No provision
Shelton	No provision
Sherman	Full time certified professional employees who have been reduced to fractional positions shall receive preferential

Half-Time Teacher's Preference For Full-Time Vacancies

treatment in filling full time or part time positions which become available and for which they are qualified.

Stamford	No provision
Stratford	No provision
Trumbull	Whenever it is practicable and reasonable in terms of cost and educational suitability, the Board shall endeavor to hire full-time Teachers to reduce the number of part-time Teachers provided, however, that the Board retains the right to hire and retain part-time Teachers when, in its sole discretion, it is desirable to do so to reduce costs and increase flexibility in scheduling.
Weston	No provision
Westport	No provision
Wilton	No provision
Region 9	<p>When a full-time position becomes available for which the teacher is certified and qualified, a non-tenured part-time teacher shall have the opportunity to compete with others for the full-time position.</p> <p>When a full-time position becomes available for which the teacher is certified and qualified, a tenure part-time teacher shall be notified in writing of the vacancy and shall have the right to be treated as one of the finalists for the position. As a finalist for a new full-time position, the tenured part-time teacher's current appointment will neither be eliminated nor reduced. In situations where the full-time position is created by adding to a part-time teacher's current number of assignments, the teacher shall have right of first refusal. In the event that more than one tenured part-time teacher is eligible to apply for such a position, the Superintendent shall determine the order in which the applicants shall have consecutive rights of refusal before the job may be offered to an outside applicant. Factors considered by the Superintendent might include, but not be limited to, evaluations of performance and number of certificates.</p>

ISSUE

#14

TRANSFERS**Norwalk**

An involuntary transfer shall be made only after a meeting between the teacher involved and the Superintendent or his/her designee, at which time the teacher shall be notified of the reasons for the transfer. The Superintendent's designee, if any, will be clearly identified prior to the start of the meeting, at the request of the Federation in writing. In the event that a teacher objects to the transfer at this meeting, upon the request of the teacher, the Federation will be notified and the Superintendent or his designee will meet with the Federation's representatives to discuss the transfer.

If there is a reason to believe that an involuntary transfer of a teacher after the opening of school may be required because of differences between projected and actual enrollment, the teacher shall be notified of this possibility in writing no later than ten (10) school days after the opening of school. The actual transfer, if deemed necessary, shall be effective no later than fifteen (15) school days following the opening of school.

A list of vacancies in all schools shall be posted in each school for a minimum of ten (10) days prior to closing applications. Upon request of certified personnel being transferred, an up-to-date list will be made available at the Central Office. If qualifications are equal, preference shall be given to the teacher in accordance with seniority in the Norwalk Public Schools. Qualifications include, among other variables, certification, experience, and perceived match during the interview process between the candidate's skills and knowledge and the needs of the position.

Certified personnel who desire a change in grade and/or subject assignment or who desire to transfer to another building shall file a written statement of such desire with the Human Resources Office no later than June 15. Such statement shall include the grade and/or schools (in order of preference, if the teacher has preferences) to which he/she desires to be transferred. The transfer list is active for positions that are vacant between June 15 and August 1. At all other times, vacancies are filled from the candidates who have applied for the positions.

Transfers

Exceptions to the provisions of Section 1, 2 and/or 3 may be made only if the Superintendent determines that it is necessary to do so in the best interests of the teacher(s) and/or school(s) affected. The Federation and the teacher concerned shall be notified of every instance in which the Superintendent shall so determine.

Bethel

When requirements necessitate reassignment of teachers from one school to another, the following criteria shall apply:

(a) Volunteers shall be transferred first providing that those volunteering possess the teaching competence, experience and general background necessary to fill the positions to which transfer would be made. When two or more volunteers are substantially equal, those with the greatest seniority in the Bethel system shall be transferred first.

(b) In the event that there are no qualified volunteers for such assignment, teachers with the necessary qualifications as outlined in 5.4(a) above shall be transferred on the basis of length of service with the Bethel Board of Education, i.e., those with the least seniority shall be transferred first. Teachers being involuntarily transferred shall be transferred without loss of salary.

(c) Prior to the transfer of teachers under this Article, the Board shall make known to all teachers the positions and location of the positions which are to be opened and the qualifications (as per 5.4(a) above) needed to fill the positions.

(d) Provisions of this Article shall not apply to transfers resulting from reassignments necessitated by school building programs and/or reorganization of grade levels and to the reassignment of classes from one building to another because of space limitations.

(e) Written notice of transfer, including the reasons therefore, shall be given to the teacher as soon as feasible and, under normal circumstances, not later than May 15th.

Transfers

(f) Written notice of a change in grade level or subject area teaching assignment shall be given to the teacher as soon as feasible and, under normal circumstances, not later than May 15th. Such assignments may be changed with written notice to the teacher.

Bridgeport

a. Assignment

For purposes of this section, assignment shall mean the placement of a teacher in a particular grade or subject area within a school, or, for teachers who normally are assigned to more than one school, the schools to which said teacher is assigned.

b. Change of Assignment

For purposes of this section, change of assignment shall mean the change of a teacher's assignment to another grade or subject area within the same school, or, for teachers who normally are assigned to more than one school, a change in the school or schools to which said teacher is assigned.

c. Transfer

For purposes of this section, transfer shall mean the relocation of a teacher from one school to another school where such teacher is normally located in only one school.

Policy

The assignment and transfer of teachers within the school system is the responsibility of the Board acting through the Superintendent of Schools or his designee. The Board shall make a reasonable effort to meet reasonable requests and desires of individual teachers involved, with regard to assignments and transfers, to the extent that such wishes do not conflict with the instructional requirements and best interests of the school system and the pupils.

This transfer and assignment policy shall be fairly and equitably applied with full advanced posting of administrative and staff openings which the Board desires to fill, in accordance with past practice.

Transfers

Teacher assignment and transfers shall be made without discrimination in regard to race, creed, color, religion, nationality, sex or marital status.

Voluntary Transfers

- a. By no later than June 15, the Superintendent shall cause to be posted in each school a list of the various openings in the school system of which the administration is aware at that time. Notice of all posted positions shall be posted in the Personnel Office with accessibility to teachers during regular Personnel Office hours.
- b. By the end of the school year, teachers who desire to apply for one of the posted openings shall file a written request with the office of the Superintendent. If the teacher so requests the teacher will be granted a conference to discuss his written request.
- c. By August 1, the office of the Superintendent shall notify those teachers who applied pursuant to subsection (b) of the disposition of their request only if their requests are granted.
- d. The Superintendent will utilize all written requests for openings which occur between June 15 and July 31 in making his determination of transfers.
- e. In the event of a voluntary transfer seniority will be respected, to the extent it does not conflict with the instructional requirements and best interest of the school system and pupils as set forth in Section 7.4.2, Policy, above.

Involuntary Transfers

- a. In the event of involuntary transfers, seniority will be respected, to the extent that it does not conflict with the instructional requirements and best interest of the school system and pupils as set forth in Section 7.4.2, Policy, above.

Transfers

- b. An involuntary transfer shall be made only after a meeting between the teacher involved and the Superintendent or his designees, at which time the teacher shall be notified of the reasons for the transfer. The teacher may have his association representative with him at this meeting with the Superintendent or his designee.

Brookfield

Transfers may be voluntary or involuntary. A transfer is defined as a change in assignment which results in a move from one school building to another building. Teachers who are assigned by program (e.g., art, music, physical education, special education) rather than by building are an exception to this definition. For program staff, a transfer is a change in assignment that results in a change from one program to another or from a program assignment to a regular building classroom position.

Involuntary Transfers. Prior to effecting an involuntary transfer of a teacher from one school to another, the Superintendent shall notify the teacher of the transfer and if the teacher requests, discuss the transfer with the teacher and provide reasons for the transfer. If desired by the teacher, the reasons will be in writing.

- (a) When making transfers, the needs of the students, competence of the teacher, experience pertinent to the assignment, preparation, years of continuous teacher experience in the Brookfield School System, any special needs of the district, and the tasks set forth in the job description shall be considered.

Voluntary Transfers. Teachers who desire a transfer shall file a request for a transfer with the Superintendent no later than March 1 of the current year setting forth the reasons for the request and the destination sought.

- (a) When making transfers, the needs of the students, competence of the teacher, experience pertinent to the assignment, preparation, years of continuous teacher experience in the Brookfield School System, any special needs of the district, and the tasks set forth in the job description shall be considered.

Transfers

CES

The assignment and/or transfer of a teacher within C.E.S. are the responsibility of and within the discretion of the Executive Director or his/her designee.

For purposes of this article the term transfer shall be defined as meaning a change of assignment from one C.E.S. program to another program. Transfer shall not be defined to include reassignment from one subject to another or one grade to another.

Teachers who wish to request a change of assignment and/or transfer for the next school year must file a written statement of such desire with the Executive Director or his/her designee by February 1 of the preceding fiscal year. Each written request shall be limited to a single position.

An involuntary transfer from one C.E.S. program to another shall be made only after the teacher involved has been accorded a meeting with the Executive Director or his/her designee, after which the teacher may request in writing and be granted in writing the reasons for the transfer, provided the request for written reasons is submitted to the Executive Director within 10 days of the meeting specified in this section. The written reasons shall be submitted to the teacher within 10 days of the filing of the request.

After a teacher has taught a student or same group of students for three (3) consecutive years on or before April 1 the teacher may request an alternative assignment in writing. The Program Administrator shall meet with the teacher and consider any such request, provided that the final decision is up to the Program Administrator. A teacher shall be provided the reasons for the denial in writing.

Danbury

A. Definitions

- (1) Assignment shall mean a teacher's position within:
 - a) A building, for building based positions

Transfers

b) A program, for program based positions

(2) Transfer shall mean movement from one building to another, or from one program to another.

B. Voluntary Transfers. (a) Teachers who desire to transfer shall file a written statement of such desire with the Director of Personnel not later than March 1 of the then current school year. Such statement shall include the grade and/or subject to which the Teacher desires to be assigned or the school or schools (in order of preference if the Teacher has preferences) to which he/she desires to be transferred.

(b) Any position that becomes open after June 1 shall be posted on the Danbury Public Schools website at least ten (10) days in advance. Teachers interested in applying for such positions shall indicate their interest by responding to the posting with an electronic application filed through the Danbury Public Schools Website. Qualified teachers who apply for positions through the above process shall be granted an interview for said positions.

(c) Teachers who desire a change in grade and/or subject assignment only shall notify the Principal, or immediate supervisor in case of program-based teachers in writing no later than March 1 of the then current school year.

C. Involuntary Transfers. (1) Teachers. (a) Although the Board and the Association recognize that some transfer of Teachers from one school to another is unavoidable, they also recognize that frequent transfer of Teachers is disruptive to the educational process and interferes with optimum performance.

