



Cornell University
ILR School

BLS Contract Collection

Title: **Stamford Board of Education and Stamford Education Association (SEA), Connecticut Education Association (CEA), National Education Association (NEA), (2002) (MOA)**

K#: **830782**

This contract is provided by the Martin P. Catherwood Library, ILR School, Cornell University. The information provided is for noncommercial educational use only.

Some variations from the original paper document may have occurred during the digitization process, and some appendices or tables may be absent. Subsequent changes, revisions, and corrections may apply to this document.

The complete metadata for each collective bargaining agreement can be found at - <http://digitalcommons.ilr.cornell.edu/blscontracts/1/>

For a glossary of the elements see - <http://digitalcommons.ilr.cornell.edu/blscontracts/2/>

For additional research information and assistance, please visit the Research page of the Catherwood website - <http://www.ilr.cornell.edu/library/research/>

For additional information on the ILR School - <http://www.ilr.cornell.edu/>

For more information about the BLS Contract Collection, see <http://digitalcommons.ilr.cornell.edu/blscontracts/>

Or contact us:

Catherwood Library, Ives Hall, Cornell University, Ithaca, NY 14853
607-254-5370 ilrref@cornell.edu

830782
1300 workers

TEACHER CONTRACT

AGREEMENT
between the
STAMFORD BOARD OF EDUCATION
and the
STAMFORD EDUCATION ASSOCIATION
July 1, 2002 - June 30, 2004



**STAMFORD
PUBLIC
SCHOOLS**

**CONTRACT
TABLE OF CONTENTS
BY ARTICLE**

Dear Colleague,

This document details the agreement between the Stamford Board of Education and the Stamford Education Association. It is the final product of work done by bargaining teams throughout the years. This contract, in particular, is the result of the collaborative efforts of many who support teachers and value public education.

State law protects the guarantees set forth in this contract. The Stamford Education Association, your bargaining agent, stands ready to safeguard the rights negotiated in this agreement.

Only an informed membership can realize the true power of this covenant. I urge you to familiarize yourself with its contents, value its legacy and enjoy its benefits.

Sincerely,



Theresa Magistro, President
Stamford Education Association
Phone 324-2602 Fax 358-0254 E-mail SEAOFFIC@aol.com

Dear Colleague,

The enclosed document represents the conditions under which I hope you will be able to grow and flourish as the most important people in our educational system. As you have heard me say repeatedly, the central staff exists to support the Principals who, in turn, exist to support our teachers who are the only ones in our educational system who actually work with children every day. Nothing happens without you, and everything happens because of you.

This particular contract represents significant movement in the salary structure which makes Stamford competitive with neighboring school districts and which recognizes the importance of your role in the Stamford community. In difficult financial times, the City of Stamford stood strong and united in supporting this contract as a way of saying - "thank you for everything you do for our children."

Sincerely,



Dr. Anthony L. Mazzullo
Superintendent of Schools

ARTICLE 1.	BOARD RIGHTS	1
ARTICLE 2.	RECOGNITION	1
ARTICLE 3.	ASSOCIATION AND TEACHER PRIVILEGES	2
ARTICLE 4.	SALARIES AND COMPENSATION	3
ARTICLE 5.	ACCIDENT AND SICKNESS BENEFITS	6
ARTICLE 6.	HEALTH INSURANCE	6
ARTICLE 7.	INOCULATIONS	9
ARTICLE 8.	SICK LEAVE	9
ARTICLE 9.	WORKING CONDITIONS	11
ARTICLE 10.	NON-TEACHING DUTIES	13
ARTICLE 11.	UNIT MEMBER'S FACILITIES	14
ARTICLE 12.	PERSONNEL FILES	14
ARTICLE 13.	PERMITTED ABSENCES AND LONG TERM LEAVES	15
ARTICLE 14.	SUMMER SCHOOL, ADULT EDUCATION AND NIGHT SCHOOL	17
ARTICLE 15.	REDUCTION IN FORCE	17
ARTICLE 16.	UNIT MEMBER ASSIGNMENT	19
ARTICLE 16A.	VACANCIES	20
ARTICLE 17.	UNIT MEMBER TRANSFER	21
ARTICLE 18.	PROMOTIONS	23
ARTICLE 19.	EARLY RETIREMENT	23
ARTICLE 20.	EDUCATIONAL IMPROVEMENT AND TUITION REIMBURSEMENT	24
ARTICLE 21.	INSERVICE STIPENDS	25
ARTICLE 22.	PROFESSIONAL DEVELOPMENT PROGRAM	25
ARTICLE 23.	GRIEVANCE PROCEDURE	30
ARTICLE 24.	PROTECTION OF UNIT MEMBERS	33
ARTICLE 25.	UNIT MEMBER EVALUATIONS	34
ARTICLE 26.	WORK SAVER PLANNING COMMITTEES	34
ARTICLE 27.	TEXTBOOKS	35
ARTICLE 28.	CONTRACTS	35
ARTICLE 29.	INTERIM UNIT MEMBERS	35
ARTICLE 30.	CURRICULUM REVISION	36
ARTICLE 31.	INNOVATIONS	36
ARTICLE 32.	DEDUCTIONS	36
ARTICLE 33.	GENERAL PROVISIONS	37
ARTICLE 34.	NO STRIKE-NO LOCKOUT	38
ARTICLE 35.	DURATION	38
ARTICLE 36.	CONTRACT NEGOTIATIONS	38
ARTICLE 37.	CONSULTATIONS	39
ARTICLE 38.	FULL AGREEMENT	39
	APPENDIX A (1)	41
	APPENDIX A (2)	42
	APPENDIX A (3)	43
	APPENDIX B (1)	44
	APPENDIX B (2)	45
	APPENDIX C	46
	APPENDIX D	47

