

AGREEMENT

between the
STAMFORD BOARD OF EDUCATION

and the
STAMFORD ADMINISTRATIVE UNIT

JULY 1, 2009 – JUNE 30, 2011

TABLE OF CONTENTS

BY ARTICLE

ARTICLE	PAGE
ARTICLE 1. - BOARD RIGHTS	1
ARTICLE 2. - RECOGNITION	2
ARTICLE 3. - ADMINISTRATIVE WORK YEAR	2
ARTICLE 4. - SALARIES AND COMPENSATION	4
ARTICLE 5. - ACCIDENT AND SICKNESS BENEFITS	7
ARTICLE 6. - HEALTH INSURANCE	8
ARTICLE 7. - INOCULATIONS	14
ARTICLE 8. - REDUCTION IN FORCE (R.I.F.)	15
ARTICLE 9. - ADMINISTRATOR TRANSFERS	17
ARTICLE 10. - CONVENTIONS AND CONFERENCES	18
ARTICLE 11. - PRE NORMAL RETIREMENT	17
ARTICLE 12. - PROFESSIONAL DEVELOPMENT PROGRAM	18
ARTICLE 13. - NON DISCRIMINATION CLAUSE	20
ARTICLE 14. - CONSULTATIONS	20
ARTICLE 15. - DURATION	21
ARTICLE 16. - FULL AGREEMENT	21
ARTICLE 17. - PROTECTION OF ADMINISTRATORS	21
ARTICLE 18. - GRIEVANCE PROCEDURE	22
ARTICLE 19. - SERVICE FEE	24
ARTICLE 20. - SCHOOL IMPROVEMENT INITIATIVES	25
APPENDIX A	26

AGREEMENT

between the

STAMFORD BOARD OF EDUCATION

and the

STAMFORD ADMINISTRATIVE UNIT

THIS AGREEMENT IS MADE AND ENTERED INTO ON THIS ____ day of _____ by and between the STAMFORD BOARD OF EDUCATION (hereinafter referred to as the "Board") and the STAMFORD ADMINISTRATIVE UNIT (hereinafter referred to as the "SAU"), jointly referred to as the "Parties".

ARTICLE 1. - BOARD RIGHTS

It is recognized that the Board has and will continue to retain, whether exercised or not, the sole and unquestioned right, responsibility and prerogative to direct the operation of the public schools in the City of Stamford in all its aspects, and all of said rights, responsibilities and prerogatives not specifically abridged, delegated or modified by this Agreement are retained by the School Board. It is further recognized that the Superintendent of Schools is the chief executive officer of the Board of Education, and shall have executive authority over the school system and the responsibility for its supervision. Said rights, responsibilities and prerogatives shall include, but not be limited to, the following: To maintain public elementary and secondary schools and such other educational activities as in its judgment will best serve the interests of the City of Stamford; to give the children of Stamford as nearly equal advantages as may be practicable; to decide the need for school facilities; and, to determine the care, maintenance and operation of buildings, lands, apparatus and other property used for school purposes; to determine the number, age and qualifications of the pupils to be admitted into each school; to employ, assign and transfer teachers; to select and assign supervisory and administrative personnel; to suspend or dismiss teachers in the manner provided by statute; to designate the schools which shall be attended by the various children within the City; to make such provisions as will enable each child of school age residing in Stamford to attend school for the period requested by law and provide for the transportation of children whenever it is reasonable and desirable; to prescribe rules for the management, studies, classification and discipline for the public schools; to decide the textbooks to be used; to make rules for the arrangement, use and safekeeping of the school libraries and to approve the books selected therefor, to approve plans for school buildings; to prepare and submit budgets to the appropriate city boards and, in its sole discretion, expend monies appropriated by the City for the

maintenance of the schools, and to make such transfers of funds within the appropriated budget as it shall deem desirable.

ARTICLE 2. - RECOGNITION

The Board recognizes the SAU as the exclusive bargaining agent for the purpose of professional negotiation and representation, pursuant to and with all the rights and privileges as provided by statute, for the administrators' unit as defined by Conn. Gen. Stat. §10-153b(a).

ARTICLE 3. - ADMINISTRATIVE WORK YEAR

A. The work year for all members of the bargaining unit employed before July 1, 2009 shall be the full calendar year exclusive of eleven (11) holidays plus twenty-nine (29) vacation days resulting in a 221 day work year. Vacation days for such administrators shall accrue at the rate of 2.4 days per month. Administrators may be advanced vacation days, provided that the Administrator receives the prior approval of the Superintendent or his/her designee and further provided that Administrator does not exceed his/her annual allotment of vacation days. Each Administrator shall annually submit to the Superintendent or his/her designee for review and approval the Administrator's anticipated vacation schedule no later than September 30. Administrators may amend their vacation schedules as needed subject to the approval of the Superintendent or his/her designee. Any Administrator whose employment with the Board terminates prior to June 30th shall be required to repay all unaccrued vacation days that have been advanced to the Administrator. Vacations shall not be taken during the week following the close of school or the two weeks before the opening of school. Administrators may use vacation days for snow days upon electronic notification to the Superintendent or his/her designee.

Vacation days that are not taken in the year in which those days are earned shall be lost effective July 1st of each year, except that Administrators may carry forward up to five (5) days of accrued but unused vacation days into the following year provided that their maximum vacation accrual shall not exceed 34 vacation days at any time (5 carry forward days plus 29 annual vacation days).

The eleven (11) holidays shall be as follows: Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Christmas Day, New Years' Day, Martin Luther King Day, Presidents' Day, Good Friday, Memorial Day. The holidays shall be observed according to the school calendar.

