

PROFESSIONAL AGREEMENT
BETWEEN
THE WESTPORT BOARD OF EDUCATION
AND
THE WESTPORT EDUCATION ASSOCIATION, INC.

July 1, 2004 - June 30, 2007

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TABLE OF CONTENTS

PREAMBLE		1
ARTICLE I	RECOGNITION	1
ARTICLE II	CLASS SIZE AND STAFFING ADEQUACY	2
ARTICLE III	OTHER POLICIES.....	2
ARTICLE IV	DURATION.....	2
ARTICLE V	NEGOTIATIONS PROCEDURES	2
ARTICLE VI	SEVERABILITY.....	3
ARTICLE VII	STATE STATUTES AND TOWN CHARTER.....	3
ARTICLE VIII	CONFERENCES	3
ARTICLE IX	GRIEVANCE PROCEDURES	3
	A. Definition	3
	B. Time Limits.....	4
	C. Representation.....	4
	D. Records and Files.....	4
	E. Miscellaneous	5
	F. Grievance Procedure Levels	5
	G. Timetable for Handling Grievances:.....	7
ARTICLE X	WAGE SCALES.....	7
ARTICLE XI	SUMMER SCHOOL	8
ARTICLE XII	COMPENSATION FOR SUMMER CURRICULUM PROJECTS	8
ARTICLE XIII	COMPENSATION FOR GUIDANCE COUNSELORS AND SCHOOL PSYCHOLOGISTS.....	9
ARTICLE XIV	COMPENSATION FOR TUTORING HOMEBOUND PUPILS	9
ARTICLE XV	COMPENSATION FOR OVERNIGHT FIELD TRIPS.....	9
ARTICLE XVI	MEDICAL INSURANCE	9
ARTICLE XVII	PHYSICAL EXAMINATIONS FOR PROFESSIONAL PERSONNEL	11
ARTICLE XVIII	ROUTINE LEAVES OF ABSENCE	12
	A. Emergency Leave.....	12
	B. Professional Leave	13
	C. Personal Leave	14
	D. Religious Holidays.....	14
	E. Sick Leave.....	15
	F. Other	15
ARTICLE XIX	MATERNITY, CHILDBEARING AND AND ELDERCARE LEAVE	15

ARTICLE XX	REASSIGNMENT TO ACTIVE DUTY AFTER LEAVE OF ABSENCE	17
ARTICLE XXI	PARTICIPATION IN POLITICAL ACTIVITY	17
ARTICLE XXII	TRAVEL INSURANCE	18
ARTICLE XXIII	DUES DEDUCTION	18
ARTICLE XXIV	TEACHER WORK YEAR	19
ARTICLE XXV	THE TEACHING DAY	20
	A. Duration	20
	B. Lunch Periods	21
	C. Flexibility	21
ARTICLE XXVI	NONACADEMIC DUTIES OF TEACHERS	21
ARTICLE XXVII	EMPLOYMENT OF SUBSTITUTE TEACHERS	21
ARTICLE XXVIII	EMPLOYMENT OF REPLACEMENT TEACHERS	22
ARTICLE XXIX	PROFESSIONAL PROGRESS	23
ARTICLE XXX	REIMBURSEMENT FOR GRADUATE STUDY	23
ARTICLE XXXI	TRANSFERS	24
ARTICLE XXXII	OPPORTUNITIES FOR ADVANCEMENT	25
ARTICLE XXXIII	MEETINGS	25
ARTICLE XXXIV	PROTECTION FROM ARBITRARY ACTION	26
ARTICLE XXXV	ORIENTATION OF STAFF	26
ARTICLE XXXVI	SENIORITY	27
ARTICLE XXXVII	REIMBURSEMENT FOR TRAVEL	28
ARTICLE XXXVIII	TUTORING OF STUDENTS	28
ARTICLE XIX	EXTRACURRICULAR ACTIVITIES	28
ARTICLE XL	MILITARY LEAVE	30
ARTICLE XLI	NO STRIKE, NO LOCKOUT	30
APPENDIX A-1	TEACHERS' SALARY SCHEDULE JULY 1, 2004 - JUNE 30, 2005	31
APPENDIX A-2	TEACHERS' SALARY SCHEDULE JULY 1, 2005 - JUNE 30, 2006	32
APPENDIX A-3	TEACHERS' SALARY SCHEDULE JULY 1, 2006 - JUNE 30, 2007	33
APPENDIX B	TEACHING ADMINISTRATORS' SCHEDULES	34
APPENDIX C	EXTRACURRICULAR ACTIVITIES SALARY SCHEDULE	40
APPENDIX D	SUMMER SCHOOL SALARY SCHEDULES	45
APPENDIX E	SUMMARY OF INSURANCE BENEFITS	46
	MEMORANDUM OF AGREEMENT	