Transfers

- (b) When it becomes necessary to transfer the Teachers in one or more of the Danbury Public Schools, and there is an insufficient number of volunteers, those who are involuntarily transferred shall be chosen on the basis of certification, length of service in the Danbury Public School System and the availability of a comparable assignment. (Extra-curricular activities shall not be considered.)
- (c) An involuntary transfer shall be made only after a meeting between the Teacher involved and the Superintendent at which time the Teacher shall be notified of the reasons for the transfer. In the event that a Teacher objects to the transfer at this meeting, the Teacher will notify the Association, and the Superintendent will meet with the Association's representatives to discuss the transfer. If grievance is sought, it shall be initiated at Level Three.
- (d) A list of open positions in other schools shall be made available to all Teachers being transferred, and preference shall be given in filling such positions on the basis of length of service in the Danbury School System.
- (e) Teachers who have been involuntarily transferred to a different building will be notified of openings which may occur after reassignments have taken place and through the month of July, and for which they may wish to apply. Transfers in this category will not be permitted after August. Positions which may open during the school year shall be filled for the balance of the school year, with the Teacher filling the position so notified in writing, thus permitting those who have been involuntarily transferred to request, for the following year, a transfer in

Transfers

accordance with Section A. (1) (Voluntary Transfers, Teachers) of this Article.

- (f) Involuntary transfer of a Teacher in one or more of the Danbury Public Schools for reasons other than reduction in force shall be permitted for reasonable cause as demonstrated by the specific needs of the system. Such an involuntary transfer shall be made only after a meeting between the Teacher involved and the Superintendent at which time the Teacher shall be notified of the reasons for the transfer. In the event that a teacher objects to the transfer at this meeting, the Teacher will notify the Association, and the Superintendent will meet with the Association's representatives to discuss the transfer. If grievance is sought, it shall be initiated at Level Three.

- D. General. Notice of transfer shall be given to the Teacher as soon as practicable and under normal circumstances, not later than June 1.

Darien

The Board will continue to have the right to transfer Teachers when it deems necessary for the efficient operation of a grade, school or educational level.

When a change in the number of Teachers in a school is necessary, qualified Teachers who volunteer will be considered first.

Teachers who desire a change in grade and/or subject assignment or who desire to transfer to another building will file a written statement of such desire with the Superintendent no later than March 1. Such statement will include the grade and/or subject to which the Teacher desires to be assigned or the school or schools (in order of preference, if the Teacher has preferences) to which he/she desires to be transferred.

Notice of transfer will be given to the Teacher no later than June 1, if possible.

Transfers

Reasons for not meeting the request will be given to the Teacher in writing.

Easton

No provision

Fairfield

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

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

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

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

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

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

Greenwich

Involuntary Transfers:

1. Staff Reduction:

Transfers

Insofar as possible, all transfers due to staff reductions shall be completed on or before June 1st. Any teacher to be involuntarily transferred as a result of staff reduction shall receive written advance notice of such a transfer. Such a transfer shall not be made prior to a meeting between the teacher and the Director of Human Resources if such meeting is requested by the teacher within ten (10) calendar days of the transfer notification. At such meeting, the teacher shall be notified of the reasons for the transfer. The teacher shall have ten (10) calendar days from this meeting, or ten (10) calendar days from the day he/she received written notification (if no meeting is requested), to express in writing a preference for any position for which he/she is certified.

2. Other Involuntary Transfers:
 - a. The Administration may transfer a teacher involuntarily provided, except in cases of emergency, such a transfer shall not be made prior to a meeting between the teacher and the Director of Human Resources if such meeting is requested by the teacher within ten (10) calendar days of the transfer notification. At such meeting, the teacher shall be notified of the reasons for the transfer.
 - b. In an emergency situation, for due and sufficient cause, the Administration may transfer a teacher involuntarily provided as much notice as possible shall be given the teacher. At the teacher's request, a meeting shall take place within five (5) calendar days of the teacher's notification of the transfer. At such meeting the teacher shall be notified of the reasons for the transfer.

Transfers

Voluntary Transfers:

Any teacher wishing to be transferred or reassigned shall file his/her written request in the personnel office on or before January 1st and written notice of the action taken on such request shall be given to the teacher by the Director of Human Resources not later than June 1st. At the request of the teacher, a meeting will be scheduled by the teacher with the Director of Human Resources after receipt of the written notification. If the teacher is denied a voluntary transfer, he/she may indicate to the Director of Human Resources, in writing, that his/her request should remain active for the following school year.

Monroe

The parties recognize that transfer of some teachers from one school to another is unavoidable. In such a situation, the following will apply:

- (a) When a reduction in the number of teachers in a school is necessary, volunteers in a grade and/or subject area shall be first considered for such transfer; however, in making the selection for the transfer, prime consideration shall be the best interests of the school system and a determination that those remaining in the school after such transfer are fully qualified to meet the curriculum and education requirements of that school.
- (b) Teachers being involuntarily transferred will be given an opportunity to meet with the Superintendent or his designee to discuss such transfer. The Superintendent or his designee will confirm the reasons for the transfer to the teacher in writing.
- (c) A list of open positions shall be made available to all teachers and in filling such positions, consideration will be given to the particular teacher's qualification for the open position, the Teacher's certification, and length of service in the Monroe School System.

Transfers

- (d) When a position becomes “open” during the school year, and the Board decides to fill it, it shall be filled temporarily, for the remainder of the school year, and such job shall be posted as an “open position” at the annual posting for the next year. On June 1 of each school year, the Board will provide an opportunity for interested teachers to sign up to be placed on the mailing list for vacancies which may occur during the summer recess.
- (e) Teachers who desire a change in grade, subject or assignment or who desire to transfer to another building shall file a written statement of such desire with the Superintendent no later than April 1. Such statement shall include the grade, subject or assignment to which the teacher desires to be assigned or the school or schools (in order of preference, if the Teacher has preference) to which he desires to be transferred.
- (f) Notice of transfer shall be given to the teacher, if possible, no later than June 30th.
- (g) An “open” position as used in this Article shall mean the initial job vacancy and shall not be interpreted to mean a position which becomes vacant because of the transfer or promotion of a person in accordance with this Agreement.

New Canaan

Voluntary Transfers

Staff members wishing to transfer shall submit a request in writing to the Superintendent prior to February 1st or at such time as positions become available. Transfers are not automatic upon request.

A list of open staff positions shall be posted on the district website. For positions which are established or become open during July and August, posting notices will be posted on the district’s website. Positions shall not be filled until they have been so posted for at least one week.

Listings shall include:

Transfers

- a. positions made available through sabbatical leave, maternity leave, or leave of absence.
- b. open positions resulting from announcements of pending retirement and resignation.
- c. new positions given preliminary approval by the Board.

During the summer, a minimum of one week will follow the posting of any new position or open positions before an appointment is made to such a position.

All other things being equal, present staff members will be given preference over candidates from outside the system.

Any candidate from within the system who is denied a position under this policy shall upon request to the appropriate administrator be given in writing the specific reason and/or reasons for not being appointed to the position in question.

Involuntary Transfer

Any involuntary transfer shall be made only after a meeting of the teacher involved, an Association representative and the Superintendent, at which time the teacher shall be notified of the reasons for the transfer. All transfers shall be capable of reasoned substantiation by the Superintendent or his/her designee.

Should the teacher object to such transfer, the dispute shall be resolved through the professional grievance procedure.

In the event the transfer of a teacher requires that the teacher teach a subject for which the teacher is certified but has no experience or has no recent experience, that teacher shall be required to take refresher courses prior to or concurrent with the transfer, and the Board will provide full tuition reimbursement for such courses.

New Fairfield

Transfers shall be subject to the following rules:

Transfers

When a reduction in the number of teachers in a school is necessary, volunteers shall be transferred first. Seniority in the New Fairfield system shall be considered in selecting the volunteer.

When involuntary transfers are necessary, length of service in the New Fairfield system shall be a factor in determining which teacher is to be transferred. All considerations being equal, the teacher with the least amount of service in the New Fairfield system shall be transferred first. "Schools" are defined as Consolidated School, Meeting House Hill School, the Middle School and the Senior High School.

An involuntary transfer shall be made only after a meeting between the teacher and the Superintendent or his designee, at which time the teacher shall be notified of the reasons for the transfer. In the event that a teacher objects to the transfer at this meeting, the teacher will notify the Association and the Superintendent or his designee will meet with the Association's representatives to discuss the transfer. Thereafter, a grievance will lie. If grievance is sought, it shall be initiated at Level Three.

A list of open positions in other schools shall be made available to all teachers being transferred, and preference shall be given in filling such positions on the basis of length of service in the system.

Teachers who desire to transfer to another building shall file a written statement of such desire with the Superintendent not later than March 1st. Such statement shall include the grade and/or subject to which the teacher desires to be assigned or the school or schools (in order of preference, if the teacher has preference) to which he desires to be transferred.

Notice of transfer shall be given to the teacher as soon as practicable and under normal circumstances no later than June 1.

Newtown

No provision

Redding

No provision

Transfers

Ridgefield

Voluntary Transfers.

- a. Teachers who desire to transfer to another building may file a written statement of such desire with the Superintendent. Such statement shall include the grade and/or subject to which the Teacher desires to be assigned and the school or schools (in order of preference, if the Teacher has a preference) to which he or she desires to be transferred.
- b. Teachers who desire a change in grade and/or subject assignment within the building to which they are currently assigned may notify the principal and Director of Personnel, but shall do so in writing.
- c. Nothing herein shall obligate the Administration to grant any transfer or change in assignment. The final decision shall rest with the Superintendent.

Involuntary Transfers.

Prior to effectuating the involuntary transfer of a Teacher, the Superintendent shall offer to consult with the Teacher to elicit his or her views regarding the transfer. In all cases, the final decision shall rest with the Superintendent.

Nothing in this Agreement, except the non-discrimination prohibition of Section 13.02, shall be construed to limit the Superintendent's authority to transfer Teachers for any reason.

Shelton

The term "transfer" shall refer to a change in building assignment, except for teachers who are not typically assigned to a particular building. The term "assignment" shall refer to the grades and/or subjects teachers teach.

Teachers shall be notified in writing of any change of their assignment in the coming year, including schools to which they will be assigned and the grades and/or subjects which they will teach, not later than five (5) days prior to the end of the school year, or as soon as practicable but prior to the end of the school year. In the event that a change of circumstances or events arises during the summer months, such as cancellations, death, illness, vacancies or moves

Transfers

from the community such assignments may be changed with as much advance notice to the teacher as possible.

In assigning schedules for teachers who are assigned to more than one (1) school, every effort shall be made to limit the amount of inter-school travel. Whenever possible, such teachers shall be notified of any change not later than five (5) days prior to the end of the school year or as soon as practicable but prior to the end of the school year.

Any teacher desiring a change in assignment within a given school (from one grade to another) shall make known his or her desire in writing to the principal of his or her school by March 15.

Teachers interested in voluntary transfers to positions in other schools within the system shall make known his or her desire in writing to the principal of his or her school by March 15 of each year. The principal shall forward such requests to the Superintendent by April 1 of each year and an interview will be granted if a position is vacant for which the teacher is applying.

In the event circumstances warrant a transfer or change of assignment during the school year, the Superintendent hereby reserves the right to effectuate such transfer or change in assignment after prior conference with the teacher(s).

Any teaching vacancy shall be publicized through the school district's e-mail system and on the school district's website both during the school year and in the summer months. Teachers who desire to apply for such vacancies shall file their applications in writing with the office of the Superintendent within ten (10) school days of the time said vacancy is posted. Teachers currently assigned within the system shall be eligible to be considered for positions that become vacant during the school year, provided that, if selected, such teachers shall complete that year's assignment and assume the duties of the new position at the start of the new school year, subject to the provisions of this Article.

