

**AGREEMENT**

between the  
**STAMFORD BOARD OF EDUCATION**

and the  
**STAMFORD ADMINISTRATIVE UNIT**

**JULY 1, 2018 – JUNE 30, 2020**

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## 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 therefore, 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 eight (8) days of accrued but unused vacation days into the following year provided that their maximum vacation accrual shall not exceed 37 vacation days at any time (8 carry forward days plus 29 annual vacation days). A maximum of eight (8) accrued days shall be paid out upon retirement, resignation, or death.

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. Should school be held on a listed holiday, the unit member shall receive an additional floating holiday in lieu of said holiday. Members will need approval of their immediate supervisor to use said floating holiday and no request will be unreasonably denied.

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 according to the following schedule. The 206 day administrators shall work the 186 days

of teachers, plus up to three days of Administrator Retreat before the teachers' start of school as scheduled by the Superintendent, plus seventeen days to twenty days during July, August, or other times during the school year exclusive of the teachers' work days as scheduled by the Principal, subject to the approval of the Superintendent. Said administrators' tentative work year calendar must be submitted to the Director of Human Capital Development by June 30 each year. Such 206 day 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. Building 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. Central office administrators may take vacation while school is in session 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 14 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. Doctorate Stipend:

Unit members possessing a doctorate degree (i.e. Ph.D. or Ed.D. degree) shall receive an additional stipend of \$2,500 each year of the contract.

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 approve placement on any higher step. The decision of the Superintendent 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 each year in the amount of \$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 occurs in the school year, the service recognition award shall commence the beginning of the following year. This Section 4(E) shall not be applicable to unit members hired effective July 1, 2018 or thereafter.

#### F. PROMOTIONS

1. The existence of vacancies of position shall be adequately publicized online and otherwise as the Board may determine, both within and outside the system, in advance of the date of filling such vacancy.

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 online 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:

Annuity of \$2,000

Annuity payments will be made only to an annuity account in accordance with the contract. This Section 4(G) shall not be applicable to unit members hired effective July 1, 2018 or thereafter.

H. Per Diem Rate Calculations

For purposes of severance, retirement, and resignation or other final payment calculations, the per diem rate for the administrator shall be the annual salary divided by the total number of days in the work year depending if the administrator is a 221 or 206 day administrator.

I. Repayment of Overpayments

In the event an administrator is overpaid, the Board shall be obligated to recover overpayment automatically through salary deduction.

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.



and bank fees:	administration fees; all other HSA related bank fees will be borne by employee
Other plan changes relative to plan in effect prior to HDHP plan:	Plan changes necessitated by insurance administrator, HDHP/HSA/HRA platform.
Healthcare FSA enrollment	FSA plan will be amended effective 1/1/16 for all HSA participants to become a limited purpose FSA plan (LP-FSA) (only dental/vision expenses shall be reimbursable by the LP-FSA)

c. The Medicare Supplement plan shall only be available to eligible members through the State of Connecticut plan.

d. The HDHP shall provide infertility benefits per the State of Connecticut mandate.

e. Administrators participating in the HDHP-HSA or HDHP-HRA plan shall contribute toward the projected cost of the plan in accordance with the following schedule. Employee contributions shall be subject to IRC Section 125:

1. Premium Contribution 2015-2016

Unit members shall contribute 21% of the premium cost under the HDHP.

2. Premium Contribution 2016-2017

Unit members shall contribute 21% of the premium cost under the HDHP.

3. Premium Contribution 2017-2018

Unit members shall contribute 22% of the premium cost under the HDHP.

f. Prescription claim management protocols will be implemented prospectively.

C. Effective January 1, 2018, subject to the conditions set forth below, in lieu of the health benefits and dental benefits described in Article 6(B) and (F) respectively, the Board shall offer each bargaining unit member the opportunity to participate

in the Connecticut State Partnership Plan 2.0 (SPP) for health benefits and dental benefits. The health plan benefits shall be as set forth in the SPP effective on January 1, 2018, including any subsequent amendments or modifications made to the SPP by the State and its employee representatives. The dental benefits shall be provided through the SPP and shall be the same as the dental benefits set forth in Article 6(F). The administration of the SPP, including open enrollment, beneficiary eligibility and changes, and other administration provisions shall be as established by the SPP.

