

AGREEMENT

between the

STAMFORD BOARD OF EDUCATION

and the

STAMFORD EDUCATION ASSOCIATION

July 1, 2018 - June 30, 2020



CONTRACT
TABLE OF CONTENTS
BY ARTICLE

ARTICLE 1.	BOARD RIGHTS.....	1
ARTICLE 2.	RECOGNITION	1
ARTICLE 3.	ASSOCIATION AND TEACHER PRIVILEGES	2
ARTICLE 4.	SALARIES AND COMPENSATION.....	4
ARTICLE 5.	ACCIDENT AND SICKNESS BENEFITS	6
ARTICLE 6.	HEALTH INSURANCE.....	6
ARTICLE 7.	INOCULATIONS	12
ARTICLE 8.	SICK LEAVE	12
ARTICLE 9.	WORKING CONDITIONS	16
ARTICLE 10.	NON-TEACHING DUTIES.....	21
ARTICLE 11.	UNIT MEMBERS' FACILITIES	22
ARTICLE 12.	PERSONNEL FILES.....	23
ARTICLE 13.	PERMITTED ABSENCES AND LONG TERM LEAVES.....	24
ARTICLE 14.	SUMMER SCHOOL, ADULT EDUCATION, AND NIGHT SCHOOL	26
ARTICLE 15.	REDUCTION IN FORCE.....	27
ARTICLE 16.	UNIT MEMBER ASSIGNMENT	29
ARTICLE 16A.	VACANCIES.....	31
ARTICLE 17.	UNIT MEMBER TRANSFER.....	32
ARTICLE 18.	PROMOTIONS.....	34
ARTICLE 19.	RETIREMENT BENEFIT.....	35
ARTICLE 20.	EDUCATIONAL IMPROVEMENT AND TUITION REIMBURSEMENT	36
ARTICLE 21.	PROFESSIONAL DEVELOPMENT PROGRAM.....	37
ARTICLE 22.	GRIEVANCE PROCEDURE.....	43
ARTICLE 23.	PROTECTION OF UNIT MEMBERS	47
ARTICLE 24.	UNIT MEMBER EVALUATIONS.....	47
ARTICLE 25.	WORK SAVER PLANNING COMMITTEES.....	48
ARTICLE 26.	TEXTBOOKS	48

ARTICLE 27.	CONTRACTS	48
ARTICLE 28.	INTERIM UNIT MEMBERS	48
ARTICLE 29.	INNOVATIONS	49
ARTICLE 30.	DEDUCTIONS	49
ARTICLE 31.	GENERAL PROVISIONS	50
ARTICLE 32.	NO STRIKE NO LOCKOUT	51
ARTICLE 33.	DURATION	51
ARTICLE 34.	CONTRACT NEGOTIATIONS	51
ARTICLE 35.	CONSULTATIONS	52
ARTICLE 36.	FULL AGREEMENT	52
ARTICLE 37.	OPPORTUNITY FOR CAREER GROWTH	52

TABLE OF CONTENTS (continued)

APPENDIX A (1) 2018-2019 Salary Schedule54
APPENDIX A (2) 2019-2020 Salary Schedule55
APPENDIX A (3)56
APPENDIX B (1) 2018-2019 Stipend Schedule58
APPENDIX B (2) 2019-2020 Stipend Schedule61
Delayed Opening Schedule.....64
School Listings.....65
SIDE LETTERS.....66
MEMORANDA OF AGREEMENT
 School Data Teams67
 Middle Schools.....70
 Athletic Coaching Assignments.....71
 Guidelines for Workshop Presentation Pay.....72
 Job Share Procedures and Requirements73
 IEP Case Manager and Service Provider.....77
 Teaching an Additional Class.....78
 KRONOS Usage by Teachers79
 TEAM and Mentor Program.....80
 AITE Advisory.....83
 AITE Open House85
 AITE Teaching Schedule.....86
 Scofield Exploratory Reading Teachers87
 Rogers International Magnet.....88
 Teaching in a Non-Stamford Public School.....90

CONTRACT
INDEX

Accident and Sickness Benefits	6
Addition or Deduction of Monies from Pay Check	6
After School Meetings	17
Agenda for Meetings.....	17
Assault.....	6
Assignment and Changes in Assignments	29
Association and Teacher Privileges	2
Bereavement	24
Board Rights	1
Building Reps.....	3
Change in Location or Level for Succeeding Year.....	17
Change in Salary Classification	6
Child Care Scholarship	20
Class Coverage/Compensation	30, 59, 62
Class Size	16
Commendations	23
Compensation	4
Construction.....	19
Consultations.....	52
Contract Negotiations	51
Contracts	48
Coordination of Benefits.....	12
Curriculum Revision/Compensation.....	59, 62
Daily Period Assignments.....	30
Deductions	49
Dental.....	11
Department Head/Team Leader Compensation.....	59, 62
DSAPs.....	1, 27
Duration	51
Educational Improvement.....	36
Elementary Self-Directed Time	30
Eligibility	41
Evaluation	47
Facilities.....	22
Family Illness Days.....	24
Full Agreement	52
Gas Allowance	19
General Provisions	50
Grievance Procedure.....	43
Health Insurance	6
Included Student	19
Innovations.....	49
Inoculations.....	12

In-Service Stipends	57
Interim Unit Members.....	48
Involuntary Transfer	34
Joint Association and Board Committee on Alternative/Innovative Educ. Opp	21
Leadership Opportunity	32
Leaving Building	19
Length of Unit Member's Day.....	18
Life Insurance (Accidental Death And Dismemberment)	12
Long Term Sabbatical Leaves	38
Lunch Period.....	17
Mainstreaming of Students	19
Maternity/Child Care Leave	25
Methods of Retirement Benefit Payment.....	35
Newly Created Positions Mid-Year	32
No Strike - No Lockout.....	51
Non-Teaching Duties	21
Open House.....	17
Opportunity for Career Growth	52
Pay Check Adjustments	6
Permitted Absences and Long Term Leaves	24
Personnel Files	23
Placement.....	5
Posting/Filling of New Positions During the School Year	32
Posting/Filling of Vacancies During the School Year	32
Professional Development Program	37
Promotions	34
Protection of Unit Members.....	47
Public Services Leaves	40
Recall Procedure	28
Recognition	1
Reduction in Force (RIF)	27
Required Conferences	17
Retirement Benefit	35
Rights of Unit Members to Representation	46
Sabbatical Leave	37
Salaries and Compensation.....	4
Salary Classification	4
School Year.....	17
Severance Benefit	15
Short Term Leaves and Project Grants	38
Sick Bank	13
Sick Leave.....	12
Special Assignments	40
Special Types of Grievance	46
Step Adjustment.....	6
Substitute Coverage	30

Summer School, Adult Education and Night School	26
Summer School/Head Teacher Compensation	59, 60, 62, 63
Teachers Working in Multiple Locations	29
Textbooks.....	48
Transportation of Students	19
Tuition Reimbursement	37
Self-Directed Time.....	30
Student Teacher	31
Unit Member Assignment.....	29
Unit Member Evaluations	47
Unit Members' Facilities	22
Unit Member Transfer	32
Vacancies	31
Vacating a Room.....	19
Voluntary Leave.....	25
Voluntary Transfer.....	33
Volunteer Help.....	31
Waiver of Coverage	11
Work Saver Planning Committees.....	48
Worker's Compensation	6
Working Conditions.....	16

AGREEMENT
between the
STAMFORD BOARD OF EDUCATION
and
STAMFORD EDUCATION ASSOCIATION

THIS AGREEMENT IS MADE AND ENTERED INTO effective July 1, 2018, by and between the STAMFORD BOARD OF EDUCATION (hereinafter referred to as the “BOARD”) and the STAMFORD EDUCATION ASSOCIATION (hereinafter referred to as “SEA” or Association.)

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 and are not subject to grievance. 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 appropriate budgets as it shall deem desirable.

ARTICLE 2. RECOGNITION

In accordance with Connecticut General Statutes, Section 10-153a to 10-153n, the Stamford Board of Education recognizes the Stamford Education Association for the purposes of collective bargaining negotiations and to be the exclusive bargaining agent and representative for all certified professional employees who are employed by the Board in positions requiring a teaching or special service certificate or a durational shortage area permit (DSAP) and are not included in the administrators’ unit or excluded from the purview of Sections 10-153a to 10-153n inclusive. All of the provisions of the collective bargaining agreement, except for Article 15, Reduction in Force, shall apply to unit members employed under a DSAP.

ARTICLE 3. ASSOCIATION AND TEACHER PRIVILEGES

- A. There shall be no reprisals of any kind against any unit member by reason of his/her membership in the SEA or participation in its activities.
- B. The SEA and its representatives shall have the right to use school building facilities at all reasonable hours for meetings without charge provided that when special custodial service is required, that the Board may make reasonable charges provided in the Building Use Policies; provided that said use shall not interfere with school programs; provided further that the school principal may designate an adequate place if there is a conflict with other scheduled activities; and provided further that said use shall be subject to Building Use Policies, including the filing of a building permit.
- C. When official representatives of the SEA engage in SEA activities directly relating to SEA duties including, but not limited to, grievance procedures or negotiations as representatives of the teachers, they shall be given such free time, without loss of pay, as is necessary to perform any such activities, provided such free time has been approved by the appropriate administrator or designee.

SEA representatives shall have access to school buildings during the regular school day for the above purposes, provided that such access, in the judgment of the administrator in charge, will not disrupt the school program.

- D. The Board agrees, limited by the availability of time, the prior approval of the principal or designee, and provided the use is related to SEA activities as collective bargaining representative, to permit the SEA to use Board printing facilities so long as it does not interfere with the regular operation of the school program. The cost thereof shall be paid by the SEA at rates established by the Board.
- E. The SEA shall have the right as the bargaining representative for unit members to post notices of activities and matters of SEA concern on teacher bulletin boards. At least one bulletin board for the sole use of the SEA shall be provided at an accessible place in each school. Said notices shall be posted only on the bulletin boards so designated. Such bulletin boards shall be properly maintained by the SEA.
- F. The SEA shall have the right as bargaining representative for unit members to use teacher mailboxes for communications to unit members. Any communication posted on a bulletin board or placed in employee boxes by the SEA shall have proper identification of the SEA. The SEA agrees to furnish to each principal and to the Superintendent a copy of all communications sent by the SEA to all unit members.
- G. The Board agrees to furnish the SEA on request with all available information reasonably necessary to the SEA in the performance of its responsibilities as the recognized bargaining representative for the unit members. Nothing contained herein shall be construed to require the Board to provide any information not already available to it or to provide said information in any other form than would normally be available.

- H. Any unit member elected to a full time position either in the National Education Association or Connecticut Education Association shall be released from his/her duties and given a leave of absence without pay for the school year in which he/she shall so serve. Upon returning from this professional responsibility, he/she shall be placed upon the salary step he/she would have attained if he/she remained under employment in the system. The contribution to the State Retirement System will be assumed by the unit member and the released unit member shall be able to contribute the cost of his/her coverage under the insurance outlined in Article 6 of this Contract. Upon return from such leave, the unit member shall be placed at the same position on the salary schedule and entitled to sick leave and other benefits as if he/she had been working in the Stamford school system.
- I. One (1) SEA Representative for every five (5) SEA Building Representatives, or portion thereof, in each building shall have release time of one hour per week for the sole purpose of SEA business with no loss of self-directed time, so long as no time is lost from instructional time for students. When that person is an elementary classroom teacher the principal shall create a schedule which relieves the classroom teacher from a proportionate amount of recesses per week to equal the above one hour per week.
- J. The president of the SEA may elect to be on special assignment with pay and benefits maintained concurrent with the president's term of office. However, said time off shall be at least a period of a school year so that the educational process is not interfered with. Upon conclusion of said special assignment, he/she shall be entitled to reemployment in the position he/she left, if available, or in a comparable position for which he/she is certified. The SEA will reimburse the Board thirty-five percent (35%) of the president's salary during the special assignment period.
- K. Any public financial records of the Stamford Board of Education shall be made available to the SEA upon release and subsequent request.
- L. Principals will meet upon request, at reasonable intervals, with a consultation committee of SEA members in each school to resolve matters of staff concern.
- M. The Superintendent, or designee, and representatives of the SEA shall meet at reasonable intervals upon request of either party during the school year on matters of mutual concern.
- N. The president, officers and/or delegates of the SEA (not to exceed a total of five) to the Connecticut Education Association Annual Representative Assembly shall be excused with pay for only those school session days when these conventions are held.
- O. An officer of a professional educational organization (other than teachers/labor organizations) may request of his/her supervisor or building principal up to two (2) days leave to attend organizational meetings of benefit to the Stamford Public Schools. Denial of such requests may be appealed to the Superintendent, whose decision shall be final.

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 negotiations pursuant to Conn. Gen. Statute 10153, Section f(e).

B. Extra pay for extracurricular activities shall be as set forth in Appendix “B” which is attached hereto and made part of the Agreement.

C. Salary Classification

(1) The terms used in Appendix “A” shall be interpreted and applied in accordance with the following definitions:

(a) B.A. Bachelor

A baccalaureate degree earned at an accredited college or university.

(b) B.A. + 15

A baccalaureate degree plus fifteen credits towards a master's degree earned at an accredited college or university in an approved program in any subject area.

(c) M.A. Master

A master's degree earned at an accredited college or university in an approved program obtained in any subject area. (Also referred to as “Fifth Year”).

(d) M.A. + 15

A Master's Degree earned at an accredited college or university plus fifteen credits towards a Sixth Year degree (as defined in Section (e) (1-3) below) earned at an accredited college or university in an approved program in any subject area.

(e) 6th Sixth Year

1. A second master's degree or a sixth year certificate earned at an accredited college or university in an approved program in any subject area.
2. Unit members serving in positions that require a MSW degree shall be placed on the appropriate step of the 6th Year schedule and shall not receive any extra stipend.
3. Teachers whose M.A. degree requires sixty (60) hours of credit for certification by the accredited College or University in the field in which the teacher is working in Stamford shall be placed on the appropriate step of the 6th year schedule.

(f) A Ph.D. or Ed.D. degree earned at an accredited college or university and in a relevant subject area.

D. Placement

- (1) All unit members shall be placed on the appropriate step in the salary schedule, taking into consideration the following:
 - (a) Degree status as defined in Section C of this Article.
 - (b) Full credit for up to eight years previous teaching or related educational experience in public, private, and military dependency schools, provided that such experience shall have been continuous service of at least half of any school year (93 school days). The Superintendent may grant additional step credit for previous teaching experience beyond eight years for teachers hired both in positions that are difficult to fill as well as in shortage areas as identified by the Commissioner of Education. Intermittent or short-term substitute service will not be credited as previous experience.
 - (c) Salary credit for experience under a Durational Shortage Area Permit will be granted the same as above if the experience outside of Stamford led to full certification prior to employment in Stamford.
 - (d) Unit members with experience other than that of certified classroom teachers may receive credit up to ten (10) years of the salary scale at the sole discretion of the Superintendent, with appeal to the Board; the Board's decision shall be final.
 - (e) Pay at salary classification B.A. +15 or M.A. +15 shall revert to pay at salary classification B.A. or M.A. respectively if a master's or respectively a 6th year is not obtained within three years after the unit member qualifies for pay at salary classification B.A.+15 or M.A. +15.
 - (f) Full credit for up to two years for active service in the Armed Forces of the United States shall be granted to those employed by the Board prior to October 1, 1980.
 - (g) Change of classification at any level shall be accomplished by progressing to the appropriate step on the next degree classification of the salary schedule consistent with the teacher's number of years of experience.
 - (h) Full credit up to two years for service in the Peace Corps shall be granted to those employed by the Board prior to July 1, 1975.
 - (i) None of the above shall be construed as retroactive, or as a basis for reopening past agreements, or as a basis for salary above maximum.
- (2) If the employment of a unit member is terminated for any reason prior to the completion of the full school year, the Board shall pay the unit member's salary accrued up to and including the last day the unit member performed duties.

E. Change in Salary Classification

When all requirements have been successfully completed for the next salary classification, documentary evidence must be presented to the Human Resources Office on or about August 31st or January 31st. If, for reasons beyond the control of the SEA unit member, documentary evidence cannot be presented by such dates a forty-five (45) day extension shall be granted. Upon approval, reclassification shall be made effective on September 1st, or February 1st, respectively. No reclassification shall reflect a percentage of less than fifty percent (50%) of the appropriate higher classification on Schedule A.

F. Step Adjustment

Step Adjustment shall be consistent with full years of experience. Teachers employed for more than half of the school year shall be advanced in years in which step movement is granted, or as otherwise negotiated by the parties.

G. Addition or Deduction of Monies from Pay Check

The Board shall notify any impacted unit member in writing prior to the addition or deduction of monies from a paycheck to correct for any error that may have resulted in an underpayment or overpayment.

ARTICLE 5. ACCIDENT AND SICKNESS BENEFITS

Whenever a unit member is absent from school as a result of personal injury caused by an accident or assault arising out of and in the course of his/her employment, he/she shall be paid his/her full salary less the amount of any worker's compensation award made for temporary disability due to said injury, provided the injured unit member presents sufficient evidence that the absence was necessitated by his/her job related injury. These absences shall not be charged to a unit member's sick leave.