Transfers

Involuntary transfers caused by position eliminations will be made on the basis of system-wide seniority within the affected school to this extent. System-wide seniority shall govern unless certification dictates otherwise.

Sherman

Vacancies shall be defined as openings in existing or newly created teaching positions.

Vacancies in teaching positions shall be posted in the main office work room and via email by the Superintendent or his/her designee within twenty-one (21) days after the vacancy becomes known. During the summer months, notification will be made by mail to the SEA President. Notification shall include qualifications required for the position. Teachers who desire to apply for such vacancies shall file applications in writing within the time limit specified in the notice. Assignment to positions and transfer within the Sherman system shall be determined by the Superintendent or his/her designee.

An extra curricular assignment is any non-administrative assignment which pays a salary differential. When an extra curricular vacancy occurs, it shall be announced by posting a notice in the main office work room and via email. Teachers who desire to apply for the vacancy will apply within the time specified on the notice.

The Board realizes that from time to time teachers may desire a change in their teaching assignments. The Board urges teachers to discuss matters of this nature with the Superintendent or his/her designee. Whenever practical and whenever it is in the best interest of the school system, the Board will attempt to honor such requests.

Stamford

- A. Unit member transfers (voluntary or involuntary) shall be made without regard to age, race, creed, color, religion, nationality, sex or marital status.
- B. Assignments to buildings shall be made in the following order:
 - (1) involuntary transfer

Transfers

- (2) return from leave or return from special assignment
- (3) voluntary transfer.

C. Voluntary Transfers

- (1) The Personnel Office shall publish and post at each school and on the Board's website a vacancy list each year. The list shall be published and distributed for a two-week posting no later than February 15.
- (2) Tenured unit members shall apply in writing directly to the principal at the location of the vacancy. The unit member shall forward a copy of her/his application to the Personnel Office and the unit member's current principal.
- (3) The principal or his designee(s) shall first interview all interested internal candidates who meet the "highly qualified" standards under federal law and provide each successful and unsuccessful candidate written notification as to her/his status. Upon request, internal candidates who are not interviewed shall be provided with reasons for being denied an interview. After interviewing and notifying the internal candidate of her/his status, principal may interview and recommend for hire external candidates.
- (4) Principals will not be required to interview the same candidate that year for subsequent vacancies of the same type, but shall keep the candidate's file for consideration for future openings that year.
- (5) The Personnel Office shall publish a new biweekly vacancy list each two weeks thereafter. Interested tenured unit members

Transfers

will have one week to apply as in # 2, # 3 and # 4 above.

- (6) The Personnel Office shall provide to each building principal the district seniority list as defined in Article 15 (A)(1).
- (7) This procedure will continue until June 1 of each year, at which time the provisions of Article 16A, Vacancies, will govern.

D. Involuntary Transfers

Although the Board and the SEA recognize that some transfers of unit members from one school to another are unavoidable, they also recognize that frequent transfers of unit members are disruptive to the educational process and interferes with optimum unit member performance. Therefore, they agree as follows:

- (1) Refer to Board Policy 4150 regarding pre-tenure unit member transfers.
- (2) When a reduction in the number of unit members in a school is necessary, volunteers shall be transferred first. The Superintendent may choose not to grant requests for voluntary transfer for any teachers in the Assistance Stage of the evaluation process.
- (3) When involuntary transfers are necessary, length of service in the school system (followed by grade level seniority) shall be a major factor in determining which unit member is to be transferred. Unit members being involuntarily transferred will be transferred only to a comparable position, and effort will be made to place the unit member in a comparable program. An involuntary transfer shall be made only after

Transfers

a meeting between the unit member involved and the Superintendent or his designee, at which time the unit member shall be notified of the reason for the transfer. If the unit member so requests, an SEA representative may be present at this meeting.

- (4) A list of current open positions in other schools shall be made available to all unit members being involuntarily transferred and all things being equal, preference shall be given in filling such positions on the basis of length of service in the Stamford School System.
- (5) Notice of transfer shall be given to unit members as soon as practicable and under normal circumstances no later than June 1st.
- (6) Exceptions to the provisions of Sections 1, 2, 3, 4 and/or 5 above may be made only if the Superintendent of Schools determines that it is necessary to do so in the best interests of the unit member(s) and/or school(s) affected. The Superintendent's decision shall be final.

Stratford

Definition of Transfer

For the purposes of this Section, transfer shall mean the relocation of a teacher from one school to another school when such teacher is normally located in only one school.

Policy

1. Transfer and assignment of teachers within the school system is the responsibility of the Board acting through the Superintendent of Schools or his/her designee. The Board shall make a reasonable effort to meet reasonable requests and desires of individual teachers involved with regard to assignments and transfers, to the extent that such wishes do not conflict with the instructional requirements and best interest of the school system.

Transfers

2. This transfer and assignment policy shall be fairly and equitably applied.

Presently employed personnel will have first preference for any regular teacher opening; provided, however, for calendar year 2011 only, this provision shall not apply, it being the intent of the parties that the Superintendent have final discretion to fill vacancies and assign teachers following implementation of the early retirement plan at the end of the 2010-11 school year. Any vacancies for September of the following year, which are known at least one (1) week prior to the close of schools, shall be posted on the school website as far in advance as possible, but in no case less than five (5) days. It is understood that an opening at the classroom teaching level will require only one (1) posting, and that any further openings created by the filling of the initial opening will not require additional posting.

3. Notwithstanding Sections E and F of this Article, the Board reserves the right to change assignments or to make transfers which it feels are in the interests of the school system.

Transfers

1. Although the Board and the Association recognize that some transfer of teachers from one school to another is unavoidable, they also recognize that frequent transfer of teachers is disruptive of the educational process and interferes with optimum teaching performance. Therefore, they agree as follows:
 - (a) Teachers who desire to apply for a posted opening shall file a written request;
 - (b) Teachers will be notified, as soon as possible, of the disposition of their request.
2. Involuntary Transfers:

Transfers

- (a) When qualifications are equal, teachers with the lesser continuous service in the Stratford School System will be transferred first. Teachers being involuntarily transferred will be transferred only to a comparable position.
- Trumbull
- (b) An involuntary transfer (except as noted in Article VIII, Section F) shall be made only after a meeting between the teacher involved and the Superintendent or his/her designee, at which time the teacher shall be notified of the reasons for the transfer. In the event that a teacher objects to the transfer at this meeting, the Association will, upon request of such teacher, send a representative to meet with the Superintendent or his/her designee to discuss the matter.
- (c) In the event teachers of absolute identical seniority are involved in an involuntary transfer, the Superintendent of Schools shall have sole discretion as to who shall be transferred. Listing of names by alphabet shall not be a determinant of seniority. Seniority, for the purposes of this paragraph, shall be as defined in the RIF Agreement between the Association and the Board.

When qualifications and attachments of two or more applicants are considered equal, preference will be given to members of the school system. Appointments shall be made without regard to race, creed, color, religion, nationality, sexual orientation or marital status.

Notwithstanding the foregoing Section F, for calendar year 2011 only this provision shall not apply, it being the intent that the Superintendent have final discretion to assign and transfer teacher following implementation of the early retirement plan at the end of the 2010-11 school year. The Superintendent shall meet and confer with the Association prior to announcing any transfers to be made for 2011-2012 school year. The Superintendent will also meet with any affected teacher who requests, prior to finalizing his/her decision as to any such transfers.

Transfers

Weston

Initial Teaching Assignments. Teachers are hired by the Board of Education to fill specific vacancies based on the needs of the school system, their qualifications and personal interest. During the course of one's career, however, it may be necessary and/or desirable to change teaching assignments to meet the needs of the teacher and/or the Board. To provide adequate and timely input into this process, the following steps shall be employed:

1. Prior to April 1, teachers who wish a change in assignments for the next school year shall so notify the Superintendent on forms which shall be available in each school office.
2. When reasonably possible, prior to June 1, the Superintendent shall advise teachers wishing a change in assignment of the probable disposition of their request.
3. Prior to the end of the school year, all teachers shall be advised of their expected teaching assignments and programs for the forthcoming school year. In the event of a change in circumstances or conditions from the end of the school year up to the beginning of the next school year, assignments may be changed only as required thereby with prompt notice in writing to both the teacher and the Association. The affected teacher(s) may request a meeting with the Superintendent (or his/her designee) to understand the reasons for the change and explore alternatives. Changes in assignment shall be capable of reasoned substantiation.

Changes in Assignment During the Year. Reasonable effort will be made to avoid changes in assignment during the school year. If a Principal, Director of Pupil Services or the Superintendent determines that a change is necessary, for whatever reason, the following guidelines shall apply:

1. If a change within or between schools becomes necessary it shall be made only after the Principal, the Director of Pupil Services or the Superintendent or his designee has met with the parties involved,

Transfers

with reasonable notice, to discuss the reasons for the intended change. Emergencies shall be an exception to this guideline.

2. It is recognized that the responsibility and authority for making teaching assignments rest with the Administration. Changes in assignments shall be capable of reasoned substantiation.

Vacancies. A vacancy is defined as an opening which results from the termination of a teacher for whatever reason (e.g., resignation, discharge, death, disability, leave of absence, promotion or the creation of a new position or as the last position opened as a result of a transfer or services of transfers). The following guidelines shall be employed in filling vacancies.

1. Notices of all vacancies shall be posted for a period of not less than five (5) school days for vacancies which occur during the school year. Such school year postings shall simultaneously be posted on the District website (in a dated listing in a section for certified staff openings). Notice of vacancies which occur while school is in recess shall be made to the Association and to any and all teachers who have requested, in writing, that they be considered for the particular position vacancy. Summer and school recess vacancies shall not be filled until at least ten (10) days after such notification has been mailed and posted simultaneously on the District website.
2. Vacancies shall be filled by the best qualified candidate so long as doing so would be consistent with the best interests of the school system. In the event that two or more candidates have equally strong qualifications, preference shall be given to currently employed staff. In the event that two or more currently employed staff members have equally strong qualifications, years of teaching service within the District shall be the deciding factor.

Transfers

3. It is expressly understood that the Superintendent and/or the Principal and/or the Director of Pupil Services shall specify the required position qualifications and shall judge the candidate qualifications. Candidates not accepted for a vacancy may request information as to where their qualifications fell short of the standard and/or of those of the selected candidate.
4. The filling of vacancies shall be capable of reasoned substantiation.

Westport

The Board of Education recognizes that the teacher, in the course of his/her employment, may want and need experience in other schools and/or at other grade levels. The Board encourages such transfers where training and skill are appropriate and in the best interests of the teacher and students involved.

A transfer may be made with the approval of the Superintendent or the Superintendent's designee in consultation with the receiving and sending principals and teacher involved. In appropriate circumstances, the Superintendent may transfer a K-8 certified teacher to the middle school irrespective of subject area certification.