PREAMBLE

The BOARD OF EDUCATION OF WESTPORT (hereinafter referred to as the "Board") and the WESTPORT EDUCATION ASSOCIATION, INC., (hereinafter referred to as the "Union") recognize the development and utilization of superior education programs for the students and community of Westport as a common goal. This has been and shall continue to be a joint concern of the Board of Education, the Superintendent and the representatives of the professional staff.

Teaching is a profession requiring special qualifications and training; the quality of the program conducted in the public schools of Westport is greatly dependent upon the quality of its professional staff and the leadership of the Superintendent. The Board recognizes that the professional preparation of educators qualifies them to make significant contributions to the conduct of education and the development of policy and program.

The Board and the Union recognize the responsibility of each to maintain and improve standards of professional practice and to considered and thoughtful innovation in American education. Both parties recognize that this history of leadership has been built on a spirit of mutual understanding and confidence and that the preservation of this spirit is essential to the quality of education in Westport.

The Board and the Union recognize the importance of responsible participation by the entire professional staff in the educational process, planning, development and growth. In addition, both the Board and the Union recognize that the authority necessary to accomplish a task should be assigned concurrently with the assignment of responsibility for it. It is, therefore, the intent of this Agreement to allow the school administration maximum freedom to exercise their professional judgment in carrying out those administrative policies necessary to accomplish the intent of the Board policies incorporated herein.

The Board and the Union each recognize their responsibility to negotiate in good faith with respect to salaries and other conditions of employment, always bearing in mind the welfare of the children of Westport and the quality of the educational program.

The following Agreement is, therefore, negotiated in order to (a) fix for its term the salaries and other conditions of employment as provided herein, and (b) continue to promote effective and harmonious working relationships between the Board and the professional staff in order that the cause of public education may be best served.

ARTICLE I RECOGNITION

A. This Agreement is made and entered into by and between the WESTPORT BOARD OF EDUCATION (hereinafter referred to as the "Board") and the WESTPORT EDUCATION ASSOCIATION, INC. (hereinafter referred to as the "Union"), affiliated with the Connecticut Education Association and the National Education Association.

B. The Board hereby recognizes the Union as the exclusive representative as defined in the Connecticut General Statutes, as amended, for certified professional employees of the Board in the teachers' unit, including employees who hold durational shortage area permits (DSAP). The Union recognizes the legal responsibility of the Board to have charge of the Westport public schools, as defined in the Connecticut General Statutes.

ARTICLE II CLASS SIZE AND STAFFING ADEQUACY

The parties agree that the matters of class size and staffing adequacy are subjects within the ultimate judgment of the Board of Education, except that the Board of Education on its part agrees that prior to modifying or changing existing policy thereon, it will notify the Westport Education Association, Inc. and give Westport Education Association, Inc. representatives an opportunity to discuss such modifications or changes; it is further agreed between the parties that any final determination on such policies shall be in the sole judgment of the Board and that under no circumstances shall such policy determinations be subject to grievance or arbitration under this Agreement.

ARTICLE III OTHER POLICIES

Previously adopted policies which are in conflict with this Agreement are hereby superseded. All new policies adopted in this Agreement shall be distributed by the Superintendent for inclusion in the policy handbook.

ARTICLE IV DURATION

The provisions of this Agreement shall be effective as of July 1, 2004, except as specifically provided otherwise, and shall continue in full force and effect without reopening or change of any kind to and including June 30, 2007.