**CONTRACT
TABLE OF CONTENTS
BY SUBJECT**

Accident and Sickness Benefits	6
Agency/Service Fee	36
Assault	33
Assignment	19
Association and Unit Member Privileges	2
Board Rights	1
Building Reps	3
Class Size	11
Consultations	39
Contract Negotiations	38
Contracts	35
Curriculum Revision	36
Deductions	36
Duration	38
Early Retirement	23
Educational Improvement and Tuition Reimbursement	24
Evaluation	34
Facilities	14
Full Agreement	39
General Provisions	36
Grievance Procedure	30
Health Insurance	6
Innovations	36
Inoculations	9
Inservice Stipends	25
Interim Unit Members	35
Length of School Day	12
Length of School Year	11
Maternity/Child Care Leave	15
No Strike - No Lockout	38
Non-Teaching Duties	13
Pay Plans	36
Permitted Absences and Long Term Leaves	15
Personal Leave	15
Personnel Files	14
Professional Development	25
Promotions	23
Protection of Unit Members	33
Recognition	1
Reduction in Force	17
Sabbatical Leave	25
Salaries and Compensation	3
Salary Classification	3
Sick Leave	9
Summer School, Adult Education and Night School	17
Textbooks	35
Transfers	21
Unassigned Time	19
Vacancies	20
Work Saver Planning Committees	34
Worker's Compensation	3
Working Conditions	11

**AGREEMENT
between the
STAMFORD BOARD OF EDUCATION
and
STAMFORD EDUCATION ASSOCIATION**

THIS AGREEMENT IS MADE AND ENTERED INTO effective July 1, 2002, 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, Sections 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 and are not included in the administrators' unit or excluded from the purview of Sections 10-153a to 10-153n, inclusive.

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. (1) When official representatives of the SEA engage in SEA activities directly relating to SEA duties including, but not limited to, grievance procedure 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.
- (2) 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 mail boxes 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. SEA building representatives shall have release time of one hour per week for the sole purpose of SEA business with no loss of preparation time so long as no time is lost from instructional time for students.
- 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 re-employment 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 10-153, Section f(e).
- B. Extra pay for extra-curricular 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 definition:

- (a) B.A. Bachelor
A baccalaureate degree earned at an accredited college or university.
- (b) B.A. + 15-Bachelor +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) MA + 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. In 2002-2003 only, the cost of this provision shall be limited to \$100,000. Notwithstanding the provisions of Section 4(F), for implementation of this provision in 2002-2003 only, candidates must present credentials by January 31, 2002, and the Board will inform the Association of the funding level by March 30, 2002 (e.g. up to 100 teachers on MA + 15 would receive \$1,000; 110 teachers on MA + 15 would receive \$909).
- (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) Dr. — Doctorate
A doctor's 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 previous teaching or related educational experience in public, private, and military dependency schools, provided that such experience shall not generally exceed eight years, and 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. Intermittent or short term substitute service will not be credited as previous experience.
 - (c) Salary credit for experience under a Temporary Emergency 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 shall revert to pay at salary classification B.A. if a master's degree is not obtained within three years after the unit member qualifies for pay at salary classification B.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.
- (3) Teachers will be placed on the salary schedule in accordance with the Teacher Experience Chart (Appendix C) to assure that credit for years of service outside of Stamford does not result in credit beyond that provided to teachers previously employed in Stamford.

E. Department Heads , Service Recognition and Special Compensation

- (1) Department Heads shall be paid the following stipends in addition to their salary as classroom teachers depending on the number of unit members they supervise, as follows:
 - 2002-2003: \$2,730 plus \$254 per teacher supervised
 - 2003-2004: \$2,839 plus \$264 per teacher supervised
- (2) 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.
- (3) Service Recognition and Special Compensation
See Appendix "A (3)"
- (4) Except where release time greater than one hour per week is provided, grade level and team leaders in elementary schools shall receive a stipend of \$1,000 for each year of the contract and release time of one hour per week, scheduled in increments of no less than thirty minutes.

F. Change in Salary Classification

When all requirements have been successfully completed for the next salary classification, documentary evidence must be presented to the Personnel Office on or 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.

G. 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.

ARTICLE 5. ACCIDENT AND SICKNESS BENEFITS

A. Whenever a unit member is absent from school as a result of personal injury caused by an accident or an 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. The hospital, medical and major medical benefits outlined in Appendix D shall be provided at the unit member's option in accordance with Paragraph D under one of the following plans:

1. Teachers' Health Insurance Plan - (THIP) - (THIP is currently administered by CIGNA and formerly referred to as Plan B)

a. **Benefits**

Benefits under this Plan shall be as set out in the attached Table of Benefits (Appendix D), except that in cases of conflict the Plan Document shall control. The plan shall require unit members to follow certain rules and procedures as established by the plan to receive full benefit plan coverage, provided that there shall not be a gate-keeper provision.

b. **Premium Contribution**

2002-2003: The required unit member contribution toward premium cost is set at two and one-half percent (2.5%) of premium cost.
2003-2004: The required unit member contribution toward premium cost is set at four percent (4.0%) of premium cost.

2. **Plan C** - (Currently administered by CIGNA)

Currently no Active Teachers in Plan C
Per paycheck Contributions same as PHS
\$ 4.21 Employee
\$ 8.09 Employee + 1 Dependent
\$12.20 Family

C. Unit members participating under either Plan will have the opportunity to enroll in Flexible Spending Accounts for both medical care and dependent/elder care pursuant to IRC Sections 125 and 129. Unit members' deposits in excess of expenditures in any calendar year will be retained by the district up to the amount of the administrative costs of the Flexible Spending Accounts. Excess forfeitures will be returned to participants on an average basis without regard to the participant's experience.

D. Participating unit members shall make an annual election between Plan B or Plan C. Changes during the year will be permitted only if a "Qualified Life Event," as enumerated in IRC Section 125 occurs. Changes then requested must be on account of and consistent with the Life Event. Qualified life events are as defined as follows:

a. The unit member's marriage or divorce.

b. The death of the unit member's spouse or dependent.

c. The birth or adoption of a child of the unit member.

d. Termination of employment or commencement of employment of the unit member's spouse

e. The unit member or spouse switches from full-time to part-time or part-time to full-time employment

f. The taking of an unpaid leave of absence by the unit member or spouse

g. Separation from service

h. A significant change in the cost of the plan which causes a corresponding increase in the unit member's contribution during the plan year

i. A significant change in the health coverage of the unit member or spouse due to the spouse's employment

If unit members wish to change medical plan options as a result of a Qualified Life Event, they may do so without any imposition of pre-existing condition limitations or medical evidence requirements.

