

**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 30<sup>th</sup> 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 1<sup>st</sup> 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 20<sup>th</sup>, 25<sup>th</sup> or 30<sup>th</sup> 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 20<sup>th</sup>, 25<sup>th</sup> or 30<sup>th</sup> 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.



