

**MINUTES
REPRESENTATIVE TOWN MEETING
JANUARY 27, 2020**

Amended

A Regular Meeting of the Representative Town Meeting was called to order at 8:05 p.m. by Caryn Diller, Town Clerk.

Upon Roll Call, the following members were present:

From District I, there were 12 members present, 4 absent.
From District II, there were 13 members present, 4 absent.
From District III, there were 11 members present, 5 absent.
From District IV, there were 14 members present, 3 absent.
From District V, there were 13 members present, 4 absent.
From District VI, there were 12 members present, 4 absent.

The absentees from District I were: Baldwin, Conologue, Haverstick, Keane.
The absentees from District II were: Bacon, Bohnsack, Russell, Tie.
The absentees from District III were: Giordano, Kazim-Bailey, Mitchell, Washecka,
Zimmerman.
The absentees from District IV were: Hardison, Miceli, Terhune.
The absentees from District V were: Boulton, Kelly, McLachlin, Smith.
The absentees from District VI were: Baldwin, Chickles, Silsby, Werner.

The Moderator, Seth Morton, Assumed the Chair.

ACCEPTANCE OF THE AGENDA

**** THE AGENDA WAS ACCEPTED BY UNIVERSAL CONSENT.**

APPROVAL OF THE MINUTES OF THE DECEMBER 9, 2019 STATE OF THE TOWN MEETING

**** THE MINUTES WERE ACCEPTED BY UNIVERSAL CONSENT**

ANNOUNCEMENTS – NEW MEMBERS

It was noted that all new members had been sworn in. The new members are Lucy Fiore, District IV; Werner Domittner, District IV; Jan Raymond, District IV and Michael Casolo, District II.

ECONOMIC DEVELOPMENT REPORTS FROM NORWALK AND STAMFORD

THOMAS MADDEN – DIRECTOR OF ECONOMIC DEVELOPMENT FOR THE CITY OF STAMFORD

Mr. Madden made a power point presentation and answered questions.

Jan Raymond, District IV, asked about the status of the Mall. Mr. Madden said it is up for sale. Stamford owns the parking structure. They have had many companies take a tour, and there are pending offers. The Mall is currently 83% occupied. Other areas of town have very small vacancy rates. Stamford has a very healthy retail market. In response to a question about the Glenbrook train station, Mr. Madden said there was no new information.

JESSICA CASEY – CHIEF OF ECONOMIC & COMMUNITY DEVELOPMENT, CITY OF NORWALK

Ms. Casey reviewed her role, which she said was to do the following:

1. Identify where they want to grow.
2. Creating zoning.
3. Establish investment.
4. Marketing.

She gave a presentation and answered questions.

James Cameron, District IV, said he was sad to see the Garden Cinema close and asked about the Tyvek tower and a Wall Street train station. Ms. Casey said that the Garden Cinema was closed because its owner, Joel Friedman, wanted to sell it. The community wanted an artist component for Wall Street Place. THE Common Council asked that this be looked into, but that will take time. The City is committed to finishing this complex project.

Regarding the train station, Ms. Casey said that the state received a \$259,999 bond to look at establishing a train station at Wall Street. The DOT is working with a consultant in order to do a feasibility study.

NOMINATE REPRESENTATIVE TO THE BLIGHT COMMISSION

- ** CLARA SARTORI, DISTRICT II, NOMINATED MICHAEL CASOLO, DISTRICT II, TO THE BLIGHT COMMISSION.
- ** JAMES CAMERON, DISTRICT IV, SECONDED THE MOTION.

The Moderator asked if there were any other nominations; there were none.

- ** THE MOTION PASSED UNANIMOUSLY.