The Board reserves the right to eliminate 221 day positions and establish administrator positions for 206 days for administrators hired on or after July 1, 2009. The days for

such positions shall be scheduled by the Superintendent during the school year and before the beginning of the student school year and after the end of the student school year. Such administrators shall not receive separate vacation or holidays, but rather shall be paid per diem. When any such position is created, the duties of that position shall be adjusted to assure that significant new and/or increased responsibilities or duties will not be imposed on other administrators as a result of such action. No bargaining unit employee hired before July 1, 2009, shall be involuntarily transferred to a 206 day administrative position except for just cause.

B. Administrator Responsibilities

1. Building Administrators

Building administrators are the instructional leaders of their respective schools. They shall strive to set the academic tone and to improve the quality of instruction in their respective schools. Building administrators are also responsible for the effective operation of their respective buildings. To this end, it is the principal's responsibility to accomplish a smooth closing and opening of the school. It is also the principal's responsibility to resolve all problems which affect the orderly process of education and the total building operation throughout the year.

2. Central Office Administrators

Central office administrators shall seek to devote their full time, skill, labor and attention to supporting the mission, operations and instructional goals of the school district.

C. Administrators shall not take vacation time while school is in session, except under individual circumstances and with the prior approval of the Superintendent of Schools or his designee.

D. All members of the unit shall receive the following permitted absences with full pay:

1. Three (3) days per year for required personal business that cannot be conducted outside of school hours, including legal reasons.
2. Following a death in the immediate family (husband, wife, parent, guardian or foster parent, son, daughter, brother, sister, grandparent, mother-in-law, father-in-law, sister-in-law, brother-in-law, party to a civil union or any relative permanently domiciled with the family of the employee), five (5) consecutive work days of absence shall be approved by the Superintendent without loss of pay. The intent of this subsection

is to give the unit member at least five (5) consecutive work days of absence following such death and so if a vacation or holiday intervenes and provides some consecutive work days, the Superintendent shall approve only those days necessary to provide a total of five consecutive work days. One day of absence shall be approved following the death of an aunt or uncle.

3. Members of any religious faith may apply to the Superintendent or his/her designee for leave for religious holidays not provided on the school calendar, where observance is not possible outside of school hours, and where participation is customary both for the individual and his/her religious faith. This leave shall be in addition to sick leave, personal business leave or other types of authorized leave, and shall be granted to a maximum of one (1) days per year, non-cumulative.
4. Jury duty when not excused by the court.
5. Two (2) days per year for illness in the immediate family, i.e., husband, wife, son, daughter, sister, brother, mother, father or other relatives who are permanent members of the household.

ARTICLE 4. - SALARIES AND COMPENSATION

A. The salaries of all unit members covered by this Agreement are set forth in Appendix A which is attached hereto and made a part of this Agreement, and there shall be no exceptions thereto, except as may be specifically negotiated between the parties to this Agreement. For any new position in an area covered by the Recognition Clause (Article 2 above) which may be created by the Board and for which no salary provision is made herein, the parties agree that the salary for the said position shall be subject to consultation pursuant to the provisions of Article 16 of this Agreement. In the event such consultation provision does not produce an agreement, such salary issue shall be subject to mid-term negotiations (and any related impasse resolution procedures) as set forth in Conn. Gen. Stat. Section 10-153f(e).

B. SALARY CLASSIFICATION

1. The Categories used in Appendices "A", "B", "C," and D shall be interpreted and applied in accordance with the following definitions:

(a) 7th - Seventh Year

Completion of 30 credits beyond the 6th year certificate or 60 credits

beyond the master's degree in an articulated program by a degree-granting institution. Placement in this salary classification applies only to those on the sixth year and seventh year pay scale during any portion of contract year 1974-1975. No others are entitled to pay in this certification.

(b) Dr. - Doctorate

A doctor's degree earned at an accredited college or university and in a relevant subject area.

C. PLACEMENT

1. All unit members shall be placed on the appropriate step in the salary schedule, taking into consideration the following:

(a) If new to administration, a unit member shall be placed on step one (1) in the category in which the unit member is employed as listed in Appendix A.

(b) If a unit member remains in the same administrative category, he or she shall move up one step commencing July 1st of each year after at least six months employment in that category.

(c) Unit members new to a higher category shall be placed no higher than step two (2) in that higher category. The step on which they are to be placed is to be based on the number of years of their prior administrative experience. Each shall be given one step credit for each three full years as an administrator.

(d) With regard to placement in (a) through (c) above, the superintendent of schools may recommend to the Board of Education and the Board of Education may approve placement on any higher step. The decision of the Board shall be final.

(e) A unit member displaced from the bargaining unit because of a reduction in force who returns to the same classification or a classification lower than that from which displaced within five (5) years of displacement shall receive credit for his/her previous administrative service in the Stamford Public Schools and will be placed on the salary step applicable had no displacement occurred.

(f) Degree status as defined in Section B of this article.

(g) Except in extraordinary circumstances, if a staff member is promoted and/or assigned to an administrative position of greater responsibility, on other than a permanent basis, that staff member will be placed in the category of said position in accordance with (a) through (c) above.

(h) The SAU recognizes the Board's legal right to create new administrative positions. When said positions are developed and fall within the bargaining unit by statute, the salary structure or placement in a current category for that position will be negotiated with the SAU.

D. CHANGE IN SALARY CLASSIFICATION

When all requirements have been successfully completed for the next salary classification, documentary evidence must be presented to the Personnel Office on or before August 31st or December 31st or June 30th. If for reasons beyond the control of the SAU unit member documentary evidence cannot be presented by such dates, a forty-five (45) day extension shall be granted. Upon approval, re-classification shall be made effective on September 1st, January 1st, February 1st or July 1st, respectively.

