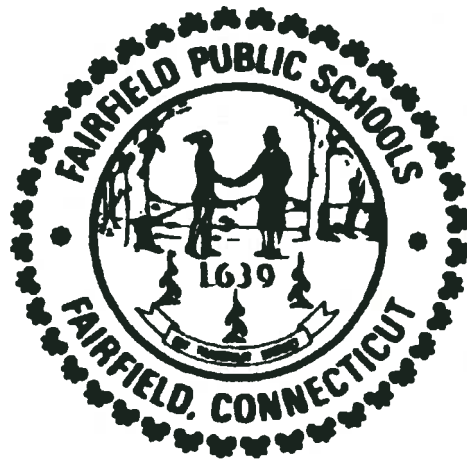


FAIRFIELD

SCHOOL

ADMINISTRATORS

ASSOCIATION



JULY 2012 – JUNE 2015

## TABLE OF CONTENTS

ARTICLE I - GENERAL .....	1
ARTICLE II - RECOGNITION .....	1
ARTICLE III - AGENCY SHOP.....	2
ARTICLE IV - TRANSFER & ASSIGNMENTS OF ADMINISTRATORS .....	3
ARTICLE V - REDUCTION/ELIMINATION OF POSITION .....	3
ARTICLE VI - VACANCIES .....	7
ARTICLE VII - GRIEVANCE & ARBITRATION PROCEDURE.....	8
ARTICLE VIII - LEAVES OF ABSENCE.....	10
ARTICLE IX - PROFESSIONAL GROWTH.....	13
ARTICLE X - PAYROLL DEDUCTIONS .....	13
ARTICLE XI - SALARIES.....	14
ARTICLE XII - BENEFIT PROGRAMS .....	15
ARTICLE XIII - SEVERANCE UPON RETIREMENT .....	17
ARTICLE XIV - WORK YEAR .....	19
ARTICLE XV - ADMINISTRATOR FILES.....	19
ARTICLE XVI - MID-CONTRACT NEGOTIATIONS.....	20
ARTICLE XVII - NO STRIKE.....	20
ARTICLE XVIII- GENERAL SAVINGS CLAUSE .....	20
ARTICLE XIX - MISCELLANEOUS .....	20
ARTICLE XX - DURATION .....	21
SIDE LETTER OF UNDERSTANDING I .....	21
SCHEDULE A - SALARY SCHEDULE 2012-2013 .....	22
SCHEDULE B - SALARY SCHEDULE 2013-2014 .....	23
SCHEDULE C - SALARY SCHEDULE 2014-2015.....	24
IMPORTANT TELEPHONE NUMBERS.....	25

## **AGREEMENT**

THIS AGREEMENT IS MADE AND ENTERED by and between the Fairfield Board of Education (hereinafter referred to as the "Board") and the Fairfield School Administrators' Association (hereinafter referred to as the "Association").

### **ARTICLE I**

#### **GENERAL**

##### **Section 1**

This Agreement is negotiated under Section 10-153 (a) through 10-153 (g) of the General Statutes of the State of Connecticut, as amended in order:

- (a) To fix for its term the salaries and all other conditions of employment provided herein, and;
- (b) To encourage and provide effective and harmonious working relationships between the Board and the Administrative Staff in order that the cause of public education may best be served.

##### **Section 2**

The Board and the Association recognize the importance of responsible participation by the entire professional staff in the education process, planning, development and growth. To this end both parties agree to maintain communication to inform about programs, to guide in development and to assist planning and growth either by committee, individual consultation or designated representatives.

##### **Section 3**

This Agreement shall constitute the full and only policy of the Board and the Association in the subject areas covered by the specific provisions of this Agreement for the duration of the Agreement unless changed by the mutual consent of both parties or pursuant to ARTICLE XVII hereof. Previously adopted policies, rules or regulations of the Board of Education in conflict with this Agreement are superseded by this Agreement.

### **ARTICLE II**

#### **RECOGNITION**

The Board hereby recognizes the Fairfield School Administrators' Association as the exclusive representative of all those certified professional employees in the Fairfield school district who are not excluded from the purview of Sections 10-153a to 10-153n, inclusive, of the Connecticut General Statutes, who are employed in positions requiring an intermediate administrator or supervisor certificate, or the equivalent thereof, and whose administrative or supervisory duties shall equal at least fifty percent of the assigned time of such employee.

**ARTICLE III**

**AGENCY SHOP**

**Section 1**

Within thirty (30) days after employment, or the execution of this Agreement, whichever is later, all members of the bargaining unit shall have the opportunity to join the Association and execute an authorization permitting the deduction of union dues and assessments.

**Section 2**

Any member of the bargaining unit who has not joined the Association during such period, or having joined, has not remained a member, shall immediately execute an authorization permitting deduction of a service fee which shall be no greater than the proportion of union dues uniformly required of members to underwrite the costs of collective bargaining, contract administration and grievance adjustment. The Association shall be required to notify the school Board sufficiently in advance of issuance of the first employee paychecks of the amount of such service fee. It is understood that the payment of such sums shall not constitute an agreement to become a member of the Association.