- a. Promptly upon ratification of this Agreement, the Board shall apply to the State to admit this bargaining unit to the SPP. Should the Board's application be accepted, these provisions related to the SPP shall be implemented. Should the Board's application be rejected and reconsideration be denied, the parties shall negotiate over the provisions of this Article 6 in accordance with Conn. Gen. Stat. § 10-153f(e).
- b. The premium rates shall be set by the SPP. Based on such rates, the Board shall establish a blended rate to provide the same rate to active and retired administrators in accordance with statute
- c. The employee percentage share of such premium cost shall be as follows:

January 1, 2018 through June 30, 2020: 21%

- d. The SPP contains a Health Enhancement Plan (HEP) component. All employees participating in the SPP are subject to the terms and provisions of the HEP. In the event SPP administrators impose the HEP non-participation or noncompliance \$100 per month premium cost increase or the \$350 per participant to a maximum of \$1400 family annual deductible, those sums shall be paid 100% in their entirety by the non-participating or non-compliant employee. No portion or percentage shall be paid by the Board. The \$100 per month premium cost increase shall be implemented through payroll deduction, and the \$350/\$1400 annual deductible shall be implemented through claims administration.
- e. In the event any of the following occur, the Board or the Union may reopen negotiations in accordance with Conn. Gen. Stat. Section 10-153f(e) as to the sole issue of health insurance, including plan design and plan funding, premium cost share and/or introduction of replacement medical insurance in whole or in part.
  - i) If the SPP in its current form is no longer available; or if the benefit plan design of the SPP is modified as a result of a change in the State's collective bargaining agreement with SEBAC, if such modifications would substantially increase the cost of the medical insurance plan offered herein. Reopener negotiations shall be limited to health insurance plan design and funding, premium cost share and/or introduction of an additional optional health insurance plan; and/or

ii) If Conn. Gen. Stat. Section 3-123rrr et seq. is amended, or if there are any changes to the administration of the SPP, or if additional fees and/or charges for the SPP are imposed so as to affect the Board, any of which amendments, changes, fees or charges (individually or collectively) would substantially increase the cost of the medical insurance plan offered herein. Reopener negotiations shall be limited to health insurance plan design and funding, premium cost share and/or introduction of an additional optional health insurance plan; and/or

iii) If the cost of medical insurance plan offered herein is expected to result in the triggering of an excise tax under The Patient Protection and Affordable Care Act ([ACA; P.L. 111-148], as amended, inter alia, by the Consolidated Appropriations Act of 2016 [P.L. 114-113]) and/or if there is any material amendment to the ACA that would substantially increase the cost of the medical insurance plan offered herein. Reopener negotiations shall be limited to health insurance plan design and funding, premium cost share and/or introduction of an additional optional health insurance plan.

f. In any negotiations triggered under subparagraph e above as well as negotiations for a successor to this collective bargaining agreement, the parties shall consider the High Deductible Health Plan with Health Savings Account set forth in Article 6(B) to be the baseline for such negotiations, and the parties shall consider the following additional factors:

- Trends in health insurance plan design outside of the SPP;
- The costs of different plan designs, including a high deductible health plan structure and a PPO plan structure.

Should such negotiations be submitted to arbitration for resolution, the arbitration panel shall consider the foregoing in applying the statutory criteria in making its ruling.

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 and health improvement programs. No unit member shall be penalized for non-participation.

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.

The required unit member contribution toward premium cost for enrollment in the dental plan shall be the same as for the PPO or HDHP plan.

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 10(E) (2).

K. Coordination of Benefits

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

L. 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.

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

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

O. 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. – 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, the Superintendent or his/her designee, shall notify the SAU before implementing any such reduction in force.

It is understood for purposes of this Article that elimination of Administrative positions does not mean merely a change in job title, but an actual change in job function, and/or work year per Article 3, and/or salary.

The procedure for a reduction of administrators as a result of the elimination of administrative positions shall be as follows:

- A. The Superintendent will notify the SAU of which positions shall be eliminated. Except in unusual circumstances, such notification shall take place before July 1 of the school year in which the eliminations are to take effect.
- B. The major criterion to be used in the displacement of administrators after the elimination of administrative positions will be district seniority as an administrator in the Stamford Public Schools 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.
- C. In order to promote an orderly reduction in the administrative personnel, the following procedure will be used:
  - (i) Any Administrator relieved of his/her duties because of reduction of staff or elimination of position shall be offered an administrative opening (if one exists) for which she/he is certified and qualified.
  - (ii) If there is no existing administrative opening in his/her job title within his/her salary group, the displaced Administrator shall be offered the position of an Administrator who has the least seniority in his/her job title within his/her salary group;
  - (iii) If there is no existing administrative opening in his/her job title within his/her salary group, and the displaced Administrator has the least seniority in his/her job title within his/her salary group, he will be offered an administrative opening, if one exists, as follows: first, in another job title in his/her current salary group for

which he is certified and qualified; and second, in any other lower grouped job title for which he is certified and qualified;

- (iv) If there are no existing administrative openings in any lower groups for which he is certified and qualified and the displaced Administrator has the least seniority in his/her present job title within his/her salary group, but has administrative seniority over an Administrator in another job title within his/her or a lower salary group for which the displaced Administrator is certified and qualified, the displaced Administrator will be offered such position (first, the position within his/her current salary group);
- (v) The term "qualified" as used herein means satisfactory experience in the general area into which the Administrator seeks to bump or to be recalled. No principal shall be required to establish qualifications for assuming any assistant principal position.