E. SERVICE RECOGNITION

Service recognition shall be given in the amount of \$500 for twenty (20) through twenty-four (24) years of service in Stamford, \$750 for twenty-five (25) to twenty-nine (29) years in Stamford, and \$1,000 for thirty (30) years or more in Stamford. If the 20th, 25th or 30th year anniversary occur in the school year, the service recognition award shall commence the beginning of the following year. Effective July 1, 2008, these service recognition amounts shall increase to \$1,000 for twenty (20) through twenty-four (24) years of service in Stamford, \$1,300 for twenty-five (25) to twenty-nine (29) years in Stamford, and \$1,800 for thirty (30) years or more in Stamford. If the 20th, 25th or 30th year anniversary occur in the school year, the service recognition award shall commence the beginning of the following year.

F. PROMOTIONS

1. The existence of vacancies of position 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.

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

3. Administrators 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.

4. An Administrator appointed to a position on a durational, interim, or otherwise temporary basis due to a vacancy shall serve in the position during the period of vacancy, provided that the Board takes reasonable, good faith efforts under the circumstances to fill the vacancy and further provided that such a durational, interim, or otherwise temporary appointment shall not extend beyond the end of the applicable school year except with the written permission of the appointee and the Unit. Such appointees, who are not members of the unit, shall not acquire any seniority as Administrators while occupying bargaining unit positions. This provision shall not apply to an appointment to a position that is vacant due to an administrator's authorized leave of absence (e.g. medical leave of absence).

G. Tax-Sheltered Annuity

Administrators shall be eligible for an annual tax sheltered annuity in the amounts noted below. The amount of this elective tax sheltered annuity shall be added to and become part of Administrators' base salary and shall be reported as such to the Teacher Retirement Board subject to the rules of the Teacher Retirement Board. The annual amount of each Administrator's annuity shall be as follows:

2009-2010	\$750.00
2010-2011	\$750.00

ARTICLE 5. - ACCIDENT AND SICKNESS BENEFITS

A. Whenever a unit member is absent from school as a result of personal injury caused by an accident arising out of and in the course of employment he or she may elect to charge all or part of such absence during the period of temporary disability due to the accident to sick leave days to his or her credit under the Board's rules and regulations pertaining to sick leave, in which event he or she shall receive the sick leave pay (and a proportionate offset to his/her sick leave account) to which he or she is entitled for the period so charged to sick leave credits, less the amount of any temporary disability payments received under the workmen's compensation laws due to said injury for any period for which such sick leave pay is paid. In the absence of such election, such unit member shall not receive sick leave payments during the period of absence for temporary disability due to the accident and sick leave credits shall not be reduced by reason of any workmen's compensation payments he or she may receive for temporary disability due to the injury. Acceptance of sick leave payments for any period for which the unit member may be entitled to receive temporary disability payments under the workmen's compensation laws shall constitute an election to charge absence for such period proportionately to the sick leave days to the unit members' credit. Notwithstanding the foregoing, there shall be no offset if the personal injury is

caused by an assault, reference being had to Section 10-236a of the Connecticut General Statutes.

B. Included in the materials with the first paycheck of the school year for said unit member shall be notification of the total accumulated days of sick leave plus the number of days to be added for the current school year.

All unit members shall be granted annually fifteen (15) days of sick leave with full pay. Employees hired prior to July 1, 1990 shall also be granted one (1) additional day for each year of service up to fifteen (15) days. The accumulation of unused sick leave for unit members shall be limited to a maximum accumulation of 221 days.

A "Sick Leave Bank" shall be established. The purpose of said bank shall be to aid only tenured unit members who suffer prolonged absence from (a) a disabling disease; (b) an accident which causes disability; and (c) disability arising from complications from pregnancy; whose sick leave accumulation has been exhausted.

Each unit member attaining tenure, may contribute a total of two (2) days per year from his or her sick leave accumulation to the "Sick Leave Bank".

All donations to the "Sick Leave Bank" will be voluntary and all days not used in a year will be retained in the "Sick Leave Bank".

A unit member who exhausts his/her sick leave and meets all of the above conditions shall be eligible to use no more than 15 days from the sick leave bank.

C. Severance.

1. Members of the bargaining unit employed before September 1, 1991 who are employed at least fifteen years in Stamford with at least five years service as an administrator in Stamford (or their estates) shall receive 25% of their accumulated sick leave upon resignation, retirement or death.
2. Administrators hired after 1991 will be entitled to a payment of 25% of credited days in excess of 221 days upon resignation or retirement on June 30 of the school year, provided the Administrator provides notice of such resignation or retirement by January 15 of the preceding school year and further provided that credited days may be earned only after maximum sick leave accumulation (221 days) is reached and shall be defined as follows:

(a) For each year of employment after maximum accumulation has been reached, up to 15 days shall be eligible for credit;

(b) From each year's eligible 15 days, absences due to personal illness, family illness, personal business or work related injury (excluding assaults) shall be deducted. The remaining days shall be the "credited days" which days shall be totaled to establish the severance benefit.

Payment will be made in a lump sum on or before July 31.

ARTICLE 6. - HEALTH INSURANCE

A. All unit members 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.

B. The hospital, medical and major medical benefits shall be provided at the unit member's option in accordance with Paragraph D under one of the following plans:

1. PPO Plan

a. Benefits

Benefits under this Plan shall be as set out in the Table of Benefits, except that in the case of conflict the Plan Document shall control. The plan shall require unit members to follow certain rules and procedures as established by the plan to receive full benefit plan coverage, provided there shall not be a gatekeeper provision.