**Section 3**

In the event that a member of the bargaining unit does not join the Association or pay the required service fee by the thirtieth (30th) day as required, that member shall be terminated. The Personnel Office shall institute the necessary procedures for termination provided the Association has complied with the following:

- (a) Sending written notice to the employee (copy to the Personnel Office) that he has not fulfilled his obligations by the requisite date or reasonable period of time thereafter, and that a request for his termination was being made to the Board.
- (b) By stating in the request for termination that such request is in conformance with the provisions of this Article that the employee has not complied with his obligations and that it is an official request of the Association.
- (c) As a condition of the effectiveness of this Article, the Association agrees to indemnify and save the Board harmless against any and all claims, demands, costs, suits or other forms of liability and all court or administrative agency costs that may arise out of, or by reason of, action taken by the Board for the purpose of complying with this Article.

**Section 4**

The Board shall deduct the service fee from the salary of non-members of the Association bi-weekly and remit the same to the Association treasurer.

## ARTICLE IV

### TRANSFER & ASSIGNMENTS OF ADMINISTRATORS

#### Section 1

- A. A transfer is a reassignment from one position to another (except a promotion) or from one location (home base) to another, a modification of a position or change or reclassification in the formula for determining position differentials. Any transfer shall be at the discretion of the Superintendent in the best interest of the school system.
- B. Transfers shall be made after staff has been made aware of opportunities which might exist for voluntary transfers and the meeting of requests and/or preferences of the individual staff member. It is recognized that some involuntary transfers are unavoidable and that frequent transfers can be disruptive to both the program and the individual.
- C. Any employee affected by a potential transfer will be provided an opportunity to discuss the transfer with the Superintendent (or designee) in advance of the decision.

#### Section 2

- A. If an involuntary transfer results in the administrator being placed into a lower administrator's category salary then he/she will be placed on the highest step of the appropriate degree column of the respective new administrator's salary schedule such that if possible one will make no less on a per diem basis than earned in the prior assignment from which reassigned.
- B. When it becomes necessary to transfer an administrator resulting in a diminished salary level, the Superintendent shall make reasonable effort to provide appropriate additional employment for the administrator to help mitigate the salary loss involved.
- C. No person shall be reduced in pay except for cause as set forth in the criteria listed in Section 10-151 of the Connecticut General Statutes.

## ARTICLE V

### REDUCTION OF ADMINISTRATIVE STAFF/ELIMINATION OF POSITION

It is understood that it is within the discretion of the Board of Education to reduce the educational program, curriculum, or staff. Further, it is understood that the Board of Education is committed to the policy of recruiting and retaining the best-qualified staff. The criteria used for the selection and retention of staff shall be those which permit the employment/retention of the best qualified.

If, in the Board's opinion, it is necessary to reduce the administrative staff within particular Administrative Classifications (Section F below), the following procedures will be followed:

- A. Should reduction be required, staff will be released within categories in the order listed below:
- a. Non-tenured staff
  - b. Tenured staff with Provisional Certificates
  - c. Tenured staff with Professional Certificate and less than ten (10) years of contractual service in the Fairfield Public Schools.
  - d. Tenured staff with Professional Certificate and ten (10) or more years of service in the Fairfield Public Schools.
- B. Where there are more individuals within the category than necessary to reduce, least senior administrators shall be terminated before more senior administrators, provided that those administrators remaining are, in the judgment of the Superintendent, the most qualified to perform the work available after the reduction. This shall be based upon the following criteria: education, certification, unique qualifications, salary status, and job description analysis.
- C. In determining those best qualified within a category, the following point system will be used:

Education:

has an undergraduate and graduate major directly related to the classification	10 points
has either an undergraduate or graduate major directly related to the classification	8 points
has a graduate or undergraduate minor directly related to the classification	6 points

Certification:

possesses a certificate valid for assignments other than classroom teaching and administration	5 points
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Unique Qualifications:

within the category, is uniquely qualified by training or experience (i.e., the only person in the category) to perform an existing assignment	20 points
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Salary Status:

Earned Doctorate	10 points
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7th Year	8 points
6th Year	6 points
Master's	4 points
Bachelor's	2 points

**Job Description Analysis:**

- a. The employee's immediate supervisor will complete an analysis of the extent to which the administrator successfully completes the requirements of the job description and the resulting impact on the quality of the instructional or non-instructional program. The Superintendent shall assign points under this Job Description Analysis as follows:

Not up to Fairfield Expectations	20 points
Up to Fairfield Expectation	0 points
Beyond Fairfield Expectations	+20 points
Greatly Beyond Fairfield Expectations	+45 points

- b. The category of "Not Up to Fairfield Expectations" will not be assigned to a staff member under any item in the job description unless the staff member has been previously made aware, formally or informally, of the concern by the immediate supervisor.
- c. Individuals may request a conference prior to the completion of the Job Description Analysis by the immediate supervisor at which at least the following might be accomplished: (a) the individual and the supervisor will discuss those persons to be "consulted" in the preparation of the Job Description Analysis; (b) the individual might provide the immediate supervisor with any information of which the supervisor might not be aware which is appropriate to the Analysis.
- d. Staff members may add comments at the bottom of the Job Description Analysis before it is submitted to the Superintendent if they feel the Job Description Analysis is not fully representative of their qualifications. The immediate supervisor shall review and comment upon any such addition.
- e. Job Description Analyses will be used only for the purpose of Reduction in Force.
- f. Reviews of point assignments will be undertaken by the Superintendent or designee where it is felt that there may have been an error in computation or in the assignment of points.
- g. In the event an administrator is displaced to an administrative classification with a salary lower than that which the displaced administrator previously enjoyed, such administrator's salary shall be 100% of the Administrator's salary in the first year of displacement; 50% of the difference in the salaries in the second year of displacement. After the second year, the Administrator shall receive the salary of the lower level administrator.