ARTICLE V NEGOTIATIONS PROCEDURES

Negotiations for a successor agreement shall commence and thereafter be conducted in accordance with the General Statutes of the State of Connecticut as may hereafter be amended.

ARTICLE VI
SEVERABILITY

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

ARTICLE VII
STATE STATUTES AND TOWN CHARTER

This Agreement is subject to and shall operate within the framework of the statutes of the State of Connecticut and the Charter of the Town of Westport.

ARTICLE VIII
CONFERENCES

Conferences shall be held during the school year on the second Tuesday of each month (or another mutually agreed-upon date) between the Union, to be represented by its president or designee, and the Superintendent of Schools or designee, for the purposes of discussing matters of mutual concern to the parties.

ARTICLE IX
GRIEVANCE PROCEDURES

A. Definition

1. A "grievance" shall mean a complaint involving the interpretation or application of any provision of this Agreement, except that as provided by statute, any teacher or group of teachers shall have the right to present a grievance on matters not involving the interpretation or application of the provisions of this Agreement only as provided in paragraph F.2. below.

2. The term "grievance" shall under no circumstances apply to any matter under Article II of this Agreement or as to which a method of review is prescribed by law.

3. "Teachers" shall mean any certified professional employee, except principals, vice principals, assistant principals, assistant superintendents, deans, administrative assistant to the superintendent, Business administrator, assistant to the superintendent, directors, division coordinators, and temporary substitutes, and may include a group of teachers similarly affected by a grievance.

4. "Party in interest" shall mean either party to this Agreement or their designated representatives.

5. "Days" shall mean calendar days except weekends and school holidays. It is understood that during the summer months when school is not in session, any change in the time limits hereof shall be by mutual agreement of the parties in interest.

B. Time Limits

1. The number of days indicated at each step shall be considered as a maximum. The time limits specified may, however, be extended by written agreement of the parties in interest and such agreement shall not unreasonably be withheld.

2. If a grievance is not filed in writing within thirty (30) days from the date on which the event or condition giving rise to the grievance occurred, then the grievance shall be considered waived.

3. Failure to appeal a grievance from any level to the next level within the specified time limits shall be deemed to be acceptance of the decision rendered at that level.

4. If the party to whom the grievance is appealed fails to act on the grievance within the specified time limits, the grievant or grievants may appeal immediately to the next higher level.

C. Representation

1. Any grievant may be represented by a person of the grievant's own choosing at all appropriate levels of this procedure, except that the grievant may not be represented by a representative of any teacher organization other than the Union.

2. When a grievant is not represented by the Union, the Union reserves the right to be present and to participate in the proceedings at all levels of the procedure.

D. Records and Files

1. The processing of all grievance documents, communications and records shall be filed separately from the personnel files of the participants and shall be accessible only to the parties in interest and the aggrieved teacher or teachers.

2. Forms for filing and processing grievances and other necessary documents shall be prepared by the Superintendent or the Superintendent's designee with the approval of the Union, and made available through the Union's building representative, the Superintendent's office or the school office.

3. All grievances and decisions with reasons therefor shall be in writing.

E. Miscellaneous

1. The sole remedy available to any teacher for any alleged breach of this Agreement or any alleged violation of the teacher's rights hereunder shall be pursuant to this grievance procedure; provided, however, that nothing contained herein shall deprive any teacher of any legal right which he/she may have under statutes applicable to such professional employees.

2. Any decision, course of conduct or other action which becomes the subject of a grievance shall not be stayed pending the processing of the grievance except upon the written consent of the Superintendent or the Board, which consent shall not be unreasonably withheld. A decision at any level of the procedure in favor of the aggrieved party, however, may provide appropriate restitution or other remedy for the period during which the grievance was suffered.

3. Nothing contained in this Agreement shall be construed to permit the Union to present or process a grievance not involving the interpretation or application of the terms of this Agreement in behalf of any teacher or group of teachers without the written consent of said teacher(s).