Involuntary transfers from one school to another will be based on the needs of the system. In making transfer decisions, the Superintendent shall consider the following factors:

1. Personal preference of the teachers potentially affected
2. Transfer history of the potentially affected teacher (*e.g.* has the teacher been moved recently?)
3. Skills and experience at the grade level or subject area of the potentially affected teachers
4. Balance at the grade level or in the subject area, and/or needs of the cluster
5. Balance at each school of newer and more experienced teachers
6. Program needs of the school district

Transfers

7. Unique needs of particular children (*e.g.* children with disabilities)
8. Length of service of the potentially affected teachers (both in the building and in the district)
9. Special training and experience of the potentially affected teachers.

The teacher identified for transfer shall have the right to request a meeting to discuss the reasons for the transfer decision with the Superintendent.

Notwithstanding the foregoing, the following procedure shall apply in cases of transfer necessitated by reduction in force at the High School:

1. Teachers to be transferred will be selected from a pool of appropriately certified staff members drawn from among those teachers most recently assigned to the High School.
2. The pool of possible transferees will be larger than the number to be transferred. Approximately two teachers will be placed in the pool for every full position or fraction of a position to be reduced in each subject area.
3. The pool will be augmented by those requesting transfer, if any.
4. In some instances, the program needs of the school may make it necessary to transfer a teacher who is not one of the most recent assignees or one who has requested transfer.

Upon request of the teacher, reason for denial of transfer will be communicated to him or her in writing.

Vacancies in teaching positions resulting from new positions, resignations, retirement or other causes shall be posted on teacher e-mail conferences as soon as practicable after the Board decides to fill the vacancy and in no event less than two weeks before a final appointment is made. Postings shall include the title of the position, the qualifications for the position, the school, and whether this

Transfers

vacancy is for a specified or an indefinite period. Internal candidates shall receive an interview.

Wilton

An involuntary transfer shall be made only after a meeting between the teacher involved and the Superintendent or his designee, after which the teacher shall be notified in writing of the reasons for the transfer.

Teachers who desire to transfer to another building shall file a written statement of such desire with the Superintendent not later than April 1. Such statement shall include the grade and/or subject to which the teacher desires to be assigned or the school or schools (in order of preference, if the teacher has preferences) to which he or she desires to be transferred.

Teachers who desire a change in grade or subject assignment shall request such change in writing to the principal and/or immediate supervisor giving preference as in above. Notice of transfer shall be given to the teacher as soon as practicable and under normal circumstances not later than the close of the school year (except if the cause of the transfer occurs after the close of the school year).

Decisions under this article will be capable of reasoned substantiation.

Region 9

Teachers who desire to apply for such vacancies of position shall file their applications in writing with the Superintendent within the time limit specified in the notice.

Such vacant positions shall be filled on the basis of the individual most qualified for the vacant position as determined by the Assistant Superintendent/Head of School and the Superintendent. This does not supercede 8.3(b), which has precedence for part-time teachers.

The Superintendent or his/her designee shall make such assignments and transfers in the assignment of teacher personnel that are in the best interest of the school system.

ISSUE

#15

SEE ISSUE # 14

ISSUE

#16

VACANCIES

Norwalk

A list of vacancies in all schools shall be posted in each school for a minimum of ten (10) days prior to closing applications. Upon request of certified personnel being transferred, an up-to-date list will be made available at the Central Office. If qualifications are equal, preference shall be given to the teacher in accordance with seniority in the Norwalk Public Schools. Qualifications include, among other variables, certification, experience, and perceived match during the interview process between the candidate's skills and knowledge and the needs of the position.

Certified personnel who desire a change in grade and/or subject assignment or who desire to transfer to another building shall file a written statement of such desire with the Human Resources Office no later than June 15. Such statement shall include the grade and/or schools (in order of preference, if the teacher has preferences) to which he/she desires to be transferred. The transfer list is active for positions that are vacant between June 15 and August 1. At all other times, vacancies are filled from the candidates who have applied for the positions.

Bethel

Such vacancies shall be posted on the Board's website for seven (7) calendar days as soon as practical after the vacancy becomes known. Said notice of vacancy shall clearly set forth the qualifications for the position. A job description will be attached for each newly created or changed position. The vacancy notice shall also be distributed to each teacher's school district e-mail address.

Teachers who desire to apply for such vacancies shall file applications in writing with the office of the Superintendent within the time limit specified in this notice.

Such vacancy shall be filled from among present employees and new applicants on the basis of certification or durational shortage area permit, teaching competence, experience, and general background. When two or more candidates are substantially equal in teaching competence, experience, and general background, the applicant with the

Vacancies

greatest amount of seniority in the Bethel School System shall be given preference.

In lieu of the seven day posting period, during the month of August, vacancies shall remain open for forty-eight (48) hours so that teachers may respond.

Bridgeport

Such vacancy shall be filled on the basis of fitness for the vacant post, provided, however that where two or more applicants are substantially equal in fitness, the applicant with the greatest amount of seniority in the Bridgeport School System shall be given preference.

Brookfield

When the Board decides to fill a vacant position, it will post notice of the vacancy on the District's website for a two week period. The two week notice requirement shall not apply to vacancies which arise after the close of school.

The notice of vacancy shall set forth the qualifications and general responsibilities for the position.

In filling all promotions and vacancies, the needs of the student, the competence of the teacher, experience pertinent to the vacancy or promotion, preparation, years of continuous teaching experience in the Brookfield School System, any special needs of the district, and the tasks set forth in the job description shall be considered.

CES

A vacancy occurs upon the creation of a new position, upon the death, retirement, resignation, or discharge of an employee when the position held by that employee is not eliminated. Before a position is declared vacant, the Executive Director or his/her designee may make all transfer among existing staff that he/she deems appropriate. Upon making such transfers the Executive Director or his/her designee shall take into consideration the requests of all teachers who have filed a written statement in accordance with paragraph 1.3. The remaining position(s) open after all transfers are made shall then be declared a vacancy. The Executive Director or his/her designee may temporarily fill vacancies until the hiring process is completed.

Danbury

Vacancies in positions covered by this Article which are caused by death, retirement, discharge, resignation, or by

Vacancies

the creation of a new position shall be filled pursuant to the following procedure:

Such vacancies shall be adequately publicized, both within and outside the system, including a notice in every school (by posting or otherwise) as far in advance of the date of filling such vacancy as possible (at least thirty [30] days in advance and in no event less than two [2] weeks in advance). Where need to fill a vacancy arises during the summer months, notification shall be by mail to those Teachers who possess the necessary certification for the position, sent to the last address the Teacher has provided (on the appropriate forms) to the Personnel Office.

Said notice of vacancy shall clearly set forth the qualifications for the position.

Teachers who apply for vacancies under this Article shall file their application in writing with the Administrator specified and within the time limit provided in the posted notice. Qualified teachers who apply for positions through the above process shall be granted an interview for said positions.

Such vacancy shall be filled on the basis of qualification for the vacant post. Except for positions requiring administrative or supervisory certification, where two or more applicants are substantially equal in qualification, the applicant with the greatest amount of seniority in the Danbury School System shall be given the preference.

Darien

When, in the judgment of the Board, the qualifications, attainments and professional backgrounds of candidates for promotional vacancies are equal, first consideration in filling such promotional vacancies will be given to candidates then currently employed by the Darien School System.

Easton

All vacancies shall be posted in each school as far in advance of the appointment as possible, but, except in emergency situations, no less than ten (10) calendar days.

Teachers who are certified, or who can obtain proper certification by the effective date of the positions and who desire to apply for one of the posted openings shall file a written request with the Superintendent. If the teacher so

Vacancies

request, the teacher will be granted a conference with the Superintendent to discuss his/her written request.

For vacancies which open up effective with the start of a new school year, the office of the Superintendent shall notify those teachers who applied pursuant to Subsection 10.8.2, above, of the disposition of their request by August 1. For openings which occur after August 1, notice will be given within a reasonable amount of time.

Teachers who wish to be notified of vacancies which occur following June 1 should so inform the Superintendent in writing. Teachers selected for such vacancies will be notified as soon as practicable. At the same time, all teachers who applied for such vacant positions will also be notified of the disposition of their requests.

Fairfield

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.

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:

Determination of qualifications.

Announcement of vacancy.

Evaluation of credentials of candidates.

Interview of final candidates.

Recommendation by committee to the Superintendent.

Recommendation by Superintendent to Board of Education.

Appointment by Board of Education.

Greenwich

The filling of vacancies is the responsibility of the Board, acting upon the recommendation of the Superintendent of

Vacancies

Schools. In the exercise of such responsibility, the Board agrees to publish in each school, at least thirty (30) days prior to the filling of such vacancies, vacancies for promotions and positions which provide salary advancement. A copy of each such notice shall be sent to the Association.

Current employment in the Greenwich School System shall be a factor to be considered in filling any vacancy for promotion or any position which provides salary advancement.

Unsuccessful candidates for a position which involves promotion shall be notified in writing of the final decision within one (1) week of that decision.

Movement from a paid part-time assignment to a full-time assignment shall not be deemed a promotion. In making appointments to full-time assignments, service in a part-time assignment shall be the factor in breaking ties among equally qualified candidates.

Monroe

A list of open positions shall be made available to all teachers and in filling such positions, consideration will be given to the particular teacher's qualification for the open position, the Teacher's certification, and length of service in the Monroe School System.

When a position becomes "open" during the school year, and the Board decides to fill it, it shall be filled temporarily, for the remainder of the school year, and such job shall be posted as an "open position" at the annual posting for the next year. On June 1 of each school year, the Board will provide an opportunity for interested teachers to sign up to be placed on the mailing list for vacancies which may occur during the summer recess.

Teachers who desire a change in grade, subject or assignment or who desire to transfer to another building shall file a written statement of such desire with the Superintendent no later than April 1. Such statement shall include the grade, subject or assignment to which the teacher desires to be assigned or the school or schools (in order of preference, if the Teacher has preference) to which he desires to be transferred.

Vacancies

New Canaan

Notices of vacancies shall be posted for a period of five school days for vacancies that occur during the school year. Notice of vacancies that occur while school is in recess shall be posted on the District website and shall be given to the Association and to any and all teachers who have requested in writing within the preceding twelve months that they be considered for the particular position vacancy. Recess vacancies shall not be filled until at least five business days after such notification has been mailed.

The posting and/or notification of vacancy shall include a statement of the qualifications for the position.

Appointment to such vacancies shall be made by the Superintendent. Should a unit member be appointed to a vacancy, the Board reserves the right to defer implementation of the transfer to the next school year to minimize disruption of the educational program.

New Fairfield

During the school year, the existence of vacancies of positions shall be adequately publicized within, and may be publicized outside the system, including a notice in every school as far in advance of the date of filling such vacancy as practicable, but in no event less than ten (10) school days. Positions that become vacant during the summer months shall be publicized on the district website at least ten (10) days in advance of the date of filling such position.

Said notice of vacancy of position shall clearly set forth qualifications for the position.

Teachers who desire to apply for such vacancies of position shall file their application in writing with the Superintendent within the time limit specified in the notice, which shall be not less than ten (10) days for anticipated vacancies and not less than five (5) days for unanticipated vacancies.

Vacancies shall be filled at the Board's discretion on the basis of qualifications, certification and experience.

Newtown

When the Board decides to fill a vacancy or new position within the teachers' bargaining unit, it shall post notice of the vacancy or new position on the faculty bulletin board in each building for a period of five (5) days. The proper notice of such a vacancy or new position shall clearly set forth the responsibilities, qualifications, and salary.