ARTICLE 6. HEALTH INSURANCE

A. All employees 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. Effective January 1, 2017, the Board will provide a high deductible health plan-health savings account (HDHP-HSA) program, as described below, for all eligible teachers, which shall be the exclusive plan.

(1) The HDHP-HSA program for all eligible teachers, shall have the following design:

Plan Deductibles	\$2000 Individual, \$4000 Family
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Effective January 1, 2018, after the deductible is satisfied, the plan pays 90% of covered medical and drug expenses that are incurred In-Network and 70% of covered medical and drug expenses that are incurred Out of Network

Out-of-Pocket limit (OOPL):	\$2,500 Individual, \$5,000 Family for In-Network charges \$4,000 Individual, \$8,000 Family for Out-of-Network charges
Annual HSA Employer Contribution (for active employees only)	\$1,000 Individual, \$2,000 Family
Timing of Employer HSA Contribution:	Annually on January 1
Plan for those ineligible for HSA: contributions:	Mirror HRA program, accumulated HRA credit not to exceed plan deductibles
Mid-year hires:	Employer HSA Contribution to be pro-rated and deposited on the first of the month after hire
Status change from Single to Family	Additional Employer HSA Family Contribution to be pro-rated
HSA Administration fee and bank fees:	Employer will fully fund HSA administration fees; all other HSA related bank fees will be borne by teacher.
Other plan changes relative to plan in effect prior to HDHP plan:	Plan changes necessitated by insurance administrator to HDHP/HSA/HRA platform to maintain qualified status for plan
Healthcare FSA enrollment	FSA plan will be amended effective 1/1/17 for all HSA participants to become a limited purpose FSA plan (LP-FSA) (only dental/vision expenses shall be reimbursable by the LP-FSA)

- (2) The Board will no longer maintain its Medicare Supplement plan because eligible members are appropriately served by the Medicare Supplement plan available through the State of Connecticut plan; current participants in the Board Medicare Supplement plan will be permitted to continue in this plan.
- (3) The HDHP shall provide infertility benefits per the State of Connecticut mandate.

(4) Teachers 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:

(a) Premium Contribution 2016-2017 (effective January 1, 2017)

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

(b) Premium Contribution 2017-2018 (effective July 1, 2017)

Unit members shall contribute 19% of the premium cost under the HDHP.

(5) Prescription claim management protocols will be maintained status quo.

(6) 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.

C. Effective January 1, 2018, subject to the conditions set forth below, the Board shall offer each bargaining unit member the opportunity to participate in the Connecticut State Partnership Plan 2.0 (SPP) for health benefits in lieu of the health benefits described above in this Section B. Dental benefits will continue until June 30, 2020 through the State Plan. 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 administration of the SPP, including open enrollment, beneficiary eligibility and changes, and other administration provisions shall be as established by the SPP.

(1) 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).

(2) The premium rates shall be set by the SPP. Based on such rates, the Board, in agreement with the Association, shall establish a blended rate to provide the same rate to active and retired teachers in accordance with statute.

(3) The employee percentage share of such premium cost shall be as follows:
January 1, 2018 through June 30, 2020: 18%

(4) 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.

- (5) In the event any of the following occur, the Board or the Association 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.
- (a) 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
 - (b) 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
 - (c) 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.
- (6) In any negotiations triggered under subparagraph 5 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 above in this Section 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. Unit members participating under the SPP 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. Effective January 1, 2017, health Flexible Spending Accounts (FSA) shall become a limited purpose FSA plan (LP-FSA) for all Health Saving Account participants. Effective January 1, 2018, health Flexible Spending Accounts (FSA) shall be full purpose, and the Board shall offer unit members such full purpose FSA accounts while the SPP is available to unit members. If and when the SPP is no longer available to unit members, the Board will offer limited purpose FSA accounts to unit members who participate in a high deductible plan or who are otherwise not eligible to participate in a full purpose FSA.
- E. A couple, as defined in the Agreement, may choose to hold single, one-one, or family coverage. In addition, one member of the couple may select no coverage because he/she is otherwise covered by the identified spouse. Changes during the year will be permitted only if a "Qualified Life Event," as enumerated and defined in IRC Section 125 and Connecticut General Statutes, as those statutes may be amended, occurs. Plan changes must be elected within thirty (30) days of the Qualified Life Event. Changes then requested must be on account of and consistent with the Life Event. Pursuant to IRC Section 125 and Connecticut General Statutes, Qualified Life Events are as defined as follows:
- (1) The unit member's marriage or divorce.
 - (2) The death of the unit member's spouse or dependent.
 - (3) The birth or adoption of a child of the unit member.
 - (4) Termination of employment or commencement of employment of the unit member's spouse.
 - (5) The unit member or spouse switches from full-time to part-time or part-time to full-time employment.
 - (6) The taking of an unpaid leave of absence by the unit member or spouse.
 - (7) Separation from service.
 - (8) A significant change in the cost of the plan, which causes a corresponding increase in the unit member's contribution during the plan year.
 - (9) 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.

F. A comprehensive utilization management program shall be a part of the insurance program, providing for pre-certifications of all hospitalizations and surgeries, concurrent review, discharge planning and large case management. There will be a 20% non-compliance penalty. The non-compliance penalty shall be capped at \$1,000 per year.

G. Waiver of Coverage:

A bargaining unit member may waive health insurance and related premium share costs as follows:

- (1) When a member of the bargaining unit is designated a spouse as defined by the Agreement, premium share costs may be waived with health benefits and premium share costs covered by the designated spouse.
- (2) When a spouse is employed outside the District with health insurance provisions provided by the outside employer, the bargaining unit member may designate the health benefit coverage through the outside employer of the spouse and waive premium share costs. Changes during the year will be permitted only if a "Qualified Life Event," as enumerated in IRC Section 125 occurs (with spouse as defined by CT Statute).

Any bargaining unit member who, because of a Qualified Life Event as defined by the Internal Revenue Service, wishes to revoke his or her insurance waiver may do so by notifying the Superintendent in writing. Upon receipt of such written notification, the Superintendent or his or her designee will contact the applicable insurance carrier(s) and request reinstatement of the bargaining unit member under Board-provided health insurance coverage. At no time shall a bargaining unit member elect waiver of health benefits and premium share costs without health benefit coverage as described above.

H. Dental

Dental Maximum Benefit per calendar year \$1,500.

Type A Service payable at 100%

Type 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.

This plan shall include a Passive PPO feature.

The premium contribution of any unit member seeking to enroll only in the dental plan (i.e., a unit member who has elected the waiver of medical insurance) shall be fixed at the same amount as the premium contribution of unit members enrolled in the HDHP plan.

I. Life Insurance (Accidental Death And Dismemberment)

LIFE INSURANCE The Board will purchase from a carrier selected in accordance with A above, life insurance in the amount of \$50,000 per member. Unit members shall have the option of purchasing additional life insurance at the personal expense of the teacher for self and for dependents at \$10,000 increments, subject to the underwriting rules of the carrier.

J. Coordination of Benefits

Coordination of Benefits as per Connecticut General Statutes S38262(g) and S39362(h).

K. 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 insurance, in the following manner: the Board will contribute toward the cost of premiums the same percentage of its costs for full time unit members as the unit member's assignment is of a full time assignment.

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

M. The Board shall continue to maintain its office to deal with purely administrative processing of deductions and claims.

ARTICLE 7. INOCULATIONS

The Board agrees to offer influenza inoculations to unit members for a fee equal to the actual cost to the Board. In the event the Board may require other preventive medical inoculations, the same will be offered at no expense to the unit members. Any unit member accepting the aforesaid treatment does so without any liability to the Board.

ARTICLE 8. SICK LEAVE

A. All unit members shall be granted annually fifteen (15) days of sick leave with full pay. Unit members hired prior to July 1, 1989 shall also be granted annually one (1) additional day for each year of service up to fifteen (15) days. The accumulation of unused sick leave for tenured unit members shall be limited to a maximum accumulation of 186 days.

B. For absence for personal illness beyond granted accumulated leave in Section A above, all tenured unit members shall receive the difference between their regular salary and the pay rate in effect for certified substitute teachers for up to thirty (30) days.

C. Each unit member who is absent for more than four consecutive school days or with proper written notification from the Human Resources Department of potential sick leave abuse must supply a doctor's certificate attesting to the cause of absence. A unit member who is absent immediately before or after vacations or single holidays may be required to supply a doctor's certificate.

D. Included in the material with the first paycheck of the school year for each 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.

E. Sick Bank

- (1) A "Sick Leave Bank" shall be established. The purpose of said bank shall be to aid only unit members whose sick leave accumulation has been exhausted and who suffer prolonged absence from (a) a disabling condition, (b) an accident which causes disability; and (c) disability arising from pregnancy by providing additional paid sick leave for extreme hardship cases due to personal illness and/or personal injury shall not be for casual use.
- (2) No qualified unit member shall be permitted to use more than 93 days from the Sick Leave Bank.
- (3) Each unit member may contribute a total of two (2) days from his/her sick leave accumulation to the Sick Leave Bank. If a pre-tenure teacher elects this option, he/she shall be permitted to use no more than fifteen (15) days from the Sick Leave Bank for each year of service.
- (4) All donations to the Sick Leave Bank will be voluntary.
- (5) All days not used in a year will be retained in the Sick Leave Bank.
- (6) If all the donated days are used during a given school year, the Bank shall be declared open and additional donations of a maximum of two (2) days by each tenured unit member may be made.
- (7) Unit members using sick leave days from the Bank will not have to replace those days.
- (8) No days may be donated to a specific individual, nor may they be donated to teachers exclusively in a certain school.
- (9) A unit member withdrawing from membership in the Bank shall not be allowed to withdraw contributed days.
- (10) Procedure for processing requests for Sick Bank days:
 - (a) The unit member requesting Sick Bank days shall obtain from the Association or from the Human Resources Department a copy of the SEA Sick Bank Request form.
 - (b) The unit member shall submit a completed Request form, including a completed Physician Statement, to the Human Resources Department who will promptly provide a copy to the Association. SEA approval is assumed unless SEA informs the Human Resources Department of its concerns regarding the request within three (3) days of receipt.

- (c) The Human Resources Department shall review the Request form for completeness. If the form is incomplete, the unit member and the Association will be notified. If any additional information is needed to process the Request form, the unit member and the Association shall be notified and the unit member shall be asked to comply.
 - (d) The Human Resources Department shall promptly review and respond to the completed Request form. If approved, the unit member and the Association shall be notified in writing of such approval. If approval is denied, the unit member and the Association shall be notified in writing that the Sick Bank Committee will be convened to review the request. The unit member may be required to submit additional information for the consideration of the committee.
 - (e) The unit member and the Association will be notified in writing of the decision of the Sick Bank Committee. Should the committee refer the unit member to an independent Medical Review Officer (MRO), the unit member shall be notified in writing and can decline, forfeiting the use of the Sick Bank. (This provision shall not impact the right of the Board to require an employee to submit to an Independent Medical Examination (IME) at Board expense as permitted by applicable law).
- (11) A committee consisting of two unit members selected by the SEA, three persons designated by the Board, and the Human Resources Director who shall act as the non-voting chairperson, shall be established to set up guidelines, review implementation, and update procedures.

The Sick Leave Committee shall:

- (a) Require a doctor's certificate regarding the illness and/or injury and its specific impact on the ability of the employee to perform job responsibilities;
 - (b) Consider the nature, seriousness; and projected duration of the illness and/or injury related to the ability of the employee to perform job responsibilities; and
 - (c) Consider the applicant's prior record of sick leave use.
- (12) The granting of any sick leave days from the Sick Leave Bank shall be made by majority vote of the committee members present and voting. In case of a tie vote, the case shall be referred to the Medical Review Officer (MRO).
- (a) The unit member shall be notified to submit all medical documentation from the unit member's treating physician(s) to the MRO. The MRO shall be a licensed physician, appointed by agreement of both parties, for the duration of the Collective Bargaining Agreement, subject to reappointment by agreement of both parties. The medical documentation submitted shall detail the seriousness and nature of the illness or injury involved related to the ability of the employee to perform job responsibilities. The MRO shall confirm the seriousness and nature of the illness or injury related to job responsibilities utilizing said medical documentation;

- (b) If the MRO is unable to confirm the seriousness and nature of the illness or injury related to the ability to perform job responsibilities from the medical documentation as provided above, said MRO may conduct or send the employee to have an Independent Medical Examination (IME). A licensed physician shall perform the IME with expertise in the field of the illness or injury presented, to confirm the treating physician's report. The decision of the MRO, or the IME, shall be binding and final and not subject to the grievance procedure outlined in this Agreement.
 - (c) Nothing contained herein shall preclude a resubmission to the MRO based upon additional medical documentation.
 - (d) Individuals are subject to continuing review by the MRO, to confirm the seriousness of the illness or injury. The MRO shall have the discretion to discontinue leave benefits under this provision if he/she determined that the individual is capable of returning to work.
- (13) In the event that the parties cannot agree upon the selection of said MRO, the Board and the Association shall submit the matter to binding arbitration under the rules of the American Arbitration Association (AAA).
 - (14) The costs of the MRO, the IME (if needed), and Arbitrator shall be borne equally by the Board and the Association.
 - (15) The Superintendent, in his/her sole discretion, may authorize the use of additional sick leave days from the Bank to any member who has exhausted the maximum days set forth in paragraphs 2 and 3 above. The Superintendent shall notify the Human Resources Director of his/her decision to authorize sick leave above the caps set forth in paragraphs 2 and 3 above. The decision of the Superintendent shall be final and not subject to the grievance procedure contained in this Agreement.
 - (16) In no case shall any unit member receive days from the Bank when absent due to a work-related injury.
 - (17) The Board will annually supply the SEA with statistics regarding the status of the Bank, number of participants, number of days, number of unit members taking from the Bank, number of days remaining in the Bank, etc.

F. Severance

- (1) Severance benefits will not be available to unit members hired after June 30, 2013.
- (2) Members hired before June 30, 2013 and who have accrued severance days by June 30, 2013 shall be eligible for severance benefits as follows:
 - (a) Upon resignation, retirement or death, such unit members shall receive a severance benefit of 20% of credited days as defined below, times their per diem

salary at the time of termination. Credited days may be earned only after maximum sick leave accumulation (186 days) is reached and shall be defined as follows:

1. For each year of employment after maximum accumulation has been reached, up to fifteen (15) days shall be eligible for credit.
2. From each year's fifteen eligible days, absences due to personal illness, family illness, personal business or work related injury (excluding assaults) shall be deducted. The remaining days each year shall be the "credited days," which days shall be totaled to establish the severance benefit.

(b) Past service shall be counted in calculating benefits under this severance plan.

- (3) As of July 1, 2013, there will be no ability to accrue severance. Pay out of severance accumulation accumulated by June 30, 2013 shall be made in a lump sum on or before July 31 in the year of severance. Individual arrangements may be made for an alternative payment schedule at the discretion of the Superintendent and if funds are available and no hardship is placed upon the school system. Per diem compensation is defined as 1/186 of the given unit member's annual salary.

ARTICLE 9. WORKING CONDITIONS

A. Class Size

The Board of Education through its agent, the Superintendent of Schools, shall endeavor, under normal circumstances, to maintain class size as follows:

- (1) No regular, secondary class shall have more than thirty (30) students. Reference to "secondary" grades shall include grades 6 through 12.
- (2) No Special Education Class shall have more than twenty (20) pupils. The composition and size of such classes shall be in accordance with State Board of Education Policy.
- (3) The foregoing standards are subject to modifications by the Superintendent for educational purposes such as the avoidance of split-grade classes or half-classes or specialized or experimental instruction (i.e., music, team-teaching, keyboarding classes, physical education).
- (4) In grades K-5 the class size shall not exceed 25 pupils, and any special education or bi-lingual pupils not present a full school day. If the class size exceeds 25, the Board shall employ an educational assistant. Class size may also be reduced through the addition of professional staff, physical expansion and/or portable classrooms.
- (5) Included students, as defined in Section L of this Article, shall be "weighted" on a two for one ratio in determining class size maximums at all levels.

B. School Year

The work year for unit members shall be 186 days. In addition, new unit members shall be required to attend up to three (3) days of orientation. Teachers who are assigned to a different school or from the primary to intermediate grades (or vice versa) within a school may be required to participate in two days of training, for which such teachers shall be compensated at the curriculum revision rate, as set forth in Appendix B.

C. After School Meetings

- (1) Unit members may be required to remain after school for approximately one hour to attend each of the following staff meetings:
 - (a) Superintendent's Staff Meetings- No more than four (4) per year, to be conducted by the Superintendent or his/her designee to address issues that affect the district or the level (elementary, middle, or high) as a whole. However, said meetings do not need to be convened in a single location.
 - (b) Two days each month building meeting called by the school principal or the principal's designee.
 - (c) One day each month for any one of the following: Department meetings, grade level meeting, or special group meetings as authorized by the Superintendent, Department Head, School Principal, or their designees.
 - (d) (Unit members taking graduate courses vital to their program, which cannot be obtained at any other time in conflict with after school meetings, may request permission to be excused from after school meetings.
- (2) Except in cases of emergencies, agendas will be prepared and distributed to all unit members at least one day prior to the meeting.
- (3) Unit members shall attend one scheduled Open House per year in the school to which they are assigned and shall be available for two evenings each school year for parental conferences, as necessary, for those parents who are unable to meet with the unit members during the school day. Such evenings shall be scheduled well in advance, but not on vacations, holidays or weekends. A unit member shall not be required to attend if the unit member and a parent have scheduled no parental conference or requested by a parent through the administration. Any specific plans for evening parent conferences will be discussed and developed with the SEA prior to placement on the official school calendar voted on by the BOE.