E. 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.

F. DENTAL

Dental Maximum Benefit per calendar year \$1,250: \$1,500 effective January 1, 2003.

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

G. 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 @\$10,000 increments, subject to the underwriting rules of the carrier.

H. Coordination of Benefits

Coordination of Benefits as per Connecticut General Statutes S38-262(g) and S39-362(h).

I. 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.

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

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

L. Any unit member participating in a health maintenance organization (HMO) plan shall be responsible for any cost in excess of the cost of the Board's contribution to the above insurance plan for such unit member, based on the weighted average cost to the Board of Plan B and Plan C.

Unit members who are currently participating in an HMO option may continue, but no unit member will be allowed to elect an HMO option. Once a participant leaves an HMO, he/she may not elect any HMO option in the future. The Board shall not be obligated to offer an HMO option in which more than fifty (50) teachers participate unless that HMO program is available as an 'administrative services only' (ASO) contract, whereby Board participants are group experience rated and the Board may self-insure. In the event that any insurance plan previously provided to members of the unit is no longer available under this provision, the members who have been enrolled in that plan shall be allowed to enroll in any other plan options offered to members of the unit, including any existing HMO program, subject to the provisions above.

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 Personnel 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. (1) A "Sick Leave Bank" shall be established. The purpose of said bank shall be to aid only unit members who suffer prolonged absence from (a) a disabling disease, (b) an accident which causes disability; and (c) disability arising from complications from pregnancy; whose sick leave accumulation has been exhausted.

(2) No qualified unit member shall be permitted to use more than 186 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) A committee consisting of four unit members selected by the SEA and one delegate of the Board will be established to set up guidelines, review implementation, and up-date procedures.
 - (11) 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. 1) Upon resignation, retirement or death, 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:
- a) For each year of employment after maximum accumulation has been reached, up to fifteen days shall be eligible for credit.
 - b) From each year's 15 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.
- 2) Past service shall be counted in calculating benefits under this severance plan.
 - 3) Payment will 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 their agent, the Superintendent of Schools, shall endeavor, under normal circumstances, to maintain class size as follows:

- (1) No regular class shall have more than thirty (30) students.
- (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-6 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.

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.

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 eight (8) per year.
 - (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 one evening each school year for parental conferences for those parents who are unable to meet with the unit members during the school day. This evening shall be scheduled well in advance, but not on vacations, holidays or weekends. A unit member shall not be required to attend if no parental conference has been scheduled by the unit member and a parent or requested by a parent through the administration.

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) 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) 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.
- (c) The Board may assign unit members in certain assignments to begin and end their working day at different times, provided that the unit member agrees, and also 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.
- (d) 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. Leaving Building

Unit members shall not leave school buildings without permission of their principal which 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.

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 non-academic 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 MEMBER'S 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.
- 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 same 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 above files. Unit members will be notified before any material is removed from their personnel files in accordance with law.
- 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.

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 personal business, including legal reasons.
 - 2) Two days per year for illness in the immediate family, i.e., husband, wife, son, daughter, sister, brother, mother, father or other relatives who are permanent members of the household.
 - 3) Following a death in the immediate family (husband, wife, parent, guardian or foster parent, son, daughter, brother, sister, grandparent, mother-in-law, father-in-law, sister-in-law, brother-in-law, 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 week days 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.
 - 4) Days up to a limit of one as required by an individual's religion.
 - 5) Jury duty when not excused by court.
 - 6) Court appearance when subpoenaed as a witness in any case connected with the unit member's professional employment.
 - 7) Approved visitation to other schools.
 - 8) 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. 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 Personnel Department permission to use accumulated sick leave. The decision of the Personnel 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 holiday or vacation, 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 child care 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 Personnel Office in writing by March 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 March 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 re-employment 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 Personnel 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 re-employment.

ARTICLE 14. SUMMER SCHOOL, ADULT EDUCATION AND NIGHT SCHOOL

- A. Teacher positions for Summer School shall be posted at the Personnel 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 Personnel 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 are 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.
 - 4. Compensation for the Head Teacher will be at the summer school rate plus \$80 per week in 2002-2003, and \$83 per week in 2003-2004.
- 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.
- H. Compensation for summer school work shall be at the rate of \$34.76 per hour for 2002-2003 and \$36.15 per hour for 2003-2004. (See memorandum of understanding)

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 10-151 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 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 lay-offs.
- (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 lay-off; 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 lay-off.
- (5) Officers of the bargaining unit will serve as observers in both the lay-off and the rehiring process and will serve as observers in the determination of transfers and assignments that may result from such lay-offs or rehires.

B. Recall Procedure

To be eligible for recall, a unit member within thirty (30) days after lay-off, 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 until the third September 1st after the effective date of his/her lay-off and only in accordance with the following:

- (1) The order of recall will be in reverse of the order of lay-off 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 re-employed 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. To the extent possible, changes in grade assignment in the elementary schools and in subject assignment in the secondary schools shall be voluntary and in any case shall not be effected or announced without a prior personal conference with the individual involved. 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 subject to appeal through level three of the grievance procedure.
- (1) A unit member desiring a change in assignment for the succeeding year shall submit his/her request in writing to the building principal between March 1st and April 1st. Such request may list up to three (3) new assignments, in order of preference. In making assignments for the following year, the principal shall consider such requests.
 - (2) When vacancies occur during the school year, unit members within the building may request a change in assignment for the following year.
- D. 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.

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.

F. A unit member on unassigned time may be required to cover a class. Said unit member shall be paid at the rate of \$25.94 per hour in 2002-2003 and \$26.98 per hour in 2003-2004. The involuntary assignment of unit members on unassigned 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) unassigned period in any week.

Elementary unit members who lose their unassigned time as provided in paragraph H shall receive the same payment provided in the preceding paragraph.

G. Based on the current seven (7) period day at the high school and the current eight (8) period day at the middle school, academic subject unit members shall not be assigned more than five (5) teaching periods per day plus Homeroom. Special subject area secondary school unit members (e.g., art, music, physical education, industrial arts, career and vocational teachers) may be assigned six (6) teaching periods 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) unassigned period per day, five (5) per week.

