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AGREEMENT

BETWEEN THE

DARIEN BOARD OF EDUCATION

AND

DARIEN EDUCATION ASSOCIATION

2017-2020

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MEMORANDUM OF AGREEMENT		

This **Agreement** is between the **Darien Board of Education (hereinafter the "Board")** and the **Darien Education Association (hereinafter the "Association")**,

WITNESSETH

WHEREAS the Board is a local board of education within the meaning of the Connecticut General Statutes; and

WHEREAS the Association has been duly certified, in accordance with Section 10-153b of the General Statutes, as the representative, for the purposes of negotiating with respect to salaries and other conditions of employment, of teachers employed by the Board; and

WHEREAS the Board and the Association have negotiated in good faith with respect to salaries and other conditions of employment for teachers employed by the Board and desire to reduce to writing the agreements reached between them with respect to said salaries and other conditions of employment for teachers;

NOW THEREFORE, in consideration of the mutual promises and covenants set forth herein, the Board and the Association hereby agree as follows:

ARTICLE I
RECOGNITION

SECTION 1. The Board hereby recognizes the Association as the exclusive representative for persons employed by the Board under a durational shortage area permit and regular full-time and regular part-time certified professional employees of the Board who are employed by the Board in positions requiring a teaching or other certificate issued by the State Board of Education and who are not otherwise excluded from the purview of *Conn. Gen. Stat.* §§ 10-153a to 10-153g, inclusive.

SECTION 2. The Board does not recognize the Association as representative for certified professional employees of the Board who are employed by the Board in positions requiring an intermediate administrator or supervisor certificate, or the equivalent thereof who are excluded from the unit by statute; 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; temporary substitutes and all non-certified employees of the Board.

SECTION 3. (a) The term "Teacher" as used in this Agreement is hereby defined to mean only those employees of the Board who are represented by the Association as set forth in Section 1 above.

(b) The term "temporary substitute" is hereby defined to mean a person, whether certificated or not, who is retained by the Board for a period which does not exceed fifty (50) consecutive normal work days in the same position in the Teachers' bargaining unit.

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 (hereinafter the "Superintendent") and/or his/her designee.

ARTICLE III
TEACHERS' SALARIES

SECTION 1. (a) Schedules. Salary schedules for Teachers are set forth on Appendices attached hereto. Step movement for eligible teachers will be implemented each year of this Agreement.

(b) The annual salaries set forth on the schedules referred to in subsection (a) hereof are payable for services rendered by Teachers, as assigned, for a normal work year of 187 normal work days as scheduled by the Board, at least three (3) of which shall be used for staff development. Professional development may also be scheduled on late arrival or early release days, provided that such professional development activities are not scheduled to commence more than thirty (30) minutes before the beginning of the regular student school day or to end more than thirty (30) minutes after the end of the regular student school day. Two of the normal work days shall be teacher work days, and the Board may schedule up to two additional student school days within the one hundred eighty-seven days (187) without being obligated to negotiate over the impact of such days.

SECTION 2. New Teachers. New Teachers (hereby defined as any teacher hired by the Board to begin work as a Teacher on or after July 1, 2000) will be placed by the Superintendent on one of the salary schedules set forth in Appendices A-1, A-2, and A-3 on the basis of the new Teacher's degree status

and prior teaching experience credited as of the date of hire and determined in accordance with the guidelines set forth in subsection (a) and (b) as follows:

(a) **Schedule.** New Teachers will be accorded either B.A., M.A., M.A.+15, M.A.+30, M.A.+60, or Ph.D. status in accordance with their recognized degree status or number of recognized credits as of September 1 of the fiscal year in which they are scheduled to begin work, provided that the Superintendent is required only to recognize and give credit for degree status or credits which were earned in accredited schools and in the field in which the Teacher is being hired to teach or to perform his/her professional assignment in Darien. Teachers must have a Masters Degree to progress beyond the Bachelor's Degree track on the salary schedule, provided, however, that teachers hired before July 1, 2012 who meet the foregoing criteria and who have earned thirty (30) graduate credits beyond the Bachelors Degree will be treated in the same manner as teachers with a Masters degree if the thirty (30) graduate credits (1) were earned in a planned program at an accredited college or university and (2) are recognized by the State Board of Education for purposes of granting standard certification, or (3) are approved by the Superintendent. When sixty (60) graduate credits in a planned program are required for state teaching certification in the area of the Teacher's professional assignment in Darien (e.g., speech and language pathologist), the teacher shall be placed on the MA+30 track.

(b) **Level.** New Teachers will be placed on a Level within their particular Schedule in accordance with their prior teaching experience as credited by the Superintendent in accordance with the following:

(1) credit will be given for prior teaching experience gained:

(i) after attainment of a teaching or other certificate from the State of Connecticut pursuant to Section 10-145 and 10-145a and b of the Connecticut General Statutes, or the equivalent from another state; and

(ii) in the field in which the Teacher is hired to perform, or to teach in Darien; and

(iii) in an accredited school or school system recognized by the Board as commensurate with the Darien system, provided that the Superintendent will not be required to accord credit for such experience if it was attained prior to a break in service of five (5) consecutive years or more;

(2) credit will be given for prior teaching experience gained only in periods of full years;

(3) whether credit will be given for the prior experience other than that set forth in (1) above will be within the discretion of the Superintendent.

(4) after consultation with the President of the Association, the Superintendent may grant credit for up to five (5) additional steps to teachers employed in positions in shortage areas as designated by the Commissioner of Education.

(5) Nothing in this Article will be construed to require the Superintendent to credit any teacher with more than five (5) years of prior experience.

SECTION 3. Advancement by returning Teachers (hereby defined as Teachers employed by the Board as Teachers for more than one-half of the immediately preceding work year and who return as Teachers during the current employment year) based on attainment of advanced degrees or additional credits earned will be limited to advancement to M.A., M.A.+15, M.A.+30, M.A.+60 and Ph.D. status and will be granted only in accordance with the following:

(a) attainment of an advanced degree or the required number of credits will result in movement to higher status only if earned in the area of the Teacher's professional assignment in Darien, or in a related area approved by the Superintendent (effective July 1, 2006, teachers holding a MA degree that requires sixty (60) credits for certification in the areas of the Teacher's professional assignment in Darien shall be placed on the MA+30 track);

(b) attainment of an advanced degree or the required number of credits will result in column movement either at the beginning of the first semester or at the beginning of the second semester in a work year provided that the Teachers anticipating such movement satisfy the following prerequisites:

> **(1)** they notify the Superintendent by November 15, of the immediately preceding work year (or as soon as practicable thereafter) of the date on which they anticipate attainment of the credits or degrees necessary for such advancement;
>
> **(2)** they actually receive such degree or attain such credits prior to the beginning of such advancement; and
>
> **(3)** they deliver to the Superintendent a copy of the official transcript of such receipt or attainment by no later than the end of the semester of such advancement.

(c) Teachers hired before July 1, 2012 who meet the foregoing criteria and who have earned thirty (30) graduate credits beyond the Bachelors Degree

will be treated in the same manner as teachers with a Masters degree if the thirty (30) graduate credits **(1)** were earned in a planned program at an accredited college or university and **(2)** are recognized by the State Board of Education for purposes of granting standard certification, or **(3)** are approved by the Superintendent.

SECTION 4. LEADERSHIP POSITIONS.

(a) Leadership Positions set forth on Appendix D attached hereto shall be posted on an annual basis, and a new decision shall be made on appointment to these Leadership Positions each year. Any Teacher assigned to and who serves in a such a position will, in addition to his/her salary as a Teacher, be paid the appropriate stipend for such position as set forth on Appendix D in accordance with the following:

(1) Each such Teacher will have his/her performance in such position evaluated by the Superintendent and/or his/her designee, in accordance with the criteria which the Superintendent and/or his/her designee will establish after consultation with the Association.

(2) Teachers previously serving in such leadership positions who return to the same or comparable leadership positions will be paid for their services in such positions as follows:

(i) If the Teacher was below the maximum step for such position in a fiscal year and his/her performance in such position during that fiscal year was evaluated as at least "meets expectations," he/she will advance on the schedule as set forth on Appendix D for the ensuing fiscal year, if otherwise eligible for such advancement.

(ii) If the Teacher was at the maximum step for such position in a fiscal year and his/her performance in such position during that fiscal year was evaluated as at least "meets expectations," he/she will continue to be paid at the maximum for the position in the ensuing fiscal year.

