

AGREEMENT
BETWEEN
DANBURY BOARD OF EDUCATION
AND
DANBURY SCHOOL ADMINISTRATORS ASSOCIATION
2014-2017

Preamble

This Agreement by and between the DANBURY BOARD OF EDUCATION (hereinafter referred to as the "Board") and The Danbury School Administrators Association, Connecticut Federation of School Administrators (hereinafter referred to as the "Association") is the result of an Arbitration Award issued in accordance with Connecticut General Statutes, § 10-153f.

ARTICLE I

GENERAL

A. This Agreement is negotiated pursuant to applicable provisions of the General Statutes in order (a) to fix for its term the salaries and other conditions of employment provided herein, and (b) to encourage and abet effective and harmonious working relationships between the Board and Professional Staff Members in order that the cause of public education may be best served in Danbury.

B. The Board and the Association recognize the importance of orderly, just and expeditious resolution of issues which may arise out of those provisions of this Agreement dealing with salaries and conditions of employment and, accordingly, agree herein upon a grievance procedure for the effective processing of such disputes, which procedure is hereinafter fully described.

C. The Board and the Association accept the provisions of this Agreement as cooperative commitments which they will in good faith honor, support and seek to fulfill, subject to the financial ability of the respective parties to perform under the provisions of governing law.

D. The Board and the Association recognize the importance of responsible participation by the entire Professional Staff in the educational process, planning, development and growth. To this end they agree to maintain communication to inform about programs, to guide in development and to assist in planning and growth either by committee, individual consultation or designated representatives.

E. Subject to applicable provisions of the General Statutes, the Board agrees not to negotiate with any administrators organization other than the Association for the duration of this Agreement. Except for such negotiations, the Board shall be free to communicate with administrators or their representatives, or any other persons, individually or by group, for whatever purpose the Board may seem desirable in the discharge of its responsibilities.

F. Although reference is made to the Board or the Association as such, each reserves the right to continue to act as a whole, by committee, by designated

representatives or by individual member. Designated representatives may be professional and not necessarily of the membership. Each party will provide to the other, upon request, satisfactory evidence or documentation (such as minutes or resolutions) of authority to act.

G. This Agreement shall constitute the policy of the Board and the Association in the subject areas covered by the Agreement for the duration of this Agreement unless changed by mutual consent of the parties to this Agreement. Such mutually consented to change shall be in writing. Previously adopted policies, rules or regulations in conflict with this Agreement are superseded by this Agreement.

However, nothing in this Agreement which changes pre-existing Board policy will have retroactive applicability or operation.

H. Subject to the provisions of this Agreement, the Board and the Superintendent reserve and retain full rights, authority and discretion, in the proper discharge of their duties and responsibilities, to control, supervise and manage the School Department of the City of Danbury and its professional staff under governing law, ordinances, rules and regulations - Municipal, State and Federal. In all matters under this Agreement calling for the exercise of judgment or discretion on the part of the Board, the decision of the Board shall be final and binding, except where some standard of grievability is set forth in this Agreement and may apply.

I. Nothing in this Agreement shall in any way limit or contravene the authority of any Municipal, State or Federal board, commission, agency or other governmental body.

J. The Superintendent and the President of the Association or their respective representatives shall meet at least once a month during the school year to discuss matters of educational policy as well as matters which fall within the scope of this Agreement.

K. (1) During the terms of this Agreement, the Association agrees that neither the Association nor any Professional Staff Member shall be in an effort to effect a settlement of any disagreement with the Board engage in any strike or concerted refusal to render service.

(2) During the term of this Agreement, the Board agrees that neither it nor any of its employees shall cause the Professional Staff Member of this unit to be prevented from carrying out their assigned duties, by unilaterally closing the schools.

L. All Articles and sections contained in this Agreement shall be implemented without regard to any basis prohibited by law.

ARTICLE II
RECOGNITION

A. For the purposes of negotiations concerning salaries and all other conditions of employment pursuant to applicable provisions of the Connecticut General Statutes, the Board hereby recognizes the Association as the exclusive representative for the following certified professional employees of the Board who shall comprise the bargaining unit of administrators covered by this Agreement.

B. The following employees of the Board are excluded from the bargaining unit described in A above: the Superintendent of Schools; associate Superintendent(s); assistant Superintendent(s); certified professional employees who act for the Board in negotiations with certified professional personnel or who are directly responsible to the Board for personnel relations or budget preparation; employees of the Board not specifically included in the unit described in A hereof; and all non-certified employees of the Board.

C. The Association agrees to represent equally all members of the bargaining unit described in A above without regard to membership or participation in or association with the activities of the Association or any other employee organization, and to continue to admit Professional Staff Members to membership without qualification other than their employment by the Board in a bargaining unit position and their tendering of the dues uniformly required as a condition of retaining membership in the Association.

(1) The term "Professional Staff Member" as used in this Agreement means Administrators, with the understanding that only Administrators are covered by and have rights under this Agreement.

(2) The term "Superintendent" as used in this Agreement is hereby defined to mean the Superintendent of the Danbury Public Schools and/or his or her designee(s).

ARTICLE III
APPENDICES

All appendices attached to this Agreement are included as a part of this Agreement and are considered to have the same status as if they were included in the main body of the Agreement.

ARTICLE IV

ADMINISTRATOR DUTIES

A. Personnel covered by the Administrative Salary Schedule shall work at their assigned duties on a schedule which shall be determined individually by the Superintendent and the administrator. It is recognized that the proper performance of these duties may require more than normal working hours. In light of this responsibility, administrators shall not engage in athletic coaching or in leading co-curricular activities within the school district, provided that administrators engaged in such activities before July 1, 2013 may continue in such capacity.

ARTICLE V

ASSIGNMENT OF PERSONNEL

A. Administrators. (1) Administrators shall receive their initial assignment from the Superintendent's office after approval by the Board.

(2) Administrators already in the system shall receive their assignment for the ensuing work year not later than June 1 of the then current work year from the Superintendent's office after approval by the Board, or as soon thereafter as practicable.

ARTICLE VI

TRANSFER OF PROFESSIONAL STAFF MEMBERS

A. Definitions

(1) Assignment shall mean an administrator's position within:

- a) A building, for building based positions
- b) A program, for program based positions

(2) Transfer shall mean movement from one building to another, or from one program to another.

B. Voluntary Transfers. Administrators who desire to transfer to another building shall file a written statement of such desire with the Superintendent by March 1.

C. Involuntary Transfers. (a) Administrators being involuntarily transferred will be transferred to a comparable position as far as is reasonably possible.

(b) An involuntary transfer will be made only after a meeting between the Administrator involved and the Superintendent, at which time the

Administrator will be notified in writing of the reasons for transfer. The recommendation on all transfers rests with the Superintendent.

(c) Transfer determinations will be made according to the best interest of the Danbury Public Schools.

D. General. Notice of transfer shall be given to the Professional Staff Member as soon as practicable and under normal circumstances, not later than June 1.

ARTICLE VII

REDUCTION IN STAFF

A. The Board recognizes that in meeting its statutory obligations to maintain good public elementary and secondary schools it must provide certified staff in such numbers as to meet the educational interests of the State and City of Danbury. However, recognizing that it may become necessary to reduce the number or type of staff positions under certain conditions, this Article will provide a fair and orderly process to govern the necessary reduction.