h. In the event an administrator is displaced to a teaching position, then, upon the happening of such event, the displaced administrator shall be paid a separation allowance. The separation allowance will be paid in ten (10) equal installments each year commencing on September 1st of the first school year of displacement and computed annually as follows: 100% of the Administrator's salary in the first year of displacement; 50% of the difference in the salaries in the second year of displacement. After the second year, the Administrator shall receive the salary of the teacher. The staff with the highest accumulation of points awarded will be retained and/or recalled first. In the event of a tie in the total number of accumulated points;

1. The employee with the greatest number of points under the Job Description Analysis shall be retained or recalled first.
2. In the event that there still exists a tie, the employee with the greatest number of years of Fairfield experience under contract in the Classification shall be retained or recalled first.
3. In the event that there still exists a tie, the individual with the greatest number of years under contract in assignments covered by this bargaining unit shall be retained or recalled first.
4. In the event that there still exists a tie, then the individual with the greatest number of years under contract in the Fairfield Public Schools shall be retained or recalled first.
5. In the event that there still exists a tie, then the Superintendent will make a recommendation to the Board of Education whose decision shall be final.

D. If, through the above process, an Administrator is subject to Reduction In Force, he/she will be offered an administrative opening, if one exists in any other classification of equal or lower salary, for which the individual is qualified.

E. Recall:

- a. Any administrator who, through this process, has been reduced in salary or separated from employment, shall be placed on a re-appointment list and shall remain thereon until re-appointment or for two (2) years, whichever shall first occur, provided such administrator does not refuse a re-appointment.
- b. Administrators shall be recalled to positions for which they are qualified based upon the points previously awarded under Paragraph C above. If re-appointment is offered and is refused, the administrator shall be removed from the re-appointment list.
- c. Individuals on the recall list shall be notified by certified mail of the offer of a position. Said notification shall be sent to the last known address of the individual.



- d. Notice of the acceptance of the offer must be made by certified mail addressed to the Superintendent of Schools and postmarked two weeks from the date of notification identified in Paragraph c. above.
  - e. An administrator's refusal to accept a position under the recall procedures when the position offered is less in full time equivalency (FTE) or lower salary classification than that held by the individual when separated, will not cause the individual's name to be removed from the recall list.
- F. Classifications referred to in Article V have a work year of 225 days and 23 vacation days. Five vacation days may be taken during the student year with the prior approval of the Superintendent or his/her designee:
- a. Headmaster (Category I)
  - b. Middle School Principal (Category II)
  - c. Elementary Principal (Category III)
  - d. High School Administrator for Pupil & Guidance Services and Secondary Curriculum Administrator (Category IV)
  - e. Housemaster (Category IV)
  - f. Assistant Principal (Category IV)
  - g. Curriculum Leader and Special Education Coordinator (Category V)
  - h. Athletic Director (Category VI)
- G. The work year of administrators must include all of the student and teacher days in each school year. Any exceptions to this policy shall be at the sole discretion of the Superintendent.
- H. Up to five (5) vacation days may be carried over into the next school year with prior approval of the Superintendent or his/her designee. Such days shall not be taken during the student year.

## ARTICLE VI

### VACANCIES

- A. When vacancies in administrative positions occur, notice will be posted throughout the district. Notice shall contain the qualifications in terms of education and experience necessary.

- B. Candidates are evaluated by the Superintendent. The Superintendent may seek qualified candidates outside the district; wherein the judgment of the Superintendent the qualifications of both outside and inside candidates are equal, preference shall be to qualified administrators of the school district.
- C. Any position which may be vacated temporarily by an administrator for a period, not to exceed a year, or where for an example the appointment may not exist beyond one year, then the administration may fill said assignment with an interim appointment.

## ARTICLE VII

### GRIEVANCE AND ARBITRATION PROCEDURE

#### Section 1. - Purpose

The purpose of this procedure is to secure at the lowest possible administrative level, equitable solutions to problems which may arise from time to time with respect to the provisions of this Agreement. Both parties agree that these proceedings shall be kept as informal and confidential as appropriate at any level of the procedure.

#### Section 2. - Definitions

- A. A grievance is a violation of the rights of employment allegedly caused by a misinterpretation, misapplication or inequitable application of the Collective Bargaining Agreement or Board of Education policy and the Memorandum of Understanding regarding "Reduction of Administrative Staff/Elimination of Position" dated December 12, 1989. A grievance may also include a claim of failure to follow the established procedures of evaluation programs, per §10-151b(a) of the Connecticut General Statutes.
- B. Administrator shall mean any certified professional employee member of this bargaining unit and may include a group of Administrators similarly affected by a grievance.
- C. "Days" when referred to in the time limits hereof, such shall mean days when schools are in session.