(b) The annual stipends set forth for the Leadership Positions listed on Appendix D are payable for services rendered by Teachers assigned to such positions as required to fulfill the duties of their respective positions prior to, during and subsequent to the normal work year of 187 normal work days for Teachers.

SECTION 5. The increments between levels are hereby established as the basis for financial progression for Teachers. For Teachers to receive the increments set forth in the relevant provisions of this Agreement, each Teacher

must meet the evaluative criteria in a satisfactory fashion, which includes making progress toward certification if that is not held.

SECTION 6. A performance increment for any Teacher may be withheld upon the recommendation of the responsible administrator. Should such an increment be withheld for reasons of instruction or professional deficiencies, it will be incumbent upon the Teacher whose increment was withheld to incorporate into his or her subsequent performance objectives (or the equivalent), specific objectives aimed at eliminating the evaluation deficiencies. Satisfactory performance in the year following withholding of an increment will allow the Superintendent, with the approval of the Board, to grant an increase to the Teacher in an amount determined by the Superintendent, provided the Teacher occupies an established level on the appropriate schedule.

SECTION 7. Summer Work. (a) The availability of summer work (exclusive of summer school) will be posted in each school or otherwise announced to Teachers by June 1, annually. The posting will include the total monies to be expended on each summer project, the number of Teachers required and the amount of time the Board would expect each program to take. The notice will also contain a description of the program. Teachers accepting such work will do so with the understanding that they will receive that amount of money set aside for remuneration, either individually or as a group, as set forth in the notice, provided said monies will be divided as equitably as practicable among those accepting and doing the work.

(b) Notwithstanding the provisions of subsection (a) hereof, school counselors assigned by the Superintendent or his/her designee to perform school counselor work between the last day of the normal work year for Teachers and the first day of the normal work year for Teachers will be paid at a *per diem* rate for such work based on 1/187 of the school counselor's annual salary at the time such work is to be performed.

(c) The following are guidelines for the assignment of summer work in the area of Special Education:

(1) When the Board determines the need for summer work coordinating special education programs and preparing for Pupil Placement Teams (PPT), it shall assign such work to a school psychologist, a social worker and a teacher. These summer positions shall be posted in accordance with Article IX, Section 2 when available. The Assistant Superintendent of Special Education and Student Services or his/her designee shall determine the number of workdays for each such position each summer. All such coordination and preparation work shall be compensated at the Teacher's *per diem* rate then in effect.

(2) Certified Teachers asked to participate in Pupil Placement Team meetings and due process hearings during the summer recess shall be compensated at their respective prorated *per diem* rates in effect at the time they attend such meetings or hearings. Summer special education hearings shall be scheduled at mutually convenient times to the extent practicable. Teachers attending pre-hearing meetings for preparation shall be compensated at the summer school teaching rate then in effect.

(3) Positions available for summer special education maintenance programming and summer special education instruction shall be posted. Teachers may apply for such posted positions, which may vary in the length of workday (usually, but not always, 3-4 hours) and duration (usually but not always, five weeks), as determined by the Assistant Superintendent of Special Education and Student Services. Compensation for these positions shall be at the summer school teaching rate then in effect.

(4) Except for Teachers responding to subpoenas, participation in Special Education summer work described herein is voluntary.

SECTION 8 **Coaches.** **(a)** The annual rates of pay for Teachers assigned to coaching positions in the interscholastic athletic program are set forth on Appendix B, which is attached hereto and made part hereof. Such positions shall be posted on an annual basis. Said positions are non-exclusive, so that the Board will continue to have the right to eliminate such positions and/or to add new positions at any time. The placement in the appropriate category of the positions established during the duration of this Agreement will be determined by the Superintendent and/or his/her designee, by and with the consent of the Board after consultation with the Director of Athletics.

(b) Teachers assigned to coaching positions will have their performance as a coach evaluated annually by the Director of Athletics, under the supervision of the Superintendent and/or his/her designee, in accordance with the criteria which the Director and the Superintendent and/or his/her designee establish after consultation with the Association.

(c) Teachers newly appointed by the Superintendent to serve as coaches on or after July 1, 2003 will be placed on the Coaches' Salary Schedule (Appendix B) at no less than Step 1 of the Category which their coaching position occupies.

(d) Teachers assigned to coaching positions shall be compensated for such work in equal installments distributed with their regular paychecks issued over the course of their respective coaching seasons, provided the final check will not be issued until all work connected with their respective coaching assignments

has been completed as required to fulfill the duties of their respective positions. Teachers performing less than the complete assignment will be paid proportionate to the portion of the assignment they completed. If the disability ends prior to the end of such coaching season, the Teacher will assume such coaching-related duties as are assigned by the Superintendent for the balance of the season.

SECTION 9. Co-curricular Advisors. **(a)** The annual rates of pay for Teachers assigned to co-curricular positions (other than coaching) for which additional stipends are paid are set forth on Appendix C, which is attached hereto and made a part hereof. Said positions shall be posted annually, and are non-exclusive, so that the Board will continue to have the right to eliminate such positions and/or add new positions at any time. The placement, in the appropriate category, of positions established by the Board will be determined by the Superintendent and/or his/her designee by and with the consent of the Board, after negotiations with the Association. Such Teachers will be paid their stipends in equal installments distributed with their regular paychecks issued over their respective periods of assignments. Teachers performing less than the complete assignment will be paid proportionate to the portion of the assignment they completed. If disability ends prior to the end of the period of assignment, the Teacher will perform whatever duties are assigned to him or her by the Superintendent in connection with the activity for the balance of the period.

(b) Each Advisor will have his/her performance as an Advisor evaluated by the Principal and/or Assistant Principal in charge of the co-curricular program in each respective school, under the direction of the Superintendent and/or his/her designee in accordance with the criteria which they will establish after consultation with the Association.

(c) Teachers newly appointed by the Superintendent to serve as Advisors on and after July 1, 2003 will be placed on the Advisors' Salary Schedule (Appendix C) at no less than Step 1 of the Category which their position occupies.

(d) Extra duty for which released time is granted will not be considered for compensation.

SECTION 10. Intramurals. **(a)** Teachers assigned to coach intramurals throughout the system will be paid at a rate of $50 for each session they coach during the term of this agreement. A "session" is defined as ninety (90) minutes in length. Pay can be prorated for sessions of varying lengths. Expected minimum enrollment in each session is fifteen (15) students. The decision regarding scheduling sessions with less than fifteen (15) students will be made by the Director of Athletics.

(b) Pay will be issued each month for sessions worked the previous month, provided the Teacher submits the required requisition to the Superintendent and/or his/her designee according to schedule.

(c) Intramural positions are non-exclusive, so that the Board will continue to have the right to eliminate such positions and/or add new positions at any time.

SECTION 11. **Pay Dates.** **(a)** Normal pay days for Teachers will coincide with the twenty-two (22) consecutive normal bi-weekly paydays of the Board which commence on and/or after the first normal work day for Teachers in each respective normal work year, regardless of whether the last of such paydays falls after the last normal work day in the Teachers' normal work year. Payments shall be made by direct deposit and with electronic pay advice.

(b) A Teacher whose employment terminates prior to the end of the normal work year will have his/her pay prorated on the basis of the number of days worked. If the Teacher has been overpaid as of his/her last day worked, he/she will reimburse the Board for any overpayment received.

SECTION 12. **Stipends.** Each Teacher 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 program, such as the trip to Colebrook or Nature's Classroom, and which require the Teacher to stay with the students in a supervisory capacity for two (2) or more consecutive overnights on such trips, will be paid a stipend of $100 per night, up to a maximum of $400 for each such assignment he or she fully performs in connection with such trips.

SECTION 13. **Mentors.** Each Teacher who has successfully completed the state "Mentor Training Program" and who thereafter accepts an assignment to serve as a Mentor for one or more new Teachers under the TEAM Program will be paid an annual stipend equal to $500 for each Teacher for whom he or she successfully serves as "Mentor", as assigned, provided each Teacher who accepts an assignment as a Mentor shall remain available for such assignment for at least two (2) consecutive years. Such earned stipends will be paid upon successful completion of each year of each mentoring assignment. This section shall be subject to review and revision by the parties after the State Department of Education finalizes its revision of the TEAM program.