B. The Board shall have the sole and exclusive prerogative to eliminate staff positions consistent with the provisions of state statute. Elimination of staff positions may result from decrease in student enrollment, revisions in curricula, program modifications, consolidation of existing positions or other circumstances determined by the Board.

C. If the Board is contemplating a reduction in staff, it will so notify the Association. At the time of notice to the Association, the Board shall provide to the Association the specific positions to be affected, the proposed time schedule and the reasons for the action.

(1) Prior to the commencing action to terminate contracts, the Board will consider its ability to effectuate position elimination and/or reduction in staff through:

- (a) voluntary retirements
- (b) voluntary resignations
- (c) transfer of existing staff members
- (d) voluntary leaves of absence

(2) In the event that the Board decides to terminate Professional Staff Members, the Board will take into account the following criteria when determining the qualifications of those employees under consideration for termination:

- (a) area of certification

- (b) length of service in Danbury
- (c) evaluations
- (d) needs of the system

After the above criteria have been taken into account the Board may consider additional criteria based upon the needs of the school system as determined by the Board. Nothing herein will be construed as to limit the Board's rights under Section 10-151 (a) and (b) of the General Statutes.

(3) If a contract is terminated because of elimination of position, the name of that person shall be placed on a reappointment list and remain on such list for a period of three years. If a comparable position, in both salary, responsibilities and certification, and within the same or lower tier as indicated in Appendix C-2, becomes vacant during such period, the Superintendent must select a person on the recall list by applying the criteria in Section C(2) above, including the needs of the school system as there defined. The individual will be notified in writing by registered mail, sent to the last address the individual has supplied (on the appropriate form) to the Personnel Office at least thirty (30) calendar days prior to the anticipated date of re-employment. The individual shall accept or reject the offer of appointment in writing within ten (10) calendar days after receipt of such notification. If the individual rejects the appointment offer or does not respond according to this procedure, that name will be removed from the recall list. The provisions of this Article will not apply to any person whose contract has been terminated because of elimination of position should he or she take a comparable position in any other public school system during the three (3) year period immediately following termination.

(4) All accrued benefits to which a Professional Staff Member was entitled at the time of lay-off, including seniority rights, will be restored to the Professional Staff Member upon his or her return.

(5) All vacancies in bargaining unit positions will be filled in compliance with the procedures set forth in this Article.

ARTICLE VIII

PROMOTION TO BARGAINING UNIT POSITIONS

- A. This Article includes all positions within the bargaining unit.
- B. Vacancies in positions covered by this Article which are caused by death, retirement, discharge, resignation, or by the creation of a new position shall be filled pursuant to the following procedure:

(1) Such vacancies shall be adequately publicized, both within and outside the system, including a notice posted on the district website as far in advance of the date of filling such vacancy as possible (at least two [2] weeks in advance).

(2) Said notice of vacancy shall clearly set forth the qualifications for the position.

(3) Administrators who apply for vacancies under this Article shall file their application in writing with the person specified and within the time limit provided in the posted notice.

(4) Such vacancy shall be filled on the basis of qualification for the vacant post.

ARTICLE IX

PROTECTION OF PROFESSIONAL STAFF MEMBERS

A. Professional Staff Members shall report immediately in writing to their supervisor and/or to the Superintendent all cases of alleged assault suffered by them in connection with their employment.

B. Each report shall be transmitted by the Superintendent to the Board. Any reasonable request from the Professional Staff Member for information possessed by the Board and not privileged under law, shall be provided to the Professional Staff Member involved in the incident.

C. The Board agrees to provide legal counsel to defend any Professional Staff Member in any action arising out of any claim, demand, suit or judgment by reason of alleged negligence or other act resulting in accidental bodily injury to or death of any person, or in accidental damage to or destruction of property, within or without the school building, providing such Professional Staff Member, at the time of the accident resulting in such injury, damage or destruction, was acting in the discharge of his or her duties within the scope of his or her employment or under the direction of the Board. This provision shall be implemented in accordance with and subject to the limitations of Conn. Gen. Stat. § 10-235.

D. If criminal or civil proceedings are brought against a Professional Staff Member alleging that he or she committed an assault in connection with his or her employment, and if the Professional Staff Member chooses to provide his or her own counsel and the Professional Staff Member prevails in the proceedings, then the Board shall reimburse the Professional Staff Member for reasonable counsel fees incurred by him or her in defending the proceeding, in accordance with Connecticut Statutes, Chapter 170, Section 10-235.

E. Whenever a Professional Staff Member is absent from school as a result of personal injury compensable under Connecticut Workers' Compensation Laws, and caused by an assault arising out of and in the course of his or her employment, he or she shall be paid his or her full salary for the period of such absence for up to one calendar year 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 workers' 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 Professional Staff Member examined by a physician designated by the Board for the purpose of establishing the length of time during which the Professional Staff Member is temporarily disabled from performing his or her duties; and, in the event that there is no adjudication in the appropriate workers' compensation proceeding for the period of temporary disability, the opinion of the said physician as to the said period shall control.

F. If any Professional Staff Member is assaulted while acting in the discharge of his or her duties or within the scope of his or her employment or under the direction of the Board or its designee, in accordance with Conn. Gen. Stat. Section 10-236a the Professional Staff Member shall not forfeit any sick leave or personal leave for any absence arising out of or from such assault.

G. The Professional Staff Member has the right to expect the student to know and follow school rules, respect the rights of others, comply with school authority and be diligent in his or her studies.

H. No professional staff member shall be suspended or given a written reprimand without just cause.

ARTICLE X

LEAVES OF ABSENCE

A. Sick Leave. (1) (a) Definition of Sick Leave Day. A sick leave day is hereby defined as a day of absence from work, without loss of pay, necessitated by the personal illness or injury of the Administrator.

(b) Administrators issued Contract A are entitled to a maximum of fifteen (15) sick leave days in each work year. Unused sick leave shall be accumulated from year to year, so long as the Administrator remains continuously in the services of the Board, and as authorized by the Board, up to but not in excess of one hundred fifty (150) working days.

(c) Administrators issued Contract B shall be entitled to a maximum of sixteen (16) sick leave days in each year. Unused sick leave shall be accumulated from year to year, so long as the Administrator remains continuously in the

service of the Board, and as authorized by the Board, up to but not in excess of one hundred sixty (160) working days.

(d) Administrators issued Contract C shall be entitled to a maximum of seventeen (17) sick leave days in each year. Unused sick leave shall be accumulated from year to year, so long as the Administrator remains continuously in the service of the Board, and as authorized by the Board, up to but not in excess of one hundred seventy (170) working days.

(e) Professional Staff members shall be allowed to utilize five (5) days of sick leave without loss of pay during his/her respective work year for illness within the administrator's immediate family. Immediate family is defined as per Article X (E)(1).

(2) Professional Staff Members whose respective schools are closed by order of the Health Officer or the Superintendent shall not lose pay thereby and such absence shall not be charged to sick leave.