D. Lunch Period

- (1) All unit members will have a duty free lunch period daily of at least the same length as the student. Where this presents practical problems, the Board and the SEA will work together to find a solution.

- (2) Staff members shall have lunch scheduled during the time frame in which students eat, and, if there is a cafeteria, during the serving hours of that cafeteria.
- (3) Efforts to provide a longer duty free lunch period will be made in individual buildings wherever this is feasible without detriment to or reduction of the instructional program.

E. Length of Unit Member's Day

- (1) Daily Sessions: The time of the opening and closing daily sessions shall be determined by the Board and no change in the opening or dismissal of any school shall be made without the permission of the Superintendent.
- (2) Unit Member Day
 - (a) All unit members shall report to school and shall remain at school for the time necessary to perform such duties as may be assigned by the principal. The minimum requirements shall be fifteen minutes before the beginning of the session and fifteen minutes after the session, unless excused by the principal before school connected activities.
 - (b) In addition to the professional responsibilities as established in the 2006-2007 school year, unit members may be required to attend professional activities for up to ten hours, which may be used in one-half hour to hour segments before and after school, and which may be used in conjunction with staff meetings. The purposes of such activities (e.g., data teams, grade level team meetings, subject area meetings, or other collaboration or professional development) shall be determined by the principal on a consistent basis with reasonable notice to the faculty at the school site.
 - (c) However, it is understood that a unit member's day cannot be regulated by the clock and that many professionally necessary and desirable activities will take place beyond the designated minimum limits.
 - (d) The Board may assign individual unit members in certain assignments to begin and end their working day at different times, provided that the overall length of the unit member's day shall not exceed the working day of regular classroom unit members in the same school. Prior to making any such alternative assignments, the Superintendent or his/her designee shall confer with the Association regarding the assignment(s) and the teachers potentially affected. The Superintendent or his/her designee shall then offer the alternative assignment to the potentially-affected teachers on a voluntary basis and, if necessary, shall then make alternative assignment by inverse order of seniority.
 - (e) Should the Board increase the length of the unit member day, it shall negotiate with the Association over the impact, if any, of such change.
 - (f) The addition of a 186th day for teachers was added for the purpose of PD only.

F. Leaving Building

Unit members shall not leave school buildings without permission of their principal whose permission shall not be unreasonably withheld. Unit members who do leave the building under this provision shall return not later than ten minutes before the start of the next period unless otherwise extended. Unit members shall notify the principal or delegate of his/her return.

G. Gas Allowance

Any unit member regularly required to use his/her personal vehicle for Board business shall be reimbursed per mile traveled on said Board business at that rate allowed by IRS on July 1st of that contract year, so that said amount does not become ordinary income.

H. Transportation of Students

Unit members may, but shall not be required to, transport students.

- I. If a unit member is required by the Board to attend a conference, the Board shall pay for any tolls, food, lodging and mileage at the rate paid by the City of Stamford.
- J. No construction, remodeling or routine repairs shall be made at a unit member's station during school hours if the unit member finds it disruptive.
- K. When a unit member is required to vacate a room for any reason, he/she shall not be responsible for moving, removing or replacing any items other than personal items located therein.
- L. Prior to the mainstreaming of a student from a special class into a regular class, the principal or his/her designee shall confer together with both the teacher receiving the mainstreamed child and the teacher sending the mainstreamed child in order to review the child's specific needs and problems, and to instruct the receiving teacher on special techniques and/or methods to be performed with said child. Where appropriate the unit member or the Association may request the attendance of the district department head at such meeting.

An "included student" is a student whose adaptive behaviors (e.g. academic, cognitive, social) are significantly different from his or her age peers. Any regular classroom teacher who has an included student placed full-time in his or her classroom shall be provided with the following conditions:

- (1) Consultation and training as far in advance of such placement as is reasonably possible and during the time the unit member is providing his/her services to the included student.

- (2) All necessary training shall be at the Board's expense and the unit member shall be provided with either release time and/or compensation at the hourly curriculum rate to obtain such training, such as attendance at necessary meetings beyond those specified in Article 9(C), work with consultants, observation of the student in other educational settings and consultation with other professionals.

Included students shall be "weighted" on a two for one ratio in determining class size maximums at all levels.

M. Child Care Scholarship

The Board shall create a child care scholarship for the children of unit members as follows:

- (1) The Board's obligations under this provision shall be limited to \$30,000 annually, \$15,000 each semester. Any unused amounts shall rollover from semester to semester and year to year.
- (2) Each unit member's child is eligible for five-hundred dollars (\$500) per semester for child care. There shall only be one (1) application per child for whom a scholarship is sought (in other words, both parents who are teachers may only submit one (1) application for the same child).
- (3) To be eligible for the scholarship, the following conditions must be met:
 - (a) The child receiving child care must be between 0-6 years.
 - (b) The child must be receiving child care in a child care facility located in Stamford eligible for expenditures under a flex spending account.
 - (c) Application may only be made for child care expenses during the unit member's contractual workday and school year.
- (4) Unit members shall apply through written application for the scholarship by September 23rd for the first semester and January 20th for the second semester of each school year. Completed forms must be timely submitted on the due date to Human Resources Department via fax, email, or hand delivery. It is the responsibility of the teacher/applicant to timely confirm receipt.
- (5) Completed applications meeting the required guidelines shall be approved and the child's name placed into the lottery. Lottery will be held on September 26th, January 23 (except if such date falls on the weekends/holiday in which case it will be held on the next business day) administered by Human Resource Department and drawn by the Stamford Education Association. Applicants will be notified by email as to their lottery result. A waiting list shall be maintained.

- (6) Upon proof of receipts of child care expenses, payment shall be made with the last paycheck in December for the first semester approved applicants and with the last paycheck in June for second semester approved applicants. There shall only be one claim per group of receipts. All applicants will be informed of the status of their reimbursement application.

N. Joint Association and Board Committee on Alternative/Innovative Educational Opportunities

The Association and the Board will establish a joint Committee on Alternative/Innovative Educational Opportunities. The Committee will be composed of an equal number of representatives, not to exceed eight in total, appointed by the President of the Association and by the Superintendent in consultation with the Board of Education, who shall also designate Co-Chairpersons of the Committee from their respective designees. The charge of the Committee will be to consider whether and how working conditions for teachers may be affected by alternative and/or innovative education programs, including, but not limited to, intra-and inter-district magnet schools and other programs that address the achievement gap. The Committee shall consider programs as may be established or proposed by the Board, and it may propose such programs to the Board for its consideration. The Committee shall confer at least quarterly for this purpose during the school day and otherwise as scheduled by mutual agreement. The Committee shall report back to the Association and Board respectively on whether and how working conditions for teachers may be affected by such alternative and/or innovative programs. The designated representatives of each party reserve the right to submit separate reports.

Upon agreement and otherwise as may be required by law, the parties shall negotiate in accordance with Connecticut General Statutes, Section 10-153f(e) on the impact of such alternative and/or innovative proposals on working conditions for teachers, including the provisions of this Agreement.

ARTICLE 10. NON-TEACHING DUTIES

- A. The Board and the SEA agree that a unit member's primary responsibility is to teach and that the unit member's energy should be utilized to this end. The Board and the SEA recognize that educational assistants, clerical and non-teaching employees and automated equipment are useful and necessary in order to implement this principle. Therefore, the Board will work toward relief of unit members from supervising playgrounds outside of the regular physical education programs; supervising sidewalks; driving pupils to activities which take place away from the school building.
- B. Unit members shall be relieved of the following (except on a voluntary basis):
 - (1) Scoring of standardized tests where machine scoring is suitable and possible.
 - (2) Stamping and numbering of books.
 - (3) Originating and maintaining records of nonacademic nature.
 - (4) Testing of pupils' eyes and recording of eye examinations on permanent records.

- (5) Collection of and record keeping involving monies except for cafeteria monies.
- (6) Supervising student lavatories during the passing of classes as a regular part of their duties, however, both the Board and the SEA acknowledge that there will be occasions when such supervision is necessary.
- (7) Elementary unit members shall be relieved of measuring heights and weights of students and recording same on permanent records.

C. Exceptions to 1-7 above may be made under emergency circumstances.

D. Assistance shall be provided for typing and duplication of instructional materials and examinations.

ARTICLE 11. UNIT MEMBERS' FACILITIES

A. The Board and the SEA agree that each school shall have the following facilities:

- (1) Space in each classroom in which unit members may safely store instructional materials and supplies.
- (2) A unit member work area containing adequate equipment and supplies to aid in the preparation of instructional materials (e.g., copy machine, word processing equipment). In certain cases, the general office will serve this purpose.
- (3) An appropriately furnished room to be used as a faculty lounge, said room to be in addition to the aforementioned unit member work area.
- (4) Well lighted, well supplied, properly ventilated, clean unit member rest room, for adult use only, with separate facilities for men and women.
- (5) Telephone facilities convenient for unit member use.
- (6) Parking space at each school, where practical.
- (7) Intercom phone in each classroom, where practical.
- (8) Every classroom unit member and permanently assigned special area unit member will be provided with either a lockable personal desk with file space or a lockable personal desk and file cabinet. Special area unit members not permanently assigned will be provided lockable space.
- (9) Any unit member who submits a request for instructional material to a principal or coordinator will be advised as to whether the request has been accepted or rejected.
- (10) Teachers supervising outdoor recess and classes shall have access to a walkie-talkie or other two-way communication device provided by the district for use in case of an emergency.

B. The Board and the SEA agree that the following working conditions are desirable working conditions for Special Personnel and shall work together to provide it where physically possible:

- (1) Rooms with privacy and freedom from unnecessary interruptions and noise.
- (2) Well lighted rooms.
- (3) Rooms with sufficient heat to be comfortable and healthful.
- (4) A clock in each room.
- (5) A locked supply cabinet for each service.

ARTICLE 12. PERSONNEL FILES

- A. Each unit member shall have the right, upon request, to review the contents of his/her own personnel files maintained at the unit member's school or at the Administration Building. Each unit member may have any person with proper written authorization review the above files. Unit members will be notified, in accordance with law, before any material is removed from their personnel files.
- B. Any complaints by a parent of a student, or any person, directed toward a unit member and deemed serious enough to become a matter of formal record shall be promptly called to the unit member's attention. Unit members are entitled to know the identity or source of all such complaints.
- C. No material derogatory to a unit member's conduct, service, character or personality shall be placed in either a unit member's building personnel file or in his/her personnel file or in the Administration Building unless the unit member has had an opportunity to read the material by affixing his/her signature on the actual copy to be filed, with the understanding that such signature merely signifies that he/she has read the material to be filed and does not necessarily indicate agreement with its contents. Unit members shall have the right to remove false and inaccurate information from their personnel folders upon substantiation or proof of falsity or inaccuracy. Material so removed shall be kept in the separate grievance file and shall not be used for employment related purposes. No anonymous letters or material shall be placed in a unit member's file.
- D. The unit member shall have the right to answer any material contained in the file and the answer shall be attached to the file copy.
- E. Unit members are entitled to copy any material in their personnel files at reasonable cost.
- F. Letters of commendation are reflective of the unit member's professional performance and achievement and tend to promote and maintain higher professional standards. Letters or memos of commendation from administrators that "cc: Personnel File," shall be placed in the teacher's personnel file provided the teacher has affixed his signature to the letter/memo indicating that he/she has had the opportunity to read the material.

Documents related to awards or honors from outside organizations when submitted by the teacher shall be maintained in the teacher's personnel file.

Letters or memos from parents or documents of a similar nature shall be given to the teacher to be kept in their own files.

ARTICLE 13. PERMITTED ABSENCES AND LONG TERM LEAVES

Section I: Permitted Absences

- A. All members of the unit shall be eligible for the following permitted absences with full pay:
- (1) Two days per year for required pressing personal business that cannot be conducted outside of school hours, including legal reasons.
 - (2) Two days per year for illness in the immediate family, i.e., spouse (marriage or civil union), son, daughter, sister, brother, mother, father or other relatives who are permanent members of the household.
 - (3) Teachers may transfer five (5) personal illness days for use in family illness situations. Teachers may request to transfer more personal illness days from the Superintendent, whose decision is final.
 - (4) Following a death in the immediate family (spouse (marriage or civil union), parent, guardian or foster parent, son, daughter, brother, sister, grandparent, mother-in-law, father-in-law, sister-in-law, brother-in-law, or any relative permanently domiciled with the family of the unit member), 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 weekdays of absence following such death and so if a vacation or holiday intervenes and provides some consecutive week days, the Superintendent shall approve only those days necessary to provide a total of five consecutive week days. One day of absence shall be approved following the death of an uncle or aunt.
 - (5) Days up to a limit of one as required by an individual's religion.
 - (6) Jury duty when not excused by court.
 - (7) Court appearance when subpoenaed as a witness in any case connected with the unit member's professional employment.
 - (8) Approved visitation to other schools.
 - (9) When attending any function when so directed by the administration.
- B. Notice of an absence under the provisions of Section 1(A)(1) above and application for an absence under the provisions of Section 1(A)(2-8) above shall be in writing and shall be given to the immediate supervisor at least seventy-two (72) hours before the absence except in cases of emergency. As to applications for absences under the provisions of Section

1(A)(2-8), unit members shall specifically identify the reason for the requested absence, and shall provide such additional information as the Board may require. Permission shall be granted for such absences except in cases of hardship or disability to the school system.

- C. In the event that circumstances arise whereby a unit member exceeds the allotted number of days for any of the provisions of A1-A4 above, he/she may request of the Human Resources Department permission to use accumulated sick leave. The decision of the Human Resources Department may be appealed to the Superintendent whose decision shall be final. Additional days and/or full pay may be granted at the discretion of the Superintendent with the approval of the Board.
- D. Personal days shall not be granted immediately prior to or after vacations or single holidays, except when approved by the Superintendent and when such days are beyond the teacher's control and are not to extend a vacation or holiday. Personal days cannot be used prior to or following vacations, or single holidays, if the purpose is an extension of such vacation or holiday, even if the day immediately preceding or following the above is taken with loss of pay. All prior or subsequent days of non-permitted absence running in a sequence shall be deducted and could be a violation of contract.
- E. Absence pursuant to A and B above shall be in addition to any sick leave to which the unit member is entitled.
- F. For absences other than those covered with pay by any portion of this Agreement, the rate of deduction shall be a proportionate reduction in annual salary based on the number of work days in the year.
- G. No permission for absence (with or without pay) will be granted for a period of more than one week during the year except for good and sufficient reason, as determined by the Superintendent.

Section II: Long Term Leaves

- A. The Board shall grant maternity, disability, and childcare leave benefits as described in Board Policy 4140.
- B. The Board shall permit employees adopting a child to use sick leave for up to four (4) weeks (twenty days) paid leave. The adopting parent is also eligible for child rearing leave as described in Board Policy 4140.
- C. Voluntary Leave
 - (1) A tenured unit member shall be eligible for a voluntary leave of absence for a period of one school year without pay or benefits if he/she notifies the Human Resources Office in writing by April 1st preceding the school year desired for leave of the intention to take leave. In addition, a tenured unit member may be granted a voluntary leave of absence after April 1 for a period of one school year without pay or benefits with the approval of the Superintendent.

- (2) Upon conclusion of said leave, the unit member shall be entitled to reemployment in the school he/she left if a vacancy is available or in another school in a position for which he/she is certified.
- (3) However, to be entitled as in 2 above, said unit member shall notify the Human Resources Office in writing by February 1st of the year prior to expected return of intention to return. If notification is not received by said date, said unit member loses entitlement to reemployment.

ARTICLE 14. SUMMER SCHOOL, ADULT EDUCATION, AND NIGHT SCHOOL

- A. Teacher positions for Summer School shall be posted at the Human Resources Office and in every building and shall be available for inspection by interested unit members.
- B. All unit members employed by the Board interested in teaching Summer School shall submit a written application to the Human Resources Office at the time of posting.
- C. Teachers of Summer School shall be informed in writing of their appointments by June 20th. Additional appointments as required by expansion, after June 20th, shall be completed as soon as possible. All of the above are contingent upon budget reallocation by the Board.
- D. Appointments to Summer School positions shall be given to unit members, except that if the number of unit member applicants is insufficient to fill all of the vacancies, certified teachers who are not unit members may be appointed.
- E. The position of Head Teacher in the Summer School Program will be filled as follows:
 - (1) Head Teacher positions will be posted separately from other summer school positions. The posting will list requirements and qualifications for such positions.
 - (2) Applicants will be interviewed; appointments will be based on qualifications and the interview.
 - (3) Unsuccessful candidates who also have applied to teach in Summer School will be assigned in accordance with Article 14 of this contract.
- F. In order to insure that pupils are taught by teachers within their areas of competence, teachers will not be assigned outside the scope of their teaching certificates whenever possible.
- G. Any certified teachers employed in the summer school program shall be granted one day's sick leave with pay per summer.