SECTION 14. While teachers' regular professional responsibilities include committee work, review and analysis of curriculum, units of study and assessments, and other work that is not compensated, the parties recognize that there are circumstances when additional compensation for their professional work is appropriate. Accordingly, the parties agree that teachers will be paid the following hourly rates for additional work and projects as assigned and approved in advance:

- Homebound Instruction: $55.00/hour
- Extended Year Teaching: $65.00/hour
- Speech and language Psychologists: $75.00/hour
- Other professional projects: $45.00/hour
  (E.g., writing and revision of curriculum, units of study, assessments, district-required professional development outside of the teacher work year)

At the beginning of each school year, the Board shall publicize via the district website the opportunities for teachers to assume instructional responsibilities. Teachers interested in assuming such instructional responsibilities may express interest as specified by the Human Resources Department, and that information along with their certification area(s) shall be kept on file to expedite the designation of teachers to perform such instructional responsibilities. Preference shall be given to teachers providing such instructional services to specific students as part of their regular assignment.

Opportunities to participate in other professional projects shall be posted on the district website at least ten work days in advance of the start of the work. Such posting shall set forth the expected time and the estimated number of hours in which the project must be completed.

ARTICLE IV
INSURANCE PROGRAM

SECTION 1. Medical Plan.

(a) Level of Covered Services. Except as provided below, the Board will make comprehensive group hospital, prescription drug and medical coverage through an HD-HSA plan, as described herein, available to each eligible Teacher and to his or her eligible dependents.

Teachers who are over the age of 65 or are otherwise ineligible for the HD-HSA program may participate in the HRA, as outlined in appendix E, to provide

hospital, prescription drug and medical coverage. Retirees may participate in the HD-HSA program at their own expense (without deductible contributions).

All individuals with change in status ("qualified life events") during the year will be eligible for the HD-HSA on a pro-rated basis.

(b) **Prescription Drug Coverage**. Although prescription drug coverage provided hereunder is described as part of the Medical Plan, the Board may, at its option, provide such prescription drug coverage through the same carrier as or through a different carrier from the one that provides hospital/medical coverage hereunder.

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

SECTION 3. **(a)** **Means Of Providing Coverage 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 substantially equivalent to the level of covered services in effect as of July 1, 2012. The Board will provide the Association with as much advance notice as practicable of its plan to change the means by which it provides such coverage or to self-insure, which, under normal circumstances, shall be not less than sixty (60) days in advance.

(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 Teacher 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 Teacher 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. **Long Term Disability.** Each tenured Teacher, upon successful completion of his or her fourth (4th) year of continuous service as a

Teacher in the Darien School System, shall enroll in the Board's Long Term Disability Plan in accordance with and subject to the terms and conditions set forth in such Plan and the following:

(a) monthly benefits shall not exceed 60% of the Teacher's monthly salary as of his or her last day worked, up to a maximum monthly disability payment of $4,500, during the term of this Agreement;

(b) monthly disability payments will begin with the seventh (7th) consecutive month following the month in which the disability occurs and will continue to be made each month thereafter during the period of disability until the Teacher ceases to be totally and permanently disabled, dies, reaches age 65,[1] or becomes eligible for normal retirement benefits under the Connecticut State Teachers Retirement Fund, as defined in Section 10-183f(a) of the Connecticut General Statutes, whichever occurs first; and

(c) monthly benefit payments will be reduced by any amount paid the Teacher through workers' compensation, social security, retirement benefits, other disability benefits for which the Teacher is eligible, including, among others, disability retirement benefits, and any other offset normally found in long term disability policies.

SECTION 5. Costs of Coverage. (a) Medical Plan. HD-HSA. The Board and each regular full-time Teacher will share the premium cost for the individual, two-person or family coverage under the HD-HSA plan the Teacher elects pursuant to Section 1 of this Article as follows: the Board will pay an amount equal to eighty percent (80%), provided that the Board contribution toward premium for the HD-HSA plan shall be reduced to seventy nine percent (79%) effective July 1, 2019. The Teacher will pay the balance of the premium cost for coverage and will authorize the Board to make regular periodic payroll deductions, as determined by the Board, to pay his or her share of the premium cost.

(b) Dental Plan. For coverage under the Dental Plan for each eligible regular full-time Teacher who selects coverage and his or her eligible dependents, the Board shall pay the same percentage of the premium cost of the Dental Plan as the Board pays of the premium cost of the Teacher's HD-HSA or PPO (OAP) plan. The Teacher shall pay the balance through payroll deductions as described in subparagraph (a) above.

(c) Long-Term Disability Plan. The Board shall pay eighty percent (80%) of the premium cost for coverage under the Long-Term Disability Plan for each covered Teacher. The Teacher shall pay the balance through payroll deductions as described in subparagraph (a) above.

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[1] Consistent with ADEA requirements.

(d) Eligible Part-Time Teachers. The Board's obligation to pay a portion of the premium for coverage for eligible regular part-time Teachers (those who are assigned to work a regular schedule of half (1/2) a full-time schedule or more) under the Medical and Dental Plans provided for in Sections 1 and 2 above shall be pro-rated based on the portion of a regular full-time schedule to which each eligible regular part-time Teacher is regularly assigned, respectively, and the Teacher shall pay the balance pursuant to regular payroll deductions in accordance with the provisions set forth in subparagraphs (a)-(c) above.

SECTION 6. Life Insurance. The Board will provide group term life insurance coverage for each full-time Teacher in an amount equal to one and one-half (1½) times the Teacher's regular annual salary rate as set forth on the then-applicable salary schedule (i.e., Appendix A-1, A-2 or A-3). Teachers will not be required to contribute to the premium for such coverage.

SECTION 7. Vandalism. The Board will reimburse each Teacher up to a maximum of $500 or the amount provided as a deductible on the Teacher's own automobile insurance, whichever is the lesser, for damage to his/her automobile caused by vandalism while the automobile was parked on school property at a time when the Teacher was engaged in performing his/her professional responsibilities.

SECTION 8. Change of Carriers. The Board, after consultation with the Association, may change insurance carriers or self insure in whole or in part at any time, providing coverage will be made available at a level that is substantially equivalent to the level of covered services available under the plans in effect as of the effective date of this Agreement, subject to the terms and conditions set forth in the Plan and in this Article.

SECTION 9. Eligibility for Benefits. Eligibility for benefits described in Sections 1, 2 and 4 hereof shall be determined exclusively in accordance with the provisions of the respective insurance policies acquired by the Board to provide said benefits, and any dispute relating to eligibility for or the amount of benefits in any individual case shall be processed by the Teacher directly with the respective insurance carrier and shall not subject the Board to any claim in any forum.

SECTION 10. RA Plan. The Board will maintain, pursuant to the provisions of Section 125 of the Internal Revenue Code, a Limited Purpose Reimbursement Account Plan (an "RA Plan") for the purpose of enabling eligible Teachers to divert a portion of their gross salaries, prior to reduction for federal income or social security taxes, into an account from which, during the course of the Plan Year, they can be reimbursed for their share of Group Insurance Premiums (Premium Conversion), dental and vision costs which are not

covered by the Medical or Dental Plans described in this Article (Dental and Vision Reimbursement) and Dependent Care costs (Dependent Care Reimbursement). Each Teacher will be permitted to divert a maximum of $5,000 per Twelve Month-Year for Dependent Care, and $3,000 per Plan Year for Dental and Vision Reimbursement. There is no specific maximum limit for Premium Conversion, but all diversions of income to the RA Plan are subject to applicable provisions of the Internal Revenue Code.

In addition, 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) The RA Plan Year will coincide with the Group Insurance Plan Year, which, as of the effective date of this Agreement, begins July 1 annually.

(c) Each Teacher desiring to participate in the RA Plan must, during the month of June annually, apply for participation and enroll by submitting completed forms setting forth the amount he/she wishes to divert to his/her RA account during the Plan Year up to the *maxima* set forth above, which shall be divided by the number of payroll periods scheduled for such Plan Year to determine the amount to be diverted from each paycheck during such Plan Year.

(d) As a condition precedent to the establishment of an account under the RA Plan, the Teacher must submit to the RA Teacher, on forms approved by the Board, written authorization for the Board to deduct from his or her pay 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 a Teacher terminates for any reason while he or she is a participant in the RA Plan, the Teacher will be permitted to withdraw the unencumbered balance from his/her RA Plan Account.

(f) Unexpended balances in each RA Account at the end of the 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 the terms of the Internal Revenue Code. In the event the RA Plan Teacher 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 Teacher shall take such action as he/she deems appropriate, under rules uniformly applicable to similarly situated participants.

ARTICLE V
NORMAL WORKING HOURS

SECTION 1. The normal workday of each classroom Teacher will be as established by the Board for students in the Teacher's school, but each Teacher shall be in his/her building and available for duty before the opening and after the closing of the daily session for students for a time considered reasonable to fulfill all of the Teacher's obligations.

