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AGREEMENT

BETWEEN THE

DARIEN BOARD OF EDUCATION

AND THE

**DARIEN ADMINISTRATORS'
ASSOCIATION**

July 1, 2017 - June 30, 2021

December 21, 2016
5237476v3

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THIS AGREEMENT comprises the terms of an Agreement entered into by and between the **DARIEN BOARD OF EDUCATION** (hereinafter referred to as the "**Board**") and the **DARIEN ADMINISTRATORS' ASSOCIATION** (hereinafter referred to as the "**Association**").

This Agreement shall constitute the entire agreement between the Board and the Association unless changed by the mutual consent of both parties. Such mutually consented change shall be in writing. Previously adopted policies, rules or regulations in conflict with this Agreement are superseded by this Agreement.

ARTICLE I **RECOGNITION**

Section 1. For the purposes of negotiations concerning salaries and all other conditions of employment under Sections 10-153b through 10-153d of the Connecticut General Statutes, the Board hereby recognizes the Association as the exclusive representative for permanent full-time and regular part-time certified professional employees of the Board who are employed by the Board in positions requiring an intermediate administrator or supervisor certificate (092), or the equivalent thereof, and who are not otherwise excluded from the purview of Section 10-153a to 10-153g, inclusive.

Section 2. The following employees will not be represented by the Association and will not be covered by the terms of this Agreement:

- (a) Certified professional employees of the Board who are employed by the Board in positions requiring a teaching or special service certificate;
- (b) Department Heads, Middle School Team Leaders, Curriculum Monitors and Elementary Teacher Leaders;
- (c) Superintendent of Schools;
- (d) Associate superintendents;
- (e) Assistant superintendents;
- (f) 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;
- (g) Substitutes; and
- (h) All non-certified employees of the Board.

Section 3. The term "Administrator" as used in this Agreement is hereby defined to mean only those certified professional employees of the Board described in Section 1 above.

ARTICLE II
BOARD'S RIGHTS

Except as expressly provided otherwise by the terms of this Agreement, the administration of educational policies, the operation of the schools, and the direction of the professional staff are vested exclusively in the Board acting by itself or through the Superintendent of Schools or his or her assistants.

ARTICLE III
NORMAL WORK YEAR

Section 1. (a) The normal work year for Administrators will be as set forth below, subject to adjustment at the time that a position is revised or created. The term of employment for new positions will be determined by agreement between the Board and the Association.

(b) The work year for each full-time administrator assigned to a twelve (12) month position will consist of 223 work days. This work year is calculated based on a normal work year of 261 days reduced by 25 vacation days and thirteen holidays. For those administrators eligible the work year will be further adjusted based on accrued vacation time listed in Section 2 (b) below. Any administrator who works beyond his/her scheduled work year at the direction of the Superintendent or his/her designee shall be paid his/her per diem rate for any such additional days.

(c) The work year for each full-time administrator assigned to the position of Elementary Assistant Principal will consist of 197 work days. This work year is calculated based on the teacher work days (187) plus ten (10) additional days. Any administrator who works beyond his/her scheduled work year at the direction of the Superintendent or his/her designee shall be paid at his/her per diem rate for any such additional days.

(d) The work year for each full-time administrator assigned to the position of Curriculum Coordinator will consist of 197 work days. This work year is calculated based on the teacher work days (187) plus ten (10) additional days. Any administrator who works beyond his/her scheduled work year at the direction of the Superintendent or his/her designee shall be paid at his/her per diem rate for any such additional days.

Section 2. (a) Each full-time Administrator assigned to a normal work year of twelve (12) consecutive months (Section 1 above) will receive five (5) weeks' vacation without loss of pay during each fiscal year in which he or she is so assigned, beginning with the fiscal year commencing immediately after his/her most recent assignment to a twelve (12)-month, full-time Administrator's level. For administrators employed by the District prior to July 1, 2017, such administrator shall receive one (1) additional day of vacation for every three (3) years of such

service in Darien, up to a maximum of five (5) additional days. Such Administrators will schedule their vacations at a time satisfactory to the Superintendent. Additional time off will be allowed only with the prior approval of the Superintendent. Computation of accrued vacation time will be pro-rated based on a normal work year should the employee leave his or her position prior to the end of the fiscal year of service.

(b) Administrators may not carry over more than ten (10) vacation days from one fiscal year to another. If an Administrator retires or dies prior to using such days, the Board will pay to the Administrator or to his or her estate such unused days remaining as of the date of retirement or death, at his or her *per diem* rate. Computation of accrued vacation time will be pro-rated based on a normal work year should the employee leave his or her position prior to the end of the fiscal year of service. An administrator who is not able to use any vacation days carried over to the next year at the direction of the Superintendent or his/her designee shall be compensated for said unused days at the administrator's per diem rate.