F. Grievance Procedure Levels

The following shall be the procedure for processing grievances:

1. Level One - Referral to Immediate Authority

The grievance of any teacher of the Westport Board of Education shall be brought in writing to the attention of the authority (principal, supervisor, etc.) with whom the matter appropriately rests and a carbon copy shall be filed with the Union and the Superintendent.

2. Level Two - Referral to the Superintendent of Schools or Superintendent's Designee

Where resolution of the grievance has not been secured at Level One, the grievance shall be brought in writing to the Superintendent of Schools or the Superintendent's designee. At this time the person to whom the grievance was brought on Level One shall be notified by the grievant. A decision of the Superintendent at this level shall be final and binding on all matters not involving the interpretation or application of the terms of this Agreement; provided, however, that such grievant or grievants may apply in writing within seven (7) days after such decision to the chairperson of the Board of Education or his/her designated Board member for leave to appeal such decision to the Board. Action by the chairperson or designee on such application shall be final and binding on all parties. If leave to appeal to the Board is granted, then the issue shall be considered as a Level Three matter, except that the decision of the Board of Education shall be final and binding on all parties and not subject to arbitration.

3. Level Three - Referral to the Board of Education

Where resolution of the grievance has not been secured at Level Two, the grievance shall be brought in writing to the Board of Education. At this time the persons to whom the grievance was brought in Levels One and Two shall be notified by the grievant. Where the Board alleges a breach of this Agreement, then the parties shall meet thereon as a Level Three issue. The parties may by mutual agreement in writing waive any hearing at Level Three, and the grievant may submit the grievance to arbitration within the same time limits that would apply had a decision at Level Three been issued on the date of any such written agreement to waive Level Three.

4. Level Four - Arbitration

a. If either the Board or the Union should determine after Level Three that the grievance is an alleged breach of this contract, then either party may within ten (10) days following a Level Three decision apply to the American Arbitration Association for the designation of an arbitrator or arbitration panel pursuant to the then applicable rules of that Association.

b. The arbitrator or arbitration panel shall render a decision in writing to both parties setting forth the findings of fact, reasoning and conclusions only on the issues submitted. Such decision shall be rendered as promptly as possible. However, the decision of the arbitrator(s) shall be limited strictly to the interpretation and application of the specific provisions of this Agreement which may be in issue and the arbitrator(s) shall be without power or authority to make any decision:

1. contrary to or inconsistent with or modifying, altering, amending or varying in any way any of the terms, conditions or provisions of this Agreement or of applicable law or rules or regulations having the force and effect of law; or

2. involving Board discretion or Board policy not covered by the terms of this Agreement or Board action under all applicable statutes or rules or regulations of the State Board of Education or matters as to which the Board is without authority to act; or

3. limiting or interfering in any way with the powers, duties and responsibilities of the Board under policies not covered by this Agreement, applicable statutes and/or rules and regulations having the force and effect of law.

Decisions of arbitrators rendered in accordance with their jurisdiction and authority hereunder shall be accepted as final and binding and shall be enforceable under applicable statutes.

c. The costs for the services of the arbitrator(s) shall be borne equally by both parties.

G. Timetable for Handling Grievances:

<u>Level</u>	<u>Deadline for Submitting Grievances</u>	<u>Deadline for Meeting</u>	<u>Deadline for Reaching Decision</u>
1. Immediate Supervisor	30 days	7 days	3 days
2. Superintendent	10 days after prior decision	7 days	3 days
3. Board of Education	10 days after prior decision	15 days	10 days
4. Arbitration	Notice to other party 10 days after prior decision	As promptly as possible	As promptly as possible

In the event of an emergency, act of God, or other situation beyond the control of the parties, any aggrieved person, the Superintendent or any immediate supervisor involved in a particular grievance, the aforesaid time limits shall be suspended during the pendency of the said condition or conditions.

ARTICLE X
WAGE SCALES

A. Teachers' salary schedules and teaching administrators' salary schedules for the 2004-2005, 2005-2006 and 2006-2007 school years are attached as Appendices A and B.

B. Schedules for compensation for extracurricular activities for the 2004-2005, 2005-2006 and 2006-2007 school years are attached and made a part hereof as Appendix C.