SECTION 2. While the Board and its Teachers recognize that, to be effective, participation in co-curricular activities must be voluntary, they also recognize that co-curricular activities form an integral part of the public school education in Darien and, therefore, an integral part of the responsibilities of the Teachers. Accordingly, Teachers will each make a commitment to participate periodically in the co-curricular program and/or other activities outside the classroom or office which relate to the total school or system-wide community.

SECTION 3. Secondary teachers shall have at least one (1) preparation period daily of forty five (45) minutes on a regular school day.

Elementary teachers shall have at least one (1) preparation period daily, averaging forty five (45) minutes per day, with at least thirty (30) minutes each regular school day.

SECTION 4. Teachers assigned to cover a class during their scheduled preparation time shall receive a stipend of thirty dollars ($30.00) per class.

ARTICLE VI
LEAVE OF ABSENCE

SECTION 1. **Sick Leave.** **(a)** Each Teacher will accumulate sick leave entitlement at the rate of fifteen (15) days per fiscal year, up to a total maximum of 187 days. If the Teacher is absent from work because of his or her

inability to work due to illness, injury or pregnancy, he/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 Teacher has accumulated. A Teacher may use up to two days per year of his/her accumulated sick leave for illness of members in the immediate family who reside in his/her household.

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

(1) he/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; and

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

(3) where the inability to work or the anticipated time of the inability to work extends for more than five (5) consecutive school days, (i) he/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 Teacher to resume his/her job duties and certifying that the Teacher is physically fit to resume the full duties of his/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 Teacher to the identical or to an equivalent position in the system without reduction in his/her annual salary rate and without loss of accumulated rights and benefits.

(d) In the event that a Teacher does not return to work promptly after his/her inability to work has ended and on the date scheduled by the Superintendent in accordance with the provisions of subsection (c) hereof, the Teacher will be deemed to have resigned effective at the end of his/her inability to work, and his/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 inability to work, either by requiring a doctor's certificate or otherwise, no matter what the duration of the alleged inability to work.

(f) Should a teacher exhaust sick leave after suffering a catastrophic illness as determined by the Superintendent in consultation with the DEA President, such teacher may receive up to an additional thirty (30) days of sick leave as may be donated by other teachers, who may each donate two days of sick leave.

SECTION 2. **Child Care Leave.** A child care leave shall be granted to a Teacher to care for the Teacher's child on the child's birth or adoption, subject to the following conditions:

(a) The request to take such leave shall be in writing;

(b) The request shall be filed with the Superintendent and/or his/her designee;

(c) The request shall be filed as soon as practicable after the Teacher learns of the need for the leave;

(d) The leave shall be for a period authorized by the FMLA or the remainder of the school year except as the Superintendent or his/her designee may in his/her discretion determine is in the best interests of the school district, after meeting personally with the teacher who requests such exception.;

(e) The Teacher will cooperate with the Superintendent with respect to the exact timing of the leave in order to enable the Superintendent to find a suitable replacement, as determined by the Superintendent, for the Teacher requesting the leave;

(f) The leave shall be without pay;

(g) Upon returning from such leave, the Teacher will be assigned to the position he or she occupied as of his/her last day worked prior to the leave or to an equivalent position for which he/she is qualified in the judgment of the Superintendent; and

(h) Notwithstanding any other provision of this Agreement, a Teacher granted a leave of absence shall not be exempt from the operation of the layoff and recall procedures.

The provisions set forth above shall be subject to and shall be interpreted and applied in accordance with the provisions of the Family and Medical Leave Act ("FMLA").

SECTION 3. **Personal/Funeral Leave.** **(a)** All full-time Teachers will be entitled to leaves for personal reasons not to exceed three (3) days per year for the following reasons:

(1) Sickness of member of immediate family

(2) Legal obligations

(3) Other justifiable reasons

Requests for such purposes must be made to the Superintendent through the Principal or appropriate supervisor, and the Teacher must state the reason for each request, provided that a Teacher will not be required to give a reason for use of one (1) of the aforementioned three (3) days in situations where the need for the day is compelling and the Teacher feels the need to keep the reason private. Such a day is not to be taken immediately before or after a holiday or vacation.

(b) Teachers will be entitled to up to five (5) consecutive work days funeral leave with pay in the event of a death in the immediate family (i.e. spouse, child, father, mother, brother, sister, mother-in-law, father-in-law). The Superintendent will have the discretion to grant additional leave without loss of pay beyond the aforesaid five (5) days in cases that the Superintendent considers to present extreme circumstances.

SECTION 4. Teachers may be granted additional days leave without loss of pay to allow for visiting days at institutes, organizational meetings, conferences, etc., which will add to the Teacher's capability. A request for leave for such purpose must be made in accordance with administrative regulations.

SECTION 5. **Jury Duty.** **(a)** Teachers summoned for jury duty in a state or federal court shall promptly notify the Superintendent, and/or his/her designee, of such summons and the date scheduled for appearance. Such Teachers recognize that the law permits postponements of such service to a time when they are not scheduled to work; and they also recognize their responsibility to provide continuity of the educational program within a work year of limited duration. Accordingly, such Teachers will take whatever steps are necessary to accommodate their duty to perform jury service with their responsibilities to discharge their teaching and other professional duties.

(b) An eligible Teacher who reports for jury duty on his or her scheduled work day in response to a summons issued by a state or federal court shall not lose his or her regular pay for such day or for succeeding days on which he or she is required to report or serve as a juror. Each regular day's pay will be offset by the *per diem* the Teacher receives for such jury service. To be eligible for such pay, the Teacher must report to work on each such day on which he or she is

excused from jury service prior to the end of his or her regular work day, unless excused from so reporting by his or her principal or supervisor.

SECTION 6. **Unpaid Leave of Absence.** **(a)** Teachers may apply for unpaid leaves of absences in accordance with the following:

(1) application for leave shall be in writing;

(2) application shall be filed with the Superintendent and/or his/her designee;

(3) application shall be filed as soon as practicable after the Teacher learns of the need for the requested leave; and

(4) application shall not be for a leave which extends beyond one work year.

(b) Granting or denying leaves shall be in the discretion of the Superintendent.

(c) A Teacher granted a leave of absence pursuant to this provision shall not be paid during the leave and, upon termination of such leave, shall be assigned to the position he/she occupied as of his/her last day worked prior to the leave or to another position for which he/she is qualified in the judgment of the Superintendent.

(d) Notwithstanding any other provision of this Agreement, a Teacher granted a leave of absence shall not be exempted from operation of the layoff and recall procedures.

(e) A Teacher on leave shall have the option to continue group insurance coverage by paying 100% of the premium.

To the extent these provisions are applied to a leave that would qualify as a leave under the Family and Medical Leave Act ("FMLA"), the leave shall be governed by and subject to the FMLA and shall count toward leave required by the FMLA.

SECTION 7. The President of the Association shall be permitted to take up to a maximum of three (3) full days leave per normal workyear without loss of pay to attend conventions or workshops sponsored by the Association or its affiliates provided he/she gives sufficient prior notice of each such day to his/her immediate supervisor to insure proper coverage of his/her work assignments. The Board will schedule 0.2 release time to assist her/him in the execution of her/his duties as President of the Association if she/he is not an elementary classroom teacher. The President of the Association will use this release time to carry on school/Association business, and she/he will be available

throughout the day not only to teachers but also to administrative personnel. In addition, the President of the Association shall be released from building duties during his/her term.

SECTION 8. Any leave or time off taken under any of the leave provisions set forth in this Agreement will also be counted toward satisfying any statutorily mandated leaves for which such contractual leave or time off qualifies, including, but not limited to, the federal Family and Medical Leave Act.

Any Teacher who takes a leave of absence under the Family and Medical Leave Act ("FMLA") because of his or her own serious health condition will be required to substitute his or her accrued but unused sick leave for the beginning of such leave until such accrued sick leave is exhausted or the leave ends, whichever occurs sooner. Any Teacher who takes a leave of absence under the FMLA in order to care for his or her spouse, child or parent who has a serious health condition or for any other reason permitted by the FMLA will be required to substitute his or her unused personal leave for the beginning of such leave until such unused personal leave is exhausted or the leave ends, whichever occurs sooner.