(3) In the event of absence of a Professional Staff Member for illness, for reasonable cause the Board may require that the Administrator provide a written statement from his/her physician explaining the reason for the absence(s) or that the Board provide an examination by an independent physician at the Board's expense.

(4) Professional Staff Members who have been absent because of illness or injury may be required to submit a doctor's certificate of fitness to return to work before resuming their duties. The Board shall pay any cost incurred by the Professional Staff Member and not covered by insurance for any examination required pursuant to this provision.

(5) Leave of absence for ill health not to exceed two (2) years may be granted, without pay, by the Board, such leave being subject to the regulations regarding retirement. By accepting a leave, the Professional Staff Member agrees that he/she has a duty to notify the Director of Personnel in writing by March 1 of his/her intent to return to active employment for the subsequent school year. Failure to comply with this condition shall constitute resignation of employment.

(6) No Professional Staff Member shall be absent from duty except for personal illness or emergency unless permission shall have first been obtained from the Superintendent. In all cases of illness or injury the Professional Staff Member shall notify the Superintendent at once in order that a proper substitute may be provided. No substitute shall be provided except by authorization of the Superintendent, nor shall the substitute be paid by anyone other than the Board.

(7) The Board recognizes that there are times when a serious and prolonged illness, or an accident which incapacitates for an extended period of time, will cause a Professional Staff Member to exhaust all accumulated sick leave. Individual

hardships may ensue. In such instances, when requested, the Superintendent together with representatives of the Association will review the circumstances of the case and submit a recommendation to the Board for its consideration and action.

B. Sabbatical Leave. (1) A "sabbatical leave" is hereby defined as a leave of absence at a rate of one-half the Professional Staff Member's normal salary in the year prior to the leave year, granted or denied to a Professional Staff Member at the discretion of the Board, for a period not to exceed one normal work year, for the purpose of pursuing an educationally oriented endeavor pursuant to a planned program approved by the Superintendent and the Board and of benefit to both the Professional Staff Member and the system.

(2) Requests for sabbatical leave must be received by the Superintendent in writing in such form as may be required under normal circumstances no later than December 31 of the year preceding the school year in which the sabbatical is requested. It is understood that the deadline of December 31 may be waived at the discretion of the Superintendent when fellowships, grants or scholarships, awarded later in the year, make such a deadline unreasonable.

(3) Eligibility to Apply. Professional Staff Members shall be eligible to apply for sabbatical once after at least seven (7) consecutive full school years of active service in the Danbury School system. Eligibility to apply for a second sabbatical would require a lapse of another seven (7) year period of employment with the Board measured from the date on which the first sabbatical ended.

(4) The total compensation received by the Professional Staff Member for the leave period from any program grant, scholarship, assistantship and the sabbatical leave pay received from the Board shall not exceed the Professional Staff Member's full annual salary rate for the normal work year preceding the leave. Therefore, the sabbatical leave pay received from the Board will be reduced by an amount equaling the excess of the total compensation over such Professional Staff Members' salary. For purpose of this section, "full annual salary rate" shall be defined as that salary from which Professional Staff Member's contributions to the Connecticut Teacher's Retirement System are deducted.

(5) The Professional Staff Member agrees to return to employment in the Danbury School System for two (2) full years immediately following the leave. In the event such a contract is not kept the Professional Staff Member agrees to reimburse the Board fully for all sabbatical payments. In addition, upon return the Professional Staff Member shall submit to the Superintendent a report of activities in which he or she engaged during the leave and how the Professional Staff Member intends to apply his or her experiences gained on leave to the teaching program. The nature of the report shall be mutually agreed upon by the Professional Staff Member and the Superintendent prior to the leave.

(6) Professional Staff Members returning from sabbatical shall be placed on the appropriate step in the salary schedule as though such leave had not occurred. The sabbatical shall not affect total length of service nor accrual of seniority toward longevity benefits.

(7) While on sabbatical Professional Staff Members shall be entitled to receive all health and insurance benefits provided by this Agreement.

C. Convention, Conferences and Observation Leaves. (1) When it is evident that convention or conference attendance or the observation of an activity in another school building or school system will contribute to the effectiveness of the instructional program, the Superintendent, with reasonable limitations as to time and number of individuals involved, may grant convention or conference leaves, or permission to observe an activity in another school building or school system to the Professional Staff Member without loss of pay.

(2) The Board agrees to reimburse all Professional Staff Members attending a convention or conference, or observing activities in another school system when reimbursement is approved by the Superintendent and is within budgetary allocations established for this purpose.

D. Personal Leave. (1) The Professional Staff Member with at least thirty (30) months of continuous service with the Danbury Public Schools and/or with tenure shall be permitted to take up to three (3) days of leave with salary, annually, for the conduct of the following matters of personal concern that cannot be conducted during non-school hours, such as:

- a. absence required for legal matters (e.g. subpoena, house closing).
- b. graduation of a member of the immediate household.
- c. an emergency over which the Professional Staff Member has no control.

Professional Staff Members not on tenure with less than thirty (30) months of continuous employment with the Danbury Public Schools shall be permitted to take two (2) school days of leave with salary, annually, for the conduct of such matters that cannot be conducted during non-school hours. An additional one (1) day of personal leave may be granted to such Professional Staff Members for the birth or adoption of their child. A request for such leave shall be made in writing to the Superintendent.

(2) Application for leave shall be made as far in advance as is practicable and, except for emergency, shall be made at least forty-eight (48) hours prior to the date of the leave, and shall state the reason for such leave.

(3) A request for personal leave, with salary, for the day before or for the day immediately following a holiday or school recess will be considered only in an emergency. The nature of the emergency must be outlined in the request. The request shall be subject to the approval of the Superintendent.

In unusual circumstances, the Superintendent may waive the limiting provisions of this section.

E. Bereavement Leave. (1) If explicitly reported, absence of a Professional Staff Member due to the death of a wife, husband, parent, parent-in-law, child, brother, sister, step-child, or member of the immediate household, shall be permitted without loss of pay, or deduction from sick leave or personal leave. Such absence shall not exceed five (5) days for each such death.

(2) Subject to the conditions outlined in Section E (1), one (1) day of absence shall be allowed for the death of an uncle, aunt, nephew, niece, first cousin, grandparent, grandchild, brother-in-law or sister-in-law. One additional day may be granted where required for travel to the funeral.

F. Military Leave. Professional Staff Members who are members of a State or National Reserve component shall be entitled to up to fourteen (14) calendar days of leave with pay to serve with said component with pay equal to the difference between the Professional Staff Member's normal pay and compensation for such services, provided:

(1) Such service is rendered during the school year.

(2) Proof from the branch of the service involved must be submitted in writing to the Superintendent stating that such service cannot be rendered at any other time.

(3) The leave shall not be deducted from sick leave or from personal days.

If such a Professional Staff Member is called to active duty, his or her family shall be permitted to continue in the group health insurance plan during the period of active duty on the same basis as the family of a Professional Staff Member who is actively employed.

G. Leave for Official Association Duties. (1) When it is necessary for official representatives of the Association to engage in Association activities directly relating to the Association's duties as representatives of the Professional Staff Members, they shall be given such free time, without loss of pay or sick leave, as is necessary to perform any such activities. The Association and its officers recognize and agree that this privilege should not be abused.