#### Section 3. - Informal

In an effort to resolve the issue, the individual (and/or representatives of the Association) who is aggrieved may discuss the matter informally with his or her immediate supervisor or the person whose decision or action gave rise to the grievance, who, for the purposes of this grievance procedure, shall be referred to as "supervisor". No formal written records are maintained at Section 3.

It is understood that the grievant has attempted to resolve the problem on his/her own before initiating the formal level.

#### **Section 4. - Formal**

Failing a resolution of the issue at the informal level in Section 3, the aggrieved individual shall file a written statement of the grievance within thirty (30) days of when the grievant knew or should have known of the act or acts or circumstances upon which the grievance is based with the Superintendent. The written statement will contain the following:

- A. A statement of the nature of the dispute.
- B. A citation of the specific contract or policy language alleged to have been violated (or past practice, policy, and regulation).
- C. A terse statement of what action has given rise to the grievance.
- D. A statement of what remedy the grievant is seeking.

#### **Step 1. - Superintendent's Level**

The Superintendent of Schools will schedule a meeting which will take place within five (5) days of receipt of the grievance. Effort will be made at the grievance meeting to resolve the differences between the parties to the dispute. If the grievant and/or The Association and Superintendent agree, however, a meeting may be waived. If a resolution is not possible, the Superintendent will issue a written decision on the matter within five (5) days of the meeting or receipt of the written grievance statement if no hearing is held.

#### **Step 2. - Board of Education Level**

If the aggrieved and/or The Association is not satisfied with the Superintendent's decision, he or she may, within five (5) days after the decision, submit the grievance for appeal to the Board. The Board shall, no later than its next scheduled meeting, or within fifteen (15) days, whichever occurs first, meet with the grievant and any representative of The Association for the purposes of hearing the grievance and making a determination in the matter. The Board shall render its decision and the reasons therefore in writing to the aggrieved person with copies to The Association within three (3) days after such meeting.

#### **Step 3. - Arbitration**

If The Association is not satisfied with the disposition of the grievance by The Board, it may, within ten (10) days of receipt of such Board decision submit the grievance to arbitration by filing a demand for arbitration with the American Arbitration Association and notifying the Board in writing. The Chairman of The Board and the President of the Association, or their designated representatives shall, within five (5) days after such written notice, jointly select a single arbitrator or request from AAA their listing of available arbitrators. If the parties are unable to agree upon an arbitrator, it is agreed that the selection of an arbitrator shall be determined by the then existing rules and regulations of the American Arbitration Association. The arbitrator shall be without power or authority to alter, amend, delete or disregard provisions of this Agreement, and the arbitrator shall

be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the provisions of the Agreement. The decision of the arbitrator shall be binding with regard to grievances claiming a misinterpretation, misapplication or inequitable application of the Collective Bargaining Agreement or the Memorandum of Understanding regarding "Reduction of Administrative Staff/Elimination of Position" dated December 12, 1989. For alleged misinterpretation, misapplication or inequitable application of policy, the decision shall be advisory unless the parties agree in writing beforehand that such decision shall be binding upon all parties of interest. The cost for the services of the arbitrator shall be borne equally by the Board and the Association. Nothing shall prevent either party from attempting to modify, vacate, or enforce such decision in court.

#### **Section 4. - General Provisions**

1. If possible, any grievance filed prior to June 1 should be processed within the current school year.
2. Time limits may be extended by mutual agreement, in writing, of the parties involved.
3. The term "Representative of The Association" shall be interpreted to include any representative who may be requested by the FSAA to participate.

### **ARTICLE VIII**

#### **LEAVES OF ABSENCE**

##### **Section 1. - General**

- A. Any tenured certified professional employee may be granted a leave of absence of up to two years without pay for the purpose of study, travel, service in an organization such as VISTA, or the Peace Corps, employment in a field, related to his/her teaching/administrative area, illness or other purpose as approved by the Superintendent.
- B. While on a leave the individual shall be allowed to maintain the prevailing insurance coverage of the Collective Bargaining Unit by paying an amount equal to such premiums to the Board of Education in four equal quarterly payments in advance.
- C. Any person on leave of absence, upon filing written notice of intent to return at least 120 calendar days prior to expiration of the leave shall be reinstated in a position in the Fairfield Public Schools comparable to that held at the time of granting of the leave. Every reasonable effort will be made to reinstate the individual in the position held at the commencement of the leave of absence. It is understood that the reinstatement of said person returning from the leave of absence may affect the employment status of other staff members in accordance with the requirements of the Connecticut General Statutes and the Separation and Recall Procedures of this Agreement.