ARTICLE VII
LAYOFF AND RECALL

SECTION 1. **Layoff Procedures.**

(a) In the event the Board determines that the number of Teachers within a department, subject or specialty area, grade level, or school should be reduced by layoff, Teachers will be laid off in the following order:

First: Teachers holding Durational Shortage Area Permits (DSAPs)
Second: Non-Tenured Teachers
Third: Tenured Teachers

(b) In exercising its judgment, the Board will not act arbitrarily or capriciously, but will act in an effort to keep the most qualified Teachers irrespective of their salaries. In determining the relative qualifications between two tenured Teachers, the Board will take into account their respective lengths of continuous service in the system, professional training, prior evaluations and experience in the subject area or area of assignment. Where two or more tenured Teachers are equally qualified, the tenured Teacher with greater length of continuous service as a Teacher in the Darien System will be given the option to remain. The Board may use its own discretion in choosing among non-tenured Teachers.

(c) The provisions of this Section 1 will not be subject to the Grievance and Arbitration Procedures set forth in Article XVII hereof.

SECTION 2. **Recall Procedure.** **(a)** The name of any tenured Teacher whose services have been terminated because of the elimination of a position or a reduction in professional staff shall be placed upon a recall list and remain on such list for three years provided such Teacher does not refuse a reappointment and provided such Teacher applies in writing by registered mail for retention of his/her name on said list on or before June 1 of each year subsequent to his/her termination.

(b) Any Teacher on the recall list shall receive a written offer of reappointment at least thirty (30) days prior to the date of reemployment. The Teacher shall accept or reject the appointment in writing within ten (10) days. If he/she accepts the appointment, he/she shall receive a written contract at least fifteen (15) days prior to the effective date of reemployment, where possible.

(c) Teachers will be recalled in reverse sequence of staff reduction, if they possess the necessary certification and qualifications for open positions.

(d) No new Teachers shall be hired before Teachers on the recall list who possess the necessary certification and qualifications are recalled or decline the opening.

(e) Teachers being recalled shall be placed at the top of the list of all Teachers whose length of seniority is the same as that of the returning Teacher.

(f) The separation of a Teacher pursuant to this procedure will not affect any fringe benefits earned and/or accumulated, or benefits to be earned and/or accumulated when reemployed, with the exception of salary schedule increments and years of service as applied to Teachers' retirement.

SECTION 3. **Certification and Seniority List.** The Superintendent shall, by February 1 of each work year, provide to the President of the Association, a complete seniority list with each Teacher's area(s) of certification.

ARTICLE VIII
ACCIDENT BENEFITS

SECTION 1. Whenever a Teacher is absent from school as a result of personal injury caused by an accident or an assault arising out of and in the course of his/her employment, he/she will be paid the equivalent of his/her full salary (i.e., the difference between the amount received as workers' compensation benefits and his/her *per diem* rate as of the last day worked) for the period of such absence, but in no event longer than for a period of six (6) months. No part of such absence will be charged to his/her annual or accumulated sick leave.

SECTION 2. If the Board requires a Teacher to have a medical examination, the Board will reimburse the Teacher for the cost of such examination up to an amount equal to the reasonable and customary costs for the type of medical examination required or the actual fee charged for the examination, whichever is less, provided the Teacher authorizes the examining physician to make the results of such examination available to the Board.

ARTICLE IX
VACANCIES AND PROMOTIONS

SECTION 1. The filling of vacancies in the certified professional staff of the Darien School System is the responsibility of the Board acting upon the recommendations of and with the advice of the Superintendent.

SECTION 2. In the exercise of the responsibility described in Section 1 hereof, the Board agrees to publicize in writing available vacancies for promotions and for positions which would provide salary advancements (hereinafter referred to as "promotional vacancies") as follows:

(a) All vacancies which the Board decides to fill on a regular basis in the certified professional staff of the Darien School System including those that provide for salary advancement through promotion for present members of that staff will be publicized at least ten (10) days prior to filling such vacancies on a regular basis on the district website and through an email list to which teachers may subscribe. The Superintendent may ask that the Association agree to shorten or waive the posting period. Such agreement shall not be unreasonably withheld.

(b) Promotional vacancies may be filled on a temporary basis for no longer than a normal work year.

(c) Teachers appointed to "act" in a position will be remunerated at an annual salary rate no less than the then-current minimum for the position in which they are appointed to "act", provided, this provision will not apply in cases where the Teacher is assigned to "act" in a position from which the incumbent is absent or on leave.

SECTION 3. When, in the judgment of the Board, the qualifications, attainments and professional backgrounds of candidates for promotional vacancies are equal, first consideration in filling such promotional vacancies will be given to candidates then currently employed by the Darien School System.

SECTION 4. Written notification of the filling of promotional vacancies will be given to each candidate.

ARTICLE X
TRANSFERS

SECTION 1. The Board will continue to have the right to transfer Teachers when it deems necessary for the efficient operation of a grade, school or educational level.

SECTION 2. When a change in the number of Teachers in a school is necessary, qualified Teachers who volunteer will be considered first.

SECTION 3. Teachers who desire a change in grade and/or subject assignment or who desire to transfer to another building will file a written statement of such desire with the Superintendent no later than March 1. Such statement will include the grade and/or subject to which the Teacher desires to be assigned or the school or schools (in order of preference, if the Teacher has preferences) to which he/she desires to be transferred.

Notice of transfer will be given to the Teacher no later than June 1, if possible.

Reasons for not meeting the request will be given to the Teacher in writing.

ARTICLE XI
EMPLOYMENT OF SUBSTITUTE TEACHERS

SECTION 1. It is the Board's policy to employ substitute teachers whenever a Teacher is absent for a half-day (1/2) or longer. Such substitutes will normally be persons competent in the area(s) for which the regular Teacher is responsible. To provide for situations when persons with the appropriate competencies are unobtainable, arrangements will be made in advance to enable other substitutes to supervise the classes.

SECTION 2. It is the responsibility of the Teacher, when a substitute is needed, to notify the person designated by the administration to obtain substitutes for that school or department.

SECTION 3. It is recognized that emergency situations may arise when it may not be feasible to carry out the policy set forth in Section 1 above. In such cases, it is expected that fellow Teachers will offer their help as a part of their professional responsibilities.

SECTION 4. A substitute possessing an appropriate state certificate, dated previous to the opening of school for the year in which his or her services are retained, who is retained by the Board for a period which exceeds fifty (50)

consecutive normal work days in the same position in the Teachers' bargaining unit will, effective as of the fifty-first (51st) consecutive normal work day in such position, be covered by the provisions of the Agreement set forth below and be compensated at a salary level determined in accordance with Article III, Section 2, but need not be compensated at a salary level higher than BA Level 5. Such substitutes will not be covered by any other provisions of this Agreement.

(1) Article VI, Section 1, Sick Leave (excluding extended sick leave) on a *pro rata* basis, but only if the regular Teacher whom the substitute is replacing is not being paid;

(2) Article XVI, Dues Deduction and Service Fee Deduction;

(3) Article XVIII, Work Continuity;

(4) Article XVII, Grievance Procedure, but only insofar as the substitute is expressly covered by this Agreement, as set forth herein.

Each period of substitute service will be treated separately and non-cumulatively.

ARTICLE XII
SCHOOL MEETINGS

SECTION 1. Attendance at any meeting which takes place during the work year on a weekend, holiday or regularly scheduled vacation will be voluntary.

SECTION 2. Teachers may be required to attend staff or department meetings outside the regularly scheduled work day up to one and one-half (1½) hours two (2) days each month or the equivalent of three (3) hours per month.

SECTION 3. Attendance at evening functions other than the fall open house and the spring open house, is encouraged but will be voluntary.

ARTICLE XIII
MISCELLANEOUS

SECTION 1. An administrator or supervisor will not use the public address or audio system for the purpose of monitoring or observing a Teacher's work performance.

SECTION 2. A Teacher shall have electronic access to a copy of his/her evaluation report or reports prepared by his/her immediate supervisor, and may

discuss such report or reports with his/her immediate supervisor. Such request will be made to his/her immediate supervisor.

SECTION 3. A Teacher may request to review the supervisory records or reports of competence, personal character and efficiency contained in his/her personnel file with reference to the evaluation of his/her performance as a Teacher. The request must be made to the Superintendent or his/her designee. Such review will be permitted as soon as practicable following receipt of the request. The Teacher may submit a written comment with respect to any such material contained in his/her personnel file and, upon the Teacher's request, such comment will be attached to the file copy of the material.

SECTION 4. **Resignations.** Teachers resigning their employment must give the Superintendent as much advance notice as possible. Such notice shall be in writing and shall be delivered at least 30 days in advance of the actual resignation date. This 30 day advance notice requirement may be waived with prior approval of the Superintendent.

SECTION 5. The Board will establish a Section 457 Account plan based on the CASBO model and will permit teachers to participate in this plan at their own cost.

