

AGREEMENT

between the
STAMFORD BOARD OF EDUCATION

and the
STAMFORD ADMINISTRATIVE UNIT

JULY 1, 2009 – JUNE 30, 2011

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AGREEMENT

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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,