Section 3. (a) Each Administrator who agrees to accept an assignment to accompany students on Board-sponsored field trips which the Board designates as a part of the regular educational programs, such as the trip to Colebrook, Nature's Classroom or China Exchange and which require the Administrator to stay with the students in a supervisory capacity overnight on such trips, will be paid a stipend of \$100 per night for each such assignment he or she fully performs in connection with such trips.

ARTICLE IV **SALARIES**

Section 1. (a) Salaries payable to full-time Administrators during the term of this Agreement are set forth on Appendix "I" attached hereto.

(b) Salary rates payable to other Administrators will be established by the Board, after negotiation with the Association, as the positions are established.

(c) In determining the salary of a candidate for an administrative position, the Superintendent shall take into account his or her administrative experience and training among the other factors considered. A new Administrator entering the system will be paid the current posted annual salary rate or no less than 85% of the posted annual salary rate as stated in the Appendix.

(d) An administrator who, pursuant to subsection (c) hereof, is paid at an entering annual salary rate that is less than the posted annual salary rate will, by no later than the beginning of his or her fourth year of employment progress to the then-current posted annual salary rate, provided his/her performance has been evaluated as at least satisfactory during each of his/her first three years of employment.

A successful candidate, not employed under the current Bargaining Agreement between the Board and the DAA, may be paid 85% of the posted salary in year one, 90% of the posted salary in year two, 95% of the posted salary in year three and 100% of the posted salary in year four, provided that his/her performance has been evaluated as at least satisfactory during each of the first three years of his/her performance.

A successful candidate, already employed under the Bargaining Agreement between the Board and the DAA, may be paid 90% of the posted salary in year one, 95% of the posted salary in year two, and 100% of the posted salary in year three, provided that his/her performance has been evaluated as at least satisfactory during each of the first two years of his/her performance.

Section 2. Each Administrator who has successfully completed at least one (1) year's service as an Administrator will be permitted to defer a portion of his or her salary, up to the maximum amount allowed by applicable law, to a tax sheltered annuity that he or she selects from a list approved by the Board. Any Administrator electing to make such deferrals shall execute such authorizations as are required for the Board to deduct such amounts from the Administrator's regular pay and shall release and hold the Board harmless against any claim made against the Board relative to any such deductions and transmittals.

Section 3. Each Administrator returning to the same Administrative position each year will be paid in accordance with the new rate established for that position, provided that his or her performance in each immediately preceding year has been evaluated as at least satisfactory. Any such Administrator whose performance is evaluated as less than satisfactory will not be entitled to advance to the new posted rate for the ensuing fiscal year. For an Administrator to receive the new, posted rate for the position, he or she must meet the evaluative criteria in a satisfactory fashion.

Section 4. An increase for an Administrator may be withheld upon the recommendation of the responsible supervisor. Should such an increase be withheld for professional deficiencies, it will be incumbent upon the Administrator whose increase was withheld to incorporate into his or her subsequent performance objectives (or their equivalent), specific objectives aimed at eliminating the evaluation deficiencies. When an Administrator's performance is evaluated as satisfactory, he or she will then be paid at the current posted rate for his or her position.

Section 5. The evaluation instruments and procedures currently in practice will continue to be monitored, and changed if necessary, by the Superintendent working with a joint committee of Administrators and Board representatives in accordance with statute.

Section 6. Evaluation is the responsibility of the Superintendent, and, in evaluating Administrators, the Superintendent will work with the supervisor assigned to do the evaluation.

Section 7. An administrator who has attained a doctoral degree (a Ph.D. or Ed.D from an accredited college or university) shall receive an annual stipend of one thousand dollars (\$1,000).

ARTICLE V **INSURANCE**

Section 1. Medical Plan. The Board will make comprehensive group hospitalization and medical coverage, as described herein, available during the term of this Agreement to each eligible Administrator who applies for it and to his or her eligible dependents.

Health benefits will be provided in one of three forms:

- a. An OAP/PPO Open Access Plus Plan
- b. Comprehensive OAP/PPO Plus Plan
- c. An HSA Plan.

Covered services will be made available at a level that is substantially equivalent to the level of covered services available under the medical plan in effect as of the effective date of this Agreement (the "Medical Plan"), subject to the terms and conditions set forth in the Medical Plan, in this Article and in Appendix 3.

Section 2. Dental Plan. The Board will make comprehensive group dental insurance coverage available during the term of this Agreement to each eligible Administrator who applies for it and to his or her eligible dependents. Covered services will be made available at a level that is substantially equivalent to the level of covered services available under the dental plan in effect as of the effective date of this Agreement (the "Dental Plan"), subject to the terms and conditions set forth in the Dental Plan and in this Article.

Section 3. (a) Means Of Providing Covered Service And Terms. The Board may self-insure the Medical and/or Dental Plan in whole or in part or, upon termination of an insurance contract with any carrier, may enter into an insurance contract with the same or a different carrier to provide covered services at a level that is not significantly diminished from the level of covered services in effect as of the effective date of this Agreement.