H. Elementary unit members shall be given daily unassigned time with a minimum of 200 minutes of unassigned time per week and at least thirty (30) consecutive minutes unassigned 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 unassigned period in the final period of the day. Upon receiving permission from the principal, they may leave the building.

J. Unit member assignments shall be made without discrimination in regard to race, color, creed, religion, nationality, sex, age or marital status.

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.

ARTICLE 16A. VACANCIES

A. A list of anticipated vacancies for the coming school year shall be posted in each school and in the Personnel Office no later than June 1st of any school year, except if the vacancy should occur after that date. Vacancies occurring after June 1st and to six days before the beginning of the school year shall be posted in the Board of Education Offices and in each school and a copy shall be sent to the SEA President. "School year" means the unit member school

year, and "school term" means the student school year. The posting shall be effective for a period of five (5) days.

- 1) Unit members who wish to be considered for a voluntary transfer during the summer must make written application to the Principal(s) of the school(s) where the vacancy occurs and to the Director of Personnel.
- 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. The parties agree that unit members employed in the Stamford Public Schools will be given strong consideration when vacancies 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:

- 1) involuntary transfer
- 2) voluntary transfer or return from special assignment
- 3) return from leave

C. Voluntary Transfers

1. The Personnel Office shall publish and post at each school a vacancy list each year. The list shall be published and distributed for a two-week posting no later than February 15.
2. Tenured unit members shall apply in writing directly to the principal at the location of the vacancy. The unit member shall forward a copy of her/his application to the Personnel Office.
3. The principal or his designee(s) shall first interview all interested internal candidates and provide each successful and unsuccessful candidate written notification as to her/his status. 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 Personnel 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 Personnel 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 Transfers

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 interferes with optimum unit member performance. Therefore, they agree as follows:

- 1) Refer to Board Policy 4150 regarding pre-tenure unit member transfers.
- 2) When a reduction in the number of unit members in a school is necessary, volunteers shall be transferred first.
- 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 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 permanent positions covered by the Administrative Unit contract of the Board, and 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 thirty (30) days in advance. Bargaining unit positions not paying a differential shall be posted as above for a minimum of fourteen (14) 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 bonafide occupational qualification as permitted by law.

ARTICLE 19. EARLY RETIREMENT

- A. During the life of this contract, any unit member 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 notify the Personnel Office of the Board of the intention to retire early on or before January 15th of the school year preceding the school year of retirement.
 - 2) Early retirement may commence only in September 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 electing early retirement shall receive \$16,550 as defined in 19 (C) below. 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 February 1st of the school year preceding the school year of retirement and must notify the Personnel Office in writing of the election.

PLAN A. Two equal lump sum payments of 1/2 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 elect early retirement 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.

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 some other school administration district in the United States or in a foreign country. 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.

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 one hundred dollars (\$100) per credit.

Upon satisfactory completion of a graduate course taken by a teacher earning credit toward the completion of a Master's degree or BA 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 fifty dollars (\$50) per credit.

Tuition reimbursement shall be limited to nine (9) semester hours per calendar year.

ARTICLE 21. INSERVICE 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.

ARTICLE 22. 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.

- (1) 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.

(2) 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.

(3) To Promote Self-Renewal

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

(4) 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) (1) letter of application;
 - (2) up-to-date transcripts unless same are already in the personnel file;
 - (3) supporting letters from appropriate persons;
 - (4) documents which will verify statements presented by the candidate and offer additional relevant information; and
 - (5) 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:
 - (1) Compliance with the due date requirements.
 - (2) The purpose of the leave.
 - (3) The seniority of service in the school system.

- (4) The effect such applicant's absence might have on the school system; and
 - (5) 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 23. 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 of 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 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, by the full Board after discussion and consideration in executive session (or, if beyond the close of the school year, within thirty (30) calendar days.)
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 24. 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 25. 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 26. 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 approval.

ARTICLE 27. 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 28. 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 29. 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 (90) 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 30. 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 \$29.79 per hour in 2002-2003 and \$30.98 per hour in 2003-2004.

ARTICLE 31. 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 32. 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 pay day 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 pay day of each month, commencing in January and ending in June.
- 3) The Association shall meet its legal obligations to inform non-members 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 pro-rated 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 33. 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 By-Laws and agrees to keep it current.
- C. The term Superintendent shall also include his 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, color, marital status, age, sex, sexual orientation, ancestry or national origin, political beliefs or activities, and physical handicaps as provided by law.

ARTICLE 34. 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 35. DURATION

The provisions of this Agreement shall be effective as of July 1, 2002 and shall continue in full force and effect without change, except as provided herein, to and including June 30, 2004.

ARTICLE 36. 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 37. 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, a copy of the agenda and public information documents the day before any scheduled Board meeting, unless that date is a weekend or holiday.

ARTICLE 38. 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.

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.

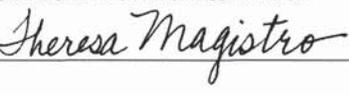
THE STAMFORD BOARD OF EDUCATION

BY 

Its:
Duly authorized President

Date March 21, 2002

THE STAMFORD EDUCATION ASSOCIATION

BY 

Its:
Duly authorized President

Date March 21, 2002

APPENDIX A (1)
2002-2003 SALARY SCHEDULE

New Step	Old Step	BA	BA+15	MA	MA+15	6TH	PH.D.
1	4	38,067	38,469	41,795	42,795	43,770	46,920
2	5	39,495	39,991	43,776	44,776	45,886	49,037
3	6	41,197	41,692	45,763	46,763	48,005	51,153
4	7	42,897	43,396	47,744	48,744	50,123	53,267
5	8	44,596	45,093	49,726	50,726	52,237	55,389
6	9	46,296	46,793	51,713	52,713	54,355	57,504
7	10	47,994	48,496	53,698	54,698	56,475	59,624
8	11	49,698	50,194	55,679	56,679	58,592	61,739
9	13	52,130	52,621	58,561	59,561	61,683	64,774
10	14	55,370	55,867	61,628	62,628	64,943	68,089
11	15	56,947	57,445	63,612	64,612	67,060	70,206
12	16			66,169	67,169	69,177	72,325
13	17			68,725	69,725	71,292	74,442
14	18					73,982	77,137
15	19					76,722	79,568

In each year, 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. In the 2002-2003 school year, teachers with no previous experience, or one, two or three years of previous experience outside of Stamford will be placed on Step 1. In the 2003-2004 school year, teachers with no previous experience, or one or two years of previous experience outside of Stamford will be placed on Step 1. Credit for additional experience will be granted in accordance with Appendix C, Teacher Experience Chart.