The benefits shall be amended as follows, effective July 1, 2009:

- a. Doctor Copay of \$20/\$30 specialist
- b. Emergency Room Copay of \$100
- c. Facility Confinement Copay of \$250
- d. Outpatient Surgery Copay of \$100
- e. High Cost Diagnostics Copay at State

Permissible Maximum

- f. Out of Pocket, Out of Network Limits
 - 1. Employee only: \$1,600
 - 2. Employee + 1: \$2,600
 - 3. Family: \$3,300
- g. Formulary Prescription Drug Plan Copays as follows:
 - 1. \$10.00 for generic drugs
 - 2. \$25.00 for preferred drugs
 - 3. \$40.00 for non-preferred drugs
- h. Formulary Prescription Drug Plan Mail Order copays of two times retail drug copays for mail order drugs for a 90-day supply

b. Premium Contribution 2009-2010

Unit members shall contribute 17% of the premium cost under the PPO Plan.

c. Premium Contribution 2010-2011

Unit members shall contribute 18% of the premium cost under the PPO Plan.

2. Comprehensive PPO Plan

a. Benefits

Benefits under this Plan shall be as set out in the Table of Benefits, except that in the case of conflict the Plan Document shall control. The plan shall require unit members to follow certain rules and procedures as established by the plan to receive full benefit plan coverage, provided there shall not be a gatekeeper provision.

The Plan shall include the following plan design features:

	<u>In-Network</u>	<u>Out of Network</u>
Deductibles:	\$200/\$400/\$500	\$500/\$1000/\$1500
Coinsurance:	80%/20%	70%/30%
Out of Pocket		
Limits:	\$1000/\$2000/\$2500	\$3000/\$6000/\$8000

Prescription drug formulary plan copays as set forth for the PPO Plan (\$10/\$25/\$40; 2 times retail copay for a 90-day mail order supply).

b. Premium Contribution 2009-2010

The required unit member contribution toward premium cost for enrollment in the comprehensive major medical plan shall be set by the Board at no more than thirteen percent (13%) of the total premium cost for enrollment in a comprehensive major medical plan.

c. Premium Contribution 2010-2011

The required unit member contribution toward premium cost for enrollment in the comprehensive major medical plan shall be set by the Board at no more than fourteen percent (14%) of the total premium cost for enrollment in a comprehensive major medical plan.

C. Unit members participating will have the opportunity to enroll in Flexible Spending Accounts for both medical care and dependent/elder care pursuant to IRC Sections 125 and 129. Unit members' deposits in excess of expenditures in any calendar year will be retained by the district up to the amount of the administrative costs of the Flexible Spending Accounts. Excess forfeitures will be returned to participants on an average basis without regard to the participant's experience.

D. Participating unit members shall make an annual election on whether to participate in the insurance plan. Changes during the year will be permitted only if a "Qualified Life Event," as enumerated in IRC Section 125 occurs. Changes then requested must be on account of and consistent with the Life Event. Qualified Life Events are defined as follows:

- a. The unit member's marriage or divorce.
- b. The death of the unit member's spouse or dependent.
- c. The birth or adoption of a child of the unit member.
- d. Termination of employment or commencement of employment of the unit member's spouse.
- e. The unit member or spouse switches from full-time to part-time or part-time to full-time employment.
- f. The taking of an unpaid leave of absence by the unit member or spouse.
- g. Separation from service.
- h. A significant change in the cost of the plan which causes a corresponding increase in the unit member's contribution during the plan year.
- i. A significant change in the health coverage of the unit member or spouse due to the spouse's employment.

If unit members wish to change medical plan options as a result of a Qualified Life Event, they may do so without any imposition of pre-existing condition limitations or medical evidence requirements.

E. The Board reserves the right to implement incentives when and as long as it deems advisable for employees to participate in the district's wellness initiatives, such as, but not limited to, participation in online health surveys and/or participation in targeted disease management programs.

F. Dental

Dental Maximum Benefit per calendar year: \$1,250.

Type A and B Service payable at 80%

Type C Service payable at 60%

Dental Deductible:

Individual	\$ 50
Family	\$100
Orthodontic Limit Lifetime Maximum Class IV	\$750

No deductible other than standard dental deductible.

G. Life Insurance

Two and one-half (2½) times unit member's salary, rounded to the nearest \$1,000.00. Two (2) times the retiree's annual salary at the time of retirement, rounded to the nearest \$1,000.00.

Accidental Life and Dismemberment Insurance \$50,000.00.

H. Long-Term Disability Insurance

The Board shall provide a group long term disability plan, with a 180 day waiting period and a \$7,000 cap in monthly benefit, the cost of which shall not exceed .288% of the salary account for bargaining unit members, the provisions of which are more fully set forth in a plan description dated August 25, 1986.

I. Spouse Protection

If a member of the unit dies, his/her spouse and his/her dependents (as defined by the insurance plan) will receive fully paid medical coverage for two (2) years and will be allowed to pay the group rate thereafter.

J. Pre-Normal Retirement

Unit members who elect pre-normal retirement shall receive medical benefits in accordance with the provisions of Article 11(E)(2).

K. Physical Examination

The Board agrees to pay a maximum of \$250.00 bi-annually for a unit member's examination. All unit members will have a comprehensive physical examination once every two years. Before receiving reimbursement of up to \$250.00 for such physical examination, a unit member shall submit to the Personnel Office a form or letter from the examining physician certifying that he or she is not suffering from any health defect which would interfere with the satisfactory performance of his or her duties. The unit member shall also submit the physician's bill.

L. Coordination of Benefits

Coordination of Benefits as per Connecticut General Statutes § 38-262(g) and § 39-362(h).

M. Coverage for new unit members or part-time unit members under the program shall be effective from the first day of the month following the date he/she begins work under this Agreement. Part-time unit members shall be eligible to participate in the group insurances, in the following manner: the Board will contribute toward the cost of premiums the same percentage of its cost for full time unit members as the unit member's assignment is of a full time assignment.