ARTICLE 15. REDUCTION IN FORCE

A. In the event of unforeseen change in student population or other conditions necessitating a reduction of the number of unit members (as defined at 10151 Conn. Gen. Stat.) employed by the Board of Education, the following procedure shall be followed:

- (1) A district-wide seniority list based on length of service in this District shall be established. This list shall be compiled when reduction in staff is necessary. Length of service shall be from the date the contract was signed by the unit member. The contract date which controls length of service shall be the earliest contract date commencing a period of continuous employment, including all leaves of absence, to the date of such reduction. A period of employment served under an interim contract or as a long-term replacement for another unit member shall be counted in determining length of service, provided that the only gap separating such service from service under a regular contract is the school system's scheduled summer vacation period. This provision shall apply to all unit members (as defined at 10-151 Conn. Gen. Stat) whether or not part or all of their employment has been as administrators. When two or more unit members have the same length of service, the unit member with the earliest birth date (month and day) shall be considered senior.
- (2) Such reduction of unit members may be considered an emergency, and involuntary transfers may be made. A unit member may be granted a voluntary leave of absence under the provisions of Article 13 to reduce the number of layoffs.
- (3)
 - (a) If it becomes necessary to reduce the staff of professional employees all those unit members who are non-tenured unit members shall be laid off before any other professional employees become eligible for layoff; and
 - (b) If it becomes necessary further to reduce the staff of professional employees, certified tenured unit members shall be laid off.
 - (c) Within steps (a) and (b) above, those with the least district-wide seniority as defined above shall be laid off first.
 - (d) Exceptions within the order of layoff as specified above when required in individual cases can be made by the Board for just cause.
- (4) Each unit member to be laid off pursuant to the above shall receive at least thirty (30) days written notice prior to the effective date of layoff.
- (5) Officers of the bargaining unit will serve as observers in both the layoff and the rehiring process and will serve as observers in the determination of transfers and assignments that may result from such layoffs or rehires.
- (6) A certified unit member whose position is eliminated or who has lost his/her position to another certified member shall bump a Durational Shortage Area Permit (DSAP) unit member in the area for which the certified unit member is certified.

B. Recall Procedure

To be eligible for recall, a unit member within thirty (30) days after layoff, will submit his/her name and address in writing by prepaid certified mail, return receipt requested, to the Superintendent to be placed on the recall list. All changes thereafter of a unit member's address shall be given to the Superintendent within thirty (30) days by prepaid, certified mail, return receipt requested.

A unit member whose name appears on the recall list will be eligible for recall only until the third September 1st after the effective date of his/her layoff and only in accordance with the following:

- (1) The order of recall will be in reverse of the order of layoff set forth in Subsection A.
- (2) Such recalled unit member must have the necessary qualifications for the position to which he/she is recalled.
- (3) Notice of recall will be effective if sent to the address or changed address given by the unit member to the Superintendent.
- (4) The Superintendent must receive acceptance of recall within twenty-one (21) calendar days after notification of recall is sent unless there are extreme circumstances, which prevent the unit member from accepting recall within such period.
- (5) Unless otherwise provided, all notices provided for in this Subsection (B) must be in writing and transmitted by Certified Mail, U.S. postage prepaid.
- (6) Exceptions within the order of recall as specified above in individual cases can be made by the Board of Education for just cause.
- (7) The recall list shall be exhausted in accordance with its terms before any new unit member is hired.
- (8) A unit member on the recall list who refuses two offers of recall to comparable positions shall be dropped from the recall list.

C. Pending possible return to the employ of the Board, the following benefits shall be frozen: accumulated sick leave, accumulated in service credits, and accumulated experience for tenure status and salary purposes.

D. In the event that a laid off unit member is employed by another school district, he/she shall be allowed to complete the minimal contract obligation to the new district before returning to Stamford. In addition, said unit member shall accumulate employment with the new district which shall be credited for step increase purposes if reemployed by the Board.

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. 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 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 online via the internal posting process to the building principal from March 1 through April 1. 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
- (a) 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
 - (a) 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.

- (b) The Board shall notify the teacher/s (based on seniority), as described above, of an open position by return receipt email.
 - (c) 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.
 - (d) 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 a 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 period day structure at the high school in effect in the 2015-2016 school year¹ 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 high 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, 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) self-directed period per day, five (5) per week. 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.

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

- 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 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 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.

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 Transfer – 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 (Paragraph D below).

Leave of Absence – Return from leave of absence 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 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).
- (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 4114 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.

ARTICLE 18. PROMOTIONS

- A. All openings for positions paying a salary differential shall be publicized in every school and shall be posted on school bulletin boards as far in advance as possible and ordinarily at least ten (10) work days in advance. Bargaining unit positions not paying a differential shall be posted as above for a minimum of five (5) work days. A job description or statement of qualifications posted in each school and promotional procedures shall be followed.
- B. During the summer months there shall be maintained an eligibility list for prospective openings in positions described in A above. Any unit member desiring to be considered for such openings occurring during July and August shall file his/her intent to be considered no later than June 30th. In the event that a vacancy in such a position occurs during July and August, it may be filled without posting. In filling a vacancy, the administration and the

Board will consider applicants on the eligibility list and shall notify in writing all unit members on the list. Unit members who are so notified of the opening shall have ten (10) days to apply for the vacant position. Nothing in this Article shall be construed to prevent the Board from considering other candidates for a position.

- C. The Stamford Board of Education is an Equal Opportunity Employer. Appointments shall be made for all positions regardless of race, color, religious creed, age, sex, marital status, sexual orientation, national origin, ancestry, present or past mental or physical handicap unrelated to successful job performance, except in the case of a bona fide occupational qualification as permitted by law.

ARTICLE 19. RETIREMENT BENEFIT

- A During the life of this contract, any unit member hired prior to July 1, 2010 whose age and years of teaching total at least 70, but who in no event shall be less than 45 years of age, and who has been employed by the Board for at least 15 years may elect to retire early under the following conditions:

- (1) Said unit member must submit an irrevocable resignation for purposes of retirement to the Human Resources Office on or before April 15th of the school year preceding the school year of retirement.
- (2) Early retirement may commence only after the end of the school year in any year.
- (3) Any unit member wishing to elect early retirement may use accumulated sick leave as follows:
 - (a) At the beginning of the school year during which early retirement is elected, the unit member must have 186 accumulated sick leave days.
 - (b) These 186 days can be counted as one year in the total of years teaching and years of age required.
 - (c) The unit member must complete the year with a minimum of 168 accumulated sick days.

- B. Each unit member who becomes eligible for early retirement through June 30, 2016, shall receive \$16,550 upon his/her early retirement as defined in Paragraph (C) below. There shall be no retirement payments for unit members who become eligible on July 1, 2016 and thereafter. Said right to receive the amount due becomes a vested property right, which would survive the death of the unit member

- C. Methods of Payment

- (1) Each unit member must select one of the following payment plans by May 1st of the school year preceding the school year of retirement and must notify the Human Resources Office in writing of the election.

PLAN A. Two equal lump sum payments of ½ of the amount equal to the amount due to be paid for two consecutive years during the first fifteen (15) calendar days after September 1st of their first year of retirement.

PLAN B. Three equal lump sum payments of 1/3 the amount equal to the amount due, to be paid for three consecutive years during the first fifteen (15) calendar days after September 1st of their first year of retirement.

(2) At the option of the unit member, payment may be deferred to the following January, with payment to be made on or before January 10th.

D. (1) The retiree shall have the option to roll over the payment into a Tax Sheltered

Annuity Plan of his/her choice. This option shall be subject to all applicable federal laws and status governing tax sheltered annuity plans.

(2) Unit members who qualify for retirement pursuant to this Article as of June 30, 2016 shall have 50% of the medical insurance continuation due under Article Six (6) of this agreement paid on their behalf for the first three (3) consecutive years of their retirement. Teachers who become eligible for retirement on July 1, 2016 and thereafter shall be responsible for 100% of the cost of such retirement insurance as they may elect.

ARTICLE 20. EDUCATIONAL IMPROVEMENT AND TUITION REIMBURSEMENT

A. The Board shall pay the cost of tuition for any course beyond the State requirements as required by the Board, and for any courses providing specialized or advanced training required by the Board.

B. The Board shall encourage the unit member to improve by enabling the unit member to attend conferences in the teaching area subject to the approval of the Superintendent. The unit member shall be reimbursed for reasonable expenses incurred in connection with such attendance.

C. Unit members shall be expected to participate in voluntary joint study committees with the Board and/or Superintendent to discuss and make recommendations on matters of educational development. Participation by unit members shall not be related to or dependent on affiliation or non-affiliation with any teacher organization, nor should such unit members be considered as representing such an organization.

D. In any year tenured unit members may be exchanged for teachers from any other school district. Such exchange shall be initially requested by the unit member to the Superintendent who shall then pursue the request with the Board which shall determine final action. All rights and privileges of the exchanged unit members shall continue in full force and effect during the exchange period.

E. The Board shall advise the SEA (in writing) of any educational conference, held under the Board's aegis, which is available for attendance by unit members.

F. Tuition Reimbursement

In order to recruit and retain the highest quality staff members, the Board shall reimburse unit members for courses taken at accredited colleges and/or universities as follows:

Payment for course work and subsequent placement on the salary schedule are contingent upon written prior approval of the course work by the Superintendent or his/her designee. Such payment shall not be unreasonably withheld. The Board's obligations under this provision shall be limited to \$150,000 annually, and reimbursement shall be available in the order of the written application. This amount shall be allocated as follows: \$50,000 for the summer, fall and spring semesters respectively, with the proviso that unexpended funds, if any, in the summer and fall semesters will carry over so that the full amount will be available each year. Availability of reimbursement funds shall be determined at the time of written approval of the Superintendent. Teachers shall be advised at the time of approval for the course whether funds are available for reimbursement as set forth below.

Upon satisfactory completion of a graduate course taken by a teacher earning credit toward the completion of a master's degree or B.A. plus 15 credits, such teacher shall be reimbursed by the Board for one-third (1/3) of the tuition for such course work to a maximum of one hundred fifty dollars (\$150) per credit.

Reimbursement by the Board of Education upon satisfactory completion of a course shall be one-half of the tuition for graduate course work beyond the master's to a maximum of two hundred twenty-five dollars (\$225) per credit. Tuition reimbursement shall be limited to nine (9) semester hours per calendar year.

ARTICLE 21. PROFESSIONAL DEVELOPMENT PROGRAM

(Short and Long Term Sabbatical Leave)

Professional Development is defined as those systematic, planned activities that promote changes in knowledge, techniques, and attitudes, which improve the effectiveness of all professionals in their roles.

Although curriculum development and individual professional development are not mutually exclusive, this Program focuses on programs oriented to the growth of the individual. The following are goals of such an individual oriented program.

- To Expand Knowledge

In one's own field, to keep abreast of new developments and to contribute to knowledge; in general, to extend one's liberal education and cultural activities.

- To Improve Techniques and Skills

To experiment with new approaches to the teaching and learning process and to evaluate them through study, observation, and consultation; through increased self understanding, to

become more sensitive to and build empathy with students, parents, and colleagues in all individual relationships.

- To Promote Self-Renewal

Through inquiry and creativity, to explore and realize one's full capacities; through new experiences, to become open to change.

- To Increase Commitment to and Contribution toward the Profession

To enhance the stature of the profession through encouragement of scholarly and creative pursuits; to encourage initiative in and contributions to professional development through sharing in the planning, operation, and evaluation of a local program.

A. Short Term Leaves and Project Grants

Short Term Leaves and Project Grants during the summer, or for a period of less than a semester's duration, may be awarded to any unit member filing an application. Applications may cover a wide range of activities, subject to priorities identified and published by the Board. The activity must be one, which contributes to the professional growth of the individual and to the Stamford School System.

Such short term leaves and project grants should be carried on during periods of time when other duties do not interfere with the purpose of the leave or project. Thus, short term leaves will normally require that a substitute perform an applicant's regularly scheduled duties. With respect to project grants it is recommended that proposals be restricted, whenever possible, to those, which can be carried, out during the summer or holiday periods.

Types of Awards: Applications will usually encompass a wide variety of purposes including experimental projects involving development of teaching methods and materials, curriculum improvements, teacher student relationships, subject matter research in one's field of specialization, and other professional activities. All such projects should be limited, whenever possible, to work during summer and holiday periods. If necessary, project grants during summer or holiday periods may be combined with short term leaves during the school year.

B. Long Term Sabbatical Leaves

The purposes of long-term sabbatical leaves in a program of professional development are:

To recognize that the changes in both methods and subject matter of elementary and secondary education are so profound as to require that school personnel be given an opportunity to detach themselves from the performance of their duties for periods of a half year or longer in order to maintain proficiency in their fields of interest and specialization.

To encourage teaching and administrative personnel to pursue their professional interests and contribute to the improvement of public education in Stamford and in the nation.

To ensure that the Stamford School system will continue to attract teachers and supervisory personnel who are dedicated to the importance of education as a professional career with an opportunity, in Stamford, to help make a progressive system a model for communities elsewhere.

In order to accomplish these goals, applications for professional leaves (sabbaticals) will be considered for a unit member who desires to accomplish a stated professional objective during a time period not to exceed one year in duration and which will not involve parts of two school years. The categories of academic leave, creative activities, educational activities, and public service leave are not intended to be all inclusive, but are presented as a guide both to those who prepare applications for leave and to those who are entrusted with their approval.

(1) Academic Leave:

Proposals requesting leave of absence in order to pursue study or research at a college or university.

- (a) Completion of university residence requirement and/or dissertation. Progress to advanced degrees is encouraged in the salary schedule and most of our unit members will be expected to complete their degree work during the summer periods and with leaves of absence without pay. Yet there are special circumstances which merit approval under a professional development program. In many fields of specialization a doctorate is a research degree, which requires both university residence and an allocation of a substantial block of uninterrupted time to the completion of a dissertation. Long service unit members who have conscientiously served our community in the classroom and who have made academic progress toward their degree during the summers, should be given an opportunity to request long-term leaves for completing the doctoral degree.
- (b) Course work in subject taught for long service unit members. In many fields knowledge acquired many years ago cannot readily be maintained by summer study or during time not taken up by current duties. The maintenance and development of knowledge and skills in fields where knowledge has developed rapidly, such as mathematics, languages, and the physical sciences, are essential and the opportunity to request leaves in other fields is desirable.
- (c) Postgraduate research projects at some university. Projects in a unit member's field or specialization will be considered for approval once he/she has completed his/her degree objectives. We recognize that both professional motivation and teaching are benefited by the desire to contribute knowledge in one's own field and that our school system will benefit if it maintains incentives for its personnel who can make such contributions.

(2) Creative Activities:

Proposals requesting sabbatical leave for professional purposes, which do not involve university residence.

- (a) Subject matter research or equivalent activity. Proposals which do not involve university residence could include activities in the field of art, theater, or music where the opportunity to practice or participate professionally with a performing group provides the contribution. Research proposals not involving university residence would also be eligible from all fields.
- (b) Institutes. Professional leaves may be requested to attend institutes devoted either to the subject field, to particular problems affecting aspects of public education or to more general subjects.
- (c) Writing. A general category of proposals devoted to writing in one's field of competence would be acceptable for inclusion in a professional development program.

(3) Educational Activities Directly Related to Teaching Responsibilities.

- (a) Travel. Throughout all levels of instruction in our public schools, there are particular subjects which benefit from the added dimensions which acquaintance with other cultural environments will provide. Teachers of language, social science, and the humanities among the specialized areas, and the general elementary teacher provide the most obvious examples where travel will benefit instruction.
- (b) Curriculum Projects. Many unit members have ideas concerning the revision and reformulation of curriculum based upon their experience and background, which can provide direct benefit to the Stamford School System or other school systems. Such projects can be experimental in nature and need not be directly initiated by a unit member on behalf of his/her department.

(4) Public Service Leaves

Stamford may be a "contributing school system" to the extent that it may make its faculty available for the acceptance of responsibilities in less economically advanced areas, both domestic and foreign.

C. Special Assignments

Special assignments selected by the Superintendent of Schools with the Board of Education really do not fall into the category of "Sabbatical." The Board may opt to assign selected personnel to particular high priority projects at full pay or even at premium pay if the Board so desires. It is assumed that such special projects and opportunities should be announced to all interested unit members and that the selection process be established to guarantee that the best qualified person will be chosen. The number of persons involved in such assignments at

any given time will not be deducted from the quota of persons eligible to apply for consideration for sabbatical. (1% as prescribed by contract.)

The Superintendent and Board might choose to invite a particular staff member to pursue special study or research, which would make him/her of special value to the district.

The Board reserves the right to grant a special leave on a selected basis to those who propose to focus their attention on completion of an identified high priority educational project which might promise to be of practical value to the Stamford Public Schools. Delivery of a tangible product (book, curriculum guide, etc.) may be imposed as a condition in granting the leave and the Stamford Public Schools shall have the exclusive right to use such materials.