20-1

CONSIDERATION AND ACTION ON THE NEWLY NEGOTIATED CONTRACT BETWEEN THE DARIEN BOARD OF EDUCATION AND THE DARIEN EDUCATION ASSOCIATION, EFFECTIVE JULY 1, 2020 AND EXPIRING JUNE 30, 2023

**** CLARA SARTORI, DISTRICT II, CHAIRMAN OF THE EDUCATION COMMITTEE, MOVED:**

WHEREAS, the Contract between the Darien Board of Education and the Darien Education Association has been filed with the Darien Town Clerk as required by law on January 6, 2020; and

WHEREAS, pursuant to §10-153d of the Connecticut General Statutes calls for a review of said Contract by the local legislative body; and

WHEREAS, pursuant to §10-153d(b) of the Connecticut General Statutes, the terms of said Contract shall be binding on the legislative body of the local school district unless said body rejects said contract at a regular or special meeting called and convened for said purpose within thirty (30) days of the filing of the Contract; and

WHEREAS, said terms and conditions are more specifically set out in the Contract on file with the Darien Town Clerk.

NOW THEREFORE AND BE IT RESOLVED that the Representative Town Meeting of the Town of Darien hereby rejects the Contract between the Darien Board of Education and the Darien Education Association for 2020 - 2023 covering work load, salaries, health insurance, language changes and other conditions of employment for the three-year term beginning July 1, 2020 through June 30, 2023.

**** THE MOTION WAS SECONDED FROM THE FLOOR.**

Clara Sartori read the report of the Education Committee (attached).

Town Counsel Fox explained that approving this contract required a no vote; rejecting it required a yes vote.

Jack Davis, District III, Chairman of the Finance & Budget Committee, read the Committee report (attached).

James Cameron, District IV, asked Mr. Davis to speak about tutoring. If a football coach offered private classes over the summer, would that no longer be allowed? Mr. Davis asked for a response from the Board of Education. Tara Ochman, Chairman of the Board of Education, said this did not apply to coaches, but conversation will continue on this topic.

Jan Raymond, District IV, asked what a person with a B.S. degree makes. Tara Ochman, Chairman of the Board of Education, said this person makes \$47,068.

**** ITEM 20-1 CARRIED ON A RISING TALLY VOTE OF 0 IN FAVOR, 74 OPPOSED, 0 ABSTENTIONS.**

**** UPON MOTION MADE AND SECONDED FROM THE FLOOR, IT WAS UNANIMOUSLY VOTED BY VOICE VOTE TO ADJOURN AT 9:20 P.M.**

Respectfully submitted,

Cheryl Telesco Blois
Telesco Secretarial Services

APPENDIX

<u>DISTRICT 1</u>	<u>(20-1)</u>
Baldwin, S.	absent
Barsanti	no
Brakman	no
Bumgardner	no
Butler	no
Conologue	absent
Haverstick	absent
Keane	absent
Kelly, C.	no
Lublin	no
McNicoll	no
Mecsery	no
Pattelli	no
Schneider	no
Schwartz	no
Von Stuelpnagel	no

<u>DISTRICT II</u>	
Arguimbau	no
Bacon	absent
Bohnsack	absent
Casolo	no
Cusack	no
Handler, M.	no
Handler, S.	no
Howe	no
Lyons	no
McNally	no
Mix	no
Russell	absent
Sartori	no
Thorne	no
Tie	absent
Wheeler	no
Wilson	no

<u>DISTRICT III</u>	<u>(20-1)</u>
Conniff	no
Davis, Jack	no
Giordano	absent
Golus	no
Kazim-Bailey	absent
Lane	no
Marousek	no
McGoey	no
Minnick	no
Mitchell	absent
Moore	no
Morton	Does Not Vote
Washecka	absent
Woodbury	no
Yarnell	no
Zimmerman	absent

<u>DISTRICT IV</u>	<u>(20-1)</u>
Banks	no
Cameron	no
Castles	no
Davis, Joan	no
Domittner	no
Fiore	no
Hardison	absent
Hauser	no
Heitz	no
Kemp	no
Miceli	absent
Millar	no
Obin	no
Rayhill	no
Raymond	no
Savage	no
Terhune	absent

<u>DISTRICT V</u>	<u>(20-1)</u>
Adiletta	no
Bayne, C.	no
Bayne, D.	no
Boulton	absent
Duffy	no
Fiveson	no
Grogan	no
Kelly	absent
McLachlin	absent
Moller	no
Mosher	no
Parent	no
Patrick	no
Reed	no
Sherwood	no
Smith	absent
Wade	no