If the Board self-insures, it shall use the self-funded allocation rates in the calculation of employee premiums.

(b) Deductible, Coinsurance, Co-pay Requirements. Covered individuals must meet any and all deductible, coinsurance and/or co-pay requirements set forth in the Medical and/or Dental Plans, whether established by the Board's primary carrier, in an available alternate plan to which the Administrator subscribes and/or by the care/service provider.

(c) **Cost Containment.** Covered individuals must comply with any and all of the requirements set forth in the Medical and/or Dental Plans, an available alternate plan to which the Administrator subscribes and/or by the care/service provider concerning pre-certification, pre-admission testing, utilization review, second opinions and other such cost control and utilization monitoring provisions.

Section 4. Disability Protection. The Board will provide for each eligible Administrator who desires it, a disability income protection plan that shall commence on the 181st day of disability and provide the following:

(a) Sixty percent (60%) of the Administrator's annual salary, not to exceed \$9,000 per month. If the administrator should qualify for disability insurance, the Board will honor the sick day plan as a secondary contributor. The primary contributor under these circumstances will be the coverage provided by the insurance carrier. The combined payments of the insurance carrier and the Board of Education will be no more than 100% of salary, subject to the offsets set forth in subsection (c).

(b) Payments will continue until the disability ceases, the Administrator becomes eligible for full retirement benefits under the Connecticut Teachers' Retirement Fund or reaches age 65, whichever first occurs.

(c) Benefits will be offset by any amount paid toward the disability by Federal Social Security, benefits payable under the Connecticut State Teachers' Retirement disability plan, Workers' Compensation and any other offset generally found in long-term disability plans.

Section 5. Waiver of Coverage. (a) The Board will indemnify each Administrator who voluntarily elects to waive all medical and dental coverage provided by the Board under this Agreement, in accordance with the schedule and subject to the provisions set forth below. There shall be no payments made for transferring coverage from one Board sponsored plan to another (such as, but not limited to, from the Preferred Provider Plan to the HSA Plan or vice versa).

	<u>Medical/Dental</u>
- Individual Coverage	\$ 750
- Family Coverage	\$1,000

The amount payable for waiving family coverage will be paid only to Administrators with dependents eligible for such coverage.

Administrators will not be permitted to waive individual coverage while retaining family coverage.

The amounts payable will be prorated for years in which the waiver is in effect for less than a full year.

(b) Payments set forth above will be made in two equal installments during each fiscal year in which the waiver is in effect: the first half will be paid during the month of February and the second half will be paid during the month of June.

(c) Written notice of intention to waive insurance coverages must be received by the Superintendent or his or her designee not less than thirty (30) calendar days prior to the publicized enrollment date and will be subject to regulations or restrictions prescribed by the carrier.

(d) Any Administrator who has waived coverage may elect to resume such coverage effective at the ensuing enrollment date provided he or she has submitted to the Superintendent written notice of his or her intention to resume such coverage at least thirty (30) days in advance of such enrollment date. Actual resumption of coverage will be subject to the regulations and restrictions prescribed by the carrier, including, but not limited to, waiting periods and successfully passing physical examinations. Under extraordinary circumstances (including, but not limited to, divorce, loss of coverage by spouse or death of spouse) and subject to approval by the Superintendent, such resumption of coverage may begin prior to the ensuing enrollment date, subject to the regulations and restrictions of the carrier as provided herein. In the event resumption of coverage takes place prior to the end of a fiscal year for which a payment listed above has been made or is due to be made, the Board and the Administrator will make appropriate adjustments in such payments so as to prorate them in a manner consistent with the date upon which coverage resumes.

Section 6. Costs of Coverage. The Board and each covered Administrator will share the cost of the Medical and Dental coverage that the Administrator elects for him- or herself and his or her dependents and for Long-Term Disability coverage for him- or herself. For coverage under any of the Board's Medical Plans, the contribution that is made by the administrators will remain a constant 18% over the period of the agreement if or provided the Board's cost remains below the base Board payment (as defined below).

The Board's contribution for the medical and prescription drug portions of the plan options shall be limited to an amount equal to 82% of the 2010-2011 rate for the CIGNA Open Access Plan (OAP) option plus the additional amounts described in the following paragraph. This amount shall constitute the base for the Board payment each year for the health care option selected by the member.

Each year including Year One of the agreement, the base Board payment defined above will be increased by 5%. Costs beyond the base payment as computed each year will be shared equally by the Board and the employee.

The Board will contribute an amount equal to the amounts listed below under the Board's Dental Plan and the Administrator will pay the balance. For coverage under the Board's Long-Term Disability Plan, the Board will contribute an amount equal to 90% of the cost of coverage and the Administrator will pay the balance.

EFFECTIVE DATE.

BOARD'S PREMIUM SHARE FOR DENTAL PLAN.