D. Granting of Leave

All leaves under this section are to be granted at the sole and absolute discretion of the Board.

E. Compensation

One hundred percent (100%) of salary will be paid during any short or long-term sabbatical granted.

F. Eligibility

- (1) Any unit member may apply for short-term leaves and project grants.
- (2) Any unit member with at least seven years experience with the current certification, the last five of which must have been in the Stamford System.
- (3) No more than 1% of the unit members in the Stamford Schools shall be allowed Sabbatical Leave in any one year.
- (4) The applicant must hold a Professional Educator certificate.
- (5) Preference shall be given to the unit member with more experience, all other things being equal.
- (6) During the Sabbatical Leave, the applicant shall be considered to be in the employ of the said Board, and may receive compensation as provided in the Rules and Regulations of the Board. However, the Board shall not be held liable for death or injuries sustained by the unit member while on Sabbatical Leave.
- (7) Responsibility for deduction of the retirement payments shall be the responsibility of the Board.
- (8) The compensation of the applicant on Sabbatical Leave shall be based on the salary he/she would receive were he/she on active staff status for the period in which the leave is effective.

- (9) The due date of the application shall be January 1st for leaves during the following school year. The Board of Education, however, reserves the right to grant exceptions to late applicants, depending on the circumstances.
- (10) The Superintendent shall give notice to the applicant within sixty (60) days after the due date of filing the application as to whether or not the application is being recommended to the Board.
- (11) The following conditions and procedures shall prevail with reference to the applications which applications shall include but not be limited to:
- (a)
- letter of application;
 - up-to-date transcripts unless same are already in the personnel file;
 - supporting letters from appropriate persons;
 - documents which will verify statements presented by the candidate and offer additional relevant information; and
 - other documents which may be prescribed by administrative regulation.
- (b) Upon receipt of the application, the Superintendent may refer it to a Sabbatical Leave Committee for study and consideration. This Committee shall consist of three (3) members appointed by the Superintendent and two (2) members appointed by the SEA.
- (c) In recommending approval of an application, the following factors shall be considered:
- Compliance with the due date requirements.
 - The purpose of the leave.
 - The seniority of service in the school system.
 - The effect such applicant's absence might have on the school system; and
 - The criteria set forth in A and B above.
- (12) The unit member upon return from a Sabbatical Leave shall be restored to his/her position, or to a position of like nature, seniority status, and pay provided that the unit member remains eligible for reinstatement under other Rules and Regulations of the Board of Education.

- (13) Said applicant shall be entitled to participate in any other benefits that may be provided by the Rules and Regulations of the Board of Education.
- (14) Payment of salary to a unit member on Sabbatical Leave shall be made in accordance with the provisions of the Board in payment of salary to other members of the professional staff. The unit member on leave shall be responsible for keeping the Business Office Notified as to his/her address.
- (15) A term of Sabbatical Leave shall entitle a unit member to an automatic salary schedule adjustment at the beginning of the next full year of school following his/her return to service in the system.
- (16) The unit member shall furnish such reports as the Superintendent deems necessary or reasonable to determine that the unit member is fulfilling the agreement and all the requirements of the leave.
- (17) All unit members granted a Sabbatical Leave shall return for at least two (2) full years, unless this requirement is waived by the Superintendent for good reason and approved by the Board. A formal contract to this effect shall be entered into in advance of the start of the leave and as a condition of it.

ARTICLE 22. GRIEVANCE PROCEDURE

A. Purpose

The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems, which may from time to time arise affecting the welfare or working conditions of unit members. Both parties agree that these proceedings shall be kept as informal and confidential as may be appropriate at any level of the procedure.

B. Definition of Grievance

- (1) Grievance shall mean a claim by a unit member or a group of unit members of the Association that there has been a violation, misinterpretation or misapplication of the provisions of this Agreement or of the rules, regulations, administrative directives or policies of the Board.
- (2) Nothing herein contained shall be construed as limiting the right of any unit member having a grievance or dispute to discuss the matter informally with any appropriate member of the administration.

C. Procedure

- (1) Since it is important that grievances or disputes be processed as rapidly as possible, the number of days indicated at each level should be considered as maximum. The time limits specified may, however, be extended by mutual agreement in writing. A party's failure to respond to a request for an extension constitutes an extension. In the event a grievance is filed on or after June 1st, the time limits set forth herein shall be reduced

so that the grievance procedure may be exhausted prior to the beginning of the next school term.

- (2) Decisions rendered at Levels One, Two and Three shall be in writing, setting forth the decision and the reason therefore, and shall be promptly transmitted to all parties in interest and the SEA. Decisions rendered at Level Four shall be in accordance with Paragraph D4(c) of this Article.
- (3) No reprisals of any kind shall be taken by the Board or by any member of the administration against anyone by reason of participation in the grievance procedure or support of any participant thereto.
- (4) All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
- (5) All matters pertaining to a grievance, during the processing of such grievance, shall be held confidentially by all parties involved.
- (6) Each grievance filed shall be specific in nature and set forth sections allegedly violated and how the violation allegedly has taken place.

D. Levels

- (1) Level One Principal or Immediate Superior
 - (a) A unit member with a grievance or dispute shall first discuss it with an immediate supervisor or principal, either directly or with the SEA's Building Grievance Representative, with the objective of resolving the matter informally.
 - (b) Before proceeding to Level Two, the matter shall be presented to the Grievance Committee of the SEA, which shall decide whether there is a valid grievance.
 - (c) Where the Grievance Committee rejects the validity of the grievance and the grievant or grievants decide to proceed to Level Two, any costs incurred by the grievant or grievants shall be at their own expense.
- (2) Level Two Superintendent of Schools
 - (a) In the event that such aggrieved unit member is not satisfied with the disposition of the grievance at Level One, or in the event that no decision has been rendered within ten (10) school days after presentation of the grievance, the aggrieved party may appeal in writing to the Superintendent of Schools through the chairperson of the SEA Grievance Committee within five (5) school days after the decision at Level One or fifteen (15) school days after the grievance was presented, whichever is sooner.

- (b) The Superintendent shall represent the Administration at this level of the grievance procedure. Within ten (10) school days after receipt of the written grievance by the Superintendent, the Superintendent shall meet with the aggrieved unit member in an effort to resolve it.
 - (c) If a unit member does not file a written grievance to the Superintendent within ninety (90) days after the member of the unit knew, or should have known of, the act or condition on which the grievance is based, then the grievance shall be waived.
 - (d) A dispute as to whether a grievance has been waived under this paragraph shall be subject to arbitration pursuant to Paragraph D4 of this article.
- (3) Level Three Board of Education
- (a) In the event that the aggrieved unit member is not satisfied with the disposition of the grievance at Level Two, or in the event no decision has been rendered within ten (10) school days after he or she has first met with the Superintendent, he or she may file a written grievance, indicating such dissatisfaction, with the chairperson of the SEA Grievance Committee within fifteen (15) school days after he/she has first met with the Superintendent, or within five (5) school days after the decision at Level Two, whichever is sooner. Within five (5) school days after receiving the written grievance, the Chairperson of the SEA Grievance Committee may refer it to the Board. Within ten (10) school days after receiving the written grievance, the Board, or a committee of the Board, shall meet with the aggrieved unit member for the purpose of hearing the grievance. However, the ultimate decision of the grievance at Level Three shall be rendered within twenty (20) school days, from the said hearing, (or if beyond the close of the school year, within thirty (30) calendar days). The full Board shall be informed of the grievance decision in executive session at the next regular board meeting.
- (4) Level Four Impartial Arbitration
- (a) In the event that the aggrieved unit member is not satisfied with the disposition of the grievance at Level Three, or in the event no decision has been rendered within twenty (20) school days after he/she has first met with the Board Committee, the unit member may, within five (5) school days after a decision by the Board or twenty-five (25) school days after he or she has first met with the Board committee, whichever is sooner, present a request in writing to the chairperson of the SEA Grievance Committee to carry the grievance to arbitration. The Association may then file a demand for arbitration. Any demand for arbitration shall be filed by the SEA within thirty (30) days of receipt of the Board's decision, with simultaneous written notice to the Board.
 - (b) The parties shall be governed by the rules and regulations of the American Arbitration Association in the selection and designation of an arbitrator.

- (c) The arbitrator so selected shall confer with representatives of the Board, the aggrieved unit member, and the chairperson of the SEA Grievance Committee and hold hearings promptly and shall issue a decision not later than twenty (20) days from the date of the closing of the hearings, or, if oral hearings have been waived, then from the date the final statements and proofs are submitted. The arbitrator's decision shall be in writing and shall set forth the findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision or recommendations, which require the commission of an act prohibited by laws or which violates, modifies, alters or changes the terms of this Agreement.
- (d) Where the grievance involves an alleged violation, misinterpretation or misapplication of the provisions of this Agreement, then the arbitrator may render a decision which shall be final and binding on the parties; however, where the grievance involved an alleged violation, misinterpretation or misapplication of the rules, regulations, administrative directives or policies of the Board, then the recommendation or decision of the arbitrator shall be advisory. Said decision or recommendation of the arbitrator shall be submitted to the Board, the aggrieved unit member(s) and the chairperson of the SEA Grievance Committee.
- (e) Cost of such arbitrator shall be equally borne financially by the SEA and the Board.

E. Rights of Unit Members to Representation

Any unit member may be represented at any stage of the grievance procedure by any counsel of choice, except that the person may not be represented by an officer of any other teacher organization. Exclusive organizational representation shall be provided by the SEA.

Should a unit member in exercising the rights under this Section reach an understanding or agreement with a supervisor, then the understanding or agreement must not be inconsistent with the provisions of this Agreement. Copies of all correspondence, responses and final resolutions will be provided to the SEA.

F. Special Types of Grievance

If, in the judgment of the chairperson of the SEA Grievance Committee, a grievance affects a group or class of unit members, the chairperson may submit such grievance in writing to the appropriate administrator. A hearing will be held within fifteen (15) days of its filing. In the event that the aggrieved group includes unit members from several schools, the SEA may initiate the grievance procedure at Level Two (Superintendent) with information copies of such grievance sent simultaneously to the principals or immediate superiors of the employees involved.

G. Grievances shall be filed to the appropriate level.

ARTICLE 23. PROTECTION OF UNIT MEMBERS

- A. Unit members shall report immediately in writing to their principals, and to the central office, all cases of assault suffered by them in connection with their employment, and a record shall be made and retained of such incident in the file of any student involved.
- B. In any event of this nature, Board Policy 5131 shall be followed.
- C. This report shall be forwarded to the Board which shall comply with any reasonable request from the unit member for information in its possession relating to the incident or the persons involved and shall act in appropriate ways as liaison between the unit member, the police and the courts, if necessary.
- D. A unit member may use such force as is necessary within the scope of employment to protect one from physical attack by a student, or other person, or to prevent injury to another student. Any case of assault upon a unit member shall be promptly reported to the Board or its designated representative, in most cases the principal. Likewise, any time a unit member finds it necessary to use such force, he/she shall immediately report this to the immediate supervisor whether or not he/she considers this to be necessary to protect the unit member or a student. This communication will include a written description of the incident. The Board will provide legal counsel to advise the unit member of rights and obligations with respect to any such assault and shall promptly render all reasonable assistance to the unit member in connection with the handling of the incident with law enforcement and judicial authorities, if necessary.
- E. Whenever a unit member is absent from school as a result of personal injury caused by an assault arising out of and in the course of employment, he or she shall be paid full salary for the period of such absence without having such absence charged to the annual sick leave or accumulated sick leave. Any amount of salary payable pursuant to this Section shall be reduced by the amount of any workmen's compensation award for temporary disability due to the said assault injury for the period for which such salary is paid. The Board shall have the right to have the unit member examined by a physician designated by the Board for the purpose of establishing the length of time during which the unit member is temporarily disabled from performing duties; and, in the event that there is no adjudication in the appropriate workmen's compensation proceeding for the period of temporary disability, the opinion of said physician as to the said person shall control.

ARTICLE 24. UNIT MEMBER EVALUATIONS

- A. The parties agree that the evaluation of unit member performance by observations shall be conducted openly and with full knowledge of the unit member. The unit member shall be apprised of any evaluation and shall be permitted to discuss the same with the Superintendent or his designee and may upon request submit appropriate written consent for inclusion in that unit member's personal file.
- B. Unit members shall have the opportunity to review and discuss any evaluation reports with their supervisors and to review the contents of their personal files as maintained by building principals, supervisors or the Superintendent to the extent allowed by the Connecticut Right

to Know Laws. Unit members shall be provided with a copy of any evaluation report at least one day prior to a conference on the same with their principal and/or supervisor.

- C. No evaluation report shall be typed by a parent of a student in the school of the unit member being evaluated.
- D. No unit member shall evaluate another unit member except that department heads shall continue to participate in the evaluation of those whom they supervise.
- E. The grievance procedure under this Contract shall apply only to procedural questions concerning unit member evaluation.

ARTICLE 25. WORK SAVER PLANNING COMMITTEES

- A. The Board and the SEA agree that there are many teacher duties, which do not add to the education of the student or to the professional growth of the unit member. Therefore, the SEA shall organize teacher administrator committees in each school to seek innovative ways to eliminate, reduce or change such duties so that less time and energy need be spent on them.
- B. Participation by unit members shall not be related to or dependent on affiliation or non affiliation with any teacher organization, nor should such unit members be considered as representing such an organization.
- C. Recommendations not requiring Board action shall be submitted to the Superintendent for his/her approval.

ARTICLE 26. TEXTBOOKS

- A. The Board will insure that each pupil in a classroom has textbooks for his/her own use when it is determined that it should be so as outlined in B below.
- B. Recognizing the statutory responsibility of the Board for the provision of textbooks and also the professional competence and skills of the staff in relation to textbook selection, the SEA and the Board agree that the determination of textbooks to be used in the schools shall be cooperatively arrived at through joint consultation among unit members and administrators, subject to final approval by the Board.

ARTICLE 27. CONTRACTS

The Board agrees to provide individual contracts to each unit member. Salary notifications shall be delivered into the hands of the unit members by June 15.

ARTICLE 28. INTERIM UNIT MEMBERS

- A. Interim contracts will be issued when a vacancy is to be filled for the remainder of the school year between the fifth day of the student school year and April 1. Unit members who are issued interim contracts will be placed on the proper step and degree column of the salary schedule.

- B. Interim contracts will be issued to unit members who are filling a position to which another unit member is entitled to return.
- C. Any unit member who has served ninety-three (93) consecutive days under an interim contract and who is rehired to teach in Stamford before the third September 1st after the effective date of his/her layoff shall be issued a regular contract.
- D. Any unit member who has served as an interim teacher and has not returned to a position on the first day of the following school year shall have no right to recall as defined in Article 15 of the Contract.

ARTICLE 29. INNOVATIONS

It is agreed by the Board and the SEA that the provisions of the contract are in no way intended to preclude educational innovations nor the most advantageous use of technological innovations.

ARTICLE 30. DEDUCTIONS

- A. Two weeks prior to the close of the academic year, the Board shall provide a payroll deduction selection sheet to all unit members and shall honor requests for all deductions made in past practice. The sheet shall include a check off for donation of days to the Sick Leave Bank. Unit members shall also indicate their choice of salary payment plan limited to 21 payments or 26 payments with the final check at the end of the school year. The Board shall not be required to honor for any month's deductions, any authorization delivered to it later than two (2) weeks prior to the distribution of the payroll from which deductions are to be made. Not later than September 10th of each year the Association shall provide the Board with a list of those unit members who are members of the Association.
- B. (1) All unit members shall, as a condition of continued employment, join the bargaining agent and pay dues or pay a service fee to the bargaining agent in an amount no greater than the portion of the local, state and national combined membership dues of the bargaining agent used to underwrite the costs of collective bargaining, contract administration and grievance adjustment. The bargaining agent shall certify to the Board the amount of said service fee no later than January 1st of each school year.
- (2) The Board shall deduct dues from the pay of each member of the Association in equal amounts on the second payday of each month commencing in September and ending in June. The Board shall deduct service fees from the pay of teachers who are not members of the Association in equal amounts on the second payday of each month, commencing in January and ending in June.
- (3) The Association shall meet its legal obligations to inform nonmembers as to the service fees and their deductions, and the Board shall refer all inquiries concerning service fees to the Association.

- (4) The parties agree that, under Article 32(C), in the event a unit member resigns or otherwise terminates his/her employment or receives an unpaid leave of absence, the Association shall inform the Payroll Department, City of Stamford, of the amount of dues or service fees to be deducted from the final check.
- C. Unit members whose employment commences after the start of the school year shall pay a prorated amount of dues or service fees equal to the percentage of the school year remaining. In the event a unit member resigns or otherwise terminates his/her employment or receives an unpaid leave of absence, annual dues or the service fee shall be deducted from the final check.
- D. The Board agrees to forward to the Association Treasurer each month a check in the amount of dues and service fees deducted during that month.
- E. Unit members shall be allowed to direct the Board to make payroll deductions for tax sheltered annuity plans only as to plans approved by the SEA.
- F. The SEA agrees to save the Board harmless from any claim against the Board, which may arise by reason of any action in making deductions and remitting them pursuant to this Article.