(2) Application for such leave shall be made in writing to the Superintendent as far in advance as practicable and ordinarily at least forty-eight (48) hours. Such leave will not be deducted from sick leave.

(3) The Board reserves the right to withdraw this privilege when in the opinion of the Superintendent there is sufficient evidence of abuse. Such judgment will not be made arbitrarily, capriciously, or without rational basis in fact.

H. Maternity Leave. (1) Childbirth Leave. Medical disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery therefrom shall be treated as temporary disabilities for all job-related purposes. Policies involving commencement and duration of leave, the availability of extension, the accrual of seniority and other benefits and privileges, protection under health or temporary disability insurance plans, and payment of sick leave shall be applied to disability due to pregnancy or childbirth on the same terms and conditions as they are applied to other temporary medical disabilities.

(2) Childrearing Leave. The Professional Staff Member may apply for and may be granted a leave of absence for the purpose of childrearing after the birth or adoption of the child.

(a) The Professional Staff Member must apply for such leave at least sixty (60) days prior to the anticipated commencement of such leave. In the event there is a material change in circumstances, said Professional Staff Member may withdraw the request for such leave at any time prior to its commencement.

(b) The leave may extend for the remainder of the school year in which the child is born or adopted. An administrator wishing to extend the leave beyond the end of the school year in which the leave commences shall apply in writing for an extension for the ensuing school year. If the administrator wishes to extend said leave for a second year, application shall be made in writing. Such applications shall be filed by July 1, except that, as to a child born after May 30, a request for extension of leave shall be timely if filed by August 1.

(c) There shall be no compensation during this leave period.

(d) No experience on the salary schedule shall be granted during this period of leave.

(e) Credit toward accrual of experience or longevity shall not be granted for this period of leave.

(f) Sick leave not used during childbirth leave shall be restored upon return to the system.

(g) By accepting a leave, the Professional Staff Member agrees that he/she has a duty to notify the Director of Personnel in writing by March 1 of his/her intent to return to active employment. Failure to comply with this condition shall constitute resignation of employment. A Professional Staff Member returning to work after an approved leave longer than the year of the birth and one additional year shall be assigned a position in his/her area of certification, but shall not be guaranteed return to the position that he or she left to take leave.

I. Other Leaves. (1) A Professional Staff Member may be granted leave for one (1) day, without loss of salary, for participating in his or her own commencement exercises.

(2) A Professional Staff Member may be allowed leave without loss of salary, for the observance of religious holidays of his or her sect or group. Such leave is not to exceed three (3) days per school year. In unusual circumstances, the Superintendent may waive the limiting provisions of this section.

(3) A Professional Staff Member may be allowed leave, without loss of salary, to begin programs of study which result from foundation or scholarship grants and which necessitate personal presence in advance of the close of the school year. If the foundation or grant provides for a stipend in excess of the cost of tuition, books, lodging, meals, and travel his or her per diem contracted salary shall be proportionately reduced for those days of approved leave.

J. Extended Personal Leaves. A Professional Staff Member may, at the discretion of the Board, be granted an unpaid leave of absence for a period of up to one school year. Written applications for such leaves shall be filed with the Personnel Director by July 1st preceding the year of the proposed leave. By February 1st of the year prior to expected return from the leave, the Professional Staff Member shall notify the Personnel Director of his/her intention to return. Failure to provide such notification in timely fashion shall constitute a resignation.

A Professional Staff Member returning from such leave shall be reemployed in a position for which he/she is certified and qualified and shall be compensated at the same salary step as he/she occupied before the leave. No benefits shall be provided during such a leave.

K. Unauthorized Leaves. No Professional Staff Member shall be absent except for reasons stated in this Article.

L. When leave provided to an administrator is qualified leave under the Family and Medical Leave Act, any available FMLA leave shall run concurrently with such leave under this Agreement.

ARTICLE XI

GRIEVANCE PROCEDURE

A. Purpose. (1) 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 Professional Staff Members. Both parties agree that these proceedings shall be kept as informal and confidential as may be appropriate at any level of the procedure.

(2) Nothing herein contained shall be construed as limiting the right of any Professional Staff Member having a grievance or dispute to discuss the matter informally with any appropriate member of the administration.

B. Definitions. (1) A "grievance" is hereby defined to mean:

(a) a complaint beyond the first level, by a Professional Staff Member, or a group of Professional Staff Members based upon an alleged violation of or variation from the provisions of this Agreement, or the interpretation, meaning or application thereof, or

(b) that the Board failed to act in good faith in exercising its judgment or discretion as provided for in this Agreement -- i.e., that it acted arbitrarily, capriciously or without rational basis in fact, or

(c) that the Association has acted unreasonably in withholding its approval where called for under this Agreement.

(2) An "aggrieved person" is a person or group of persons making such a complaint.

(3) A "party in interest" is a person or group of persons (including the Board or any of its representatives) who might be required to take action or against whom action might be taken in order to resolve the complaint.

C. Procedure. (1) Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.

(2) In the event a grievance is filed on or after June 1, which if left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school term or as soon thereafter as is practicable.

(3) Level One. (a) A Professional Staff Member with a complaint shall first discuss it with his or her immediate supervisor and/or principal, either directly or with the Association's School Representative, with the objective of resolving the matter informally.

(b) Beyond Level One all complaints are considered grievances and must be presented through the Committee on Professional Rights and Responsibilities.

(4) Level Two. (a) In the event that the aggrieved person is not satisfied with the disposition of his or her complaint at Level One, or in the event that no decision has been rendered within ten (10) school days after presentation of the complaint, he or she may file a grievance in writing with the Chairperson of the Committee on Professional Rights and Responsibilities (hereinafter the Committee on PR & R) within five (5) school days after the decision at Level One or fifteen (15) school days after the complaint was presented, whichever is sooner. Within five (5) school days after receiving the written grievance, the Chairperson shall refer it in writing to the Superintendent.

(b) The Superintendent shall represent the Board 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 person and Association representative in an effort to resolve it.

(c) If a Professional Staff Member does not file a grievance in writing with the Chairperson of the Committee on PR & R and the written grievance is not forwarded to the Superintendent within forty-five (45) school days after the Professional Staff Member knew, or should have known, of the act or condition on which the grievance is based, then the grievance shall have been waived. A dispute as to whether a grievance has been waived under this paragraph shall be subject to mediation pursuant to Level Four.

(5) Level Three. In the event that the aggrieved person is not satisfied with the disposition of his or her 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 the grievance in writing with the Chairperson of the Committee on PR & R within five (5) school days after a decision by the Superintendent, or fifteen (15) school days after he or she has first met with the Superintendent, whichever is sooner. Within five (5) school days after receiving the written grievance, the Chairperson of the Committee on PR & R shall refer it to the Board. Within ten (10) school days after receiving the written grievance, the Board shall meet with the aggrieved person and the Committee on PR & R for the purpose of resolving the grievance. The ultimate decision on the grievance at Level Three shall, however, be rendered by no fewer than six (6) members of the Board.