## **Section 2. - Childrearing Leave**

- A. Any certified professional employee shall be entitled, upon written request submitted to the Superintendent of Schools, or designee, to an extended leave without pay for purposes of childrearing, apart from any period of childbirth disability leave with pay. Such employee shall be entitled to such leave for any school year, or reasonable requested portion thereof in which the child is born, adopted, or fostered, and for an additional school year if requested by the employee.
- B. Childrearing leave shall be subject to the following provisions:
  - 1. Employees requesting leave shall submit not less than thirty (30) calendar days written notice of the anticipated date of ending performance of duties.
  - 2. While on a leave the individual shall be allowed to maintain the prevailing insurance coverage of the Collective Bargaining Unit by paying an amount equal to such premiums to the Board of Education in four equal quarterly payments in advance.
  - 3. Any tenured certified professional employee on childrearing leave, upon filing written notice of intent to return at least 60 calendar days prior to expiration of the leave, shall be reinstated in a position in the Fairfield Public Schools, comparable to that held at the time of granting of the leave. Every reasonable effort will be made to reinstate the individual in the position held at the commencement of the leave of absence. It is understood that the reinstatement of said person returning from the leave of absence may affect the employment status of other staff members in accordance with the requirements of the Connecticut General Statutes and the Separation and Recall procedures of this Agreement.
  - 4. Non-tenured personnel on childrearing leave will be granted priority for a position in Fairfield Public Schools based upon certification. Every reasonable effort will be made to reinstate the person on leave of absence in the present position upon return.
  - 5. Personnel on childrearing leave who accept full-time employment or employment which approaches full-time may lose rights granted to this section at the discretion of the Superintendent. An individual coming under the provisions of this item is entitled to use of the grievance procedure.

## **Section 3. - Service in the Armed Forces**

The following regulations apply to an administrator in the employment of the Fairfield Board of Education who enters the Armed Forces of the United States during a national emergency:

- A. The same or a similar position in the school system upon his/her return from service.
- B. The salary upon renewal of service in the school system based upon the step in the salary schedule to which the administrator would have been entitled had he/she remained in continuous employment in the system.

- C. Credit for armed forces service time toward all seniority rights to which the administrator is entitled.
- D. An administrator who is under contract at the time of induction into the armed forces but who has not started in the system shall be placed at the head of the list of applicants for any vacancy for which he/she may be eligible at the time of his/her application for reinstatement.
- E. All applications for reinstatement under the above provisions shall be made within 90 days of termination of service in the Armed Forces of the United States.

#### **Section 4. - Sick Leave**

- A. All regular employees shall be allowed full days for absence due to personal illness not to exceed fifteen (15) days in each school year. Unused sick leave may be accumulated from year-to-year, provided, however, that the maximum of such accumulation shall not be more than one hundred and fifty (150) days. Notwithstanding the foregoing, any administrator who, prior to July 1, 1993, has accumulated in excess of one hundred and fifty (150) days, may retain and use such excess days, but shall not accrue any new sick days until such excess sick days have been exhausted. A doctor's certificate must be presented in the case of any absence due to illness over ten consecutive school days.
- B. Notwithstanding the foregoing limitations, the Superintendent may allow sick leave with full pay according to the following guidelines:
  - i. Up to thirty (30) additional days for employees with one to five years service with the Fairfield Board of Education.
  - ii. Up to sixty (60) additional days for employees with five to ten years of service with the Fairfield Board of Education.
  - iii. Up to ninety (90) additional days for employees with ten or more years of service with the Fairfield Board of Education.
  - iv. The Board of Education may allow any administrator or supervisor with more than five years of service with the Fairfield Board of Education additional sick leave with pay equal to the difference between the regular salary of such administrator or supervisor and the pay of his/her substitute.

#### **Section 5. - Permissible Absence**

- A. In case of death in the family or immediate household of any regular employee, such employee shall be entitled to leave with full pay for not more than five days.
- B. Up to five days in each school year may be allowed with pay for such absences which, in the opinion of the Superintendent of Schools, are considered unavoidable and reasonable,

including the observances of major religious holidays. One of these days, may be taken as a private day, with no restrictions to when the day may be taken.

- C. Up to three additional days may be allowed for causes which, while not unavoidable, are deemed important and reasonable by both the employee and the Superintendent of Schools. These three days may be made available to the employee with pay equal to the difference between the regular salary and the pay of the substitute. Such absences are to be exclusive of allowable sick leave.
- D. Any salary deduction shall be calculated on a per diem basis.

### **Section 6. - Jury Duty**

- A. All administrators shall fully utilize the exemption from jury duty provided them under Connecticut General Statutes and if called for jury duty shall provide the Superintendent with documentation of their effort to claim the exemption so that the Superintendent may take all steps necessary to support the exemption.

## **ARTICLE IX**

### **PROFESSIONAL GROWTH**

Administrators have an obligation to maintain the qualifications for their assignment through applicable professional growth. In recognition of the professional contributions to the Fairfield Public School System, and as a means of enhancing professional growth and the educational program of the Fairfield Public School System, the Board agrees to reimburse (subject to prior approval by the Superintendent) members of this Unit for the reasonable expenses of college or university tuition, conference attendance and workshop registration. The Board may also grant leaves of absence for the purpose of professional growth for a maximum of one (1) year subject to mutually agreed upon compensation and fringe benefits. At the expiration of this professional growth leave of absence, the administrator shall be reinstated in a position, similar in responsibilities and equivalent in salary (including any new increment or salary adjustment) to that held by the individual at the time the leave was granted.

The administrator shall report to his/her immediate supervisor, prior to July 1 of each year, on all professional growth activities taken during the year.

## **ARTICLE X**

### **PAYROLL DEDUCTIONS**

- A. In addition to those payroll deductions required by law, all deductions currently made will continue according to the practice of the parties.

- B. All requests for deductions must be in writing on approved, authorized forms, executed by the individual administrator.
- C. Deduction changes in kind or amount shall be made by the Board upon proper authorization and only upon no less than thirty (30) days notice.