N. The data and records involving Health Insurance shall be made available during all business hours to representatives of the SAU and the Board.

O. The Board shall continue to assist unit members in addressing issues of administrative processing of deductions and claims.

P. The insurance plan set forth in this Article (but not premium cost share) shall be subject to renegotiation in accordance with Connecticut General Statutes §10-153f(3) should the insurance plan provided to members of the teachers' unit be changed during the term of this Agreement.

ARTICLE 7. – INOCULATIONS

The Board agrees to offer influenza inoculations to unit members for a fee equal to the actual cost of the Board. In the event the Board may require other preventive medical inoculations, the same will be offered at the expense of the unit members. Any unit member accepting the aforesaid treatment does so without any liability to the Board.

ARTICLE 8. – REDUCTION IN FORCE (R.I.F.)

Whenever the Board, in the exercise of its discretion, decides to eliminate administrative positions or reduce the number of administrators serving in a position, it is the intention of the Board first to attempt to make reductions by seeking volunteers. The Board, acting through the Superintendent or his/her designee, shall consult with the SAU before implementing any such reduction in force.

It is understood for purposes of this Article that change in Administrative structure does not mean a change in job title, but an actual change in job function.

The procedure for a reduction shall be as follows:

A. The Superintendent will notify the SAU of the reduction of positions and the number and type of positions to be affected and will request volunteers. Except in unusual circumstances, such notification shall take place by July 1 preceding the school year in which the reductions are to take effect.

B. Any administrator(s) wishing to volunteer for R.I.F. will notify the Superintendent in writing by a date designated by the Superintendent. Should the number of volunteers exceed the number needed for R.I.F., the Superintendent will decide which volunteer(s) will be accepted. The decision of the Superintendent shall be final and binding.

C. Should fewer Administrators volunteer than are needed for R.I.F., the Superintendent will make reductions in the affected administrative positions within the following groupings from the incumbents in the affected position(s) at the time the R.I.F. is announced. The major criterion to be used will be district seniority as an administrator in the Stamford Public Schools on the basis of administrative seniority as defined below. If two or more persons have the same seniority, preference shall be given to the administrator with the longest service in the Stamford Public Schools in any certificated position.

D. A unit member selected for R.I.F. shall have the option of displacing the least senior administrator within the same position grouping (as defined below) in a classification in which he/she has previously served successfully. In addition, a principal of a high school would have the option of replacing the least senior vice-principal within the same grouping. A middle or elementary school principal would have the option of replacing the least senior assistant principal within the same grouping. A vice principal would have the option of replacing the least senior assistant principal within the same grouping. The displacement option of program administrators would apply only to program positions in which they had previously served under a combined title. For purposes of such displacements, the position groupings shall be as follows:

1. Secondary Administrators
2. Middle School Administrators
3. Elementary Administrators
4. Program Administrators

(E.g. Director of Special Education, Director of Student Support Services, Director of Grants and Funded Programs, Director for Mathematics and Science, Director for Literacy and Social Studies,

Administrator for Adult and Continuing Education, Assistant Director for Special Education for Autism and Special Populations, Individual Learning Needs Administrator - Elementary, Individual Learning Needs Administrator - Secondary, Director for School Improvement and Professional Development, Program Director for Bilingual Education, Program Director for ESL, District Project Manager – GE College Bound District Program, Director of Research and other non-building administrators)

Under no circumstances shall exercise of the option of displacing another administrator result in a promotion to a higher position or salary category.

A unit member's placement on the above lists shall be based on his/her assignment at the time the R.I.F. is announced.

E. The Superintendent shall nullify the R.I.F. of a unit member if and when a subsequent vacancy occurs in the position which the unit member was R.I.F.'d provided the vacancy occurs during the same school year in which the unit member was notified of the R.I.F.

F. Seniority as an administrator in the Stamford Public Schools shall mean all such administrative service, including all paid authorized leaves and sabbaticals, except that any interruption of such administrative service of three (3) school years or more will result in seniority accruing only from the date of resumed administration service.

G. If a unit member is relieved of his/her duties because of a reduction in staff or an elimination of position and another administrative position is not otherwise available as described above, s/he will be offered a teaching position for which s/he is certified, subject to the teachers' contract reduction in force provision.

H. Should a unit member be assigned to an administrative or teaching position, he or she shall receive his/her prior administrative salary for the year of the reassignment, after which he/she shall receive the salary appropriate to the new position. During said year, the Board may assign the former unit member assuming a teaching position additional duties for days not otherwise assigned under the new position, up to a total number of days equal to that worked in the administrative assignment.

I. The name of the Administrator whose position has been eliminated shall be placed on a reappointment list and shall remain on such list for a period of two (2) years, provided such Administrator does not refuse a reappointment to a position for which he/she is qualified and certified, as determined by the Superintendent of Schools or his/her designee. Any such Administrator on the reappointment list shall receive an

offer of employment as soon as possible. The Administrator shall accept or reject an offer of appointment in writing within ten (10) calendar days of receipt of such offer.

An Administrator shall be removed from the recall list if she/he refuses any administrative position offered or if the school system has not offered the Administrator a position after having been on the recall list for a two-year period.

The determination of whether an Administrator is qualified for a specific position shall be the responsibility of the Superintendent of Schools or his/her designee, provided that she/he does not exercise that responsibility in an arbitrary or capricious manner. In making that determination, the Superintendent or his/her designee may consider such factors of professional certification, training and experience as she/he deems relevant to the position in question, including but not limited to whether the Administrator has previous experience in such a position.