(6) Level Four. (a) In the event that the aggrieved person is not satisfied with the disposition of his or her grievance at Level Three, or in the event no decision has been rendered within ten (10) school days after he or she has first met with the Board, he or she may, within five (5) school days after a decision by the Board or fifteen (15) school days after he or she has first met with the Board, whichever is sooner, request

in writing that the Committee on PR & R to submit his or her grievance to arbitration. If the Committee on PR & R determines that the grievance is meritorious, it may by written notice to the Board submit the grievance to arbitration within fifteen (15) school days after receipt of a request by the aggrieved person. The decision to submit the grievance to arbitration must be the responsibility of the PR & R Committee.

(b) Within ten (10) school days after written notice to seek arbitration has been given to the Board, the Association shall submit a Demand for Arbitration to the American Arbitration Association in Hartford. Selection of an arbitrator shall be in accordance with the Voluntary Rules for Labor Arbitration of the American Arbitration Association.

(c) The arbitrator so selected shall confer with representatives of the Board and the Committee on PR & R and hold hearings promptly and unless extended by mutual agreement, shall issue his or her decision not later than thirty (30) 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 to him or her. The arbitrator's decision shall be in writing and shall set forth his or her findings of fact, reasoning and conclusions on the issues submitted. 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 terms of this Agreement, nor can he or she add to, subtract from or modify any terms of this Agreement, establish or change any salary rate or job classification. The decision of the arbitration shall be submitted to the Board and to the Association, and, subject to law, shall be final and binding, provided that the arbitrator shall not usurp the functions of the Board or the proper exercise of its judgment and discretion under law and this Agreement.

(d) The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel and subsistence expenses, shall be borne equally by the Board and the Association.

(7) Rights of Professional Staff Members to Representation.

(a) No reprisals of any kind shall be taken by any party of this Agreement against any party in interest, any witness, any member of the Committee on PR & R or any other participant in the grievance procedure by reason of such participation.

(b) Any party in interest may be represented at all stages of this grievance procedure by a person of his or her own choosing. When a Professional Staff Member is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of this grievance procedure.

(8) Miscellaneous. (a) If, in the judgment of the Committee on PR & R, a grievance affects a group or class of Professional Staff Members, the Committee on PR & R may submit such grievance in writing to the Superintendent directly and the processing of such grievance shall be commenced at Level Two. The Committee on PR &

R may process such a grievance through all levels of the procedure even though the aggrieved persons do not wish to do so.

(b) Decisions rendered at Level Two and Three of the grievance procedure shall be in writing setting forth the decision and the reasons therefor and shall be promptly transmitted to all parties in interest and to the Chairperson of the Committee on PR & R. Decisions rendered at Level Four shall be in accordance with the procedures hereinbefore set out therefor.

(c) Forms for filing and processing grievances and other documents necessary under the procedure shall be those agreed upon by the Superintendent and the Association and given appropriate distribution so as to facilitate operation of the grievance procedure. All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

ARTICLE XII

POLICIES AND REGULATIONS

A. At the start of each school year a complete copy of all Board policies and administrative procedures as accepted to date shall be available online. Other copies shall be available at the Superintendent's office. Any Professional Staff Member is free to consult an available copy of the policies.

B. All Professional Staff Members shall, at the start of each school, have available to him or her a complete copy of all administrative rules and regulations pertaining to their particular school. These policies, rules and regulations shall be available online or otherwise as the Superintendent may determine.

ARTICLE XIII

HEALTH INSURANCE AND RETIREMENT BENEFITS

A. The Board shall provide insurance benefits to those who are eligible for such benefits under the terms and conditions set forth in this Collective Bargaining Agreement as follows.

Benefits provided under this Article shall be effective during the period of this contract for all Administrators returning and from the first day of work until the end of this contract for Administrators employed after the effective date of this contract.

The Board will comply with all applicable State Statutes regarding insurance coverage for Administrators.

B. The Board shall provide the following health and insurance benefits for the individual Administrator or, where applicable, the family:

- (1) The insurance plan provided under the prior collective bargaining agreement shall continue through August 31, 2014. Effective September 1, 2014, the terms of such plan shall include:

High Deductible Health Plan with Health Care Savings Account

Annual Deductible

Single Coverage	\$2,000
Family Coverage	\$4,000

There shall be a 90% employer/10% employee co-insurance for in-network claims above the annual deductible for total out-of-pocket co-insurance maximums as follows:

	<u>2014-2015</u>	<u>2015-2016</u>	<u>2016-2017</u>
Single Coverage	\$250	\$375	\$500
Family Coverage	\$500	\$750	\$1,000

Health Savings Account Employer Contributions:

	<u>2014-2015</u>	<u>2015-2016</u>	<u>2016-2017</u>
Single Coverage	\$1,400	\$1,200	\$1,000
Family Coverage	\$2,800	\$2,400	\$2,000

Such employer contributions for active employees shall be made as follows:

September 1, 2014:	100%
September 1, 2015:	50%
March 1, 2016:	50%
September 1, 2016 and thereafter:	25% per quarter

There shall be a 70%/30% coinsurance for out-of-network claims to a \$4000/\$8000 out-of-pocket limit.

Unit members not eligible to participate in the plan above shall be eligible for a similarly-designed HDHP with a Health Reimbursement Account.

- (2) For the duration of this Agreement, Term Life Insurance shall be provided by the Board, to be equal to one and one-half (1 1/2) times the Administrator's total annual salary.

Total annual salary is defined as "that salary from which retirement contributions are deducted"

(3) Dependent Term Life Insurance:

(a) Spouse - \$2,000

(b) Children - \$1,000 (six [6] months to age twenty-one [21]; \$100 (fourteen [14] days to six [6] months).

(4) Survivor's Insurance -- the designated beneficiary of a deceased Administrator will receive \$200 per month for two (2) years plus \$100 per month for eight (8) years.

The specifics as outlined by master policy.

(5) Long Term Disability Insurance will be provided to members of the bargaining unit.

(a) Sixty percent (60%) of salary, not to exceed \$7,000 per month, for Administrators who suffer a long term disability. This insurance will become effective after ninety (90) calendar days of disability or when accrued sick leave in excess of ninety (90) calendar days is exhausted.

(b) The specific benefits provided are as defined in the master policy.

(6) Dental Coverage- A plan substantially equal or better in coverage than the coverage plan in place during 2009-2010.

The specific benefits provided for the individual Administrator or, where applicable, the family, including dependents to age nineteen (19), dependent students to age twenty-five (25) are as follows:

Preventive - 100% of charges incurred

Routine - 80% of charges incurred

Major - 60% of charges incurred

Maximum coverage - \$1,500 annually

Orthodontics - 50%

Orthodontics Maximum - \$1,000 lifetime

Individual Deductible - \$150

Family Deductible - \$300

(7) Premium Cost Sharing:

The Board shall pay eighty-five percent (85%) of the cost of premiums (or premium equivalent) for the coverages set forth in this paragraph B above for Administrators in 2014-2015. The Board shall pay eighty-four percent (84%) of the cost of premiums (or premium equivalent) in 2015-2016. The Board shall pay eighty-three (83%) of the cost of premiums (or premium equivalent) in 2016-2017. Participating employees shall pay the balance of such cost through payroll deduction.