July 1, 2017

Eighty-two percent (82%)

(b) **Part-Time.** For each part-time Administrator regularly assigned to work "½ time" or more who desires individual and/or dependent coverage under coverage's set forth in Sections 1, 2 and 3 hereof, the Board's premium contribution will be prorated in accordance with the relationship which the Administrator's normal schedule bears to full time. The Administrator will pay the balance of the premium.

Section 7. Life Insurance. The Board will provide group term life insurance for each Administrator in an amount equal to two and one-half (2 ½) times the Administrator's regular annual salary, at no cost to the Administrator. It is agreed that, as used in this Section 6, "annual salary" means compensation as set forth on Appendix 1.

Section 8. Vandalism. The Board will reimburse each Administrator up to a maximum of \$500 or the amount provided as a deductible on the Administrator's own automobile insurance, whichever is the lesser, for damage to his or her automobile caused by vandalism while the automobile was parked on school property at a time when the Administrator was engaged in performing his or her professional responsibilities.

Section 9. General Provisions.

(a) **Plan Year.** "Plan Year", as used in this Article, is hereby defined as the Board's fiscal year (July 1 - June 30), unless the Board notifies the Association of any change in Plan Year.

(b) **Eligible Dependents.** No Administrator may extend to his or her dependents coverage under any of the Plans provided by this Agreement unless the Administrator is covered by such plans.

(c) **Change of Insurance Carrier.** The Board shall have the sole discretion to choose its primary carrier, to change carriers and/or to self-insure in whole or in part, provided that the level of covered Medical and Dental services described in Section 1 are not significantly diminished.

(d) **Disputes Relating to Eligibility/Benefits.** Eligibility for benefits shall be determined exclusively in accordance with the provisions of the respective insurance contracts acquired by the Board to provide covered services, and any dispute relating to eligibility for or the amount of covered services or benefits in any individual case shall be processed by the Administrator directly with the respective insurance carrier and shall not subject the Board to any claim in any forum. In no event shall the Board be considered to be an insurer or a guarantor of any covered services or benefits.

(e) **Reopener.** The Board and the Association agree to reopen Article V (Insurance) during the duration of this contract, including plan design and premium cost share if there is a change in the DEA insurance benefits either through negotiations or arbitration, and if there is a re-opener with the DEA during their successor agreement(s) upon request of the Board.

Section 10. Death Benefit. In the event an Administrator dies during the term of this Agreement while still employed by the Board as an Administrator, the Board will continue (i) to pay to his or her spouse or dependent children the Administrator's salary for a period of sixty (60) calendar days immediately following the death of the Administrator, and (ii) permit the Administrator's spouse or dependent children to extend, at his, her or their expense, the Administrator's family insurance coverage, if any, for a period of up to twenty-four (24) months following the death of the Administrator, including the period for continuation of such benefits provided under the Consolidated Omnibus Budget Reconciliation Act (COBRA).

Section 11. Reimbursement Account Plan. The Board will continue in effect the Reimbursement Account Plan (the "RA Plan") in effect as of June 30, 1999, as more fully described on **Appendix 2** attached hereto.

Section 12. Health Savings Account (HSA). The Board of Education shall provide a High Deductible Health Plan with an in network single person deductible of \$2,000 and a Family deductible of \$4,000. Prescription drugs will be treated as any other expense until the applicable deductible level is reached at which point a copay of \$10/\$35/\$45 with 2x mail order will be charged. Covered out of network services will be reimbursed on a 70/30 (plan/participant basis) until an out of pocket maximum of \$4,000/\$8,000 is reached. Members will be given the opportunity to join the deductible plan during an open enrollment period typically held in November.

The HD/HSA premium contribution for the Board shall be 79%, and the administrator selecting such plan shall pay the balance.

Section 13. Tuition Reimbursement.

The Board shall establish a fund of \$5,000 for the purpose of reimbursing administrators who hold a 6th Year Certificate or above for the cost of college/university courses in the following manner:

- (a) The course must relate to his/her present teaching assignment or must be for an additional endorsement to a professional certificate directly related to the administrator's assignment.
- (b) The course must be approved in advance by the Superintendent. At the time of approval, the Superintendent shall notify the administrator whether funds remain available for reimbursement.
- (c) It must be a graduate level course at an accredited college or university and cannot be a correspondence or internet course.
- (d) Proof of successful completion of the course, a grade of B or better, must be submitted to the school district.

- (e) When the forgoing conditions are met, such administrator shall be reimbursed \$150 per credit hour or the actual cost of the course, whichever is less.
- (f) No more than one (1) course of up to three (3) credits per year per administrator can be submitted for reimbursement.

ARTICLE VI

PROMOTION AND TRANSFER

Section 1. Promotion. Vacancies in the Administrative staff positions which the Board decides to fill on a regular basis shall be posted on the district website for a minimum of ten (10) working days after the position becomes available.