Vacancies

Qualified bargaining unit applicants shall be granted an interview. Where there are two or more applicants for any such vacancy or new position, the Superintendent will make his decision based on qualifications and seniority.

Qualifications means certification, educational background, previous experience, evaluations, bona fide occupational qualifications and recommendations.

The Board shall inform teachers of all vacancies and new positions in the administrators' bargaining unit by posting a notice of that vacancy or new position on the faculty bulletin board in each building for a period of five days.

Vacancies and new positions which occur in both the teachers' and the administrators' bargaining units during the summer vacation shall be posted on the District's website.

At any time during the calendar year, a teacher who desires to apply for any vacancy or new position (in either the teachers' or the administrators' bargaining unit) shall file his application, online, with the Superintendent within the time limit specified in the notice.

Redding

The existence of vacancies in the Redding Elementary School and the John Read Middle School shall be adequately publicized by the Superintendent within the school system, including a posted notice in every school as far in advance of the date of filling such a vacancy as possible (preferably thirty (30) days and in no event less than two (2) weeks in advance, except for vacancies occurring in the last two (2) weeks preceding the start of the school year where posting requirements shall be waived). Where the need to fill a vacancy or position arises during the summer months, notification by mail will be forwarded to the REA and to those teachers who have indicated a preference for the vacant position in accordance with subparagraph D, Article VII.

Ridgefield

For all bargaining unit openings, for bargaining unit positions paying a salary differential and for specialists and/or special project teachers, an announcement, including qualifications therefor, shall be posted in each school as soon as possible after such openings occur.

Vacancies

All Teachers shall be given adequate opportunity to make an application for such positions. Those who make an application must be granted an interview. When qualifications of the applicants are equal in the judgment of the Superintendent, preference shall be given to candidates currently employed by the Board. If the candidate so desires, an opportunity shall be given to discuss the disposition of his or her application. Assignments, promotions and transfers shall be made without discrimination in regard to race, creed, color, nationality, age, sex, marital status or political affiliation which is violative of federal and/or state law. In order to prevent multiplicity of claims, any teacher who files a discrimination complaint with either the Connecticut Commission on Human Rights and Opportunities, the Federal Equal Employment Opportunity Commission and/or a state or federal court will, by that act, waive access to the Grievance and Arbitration Procedure set forth in Article XI hereof.

Shelton

The final responsibility for promoting individuals rests with the Board of Education or its designated representative, the Superintendent of Schools. All such promotions which the Board desires to fill shall be filled in the following manner:

Any vacancy shall be publicized both within and outside the school system, including a notice through the school district's e-mail system and on the school district's website in advance of the appointment.

Said notice of vacancy shall clearly set forth the qualifications for the position.

Teachers who desire to apply for such vacancies shall file their application in writing with the Office of the Superintendent or his or her designee within 10 school days of the time said vacancy has been posted. Such applications must be accompanied by proof of certification. Other material, including transcripts, may be requested to assist in determining the suitability of the applicant for the position.

Sherman

Vacancies in teaching positions shall be posted in the main office work room and via email by the Superintendent or his/her designee within twenty-one (21) days after the vacancy becomes known. During the summer months,

Vacancies

notification will be made by mail to the SEA President. Notification shall include qualifications required for the position. Teachers who desire to apply for such vacancies shall file applications in writing within the time limit specified in the notice. Assignment to positions and transfer within the Sherman system shall be determined by the Superintendent or his/her designee.

Stamford

[Vacancies]

A list of anticipated vacancies for the coming school year shall be posted in each school and in the Personnel Office no later than June 1st of any school year, except if the vacancy should occur after that date. Vacancies occurring after June 1st and before August 15 shall be posted in the Board of Education Offices, in each school and on the Board of Education's website, and a copy shall be sent to the SEA President. "School year" means the unit member school year, and "school term," means the student school year. The posting shall be effective for a period of five (5) days.

Unit members who wish to be considered for a voluntary transfer during the summer must make written application to the Principal(s) of the school(s) where the vacancy occurs and to the Director of Personnel.

Principals will make reasonable effort to contact a unit member who requests such a transfer.

The unit member will make a reasonable effort to be available at the convenience of the Principal.

No appointment will be reasonably delayed by the inability of the Principal to contact the unit member.

Principals will include for consideration the names of all unit members who request a voluntary transfer prior to April 1, along with any new applicants for vacant positions that occur after June 1. Names of unit members considered for each vacancy will appear on the appropriate selection file.

One interview at a given location will serve as a response to further requests for voluntary transfer to additional vacancies at the same location.

Vacancies

These guidelines shall be subject to review at the end of the contract term.

The parties agree that unit members employed in the Stamford Public Schools will be given strong consideration when vacancies occur within the system in light of the District's commitment to provide career options for unit members based on their current training and experience.

[Promotions]

All openings for positions paying a salary differential shall be publicized in every school and shall be posted on school bulletin boards as far in advance as possible and ordinarily at least ten (10) work days in advance. Bargaining unit positions not paying a differential shall be posted as above for a minimum of five (5) work days. A job description or statement of qualifications posted in each school and promotional procedures shall be followed.

During the summer months there shall be maintained an eligibility list for prospective openings in positions described in A above. Any unit member desiring to be considered for such openings occurring during July and August shall file his/her intent to be considered no later than June 30th. In the event that a vacancy in such a position occurs during July and August, it may be filled without posting. In filling a vacancy, the administration and the Board will consider applicants on the eligibility list and shall notify in writing all unit members on the list. Unit members who are so notified of the opening shall have ten (10) days to apply for the vacant position. Nothing in this Article shall be construed to prevent the Board from considering other candidates for a position.

Stratford

Presently employed personnel will have first preference for any regular teaching opening; provided, however, for calendar year 2011 only, this provision shall not apply, it being the intent of the parties that the Superintendent have final discretion to fill vacancies and assign teachers following implementation of the early retirement plan at the end of the 2010-11 school year. Any vacancies for September of the following year, which are known at least one (1) week prior to the close of schools, shall be posted on the school website as far in advance as possible, but in

Vacancies

no case less than five (50 days. It is understood that an opening at the classroom teaching level will require only one (1) posting, and that any further openings created by the filling of the initial opening will not require additional posting.

Trumbull

Posting of Vacancies. All vacancies for advancement to those positions contained on the Administrative Salary Schedule shall be published in all schools at least ten (10) and ordinarily thirty (30) days in advance, except in the case of temporary or acting appointments. Temporary or acting appointments of Teachers to such administrative positions shall not exceed ninety (90) days except by mutual consent of the Board of Education and the Association. Requirements, such as statement of qualification and job description, shall be part of this publication. When, if qualifications and attainments of two or more applicants are considered equal, preference will be given to members of the staff.

The Administration will consider, as prime qualifications for promotion, the following:

- a. Proficiency in present assignment.
- b. Competence as a Teacher
- c. Adaptability to the requirements of the position.

In addition, the following will be considered as part of the qualifications of system staff members:

- d. Loyalty to the system.
- e. contributions to administration in the operation of the school.
- f. Knowledge of the system and its operation.
- g. Participation in system activities.
- h. Length of Service
- i. Cooperation.

Those Teachers of the school system who are qualified applicants for a new position, but who are not selected for the position, may at their request discuss the reasons for their non-selection with the Superintendent so that they may make efforts to strengthen their future candidacy.

Teachers desiring to be informed of vacancies for advancement occurring during July and August shall prior

Vacancies

to June 15 register their desire with the Superintendent's office indicating as specifically as possible their area(s) of interest. The Superintendent's office will then notify them of any such vacancies during these months.

Weston

No provision

Westport

The Board of Education believes that staff members presently employed should be given every consideration and encouragement with regard to advancement to leadership positions within the school system. To that end the Superintendent shall make administrative arrangements for announcing and describing such vacancies and the qualifications thereof in all schools as soon as the vacancies are known; for interviewing all qualified local candidates who have submitted written applications; and for notifying all local candidates of their status in this regard at the earliest possible moment. Notwithstanding the foregoing, vacancies, whether for administrative, teaching or extracurricular positions, may be filled during the summer months five (5) days after notice has been posted in each Westport school and written notice has been e-mailed and mailed to the President of the Union at the Union's address.

It is, of course, Board policy that the Superintendent is charged with the responsibility of recommending to the Board of Education for appointment to leadership positions the persons who, in his/her judgment, are best qualified through training, experience and personal characteristics for these positions.

Wilton

The Board and the Association agree that all position vacancies in the bargaining unit will be posted in each school and on the district website. For the purpose of this article, "vacancy" or "vacancies" shall mean positions which are open as a result of death, retirement, discharge, resignation or the creation of a new position or positions which open after a transfer or series of transfers. No posting shall be required in a situation where an incumbent teacher is placed in a position in order to avoid employment contract termination or displacement of another teacher.

Region 9

Vacancies of position which are caused by death, retirement, discharge, resignation, or by the creation of a

Vacancies

new position shall be filled pursuant to the following procedures:

The existence of vacancies of position shall be adequately publicized, both within and outside the system, including a notice in school (by posting or otherwise) as far in advance of the date of filling the vacancy as possible. Adequate publication shall be deemed to mean an email addressed to all current certified employees and confirmation of receipt of notice by the JBEA President or his/her designee.

Said notice of vacancy of position shall clearly set forth the qualifications for the position.

Teachers who desire to apply for such vacancies of position shall file their applications in writing with the Superintendent within the time limit specified in the notice.

Such vacant positions shall be filled on the basis of the individual most qualified for the vacant position as determined by the Assistant Superintendent/Head of School and Superintendent. This does not supercede 8.3(b), which has precedence for part-time teachers.

ISSUE

#17

PROFESSIONAL MEETINGS

Norwalk

Teachers recognize that their responsibility to their students and their profession requires the performance of duties that involve time beyond that of the normal school day. Although Monday and Tuesday afternoons are reserved for meetings and in-service training sessions, meetings affecting the same teachers shall not be scheduled for both days more than once a month. Attendance at parent conferences is a professional obligation. Attendance at PTA meetings by teachers shall only be required at meetings which are concerned with curriculum and/or student progress.

Faculty meetings shall be limited to a maximum of two per month and shall normally be completed in 45 minutes, but shall not exceed one hour. The faculty meeting shall begin ten minutes after the dismissal of the last class of the day. City-wide departmental meetings shall be limited to two each semester and shall not be scheduled in the same week as other meetings involving the same teachers.

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

Curriculum in-service meetings involving the same teachers shall be limited to one (1) per month, except during those months where there are five (5) Mondays or Tuesdays, two (2) in-service meetings may be held.

Once a month the same teachers may be asked to attend either an additional mini-faculty meeting or a mini-curriculum in-service meeting with the same restrictions as days of the week, starting time and length of time as outlined in paragraphs one and three above. This meeting shall not occur on the day the bargaining unit holds its monthly general membership meeting.

Professional Meetings

The Federation shall not schedule meetings during the school day except with prior approval of the Superintendent.

All educational committee meetings either on a City-wide or building level shall be open to the public, including teachers, in accordance with Sunshine Laws.

All teachers, including part-time teachers, are required to attend all professional meetings, including, but not limited to, faculty meetings and professional development workshops. Part-time teachers who are not scheduled for one or both of the last two periods of the teaching day shall be paid for the meeting time at the in-service hourly training rate.