ARTICLE 9. - ADMINISTRATOR TRANSFERS

A. When involuntary transfers are necessary, the Administrator(s) involved in the move will, upon request, be given the reasons in writing and will have an opportunity to meet with the Superintendent or his designee. A representative of the SAU may be present at such a meeting if the member so requests.

B. Notice of transfers shall be given to administrators as soon as practicable and under normal circumstances, no later than July 1st for the next school year. Involuntary transfer resulting in a reduction in compensation shall be made only for just cause.

ARTICLE 10 - CONVENTIONS AND CONFERENCES

The Board may, at the discretion of the Superintendent or his/her designee, authorize attendance by a unit member at an educational conference(s). Unit members seeking such conference leave shall file an application with the Superintendent or his/her designee at least thirty (30) calendar days, if practicable, before the leave date requested. Such application shall include the title, location and a description of the conference, the duration of the leave requested, and a statement of any expenses for which reimbursement is sought. The Superintendent or his/her designee shall have absolute discretion as to the granting of leaves, the length of any leave authorized, and what, if any, expenses shall be reimbursed. Notwithstanding the foregoing, the Superintendent shall authorize conference leaves on a rotating basis to assure maximum participation and opportunities for all members of the unit.

ARTICLE 11 - PRE NORMAL RETIREMENT

A. During the life of this contract, any unit member whose age and years of teaching (administration) total at least 70 and who has been employed by the Board for at least 15 years may elect to retire early under the following conditions:

1. The administrator must notify the Personnel Office of the Board of the intention to retire early, on or before January 1st of the school year preceding the school year of retirement.

2. Early retirement may commence any time during the school year as long as there was at least three (3) months prior notification. In the event that the three (3) month notice option is chosen after January 1st of the year in which the retirement is to take place, payment will commence in September of the following budget year.

B. "Retirement" shall mean retirement under the State Teacher Retirement System. "Normal Retirement" shall mean retirement under the State Teacher Retirement System in which the administrator is entitled to a retirement allowance without proration; i.e., 60 years of age and 20 years credited service in the public schools of Connecticut or any age and 35 years of credited service, at least 25 of which are credited years of service in the public schools of Connecticut, whichever occurs first, (Sec. 10-183f(a) Connecticut General Statutes). Pre Normal retirement shall mean the four years preceding and the year of "Normal Retirement," and the two years following the year of "Normal Retirement," i.e.,

31 - 37 years experience, inclusive, and any age, or

16 - 22 years experience, inclusive, and age 60 or over, or

56 - 62 years of age, inclusive, and 20 - 33 years of experience, inclusive.

C. Each member selecting Pre Normal Retirement shall be compensated at the rate of \$1,800.00 times the number of years experience under the Connecticut Teacher Retirement System (teacher/administrator).

D. The Pre Normal Retirement offer becomes void after the last year of pre-normal retirement, as defined above.

E. Method of Payment

1. Plan A: Three (3) equal payments of one-third (1/3) of the amount equal to the amount due according to the above formula, to be paid for three (3) consecutive years during the first fifteen (15) calendar days after September 1st of the first year of retirement.

Plan B: Five (5) equal payments of one-fifth (1/5) of the amount equal to the amount due according to the above formula, to be paid for five (5) consecutive years during the first fifteen (15) calendar days after September 1st of the first year of retirement.

Option: The retiree shall have the option to roll over the payment into a Tax-Sheltered Annuity Plan of his choice. This option shall be subject to all applicable federal laws and statutes governing tax-sheltered annuity plans.

2. Individuals who elect early retirement may continue the insurance plans provided under Article 6 A and B (Medical Insurance), E (Utilization Management), F (Dental) and G (Life Insurance) at Board expense until age 65. Retired employee contribution for such benefits shall be equal to the TRB subsidy for retiree health insurance, and these benefits shall otherwise be at Board expense. Thereafter such employees may elect to participate in the group medical insurance plan at their own expense, carrier permitting, at the group rate.

F. This Article shall be applicable only to members of the Unit hired before September 1, 1991.

ARTICLE 12 - PROFESSIONAL DEVELOPMENT PROGRAM

The Board, through the Superintendent, and the Unit shall create a Joint Committee on Collaborative Professional Development, comprised of two representatives designated by the Superintendent and two representatives designated by the Unit, to review the issue and develop programs of professional development for members of the unit and to make recommendations to the Board and the Unit. In reviewing the professional development needs of, and developing professional development programs for, administrators, the Collaborative Committee shall consider the school district's needs and areas of concern.

ARTICLE 13 - NON DISCRIMINATION CLAUSE

The parties agree that there shall be no discrimination against any employee or applicant for employment by reason of race, creed, color, marital status, age, sex or national origin, political beliefs or activities, and handicaps, or any other status protected by law.

ARTICLE 14 – CONSULTATIONS

It is the declared objective of the parties to encourage the prompt and informal resolution of employee concerns as they arise and to provide recourse to orderly methods of satisfactory adjustment of these concerns.

A. It is recognized by the Board and the SAU that all situations and developments could not be anticipated at the time of the negotiation of this contract. To meet such unforeseen situations and developments and to further achieve rapport between the Board and the SAU, periodic informal meetings shall be held between committees of each organization as requested by either the SAU or the Board.

B. The Board and the SAU agree to the following procedure of consultations and review.

1. Proposals initiated by the SAU: The SAU shall submit to the Board a written proposal and request for a meeting. The Board shall acknowledge receipt of said proposal within five (5) school days and within fifteen (15) school days thereafter a meeting shall be held between representative(s) of the Board and representative(s) of the SAU on said proposal. If, as a result of this meeting, or subsequent meetings, arranged to the mutual satisfaction of the representative(s) of the Board and the SAU, agreement is reached on said proposal, it should be presented to the Board and the SAU with a joint recommendation of their representative(s).