## ARTICLE XI

### SALARIES

#### Section 1

Schedules A, B and C attached hereto reflect salary rates by which all administrators shall be paid during the applicable fiscal years.

#### Section 2

- A. Employees shall advance or not each year by one step on the salary schedule in effect until reaching step 6, in accordance with the distribution set forth (or to be set forth) in the respective salary schedules.

#### Section 3

- A. All members shall be placed on the appropriate step in the salary schedule in accordance with their degree status.
- B. Any member who is promoted will not take a decrease in per-diem pay if the new position begins at a lower pay. The individual will be placed on the step within the new salary schedule which is equal to or higher in per-diem pay than his or her per-diem pay in the most previous position. The individual will progress along the new schedule in accord with past practice.

#### Section 4

Recognition for Advance Study

- A. An employee who can provide satisfactory evidence that he/she has earned 30 graduate credits in an approved program beyond a Certification of Advance Study shall be paid an additional \$2,000 beyond that identified in the schedule. Effective July 1, 1995, new hires who wish to qualify for this stipend must have earned the graduate credits in an approved doctoral program. The individual will receive the additional stipend for a maximum of a five (5) year period after which the individual moves to the doctoral column if the degree has been earned. Otherwise, the individual will return to the original base salary.
- B. An employee who can provide satisfactory evidence that he/she has earned a Doctoral Degree in an accredited program from an approved university shall be paid an additional \$4,000 beyond that identified in the schedule.



**ARTICLE XII**

**BENEFIT PROGRAMS**

**Section 1 - Health Insurance**

The Board agrees to offer the following health insurance coverage for all eligible employees and families including eligible dependents. If the employee elects coverage under the PPO Plan, the Employee will pay 20% of the total premium rate; effective July 1, 2013, the employee will pay 21% of the total premium rate; and effective July 1, 2014, the employee will pay 22% of the total premium rate. If the employee elects coverage under the HMO, the employee will pay 18% of the total premium rate; effective July 1, 2013, the employee will pay 19% of the total premium rate; and effective July 1, 2014, the employee will pay 20% of the total premium rate. Any employee electing coverage under the Rx Drug Plan, will pay the same premium cost share as in effect for the PPO. Any employee electing coverage under the dental plan will pay 18% of the total premium rate. Any such employee electing coverage under the dental plan who was first employed as an administrator on or after July 1, 1997, will pay 20% of the total premium rate for the dental plan. If the Board implements a self-insured insurance plan, the premium cost share will be based on the allocation rate. If it is an insured plan, the premium cost share will be based on the fully equivalent rate.

A. The medical insurance co-pays for PPO & HMO services shall be as follows:

<b><u>Co-Pays</u></b>	<b><u>July 1, 2012</u></b>	<b><u>July 1, 2013</u></b>	<b><u>July 1, 2014</u></b>
Home and Office	\$20	\$25	\$25
Specialist	\$25	\$30	\$30
Emergency Room	\$75	\$75	\$75
Hospital	\$150	\$150	\$150
Urgent Care	\$50	\$50	\$50

- B. Medical insurance plan to have prescription co-pays of \$15 generic, \$25 brand, list and \$40 brand, non-list, and 1x mail order for 90 day supply, mandatory generic unless designated dispense as written co-pays.
- C. Full pay dental with rider, additional basic benefits administered by the dental carrier.
- D. A long term disability insurance for the employee providing sixty (60) percent of their respective salary after a one (1) year waiting period. Benefits payable will be for sickness and accident to age 65, rights of survivorship, and primary social security leveled at time of disability.

- E. Each administrator must certify annually on a form provided by the Board as to the dependent status of those enrolled in any of the Board's insurance programs, as well as provide information as to any qualifying events affecting eligibility.
- F. The Board may implement a comprehensive plan as an alternative to, and not in lieu of, the PPO plan; and effective July 1, 2011, may also implement an HSA plan as another voluntary alternative to, and not in lieu of, the PPO plan. Details, such as the deductibles and co-insurance, and the premium cost share of the comprehensive or HSA plan shall be as determined by the Board. Participation by an administrator in the PPO plan, the comprehensive plan or HSA shall be entirely at the option of the administrator.

### **Section 2 - Health Insurance Cost Containment**

- A. Administrators must request physicians to specify medications by their generic titles as approved by the Food and Drug Administration in order to qualify for the prescription drug rider.
- B. Recovery Incentive Program - Administrators are encouraged to scan their hospital bills for overcharges and shall be paid 25% of all monies recovered.
  - 1. Notwithstanding the above, administrators may elect to waive, in writing, all health insurance coverage provided for under this contract, and in lieu thereof, may receive an annual payment of seven hundred and fifty dollars (\$750.00) in cash. Payment to those employees waiving such coverage shall be made in June.
  - 2. Notice of intention to waive insurance coverage must be sent to the Superintendent or his designee not less than ninety (90) calendar days before such waiver is to take effect, subject, however, to any regulations or restrictions which may be prescribed by the appropriate insurance carriers.
  - 3. Any administrator may elect to resume board-provided insurance coverage upon written notice to the Board of Education. Upon receipt of such notice, insurance coverage shall be reinstated as soon as possible, subject, however, to any regulations or restrictions, including waiting periods, which may then be prescribed by the appropriate insurance carriers.