Section 2. Transfer. (a) Prior to the execution of involuntary transfers, the Superintendent will discuss the proposed transfer with the transferee and the Administrator shall have the opportunity to state his or her objections, if any, to the proposed transfer.

(b) Any Administrator may request consideration for a transfer at any time. Changes of assignment will normally take place before the beginning of a school year or semester.

ARTICLE VII

LEAVES OF ABSENCE

Section 1. Professional Leaves of Absence. Leaves of absence may be granted to Administrators with or without pay for study, travel, or special assignments when approved by the Superintendent and the Board. Formal application for such leaves are to be submitted to the Superintendent on prescribed forms at least sixty (60) days before the effective date of leave, provided that application for leaves effective September 1 must be filed no later than the preceding June 1. Such application shall certify (i) purpose of the leave, (ii) plans for the use of the leave, (iii) date upon which the individual shall return to service, and (iv) agreement that failure to return to service on the expiration of the leave granted shall be deemed by the Board of Education and the individual to constitute a resignation unless such failure is the result of illness or some other factor that precludes the good faith intentions of the Administrator to return to service on the date of expiration.

Section 2. Sick Leave. (a) Each Administrator will accumulate sick leave entitlement at the rate of eighteen (18) days per fiscal year, up to a total maximum of 190 days for ten month administrators and 223 days for twelve month administrators. If an Administrator is absent from work because of an inability to work caused by illness, injury or pregnancy, he or she will be granted sick leave without loss of pay at the rate of one (1) day of sick leave for each day of absence caused by the aforesaid inability to work, up to a maximum of the number of sick leave entitlement days the Administrator has accumulated. An Administrator with

two or more years of service as an Administrator in the Darien School System who does not have a sufficient number of sick leave days accumulated to cover a continuous period of absence resulting from such inability to work will be entitled to sick leave without loss of pay beyond his or her accumulation until the commencement of inability to work payments.

(b) Any Administrator who is absent, or who anticipates a period of absence, because of an inability to work arising from an illness, injury or pregnancy, must comply with the following procedures:

(1) He or she must notify the Superintendent, as soon as practicable, of the condition giving rise to the inability to work and the anticipated period of absence;

(2) He or she must thereafter keep the Superintendent apprised of any changes in his or her condition and in the anticipated period of inability to work; and

(3) Where the inability to work or anticipated inability to work extends for more than five (5) consecutive work days, (i) he or she may be required by the Superintendent to provide a doctor's certificate as soon as practicable on or after the first day of absence attesting to the inability to work and estimating the anticipated period of inability to work; and (ii) thereafter, may also be required to provide the Superintendent with a doctor's certificate attesting to the date upon which the inability to work ended sufficiently for the Administrator to resume his or her job duties and certifying that the Administrator is medically fit to resume the full duties of his or her job.

(c) The Superintendent, as soon as practicable and feasible for the education process after receipt of the doctor's certificate described in paragraph (3) of subsection (b) hereof, will reinstate the Administrator to the identical or to an equivalent position in the system without reduction in his or her annual salary rate and without loss of accumulated rights and benefits as provided in this Agreement or by law.

(d) In the event that an Administrator does not return to work promptly after his or her inability to work has ended and on the date scheduled by the Superintendent in accordance with the provisions of subsection (c) hereof, then, except in unusual circumstances, the Administrator will be deemed to have resigned effective at the end of his or her period of disability, and his or her employment will be terminated accordingly.

(e) Nothing herein will be construed so as to limit in any way the Superintendent's right to verify the existence of any inability to work, either by requiring a doctor's certificate or otherwise, no matter what the duration of the alleged inability to work.

Section 3. Personal/Funeral Leave. All Administrators may take leaves for the following personal reasons without loss of pay:

- (a) Death in the immediate family;
- (b) Sickness in the immediate family;
- (c) Legal obligations; and
- (d) Other justifiable reasons.

Requests for time off for such purposes must be approved by the Superintendent.

Section 4. Jury Duty. When an Administrator is summoned for jury duty, he or she will promptly notify the Superintendent of such summons. The Superintendent may require the Administrator to postpone jury service until a time when the Board can better accommodate the Administrator's absence as, in the judgment of the Superintendent, the needs of the system so require. If the Superintendent is unsuccessful in such attempt and the Administrator is ordered to serve as originally summoned, he or she will be placed on leave of absence status and will be paid the difference between that *per diem* rate which he or she would have received as an Administrator had he or she been so engaged and that *per diem* rate which he or she receives as a juror.

Section 5. Military Leave. An Administrator will be guaranteed all the rights to which he or she is entitled under the Connecticut General Statutes, as amended.

Section 6. Any leave provided for in this Agreement which can be construed as a leave under a state or federally mandated leave program, such as, but not limited to, those provided for under Family and Medical Leave Acts, shall be applied towards satisfying the state or federal leave entitlements.