2. Proposals initiated by the Board: The Board shall submit to the SAU a written proposal and request for a meeting. The SAU shall acknowledge receipt of said proposal within five (5) school days and within fifteen (15) school days thereafter a meeting shall be held between representative(s) of the Board and representative(s) of the SAU on said proposal. If, as a result of this meeting, or subsequent meetings arranged to the mutual satisfaction of the representative(s) of the SAU and the Board, agreement is reached on such proposals, it shall be presented to the SAU and the Board as a joint recommendation of their representative(s).

3. Any agreement reached between the Board and the SAU in accordance with any of the procedures outlined in 1 or 2 above shall be reduced to writing, signed by the Board and the SAU and shall when appropriate become an addendum to this contract and in any discussions as aforesaid the Board or the SAU may utilize the services of outside consultants, to be paid by the party hiring said consultants.

4. After the close of school, proposals must be made five (5) days prior to the scheduled Board meeting and the representative(s) designated by the Board should meet with the representative(s) designated by the SAU to discuss the proposal within fifteen (15) days thereafter.

ARTICLE 15 – DURATION

The provisions of this agreement shall be effective as of July 1, 2009 and shall continue in full force and effect without change to and including June 30, 2011.

ARTICLE 16 - FULL AGREEMENT

A. This Agreement shall constitute the full agreement between the Board and the SAU in the subject areas covered by the Agreement for the duration of the Agreement unless changed by mutual consent of both parties. Such mutually consented change shall be in writing and in accordance with the procedure provided in above.

B. This Agreement shall supersede any part of any and all policies or rules or regulations of the Board which are in conflict with this Agreement.

C. If any part or portion of this Agreement is ruled invalid or unenforceable for any reason, the remainder of this Agreement shall remain in full force and effect.

ARTICLE 17 - PROTECTION OF ADMINISTRATORS

A. The Board of Education recognizes its obligation to protect and save harmless an administrator who is involved as a defendant in a criminal court action from a situation arising within the scope of employment in the Stamford public schools, and who is found not guilty by the trier, the charges are dismissed, or upon a nolle of charges (if these charges are not reopened within the statutory time allotted before such charges are to be erased from the record), shall be reimbursed for reasonable legal fees by the Board of Education.

B. No Administrator shall be disciplined by being reduced in rank or compensation or deprived of any professional advantage except for just cause.

ARTICLE 18 - GRIEVANCE PROCEDURE

A. A grievance shall mean a complaint by an administrator that there has been a violation, misinterpretation or misapplication of any of the specific provisions of this Agreement.

B. Purpose

The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to problems which may arise affecting the welfare or working conditions of administrators both parties agree that proceeding shall be kept as confidential as is appropriate.

C. Definitions

1. 'Grievant' shall mean any member of the bargaining unit, or a group of bargaining unit members similarly affected by a grievance, seeking recourse under the terms of this Article.

2. 'Days' shall mean calendar days.

D. Time Limits

1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each step shall be considered as a maximum. The time limits specified may, however, be extended by written agreement.

2. If a grievance in writing is not filed within thirty (30) days after the grievant knew or should have known of the event or conditions on which the grievance is based, then the grievance shall be considered to have been waived.

3. Failure by the grievant at any level to appeal a grievance to the next level within the specified time limits shall be deemed to be acceptance of the decision rendered at that level.

4. Failure by the Superintendent or the Board of Education to render his/its decision within the specified time limits shall be deemed to be a denial of the grievance, and the grievance shall proceed to the next level.

E. Procedure

1. Level One - School Superintendent

a. If an administrator feels that he may have a grievance, he may first discuss the matter with the Superintendent in an effort to resolve the problem informally.

b. If the administrator is not satisfied with such disposition of the matter, he shall have the right to have the Unit assist him in further efforts to resolve the problem informally with the Superintendent.

c. If the administrator is still not satisfied with the disposition of the matter, he shall reduce the grievance to writing and submit it to the Superintendent. The Superintendent shall, within fifteen (15) days of the filing of the grievance in writing, give a written answer with a copy to the Unit.

2. Level Two - Board of Education

a. If the grievant is not satisfied with the disposition of his grievance at Level One, he may, within seven (7) days after decision, submit the grievance to the Board of Education. Either the Board or the Unit may, at their own option, keep a full and accurate record of the hearing.

b. The Board of Education shall, within twenty (20) days after receipt of the grievance, meet with the grievant and with representatives of the Unit for the purpose of resolving the grievance.

c. The Board shall, within fifteen (15) days after such meeting, render its decision and the reasons therefor in writing to the grievant, with a copy to the Unit.

3. Level Three - Arbitration

a. If the grievant is not satisfied with the disposition of his grievance at Level Two, he may, within three (3) days after the decision, request in writing to the President of the Unit that his grievance be submitted to arbitration.

b. The Unit may, within five (5) days after receipt of such request, submit the grievance to arbitration by so notifying the Board in writing. The Chairman of the Board and the President of the SAU shall, within five (5) days after such written notice, jointly select an arbitrator who is an experienced and impartial person of recognized competence. If the parties are unable to agree on an arbitrator within five (5) days the matter shall be submitted to the American Arbitration Association under the Rules of Voluntary Arbitration of the American Arbitration Association.

c. The arbitrator shall have no authority to add to, subtract from, or in any way modify the terms of this Agreement. The decision of the arbitrator shall be final and binding.

d. The costs for the services of the arbitrator shall be borne equally by the Board and the Association.