### **Section 3 - Health Insurance Upon Retirement**

Upon retirement, the Board agrees to offer staff members the option to be covered under the current hospital and medical/surgical plans. Group rate premiums are to be paid quarterly in advance. Retired employees may also continue to be covered by the Major Medical insurance plan. Major Medical Premium payment is due quarterly.

Upon retiring on or after July 1, 1993, administrators with sufficient quarters to qualify for automatic Medicare Part A coverage at age 65 will be covered with medical insurance as required by Connecticut State Statute with costs borne by the employee. This medical coverage will include a Medicare carve out. The Medicare carve out will be designed to coordinate with Medicare in order

to provide a similar benefit to those enjoyed by active employees. The Medicare carve out will assume that plan participants are covered by Medicare Parts A and B and these are primary to the Board's medical insurance even in the event that the participant does not take Medicare Part A and Part B.

#### **Section 4 - IRS Section 125 Plan**

The Board of Education will implement an IRS Section 125 Plan, applicable to premium cost share, dependent care and un-reimbursed medical expenses.

#### **Section 5 - Term Life Insurance**

Each certified employee shall be provided with life insurance in a principal amount equal to two and one half times the staff member's annual contracted salary.

### **ARTICLE XIII**

#### **SEVERANCE UPON RETIREMENT**

In recognition of faithful service to the school district as an administrator, the following severance pay program will be available upon one's retirement from the Fairfield Public Schools and Connecticut's public school employment.

#### **Section 1. - Eligibility**

- A. An active administrator employed in the administrator's bargaining unit prior to July 1, 1993 and retiring from the Connecticut State Teachers' Retirement System and actually collecting said retirement within a one-year period from retirement from the Fairfield Public Schools.
- B. Notice of one's intention to retire under this plan shall ordinarily be filed at least nine months prior to one's last day of employment in the Fairfield Public Schools.

#### **Section 2. - Formula**

- A. The normal severance payment shall be determined by the following formula:  $60\% \times \text{Per Diem} \times \text{Months Per Year} \times \text{Years of Administrative Service}$ .

#### **Per Diem**

The rate of annual salary in one's last full school year of Fairfield employment divided by the total number of days contracted for employment. This is the annual salary as defined under the Connecticut State Teachers' Retirement System, which means the amount paid for services as specified in the contract. It does not include amounts paid for extra duty assignments, unused sick leave, unused vacation, or terminal pay.

### Months Worked Per Year

This is the total number of months contracted for 1992-93 school year of administrative services in the Fairfield Public Schools.

### Years of Administrative Service

This is the total number of years of administrative service in the Fairfield Public Schools within a position represented by this bargaining unit up through the 1992-93 school year.

- B. Upon qualifying for maximum retirement benefit as defined by the State Teachers' Retirement System, the individual's severance payment shall be established. No additional severance credit will accrue for employment beyond this date.

### **Section 3. - Yearly Payment**

Employee will have the option of requesting two, three or four equal payments.

Said arrangements will be confirmed when filing the application for severance and one's notice of intent to retire.

### **Section 4. - Date of Payment**

The individual will have the opportunity to receive the payment(s) in the month of July following one's retirement, or, the option of receiving payment(s) in the first month of the following calendar year.

### **Section 5. - Survivorship Payment**

Payments go to designated beneficiary in case of death. Such beneficiary will be noted on the application at the time an individual files for participation in the severance pay program. Should the beneficiary desire to adjust receipt of payment to other alternatives noted above, such right shall be granted.

### **Section 6. - Annuity**

- A. Employees who are employed in the administrators' bargaining unit prior to July 1, 1993 shall be paid an annuity contribution of \$1,250 each year, paid to a qualified annuity fund designated by the employee from an approved list of funds as determined by the Board. Said annuity contribution shall be forwarded to the designated annuity prior to December 31, yearly. Employees employed in the administrators' bargaining unit on or after July 1, 1993, and before July 1, 1995, shall be eligible for a \$1,000 per annum annuity contribution commencing with the first day of the fourth year of their employment in the Fairfield Public Schools within a position represented by the administrators' bargaining unit. Employees employed in the administrators' bargaining unit on or after July 1, 1995, shall not be eligible for the annuity contributions referenced in this section.

- B. Notwithstanding the foregoing provision, employees who are currently on the maximum step of the 2001-2002 salary schedule shall receive a one-time contribution in the amount of \$2,000 to his/her annuity prior to December 1, 2002.

#### ARTICLE XIV

##### WORK YEAR

- A. If any administrator's work year is increased beyond that which is currently in effect, by state regulation or state statute, the rate of pay for said additional time shall be negotiated between the Board of Education and the Fairfield Association of School Administrators. If impasse is reached, a resolution of the issue shall be determined by arbitration under the rules and procedures established by the American Arbitration Association. In reaching his decision, the arbitrator shall utilize the criteria provided in Connecticut General Statute Section 10-153(f)(c)(4).
- B. Work year for each administrator is defined in Article V, Section F.