ARTICLE VIII

POSITION ELIMINATION

Section 1. (a) In the event the Board decides to eliminate or redefine a bargaining unit position or positions described in Section 1 of Article I, and such elimination or redefinition results in the loss of bargaining unit position(s) by an Administrator or Administrators, the determination of which Administrator or Administrators will be retained in the bargaining unit position(s) that remain(s) will be made in accordance with the following:

Bumping within four groups only:

- (1) Elementary Principals
- (2) Elementary Asst. Principals
- (3) Secondary Asst. Principals
- (4) Program Directors for Special Ed.

(b) In making his/her decision as to which Administrator or Administrators will be retained in such bargaining unit positions, the Superintendent will take into consideration first the length of continuous service to the school system and then managerial requirements of the school system and the abilities of individual Administrators to meet those requirements.

Section 2. In deciding what further action, if any, to take with respect to an Administrator who loses a bargaining unit position in accordance with Section 1 above, the Superintendent will consider the following alternatives:

(a) Whether there is available another bargaining unit position (as defined in Section 1 of Article I) for which the Administrator is qualified in the judgment of the Superintendent; or

(b) Whether there is available a position in the teachers' bargaining unit for which the Administrator is qualified in the judgment of the Superintendent. In determining placement on a level of the teachers' salary schedule, the Superintendent will take into consideration administrative, supervisory and teaching experience, wherever gained.

Section 3. Any Administrator who is transferred to a position in the teachers' bargaining unit by reason of the elimination or redefinition of an administrative position shall, in addition to the compensation he or she received as a teacher for the first year in the teachers' bargaining unit, be compensated at a rate which is equal to 50% of the difference between his or her salary as a teacher and the salary he or she would have received had he or she continued in the Administrators' bargaining unit position. This compensation will begin no earlier than the first regularly scheduled teacher's pay for that year.

Section 4. In the event the Superintendent determines that there is no other position available for the Administrator or Administrators who lose bargaining unit positions as described in Section 1 of Article I, the Administrator or Administrators shall be laid off for lack of work; and for the first year following issuance of the layoff notice or until they find another job, whichever occurs sooner, they will be given reasonable and customary aid by the Board's Personnel Department in finding another job.

Section 5. Notice of elimination of an Administrator's Position for the following school year will be given by February 1 of the then current school year. If such notice is not given by February 1, the Administrator will be continued as an employee of the Board until January 1 of the following school year, unless the Administrator accepts another position either outside or within the system prior to said January 1, upon which event continued employment provided for under this Section shall terminate. During such period of continued employment, the Administrator shall perform appropriate duties as assigned by the Superintendent at the rate of pay in effect at the time of notification.

ARTICLE IX
WORK CONTINUITY

The Association agrees, on behalf of itself and all Administrators, that no Administrator, individually or collectively, will for the duration of this Agreement, engage in any strike, work stoppage, slowdown, curtailment, or restriction of work, or refuse to cross a picket line. The Board agrees that it will not lock out Administrators.

ARTICLE X
EVALUATION OF PERFORMANCE

Section 1. Administrators will have the right, upon request, to review the contents of their own personnel file. Upon written request of the Administrator, an Association representative will be permitted to be present at such review.

Section 2. No material derogatory to an Administrator's conduct, service, character or personality will be placed in his or her personnel file unless he or she has had an opportunity to review the material. The Administrator will acknowledge that he or she had the opportunity to review such materials by affixing his or her signature on the copy to be filed, with the express understanding that such signature in no way indicates agreement with the contents thereof. The Administrator will also have the right to submit a written answer to such material and his or her answer will be reviewed by the Superintendent and attached to the file.

ARTICLE XI
GRIEVANCE PROCEDURE

Section 1. Purpose. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to problems that may arise affecting the welfare or working conditions of administrators. Both the Board and the Association agree that proceedings shall be kept as confidential as is appropriate.

Section 2. Definition. (a) As used in this Agreement, the word "grievance" is hereby defined to mean any complaint that a specific provision of this Agreement has been misapplied or misinterpreted by the Board or the Superintendent (or the Superintendent's agent), or by an Administrator acting in a supervisory capacity or a claim of failure to follow the established procedures of the Darien school district's evaluation and support programs.

(b) As used in this Agreement, the word "grievant" is hereby defined to mean any person who files a grievance.

Section 3. Time Limits. (a) As it is important that grievances be processed as rapidly as possible, the number of days indicated at each step will be considered

as a maximum. The time limits specified will be extended only by written agreement of the parties. "Days," as used in this Article, will mean days when the Administrator is scheduled to be at work.

(b) If an Administrator does not file a grievance in writing within twenty (20) days after he or she first knew, or should have known, of the act or conditions on which the grievance is based, then the grievance will be considered to have been waived.

(c) Failure by the grievant at any level to appeal a grievance to the next level within the specified time limits will be deemed to be acceptance of the decision rendered at that level.

