

Dear Colleagues,

This past November, you may recall, the SEA and BOE reached agreement with a stipulated arbitration award.

Accordingly, we entered mid-stream bargaining some months prior to address Articles 16, 16A and 17, Unit Member Assignment, Vacancies and Unit Member Transfer, respectively.

Most recently, we have reached a settlement with the BOE on these issues.

Like most bargaining sessions, the BOE and your committee members had differing perspectives on the many issues which the above articles impact. But, ultimately, we did reach a settlement.

Bottom line: the SEA and BOE agreed to minor editorial changes only to assignments, vacancies and transfers.

We also agreed to bargain mid-stream on all current Memoranda of Agreement (MOA). As a result, all MOAs shall remain in effect but for a slight modification which affects Rippowam Middle School **only**, which houses an IB program.

Please review the attached agreement for more details. If you have questions or require additional information, please do not hesitate to call the SEA office, 203-324-2602.

Thank you.

Michael J. Arcano
President, SEA

Stamford Board of Education
Stamford Education Association
April 25, 2016

TENTATIVE AGREEMENT
Subject to ratification by both parties

The Stamford Board of Education and the Stamford Education Association hereby agree to amend Article 16, Article 16A and Article 17 to read as follows in the successor collective bargaining agreement commencing July 1, 2016:

ARTICLE 16. UNIT MEMBER ASSIGNMENT

- A. The assignment of unit members within the school system is the responsibility of the Superintendent of Schools. Assignments shall be made only after every reasonable effort has been made to meet the reasonable requests and desires of any unit member concerned.
- B. Unit members shall be notified of their programs for the coming school year, including the schools to which they will be assigned, the grades and/or subjects that they will teach and any special or unusual assignments that they will have, and any extra pay assignments they shall be responsible for, as soon as practicable, and under normal circumstances not later than June 15th.
- C. Assignments (*grade assignment in the elementary schools, grade and subject assignment in the middle schools, and in subject assignment in the high schools*) are intended to be stable. ~~However, if a change is necessitated Stamford Public will provide SEA and the impacted unit member written notice of the circumstances prior to making the assignment change.~~ To the extent possible, changes in grade assignment in the elementary schools, *grade and subject assignment in the middle schools*, and in subject assignment in the secondary *high schools* shall be voluntary and in any case shall not be effected or announced without a prior personal conference with the individual involved *outlining the circumstances necessitating the change. If requested by the teacher no later than five (5) school days following such conference, the principal or other supervisor will provide the impacted unit member written notice of the circumstances necessitating the assignment change, with a copy to the SEA President.* A change in assignment within a building unit shall be handled directly by the supervising principal or his designee, following a conference with the unit member concerned and *shall be* subject to appeal through level three of the grievance procedure.
- (1) A unit member desiring a change in assignment for the succeeding year shall submit his/her request ~~in writing~~ *online via the internal posting process* to the building principal between March 1st and April 1st. Such request may list up to three (3) new assignments, in order of preference. In making assignments for the following year, the principal shall consider such requests.

- (2) When vacancies occur during the school year, unit members within the building may request a change in assignment for the following year.

D.

1. Inter school travel

In arranging schedules for unit members who are assigned to more than one school, an effort shall be made to limit the amount of interschool travel. Such unit members shall be notified of any changes in their schedules as soon as practicable.

2. Multiple location placements

If teachers are employed in multiple locations to make a 1.0 position, they shall have the right of first refusal if a 1.0 position at a single location becomes available in a subject for which they are certified.

The Board shall notify the teacher/s (based on seniority), as described above, of an open position by return receipt email.

The teacher, as described above, shall via return receipt email have no more than five school days from the date of receipt of the Board's notice to exercise the right of first refusal.

If a teacher/s declines to exercise the right of first refusal, the position shall be posted in accordance with the parties' collective bargaining agreement.