APPENDIX A (2)

2003-2004 SALARY SCHEDULE

New Step	Old Step	BA	BA+15	MA	MA+15	6TH	PH.D.
1	4	40,263	40,689	44,207	45,264	46,296	49,627
2	5	41,774	42,298	46,302	47,360	48,534	51,866
3	6	43,574	44,098	48,404	49,461	50,775	54,105
4	7	45,372	45,900	50,499	51,557	53,015	56,341
5	8	47,169	47,695	52,595	53,653	55,251	58,585
6	9	48,967	49,493	54,697	55,755	57,491	60,822
7	10	50,763	51,294	56,796	57,854	59,734	63,064
8	11	52,566	53,090	58,892	59,949	61,973	65,301
9	13	55,138	55,657	61,940	62,998	65,242	68,511
10	14	58,565	59,091	65,184	66,242	68,690	72,018
11	15	60,233	60,760	67,282	68,340	70,929	74,257
12	16			69,987	71,045	73,169	76,498
13	17			72,690	73,748	75,406	78,737
14	18					78,251	81,588
15	19					81,149	84,159

In each year, 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. In the 2002-2003 school year, teachers with no previous experience, or one, two or three years of previous experience outside of Stamford will be placed on Step 1. In the 2003-2004 school year, teachers with no previous experience, or one or two years of previous experience outside of Stamford will be placed on Step 1. Credit for additional experience will be granted in accordance with Appendix C, Teacher Experience Chart.

APPENDIX A (3)

- 1) Guidance personnel assigned to work additional days beyond the scheduled work year (not to exceed five (5) days) shall receive per diem compensation for such assigned days.
- 2) Psychological Examiners shall receive a difference of \$985 in 2002-2003 and \$1,024 in 2003-2004 above the basic salary schedule for the duration of this contract.
- 3) Service recognition shall be given in the amount of \$580 in 2002-2003 (\$630 in 2003-2004) for twenty (20) to twenty-four (24) years in Stamford and \$793 in 2002-2003 (\$843 in 2003-2004) for twenty-five (25) to twenty-nine (29) years in Stamford and \$1,111 in 2002-2003 (\$1,161 in 2003-2004) for thirty (30) years or more in Stamford. If the twentieth, twenty-fifth or thirtieth year anniversary occurs during the school year, the service recognition reward shall commence the following year.
- 4) Heads of Media shall be paid a stipend of \$1,324 in 2002-2003 and \$1,377 in 2003-2004.
- 5) Speech pathologists shall be reimbursed for the full amount of the cost of their membership in ASHA (American Speech and Hearing Association).
- 6) Athletic Directors shall be paid a stipend of \$16,551 in 2002-2003 and \$17,213 in 2003-2004.
- 7) The summer horticulture school staff shall each receive the daily curriculum rate set forth in Article 30 for as many additional days as are assigned by the Superintendent or his designee during the summer.
- 8) Mentor teachers shall receive a stipend of \$1,000 for each year of a two year term.

APPENDIX B (1)
2002-2003 COACHING SCHEDULE

SPORT	I	II	III	IV	V
Football	4,529	5,080	5,522	5,963	6,515
Basketball	4,198	4,529	4,860	5,080	5,412
Ice Hockey, Wrestling, Indoor Track, Outdoor Track, Baseball, Softball, Volleyball, Soccer, Swimming, Gymnastics, Tennis, Cross Country, Field Hockey, Drama (Per Semester), Chorus, Band, Debating	3,977	4,198	4,419	4,750	5,080
Football Assistants	3,646	3,867	4,087	4,309	4,419
All Other Assistants	3,426	3,646	3,867	4,087	4,198
Golf, Cheerleading (Per Season), Diving (2 Teams per Season), Color Guard, Stage	3,426	3,646	3,867	4,087	4,198
MIDDLE SCHOOL SESSION INTRAMURALS					792
MIDDLE SCHOOL BAND DIRECTOR with 3 required parades, as directed by the Administration					902

APPENDIX B (2)
2003-2004 COACHING SCHEDULE

SPORT	I	II	III	IV	V
Football	4,710	5,283	5,743	6,202	6,776
Basketball	4,366	4,710	5,054	5,283	5,628
Ice Hockey, Wrestling, Indoor Track, Outdoor Track, Baseball, Softball, Volleyball, Soccer, Swimming, Gymnastics, Tennis, Cross Country, Field Hockey, Drama (Per Semester), Chorus, Band, Debating	4,136	4,366	4,596	4,940	5,283
Football Assistants	3,792	4,022	4,250	4,481	4,596
All Other Assistants	3,563	3,792	4,022	4,250	4,366
Golf, Cheerleading (Per Season), Diving (2 Teams per Season), Color Guard, Stage	3,563	3,792	4,022	4,250	4,366
MIDDLE SCHOOL SESSION INTRAMURALS					824
MIDDLE SCHOOL BAND DIRECTOR with 3 required parades, as directed by the Administration					938

APPENDIX C

STEP CONVERSION AND TEACHER EXPERIENCE CHART

2001-2002 (old) step	2002-2003 (new) step	Years of Prior Outside Experience When Hired In:			
		2002-2003	2003-2004	2004-2005*	2005-2006*
4	1	0, 1, 2, 3	0, 1, 2	0, 1	0
5	2	4	3	2	1
6	3	5	4	3	2
7	4	6	5	4	3
8	5	7	6	5	4
9	6	8	7	6	5
10	7	9	8	7	6
11	8	10	9	8	7
12	*	*	*	*	*
13	9	11	10	9	8
14	10	12	11	10	9
15	11	13	12	11	10
16	12	14	13	12	11
17	13	15	14	13	12
18	14	16	15	14	13
19	15	17+	16+	15+	14+

All teachers will move one step each year (e.g. unit member on old step 9/new step 6 in 2001-2002 will move to new step 7 in 2002-2003).