<u>DISTRICT VI</u>	<u>(20-1)</u>
Adelman	no
Baldwin	absent
Cantavero	no
Chickles	absent
Hawkins	no
Jijon-Caamano	no
Lauritzen	no
Lucas	no
Luz	no
McDermott	no
Orphanos	no
Poli	no
Silsby	absent
Van Loan	no
Vogt	no
Werner	absent

RTM Education Committee Report on DEA Contract (20-1)

Waive the reading / amend the resolution

The RTM Education Committee met on Thursday January 23, 2020 with ten of 13 members present to review the Contract for 2020 – 2023 between the Darien Board of Education and the Darien Education Association. Board of Education Chairman Tara Ochman, Superintendent of Schools Dr. Alan Addley, Director of Human Resources Marge Cion and Director of Finance Richard Rudl attended the meeting to present the salient points of the contract and answer our questions.

Summary

The contract covers the three year period July 1, 2020 through June 30, 2023.

The salary grid for all Connecticut teachers includes a GWI and a step increment based on years of experience. The GWI increase will be .50 % for teachers at step 3 through 18 and 1.50% for step 19 in each of the three years of the contract. It is important to note that in a comparison to other towns in our DRG, all of which have step movement, Darien has the lowest percent of teachers at the top step with 28%, compared to Wilton at 67% and the lowest average teacher salary.

The settlement based on the teacher experience grid over three years is 10.93 %. The cumulative \$4,719,265 breaks down as follows:

Year 1: \$ 1,544,824 (3.71%)

Year 2: \$1,568,271 (3.63%)

Year 3: (\$1,606, 170 (3.9%)

However, total cost for the steps may actually be lower as the new teachers hired during the duration of the contract may be placed on a lower step than their predecessor.

An important consideration in analyzing the above numbers is that this year the negotiations included a change in the middle and high school teacher workload. Under this new contract 120 teachers at Middlesex and Darien High School will be expected to teach 5 classes per day rather than the current 4.5. As a result, the true TEG settlement to the Town is 9.59% or \$4,087,975. A savings of \$631,290 will be realized over three years.

Additionally, the increase in teacher workload from the above change results in an immediate reduction of 2.09 FTE effective in 2020 and savings of \$204,421 in the first year. In looking to the future, the increase in teacher workload from 4.5 to 5 (through attrition) puts the District in line to save more than \$688, 000 through a reduction in future FTE positions.

In terms of health care there has been no change to the current premium cost share or plan design. Darien Teachers continue pay a premium cost share of 21% for health coverage, the highest in the DRG. The Education committee expressed concern about the projected costs for health insurance in next year's budget.

Major reasons for the Education Committee's support of this Contract are as follows:

- The Contract was finalized after lengthy and productive negotiations between the representatives of the two parties.
- The Contract is a result of long term strategic thinking that will promote outstanding student learning outcomes
- The Contract will allow Darien to be competitive in recruiting the best teachers
- It represents a good faith effort which is respectful to the teachers and will benefit the students
- It is fiscally responsible to the taxpayers and fair to the teachers
- Support for this contract will send a powerful message to the staff about the value Darien places on education.

The Education Committee voted unanimously not to reject the Contract between the Darien Board of Education and the Darien Education Association and recommends that the full RTM do the same.

Clara Sartori

January 27, 2020

**RTM F&B Report
January 27, 2020**

**(20-1) RESOLUTION OF THE REPRESENTATIVE TOWN MEETING OF THE TOWN OF DARIEN FOR
CONSIDERATION AND ACTION ON A PROPOSED CONTRACT BETWEEN THE DARIEN BOARD OF
EDUCATION AND THE DARIEN EDUCATION ASSOCIATION**

I am Jack Davis, Chairman of the RTM Finance & Budget committee. The committee discussed this contract at its December 16, 2019, January 6, 2020 and January 16, 2020 meetings. At our January 16th meeting BOE Chair Tara Ochman and BOE member John Sini were present along with Rich Rudl and Marjorie Cion, Darien School District Director of Finance & Operations and Director of Human Resources, respectively.