SECTION 6. **Tuition Reimbursement.** The Board shall establish a fund of $50,000 for the purpose of reimbursing teachers who hold an MA degree 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 teacher's assignment.

(b) The course must be approved in advance by the Superintendent. At the time of approval, the Superintendent shall notify the teacher 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 foregoing conditions are met, such teachers shall be reimbursed $300 per credit hour or the actual cost of the course, whichever is less.

(f) No more than six (6) credits per year per teacher can be submitted for reimbursement.

SECTION 7. **Just cause.** No Teacher shall be disciplined (i.e. reprimanded in writing, denied an increment or suspended) without just cause. Termination or non-renewal of contract is subject to review under Conn. Gen. Stat. § 10-151 and in no other manner.

ARTICLE XIV
TRAVEL REIMBURSEMENT

A Teacher will be reimbursed at the rate per mile allowed by the IRS for using his/her own automobile for work related travel designated by the Board as reimbursable travel. Travel to and from out-of-district professional development activities and conferences sponsored by the Board shall be work-related travel and shall be reimbursable, including mileage, train/air fares, parking costs and tolls.

ARTICLE XV
DUES DEDUCTION AND
SERVICE FEE DEDUCTION

SECTION 1. **Conditions of Employment.** All Teachers employed by the Board shall, as a condition of employment, join the Association or pay a service fee to the Association. Said service fee shall not be greater than the amount uniformly required of members of the Association which represents the costs of collective bargaining, contract administration and grievance adjustment. Part-time Teachers may pay a prorated portion of the Association dues or service fee as determined by the Association.

SECTION 2. **Deductions.** The Darien Board of Education agrees to deduct from each Teacher an amount equal to the Association membership dues or service fee by means of payroll deductions. The amount of the deduction from each paycheck for membership dues shall be equal to the total annual Association membership dues divided by the number of paychecks from which such deductions will be made. The amount of the service fee deduction from each paycheck shall be equal to the total annual service fee divided by the number of paychecks from which such deduction will be made, from and including the first paycheck in January through and including the last paycheck for the work year. The amount of Association membership dues shall be certified by the Association to the Board of Education prior to the opening of school each year. The amount of service fee shall be certified by the Association to the Board of Education prior to January of each school year.

SECTION 3. **Subsequent Employment.** Those Teachers whose employment commences after the start of the school year shall pay a prorated amount equal to the percentage of the remaining school year.

SECTION 4. **Forwarding of Monies.** The Board agrees to remit electronically the amount of money deducted during that month to an account specified by the Association. The Board shall provide the Association a list of Teachers from whom such deductions were made.

SECTION 5. **Save Harmless.** The Association will indemnify and hold the Board harmless against any liability which arises or which may arise by reason of any action taken by the Board in complying with the provisions of this Article. The Board will give the Association written notice of any claim, demand or suit made or filed against the Board by reason of any such action taken by the Board and, in circumstances presenting no conflict between the interests of the Board and the Association, the Board will cooperate with the Association in gathering relevant evidence and securing witnesses. It is expressly understood that the Association's obligation to indemnify and hold the Board harmless as described above will not apply to any claim, demand or suit brought or made against the Board as a result of the Board's willful misconduct or the Board's failure or refusal to comply with the obligations imposed upon it by this Article.

ARTICLE XVI
GRIEVANCE PROCEDURE

SECTION 1. **Purpose.** The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to claims that the Board has violated a specific provision of this Agreement. Both the Board and the Association agree that proceedings shall be kept as confidential as is appropriate.

SECTION 2. **Definitions.(a)** As used in this Agreement, the word "Grievance" is hereby defined to mean any claim that a specific provision of the Agreement has been violated, misinterpreted or misapplied by the Board or the Superintendent (or Superintendent's agent), or by an administrator acting in a supervisory capacity.

(b) As used herein, the word "Grievant" is hereby defined to mean any Teacher 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 to the Grievance. "Days", as used in this Article, will mean days when the Teacher is scheduled to be at work.

(b) If a Teacher does not file a Grievance in writing within twenty (20) days after he/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.** The procedure set forth in this Article shall be the exclusive means for processing Grievances.

(a) **FIRST STEP - - GRIEVANT AND IMMEDIATE SUPERVISOR - - INFORMAL.**

The Grievant will discuss the matter with his/her immediate supervisor or principal, directly or through the Association representative, with the objective of resolving the matter informally.

(b) **SECOND STEP - - GRIEVANT AND IMMEDIATE SUPERVISOR - - FORMAL.**

If the Grievant is not satisfied with the outcome of the informal procedure and he/she desires to proceed further, he/she will present his/her claim as a written Grievance to his/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 after receipt of the Grievance, 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 Grievant's 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) If the Grievance has not been adjusted satisfactorily in the Third Step and the Association desires to proceed further, only the Association may submit the Grievance to arbitration, but

only in accordance with all of the following terms and conditions:

(i) The Grievance must arise out of and involve the interpretation or application of a specific provision of this Agreement and will not be arbitrable if it claims a right, benefit or obligation not expressly set forth in this Agreement.

(ii) The Association's submission to arbitration must be made in writing by certified mail, with a copy to the Superintendent, postmarked within 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 fifteen (15) days after discussion of the Grievance with the Superintendent.

(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 was 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 Teacher'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 present a Grievance involving a group of Teachers in more than one school through the Grievance Procedure commencing at the Third Step hereof. Grievances involving more than one Teacher at the same school will be submitted by the Association in accordance with the Second 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 Article and Section of this Agreement alleged to have been violated. Any person rendering a decision under this Grievance Procedure will sign the Grievance Form certifying the decision made.

ARTICLE XVII
WORK CONTINUITY

The Association agrees, on behalf of itself and all Teachers, that no Teacher, individually or collectively, will, for the duration of this Agreement, engage in a strike, work stoppage, slowdown, curtailment or restriction of work. The Board agrees not to "lockout" its Teachers.

ARTICLE XVIII
DURATION

This Agreement will take effect as of July 1, 2017 and continue in full force through June 30, 2020.

The Board or the Association may reopen negotiations in accordance with Conn. Gen. Stat. Section 10-153f(e) if the cost of the medical insurance plan offered herein is expected to result in the triggering of an excise tax under the Patient Protection and Affordable Care Act ([ACA; P.L. 111-148], as amended, inter alia, by the Consolidated Appropriations Act of 2016 [P.L. 114-113]) and/or if there is any material amendment to the ACA that would substantially increase the cost of the medical insurance plan offered herein. Reopener negotiations shall be limited to health insurance plan design and funding, premium cost share and/or introduction of an additional optional health insurance plan.

DARIEN BOARD OF EDUCATION

By _____

Its Chairperson

DARIEN EDUCATION ASSOCIATION

By _____

Its President

APPENDIX A-1
TEACHERS SALARY SCHEDULE
2017-2018

Step	BA	MA	MA+15	MA+30	MA+60	PhD
3		53,058	54,770	56,996	61,838	65,717
4	46,467	55,379	57,076	59,335	64,236	68,098
5	48,825	57,801	59,480	61,770	66,726	70,566
6	51,303	60,329	61,985	64,304	69,313	73,122
7	53,906	62,968	64,595	66,943	72,000	75,772
8	56,642	65,722	67,315	69,690	74,791	78,518
9	59,516	68,597	70,150	72,549	77,690	81,363
10	62,537	71,597	73,104	75,526	80,702	84,311
11	65,710	74,728	76,182	78,625	83,831	87,366
12		77,997	79,390	81,851	87,080	90,531
13		81,408	82,733	85,210	90,456	93,812
14		84,969	86,217	88,706	93,963	97,211
15		88,686	89,848	92,346	97,606	100,733
16		92,565	93,631	96,135	101,390	104,383
17		96,613	97,574	100,080	105,320	108,165
18		100,839	101,683	104,187	109,403	112,085
19		105,250	105,965	108,462	113,644	116,146

As a result of the restructuring of the salary schedule effective on July 1, 2017, teachers shall not advance a step from their 2016-17 step placement.