*Projected; subject to future negotiations

APPENDIX D

STAMFORD PUBLIC SCHOOLS TEACHER PPO (EFFECTIVE 7/1/02)

DEDUCTIBLES

	Participating	Non Participating
Individual	Not Applicable	\$300
2 Dependents	Not Applicable	\$600
Family	Not Applicable	\$800

COINSURANCE

	Participating	Non Participating
Individual	Not Applicable	\$1,300
2 Dependents	Not Applicable	\$2,000
Family	Not Applicable	\$2,500

OUT-OF-POCKET LIMITS

	Participating	Non Participating
Individual	Not Applicable	\$1,600
2 Dependents	Not Applicable	\$2,600
Family	Not Applicable	\$3,300

COMPREHENSIVE MEDICAL BENEFITS

For Employees and Dependents

(Unless otherwise noted, payment for Non-Participating Providers will be based on the Reasonable and Customary Charge.)

The benefits for Covered Expenses incurred for charges made by a Participating or a Non-Participating Provider are as follows:

OFFICE VISITS (Includes all charges billed by Physician)

	Participating	Non-Participating
Injury/Illness – Primary Provider	\$10 Copay per visit, then 100%	CYD, then 80%
Injury/Illness – Specialists	\$10 Copay per visit, then 100%	CYD, then 80%
Allergy Injections	Lesser of office visit Copay or actual charge	CYD, then 80%

Note: All references to CYD refer to Calendar Year Deductible

PREVENTIVE CARE (Includes all related charges)

	Participating	Non Participating
Routine Preventive Care through age 6 (including immunizations)	\$10 Copay per visit, then 100%	CYD, then 80%
Routine Preventive age 7 and over (including immunizations)	\$10 Copay per visit, then 100%	Not Covered
Well Woman Care, Including Pap Test	\$10 Copay per visit, then 100%	Not Covered
Well Man Exam (Prostate Specific Antigen Test)	\$10 Copay per visit, then 100%	Not Covered
Routine Mammogram	\$10 Copay per visit, then 100%	CYD, then 80%

OUTPATIENT PREADMISSION TESTING

	Participating	Non-Participating
Office Visit	\$10 Copay per visit, then 100%	CYD, then 80%
Outpatient Facility	100%	CYD, then 80%

EMERGENCY CARE - LIFE THREATENING

	Participating	Non-Participating
Office Visit (Includes all charges billed by provider)	\$10 Copay per visit, then 100%	
Emergency Room (Includes all related charges)	\$25 Copay per visit, then 100%*	
Urgent Care Facility (Includes all related charges)	\$10 Copay per visit, then 100%*	
Ambulance	100%	

EMERGENCY CARE - NOT LIFE THREATENING

	Participating	Non-Participating
Office Visit (Includes all charges billed by provider)	\$10 Copay per visit, then 100%	CYD, then 80%
Emergency Room (Includes all related charges)	\$25 Copay per visit, then 100%*	CYD, then 80%
Urgent Care Facility (Includes all related charges)	\$10 Copay per visit, then 100%*	CYD, then 80%
Ambulance	100%	CYD, then 80%

* Emergency Room/Urgent Care Facility Copayment is waived if Admitted immediately

INPATIENT HOSPITAL/FACILITY CHARGES

	Participating	Non Participating
Semi-private and Private Bed and Board	100%	CYD, then 80%
Intensive Care Unit	100%	CYD, then 80%
Other Inpatient Charges	100%	CYD, then 80%

ORGAN TRANSPLANTS

	Participating	Non-Participating
LIFESOURCE Facility	100%	N/A
Non-LIFESOURCE Facility	100%	CYD, then 80%

INPATIENT PROFESSIONAL SERVICES

	Participating	Non-Participating
Anesthesiologist, Radiologists, Pathologists	100%	CYD, then 80%*
Surgeon	100%	CYD, then 80%
Assistant Surgeon	100%	CYD, then 80%**
Co-Surgeon	100%	CYD, then 80%
Physician Visit	100%	CYD, then 80%

OUTPATIENT PROFESSIONAL SERVICES

	Participating	Non-Participating
Anesthesiologist, Radiologists, Pathologists	100%	CYD, then 80%*
Surgeon	100%	CYD, then 80%
Assistant Surgeon	100%	CYD, then 80%**
Co-Surgeon	100%	CYD, then 80%
Physician Visit - Other than Office Visit	100%	CYD, then 80%

*Services rendered at an In-Network facility will be payable as In-Network
 **Covered expenses are limited to 20% of the surgeon's allowable charge

OUTPATIENT SURGICAL FACILITIES SERVICES

	Participating	Non-Participating
Outpatient Surgery (Includes all related charges)	100%	CYD, then 80%

INDEPENDENT LAB AND X-RAY SERVICES

	Participating	Non-Participating
Doctor's Office	Included in per visit Copay if performed and billed by treating Physician	CYD, then 80%
Lab & X-Ray Facility	100%	CYD, then 80%
Hospital Outpatient	100%	CYD, then 80%

OUTPATIENT SHORT-TERM REHABILITATION

	Participating	Non-Participating
Speech, Occupational, Physical and Chiropractic Therapy (Limited to 60 visits per condition per calendar year)	\$10 Copay per visit, then 100%	CYD, then 80%

HOME HEALTH CARE

	Participating	Non-Participating
Home Health Care (Limited to 120 visits per calendar year)	100%	CYD, then 80%

HOSPICE

	Participating	Non-Participating
Inpatient	100%	CYD, then 80%
Outpatient	100%	CYD, then 80%
Bereavement Counseling (Limited to 3 sessions per occurrence per family)	100%	CYD, then 80%

MENTAL HEALTH

	Participating	Non-Participating
Inpatient (Includes partial hospitalization on a 2 for 1 basis)	100%	CYD, then 80%
Outpatient	\$10 Copay per visit, then 100%	CYD, then 80%