(vi)        GROUP    JOB TITLES

- 1.        High School Principals, Executive Directors
- 2.        Middle School Principals, Elementary School Principals, Principal of A.I.T.E., Directors, Administrator for Adult and Continuing Education
- 3.        High School, Middle and Elementary Assistant Principals, Assistant Directors
- 4.        206 day Assistant Principals

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

(viii) Vacancy for purposes of this Article shall include positions that are unoccupied or occupied by interim or acting appointees or retirees. Only positions of bargaining unit members on an approved leave who have an expectation of returning, or an entitlement to return, to their administrative position shall not be deemed to be vacant; however, such bargaining unit members shall still be subject to the displacement rights of acting bargaining unit members who may have superior seniority rights to the bargaining unit member on leave.

D. The Superintendent shall nullify the R.I.F. of any unit member displaced prior to July 1 if and when a subsequent vacancy occurs in the position from 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.

E. 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.

F. 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.

G. Should a unit member be assigned to an administrative or teaching position, in addition to his/her new administrative or teaching salary, he or she shall receive seventy-five percent (75%) of the difference between his/her prior administrative salary and his/her new administrative or teaching salary for the first 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.

H. 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 8. - 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 9. - 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 10. - 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 Office of Human Capital Development of the Board of the intention to retire early, on or before January 1st of the school year proceeding 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) earned as of the end of the 2014 - 2015 school year multiplied by the following factor in each year: 50% equals \$900. There shall be no accrual of years of service beyond the years earned at the end of the 2014 - 2015 school year.

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) until age 65. Retired employee contribution for such benefits shall include the TRB subsidy for retiree health insurance, and unit members retiring July 1, 2011 and thereafter shall pay premium contribution percentages on the remaining cost as follows: retirees first receiving this benefit in 2011-2012 shall pay 25% of the remaining cost until age 65; retirees first receiving this benefit in 2012-2013 shall pay 35% of the remaining cost until age 65, and retirees first receiving this benefit in 2013-2014 shall pay 50% of the remaining cost until age 65.

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 11. - 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.

The Board shall fund tuition reimbursement in an amount not to exceed \$16,000 per year. Such tuition reimbursement shall be provided on a pro rata basis based on number of administrators applying with consideration for semester basis of college courses and with an individual cap in accordance with procedures to be developed by the Superintendent or his designee in consultation with the SAU.

## ARTICLE 12. - NON DISCRIMINATION CLAUSE

The parties agree that there shall be no discrimination against any employee or applicant for employment by reason of any status protected by law. Given related administrative processes under state and federal law, any grievance under this Article shall terminate at the Board level.

## ARTICLE 13. - 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 14. - DURATION

The provisions of this agreement shall be effective as of July 1, 2018 and shall continue in full force and effect without change to and including June 30, 2020, except that Article 6 shall be subject to negotiations in accordance with its terms and Appendix A shall be subject to negotiation in accordance with statute, effective July 1, 2019.

#### ARTICLE 15. - RETIREMENT

Administrators who wish to retire shall do so with at least sixty (60) days advance written notice, and such resignation for retirement purposes shall be effective at the end of then-current school year. Failure to provide such notice or to retire at the end of the school year shall permit the Board, at its option, to delay severance payments as set forth in Article 5(C) and/or pre-normal retirement benefits as set for the in Article 10, by one year.

#### 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, or a claim of failure to follow the established procedures of the School District's evaluation and support programs.

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 therefore 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 31<sup>st</sup> 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.

#### ARTICLE 21. - TRAVEL REIMBURSEMENT

Administrators other than building administrators (special education/curriculum/ Central Office administrators) shall be reimbursed for travel required by their job responsibilities in the amount of \$75.00 per month.

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

David M. Tate  
Co-President

Date: 10/31/17

[Signature]  
Co-President

Date: 31 OCT 2017

Geoffery  
President

Date: 10/31/17

APPENDIX A  
SALARY SCHEDULE

The salary schedule below shall be updated to reflect all current positions, and it shall be amended for the three years of the contract as follows. The salary schedules below reflect the increases of 2.00% in 2018-2019 and a re-opener for 2019-2020. In 2018-2019, unit members not at the maximum shall progress one step.

**2018-19**

	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>
High School Principal	\$172,273	\$175,032	\$184,942
Executive Director	\$172,273	\$175,030	\$177,796
Administrator for Adult and Continuing Education	\$161,057	\$163,817	\$166,577
Elementary School Principal	\$161,057	\$163,817	\$166,577
Middle School Principal	\$161,057	\$163,817	\$166,577
Principal of AITE	\$161,057	\$163,817	\$166,577
Director	\$161,057	\$163,817	\$166,577
Assistant Principal 221 days	\$150,186	\$152,776	\$155,363
Assistant Director	\$150,186	\$152,776	\$155,363
Assistant Principal 206 days	\$139,974	\$142,388	\$144,799

**2019-20**

Re-opener