APPENDIX A-2
TEACHERS SALARY SCHEDULE
FOR 2018-2019

Step	BA	MA	MA+15	MA+30	MA+60	PhD
3		53,589	55,318	57,566	62,457	66,374
4	46,932	55,478	57,179	59,442	64,351	68,221
5	48,913	57,905	59,587	61,881	66,846	70,693
6	51,395	60,438	62,096	64,420	69,437	73,254
7	54,004	63,081	64,711	67,063	72,129	75,908
8	56,642	65,840	67,436	69,815	74,925	78,659
9	59,516	68,720	70,276	72,680	77,830	81,509
10	62,537	71,726	73,235	75,662	80,847	84,462
11	66,545	74,863	76,319	78,767	83,981	87,523
12		78,137	79,533	81,999	87,237	90,694
13		81,555	82,882	85,363	90,619	93,980
14		85,122	86,372	88,866	94,132	97,386
15		88,686	89,848	92,346	97,606	100,733
16		92,565	93,631	96,135	101,390	104,383
17		96,613	97,574	100,080	105,320	108,165
18		100,839	101,683	104,187	109,403	112,085
19		106,586	107,311	109,839	115,088	117,621

Eligible teachers shall advance a step on July 1, 2018.

APPENDIX A-3
TEACHERS SALARY SCHEDULE
FOR 2019-2020

Step	BA	MA	MA+15	MA+30	MA+60	PhD
3		54,125	55,871	58,142	63,082	67,038
4	47,401	56,033	57,751	60,036	64,995	68,903
5	49,402	58,079	59,766	62,067	67,047	70,905
6	51,549	60,438	62,096	64,420	69,437	73,254
7	54,004	63,081	64,711	67,063	72,129	75,908
8	56,642	65,840	67,436	69,815	74,925	78,659
9	59,516	68,720	70,276	72,680	77,830	81,509
10	62,912	71,726	73,235	75,662	80,847	84,462
11	67,463	74,863	76,319	78,767	83,981	87,523
12		78,137	79,533	81,999	87,237	90,694
13		81,555	82,882	85,363	90,619	93,980
14		85,122	86,372	88,866	94,132	97,386
15		88,686	89,848	92,346	97,606	100,733
16		92,565	93,631	96,135	101,390	104,383
17		96,613	97,574	100,080	105,320	108,165
18		101,444	102,293	104,812	110,059	112,758
19		108,057	108,792	111,355	116,676	119,244

Eligible teachers shall advance a step on July 1, 2019.

Appendix B-1
HIGH SCHOOL COACHES' PAY LEVELS

CATEGORY	HEAD COACHES	ASSISTANT COACHES AND JUNIOR VARSITY
1	FOOTBALL	
2	BASKETBALL - BOYS BASKETBALL - GIRLS ICE HOCKEY - BOYS ICE HOCKEY - GIRLS LACROSSE - GIRLS LACROSSE - BOYS VOLLEYBALL GIRLS VOLLEYBALL BOYS	
III	GYMNASTICS SOCCER - GIRLS SOCCER - BOYS BASEBALL SOFTBALL WRESTLING INDOOR TRACK - BOYS INDOOR TRACK - GIRLS OUTDOOR TRACK - BOYS OUTDOOR TRACK - GIRLS SWIMMING - BOYS SWIMMING - GIRLS FIELD HOCKEY	
IIIA	ASSISTANT FOOTBALL (7)	
IV	TENNIS - BOYS CHEERLEADING FALL (COED) CHEERLEADING WINTER (COED) TENNIS - GIRLS FOOTBALL (FRESHMAN) GOLF - BOYS GOLF - GIRLS CROSS COUNTRY - BOYS CROSS COUNTRY - GIRLS SKI RACING - (COED) SAILING - (COED) SQUASH (COED) RUGBY	J.V. BOYS BASKETBALL J.V. GIRLS BASKETBALL ICE HOCKEY BOYS ASSISTANT ICE HOCKEY GIRLS ASSISTANT LACROSSE ASSISTANT – BOYS (2) LACROSSE ASSISTANT – GIRLS (2) ASSISTANT BASKETBALL BOYS ASSISTANT BASKETBALL GIRLS ASSISTANT VOLLEYBALL - GIRLS ASSISTANT VOLLEYBALL - BOYS

CATEGORY	HEAD COACHES	ASSISTANT COACHES AND JUNIOR VARSITY
V	BASKETBALL (FRESHMEN) - BOYS BASKETBALL (FRESHMEN) - GIRLS SOCCER (FRESHMEN) - BOYS SOCCER (FRESHMEN) - GIRLS BASEBALL (FRESHMEN) SOFTBALL (FRESHMEN) FIELD HOCKEY (FRESHMEN) LACROSSE (FRESHMEN) - BOYS LACROSSE (FRESHMEN) - GIRLS VOLLEYBALL (FRESHMEN) - GIRLS	SWIMMING ASSISTANT - BOYS (2) SWIMMING ASSISTANT – GIRLS (2) SOCCER ASSISTANT - BOYS SOCCER ASSISTANT - GIRLS J.V. SOCCER - BOYS J.V. SOCCER - GIRLS J.V. BASEBALL J.V. SOFTBALL WRESTLING ASSISTANT INDOOR TRACK ASSISTANT – GIRLS (2) INDOOR TRACK ASSISTANT - BOYS (2) OUTDOOR TRACK ASSISTANT – BOYS (3) OUTDOOR TRACK ASSISTANT – GIRLS (3) ASSISTANT FIELD HOCKEY J.V. FIELD HOCKEY J.V. VOLLEYBALL GIRLS JV VOLLEYBALL BOYS JV ICE HOCKEY BOYS JV GOLF BOYS JV GOLF GIRLS J.V. LACROSSE - BOYS J.V. LACROSSE - GIRLS J.V. TENNIS - BOYS J.V. TENNIS – GIRLS J.V. CHEERLEADING FALL (COED) ASSISTANT SKIING ASSISTANT GYMNASTICS ASSISTANT BASEBALL ASSISTANT SOFTBALL ASSISTANT CROSS COUNTRY BOYS ASSISTANT CROSS COUNTRY GIRLS ASSISTANT SAILING ASSISTANT CHEERLEADING FALL (COED) ASSISTANT CHEERLEADING WINTER (COED) FOOTBALL ASSISTANT (FRESHMAN) FACULTY MANAGER - BOYS FACULTY MANAGER – GIRLS FACULTY MANAGER FALL (2) FACULTY MANAGER SPRING(2)

APPENDIX B – 2
HIGH SCHOOL COACHES' SALARY SCHEDULE

EFFECTIVE JULY 1, 2017

	LEVEL		
CATEGORY	***1***	***2***	***3***
1	$6,968	$8,518	$9,369
2	$5,709	$6,954	$7,650
III	$5,328	$6,491	$7,140
III A	$4,892	$5,976	$6,575
IV	$3,601	$4,486	$4,939
V	$3,229	$3,944	$4,341

Individuals occupying High School Coaches' positions will advance one level with each satisfactory year of service completed.

EFFECTIVE JULY 1, 2018

	LEVEL		
CATEGORY	***1***	***2***	***3***
1	$7,107	$8,688	$9,556
2	$5,823	$7,093	$7,803
III	$5,435	$6,621	$7,283
III A	$4,990	$6,096	$6,706
IV	$3,673	$4,576	$5,038
V	$3,294	$4,023	$4,428

Individuals occupying High School Coaches' positions will advance one level with each satisfactory year of service completed.

EFFECTIVE JULY 1, 2019

	LEVEL		
CATEGORY	***1***	***2***	***3***
1	$7,249	$8,862	$9,747
2	$5,940	$7,235	$7,959
III	$5,544	$6,754	$7,428
III A	$5,090	$6,218	$6,841
IV	$3,746	$4,667	$5,138
V	$3,360	$4,104	$4,517

Individuals occupying High School Coaches' positions will advance one level with each satisfactory year of service completed.