ALCOHOL & DRUG ABUSE

	Participating	Non-Participating
Inpatient	100%	CYD, then 80%
Outpatient	\$10 Copay per visit, then 100%	CYD, then 80%

MATERNITY (Employee and All Dependents)

	Participating	Non-Participating
Initial Visit to Determine Pregnancy	\$10 Copay per visit, then 100%	CYD, then 80%
All Subsequent Prenatal/Postnatal Visits	100%	CYD, then 80%
Hospital/Birthing Center	100%	CYD, then 80%

FAMILY PLANNING (Covers Surgical Sterilization procedures for Vasectomy/Tubal Ligation/ Excludes Reversals)

	Participating	Non Participating
Office Visit (includes all tests billed by provider and counseling)	\$10 Copay per visit, then 100%	CYD, then 80%
Inpatient Facility	100%	CYD, then 80%
Outpatient Facility	100%	CYD, then 80%
Physician's Services (Other than above)	100%	CYD, then 80%

INFERTILITY TREATMENT (Limited to procedures for correction of infertility; excludes in-vitro fertilization, artificial insemination, GIFT, ZIFT, etc.)

	Participating	Non Participating
Office Visits (Includes all tests billed by provider and counseling)	\$10 Copay per visit, then 100%	CYD, then 80%
Inpatient Facility	100%	CYD, then 80%
Outpatient Facility	100%	CYD, then 80%
Physician's Services (other than above)	100%	CYD, then 80%

ABORTION

	Participating	Non Participating
Inpatient Facility	100%	CYD, then 80%
Outpatient Surgical Facility	100%	CYD, then 80%
Physician's Services	100%	CYD, then 80%

DENTAL CARE (Limited to Accidental Injury to Sound Natural Teeth and Oral Surgical Procedures)

	Participating	Non Participating
Office Visit	\$10 Copay per visit, then 100%	CYD, then 80%
Inpatient Facility	100%	CYD, then 80%
Outpatient Facility	100%	CYD, then 80%
Physician's Services (other than above)	100%	CYD, then 80%

COVERED EXPENSE DAILY LIMITS

Participating Hospital Bed and Board Limit	The Hospital's negotiated rate
Non-Participating Hospital Bed and Board Limit	The Hospital's most common daily rate for a semi-private room or the ICU rate for Intensive Care.
Participating Skilled Nursing Facility Bed and Board Limit	The Facility's negotiated rate
Non-Participating Skilled Nursing Facility Bed and Board Limit	The Facility's most common daily rate for a semi-private room
Participating Hospice Facility Bed and Board Limit	The Hospice Facility's negotiated rate.
Non-Participating Hospice Facility Bed and Board Limit	The Hospice Facility's most common daily rate for a semi-private room.

PRESCRIPTION DRUG BENEFITS RETAIL PHARMACY COPAYMENT/COINSURANCE

	Participating	Non Participating
An amount as follows for each Prescription Order:		
For Generic Drugs	\$5 Copay	20%, after deductible
For Preferred Brand Named Drugs	\$10 Copay	20%, after deductible
For Non-Preferred Brand Named Drugs	\$20 Copay	20%, after deductible

PARTICIPATING MAIL-ORDER PHARMACY COPAYMENTS

	Participating	Non Participating
An amount as follows for each Prescription Order:		
For Generic Drugs	\$5 Copay	Not Covered
For Preferred Brand Named Drugs	\$10 Copay	Not Covered
For Non-Preferred Brand Named Drugs	\$20 Copay	Not Covered

Mandatory mail-order after first refill on maintenance drugs. No prior approval for drugs except on STEP drugs; minimum of 900 drugs.

TMJ (Excludes Appliances and Orthodontic Treatment)

	Participating	Non-Participating
Office Visit	\$10 Copay per visit, then 100%	CYD, then 80%
Inpatient Facility	100%	CYD, then 80%
Outpatient Facility	100%	CYD, then 80%
Physician's Services (Other than above)	100%	CYD, then 80%

OTHER SERVICES

	Participating	Non Participating
Second Opinion (Includes all billed charges by Physician)	\$10 Copay per visit, then 100%	CYD, then 80%
Skilled Nursing Facility (Limited to 60 days per calendar year)	100%	CYD, then 80%
Outpatient Private Duty Nursing (Limited to \$10,000 per calendar year)	100%	CYD, then 80%
Durable Medical Equipment (Limited to \$5,000 per calendar year)	100%	CYD, then 80%
External Prosthetic Appliances (Limited to \$5,000 per calendar year)	100%	CYD, then 80%

MAXIMUM BENEFITS LIFETIME MAXIMUMS

Individual Aggregate Lifetime Maximum Benefit (Includes all other medical lifetime and calendar year limits)	Unlimited
Transplant Travel Benefit to a LifeSource Facility	\$10,000

CALENDAR YEAR MAXIMUMS

Outpatient Short-Term Rehabilitation	60 Visits Per Condition
Home Health Care	120 Visits
Skilled Nursing Facility	60 days
Outpatient Private Duty Nursing	\$10,000
External Prosthesis	\$5,000
Durable Medical Equipment	\$5,000

VISION BENEFITS

Maximum Payment For:

Examinations

Per Examination, one per 12-month period	100%, no deductible, up to the reasonable and customary charge
Lenses:	Not Covered
Frames:	Not Covered
Refractions:	Not Covered

DENTAL BENEFITS

	Participating and Non-Participating
Class I Preventive Care	Plan pays 100% There is no deductible
Class II Basic Restorative	CYD, then...Plan pays 80%
Class III Major Restorative	CYD, then...Plan pays 60%
Class IV Orthodontia	CYD, then...Plan pays 60% Life Time Maximum Benefit - \$750

Deductible Individual - \$50; Family \$100

Participating Provider

Combined Participating Provider and Non-Participating Provider Classes I, II, III Calendar Year Maximum	\$1,500
Combined Participating Provider and Non-Participating Provider Class IV Lifetime Maximum	\$750

SCHOOL CLOSING ANNOUNCEMENTS

When it is necessary to close schools due to inclement weather, the announcement will be made over the following radio and TV stations as early in the morning as possible, usually around 6:00 a.m.