- E. No regularly assigned unit member shall be used as a substitute teacher except in the case of an emergency, it being expressly understood that the failure of a substitute to arrive on schedule or the inability to secure a substitute shall be considered an emergency. The administration shall make every effort to assign emergency coverage evenly to unit members. The following procedure is to be implemented in the event of a class coverage issue at your school: the use of student interns first; if no student interns are available, then regular substitute teachers will be called; if no regular substitute teachers are available, then teachers on self-directed time will be used; if no teachers on self-directed time are available, then collateral duty assignment changes will be utilized.

- F. Based on the current ~~six seven (7)~~ period day *structure* at the high school *in effect in the 2015-2016 school year*¹ and the current six (6) period day at the middle school, academic subject unit members shall not be assigned more than five (5) teaching periods per day *plus connection time* at the high school and four (4) teaching periods per day plus Homeroom *plus advisory* at the middle school. Special subject area secondary school unit members (e.g., art, music, physical education, industrial arts, career and vocational teachers) may be assigned an additional teaching period per day provided they are relieved of specified duties,

¹ The parties have agreed that the reference to the current "structure" includes the rotating schedule.

and providing there is consultation and mutual agreement with the principal. This provision shall not be construed to prevent the Board from changing the number of teaching periods. Academic area secondary unit members shall not be required to make more than four teaching preparations at any one time. Classes, which require different syllabi, teaching materials or textbooks, shall be considered different teaching preparations. Secondary school unit members shall have at least one (1) ~~unassigned~~ *self-directed* period per day, five (5) per week. ~~SEE MOA-Middle School which shall set precedent.~~ *Such self-directed time shall be shortened concomitantly on late opening or early release days.*

- G. Compensation for teachers who teach two different subject areas at the middle school level (e.g. math and social studies) will be negotiated.
- H. Elementary unit members shall be given daily self-directed time with a minimum of 200 minutes of self-directed time per week and at least thirty (30) consecutive minutes self-directed time per day.
- I. The President, Chairperson of the Grievance Committee, and the Chairperson of the Negotiating Committee of the SEA may, if feasible, have their self-directed time in the final period of the day. Upon receiving permission from the principal, they may leave the building.
- J. Unit member assignments shall be made without discrimination in regard to race, creed, religion, color, marital status, age, sex, sexual orientation, ancestry or national origin, political beliefs or activities, disabilities or any other basis prohibited by law.
- K. It is the policy of the Board to assign specialists such as those in music, physical education and art so that all schools and classroom unit members have reasonably equal access to their services.
- L. Unit members shall have the right to reject a student teacher. No teacher will be required to accept a volunteer, if the teacher objects to the placement.

ARTICLE 16A. VACANCIES

- A. A list of anticipated vacancies for the coming school year shall be posted in each school and in the Human Resources Office no later than June 1st of any school year *after the principal has made changes in assignment at the building level, if any, in accordance with Article 16(C)*, except if the vacancy should occur after that date. *Teachers accepting assignments from the involuntary transfer list shall have the right to start the year in the assignment accepted.* Vacancies occurring after June 1st and before August 15 shall be posted in the Board of Education Offices, in each school and on the Board of Education's website, and a copy shall be sent to the SEA President. "School year" means the unit member school year, and "school term," means the student school year. The posting shall be effective for a period of five (5) days.

- (1) Unit members who wish to be considered for a voluntary transfer during the summer must make ~~written~~ application ***online via the internal posting process*** to the Principal(s) of the school(s) where the vacancy occurs and to the Director of Human Resources.
- (2) Principals will make reasonable effort to contact a unit member who requests such a transfer.
- (3) The unit member will make a reasonable effort to be available at the convenience of the Principal.
- (4) No appointment will be reasonably delayed by the inability of the Principal to contact the unit member.
- (5) Principals will include for consideration the names of all unit members who request a voluntary transfer prior to April 1, along with any new applicants for vacant positions that occur after June 1. Names of unit members considered for each vacancy will appear on the appropriate selection file.
- (6) One interview at a given location will serve as a response to further requests for voluntary transfer to additional vacancies at the same location.