C. Upon presentation of documentation of payments made to licensed daycare providers, the Board shall reimburse members of the bargaining unit up to \$500 per year for such expenses. The Board reserves the right to establish a daycare program on school property for Board employees, with available spaces allocated on an objective basis. Should the Board do so, this provision shall terminate and an amount at least equal to expenses incurred under this section during the previous year shall be allocated to subsidize such a daycare program.

D. Teachers serving as BEST mentors shall receive as a stipend the designated amount of State reimbursement for such service, if any, plus \$300 paid by the Board.

E. Upon application, the Superintendent may waive tuition for Westport teachers who attend courses offered by the Westport Continuing Education Department, depending upon

enrollment, course availability, and other legitimate factors. This authority shall not be exercised in an arbitrary manner.

ARTICLE XI SUMMER SCHOOL

A. Opportunity for Summer School Employment

The summer school, like the programs maintained during the normal school year, requires the most highly qualified teachers available. Since the regular teaching staff provides an excellent source for such summer school teachers, the Superintendent shall make administrative arrangements for the announcing of summer school openings in all schools by April 15. All qualified local candidates shall be interviewed and notified of their status in this regard as soon as decisions can be made with sixty percent (60%) of the contracts signed by May 15.

B. Salary Schedule - Five and Six Week Teaching Assignments

The Summer School salary schedule for five and six week teaching assignments is attached as Appendix D.

1. If the teaching assignment is not six weeks in duration, the salary of the teacher involved will be prorated on the Appendix D scale.
2. The course to be taught, the type of course and the number of hours of employment shall be determined by the Principal of Continuing Education and Summer School; in particular, a teacher may not teach for more than four (4) hours per day.
3. Salaries will be paid biweekly on the last day of the week.
4. Teachers of under-enrolled classes may elect to teach for the amount of the fees collected.

ARTICLE XII COMPENSATION FOR SUMMER CURRICULUM PROJECTS

The compensation for teachers participating in summer curriculum workshops shall be \$645 in each year of this Agreement.

The compensation for summer curriculum workshop leaders shall be \$888 in each year of this agreement.

ARTICLE XIII
COMPENSATION FOR GUIDANCE COUNSELORS
AND SCHOOL PSYCHOLOGISTS

A guidance counselor or school psychologist will receive per diem salary (as determined by dividing annual salary by the number of days in the base work year – per diem rate) for any pre-approved work the counselor or psychologist may be required to perform by his/her building principal or central office supervisor before the school year begins and/or after the school year ends. Such days shall be scheduled after considering the personal preferences of the affected counselors and/or psychologists in accordance with current practice.

ARTICLE XIV
COMPENSATION FOR TUTORING HOMEBOUND PUPILS

The compensation for tutoring homebound pupils and other pupils as authorized shall be \$45.00 per hour.

ARTICLE XV
COMPENSATION FOR OVERNIGHT FIELD TRIPS

For supervisory duties on overnight trips that are related to the curriculum (excluding foreign travel, extracurricular and co-curricular activities), members of the unit shall be compensated at the rate of two times the top step of the intramural salary listed under CATEGORY IX in Appendix C per night.

ARTICLE XVI
MEDICAL INSURANCE

A. A program of benefits shall be provided on a contributory basis to each eligible employee and their eligible dependents. Health benefits shall be in the form of a preferred provider organization (PPO) plan design, administered by Anthem Blue Cross/Blue Shield of Connecticut. The program is a modified Century Preferred Plan with the specific provisions as set forth in a separate Memorandum of Agreement signed April 11, 1996 except as modified below. The insurance plan shall include a \$10.00 doctor visit co-payment (which shall increase to \$15.00, effective July 1, 2006), shall permit annual mammography without age restrictions, and shall be available to same sex domestic partners provided that they establish such status through criteria (e.g. common bank account, common property ownership) as is the case for State employees. Effective July 1, 2005, prescription benefits under this plan shall be provided through a formulary as adopted after consultation with the Association, provided that (1) at least 90 of the 100 drugs most commonly used by Westport teachers shall be included in the formulary, and (2) that co-payments under the formulary plan shall be \$7.00 for generic, \$15.00 for preferred brand, and \$25.00 for non-preferred brand, with mail order of two times these retail co-payments for a ninety day supply. A summary of the benefits of this plan shall

be set forth for informational purposes in Appendix E, provided that the actual benefit shall be determined in accordance with the insurance contract.