ARTICLE 31. GENERAL PROVISIONS

- A. It is understood that unit members shall continue to serve, under the direction of the Superintendent of Schools and in accordance with Board and administrative policies, rules and regulations, including those set forth in the Stamford Board of Education Rules and Regulations, as amended, provided that the provisions of this Agreement shall supersede and prevail over any conflicting provisions.
- B. The Board shall provide each school with a copy of its Policies and ByLaws and agrees to keep them current.
- C. The term Superintendent shall also include his/her designee unless otherwise indicated.
- D. The Board agrees to provide each unit member with the complete text of the current agreement and 50 copies to the SEA for its own use.
- E. (1) Costs incurred independently by either the SEA or the Board (i.e., legal counsel, consultants, printed material, travel) shall be borne by the SEA and the Board respectively.
(2) Costs incurred jointly shall be shared jointly. (In the event that such costs must be first paid by the Board, the SEA shall reimburse the Board for the SEA share within sixty (60) days.)

Exceptions to the above:

- (a) Custodial costs for negotiation meetings;

- (b) Duplication and distribution of the Agreement;
 - (c) Costs of substitutes when said substitutes are required to replace SEA representatives who have been requested to attend meetings by either the Superintendent or the Board; and
 - (d) The costs of items a), b) and c) shall be borne by the Board.
- F. The SEA and the Board agree to confer no later than November 1st of each school year on the school calendar.
- G. No unit member shall be disciplined by being reduced in rank or compensation, suspended or deprived of any professional advantage, without reasonable and just cause and only after procedures for due process as in Board policy. Reprimands shall be made in a reasonably private and confidential manner.
- H. The Board and the SEA agree that each shall have the right to know the identity of any complainant against any of them or their agents.
- I. The Board and the SEA shall confer upon a list of professional pay dates for all unit members on or before April 30th of each year.
- J. The parties agree that there shall be no discrimination against any unit member or applicant for employment by reason of 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.

ARTICLE 32. NO STRIKE NO LOCKOUT

- A. During the term of this Agreement the SEA and/or the unit members covered thereby shall not cause, counsel, sponsor, engage or participate in any strike, work stoppage or concerted refusal to render services to the Stamford Board of Education or the Stamford Public School System. The Board agrees that it will not lock out the unit members covered by the Agreement.
- B. Any violation of the foregoing paragraph by any person covered by this Agreement shall be cause for disciplinary action by the Board, including termination.

ARTICLE 33. DURATION

This Agreement shall be in full force and effect from July 1, 2018 through and including June 30, 2020, subject to reopener negotiations concerning salary for the 2019 - 2020 school year in accordance with statute. Notwithstanding the foregoing, Article 6 shall be subject to reopener negotiations in accordance with the provisions of Article 6.

ARTICLE 34. CONTRACT NEGOTIATIONS

- A. Negotiations for a successor Agreement shall begin in accordance with the General Statutes of the State of Connecticut.

- B. During negotiations, the Board and the SEA shall exchange relevant data, points of view and proposals and counterproposals. The Board shall make available to the SEA for inspection all pertinent records of the Board.
- C. Either party may, if it so desires, utilize the services of consultants and may call upon professionals and lay representatives for assistance. Either party may, at its discretion, bring into the negotiation sessions outside consultants and advisors. Unit members other than the negotiating committees and recognized consultants shall not be present at the negotiating session. Each party shall pay for its own consultants and/or advisors.

ARTICLE 35. CONSULTATIONS

- A. It is recognized by the Board and the SEA 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 SEA, periodic informal meetings shall be held between committees of each organization as requested by either the SEA or the Board.
- B. The Board shall make available to the president of the SEA, at the Administration Building, copy of the agenda and public information documents the day before any scheduled board meeting, unless that date is a weekend or holiday.

ARTICLE 36. FULL AGREEMENT

- A. This Agreement shall constitute the full agreement between the Board and the SEA 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, signed by the Board and the SEA and shall, when appropriate, become an addendum to this contract.
- 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 37. OPPORTUNITY FOR CAREER GROWTH

All opportunities for experience/professional growth (committees [other than curriculum committees], temporary assignments, participation in school-based analysis, attendance at workshops) shall be equally offered to all teachers in the related levels/curriculum areas by posting on the district website and by electronic dissemination of the posting to unit members at the building level. Selection will be based on district needs, qualifications of applicants, relevancy to current assignment or voluntary experiences, like past experience, and whether the unit member has already had any like opportunities.

THE PARTIES HERETO have caused these presents to be executed by their proper officers, hereunder duly authorized, and their seals affixed hereto as of the date and year first above written.

THE STAMFORD BOARD OF EDUCATION

BY 
Its Duly Authorized President

Date 10/31/17

THE STAMFORD EDUCATION ASSOCIATION

BY 
Its Duly Authorized President

Date 10/31/17

APPENDIX A (1)
2018-2019 SALARY SCHEDULE

Step	BA	BA+15	MA	MA+15	6TH YR	PH.D
1	48,695	49,208	53,463	54,742	55,991	60,019
2	50,521	51,155	55,998	57,277	58,697	62,725
3	52,698	53,331	58,540	59,818	61,406	65,436
4	54,873	55,511	61,073	62,355	64,116	68,139
5	57,046	57,681	63,607	64,887	66,821	70,854
6	59,218	59,856	66,151	67,430	69,529	73,559
7	61,393	62,036	68,689	69,968	72,243	76,268
8	63,574	64,207	71,224	72,502	74,949	78,975
9	66,682	67,311	74,910	76,189	78,904	82,855
10	70,827	71,463	78,834	80,112	83,074	87,098
11	75,029	75,694	81,370	82,648	85,781	89,805
12	82,020	82,736	84,641	85,921	88,491	92,515
13			88,300	89,617	91,195	95,223
14			91,960	93,314	98,970	102,964
15			98,982	100,424	110,501	114,600

2018-2019 Step Movement: Teachers not on maximum (who have worked at least one-half of the work days in the previous school year) shall be advanced one step on the salary schedule. See also Article 4, Section C, Salary Classification, and Section D, Placement.

APPENDIX A (2)
2019-2020 SALARY SCHEDULE

Subject to reopener

APPENDIX A (3)

- 1) Guidance personnel shall be assigned to work five (5) additional days beyond the scheduled work year and shall receive per diem compensation for such assigned days.
- 2) Speech Pathologists & Language Therapists
 - A. Speech pathologists shall be reimbursed for the full amount of the cost of their membership in ASHA (American Speech and Hearing Association).
 - B. Recruiting
 1. The Board shall continue its efforts to hire speech and language therapists to work as members of the bargaining unit in accordance with the terms of the collective bargaining agreements. Such efforts shall include advertising and interviewing of all qualified candidates for such positions.
 2. The Board may procure the services of speech and language therapists through contractual arrangements with outside vendors of such services, including but not limited to Sunbelt, Incl. Such contractual arrangements shall not limit the ability of the Board to hire qualified speech and language therapists in the future, and services purchased through contracts with outside vendors shall not supplant services provided by bargaining unit members when such personnel are available.
 3. The use of outside vendors to provide such services in lieu of bargaining unit members shall occur only when staff members are not available to meet the district's duty to provide such services.
 - C. Medicaid Forms

To provide time to complete such forms, speech and language therapists, school psychologists, and school social workers shall either be provided with release time during non-therapy hours to complete such forms or with prior approval shall be permitted to submit vouchers for the time necessary to complete such forms. If such release time is provided, such speech and language therapists, school psychologists, and/or school social workers may be directed to report to the Central Office to complete the required forms during such release time.
- 3) The summer horticulture school staff shall each receive the daily curriculum rate set forth in Appendix B for as many additional days as are assigned by the Superintendent or his/her designee during the summer.
- 4) Each unit member achieving National Board Certification from the National Board for Professional Teaching Standards Certification (NBPTC) shall be paid an additional, onetime \$2,500 stipend.
- 5) Unit members required to work additional days for the District shall be paid at the per diem rate, if not a full day pay, at the teachers' per diem hourly rate.

6) Department Heads

- (a) Department Heads shall be compensated by the stipends located in Appendix B.
- (b) Department heads shall teach three classes per day. If they supervise six or less unit members then they shall teach four classes per day. The term of appointment for all department heads shall be three years during which time the department head is subject to removal only for just cause. At the expiration of the term, the position shall be posted and interested unit members, including the incumbent, may apply for the position. The appointment of a new department head shall not result in the reduction of any unit member's assignment to less than full-time.

7) Unit Member Assignment

A unit member on self-directed time may be required to cover a class. Said unit member shall be paid at the hourly rate located in Appendix B. The involuntary assignment of unit members on self-directed time will be rotated. The Board shall use its best efforts to ensure that no unit member will be required to give up more than one (1) self-directed period in any week.

8) In-service Stipends

Those unit members who were qualified to receive the "In-service" yearly stipends as of June 30, 1980 shall continue to receive \$477 or \$955 during this contract.

9) Curriculum Revision

Curriculum revision shall be undertaken as scheduled by the Board of Education. Participation on formal curriculum revision committees as established by the Board of Education shall be on a voluntary basis and payment shall be as established in Appendix B.

10) Grade Level Leaders shall provide assistance for specialists at the elementary level in the areas of budget, ordering materials, and dispensing information and materials. Grade level leaders shall consist of one teacher from each grade. In addition, there shall be one additional "grade level" leader position representing art, music, PE, media, and pupil personnel staff, who shall be paid at fifty percent (50%) of the current stipend.

11) School Psychologists certified by The American Board of Neuropsychology with the diplomate of the American Board of School-Neuropsychology to perform neuropsych evaluations shall perform evaluations as requested by the administration and be paid a stipend (Appendix B) for each evaluation conducted. Assigning of neuropsych evaluations to a psychologist shall be on a rotating basis unless there is a conflict of interest. Psychologists opting out of performing a neuropsych evaluation shall not be penalized in any way.

12) Future Business Leaders of America Advisor (FBLA): The program necessitates the facilitator to work up to 90 hours per semester in addition to their regular teaching assignment.

APPENDIX B(1) -2018-2019 STIPEND SCHEDULE						
(2018-2019, 1% Increase)						
Sports						
Athletic Director					\$20,971	
	Steps	I	II	III	IV	V
Football Head Coach		\$5,738	\$6,434	\$6,996	\$7,498	\$8,255
Basketball Head Coach		\$5,319	\$5,738	\$6,158	\$6,434	\$6,858
Head Coaches: Ice Hockey, Wrestling, Indoor & Outdoor Track, Baseball, Softball, Volleyball, Soccer, Swimming, Gymnastics, Tennis, Cross Country, Field Hockey, Lacrosse		\$5,040	\$5,319	\$5,599	\$6,019	\$6,434
Football Asst.		\$4,620	\$5,319	\$5,174	\$5,459	\$5,610
All Other Assistant Coaches		\$4,341	\$4,620	\$4,901	\$5,178	\$5,319
Golf, Cheerleading (Per Season), Diving (2 teams per season) Color Guard, Step Teams		\$4,341	\$4,620	\$4,901	\$5,178	\$5,319
MS Intramural (3X per year)						\$1,004
Arts/Music						
Elementary Bands (with 2 required parades) / Middle School Band Director (with 3 required parades) per parade						\$382
Inter-district Middle School Orchestra Director (1 concert)						\$488
HS Band (per Semester), Drama (per Semester), Debating (per semester), Chorus (annual), Orchestra (annual)		\$5,040	\$5,319	\$5,599	\$6,019	\$6,434
HS Stage Tech Coordinator		\$4,341	\$4,620	\$4,901	\$5,178	\$5,319
SHS/WHS Conductor-Spring Musical						\$3,091
SHS/WHS Musical Director-Spring Musical						\$3,091
SHS/WHS Spring Musical Director						\$4,935
High School Advisor Programs						
SHS/WHS (1) Freshman Advisor						\$2,870
SHS/WHS (1) Sophomore Advisor						\$3,159
SHS/WHS (2) Junior Advisor						\$5,053
SHS/WHS (2) Senior Advisor						\$6,890
AITE (1) Freshman Advisor						\$1,109
AITE (1) Sophomore Advisor						\$1,627
AITE (2) Junior Advisor						\$2,069
AITE (2) Senior Advisor						\$4,140
Interact Advisor						\$4,020
Yearbook Advisor, Newspaper Advisor						\$6,890

APPENDIX B(1) -2018-2019 STIPEND SCHEDULE	
(2018-2019, 1% Increase)	
Future Business Leaders of America ('FBLA') Advisor	\$7,728
WHS Head of Vocational Agricultural ('Voag') Program	\$6,558
WHS Voag Teachers (.2 per class)	\$6,558
SHS & WHS Dean of Students	\$14,328
AITE Information Technology Coordinator	\$16,396
Media Innovators Advisor (per semester)	\$3,091
Other School Stipends	
Psychological Examiners	\$1,248
Neuropsych Evaluations (per evaluation)	\$2,060
HS Heads of Media	\$2,287
HS Dept. Heads - Base	\$3,459
HS Dept. Heads - per teacher \$309	
Elem. Grade level/Team Leaders	\$2,219
Elem. Team Leaders: Art, Music, PE, Media	\$1,109
TEAM Mentors & Mentors for Teachers on assistance	\$1,219
MS Math Support Specialists (50% teaching) / MS Literacy Support Specialists (50% teaching)	\$4,372
Summer School Head Teacher (per week)	\$102
AVID Coordinator	\$4,020
Special Olympics Coach/Coordinator	\$2,576
Special Olympics Coach(2)	\$1,545
Math Liaisons	\$2,653
Academic Coaches (Elem)	\$7,728
Academic Coaches (MS)	\$5,822
Science Coach (MS)	\$8,500
Curriculum Associates	\$4,460
District Content leaders: Art, Music, PE, Unified Art, PE/Health, Media	\$7,429
Coordinator - CEU Management	\$5,307
District Dept. Heads: Psychology, Social Work, Speech, MS Guidance	\$3,459
District Dept. Heads - per teacher \$306	
Technology Professional Development Leader	\$7,141
PSAT/SAT Test Coordinators	\$515

APPENDIX B(1) -2018-2019 STIPEND SCHEDULE	
(2018-2019, 1% Increase)	
Hourly Rates for Service Beyond Contractual Hours	
Class coverage during self-directed time	\$32.87
Curriculum revision, staff development, workshop presentation and preparation	\$37.76
Summer school, after school clubs & tutoring	\$44.05
TEAM mentor paper reviewer (per paper)	\$28.38
Service Recognition	
20-24 Years	\$952
25-29 Years	\$1,198
30 + Years	\$1,562

APPENDIX B(2) -2019-2020 STIPEND SCHEDULE - Subject to reopener

(2019-2020, ___ Increase)

Sports

Athletic Director

Steps	I	II	III	IV	V
Football Head Coach					
Basketball Head Coach					
Head Coaches: Ice Hockey, Wrestling, Indoor & Outdoor Track, Baseball, Softball, Volleyball, Soccer, Swimming, Gymnastics, Tennis, Cross Country, Field Hockey, Lacrosse					
Football Asst.					
All Other Assistant Coaches					
Golf, Cheerleading (Per Season), Diving (2 teams per season) Color Guard, Step Teams					
MS Intramural (3X per year)					

Arts/Music

Elementary Bands (with 2 required parades) / Middle School Band Director (with 3 required parades) per parade					
Inter-district Middle School Orchestra Director (1 concert)					
HS Band (per Semester), Drama (per Semester), Debating (per semester), Chorus (annual), Orchestra (annual)					
HS Stage Tech Coordinator					
SHS/WHS Conductor-Spring Musical					
SHS/WHS Musical Director-Spring Musical					
SHS/WHS Spring Musical Director					

High School Advisor Programs

SHS/WHS (1) Freshman Advisor					
SHS/WHS (1) Sophomore Advisor					
SHS/WHS (2) Junior Advisor					
SHS/WHS (2) Senior Advisor					
AITE (1) Freshman Advisor					
AITE (1) Sophomore Advisor					
AITE (2) Junior Advisor					
AITE (2) Senior Advisor					
Interact Advisor					
Yearbook Advisor, Newspaper Advisor					

APPENDIX B(2) -2019-2020 STIPEND SCHEDULE - Subject to reopener
(2019-2020, ___ Increase)
Future Business Leaders of America ('FBLA') Advisor
WHS Head of Vocational Agricultural ('Voag') Program
WHS Voag Teachers (.2 per class)
SHS & WHS Dean of Students
AITE Information Technology Coordinator
Media Innovators Advisor (per semester)
Other School Stipends
Psychological Examiners
Neuropsych Evaluations (per evaluation)
HS Heads of Media
HS Dept. Heads - Base HS Dept. Heads - per teacher \$309
Elem. Grade level/Team Leaders
Elem. Team Leaders: Art, Music, PE, Media
TEAM Mentors & Mentors for Teachers on assistance
MS Math Support Specialists (50% teaching) / MS Literacy Support Specialists (50% teaching)
Summer School Head Teacher (per week)
AVID Coordinator
Special Olympics Coach/Coordinator
Special Olympics Coach(2)
Math Liaisons
Academic Coaches (Elem)
Academic Coaches (MS)
Science Coach (MS)
Curriculum Associates
District Content leaders: Art, Music, PE, Unified Art, PE/Health, Media
Coordinator - CEU Management
District Dept. Heads: Psychology, Social Work, Speech, MS Guidance District Dept. Heads - per teacher \$306
Technology Professional Development Leader
PSAT/SAT Test Coordinators

APPENDIX B(2) -2019-2020 STIPEND SCHEDULE - Subject to reopener
(2019-2020, ___ Increase)
Hourly Rates for Service Beyond Contractual Hours
Class coverage during self-directed time
Curriculum revision, staff development, workshop presentation and preparation
Summer school, after school clubs & tutoring
TEAM mentor paper reviewer (per paper)
Service Recognition
20-24 Years
25-29 Years
30 + Years

DELAYED OPENING

During the year, there may be times when reports indicate that the weather will clear and traffic conditions will improve in a short period of time. Based on these reports the Superintendent will delay the opening of schools for two hours. The schedule will be as follows:

SCHOOL	DELAYED OPENING	REGULAR OPENING	DISMISSAL
High Schools	9:25 a.m.	(7:25 a.m.)	2:05 p.m.
Cloonan M. S.	9:25 a.m.	(7:25 a.m.)	2:05 p.m.
Rippowam M.S.	9:25 a.m.	(7:25 a.m.)	2:05 p.m.
Dolan M.S.	10:00 a.m.	(8:00 a.m.)	2:40 p.m.
Turn of River M.S.	10:00 a.m.	(8:00 a.m.)	2:40 p.m.
Scofield Magnet Middle	10:00 a.m.	(8:00 a.m.)	2:40 p.m.
Northeast, Newfield and Stillmeadow Elementary	10:10 a.m.	(8:10 a.m.)	2:40 p.m.
Hart Elementary	10:55 a.m.	(8:55 a.m.)	3:25 p.m.
All other Elementary	11:00 a.m.	(9:00 a.m.)	3:30 p.m.