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

B. Posting/Filling of New Positions During the School Year

- (1) All newly created positions arising during the school year, (for example grant positions or brand new classroom teacher positions ***or growth/leadership positions***), will first be posted internally to Stamford Public School teachers.
- (2) Qualified internal candidates shall be considered for the position prior to its being open to external candidates.
- (3) If there is no internal candidate who meets the qualifications and is offered the position, the position will be posted externally.
- (4) If an external candidate is ultimately selected for the position, and is hired between the 5th student school day and April 1st the position will be interim and reposted as a permanent position at the conclusion of the school year.
- (5) If an internal candidate is selected for the position, the position will be a regular position. There shall be no internal filling of the position that the internal candidate is vacating. Instead, the position will be filled externally as an interim position and posted at the conclusion of the school year as is the current practice.

C. Posting/Filling of Vacancies During the School Year

Any mid-year vacancies that are not *other than* newly created or grant or *growth/leadership* positions shall be filled by an outside candidate for the remainder of the school year, on an interim basis.

D. Leadership Opportunities

Qualified unit members employed in the Stamford Public Schools shall be given an interview and strong consideration when leadership vacancies within the unit occur within the system in light of the District's commitment to provide career options for unit members based on their current training and experience.

1. ARTICLE 17. UNIT MEMBER TRANSFER

A. Unit member transfers (voluntary or involuntary) shall be made without regard to age, race, creed, color, religion, nationality, sex or marital status.

B. Assignments to buildings shall be made in the following order:

Leave of Absence – Teachers returning from a leave of absence at the beginning of the first school year following a leave of one year or less only will be assigned to the previous position or a comparable position in the same school. If there is no comparable position at the same school, assignment to buildings shall be made in accordance with the procedures for Involuntary Transfers as set forth below.

Involuntary Transfers – teachers who are displaced from their assigned school because of a reduction in the number of positions at that site shall be assigned to buildings in accordance with the procedure for Involuntary Transfer, below.
(Paragraph D, below).

~~Rifing~~—A school closing, any program or department eliminated or reduced district wide that could result in a net loss in that category of positions (e.g. applied science eliminated at the middle schools).

~~Involuntary Transfers~~—a reduction in the number of positions at a site, or elimination/change of a category, which results in no net reduction district wide; term of assignment ends, return from TOSA (e.g. CASD, Early Reading Readiness position, etc.); reduction in the number of teachers per grade/subject at a certain site with no position available at that site (e.g. three third grades — now two and no classroom position available within the same school), etc.

~~Leave of Absence~~ – Return from leave of absence after 1st year only *that extends beyond the beginning of the school year following that in which the leave commenced.*

~~Administration Reductions~~ – any administrator being returned to the teacher ranks.

~~Voluntary Transfers~~ – by letter as per the teacher contract

C. Voluntary Transfer Procedure

- (1) The Human Resources Office shall publish and post at each school and on the Board's website a vacancy list each year. The list shall be published and distributed for a two-week posting no later than February 15.
 - (2) Tenured unit members shall apply ~~in writing~~ *online via the internal posting process* directly to the principal at the location of the vacancy. The unit member shall forward a copy of her/his application to the Human Resources Office and the unit member's current principal.
 - (3) The principal or his designee(s) shall first interview all interested internal candidates who meet the "highly qualified" standards under federal law and provide each successful and unsuccessful candidate written notification as to her/his status. Upon request, internal candidates who are not interviewed shall be provided with reasons for being denied an interview. After interviewing and notifying the internal candidate of her/his status, principal may interview and recommend for hire external candidates.
 - (4) Principals will not be required to interview the same candidate that year for subsequent vacancies of the same type, but shall keep the candidate's file for consideration for future openings that year.
 - (5) The Human Resources Office shall publish a new biweekly vacancy list each two weeks thereafter. Interested tenured unit members will have one week to apply as in # 2, # 3 and # 4 above.
 - (6) The Human Resources Office shall provide to each building principal the district seniority list as defined in Article 15 (A)(1).
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- (7) This procedure will continue until June 1 of each year, at which time the provisions of Article 16A, Vacancies, will govern.