The Board will also provide life insurance for each eligible employee in an amount equal to one and one-half (1.5) times annual salary rounded upward to the next highest thousand. Upon resignation or retirement, unit members will be offered the opportunity to convert life insurance previously available under the Board group plan to an individual policy at their own expense, carrier permitting. Upon retirement from the Westport Public Schools, each retiree shall receive from the Board an explanation of benefits booklet, which shall describe the retiree's option for benefits and continuing benefits, (e.g. life insurance, medical and dental insurance). The Board shall notify retirees in writing of any changes to those benefits.

B. 1. The Board will pay for all full-time employees ninety percent (90%) of the cost of all premiums and the employee shall pay ten percent (10%) of such costs. Effective July 1, 2005, the Board will pay for all full-time employees eighty-nine percent (89%) of the cost of all premiums and the employee shall pay eleven percent (11%) of such costs. Effective July 1, 2006, the Board will pay for all full-time employees eighty-eight percent (88%) of the cost of all premiums and the employee shall pay twelve percent (12%) of such costs.

Employee premium share contributions shall be made pursuant to an I.R.C. Section 125 Plan (pre-tax contribution) implemented by the Board. The Board will pay for part-time employees, seventy percent (70%) of the cost of all premiums and the employee shall pay thirty (30%) of such cost. Contributions will be based upon the cost of coverage elected by the teacher, *i.e.* individual, individual plus one, family (the employee premium share contributions shall be computed on the basis of actual expenditures in the prior year).

2. Dental benefits shall reimburse preventive expenses at 100% co-insurance. A \$50.00 annual deductible (\$150 family maximum) is applied to general and major services. General services shall be reimbursed at an eighty percent (80%) co-insurance and major services at fifty percent (50%) co-insurance. This benefit is subject to a \$2,500 calendar year maximum per covered individual.

C. Insurance Carriers

The Board of Education at its sole discretion may change the identity of carriers identified in the contract to provide medical, prescription drug, dental, vision and/or life insurance in whole or in part. Prior to changing vendors under this section, the Board shall notify the President of the Association at least thirty (30) days in advance of the nature of the proposed change and the reasons therefore.

During the next ensuing thirty (30) day period, the parties shall meet and the reasons for the proposed change shall be more fully explained. Any changes in carrier identification must provide substantially equal benefits and service to the members of the bargaining unit and their dependents at no additional cost, and any claims then or thereafter that this is not the case may be the subject of a grievance under the controlling grievance procedures. If, during the thirty (30) day period set forth above, the parties cannot agree that this is the case, either the

Board or the Association may invoke arbitration as provided under this Agreement for the purpose of determining whether the proposed change or changes will, in fact, provide equal benefits, at no additional cost to covered employees or their dependents. Any arbitration under this clause will be final and binding as provided by the contract, preferably before an arbitrator experienced in insurance matters.

D. Flexible Spending Account

The Board shall make available a flexible spending account as permitted in accordance with federal regulations.

ARTICLE XVII
PHYSICAL EXAMINATIONS FOR PROFESSIONAL PERSONNEL

A. New Teachers and Teachers Returning from Leave of Absence

1. All new teachers employed by the Westport Board of Education and all teachers returning to regular employment after leaves of absence for periods of one (1) year or more must present to the school physician an acceptable health statement from a licensed medical physician that the teacher is able to perform the duties of his/her position and that the teacher is free from communicable tuberculosis as evidenced by the PPD or other appropriate test. If the test is positive or if the teacher has had a history of irregular reactions to the test as attested by a statement from a medical physician, then in either case, the teacher shall take an appropriate x-ray. The cost of the test and the x-ray shall be paid by the Board of Education.

B. Continuing Personnel

1. The Board of Education shall have the right to require a teacher to submit to a medical examination by a physician chosen by the Board, and the opinion of that physician as to the teacher's fitness to continue employment shall be submitted to the Board of Education. Such examination shall be at the Board's sole expense.