Bethel

Teachers shall customarily remain after school to attend a maximum of two (2) meetings a month regarding building, grade level, district, or departmental business. There shall be a week's notification and an advanced publication of agenda except in emergencies. Newly hired teachers shall attend an additional six (6) after school meetings for professional development as scheduled each year by the administration.

In addition, teachers may be required to attend five (5) after school meetings each year (one every other month) for inter-school matters. In the event of an inter-school meeting, teachers shall not be required to stay more than two (2) hours beyond the end of their school day, inclusive of the one and one-half hour meeting.

In addition, from time to time, there will be special in-service programs and meetings for subject and grade level at which attendance will be required.

All after school meetings shall begin promptly and continue no longer than one and one-half hours. This limitation shall not apply to in-service programs.

Attendance will be required for four evenings a year and for such individual conferences with parents as may be deemed necessary by the administration.

Professional Meetings

There will be systemwide released time meetings with approval of the Superintendent following an evaluation of the preceding year.

Bridgeport

No provision

Brookfield

No provision

CES

No provision

Danbury

(1) Teachers may be required to attend staff, operational or other meetings held after pupil dismissal. There shall be no more than three (3) such meetings in each month. Two (2) of these monthly meetings shall be building meetings and one (1) of these monthly meetings shall be a department meeting. These meetings shall begin no later than fifteen (15) minutes after the end of the teacher work day, and shall not exceed an hour in length. They shall be held on Monday or Tuesday when possible, with Thursday used as a make-up day and with Wednesday reserved for Association business. The subject matter of these meetings shall be at the discretion of the Administration.

(2) Attendance at meetings other than building, departmental or staff meetings, such as PTA/PTO affairs, shall be at the option of the individual Teacher.

(3) Attendance at up to five (5) evening meetings per year is required as follows:

- (a) One (1) evening in observance of American Education Week for open house.
- (b) Two (2) evenings, one during each half of the school year, to be used for parent-teacher conferences.
- (c) One (1) evening meeting may be scheduled at the discretion of the Superintendent.
- (d) One (1) evening meeting may be scheduled at the discretion of the teachers of each school. The decision to have said meeting shall be determined by a vote of the Professional Staff at the building level. A $\frac{3}{4}$ majority in the affirmative of the teachers

Professional Meetings

assigned to the building shall establish the meeting.

Darien

Attendance at any meeting which takes place during the work year on a weekend, holiday or regularly scheduled vacation will be voluntary.

Teachers may be required to attend staff or department meetings outside the regularly scheduled work day up to one and one-half (1½) hours two (2) days each month or the equivalent of three (3) hours per month.

Attendance at evening functions other than the fall open house and the spring open house, is encouraged but will be voluntary.

Easton

No provision

Fairfield

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

- i. All staff members shall remain at the meeting until it is officially adjourned. Any deviation shall be cleared through the chairman in advance.
- ii. Although no definitive time limits can be established it is suggested that meetings should not go beyond 1½ hours.
- iii. Excused absence shall be based upon extraordinary or unavoidable circumstances beyond the control of the person involved and approved by the teacher's immediate supervisor.
- iv. Absence from faculty or departmental meeting shall be communicated to the chairman of the meeting in advance by the teacher.
- v. Those personnel who have coaching assignments are excused from faculty or departmental meetings only at those times when an interscholastic contest is to be held.
- vi. Unexcused Absence

Professional Meetings

- 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.

Greenwich

The teacher's professional responsibility requires attendance at meetings after the regularly scheduled workday. The number of such faculty or departmental meetings in the afternoon at which attendance is required by the Administration shall be limited for each teacher to an average of four (4) per month, each of which shall not exceed ninety (90) minutes. The number of meetings in the evening at which attendance is required by the Administration shall be limited for each teacher to three (3) per year. Teachers may attend additional afternoon or evening meetings at their discretion.

Monroe

With the aim of continuing to improve communications and to exercise fully the professional responsibility of the teaching profession, teachers are encouraged to attend all P.T.O. and other such meetings.

A teacher may be required to report or remain after the regularly scheduled work day up to fifty (50) hours per year but not more than six (6) hours per month for meetings or workshops.

New Canaan

No provision

New Fairfield

The duration of after school staff meetings which teachers are required to attend shall be no longer than one (1) hour from the time of commencement of the meeting. Such meetings shall begin within fifteen (15) minutes after dismissal and shall be held on a building by building basis.

Professional Meetings

After school staff meetings shall be held during the first three weeks of each month according to the following schedule:

- Tuesdays - Consolidated School and Meeting House Hill School
- Thursdays - New Fairfield Middle School and New Fairfield High School.

With two weeks advance notice, the Superintendent may call a joint meeting of either Consolidated School and Meeting House School or the Middle School and the High School on the day normally scheduled for such schools, provided that there shall be no more than three such joint meetings annually of the Middle School and the High School.

If an after school staff meeting is cancelled for any building's teachers due to school holidays or inclement weather during any calendar month, the meeting may be rescheduled to take place during the fourth or fifth week of that month for the affected school(s) on the weekday set forth in Section 10.2, above.

During the fourth week of each month, the Director of Pupil Personnel Services and/or Curriculum Supervisors may require such teachers as they designate to attend an after school meeting. Such meeting shall not last longer than one and one-half (1-1/2) hours. Section 10.1 shall not apply to meeting called under Section 10.7. In the event such a meeting is called, all teachers required to attend shall be compensated at the rate of \$24.72 per hour.

Newtown

Classroom teachers may leave the building soon after the student dismissal on days when they are not required to assist students in need of special help, supervise students who arrive or depart outside the normal working schedule, take part in parent-teacher conferences, assist in the supervision of student activities which occur out of regular school hours or to engage in any other duty, assignment, meeting or activity. Attendance shall not be required, however, at more than six (6) evening meetings per school year.

Professional Meetings

Redding

The Board and Association recognize and agree that the teacher's responsibility to the school system, the students and their profession entails the performance of duties and the expenditure of time beyond the student school day, but that the teachers are entitled to regular time and work schedules on which they can rely and which will be fairly and evenly maintained throughout the school day. To this end, the teacher workday will start ten (10) minutes before the student school day. In recognition of individual teacher and program needs, the parties agree that, with at least five (5) school days' notice, except in emergency situations, the principal may schedule a meeting up to thirty (30) minutes before or thirty (30) minutes after the student school day. The Principal will not schedule more than two (2) full staff meetings per month and no teacher will be required to attend more than three (3) meetings per week. The Principal will, however, be very cognizant of the overall number of meetings required of individual teachers and make reasonable efforts to insure that no teacher is overburdened. If no meeting is scheduled for a given school day, teachers will be allowed to leave ten (10) minutes after the student school day ends. In no case, however, shall the regular workday be extended beyond a total of forty (40) minutes beyond the regular student school day.

Ridgefield

All Teachers will be expected to be on duty before the opening of school and after the closing of school long enough to plan and fulfill their professional responsibilities. Teachers will be present and on duty each school day for at least 30 minutes in addition to the length of the student day. The student day is defined by the official school schedule for students. Teachers are expected to be available for student help; parent conferences; faculty meetings; general staff department, or group meetings; committee work; and other activities of a professional nature after regular school dismissal.

Shelton

Teachers may be required to report or remain after the regularly scheduled work day for up to forty (40) hours per school year for general faculty, system-wide, building or departmental meetings - on Wednesdays or other mutually agreed upon days. Professional meetings such as faculty meetings, curriculum study meetings, teacher collaboration meetings, workshops, in-service education meetings, etc.,

Professional Meetings

shall be held at this time. There shall be at least one collaborative meeting per month concerning educational programs. Attendance at all meetings is made mandatory for those teachers for whom the meeting is intended.

Meetings will be kept to one (1) hour unless exceptional circumstances prevail. Exception: Up to three in-service meetings or follow-up in-service meetings will be for two hours in length. CEUs shall be offered where applicable.

It is probable that certain valuable programs sponsored by outside sources cannot be scheduled for a Wednesday. If any such program is held on a different date, it shall take the place of a regular Wednesday meeting.

Individual parent-teacher conferences instituted by the parents or the teacher are an integral part of a good education system. The present practices of encouraging such conferences by the teachers and parents shall be continued.

School-wide parent-teacher conferences shall be held on four (4) evenings each school year scheduled on two (2) days in the fall and two (2) days in the spring. The day following each evening parent-teacher conference shall be an early dismissal day for teachers and students.

Sherman

Regular classroom teachers may be required to remain after school for up to one hour one day each month to attend a Superintendent or his/her designee's general staff meeting or other meetings called by the Superintendent of his/her designee, and up to one hour one day each month to attend special group meetings.

The SEA agrees to attend Open House and to encourage its members to attend special evening meetings.

The SEA shall encourage the voluntary participation of its members in occasional meetings, such as those for in-service training or curriculum development, which shall have as their purpose the improvement of the educational system of the Town of Sherman.

The Board may require attendance at two evening meetings each year.

Professional Meetings

Stamford

Unit members may be required to remain after school for approximately one hour to attend each of the following staff meetings:

- (a) Superintendent's Staff Meetings - No more than eight (8) per year.
- (b) Two days each month - building meeting called by the school principal or the principal's designee.
- (c) One day each month for any one of the following: Department meetings, grade level meeting, or special group meetings as authorized by the Superintendent, Department Head, School Principal, or their designees.
- (d) Unit members taking graduate courses vital to their program, which cannot be obtained at any other time in conflict with after school meetings, may request permission to be excused from after school meetings.

Except in cases of emergencies, agendas will be prepared and distributed to all unit members at least one day prior to the meeting.

Unit members shall attend one scheduled Open House per year in the school to which they are assigned and shall be available for two evenings each school year for parental conferences, as necessary, for those parents who are unable to meet with the unit members during the school day. Such evenings shall be scheduled well in advance, but not on vacations, holidays or weekends. A unit member shall not be required to attend if the unit member and a parent have scheduled no parental conference or requested by a parent through the administration.

Stratford

Teachers may be required to remain after the teacher's working day for up to one and one-half (1½) hour to attend staff meetings. All after school staff meetings for teachers combined shall not exceed three (3) hours per month. The dates for all meetings for the subsequent school year shall be distributed to all affected teachers by the conclusion of the first thirty (30) days of school. The Board may modify such dates during the school year in the event that special circumstances arise.

Professional Meetings

Trumbull

Teachers may be required to remain after the regularly scheduled workday up to seven (7) hours each month (a maximum of two (2) hours in any one-day) to attend workshops, staff meetings and PPT's.

Workshop schedules will be published at least thirty (30) days in advance.

Attendance at any function which takes place in the evening or on a weekend or holiday (except for room visitations and parent/Teacher conferences) shall be voluntary.

Weston

The teacher work day is defined as fifteen (15) minutes before the starting time of students and twenty (20) minutes after the dismissal time of students. Accordingly, all teachers will be at work or at their assigned duty fifteen (15) minutes before the starting time and twenty (20) minutes after the dismissal time of the students in the school to which they are assigned. Teachers are also expected to be available for up to an additional sixty (60) minutes beyond the teacher work day per week for professional responsibilities, which include but are not limited to: student help, parent conferences, PPT meetings, faculty meetings, grade level or department meetings, committee work, training, and other similar activities of a professional nature which teachers have participated in before and after school. Additionally, teachers are expected to attend the Annual Back to School Night.