Section 4. Steps of the Grievance Procedure.

(a) **First Step -- Grievant and Immediate Supervisor -- Informal.** The grievant will discuss the matter with his or her immediate supervisor or principal, directly or through the Association representative, with the objective of resolving the matter informally.

(b) **Second Step -- Grievance -- Immediate Supervisor -- Formal.** If the grievant is not satisfied with the outcome of the informal procedure and he or she desires to proceed further, he or she will present his or her claim as a written grievance to his or her principal or immediate supervisor within twenty (20) days of the event giving rise to the grievance. The immediate supervisor will, within five (5) days, answer the grievance in writing on the prescribed grievance form.

(c) **Third Step -- Superintendent.** If the grievance has not been adjusted satisfactorily in the Second Step, and the grievant desires to proceed further, such grievance will be submitted to the Superintendent within five (5) days after receipt of the Second Step answer. The time for discussion will be set up at a mutually convenient time within five (5) days after receipt of the grievance by the Superintendent.

(d) **Fourth Step -- Arbitration.**

(1) A grievance which is not adjusted in the Third Step to the satisfaction of the grievant and the Association may be submitted to arbitration, but only in accordance with all of the following terms and conditions:

(i) The grievance must involve the interpretation or application of a specific provision of this Agreement or a claim of failure to follow the established procedures of the Darien school district's evaluation and support programs; otherwise, such grievance will not be arbitrable.

(ii) The submission to arbitration must be made in writing by certified mail, with a copy to the Superintendent of Schools, postmarked within the seven (7) calendar days immediately following the receipt by the grievant of the Superintendent's Third Step answer or, if no answer is received from the

Superintendent, within 15 days after the discussion in which the grievance was heard.

(iii) The submission to arbitration must be to the American Arbitration Association in accordance with its Voluntary Rules for Labor Arbitration in existence at the time the submission is made.

(iv) The grievance submitted to arbitration must be the same grievance which was submitted to the Superintendent at the Third Step.

(2) The selection of the arbitrator and the procedure for conducting the arbitration process shall be in accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association. The decision of the Arbitrator will be final and binding, subject to the right of either party to have the award confirmed, vacated, or modified according to law. The arbitrator's authority will be limited to determining whether, by the allegations contained in the grievance, the Board violated any specific provision of this Agreement. The arbitrator will not have any authority or power to add to, delete from or modify in any way any provision of this Agreement. The Arbitrator will have the power to make appropriate compensatory awards.

(3) The cost of the arbitrator's service will be borne equally by the Board and the Association.

(4) The records or reports of any Grievance Procedure will be filed separately and not in the Administrator's personnel file.

Section 5. Each party may have not more than three (3) representatives present at any stage of the formal Grievance Procedure unless a greater number is mutually agreed to.

Section 6. Group Grievance. The Association may initiate a grievance involving a group of Administrators at the Third Step hereof.

Section 7. Grievance Forms. Grievance forms to be used in the processing of grievances hereunder will be mutually agreed to by the parties. All grievances will be signed by the grievant and will indicate the nature of the grievance and the Agreement clause alleged to have been violated. Any person rendering a decision under this Grievance Procedure will sign the Grievance Form certifying the decision made.

ARTICLE XII
SEVERABILITY

In the event that any provision or portion of this Agreement is ultimately ruled invalid for any reason by an authority of established and competent jurisdiction, the balance and remainder of this Agreement will remain in full force and effect.

ARTICLE XIII
DURATION

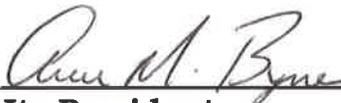
Section 1. This Agreement shall constitute the entire agreement between the Board and the Association unless changed by mutual consent of both parties. Such mutually consented change shall be in writing. Previously adopted policies, rules or regulations in conflict with the express provisions of this Agreement are superseded by the express provisions of this Agreement.

Section 2. This Agreement shall take effect as of July 1, 2017 or the date on which any appeal from a statutory interest or arbitration award shall be finally decided by a court of law, whichever is later, and shall continue in full force and effect until June 30, 2021, inclusive.

DARIEN BOARD OF EDUCATION

By 
Its Chairperson

DARIEN ADMINISTRATORS' ASSOCIATION

By 
Its President

By 
Its President

By 
Its President

APPENDIX 1
Salary Rates

	<u>2017-18</u>	<u>2018-19</u>	<u>2019-20</u>	<u>2020-21</u>
H.S. Principal	\$199,028	\$203,506	\$208,085	\$213,287
M.S. Principal	\$186,045	\$190,231	\$194,511	\$199,374
Elem. Principal	\$180,042	\$184,093	\$188,235	\$192,941
H.S. Asst. Principal	\$173,005	\$176,898	\$180,878	\$185,400
M.S. Asst. Principal	\$159,036	\$162,614	\$166,273	\$170,430
Director of ELP	\$150,363	\$153,746	\$157,205	\$161,135
Elem. Asst. Principal (197 days)	\$129,919	\$132,842	\$135,831	\$139,227
Athletic Director/Director of PE	\$172,171	\$176,045	\$180,006	\$184,506
Director of Arts	\$172,171	\$176,045	\$180,006	\$184,506
Director of Instructional Technology	\$172,171	\$176,045	\$180,006	\$184,506
Director of Guidance	\$142,636	\$145,845	\$149,127	\$152,855
Program Director, Special Education	\$159,036	\$162,614	\$166,273	\$170,430
Elem. Curriculum Coordinator (197 days)	\$132,037	\$135,008	\$138,046	\$141,497