#### ARTICLE XV

##### ADMINISTRATOR FILES

Official administrator files, wherever kept, shall be maintained under the following conditions:

- A. Administrators shall have the opportunity to review and discuss their observation and evaluation with their supervisors. Administrators shall have the right to receive copies of their individual evaluations. The supervisor may acknowledge that he has read such material by affixing his signature on the actual copy to be filed, with the understanding that such signature merely signifies that he has read the material to be filed and does not necessarily indicate agreement with its content.
- B. The supervisor shall have the right to answer any material filed, and the answer shall be attached to the file copy.
- C. Upon appropriate request by the supervisor, he shall be permitted to examine his files.
- D. The supervisor shall be permitted to reproduce any material in his files within five calendar days of his request at his own expense.
- E. Material will be removed from the files when an Administrator's claim that it is inaccurate or unfair is sustained by the Superintendent, Board, Arbitrator, Labor Board, or Court.

**ARTICLE XVI**

**MID-CONTRACT NEGOTIATIONS**

If, pursuant to the terms of this Agreement or order of the State Labor Relations Board, the parties are required to negotiate any issue during the life of this Agreement, and have reached impasse in such negotiations, any unresolved issue(s) shall be submitted to binding arbitration pursuant to Connecticut General Statutes per Step 3 of the Grievance Procedure by either party within five (5) days after written declaration of impasse is presented to either party by the other. The costs of the arbitration shall be equally borne by the parties.

**ARTICLE XVII**

**NO STRIKE**

No Administrator shall engage in a strike or concerted refusal to render services. The Association shall not cause, counsel, sponsor, condone or participate in any strike or concerted refusal to render services.

**ARTICLE XVIII**

**GENERAL SAVINGS CLAUSE**

If any provisions of this Agreement or any application thereof to any administrator or group of administrators is found contrary to law, then such provision or application will be invalid and subsisting only to the extent permitted by law; however, all other provisions or applications will continue in full force and effect.

**ARTICLE XIX**

**MISCELLANEOUS**

**Inclement Weather Closing:** When school is closed due to inclement weather, administrators may work from home rather than report to their respective assignments. Such days shall not be charged to vacation or personal days.

**ARTICLE XX**

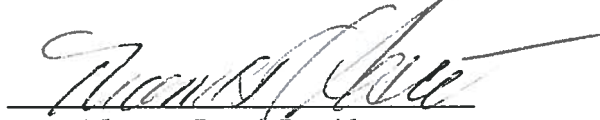
**DURATION**

The provisions of this Agreement shall be in full force and effect as of July 1, 2012 and shall continue to remain in full force and effect until June 30, 2015. Negotiations for successor Agreements shall be in accordance with statutory requirements.

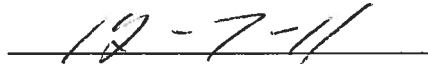
**SIDE LETTER OF UNDERSTANDING I**

The Fairfield Board of Education and the Fairfield Schools Administrators' Association agree that to eliminate the accrued severance liability set forth in ARTICLE XIII of the Collective Bargaining Agreement between the parties, the Fairfield Board of Education shall pay out said accrued severance on an individual basis over a period of years and in amounts to be agreed upon by the parties unless sooner paid out in full upon the retirement of the administrator. It is further understood and agreed to by the parties, that the Fairfield Board of Education shall have the right to suspend an annual pay out, or portion thereof, in the event of budgetary constraints.

FAIRFIELD SCHOOL ADMINISTRATORS' ASSOCIATION

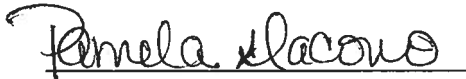


Thomas Pescé, President

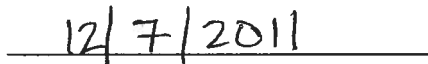


Date

FAIRFIELD BOARD OF EDUCATION



Pamela Iacono, Chairman



Date

**SCHEDULE A**

**2012-2013 FAIRFIELD SCHOOL ADMINISTRATION SALARIES**

**CATEGORIES**

SV - +\$2,000

DR - +\$4,000

**The parties shall submit the issue of distribution of the 1.75% total increase inclusive of increment to mid-term binding arbitration in accordance with Connecticut General Statutes §10-153f(e.)**



**SCHEDULE B**

**2013-2014 FAIRFIELD SCHOOL ADMINISTRATION SALARIES**

**CATEGORIES**

SV - +\$2,000  
DR - +\$4,000

**The parties shall submit the issue of distribution of the 1.75% total increase inclusive of increment to mid-term binding arbitration in accordance with Connecticut General Statutes §10-153f(e.)**

**SCHEDULE C**

**2014-2015 FAIRFIELD SCHOOL ADMINISTRATION SALARIES**

**CATEGORIES**

SV - +\$2,000  
DR - +\$4,000

**The parties shall submit the issue of distribution of the 1.75% total increase inclusive of increment to mid-term binding arbitration in accordance with Connecticut General Statutes §10-153f(e.)**

## IMPORTANT PHONE NUMBERS

Human Resources	(203) 255-8462
Payroll	(203) 255-8386
Insurance	(203) 255-8381
Certification Board	(860) 566-4561
Retirement Board	(860) 566-5285
Fairfield/Bridgeport Teachers' Credit Union	(203) 576-0554
Town of Fairfield Credit Union	(203) 256-3133

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