Westport

All teachers shall be required to attend two (2) evening meetings of no more than three (3) hours duration during the first half of each school year and one (1) evening meeting of equal length during the second half of each school year. At least one of the first semester meetings shall be reserved for Back-to-School Night activities, with the other two meetings utilized for either Back-to-School Night activities or parent-teacher conferences, said decision to be made by the Board. Parent-teacher conference days at the elementary school level shall be limited to three (3) during each of the first and second halves of the school year.

The duration of the teaching day is defined as no more than seven and one-half (7 ½) hours. Of this time six and three-quarter hours (6 ¾) hours is assigned to the formal student

Professional Meetings

schedule and forty-five minutes to unscheduled teacher activities within the building. Normally, teachers are expected to be present up to one-half ($\frac{1}{2}$) hour before the official opening of classes and to remain for up to one-half ($\frac{1}{2}$) hour following the official end of classes (not to exceed forty-five (45) minutes in total), but variations in the timing of these unscheduled activities are at the discretion of the principal. Scheduled activities such as staff meetings and authorized in-service programs may extend beyond the duration of the teaching day. In addition to the foregoing, beginning in September 2007, all staff members shall be required to attend periodic professional activities scheduled for two hours beyond the normal teacher work day, not to exceed twenty hours annually, such as curriculum committees, team meetings, meetings related to specific students, and other professional activities. The parties recognize that this responsibility shall be implemented in a manner that fairly balances the need for such professional time with the other personal and professional responsibilities of teachers. Accordingly, the Superintendent shall develop reasonable guidelines for implementing this provision, which shall include the following:

- (a) Such professional activities shall not be scheduled on Friday or, at the elementary level, during conference weeks.
 - (b) When previously scheduled personal or professional obligations (e.g., medical appointments, extracurricular or co-curricular events) conflict with such scheduled professional activities, an alternative professional activity may be substituted with the approval of the principal, which shall not be unreasonably withheld.
 - (c) Reasonable advance notification of such scheduled activities (generally at least one week) shall be provided, and such activities shall not be scheduled more frequently than weekly.
1. At the middle and high school levels, the minutes of a teacher day, whether distributed over a four, five,

Professional Meetings

or eight day SCHEDULING CYCLE, or any modification thereof, shall be represented by the EQUIVALENT of five periods of student/teacher direct instructional time which, for the purpose of calculation only, shall be computed at a level not to exceed 45 minutes.

2. Each teacher at the middle and high school levels shall be required to participate in a PROFESSIONAL ASSIGNMENT (such as tutoring, conferencing with students, meeting with parents, and/or learning center assignments) or STUDENT MONITORING ACTIVITIES (such as hall duty, playground duty, cafeteria duty, bus duty, in-school suspension and/or study hall), to be determined by the building principal. Said professional assignment or student monitoring activity shall be for no more than the EQUIVALENT of one period per day over the defined scheduling cycle.
3. The Board of Education reserves the right, additionally, to assign all teachers at the middle and high school levels to homeroom supervision. The Board reserves the right to utilize for homeroom all the time (or any portion thereof) currently devoted to communication time at Staples High School.
4. Each teacher at the middle and high school levels shall be assigned the EQUIVALENT of one period per day for teacher planning time to prepare lesson plans and materials for instruction.
5. Elementary teachers shall be provided 225 minutes of preparation time weekly, with the exception of Kindergarten teachers who, under the current extended day schedule, shall be entitled to 205 minutes. If full day kindergarten is implemented kindergarten teachers shall receive 225 minutes of preparation time weekly. Elementary teachers shall otherwise be subject to assignment, such as recess and other duties in accordance with current practice, grade level meetings, parent meetings, PPTs, and other professional meetings.

Professional Meetings

The flexibility contained in these provisions is intended to enable principals to adjust teacher schedules in accordance with the exigencies of the school program, physical facilities and unusual scheduling requirements.

Wilton

In the event the Board changes the number of hours in the work day or the number of work days in the work year in a manner which would require negotiations under state law, the parties shall negotiate the impact of this change in accordance with this provision. Such negotiations, if not amicably resolved, shall be subject to the impasse resolution procedure set forth in §§10-153b, *et seq.*, of the Connecticut General Statutes, or as hereafter amended. The minimum work day shall be deemed to be an average of eight hours; with a school day equivalent to six hours and thirty-five minutes in duration, and the normal work year shall be deemed to be 187 days. The student school year shall be 181 days, subject to the right of the Board to change the student school year and the right of the Association to negotiate over the impact of any changes. The teacher work year shall also include two non-student work days and four non-student days for other professional activities as scheduled by the Board after consultation with the Association. A minimum of four Wednesday meetings per year shall be set aside for teacher-directed professional activities. In addition, teachers new to Wilton may be assigned one additional work day during their first year for purposes of orientation and training. For the purpose of this article, faculty meetings, department meetings, professional development meetings, curriculum meetings, parent-teacher conferences, parent nights and other activities or meetings in which teachers participated before or after normal working hours shall be deemed to be part of the normal work day.

Region 9

Teachers shall attend all general faculty meetings and all department meetings, except as excused in advance by the Assistant Superintendent/Head of School or in his absence the Assistant Superintendent for Curriculum and Instruction. In emergency situations, notification of the Assistant Superintendent/Head of School or the Assistant Superintendent for Curriculum and Instruction will be sufficient. This does not apply to individuals out of the building on approved leave on the day of the meeting. This also does not apply to any coach in season who does not have an assistant coach, or to any coach in season whose

Professional Meetings

athletes must attend an athletic contest during the time of the particular meeting. A coach in season who has an assistant coach is expected to have the assistant coach supervise a practice during the time of the particular meeting, except that if both the coach and the assistant coach have meeting responsibilities after school, the Administrator for Athletics/Health and Physical Education will determine which coach should attend the particular meeting and which coach should supervise the practice. Any faculty member who is excused from attending a meeting is responsible for contacting the Assistant Superintendent Head of School, or for a department meeting, the Department Chair, to obtain information from the meeting. This provision of the Agreement applies only to those teachers filling teaching assignments that are more than 45%.

ISSUE

#18

CLASS SIZE

Norwalk

1. It is recognized that the number of pupils assigned to a teacher has a relationship to the quality of instruction offered. The Federation and the Board shall continue to consult to eliminate as rapidly as possible all instructional classes of heterogeneously grouped children in excess of twenty-two (22) students per class in grades K, 1, 2; twenty-four (24) students per class in grades 3, 4, 5; and twenty-eight (28) students per class at the secondary level. These class size provisions shall not be applicable to magnet schools.
2. The Board intends to maintain a pupil-teacher ratio of 24.0 to 1 at the elementary schools and 21.3 to 1 at the secondary schools, exclusive of team teaching, during the length of this agreement.
3. Ratio Positions Defined:
 - a. Elementary - Included in the ratio are all grade level classroom teaching positions^{***} and redeployed teaching stations.

Excluded from elementary ratio are: Physical Education, Art, Music, Traveling Librarian, all Special Education (including learning centers, learning disabilities, speech and hearing, visually handicapped and gifted children), Corrective Reading, Language Development, Social Workers, Psychologists and all special grant positions such as Career Education, Bilingual, etc.
 - b. Secondary - Included in the ratio are subject area positions including Physical Education, Art, Vocal Music, and redeployed teaching positions.

Excluded from the secondary ratio are: Briggs High School, Special Education,

^{***} Kindergarten enrollment is divided by 2 before ratio is applied when Kindergarten is scheduled on a half day session.

Class Size

Guidance Counselors, Librarians, Planetarium, Young Parents Program, Social Workers, Psychologists, and all special grant positions as Bilingual, Career Education Aero Space, Vocational Education, Drop-out, etc. Release time for department chairpersons is not charged to ratio.

- 4. It shall be the prerogative of the teacher and/or teachers to consult with their principal in an effort to resolve class size problems at the building level. The parties agree that Administration, after consultation with the Federation, will, no later than October 5 each year, submit to the Board a plan to reduce excessively large classes, recognizing the distribution of enrollment, programs offered, ages of children, and utilization of personnel. The Board shall accept, reject or modify the proposal of the Administration no later than the second public Board meeting in October. The same procedures shall be implemented at the secondary level for the second semester no later than the second public Board meeting in February.**

High school teachers, except teachers of physical education, health, music and other classes that meet every other day shall have a maximum student load of 130. Students assigned to science laboratory classes are not included in the 130 total.

Bethel

The Board and the Association agree that there should be an equal inter-departmental distribution of teaching responsibility in regard to class size and teaching load. Therefore, it shall be the policy of the Board to:

- (a) Wherever feasible and subject to the circumstances which exist regarding staff and facilities, strive for an optimum of 25 pupils to a class. In determining class size and distribution, the Administration shall take into consideration students identified through testing and/or PPT meetings, as having special needs and requiring special attention.

Class Size

- (b) Wherever feasible and subject to the circumstances which exist regarding staff and facilities, limit study halls to a ratio of one teacher for the first 30 students and one paraprofessional for every additional 20 students.
- (c) Attempt to maintain the size of all classes in the best interests of the children involved in the educational programs of the Bethel School System as determined by the building principal and Superintendent

Bridgeport

The Board adopts the following class size limitations:

- a. Limit size of grades 2-12 to thirty (30) pupils; effective July 1, 2010, twenty-nine (29) pupils.
- b. Limit class size of K-1 to twenty-five (25) pupils; effective July 1, 2010, K-1 to twenty-four (24) pupils.
- c. Limit study halls to a ratio of one teacher to every forty (40) students.
- d. Require special subject area teachers on a full time basis to assume full responsibility of the classes.
- e. A reasonable effort shall be made to limit the number of students in technology education classes.
- f. Limit split grade classes grades K-1 to twenty (20) pupils.
- g. Co-teaching classrooms as defined by two (2) certified teachers assigned to the same classroom may have thirty (30) students for grades K to 1.
- h. Limit class size of Pre-K to eighteen (18) pupils.

Exceptions to the provisions of this Section may be made only if the Superintendent of Schools determines that it is necessary to do so in the best interests of the educational process. A disagreement over whether an exception is justified shall be subject to the grievance procedure. The foregoing standards are subject to modification for

Class Size

educational purposes such as the avoidance of split-grade classes or half-classes or specialized” or experimental instruction (e.g., music, team teaching, physical education, large group instruction and typing).

Brookfield

It is the desire of the Board to maintain, wherever possible, classes of a size that will preserve the best teaching-learning conditions, dependent upon such factors as available personnel, physical facilities, financial abilities, etc.

Wherever questions arise or circumstances may indicate the need, the Board shall seek the advice of the Principal and the affected teacher.

CES

No provision

Danbury

Except for the areas of Music, Physical Education and Driver Education:

- (1) No regular class shall have more than thirty (30) students.
- (2) No Teacher shall, at any given time, have instruction responsibility, regardless of class size, for more than 125 students.

Darien

No provision

Easton

No provision

Fairfield

Middle School Duties, Responsibilities and Working Conditions:

Community Approach

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

Class Size

accommodated within this community size in accord with Item 4.2.5 below.