Appendix C-1
CO-CURRICULAR POSITIONS

CATEGORY	HIGH SCHOOL	MIDDLE SCHOOL	ELEMENTARY SCHOOL
1	Director of School Musical		
2	Director of Dramatics		
3	Community Council (2) Director of Blue Wave News NEIRAD Yearbook	Musical Director	
4	Contemporary Strings Ensemble/Pop Strings Debate Coach DECA Free Thinkers/Model Congress Jazz Band Director Marching Band Math Team National Honor Society Quiz Bowl Tudor Singers United Nations Club Webmaster	Quiz Bowl Yearbook	
5	Senior Class Advisors (2)	WebMaster	WebMaster
6	First Assistant Drama First Assistant Musical Literary Magazine Percussion Instructor Assistant Quiz Bowl Assistant Math Team Assistant Debate Team Theater 308 Advisor	Assistant Quiz Bowl	

CATEGORY	HIGH SCHOOL	MIDDLE SCHOOL	ELEMENTARY SCHOOL
7	Assistant Blue Wave News Gay/Straight Alliance (2) Junior Class Advisors (2) Music Concerts (3) NEIRAD Assistant Second Assistant Drama Second Assistant Musical Sophomore Class Advisors (2) Tri-M Advisory Yearbook Assistant	Debate Coach Music Concerts (6) Newspaper Outdoor Club (2) Student Council (2) Assistant Yearbook Geography Bee Coordinator Musical Producer	All Town Band All Town Chorus All Town Orchestra Music Concerts (15) Grade 5-6 Jazz Lab

CATEGORY	HIGH SCHOOL	MIDDLE SCHOOL	ELEMENTARY SCHOOL
8	AMICA French/Spanish (2) Anatomy Club DAWG (Darien Animal Welfare Group) Art Club Buddy System Club Computer Club Culture Club Dance Team Eco-Citizens Free Thinkers Freshman Class Advisors (2) Garden Club H.S. Productions – Bs. Mgr. Human Rights (2) JETS Club Odyssey of the Mind Outdoors Club (2) Support Our Soldiers School Drama Lights and Sound School Musical Band Director School Musical Choreographer School Musical Lights & Sound Technology Club Teen Peaceworks United Nations Club Embrace Club Global Connect Club Big Brothers/Big Sisters Invisible Children Musical Choral Director Weekend Alternatives Club	Ambassador Club (2) Camerata Singers Contemporary Strings Ensemble Coordinator – Grade 6 Trip (2) Coordinator – Grade 8 Trip (2) Jazz Ensemble Jazz Lab Literary Magazine Math Club (2) Odyssey of the Mind School Musical Choral Director School Musical Choreographer School Musical Lights & Sound School Musical Set Design Middlesex Middle School Honors Band Ensemble Middlesex Middle School	Enrichment Club (5) Literary Magazine (5) Safety Patrol (5) Student Council (5)

Appendix C-2
CO-CURRICULAR STIPENDS

CO-CURRICULAR STIPENDS
EFFECTIVE JULY 1, 2017

	LEVEL				
CATEGORY	***1***	***2***	***3***	***4***	***5***
1	$4,340	$4,707	$5,016	$6,041	$6,120
2	$3,979	$4,316	$4,598	$5,538	$5,610
3	$3,255	$3,531	$3,763	$4,531	$4,590
4	$2,604	$2,824	$3,010	$3,625	$3,672
5	$2,264	$2,490	$2,715	$2,946	$3,320
6	$1,926	$2,150	$2,378	$2,604	$2,980
7	$1,282	$1,511	$1,736	$1,962	$2,300
8	$1,131	$1,356	$1,586	$1,816	$2,114

Individuals occupying Co-Curricular positions will advance one level with each satisfactory year of service completed

CO-CURRICULAR STIPENDS
EFFECTIVE JULY 1, 2018

	LEVEL				
CATEGORY	***1***	***2***	***3***	***4***	***5***
1	$4,427	$4,801	$5,117	$6,162	$6,242
2	$4,059	$4,402	$4,690	$5,648	$5,722
3	$3,320	$3,602	$3,838	$4,621	$4,682
4	$2,656	$2,881	$3,070	$3,698	$3,745
5	$2,310	$2,540	$2,770	$3,005	$3,387
6	$1,964	$2,193	$2,425	$2,656	$3,040
7	$1,308	$1,541	$1,771	$2,002	$2,346
8	$1,154	$1,383	$1,618	$1,852	$2,157

Individuals occupying Co-Curricular positions will advance one level with each satisfactory year of service completed

CO-CURRICULAR STIPENDS
EFFECTIVE JULY 1, 2019

	LEVEL				
CATEGORY	***1***	***2***	***3***	***4***	***5***
1	$4,515	$4,897	$5,219	$6,286	$6,367
2	$4,140	$4,490	$4,784	$5,761	$5,837
3	$3,386	$3,674	$3,915	$4,714	$4,775
4	$2,709	$2,938	$3,132	$3,772	$3,820
5	$2,356	$2,590	$2,825	$3,065	$3,454
6	$2,004	$2,237	$2,474	$2,709	$3,101
7	$1,334	$1,572	$1,806	$2,042	$2,393
8	$1,177	$1,410	$1,650	$1,889	$2,200

Individuals occupying Co-Curricular positions will advance one level with each satisfactory year of service completed

Appendix D

Stipends for Leadership Positions	***2017-18***	***2018-19***	***2019-20***
Department Coordinator	$4,394	$4,482	$4,572
Plus per teacher coordinated	$190	$194	$198
Service Coordinator	$4,394	$4,482	$4,572
Plus per teacher coordinated	$190	$194	$198
Middle School Team Leader Middle School Curriculum Monitor	$4,394	$4,482	$4,572
Middle School Special Subject Curriculum Monitor	$1,508	$1,538	$1,569
Elementary Library Coordinator	$2,512	$2,562	$2,613
Elementary Testing Coordinator	$2,288	$2,334	$2,381
Student Study Team Coordinator	$2,512	$2,562	$2,613
Art Curriculum Monitor K-12	$4,394	$4,482	$4,572
Plus per teacher coordinated	$190	$194	$198
Physical Education & Health Curriculum Monitor, K-12	$4,394	$4,482	$4,572
Plus per teacher coordinated	$190	$194	$198
Elementary Grade Level Leader (per school per grade)			
1st Year of Experience	$2,512	$2,562	$2,613
2nd year of Experience	$2,762	$2,817	$2,873
3rd Year of Experience	$3,012	$3,072	$3,133
Special Education & Student Services (SESS) Facilitators	$4,394	$4,482	$4,572
(Additional 10 days beyond 187 normal work year paid at a per diem base salary. Three days prior to first scheduled teacher work day & three days immediately following last scheduled teacher work day, with remaining four days scheduled on a floating basis)			
Teacher Education and Mentoring Program (TEAM) District Facilitator	$4,394	$4,482	$4,572
High School Senior Internship Coordinator	$5,100	$5,202	$5,306
High School China Exchange	$4,394	$4,482	$4,572

APPENDIX E

Medical Plan:

(A). HD-HSA Plan. The Board will make available to Teachers a High Deductible / HSA account plan with deductibles of $2,250/$4,500, of which the Board will contribute 50%. Effective July 1, 2018 the deductible shall be increased to $2,500/$5,000, of which the Board will contribute 50%. The Board contributions shall be 50% July 1 and 50% January 1. A Teacher in this program will be required to pay a premium share equal to 20% in 2017-2018, 20% in 2018-2019 and 21% in 2019-2020. Retirees may participate in this plan if eligible, provided that the Board will not contribute to the deductible for such retirees.

(B). HRA Plan.

This plan shall be limited to teachers who (a) are not eligible for the HD-HSA plan (e.g. because they participate in Medicare or have recently received benefits from the Veteran's Administration), or (b) are retired (who may participate at their own expense). The Board shall reimburse teachers participating in the HRA plan up to the amounts that are deposited into the HSA for eligible teachers. The Board funding to the HRA shall include a rollover feature for each covered individual allowing any unused HRA deductible funds to be rolled over to the amount legally allowed.

3. Vision Rider. All eligible Teachers will be covered by a Vision Plan, with the same premium share contribution percentages as the Teacher's HD-HSA plan.

APPENDIX F

DENTAL PLAN

The Dental Plan in effect in the predecessor agreement shall continue in this Agreement, and has the following provisions, subject to the premium cost share provisions in Article IV, Section 5(b):

- Maximum annual reimbursement of $2,000 per covered individual, and
- Reimbursement rate for Class C* services of 50%, and
- Reimbursement for orthodontics up to a lifetime maximum of $1,000.

All reimbursement provisions in the Dental Plan currently in effect shall continue unless and until such provisions are modified by the Board in accordance with (a) its past practice, (b) its implementation of the provisions of Article IV, Section 8 of the Agreement, or (c) in future bargaining with the Association.

* Class C services include periodontal services, for example.

MEMORANDUM OF AGREEMENT

In the recently concluded negotiations, the Darien Board of Education and the Darien Education Association agreed that:

1. The Board may add up to two student school days within the one hundred eighty seven day total without being obligated to negotiate the impact of such days. They further agree that the two "teacher work days" shall be maintained.

2. Teachers who currently teach four classes at the Middle School and the High School (other than science teachers who teach lab courses) may be assigned to an average of 4.5 classes each year. This provision will be implemented by attrition, not position elimination.

DARIEN BOARD OF EDUCATION	**DARIEN EDUCATION ASSOCIATION**
By _____	**By** _____
Its Chairperson	**Its President**
Date 1/10/17	**Date** 1/6/17