C. The Board shall provide the following additional health benefits:

- (1) Annual flu shots
- (2) Tine Test
- (3) Hypertension Test

D. Whenever an Administrator is absent from school as a result of personal injury compensable under the Connecticut Workers' Compensation laws and caused by an accident (other than an assault) arising out of and in the course of his or her employment, he or she may elect to charge all or part of such absence during the period of temporary disability due to the accident to the sick leave days to his or her credit. If he or she elects payment, he or she shall receive the pay to which he or she is entitled less any workers' compensation award made for the temporary disability. In the absence of such election his or her sick leave credits shall not be reduced by any compensation payments. Acceptance of sick leave payments shall constitute election to charge the absence for such period to the sick leave days to his or her credit.

E. All certified Administrators retiring from employment as such with the Board shall be allowed to purchase health insurance in accordance with statute, Conn. Gen. Section § 10-183t as it may be amended from time to time.

F. Those who work less than one-half (1/2) time are not eligible for benefits provided in this Article.

G. The Board may change the carrier for the insurance plans above, provided that the new plan is substantially equal to or better in coverage, benefits and function to members of the bargaining unit. The Association shall be consulted regarding any proposed insurance carrier change. Any dispute regarding "substantially equal" shall be resolved through the grievance procedure at the Arbitration Level, prior to implementation

of any such change. In any event no change in carrier for the specific type of coverage will be made more frequently than once during the life of this Agreement.

H. Retirement Notice – Any Administrator who formally notifies the Board of Education in writing of his/her intent to retire at the conclusion of a particular school year by April 15 of that year shall continue to receive all insurance benefits set forth in this Article through August 31 of his/her retirement year.

I. The parties agree that the provisions of this Article concerning health insurance plan design and premium cost-sharing shall be subject to reopener negotiations in accordance with Conn. Gen. Stat. § 10-153f(e), which shall commence at the written request of either party at any time after thirty days following the issuance of a final arbitration award between the Board of Education and NEA-Danbury.

ARTICLE XIV

SALARIES

A. Salary Payments.

(1) Administrators issued Contract A may elect to accept their salary payments in twenty-one (21) or twenty-six (26) payments.

(2) Administrators issued Contract B may elect to accept their salary in twenty-four (24) or twenty-six (26) equal payments.

(3) Administrators issued Contract C will be paid in twenty-six (26) payments.

(4) Unless otherwise informed by August 15, the payroll department will issue payments in the same number as the previous year.

B. The Board hereby agrees to use the present salary forms.

C. The Salary Program of this section applies to all Professional Staff Members.

D. Credit for Military Service. Any Professional Staff Member may apply for military credit in achieving placement on the salary schedule. Military credit of one (1) year shall be granted for twelve (12) months military service, two (2) years for twenty-four (24) months or more continuous military service. The maximum credit applicable is two (2) years. No partial credits are applicable. The military service may have occurred at any time prior to or during employment in the Danbury School System. No credit shall be allowed toward longevity benefits as covered in F. below.

E. A hold harmless benefit dependent on the total length of service as a Professional Staff Member in the City of Danbury School System shall be added to the

annual salary for administrators paid on Schedule C-2 as set forth thereon. Hold harmless benefits shall commence in September of the year following attainment of the specified number of years of service.

(1) Approved leave (except Sabbatical Leave) shall not count as accrued time in obtaining longevity.

(2) Military leave granted to regularly employed Professional Staff Members shall count toward accrued time in obtaining longevity.

F. Professional Staff Members newly hired to the system are effectively employed and entitled to salary after attendance at the first scheduled meeting or exercise of the current school year calendar.

G. Professional Staff Members who continue in the employ of the Board from the previous fiscal year are effectively employed as of July 1st of the new fiscal year and shall be credited with salary adjustments or movement for which they are eligible in years in which step movement is negotiated.

H. Any Professional Staff Member on a leave of absence with or without pay shall continue on the payroll at the salary step existent at the start of the leave. Adjustments in step and salary will be made as necessary when the leave is concluded.

I. In order to assure that the placement of personnel employed in new positions in the school system bears an appropriate relationship to the salaries and conditions of employment of other staff members, it is agreed that as a new Professional Staff Member position is established for the employment of certificated professional personnel, the Board and/or the Superintendent shall negotiate with the proper committee of the Association on the establishment of the salary and other conditions of employment for such position.

J. In the event of any change or reclassification by the Board of an administrative position, or in the event of any transfer or reassignment, the Professional Staff Members affected thereby shall be paid the salary called for in the new position, so long as it does not result in a reduction in pay, provided that in the event of transfer or reassignment by reason of discontinuance of a position on any grounds under present Connecticut General Statutes 10-151(b), the Professional Staff Members affected thereby shall be paid the salary called for in the new position, whether or not a reduction. The issue of competence or proper qualifications as aforesaid shall be specifically subject to the grievance procedure provided herein.

K. In order to advance from one Step on the Salary Schedule to the next higher Step in years in which step movement is negotiated, the Administrator's performance in the immediate preceding year must have been evaluated as at least "Proficient" and the Administrator must have worked at least ninety (90) days during the immediate preceding year as scheduled unless specifically provided elsewhere in this Agreement.

L. Administrative Salaries.

(1) Maximum differentials, type of contract, and holiday and vacation allowances for administrative positions covered by this Agreement as set forth in Appendix C. Administrators entitled to hold harmless benefits are set forth in Appendix A.

(3) In departments where there is a Coordinator, the duties of the department chairperson will be carried out by the Coordinator.

(4) Hold harmless increments are not included in the differential for the position. They are added to the salary which results from the procedure outlined above.

(5) Positions may be added or removed by the Board so long as other provisions of this Agreement are followed.

(6) The rate of advancement toward maximum salary and the amount of annual salary adjustment for personnel covered by this program shall be acted upon annually by the Board based upon recommendations submitted by the Superintendent. The Superintendent shall be guided in his or her recommendation by the competency and performance of each individual in his or her position. Satisfactory service shall enable persons holding Contracts B or C to reach maximum in five (5) years or less except that this period shall be extended by an additional year whenever no step movement is negotiated.

Satisfactory service shall enable persons holding Contract A to reach maximum in two (2) years.

(7) A person entering an administrative position shall negotiate with the Superintendent and the Board for his or her starting salary. If the person is a Teacher in the Danbury system, the starting salary shall be higher than his or her salary as a Teacher and in the direction of maximum as outlined in this Agreement.

(8) When a Professional Staff Member is requested in writing by the Superintendent to work beyond the time stipulated in his or her contract, he or she shall be paid on a pro-rata basis.

M. Termination of Employment Before the End of the School Year. In the event employment of a Professional Staff Member is terminated for any reason, the salary payable shall be determined as follows:

(1) Determine the number of work days that would normally accrue to the Professional Staff Member for a full schedule.

(2) Determine the number of school days worked or the sum of school days worked and days of approved leaves of absence with pay.

(3) Form a ratio of these numbers with (a) as the denominator and multiply this ratio by the contract rate of pay. The resulting product is the total salary to be paid, through the termination. All salary paid to the Professional Staff member during the work year shall be subtracted from the amount, and the resulting difference shall be the balance of pay owed to the terminated Professional Staff Member.