D. Involuntary Transfer Procedure

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

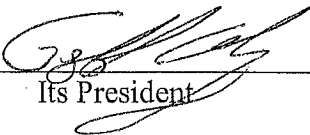
- (1) Refer to Board Policy 4150 regarding pre-tenure unit member transfers.
- (2) When a reduction in the number of unit members in a school is necessary, volunteers shall be transferred first. The Superintendent may choose not to grant requests for voluntary transfer for any teachers in the Assistance Stage of the

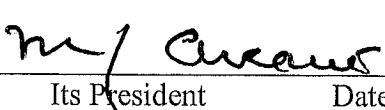
evaluation process.

- (3) When involuntary transfers are necessary, length of service in the school system (followed by grade level seniority) shall be a major factor in determining which unit member is to be transferred. Unit members being involuntarily transferred will be transferred only to a comparable position, and effort will be made to place the unit member in a comparable program. An involuntary transfer shall be made only after a meeting between the unit member involved and the Superintendent or his designee, at which time the unit member shall be notified, in writing, of the reason for the transfer. If the unit member so requests, an SEA representative may be present at this meeting.
- (4) A list of current open positions in other schools shall be made available to all unit members being involuntarily transferred, and all things being equal, preference shall be given in filling such positions on the basis of length of service in the Stamford School System.
- (5) Notice of transfer shall be given to unit members as soon as practicable and under normal circumstances no later than June 1st.
- (6) Exceptions to the provisions of Sections 1, 2, 3, 4 and/or 5 above may be made only if the Superintendent of Schools determines that it is necessary to do so in the best interests of the unit member(s) and/or school(s) affected. The Superintendent's decision shall be final.

STAMFORD BOARD OF
EDUCATION

STAMFORD EDUCATION
ASSOCIATION

By  4/25/16
Its President Date

By  25 April 2016
Its President Date

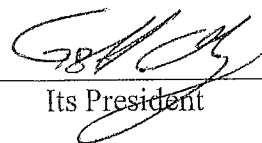
MEMORANDUM OF AGREEMENT

Effective July 1, 2016, the Stamford Board of Education and the Stamford Education Association hereby agree to amend the Memorandum of Agreement set forth in the contract at page 79 as follows:

1. Based on the six period day schedule adopted for the middle schools, unit members shall not be assigned more than four teaching periods per day plus homeroom *and advisory period as described in paragraph 3 below. Notwithstanding the foregoing, given the special characteristics of International Baccalaureate programs, at the Rippowam Middle School International Baccalaureate, based on a seven period day schedule, unit members shall not be assigned more than five teaching periods per day plus homeroom and advisory period as describe in paragraph 3 below, provided that class sizes at Rippowam Middle School International Baccalaureate shall be governed by Article 9(A)(4).*
2. Math coaches assigned to a middle school with six periods will be assigned no more than one class per day. This agreement is without prejudice to the position of either party as regards the pending grievance concerning the assignment of a second class to a math coach for the 2008-2009 school year.
3. *Advisory and Connection Time at the middle schools and high schools respectively shall be governed by a separate Memorandum of Understanding dated April 22, 2014 except as the parties may otherwise agree in writing.*
4. This Agreement codifies the current baseline for implementing the six period day at the middle schools and the implementation of the middle school advisory period, and it is subject to change and, if necessary, negotiation as conditions warrant. The current practices at Dolan concerning escorting students to lunch and reconvening homeroom at the end of the day may continue, but shall not be considered a precedent for the other middle schools.

STAMFORD BOARD OF EDUCATION

STAMFORD EDUCATION ASSOCIATION

By  4/25/16
Its President Date

By  25 April 2016
Its President Date