Fairfield County News Radio

[Every 15 Minutes]
 WSTC 1400 on AM
 WNLK 1350 on AM
 WINE 940 on AM

[Every 30 Minutes]
 WKLHL 96.7 on FM
 WEFX 95.9 on FM
 WEZN 99.9 on FM
 WEBE 108 on FM
 WRKI 95.1 on FM
 WMJF 105.5 on FM
 WMJU 106.7 on FM

Also:
 WCBS 880 on AM
 WGCH 1490 on AM
 WICC 600 on AM
 WVIP 1310 on AM

Cablevision Channel 12
 WTNH-TV Channel 8
 WVIT-TV Channel 30

The decision to close school can only be made by the Superintendent and is based on information received from the Police Department, the City Department of Operations, Buildings & Grounds Department, the bus company, transportation office and weather forecasts. The conditions of the roads and sidewalks are considered, as well as the condition of the utilities at the schools. It is not an easy decision to make. The safety of students is the major consideration.

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 one and one-half hours (90 minutes). The schedule will be as follows:

SCHOOL	DELAYED OPENING	REGULAR OPENING	DISMISSAL 2002-03	2003-04
High Schools	8:55 a.m.	(7:25 a.m.)	2:05 p.m.	2:05 p.m.
Cloonan M. S.	8:55 a.m.	(7:25 a.m.)	2:05 p.m.	2:05 p.m.
Rippowam M.S.	8:55 a.m.	(7:25 a.m.)	2:05 p.m.	2:05 p.m.
Dolan M.S.	9:30 a.m.	(8:00 a.m.)	2:40 p.m.	2:40 p.m.
Turn of River M.S.	9:30 a.m.	(8:00 a.m.)	2:40 p.m.	2:40 p.m.
Scofield Magnet Middle	9:30 a.m.	(8:00 a.m.)	2:40 p.m.	2:40 p.m.
Northeast, Newfield and Stillmeadow Elementary	9:40 a.m.	(8:10 a.m.)	2:40 p.m.	2:40 p.m.
Hart Elementary	10:25 a.m.	(8:55 a.m.)	3:25 p.m.	3:25 p.m.
All other Elementary	10:30 a.m.	(9:00 a.m.)	3:30 p.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 1-1/2 hours (90 minutes) delay will not be instituted on Early Dismissal days.

SCHOOL LISTINGS

Davenport Ridge	977-4291	Cloonan M. S.	977-4544
Hart Magnet	5082	Dolan M. S.	4441
Toquam Magnet	4556	Turn of River M. S.	4284
K. T. Murphy	4516	Scofield Magnet Middle	4350
Newfield	4282		
Northeast	4469	AIT 4336	
Rogers Magnet	4560	Stamford H. S.	4223
Roxbury	4287	Westhill H. S.	4477
Springdale	4575		
Stark	4583	Transitional Program	5224
Stillmeadow	4507		
Westover Magnet	4572		

SIDE LETTER

In the recently concluded negotiations, the Stamford Board of Education and the Stamford Education Association reached the following additional agreements:

- a. The additional work day (186) in Article 9(B) shall be used for professional development.
- b. The student instructional day shall be increased by 15 minutes effective with the 2000-2001 school year.
- c. The student instructional day shall be increased by an additional 15 minutes, effective with the 2001-2002 school year, provided that the minimum requirements set out in Article 9(E)(2)(a) shall be amended to shorten the time required after school to fifteen minutes, and the overall length of the school day shall not increase in 2001-2002.
- d. The parties shall create a Joint Committee On Professional Issues, to study issues of common concern, including innovations, class size, teacher center, mentors, unit protection, and facilities.

MEMORANDUM OF AGREEMENT

In the recently concluded negotiations, the Stamford Board of Education and the Stamford Education Association reached the following additional agreements:

1. The elimination of the Seventh Year track from the salary schedule is not intended to affect the rights of teachers who are currently placed on the Seventh Year Track. Unit members who are on the Seventh Year Track will continue to receive compensation on that track as set forth in the 2000-2002 contract, with such salaries increased by the same amount as other salaries on the schedule (general wage increase). In 2002-03 the maximum salary is \$78,243 and for 2003-04 it is \$82,758.
2. The parties agree that it is in the mutual interest and in the public interest to retain teachers within the Stamford Public Schools, and that it may be possible to increase the retention of Stamford teachers through compensations system(s) that are an alternative to or supplementary to the established step salary schedule. Accordingly, the parties agree to hold discussions on such alternative and/or supplementary compensation systems during the 2002-2004 contract term prior to the commencement of negotiations for the successor agreement. Such discussions shall not trigger negotiations under Section 10-153f(e), and any changes during the contract term will be implemented only by mutual agreement in writing.
3. The parties shall establish a joint standing committee to review projected cost increases in the insurance plan and to consider cost containment strategies with the goal of reducing insurance costs over the life of this Agreement. Committee meetings may include consultants at the invitation of either party. Discussions of the Committee shall not constitute negotiations under Section 10-153f(e).

STAMFORD BOARD OF EDUCATION

STAMFORD EDUCATION ASSOCIATION

By 

By Theresa Magistro

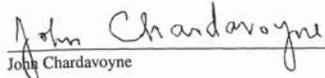
MEMORANDUM OF AGREEMENT

The Stamford Board of Education (the "board"), acting through John Chardavoyne, Assistant Superintendent, and the Stamford Education Association (the "Association"), acting through Theresa Magistro, its President, hereby agree to amend Article 14 letter H of the Teacher Contract covering the period July 1, 2002 - June 30, 2004 at follows:

1. Article 14 Letter H shall read: Compensation for summer school work shall be at the rate of \$34.76 per hour for 2002-2003 and \$36.15 per hour for 2003-2004. One pre-summer school teacher day of orientation and all summer school staff development sessions shall be paid at the rate of \$29.79 per hour in 2002-2003 and \$30.98 per hour in 2003-2004.

This memorandum of agreement shall be made part of the contract covering the period July 1, 2002 - June 30, 2004.

STAMFORD BOARD OF EDUCATION


John Chardavoyne

March 21, 2002
Date

STAMFORD EDUCATION ASSOCIATION


Theresa Magistro

March 21, 2002
Date