Student Load and Class Size

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

Art	120
Computer	110
Foreign Language	105
Health	125 per day
Home Economics	
Lab	90
Non-Lab	120
Industrial Arts/Technology	
Shop	90
Drafting	120
Music	
General	150
Theory, History & Appreciation	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.

Guidance Counselors

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

Special Education - Middle School*

- a. Student load - Special Education Resource

Class Size

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

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 be applicable to any other situation.

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.

Secondary Class size (Board Policy)*

High School Duties, Responsibilities And Working Conditions

Student Load and Class Size

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

Art	120
Business Education	120
Counselor	250

Class Size

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

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

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.

Class Size

- 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.

Secondary Class Size (Board Policy)*

Special Education - High School*

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

Greenwich

Teachers normally having outside preparation of several hours and large numbers of papers to correct may expect a daily assignment of a homeroom, four or five instructional periods (dependent on class size, ranging from 20 to 30 students) or their modular equivalent, supervision of one study period or other duty, an academic support period (at the high school), and one planning and conference period.

Monroe

Pupil-Teacher Ratio

The Board and the Association recognize that the pupil-teacher ratio is one of the important aspects of an effective education program. In this regard, it is recognized that the Board has the continuing obligation to provide a ratio which meets the educational and financial needs of the Monroe system and the particular curriculum involved.

Split-Grade Classes

Unless established for the purpose of implementing a specific program, no split-grade classes shall be maintained in the elementary schools.

Class Size Determination

- (i) The Board shall make every reasonable effort, prior to the start of the school year, to maintain class sizes of approximately 25 students K-4 and 28 students 9-12.

Class Size

- (ii) When the school day in the middle school is divided into 6 or 7 periods of approximately equal length, as was the standard during the 1970-71 school year, the Board shall make every reasonable effort to maintain the class size of approximately twenty-five (25) in grades 5-8. When the school day in the middle school is not divided into 6 or 7 periods of approximately equal length, as was the standard during the 1970-71 school year, the foregoing limitation shall not apply.

Special Education

- (a) Prior to the inclusion of a student from a special class into a regular class, the principal or his designee shall confer together with both the teacher receiving the child and the teacher sending the included child in order to review the child's specific needs and problems, and to instruct the receiving teacher on the special techniques and/or methods to be performed with said child.

Considerations for Modification of Class Size

The foregoing limitations shall be subject to modification by the Board for bona fide educational purposes such as, but not limited to, the following:

- (a) Split-grade classes
- (b) Specialized classes
- (c) Large group instruction
- (d) Team teaching
- (e) Experimental programs

Class Size in Special Equipment Area

In areas where special equipment is required, the number of students per class will not normally exceed the number of

Class Size

	stations available where laboratory or other team teaching is employed.
New Canaan	No provision
New Fairfield	Whenever practicable, the Board shall maintain: A teacher/pupil ratio of 1:25 in K-6 classrooms, including health classes; and A teaching responsibility of not more than 135 students per day in grades 7-12. Teachers of art, music, library, and physical education at Consolidated and Meeting House Hill Schools shall have a pupil-teacher ratio which does not exceed an average of 160 students per day in a regular school week.
Newtown	Subject to the availability of funds and facilities, class sizes for the duration of this contract will be planned in accordance with this Article 8. For the purposes of this Article, "regularly scheduled class" means a class assigned to a teacher to teach on a continuing basis. Except for the subject area referred to in Section 8.3, or for the purpose referred to in Section 8.4, regularly scheduled classes shall be planned for an average of twenty-five (25) pupils and a maximum of thirty (30) pupils. The standards set forth in Section 8.2 shall not apply to secondary classes in music, driver education or physical education. The standards set forth in Section 8.2 may be modified for the following bona fide educational purposes: Large group instruction. Team teaching. Experimental programs. To take into account special needs or factors, such as safety, space and equipment, assignment of teacher

Class Size

aides, student capability, amount of teacher clerical work, student age, degree of individual attention required by subject matter, or state requirements.

Redding

No provision

Ridgefield

It is agreed that the following norms and standards shall apply in the processes of grouping, scheduling, and recruitment. Class sizes shall show general adherence to these standards, with allowance made for normal enrollment growth during the forthcoming school year.

It is agreed that a class size of twenty-five (25) is the desired maximum in regular elementary and secondary classrooms.

- a. Reasonable effort shall be made to establish the sizes of kindergarten and grade one (1) classes at twenty (20).
- b. Reasonable effort shall be made to establish classes for slow learning students at a class size of fifteen (15).
- c. Classes in Physical Education shall be limited in size to a number which is compatible with accepted principles of safety and good instruction.
- d. No science laboratory, technical education, life education or family consumer science class shall be scheduled with more students than there are permanent laboratory stations or than is consistent with safety standards or effective utilization of equipment. Reasonable effort will be made to keep other laboratory class sizes commensurate with safety standards and effective utilization of equipment.
- e. Classes in Special Education shall not contain more pupils than designated by standards developed and promulgated by the State Department of Education.

Class Size

- f. In evaluation of a Teacher's performance, consideration shall be given to the number of students assigned to him or her, in individual classes and in total.

Shelton

Every reasonable attempt will be made to keep a regular class size to no more than thirty (30) pupils. The Board shall be notified by the Superintendent of any class which exceeds twenty-five (25) pupils. The above shall not apply to chorus and band where such size may be appropriate and desirable.

In determining class size, the specialized needs of students with disabilities shall be considered and the size of the classes will approximately reflect the impact of each such student on the program being taught in the class. Every reasonable attempt will be made to assign students with disabilities, in a manner which gives primary consideration to the overall instructional program. Grade level teachers receiving students with special needs and their administrators will meet and discuss assignments prior to being made. Nothing in this section shall be construed to in any way limit the authority of the PPT or the building administrator to assign students to classes.

Every reasonable effort will be made to see that no regular classroom teacher will have instructional responsibility for more than one hundred fifty (150) students during any school day. The Board and the Association, or their respective delegates, will meet periodically to discuss ways and means of achieving optimum class load.

In grades 7-12, classes which use chemicals, power or mechanical equipment or animals, consideration shall be given to the number of students who can be accommodated in such settings safely.

Sherman

The Board of Education and the SEA agree on the following class size guidelines:

- 1 Kindergarten class size shall ideally be fifteen (15) pupils and normally shall not exceed twenty (20).

Class Size

2. Class size in Grades One through Eight shall ideally be twenty-five (25) pupils and normally shall not exceed thirty (30).
3. Teachers shall not normally be assigned a total class load of more than one hundred twenty-five (125); teachers of English shall not normally be assigned a total class load of more than one hundred (100) in English.

The foregoing guidelines are subject to modification by the Board for educational purposes such as specialized or experimental instruction (team teaching, music, physical education, etc.)

Stamford

The Board of Education through their agent, the Superintendent of Schools, shall endeavor, under normal circumstances, to maintain class size as follows:

- (1) No regular, secondary class shall have more than thirty (30) students.
- (2) No Special Education Class shall have more than twenty (20) pupils. The composition and size of such classes shall be in accordance with State Board of Education Policy.
- (3) The foregoing standards are subject to modifications by the Superintendent for educational purposes such as the avoidance of split-grade classes or half-classes or specialized or experimental instruction (i.e., music, team-teaching, keyboarding classes, physical education).
- (4) In grades K-5 the class size shall not exceed 25 pupils, and any special education or bi-lingual pupils not present a full school day. If the class size exceeds 25, the Board shall employ an educational assistant. Class size may also be reduced through the addition of professional staff, physical expansion and/or portable classrooms.

Class Size

Stratford

The maximum number of pupils per teacher shall be as follows:

Kindergarten and First Grade Classes	27
Second through Sixth Grade Classes	32
Seventh through Twelfth Grade Classes	35
Special Education Classes	15

The above shall not include study halls, team teaching, physical education classes, choruses, bands, and similar situations where size may be desirable and/or not detrimental to the education objective to be achieved. Class size for Home Economics, Lab Science, Industrial Arts, and Level 3 classes shall be determined by the number of permanent work stations available, however, the number of students shall not exceed 24.

The Board and the Association agree that further reduction in the class size limitation set forth above are desirable, and to the extent possible under the circumstances (e.g., availability of staff and facilities) such reductions shall be made.

Special Education students who are mainstreamed in a regular classroom as a result of their IEP (other than students receiving speech and/or language services only) should be "weighted" on a one and one-half for one (1.5:1) ratio in determining class size maximums. All fractional computations shall be rounded to the next highest number.

It is understood that if these maximum numbers are exceeded after February 1st of any school year by the enrollment of not more than two (2) additional students, the Board shall not be required to subdivide the class.

No teacher shall be assigned responsibility for more than seventy-five (75) pupils at any moment in time.

No teacher shall have instructional responsibility in Traditional Classes for more than one hundred fifty (150) pupils.

Class Size

The provisions of Section A, B and C above may be modified only if the Superintendent of Schools determines that it is necessary to do so. The Association shall be notified in writing of each instance in which the Superintendent has so determined. A disagreement over whether an exception is justified shall be subject to the grievance procedure and shall be initiated at Level Two thereof.

Trumbull

It is recognized that the size of academic classes is directly related to quality for instruction; therefore, the following goals for class sizes are to be strived for:

Kindergarten	-	25 per class
Grades 1 - 12	-	28 per class
Development	-	16 per class

The Board's goal in physical education classes will be a maximum of forty (40) students.

Whenever possible, Teachers in academic subject areas should not be assigned more than 140 students for instructional purposes.

Weston

- A. The establishment of individual class size is a matter of Board policy.
- B. The first consideration in determining class sizes shall be furtherance of the educational philosophy of the Board of Education. Class size policy should be flexible and responsive to changing student needs.
- C. In recommending the individual class size or special education teacher's case load, each Principal should include in his or her consideration the following factors:
 - 1. identification of student needs and recognition of the concept of flexibility in terms of establishing program and staffing to meet the needs;
 - 2. the economics of education;

Class Size

3. teacher individuality;
4. physical environment;
5. nature of subject taught.

D. The Superintendent will discuss with the Board of Education, at least once a year, the implications of class size. Prior to approving any change in program or course offerings, which would affect class size, the Superintendent will review the change with the Board of Education. In the event an emergency occurs which affects class size, the Superintendent will make the necessary change and report such action to the Board as soon as possible thereafter.

Westport

The parties agree that the matters of class size and staffing adequacy are subjects within the ultimate judgment of the Board of Education, except that the Board of Education on its part agrees that prior to modifying or changing existing policy thereon, it will notify the Westport Education Association, Inc. and give Westport Education Association, Inc. representatives an opportunity to discuss such modifications or changes; it is further agreed between the parties that any final determination on such policies shall be in the sole judgment of the Board and that under no circumstances shall such policy determinations be subject to grievance or arbitration under this Agreement.

Wilton

The Board and the WEA agree that class size shall be determined in accordance with Board Policy #6151. The Board shall make reasonable efforts to attain the then existing class size planning average in Policy #6151 at the commencement of each school year. It is the Board's intent, wherever possible, that no certified professional employee shall be responsible for more than the total of 125 students in regular classes.

Region 9

No provision