(4) In no instance can this sum exceed contract salary.

N. (1) Professional Staff members covered by contract A shall be compensated at a per diem rate for every day added to the school calendar over 191 days. For purposes of making salary adjustments for unpaid leave or when an administrator begins employment after the beginning of the work year or terminates employment before the end of the work year, the per diem rate shall be determined by dividing the total annual salary by 191.

(2) Professional Staff members covered by contract B shall be compensated at a per diem rate for every day added to the school calendar over 206 days. For purposes of making salary adjustments for unpaid leave or when an administrator begins employment after the beginning of work year or terminates employment before the end of the work year, the per diem rate shall be determined by dividing the total annual salary by 206.

(3) Professional staff members covered by contract C shall be full-year employees and shall work the same number of days as Central Office administrators (approximately 225 days depending upon the calendar). For purposes of making salary adjustments for unpaid leave or when an administrator begins employment after the beginning of the work year or terminates employment before the end of the work year, the per diem rate shall be determined by dividing the total annual salary by 225.

(4) There shall be a presumption against administrators taking vacation during the last week of school and the following week and during the two weeks before the start of the school year, provided that individual vacation days may be taken with the approval of the Superintendent.

ARTICLE XV

TUITION PAYMENTS

The Board agrees to provide tuition reimbursement for course work and study in all courses required by the Board exclusive of certification needs. Reimbursement shall be 100% of the cost for tuition.

ARTICLE XVI

SALARY DEDUCTIONS

A. (1) Conditions of Continued Employment. All Professional Staff Members employed by the Danbury Board of Education shall, as a condition of continued employment, join the Association or pay a service fee to the Association. Said service fee shall be equal to the proportion of Association dues uniformly required of members to underwrite the costs of collective bargaining, contract administration, and grievance adjustment.

(2) Members. All Professional Staff Members who elect to join the Association shall sign and deliver to the Association, if they have not already done so, an authorization for the payroll deduction of membership dues of the Association. Professional Staff Members authorization for dues deduction will be in writing on the form as set forth in Appendix D. Said authorization shall continue in effect from year to year unless such Professional Staff Member shall notify the Board and the Association in writing not later than thirty (30) days prior to the commencement of the school year. If said notice is timely delivered, it shall mean that in the coming school year said Professional Staff Member shall pay the service fee as described in Section A. (1) above in accordance with Section A. (3) below.

(3) Non-Members. For those Professional Staff Members who have not joined the Association and delivered said authorization card by the second Wednesday in September of the first year of this contract, the Board agrees to deduct the annual service fee from their salaries through payroll deduction. The amount of said service fee shall be certified by the Association to the Board not later than thirty (30) days prior to the commencement of the school year.

(4) Subsequent Employment. Those Professional Staff Members commencing employment after the date of execution of this contract shall, within thirty (30) days of such commencement, sign and deliver to the Board an authorization card as described in Section A. (2) of this Article or fall under the provisions of Section A. (3) of this Article after such thirty (30) days.

(5) Resignations, Retirements, Leaves. If during the school year a Professional Staff Member resigns, retires, receives a leave, or has his or her employment terminated, the balance of the annual dues or service fee shall be deducted from his or her final paycheck.

(6) Forwarding of Monies. The Board agrees to forward to the Association each month all monies deducted that month for local dues and local service fee deduction. The Board further agrees to send each month all monies deducted during that month for Association service fee deduction to the Association.

(7) Lists. No later than the first paycheck in October of each school year, the Board shall provide the Association with a list of all Professional Staff Members of the Board and the positions held by said employees. The Board shall notify the Association monthly of any changes in said lists.

(8) The right to refund the Professional Staff Members' monies deducted from their salaries under such authorization shall lie solely with the Association. The Association agrees to reimburse any employee for the amount of any dues deducted by the Board and paid to the Association, which deduction is by error in excess of the proper deduction, and agrees to hold the Board harmless from any claims of excessive deduction.

(9) The Association shall indemnify and save the Board and/or the town harmless against all claims, demands, suits, or other forms of liability, which may arise by reason of any action taken in making deductions and remitting the same to the Association pursuant to this Article.

B. Payroll deductions shall be provided for Association members for homeowners and automobile insurance policies with the agency to be designated by the Association.

These policies can be changed only for the following reasons:

- (1) To change coverage -- must be done prior to August 15.
- (2) Sale of property/automobile.
- (3) Purchase of new property/automobile.

C. The Board shall be held free and harmless from any liability in handling Association dues, payroll deductions, annuity deductions and any other deductions, authorized under the appropriate receiving agency, and may require a release from the Association.

D. The Board and the Association will annually review no later than April 30, the provisions of the Tax Sheltered Annuity Programs, which shall be jointly developed.

All changes in Tax Sheltered Annuity Programs must be done prior to July 15 for September 1st and prior to January 1 for changes effective February 1.

ARTICLE XVII

NEGOTIATION OF SUCCESSOR AGREEMENT

A. All negotiations of a Successor Agreement are subject to the provisions of Chapter 166, Section 10-153a through 153g of the General Statutes. The Board and the Association agree to initiate negotiations over a Successor Agreement in a good faith effort

on both sides to reach continuing agreement not only on salaries and other conditions of employment but on other matters of personnel policy and relationships which may then be of mutual concern and interest. Any agreement so negotiated shall apply to all members of the bargaining unit and shall be reduced to writing and signed by the parties.

B. During negotiations, the Board and the Association shall present relevant data, exchange points of view, and make proposals and counter-proposals. Each party shall make available to the other, upon request, information within its possession which is not privileged under law and which is relevant to the subject under discussion. Either party may, if it so desires, utilize the services of outside consultants and may call upon professional and lay representatives to assist in the negotiations.

C. If the negotiations described in Section A of this Article reach an impasse, the procedures set forth in the Connecticut General Statutes shall be followed with respect to those matters of salary and other conditions of employment covered by the Act.

ARTICLE XVIII

THE CONSULTATION PROCEDURE

It is recognized by the Board and the Association that all situations and developments could not be anticipated at the time of negotiations of this document. To achieve rapport between the Board and the Association it is agreed that there shall be periodic informal meetings held between the negotiating groups of each organization. Such meetings shall be requested by the Association or the Board as deemed necessary by either party. In the event situations or developments indicate that the strict letter of this document cannot be adhered to and a change in the existing agreement is deemed necessary by the Board or the Association, then in such event the Board and the Association agree to the following procedure:

(1) If a proposal is initiated by the Association, it shall be submitted in writing with the request for a meeting to the Board, who shall acknowledge receipt within five (5) days thereafter and a committee designated by the Board shall meet with the Association to discuss the proposal within fifteen (15) days thereafter. If as a result of this meeting or subsequent meetings arranged to the mutual satisfaction of the Association and the Committee of the Board, agreement is reached on the proposal, it shall be presented to the Board and the Association as a joint recommendation of the Committee and the Association. If the Board rejects the joint recommendation of the Committee and the Association, the Association shall have the right to negotiate the proposal with the Board as set forth in Paragraph (3) below.