F. Rights of Administrators to Representation

Any grievant may be represented at Levels One and Two of the grievance procedure by a person of his own choosing, except that he may not be represented by a representative or by an officer of any administrators' organization other than the Unit. When a grievant is not represented by the Unit, the Unit shall be immediately notified and have the right to be present and to state its views at all stages of the procedure.

G. Miscellaneous

All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

ARTICLE 19 - SERVICE FEE

A. All administrators employed by the Stamford Board of Education shall, as a condition of continued employment, join the Stamford Administrative Unit (SAU) or pay a service fee to the SAU. Said service fee shall be equal to the proportion of SAU dues uniformly required of members to underwrite the costs of collective bargaining, contract administration and grievance adjustment.

B. The Board agrees to deduct from salary paid to each administrator an amount equal to the SAU membership dues or service fee by means of payroll deductions. The amount of the deduction from each paycheck for membership dues shall be equal to the total SAU membership dues divided by the number of paychecks from and including the first paycheck in September through and including the last paycheck in June. The amount of the deduction for service fee from each paycheck shall be equal to the total service fee divided by the number of paychecks from and including the first paycheck in September through and including the last paycheck in June. The SAU shall, no later than August 1st of each year, give written notice to the Business Office of the amount of dues of those members of the SAU, which are to be deducted in that school year under such authorization. The amount of service fee shall be certified by the SAU to the Board of Education prior to August 31st of each school year.

C. The balance of the annual dues shall be deducted from the final paycheck of any employee resigning his position, receiving a leave of absence or terminating his employment after the opening of school. Similarly, employees commencing employment at any time during the school year shall be responsible for the school year's annual dues or service fees by means of deductions from the remaining paychecks for that school year.

D. The right to refund to employees monies deducted from their salaries under such authorization shall lie solely with the SAU. The SAU agrees to reimburse any

employee for the amount of any dues deducted by the Board and paid to the SAU, which deduction is by error, in excess of the proper deduction and agrees to hold the Board harmless from any claims of excessive deduction.

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

F. The singular reference to the "SAU" herein shall be interpreted as referring to the Stamford Administrative Unit.

G. The SAU shall indemnify and save the Board and/or the City harmless against all claims, demands, suits, judgments or other forms of liability including attorney's fees and the cost of administrative hearings that shall or may arise out of, or by reason of, action taken by the Board of Education for the purpose of complying with the provisions of this Article.

ARTICLE 20
SCHOOL IMPROVEMENT INITIATIVES

The Superintendent will continue to work with the Stamford Administrative Unit on school improvement initiatives.

IN WITNESS WHEREOF, the parties hereunto have caused these presents to be executed by their proper officers, hereunto duly authorized, and the seals affixed hereto as of the date and year first above written.

STAMFORD ADMINISTRATIVE UNIT STAMFORD BOARD OF EDUCATION

Michael J. Sander
Co-President

Date: January 09, 2009

David M. Jato
Co-President

Date: January 9, 2009

Jason Nabel
President

Date: Jan. 13, 2009

154363 v.04

APPENDIX A
SALARY SCHEDULE
2009-2010

A
High School Principal

Step	Salary
3	\$157,162
2	\$148,740
1	\$146,395

B
Elementary School Principal
Middle School Principal
Principal of A.I.T.E.
Director of Special Education
Director of Student Support Services
Director of Grants and Funded Programs
Director for Mathematics and Science
Director for Literacy and Social Studies
Administrator for Adult and Continuing Education

Step	Salary
3	\$141,555
2	\$139,211
1	\$136,864

C
Assistant Principals
Assistant Directors for Special Education for Autism and Special Populations
Individual Learning Needs Administrator, Elementary
Individual Learning Needs Administrator, Secondary
Director for School Improvement and Professional Development

Step	Salary
3	\$132,026
2	\$129,828
1	\$127,626

D
 Program Director for Bilingual Education
 Program Director for ESL
 District Project Manager – GE College Bound District Program

Step	Salary
3	\$121,029
2	\$118,427
1	\$115,824

E
 Director of Research

Step	Salary
3	\$151,086
2	\$148,739
1	\$146,395

DEGREE RECOGNITION
 Schedule is based upon 6th year diploma

7th	=	+ 600.00
Ph.D.	=	+ 1,500.00

The salary for 206 day positions shall be computed on the basis of the foregoing salaries by proportionately reducing the listed salaries by the appropriate factor (206 days/221 days = .932%).

APPENDIX A
SALARY SCHEDULE
2010-2011

A
High School Principal

Step	Salary
3	\$161,877
2	\$153,202
1	\$150,787

B
Elementary School Principal
Middle School Principal
Principal of A.I.T.E.
Director of Special Education
Director of Student Support Services
Director of Grants and Funded Programs
Director for Mathematics and Science
Director for Literacy and Social Studies
Administrator for Adult and Continuing Education

Step	Salary
3	\$145,802
2	\$143,387
1	\$140,970

C
Assistant Principals
Assistant Directors for Special Education for Autism and Special Populations
Individual Learning Needs Administrator, Elementary
Individual Learning Needs Administrator, Secondary
Director for School Improvement and Professional Development

Step	Salary
3	\$135,987
2	\$133,723
1	\$131,455

D
Program Director for Bilingual Education
Program Director for ESL
District Project Manager – GE College Bound District Program

Step	Salary
3	\$124,660
2	\$121,980
1	\$119,299

E
Director of Research

Step	Salary
3	\$155,619
2	\$153,201
1	\$150,787

DEGREE RECOGNITION
Schedule is based upon 6th year diploma

7th	=	+ 600.00
Ph.D.	=	+1,500.00

The salary for 206 day positions shall be computed on the basis of the foregoing salaries by proportionately reducing the listed salaries by the appropriate factor (206 days/221 days = .932%).