On mornings when there is a delayed opening of school, TEACHERS are expected to follow the contract. The delayed opening time will be considered the official beginning of the session.

The 2 hour (120 minutes) delay will not be instituted on Early Dismissal days.

SCHOOL LISTINGS

Elementary Schools

Davenport Ridge	203 977-4291
Hart Magnet	203 977-5082
K. T. Murphy	203 977-4516
Newfield	203 977-4282
Northeast	203 977-4469
Rogers Magnet	203 977-4560
Roxbury	203 977-4287
Springdale	203 977-4575
Stark	203 977-4583
Stillmeadow	203 977-4507
Strawberry Hill	203 977-6600
Toquam Magnet	203 977-4556
Westover Magnet	203 977-4572

Middle Schools

Cloonan	203 977-4544
Dolan	203 977-4441
Rippowam	203 977-5255
Scofield Magnet	203 977-2750
Turn of River	203 977-4284

High Schools

AITE	203 977-4336
ARTS	203 977-4922
Stamford	203 977-4223
Westhill	203 977-4477

AESOP 1-800-942-3767

SIDE LETTER

In recently concluded negotiations, the Stamford Board of Education and the Stamford Education Association agreed as follows:

1. The parties shall conduct further negotiations in accordance with Conn. Gen. Stat. Section 10-153f(e) over Articles 16, 16A and 17 of this Agreement, commencing February 1, 2016, with an effective date of July 1, 2016. The current Advisory/Connection Time Memorandum of Agreement will remain in effect except as the parties may otherwise mutually agree.

2. The parties shall review which Memoranda of Agreement must be continued. Negotiations will commence February 1, 2016, to the extent necessary. There shall be a presumption in favor of continuing the current Memoranda of Agreement, such that the burden is on the party proposing deletion.

STAMFORD BOARD OF EDUCATION

STAMFORD EDUCATION ASSOCIATION

By _____
Date

By _____
Date

MEMORANDUM OF AGREEMENT
School Data Teams
Stipend Appendix B

The Stamford Board of Education and the Stamford Education Association agree that the School Data Team is designed to maintain and improve high quality education at each of the Stamford Public Schools. The following conditions apply to the ongoing work of the school data teams.

1. MEMBERSHIP:

Participation on the School Data Team is a growth opportunity and a professional contribution to the Stamford school community. The School Data Teams shall be composed of the following members:

- Principal and Assistant Principal(s) participate.
- Teachers representing the categories identified in this document for school data teams.
- Principal may designate one (1) additional member.

2. PEER SELECTION PROCESS AND FILLING VACANCIES.

Teachers from each category will select their peer representative for the data team. The selection of representatives shall take place at full faculty meetings only.

Full Data Team Peer Selection Process:

Part A. Prior to the full faculty meeting in which full data team selection will occur, administration will announce via email to all faculty, that names are being accepted for data team category representatives. To submit his/her name to participate as a representative on the data team, the teacher shall fill out the “Opportunity to Serve on the Data Team” form requesting to serve as a representative for his/her category. The form will request that the teacher specify the category.

Part B. At the full faculty meeting, the names that have been submitted to administration will be presented to the staff. In addition, at the beginning of the meeting an announcement will be made informing teachers who have not submitted their names for consideration that they may do so.

If more than one teacher submits his/her name in a category, then the peers from that category who will be represented on the data team will select the teacher to fill the vacancy and present the name to the full staff gathered.

Vacancy Peer Selection Process:

During the term of a Full Data Team, if a vacancy occurs in any category, the principal shall fill the vacancy until the next school year with a teacher from that

category if possible. At the beginning of the next school year, the vacancy shall be filled in accordance with the peer selection process set forth above.

Terms of Members of the Data Team

The term of the members on the data teams is three (3) years.

Teacher Category Membership:

- ELEMENTARY TEACHERS—each grade level PLC selects one member (K-5), specialists select one colleague (e.g., art, music, media), non-classroom teachers select two special area teachers (e.g., Special Education, ELL); total of nine(9) teachers
- MIDDLE SCHOOL TEACHERS—each content/subject area selects one teacher (10 teachers); each grade level selects one core academic teacher (three teachers total), non-classroom teachers select one certified, current special area teachers (non-administrative); total of 14 teachers
- HIGH SCHOOL TEACHERS—each department selects one member; total of 14 teachers

Unfilled Category:

If there is a category for which no teacher has expressed interest in participating, said category shall remain vacant until a teacher from that category requests to participate and submits an “Opportunity to Serve on a Data Team” form. When the form is submitted, the Vacancy Peer Selection Process will commence. If there are two or more vacancies at any school, the parties shall discuss how best to fill those vacancies and, if necessary, negotiate through the contractual grievance process of the teacher’s contract.

3. MEETING DATES/TIMES:

- Each School Data Team shall conduct eight (8) meetings during the student school year, all 8 of which shall be scheduled by September 30th.
- Meetings will normally occur not more than once a month. In addition, the meetings will occur either before or after school and be two hours long.
- All Meeting dates will be set in advance and changes to the meeting dates shall not be made except in compelling circumstances.
- Teacher members of School Data Teams are expected to attend at least seven of the eight School Data Team meetings scheduled each year.
- A required full-staff meeting to review the School Improvement Plan shall be scheduled by the principal during the fall.

- Meetings with individual PLCs to hear requested data and/or to share data that was requested shall be scheduled by the principal.

4. CONDITIONS FOR PARTICIPATION:

- Teacher members of School Data Teams shall earn up to two (2) unrestricted personal days for their service on the School Data Team (8 - 2 hour meetings), negotiated by this memorandum of understanding by SEA and the BOE:
 - One unrestricted day is be earned after the first four meetings of the School Data Team.
 - The second unrestricted day is earned after the last three meetings of the School Data Team but can be used prior to that time by mutual consent.
 - Unused, unrestricted personal days cannot be carried over from year to year.

**MEMORANDUM OF AGREEMENT
MIDDLE SCHOOLS
(Subject to review based on 12/13/12 side letter.)**

Whereas, the instructional day at the middle school was revised in 2008-2009 to move from an eight period day to a six period day, and an advisory period will be incorporated into the middle school schedule for the 2009-2010 school year; and

Whereas, the parties have agreed to negotiate over the impact of these changes and have reached agreement concerning this matter and wish to codify that agreement promptly in anticipation of the 2009-2010 school year,

Now, therefore, the Stamford Board of Education and the Stamford Education Association agree as follows:

1. Based on the six period day schedule adopted for 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 scheduled, unit members shall not be assigned more than five teaching periods per day plus homeroom and advisory period as described 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 to no more than one class per day. This agreement is without prejudice to the position of either party as regard 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.

MOA - ATHLETIC COACHING ASSIGNMENTS

The procedure for establishing coaching assignments is as follows:

Coaching vacancies will be filled in the following manner:

All job openings will be posted for 30 days at least ninety days in advance of the start of the season, when the vacancy is known at the time.

1. The following will be considered for the selection of candidates where applicable.
 - a. Length of service as a coach in the specific sport.
 - b. Length of service as a coach on the level below that for which applied: eg. Assistant track coach applying for head track coach position to be credited one year for each two full years service.
 - c. Written evaluation as coach.

If all of the above factors are equal preference will be given to the unit member.

The building principal at the location of the vacancy will review the applicants and make recommendations to the Superintendent of Schools through the Human Resources Office. Where appropriate, the principal will consult with the District Department Head of Interscholastic Sports and, in the appointment of an assistant coach, the head coach of the particular sport. The superintendent will provide the final approval for all appointments.

Appointments for all positions of head coach shall be for a three year term, absent just cause for removal, and positions shall be posted at the end of such term.

Appointments of assistant coaches shall be for the term concurrent with his/her respective head coach, absent just cause for removal. Any assistant coaching vacancy occurring after the beginning of the head coach's term shall be filled for the remainder of said coach's term. Any head coaching vacancy occurring after the beginning of that head coach's term shall be filled for the remainder of the original head coach's term.

Emergency circumstances will be said to exist if a vacancy occurs less than 30 days before the start of the season. Head or assistant coach positions filled under these circumstances shall terminate at the end of the season.

Each member of the coaching staff will receive mid-quarter progress reports for all members of his/her respective team.

MOA - WORKSHOP PRESENTATION

Guidelines for Presentation Pay

The workshop preparation/presentation rate is the same as the curriculum rate (Appendix B)

1. Teachers (other than those on Full Time Release and/or Special Assignment where the job description includes PD presentation and/or preparation), who prepare and present workshops will be compensated at the workshop preparation/presentation rate as follows:

Preparation Time:

A. The presenter has attended a training session on a specific topic (e.g. NCLB, AVID, SIOP) and workshop materials (e.g. handouts, Powerpoint presentations) have been prepared by the training organization. The presentation is for dissemination of information only and not for training. Some preparation time is necessary to ensure a successful presentation to the SPS professional staff.

Up to two (2) hours if presenting for the first time materials created by others.

B. The presenter has created a workshop topic or theme (e.g. software application, technology integration in a curricular area, successful strategies) and/or the presentation requires subsequent individual training of teachers and/or is presenting to the SPS professional staff at the request of the Curriculum & Instruction Division or the building administration. Significant preparation time is necessary to ensure a successful presentation to the SPS professional staff.

Preparation Paid: Up to four (4) hours if presenting for the first time materials created by the teacher.

Presentation Time: Paid for each hour of presentation, regardless of when the workshop is presented.

Subsequent presentations of the same workshop will be compensated for each hour of presentation but there will usually be no preparation time payment.

2. Teachers on Full Time Release and/or Special Assignment where the job description includes PD presentation and/or preparation who prepare and present workshops will be compensated at the workshop preparation/presentation rate as follows:

Preparation Time: No compensation for preparation.

Presentation Time: Paid for each hour of presentation when the workshop is presented before or after the regular school day or outside of the PD Meetings required of all teachers in the contract.

**JOB SHARE MEMORANDUM OF AGREEMENT
9.20.12**

The parties agree that the following procedures and requirements shall govern teachers' requests for Job Share.

Job Share Procedures and Requirements

The Stamford Public Schools will consider job share applications on a case by case basis. This document represents the agreement between the Stamford Board of Education ("BOE"), the Stamford Education Association ("SEA").

Teachers submitting a job share proposal application must be able to demonstrate the following:

1. A job share partner should be someone with whom you work well, share a similar work ethic and share similar classroom management styles.
2. Both partners should be open to sharing and learning from one another during this collaborative process and be open to corrective criticism from one another.
3. An understanding by both job share partners that less hours does not always mean less work. Flexibility may be needed for attendance at PD and staff meetings.
4. Both partners should be able to demonstrate good classroom management skills and communication. Communication is the key to ensuring that there will be continuity to the learning process for the students. This communication should be decided upon by both teachers and may include keeping a daily log or journal of the day's events and any special notes.
5. Both teachers participating in the job share must be tenured and have a good record of performance.

The following are considerations for acceptance of the job share proposal:

1. A job share application (attached) will be required to be submitted to Human Resources no later than March 1st of the school year preceding the job share year.
2. Human Resources will first review the job share application for completeness. If incomplete, the job share application shall be returned to the applicants and they will have five school days to resubmit the application. Complete and incomplete job share applications will be forwarded to the SEA upon receipt.
3. Applicants with complete applications will be notified of completeness within five days of receipt. Job share applicants who submit a completed application shall be entitled to an interview/vetting meeting with HR, the SEA, the immediate

supervisor/principal, and the teachers. Following that meeting, the parties will make the recommendation for acceptance or denial.

4. Recommendation for approval or denial of the job share shall be in writing. Reason for denial will be given upon request.
5. Applicants will be notified of final job share decision no later than May 1st each year. Appeals will be heard and ruled on within 15 school days. Appeals will be heard by the Superintendent, SEA and BOE Labor Chair and the decision shall be final.

The expectations for a job share are as follows

1. Both teachers shall each work a 0.50 full time equivalent and their salary shall reflect their pro-rated portion of their salaries for that year plus regular contractual step or general wage increases.
2. During the first week of the school year, both teachers shall work a minimum of 2 (two) days together in order to set up and create a shared environment for the students and their families.
3. Thereafter, _____ shall work on _____ and _____ shall work on _____. Both teachers in the job share have the responsibility to clearly communicate their schedules (including approved changes) with other staff members and students' families. Teachers cannot swap days without prior written consent by the principal. Any changes to the schedule, except in cases of emergency, must be recommended to the principal and approved by the building principal in advance and be submitted to Human Resources and the SEA. The schedule shall provide for one hour of direct contact time per week for the job share teachers.
4. The teachers shall submit a full school year calendar marking the days each teacher will work at the school. This will be presented to the principal no later than the Friday after Labor Day.
5. Faculty meetings (currently held on Wednesdays) shall be attended by the teacher working that Wednesday and that teacher shall be responsible for sharing all information from the faculty meeting with the other teacher.
6. To ensure that students are served consistently by the teachers participating in the job share, outside substitute service will be limited to the extent possible. If one of the teachers is sick and unable to be present on a day they were scheduled to work, they will contact the other teacher to cover. If the other teacher is available, h/she will be compensated at the rate of \$90 per day if such service will exceed 95 day work year.

7. If one teacher must leave before the end of the school year, the other teacher will take over the position on a full time basis at his/her full pay until a new partner can be found, unless exigent circumstances exist.
8. Teachers shall not be eligible for stipend work that falls within the regular school year of the job share (ex: school data team, mentor, grade level leader, math liaison).
9. Teachers shall share the responsibility of providing all necessary services/grading for students and for fully communicating with staff and parents.
10. Each teacher shall be designated as the lead teacher/service provider for 50% of the “shared” students for the purposes of PPT meetings, annual/triennial reviews, IEP completion, CMT preparation, etc. If the job share is special education, the principal/supervisor shall define special education services, including PPT days to be assigned to each teacher.
11. Both teachers shall attend all SPS full day PD days. Both teachers will attend back to school night and appropriately scheduled parent conferences.
12. Teachers shall be required to communicate with each other about their shared job including student needs, instruction and professional development on a weekly basis. Both teachers understand and acknowledge that they may have to communicate with each other and/or other staff regarding the needs of the students for whom they are jointly responsible outside of the work day in order to meet the needs of those students. There shall be no additional compensation for such work done outside of the assigned work day.
13. For any PD required above, the district shall not be required to offer additional sessions of the PD to meet the needs of the individual job share teacher. However, the job share teachers shall have the right to choose to attend any PD session of their choice when multiple sessions are offered.
14. Each teacher will be evaluated separately and the effectiveness of the job share partnership shall be considered for continuation of the job share.

Benefits during the job share will be as follows:

1. Each teacher shall be responsible to pay full association dues.
2. If the teachers desire health benefits, teachers shall be provided with health and life benefits at the rate of premium contribution, sufficient for the impact of the job share as to health benefits to be cost neutral to the Stamford Board of Education.

3. The Board shall not be responsible to pay either teacher additional monies for any regular service associated with the 1.0 full time equivalent position.
4. Each teacher shall be allocated $\frac{1}{2}$ of the contractual benefits as noted in the teachers' contract (i.e., 7.5 sick days, 1 personal business day).