(2) If the proposal is initiated by the Board, the Board shall submit the same in writing to the Association, which shall acknowledge receipt within five (5) days thereafter and meet with a committee of the Board to discuss the proposal within fifteen (15) days thereafter. If as a result of this meeting or subsequent meetings arranged to the mutual satisfaction of the Committee of the Board and the Association, agreement is reached on the proposal, it shall be presented to the Board and the Association as a joint

recommendation of the Committee and Association. If the Association rejects the joint recommendation of the Committee and the Association, the Board shall have the right to negotiate the proposal with the Association as set forth in Paragraph three (3) below.

(3) Any proposal approved by both the Board and the Association shall be reduced in writing, signed by the Board and the Association, and shall become an addendum or an amendment to the existing agreement when appropriate.

ARTICLE XIX

DURATION

The provisions of this Agreement shall be effective as of July 1, 2014 and shall continue and remain in full force and effect until June 30, 2017.

In the event that the Board and Association fail to secure a successor agreement prior to the termination of this Agreement the terms of this present Agreement will be extended and remain in effect until such time as a new Agreement is signed.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals of the day and year first above written.

DANBURY BOARD OF
EDUCATION

DANBURY SCHOOL
ADMINISTRATORS ASSOCIATION

By: _____

By: _____

Its Chairperson

Its President

Date: _____

Date: _____

APPENDIX A

2014-2015 Salary Schedule					
<u>Position</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>
High School Principal	136,364	140,582	144,930	149,412	154,033
Middle School Principal	125,552	129,434	133,437	137,564	141,819
Elementary School Principal	114,699	118,246	121,904	125,674	129,561
ACE Principal	114,699	118,246	121,904	125,674	129,561
Associate Principal	124,841	128,771	132,702	136,863	141,024
Director	119,797	123,502	127,322	131,258	135,319
Athletic Director	112,150	115,618	119,193	122,881	126,682
Assistant Principal/Humanities Curriculum Administrator/STEM Curriculum Administrator, ELL & World Language Coordinator	112,150	115,618	119,193	122,881	126,682
Coordinators/Administrators/Supervisors	107,527	110,853	114,281	117,815	121,459
Special Education Director	136,364	140,582	144,929	149,411	154,033
REACH/Endeavor	97,301	100,308	103,412	106,610	109,907

Any administrators not on the maximum step for his/her position shall advance one step in 2014-15.

2015-2016 Salary Schedule					
<u>Position</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>
High School Principal	139,773	144,097	148,553	153,147	157,884
Middle School Principal	128,691	132,670	136,773	141,003	145,364
Elementary School Principal	117,566	121,202	124,952	128,816	132,800
ACE Principal	117,566	121,202	124,952	128,816	132,800
Associate Principal	127,962	131,990	136,020	140,285	144,550
Director	122,792	126,590	130,505	134,539	138,702
Athletic Director	114,954	118,508	122,173	125,953	129,849
Assistant Principal/Humanities Curriculum Administrator/STEM Curriculum Administrator, ELL & World Language Coordinator	114,954	118,508	122,173	125,953	129,849
Coordinators/Administrators/Supervisors	110,215	113,624	117,138	120,760	124,495
Special Education Director	139,773	144,097	148,552	153,146	157,884
REACH/Endeavor	99,734	102,816	105,997	109,275	112,655

Any administrators not on the maximum step for his/her position shall advance one step in 2015-16.

2016-2017 Salary Schedule					
<u>Position</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>
High School Principal	143,267	147,699	152,267	156,976	161,831
Middle School Principal	131,908	135,987	140,192	144,528	148,998
Elementary School Principal	120,505	124,232	128,076	132,036	136,120
ACE Principal	120,505	124,232	128,076	132,036	136,120
Associate Principal	131,161	135,290	139,421	143,792	148,164
Director	125,862	129,755	133,768	137,902	142,170
Athletic Director	117,828	121,471	125,227	129,102	133,095
Assistant Principal/Humanities Curriculum Administrator/STEM Curriculum Administrator, ELL & World Language Coordinator	117,828	121,471	125,227	129,102	133,095
Coordinators/Administrators/Supervisors	112,970	116,465	120,066	123,779	127,607
Special Education Director	143,267	147,699	152,266	156,975	161,831
REACH/Endeavor	102,227	105,386	108,647	112,007	115,471

Any administrators not on the maximum step for his/her position shall advance one step in 2016-17.

Unit members holding either the Ph.D. or Ed.D. degrees shall receive a stipend of \$1,500. Notwithstanding the foregoing, administrators admitted into a Ph.D or Ed.D. program before January 1, 2012 shall receive a stipend of \$4,700.

APPENDIX C-2

Building Administrators

- Tier 1: High School Principal
- Tier 2: Middle School Principal
- Tier 3: Associate Principal for Instruction
Director of Athletics
- Tier 4: Elementary School Principal
Principal of Alternative Center
- Tier 5: Assistant Principal -- Secondary
- Tier 6: Endeavor Coordinator
Reach Coordinator

District Administrators

- Tier 1: Director of Special Services
- Tier 2: Director of Literacy K-8
Director of Technology Services
- Tier 3: Special Education Supervisors
Coordinator of Pupil Services
- Tier 4: K-12 Curriculum Coordinators
Coordinator of ELL and World Languages
- Tier 5: Coordinator of Literacy

A separate recall list will be maintained for the “Building Administrator” and “District Administrator” categories. For the purposes of Article VII(c)(3), “same or lower tier” shall mean the tier within the category of either “Building Administrator” or “District Administrator.”

APPENDIX C-3
ADMINISTRATIVE CONTRACT

<u>Position</u>	<u>Type of Contract</u>
1. High School Principal	12C (225 days)
2. Associate Principal – High School Middle School Principal Director of Special Education Director of Continuing Education and Special Projects Director of Pupil Personnel Services Director of Reading/Language Arts Director of Information Services	12C (225 days)
3. Elementary School Principal Alternative Center for Education Principal	11B (206 days)
4. Assistant Principal – Secondary Schools Director of Athletics & High School PE	11B (206 days)
5. Coordinator of the Arts Coordinator of Language Arts Coordinator of Educational Services Coordinators of English, Mathematics, Social Studies, Science & PE/Human Development Coordinator of Guidance Coordinator of Business/Technology Coordinator of ESL/Bilingual Coordinator of Foreign Language Coordinator, Pupil/Personnel Services Supervisor of Special Education Supervisor of Reading/Language Arts	11B (206 days)
6. Assistant Principal – Elementary	
7. Head Start Education Coordinator	10A (191 days)
8. REACH/REBOUND Coordinator	(201 days)

MEMORANDUM OF AGREEMENT

The Danbury School Administrators Association and the Danbury Board of Education (collectively "the parties") agree that for the 2010-2011 school year, the unit members listed below are entitled to hold harmless payments in the following amounts:

Horne, Julia P. 100

Cronin, Mary 386

The parties further agree that the bargaining unit members referenced above shall continue to receive such benefits while employed by the Danbury Board of Education, and that such benefits shall increase by the amount of the general wage increase applied to bargaining unit salaries each year.

DANBURY BOARD OF
EDUCATION

DANBURY SCHOOL
ADMINISTRATORS ASSOCIATION

By: _____

By: _____