NOTE: Some individuals hired at less than the posted rate may be paid less than the above rates if they have not successfully completed three years of employment, in accordance with Article IV, Section 1 (c) and (d).

APPENDIX 2
REIMBURSEMENT ACCOUNT PLAN

The Board will continue to make available a Reimbursement Account Plan (the "RA Plan") for the purpose of enabling eligible Administrators to divert a portion of their gross salaries, prior to reduction for federal income or social security taxes, in amounts that comply with the minimum and maximum amounts established by applicable law per Plan Year for Health Reimbursement for Dependent Care, into an account from which, during the course of the Plan Year, they can be reimbursed for Health Care costs and Dependent Care costs they or their covered dependents incur which are not covered by the Medical or Dental Plans described in Article VI of the Agreement (see Health and Dependent Care Exhibit attached hereto), including but not limited to their share of the premium costs for such Plans. The following provisions will apply:

a. Under no circumstances will the Board be required to contribute any monies to the RA Plan or to any account established pursuant thereto.

b. Each Administrator desiring to participate in the RA Plan must apply for participation and enroll, by submitting completed forms provided by the Board, 30 days prior to July 1 of each Plan Year in which he or she desires to participate.

c. Each Administrator accepted as a participant in the RA Plan must, 30 days prior to July 1, inform the Board in writing of the amount he/she wishes to contribute to the Account during the Plan Year (not in violation of the minimum and maximum amounts provided for by applicable law) for Health Reimbursement and for Dependent Care, which shall be divided by the number of payroll periods scheduled for the Plan Year to determine the amount to be deducted from each paycheck during that Plan Year.

d. As a condition precedent to the establishment of an account under the RA Plan, the Administrator must submit to the RA Plan Administrator, on forms approved by the Board, written authorization for the Board to deduct from his or her salary, the amounts to be diverted to his or her RA Plan Account, which shall be the same amount from each paycheck issued during the Plan Year.

e. If the employment of an Administrator terminates for any reason while he or she is a participant in the RA Plan, the Administrator will be permitted to withdraw the unencumbered balance from his or her RA Plan Account.

f. Unexpended balances in each RA Account at the end of each Plan Year will be forfeited in accordance with legal requirements. The RA Plan will be governed by the terms of the RA Plan description contained in the insurance booklet issued by the carrier. It is intended that the RA Plan shall be interpreted, whenever possible, to comply with such terms of the Code. In the event the RA Plan Administrator determines, before or during any Plan Year, that the RA Plan may fail to satisfy any non-discrimination requirement imposed by the Code or limitation on benefits to certain participants, the RA Plan Administrator shall take such action as he/she deems appropriate, under rules uniformly applicable to similarly situated participants. At this time, the RA Plan as outlined, meets all code requirements.

APPENDIX 3

Darien Board of Education				
Administrator Medical Plan Options	OAP/PPO Open Access Plus Plan	Comprehensive OAP/PPO Plus Plan	HSA Plan	
Office Visit	\$40.00			
Specialist	\$40.00			
Well Office Visits	\$0.00			
In Patient Co-Pay	\$500.00	see deductible and coinsurance	see deductible and coinsurance	
Out Patient Surgery Co-Pay	\$250.00			
ER	\$150.00			
Urgent Care Co-Pay	\$75.00			
Out of network:		In-Network Information		
Deductible Ind/2 Person/Family	\$3000/\$6000	\$400/\$800/\$1,200 Deductible	\$2,000/\$4,000 Deductible	
Coinsurance	80%/20%	In network 70/30% O.O. N	100% In network 0/30% O.O.N	
Cost share max Ind/2 Person/Family	\$25,000/\$25,000	\$1,500/\$3,000/\$4,500 Comb. In./OON	\$4000/\$8000 Comb. In./OON	
Prescription Drug RATES			After Deductible Is Met	
Managed 3 tier Rx Drug Benefits Generic/Name Brand/Non Preferred	\$10/\$25/\$40	\$10/\$25/\$40	\$10/\$35/\$45	
Mail Order	2X retail	2X retail		
	Unlimited CY Maximum w/OC	Unlimited CY Maximum w/OC	Unlimited CY Maximum w/OC	