In the event that the job share is either not approved for another school year or if one or both of the job share partners desires to return to full time teaching, the following shall be in effect:

1. Teachers returning to full time at the end of the first school year of a job share shall follow this process: the original teacher of the job share position shall retain the position and the other teacher shall follow the LOA process. If neither teacher originally held the position, the most senior teacher will be entitled to the vacated position.
2. Teachers returning after 1-3 years in a job share will not have the right to bump a 1.0 teacher, but will be entitled to a 1.0 opening for which they are certified, if one is available, after the RIF process has concluded and consistent with the contractual and past practice for returning LOAs. Teachers who have been in a job share for 4 or more years will have the contractual rights of part time employees.

If teachers who are currently involved in a job share wish to continue for another year, they must submit a new job share proposal by March 1st of the school year preceding the job share year. The job share may or may not be continued by mutual agreement of the BOA and the SEA.

The intent of Job Share Arrangements is to be cost neutral to the Board.

MOA -IEP CASE MANAGER & SERVICE PROVIDER

The Stamford Public Schools and the Stamford Education Association agree that the Case Manager on the student IEP shall be electronically signed with the PPT Administrator as the Case Manager and the special education teacher or other Student Support staff member (speech pathologist, psychologist, or social worker, etc.) as the Primary Service Provider.

MOA -TEACHING AN ADDITIONAL CLASS
Middle School – High School

The Board may identify opportunities for current staff members to teach an additional class. Should the Board choose to identify such opportunities, it shall post such opportunities internally at the affected middle or high school. In accordance with Article 16(G) of the collective bargaining agreement, such assignments shall be voluntary. No teacher will be transferred involuntarily to accommodate the assignment of a teacher from a different school who may wish to take such an additional period assignment.

1. Interested staff members may apply to be considered to teach an additional class in accordance with this procedure. The Principal or his/her designee shall interview interested staff members and select the successful candidate.
2. Any such additional class shall be taught during the teacher's self-directed time (and not during the teacher's collateral duties period). The Principal may switch the teacher's self-directed time and duty period to reschedule the self-directed period during which the class will be taught.
3. Teachers assigned to teach an additional class in accordance with this procedure shall receive a stipend equal to twenty percent (20%) of their annual salary, prorated per diem for the period the teacher teaches the additional class.

MOA - KRONOS USAGE BY TEACHERS

Teachers who are involved in certain programs that are paid beyond their regular contract day use the KRONOS attendance system to document and process payment for their participation in such activities. SEA is not in favor of the use of KRONOS by teachers.

The use of KRONOS by teachers is exclusive to grant programs and is for ease of payment to teachers and faster processing of voucher requests by teachers. In addition, the use of the system will enable grant facilitators to more closely and accurately monitor funds available for specific grants.

Teachers who use KRONOS are to “swipe in” for time that has been pre-allocated for specific programs that are funded by certain grants. Teachers who use KRONOS may “swipe in” at any time during the day to indicate that they will be working on the program during that day. In the event that a teacher is unable to attend a program he/she has already “swiped in” to or does not “swipe in” but attends the program, school administration can manually override and make changes to the system.

KRONOS will not be used to monitor teacher attendance during the regular school day. It will not be used to monitor the times that teachers report to school or leave school, or the times that they report to or leave programs outside of the regular school day.

**MEMORANDUM OF AGREEMENT
TEAM AND MENTOR PROGRAM**

Revised as of February, 2013

The Stamford Education Association (SEA) and the Stamford Board of Education (BOE) hereby enter into the following Agreement in recognition of the implemented TEAM program as required by the State of Connecticut Department of Education. The TEAM program requires new teachers ("mentee(s)" or "Beginning teachers") to complete from two to five modules covering classroom environment, planning for active learning, instructional practice and assessment for learning and professional responsibilities and leadership, based upon their area of certification. Based upon the modules required for each certification, these modules will be completed over one or two years under the guidance of a trained TEAM mentor authorized by the State.

1. Module assignments are provided by the state, based upon the certification and the teacher's work assignment. As required under the TEAM program, to complete modules 1-4 the mentor will work with the beginning teacher to (1) identify a need or opportunity for professional growth, based upon the Common Core of Teaching; (2) Develop and Implement a Professional Growth Action Plan; (3) Write a 3-4 page reflection paper to document the new learning, and its impact upon classroom students. Module 5 is currently completed by attending a discussion session, and then responding to an online questionnaire from the State TEAM program.

For teachers required to complete five modules, they will complete two modules in year one, with the first module due in January, and the second module due in May. Deadlines are determined by the Stamford TEAM Coordinating committee, and communicated to beginning teachers and their mentors. In year two, they will complete the final two reflection paper modules. They may participate in Module 5 sessions in either year, as authorized by the State TEAM program.

Additionally the mentor will work with the new teacher on areas such as school rules, routines and other areas that will assist them in their first years of teaching

2. Mentors receive a stipend annually for working with mentees. The mentor's stipend will be \$1183 for 2012-13, and will be posted yearly in the SEA contract, per mentee. Mentor stipends are based upon the state's requirement of 10 hours of work per module. They are paid in two installments: the first, no later than the second pay period in January of the applicable school year and the second, no later than the second pay period in May of the applicable school year. These stipends are included in pensionable salary, and will be reported to TRB.

- When a beginning teacher requires more than two years to complete TEAM, the mentor will be paid until the process is complete. However, if in the additional year, a beginning teacher completes TEAM mid-year, their mentor will only be paid for the first installment of the stipend.
- When a 5 module TEAM teacher completes TEAM prior to completion of two full years, the TEAM mentor will be paid for the second semester by submission of a Non-TEAM

Mentor Log demonstrating continuing meetings with the teacher, completing their two year mentor stipends.

3. If a question arises as to the performance of a mentor, the Team Coordinating Committee (“TCC”) will review the issue, and contact the mentor to resolve the issue. If the issue cannot be resolved, it will be referred to the TCC’s Appeals committee who will meet to determine the nature of the complaint, how to resolve the issue and if necessary, whether it should affect the mentor assignment and/or stipend to be paid.
4. If a mentee is required to complete five modules, the mentor shall be assigned for two years. All mentees will be provided a mentor for the entire duration that they are completing TEAM modules.
5. If the mentee is required to do only two modules the mentor shall mentor and be paid for one year.
6. All beginning teachers with initial certificates who are not part of TEAM (i.e. Media specialists, psychologists, etc.) will have a paid mentor in the same subject/certification for one year. (TEAM training of this mentor is not required).
7. Mentors are not required for teachers who are new to the district and hold a Provisional or Professional certificate.
8. No mentor shall be assigned a second mentee, until all mentors who meet the criteria listed in paragraph 9, have been assigned mentees. No mentor shall be assigned more than two beginning teachers.
9. Assignment of mentors:
 - a. Every year, in mid-August, the district facilitator will distribute a list of trained TEAM building mentors, and beginning teachers requiring mentors to the administrators who are responsible for the new employee. Administrators shall assign mentors to a mentee by September 7th, or within 15 days of hire, with primary consideration being...
 - 1st Commonly shared grade level or subject area in the same school.
 - 2nd Shared building location.
 - b. If a building administrator is unable to assign an appropriate mentor within their school, they will contact the TCC, who will identify a mentor willing to work with the beginning teacher, based upon a commonly shared grade level or subject area. If a potential mentor is not identified, the TEAM Coordinating Committee will be contacted to make other recommendations.
 - c. Since non –TEAM mentors do not require training, the administrator shall select these mentors based upon commonly shared certification/subject within the same school if possible. If not, the TCC will identify a mentor for these beginning staff members as above in paragraph 7.

d. The Team Coordinating Committee will oversee and approve the match of mentees, to ensure that mentors are assigned in accordance with this agreement, and may choose to override these priorities when necessary to meet other clauses of this agreement and to facilitate timely mentor assignments.

10. Department heads shall not serve as mentors for teachers they supervise.

11. Teachers on a planned program of assistance as part of the SPS evaluation plan shall have a paid mentor (TEAM Trained not essential)

12. DSAP teachers shall have a mentor in the same subject area for one half of the school year. Said mentor shall be paid at 50% of the mentor stipend. Said mentor does not need to be TEAM trained but must be in the same subject/certification area.

13. Mentors shall be assigned to their mentee no later than September 7th or, if hired after the start of the school year, within 15 days of hire. Mentors matches will be entered in the state database by October 1st.

14. Mentors shall the have right to refuse assignment in any given year.

15. The Team Coordinating Committee shall provide SEA with a list of all mentor-mentee assignments by October 1st, and an updated of assignments by January 15th.

16. Training for new mentors shall be posted each year by MAY 1. Once trained, names of these new TEAM mentors are added to the mentor database by the state, and will be available for assignment by the administrator.

17. Team Mentors may also receive training to be "Reflection Paper Readers." This position will be posted and filled by the Stamford TEAM Coordinating Committee in accordance with the parties' collective bargaining agreement. Reflection Paper Readers will be paid a stipend as set by the SEA contract per paper read. The TEAM Coordinating Committee will establish a process for approving and adding new readers to provide new people with the opportunity to participate.

- In order to continue as RP Readers, throughout their term, they must agree to attend a review session each year
- Reviewers and the SEA will receive notification from the TCC of the number of papers to be read for the year, based upon the number of papers the district is submitting to the pool for review.
- If a reviewer chooses to read papers in excess of the number of papers allotted by the TCC, they will not be paid for the excess papers.

18. When necessary, posting for Reflection Paper Readers will be posted by May 1 and once trained teachers shall be entered by the state into the database for the current papers.

MAGNET SCHOOLS

MEMORANDUM OF AGREEMENT AITE Advisory

The Stamford BOE and the SEA recognize that a teacher generated, school-based initiative is requested as an Advisory period for grades 9-12 at the Academy of Information Technology and Engineering (AITE). The Advisory period attempts to meet the current district goals. The parties agree that such an Advisory period shall operate as follows:

1. Participation in Advisory is voluntary and will occur in the following manner:
 - a. Teachers have until one week prior to the start of Advisory period each year to inform the building principal in writing whether they would like to volunteer or not volunteer to participate in Advisory.
 - b. If a teacher fails to inform his/her building principal, the building principal may assume that the teacher has volunteered to participate in Advisory.
 - c. If a teacher volunteers to participate in Advisory, that teacher is required to participate in Advisory for the remainder of the school year.
2. If a teacher volunteers to participate in Advisory, s/he shall be absolved of one (1) collateral duty during the A-B schedule per Advisory period. This reduction in one (1) collateral duty shall be utilized during the A-B schedule for the week of the applicable Advisory period (currently Monday or Tuesday) and may not be “banked.”
3. If a teacher does not volunteer to participate in Advisory, s/he may be assigned a collateral duty during the Advisory period. However, if a collateral duty is assigned during this period, that teacher shall be absolved from one (1) collateral duty during the A-B schedule per Advisory period. The reduction in one (1) collateral duty shall be utilized within the week of the applicable Advisory period and may not be “banked.”
4. The purpose of Advisory is to conduct advisory meetings, class meetings, and/or school wide assemblies.
5. The Advisory class shall be held a maximum of once per week for a maximum of forty-four (44) minutes unless there is prior consultation and agreement with SEA.
6. All students will receive miscellaneous elective credit for participation in the Advisory period. Teachers are not responsible for giving grades.
7. Administration shall provide teachers participating in Advisory with materials by at least Wednesday of the previous week that the material will be discussed.
8. Those teachers not volunteering to participate in Advisory shall not be required to cover another teacher’s Advisory class.

9. If a teacher is required to plan discussion points or material relating to advisory outside of the teacher contract day, that teacher shall be compensated under Appendix A (4) (17) of the teachers' contract.
10. This Memorandum of Agreement shall apply solely to AITE. This Memorandum of Agreement shall not set any precedent and/or shall not be cited by either party in any future negotiations or proceedings between parties, except proceedings related to the enforcement of this Memorandum of Agreement.
11. This Memorandum of Agreement shall stay in effect unless or until changes are agreed upon by both parties.

MEMORANDUM OF UNDERSTANDING
AITE OPEN HOUSE

Teachers who attend more than one open house per year at AITE, as per Article 9, do so voluntarily and such attendance shall not set any past practice, shall not be precedent setting, nor referenced in the future by either party as such in any future circumstances in Stamford Public Schools.

MEMORANDUM OF AGREEMENT
AITE TEACHING SCHEDULE

The Stamford Board of Education and the Stamford Education Association agree as follows:

1. Given the unique curriculum at the Academy of Information Technology (“AIT”), it is appropriate to establish a teaching schedule that differs from the established teaching schedule as set out by past practice and as reflected in the current collective bargaining agreement.

2. Teachers at the AIT will teach the equivalent time of teacher assigned to other schools as follows: AIT teachers will work the equivalent of six regular periods one day and four regular periods the next, or the equivalent of twenty-five regular periods per week over a two-week cycle.

3. This teaching responsibility will be implemented through a block schedule commencing in September 2002. the program will consist of an alternate day (A/B) block schedule of eight periods, with four periods each day. The “A” day will consist of periods 1,2,3, and 4. The “B” day will consist of periods 5,6,7, and 8. Each period will be 88 minutes long. Teachers will be scheduled to teach three (3) periods one day and two (2) periods on the other day. On the day that a teacher works three periods, only two will be consecutive. Building assignments will be scheduled on the day that the teacher has two classes.

4. The parties agree that this special schedule is limited to the AITE, and that it shall not set a precedent or establish a past practice for any other school or for the school district.

**MEMORANDUM OF AGREEMENT
SCOFIELD MIDDLE MAGNET EXPLORATORY READING TEACHERS**

The Stamford Education Association and the Stamford Board of Education agree as follows:

1. Scofield Middle Magnet Exploratory classes will not be one hour as per the Middle School MOA for the 2009-2010 but instead will not exceed 45 minutes. A maximum of five classes for exploratory teacher in any given day is an acceptable variation to the Middle School MOA for 2009-2010.
2. Teachers assigned to exploratory reading at Scofield Middle Magnet will agree to teach a sixth class, one day a week, due to scheduling conflicts.
3. Their total number of exploratory classes per week will not exceed 25.

Exploratory reading teachers will not be assigned any collateral duties.

MEMORANDUM OF AGREEMENT
Rogers International Magnet

Whereas the Stamford Board of Education and the Stamford Education Association are parties to a collective bargaining agreement, and

Whereas the Rogers International School (Rogers) is an inter-district magnet school with a K-8 structure, and

Whereas there are working conditions unique to a K-8 school that the parties have not previously addressed,

Now therefore the parties agree as follows:

1. Teachers at Rogers K-8 school shall be given daily self-directed time with a minimum of 230 minutes of self-directed time per week and at least thirty (30) consecutive minutes self-directed time per day.
2. Rogers classroom teachers assigned to Grades 5-8 may be assigned to one subject at two grade levels.
3. Classroom teachers assigned to Grades 5-8 shall be assigned to no more than four teaching assignments per day plus a morning homeroom period at 9:00 a.m. and a recess/homeroom period generally before or after lunch.
4. An IB Coordinator position and a MYP facilitator position have been established at Rogers. A job description specifying the duties of these positions shall be negotiated by the parties in accordance with the IB authorization.
5. Art, music, physical education, science/technology/literacy teachers and world language teachers at Rogers shall be required to issue progress reports in the middle of each marking period when a student is in danger of failing.
6. The scheduling of special education teachers, ELL teachers and pupil personnel staff will follow the established district practice for elementary schools.
7. Class sizes at Rogers (K-8) shall not exceed the number negotiated for elementary classes (currently 25 pupils), as per Section 9(A)(4) of the collective bargaining agreement.
8. No teacher shall be denied a transfer to Rogers based on a lack of training in IB.
9. Training and assignments related to training required for IB certification shall be available during the regular work day and year, with appropriate coverage provided, except that if some required training is mandated outside the contracted work day teachers shall be paid the curriculum rate for such time. The Board may make such training available offsite through the IB program, and if teachers choose to receive such training at such time their expenses will be reimbursed but they will not receive additional compensation.

10. Art, music, physical education, science/technology/literacy teachers and world language teachers shall not be assigned more than 5 teaching assignments per day. Such a teacher may be assigned to teach a sixth teaching assignment providing he/she is relieved of all other non-teaching duties and providing there is consultation and mutual agreement with the principal. Such teachers shall not be assigned to more than five grade levels per day.
11. Except as provided herein, teachers at Rogers are subject to all contract provisions as set forth in the collective bargaining agreement.
12. If a teacher requests a transfer for the 2010-11 or 2011-12 school year, the Board shall make every reasonable effort to accommodate that transfer request, including the use of the involuntary transfer process. Thereafter, the district procedures for voluntary transfer shall apply.
13. This Agreement codifies the current baseline for operating Rogers as a K-8 school for the 2010-11 school year and thereafter. It is subject to change through prior discussion and, if necessary, prior negotiations as conditions warrant.
14. The foregoing agreement relates to Rogers and does not set a precedent for other K-8 schools in the district.

MOA - TEACHING IN A NON-STAMFORD PUBLIC SCHOOL

Teachers assigned to the Stamford Academy or (any other charter school) will agree to the hours of their day, as per the teacher's contract, and in consultation with SEA and SPS.