Thank you, Mrs. Santori, for your committee's report. I will only try to cover additional information to the Education Committee's report or areas not specifically reported.

I want to remind this body that we are not voting to approve this contract, but rather, we are voting not to reject this contract. If we vote to reject, the Town and the DEA union will go to arbitration. At that time, both sides will present their respective positions and the Arbitrator will select from either the Town side or the Union side – there is no compromise. Towns, such as Darien, do not typically do well at arbitration. So, in the best spirit of Dr. Seuss, a “yes” means “no” and a “no” means “yes”.

This contract often referred to as the “teachers’ contract” covers all certified staff including teachers, school psychologists, social workers, OT or PT professionals. However it excludes Administrators whose contract ends in FY21.

Key aspects of this contract.

- The salary increases
- Change in work schedule
- Change in Bachelor grades
- Healthcare
- Longevity clauses
- Change in tutoring
- Additional personal day carry forward
- Family leave policy

Salary Increases

It was reported at the state of the town meeting, that the teachers’ contract resulted in a 11.4% cost increase. Whilst that is technically true, it is a misleading characterization of the contract.

The Total settlement is calculated at 10.93% with the net settlement at 9.59%. Another way to look at the numbers is a blended rate. Over the life of this contract, the top tier is receiving a 1.5% total increase. And the percentage of FTEs at the top tier, assuming no retirements or other turnover, is:

28% in the current year, 32% in the 1st year of the contract; 35% in the second year and 39% in the final year of the contract. Using the blended rate, the increases are:

First year of contract - 3.71% moves to 3.1%

2nd year of contract - 3.63% moves to 3.00%

3rd year of contract - 3.59% moves to 2.88%

And these rates do not take into consideration the stoppage of paying a \$204m stipend for teachers already teaching 5 courses, or savings through increasing the workload or the normal turnover the district experiences due to a myriad of reasons including retirements, working closer to home, among the more common.

Change in work schedule

- 120 of the 485 FTEs are in MMS or DHS
- Last contract, a change was instituted to move MMS teachers to teach 4.5 classes instead of 4.
- At the high school, those teachers already teaching 5 classes received a stipend of \$204m
- This is increasing the workload for these 120 teachers by 11% and the stipend goes away saving the district \$204m immediately
- Future savings are anticipated through attrition as teachers leaving may not be replaced as the district moves to having all teachers at that 5-class level
- This was a major hard-fought win for the district

Change in Bachelor grades and movement

This is a win for both the teachers and the district. The district salary for teachers with bachelor degrees was not competitive with our districts during the first three years. A change in the grade advancement over the next three years makes the district more attractive to existing and potential teachers to join our district.

Healthcare

The teachers' currently pay 21% of their healthcare costs and will continue to do so throughout this contract. In comparison:

- Weston teachers' will pay 17.5%, 18.5% and 19.5%
- New Canaan teachers' will pay 20% in FY21 increasing to 21% in FY22
- Westport pays 21% in FY21 and 22% in FY22
- Ridgefield pays 22% in FY21 and 23% in FY22

It should be noted that our town employees pay less than half that amount.

Longevity clauses

- Darien does not have longevity bonuses in our contract – those were taken out a couple of contracts ago. For comparison purposes, both New Canaan and Ridgefield, members of our DRG, do have longevity bonuses.

Change in tutoring

Teachers cannot tutor a student when that student will be in their class in the fall.

Additional personal day carry forward they now have four days total personal day carryover

Family leave policy

Non-birth parent and parent of adoption can now take family leave. This is the trend for top employers and I can personally state that my son, who works for a major French fashion house, took advantage of his company's family leave and it significantly helped his family (and my grandson.)

The F&B committee at its January 16, 2020 meeting with 12 of 17 members present unanimously voted not to reject the contract between the Darien Board of Education and the DEA union and recommends the same to the full RTM. In other words, remembering Dr. Seuss, vote "no."

Respectfully submitted

Jack Davis, Chairman of the RTM Finance and Budget Committee