A list of three or more physicians shall be made available and the teacher shall have the right to choose from the list.

2. In addition, every third year each teacher shall present evidence of being free from communicable tuberculosis. The PPD Test or other appropriate test shall be offered to each teacher at no cost to the teacher by the Division of Medical Services. In lieu of the negative skin test a teacher may present evidence at the teacher's own expense, based on an appropriate chest x-ray, that he/she is free from communicable tuberculosis.

3. In the event that a skin test is positive, the teacher must have a licensed medical physician submit a statement based on an appropriate chest x-ray test that in the physician's opinion the teacher is free from communicable tuberculosis.

C. Health Summary

1. The contents of the health statements will be made available only to the teacher, the physician and the school medical advisor. All records will be confidential and kept in the office of the school medical advisor. When the protection of the teacher's health and that of the pupils requires a teacher's absence or some other adjustment in the personnel or work arrangements, the office of the school medical advisor will be privileged to indicate to the Superintendent the specific nature of the ailment and to recommend the necessary action.

2. It shall be the responsibility of the Division of Medical Services to notify the Town School Office of all satisfactory health statements as they are received in the Division. It shall be the responsibility of the Town School Office to keep a list of the current health statements and notify teachers when their health statements are due.

ARTICLE XVIII
ROUTINE LEAVES OF ABSENCE

A. Emergency Leave

1. Application

a. The appropriate form is to be completed by the teacher (including reasons and date) and signed by the principal. In extreme emergency the emergency leave request may be processed by telephone.

b. The business office pays both the teacher and the substitute under this leave policy, except when otherwise specified.

2. Types of Emergency Leave

a. Bereavement

1. Immediate Family - up to five (5) consecutive days' full pay in the case of death in the immediate family.

2. Other Relatives - a teacher may be absent without loss of pay for one (1) day when there is the death of a relative other than the immediate family.

3. A teacher who attends the funeral of a close friend will receive the difference between the teacher's salary and the substitute's salary.

4. Absence of two (2) members of a school faculty to attend the funeral of a fellow Westport teacher in the same school will be allowed and, at the discretion of the principal in each school, additional staff members may be released to attend such funeral.

5. If additional time is necessary because of distance or religious practice, the teacher may request an extension of the above leave. For this extended leave the teacher will receive the difference between the teacher's salary and the substitute's salary.

b. Critical Illness

1. Absence for up to five (5) days per year for critical illness in the immediate family shall be allowed.

c. Legal

1. Absence in obedience to legal process will be allowed including time necessary to complete a call to jury duty (but not to volunteer), and the Board agrees that any such teacher who is called and in fact does appear to serve on jury duty shall receive a rate of pay equal to the difference between the individual's salary and the jury fee.

2. Absence will be allowed for the President of the Union or the President's designee, at no loss of pay, to answer legal process in behalf of the Union.

3. Any other provision of this Agreement notwithstanding, no paid leave shall be granted to any teacher who is subpoenaed by an attorney representing the Union in any court action wherein the Board of Education is the defendant and the Union is the plaintiff.

3. Definition of Terms

a. Critical illness - means illness which the attending physician considers sufficiently serious to require the teacher's presence at the bedside.

b. Immediate family - means husband, wife, children and any member of the same household; parents, parents-in-law, brothers, sisters, grandparents, grandchildren, legal guardians, wards or step-children.

c. Legal process - summons to appear in court in which the individual has no option but to appear.

B. Professional Leave

Absence with full pay will be allowed for trips approved in advance to educational conferences or for trips involving school business. All requests for such absence will be made in writing to the principal for approval.

C. Personal Leave

1. In addition to the above-mentioned leave, teachers may use two additional days for pressing matters.

a. Personal leave taken after May 15th shall be with the prior approval and permission of the appropriate principal, and such approval shall not be unreasonably withheld.

b. The business office pays both the teacher and the substitute.

c. The leave request will be submitted to the principal in writing and in advance when possible.

d. These days will be noncumulative and, except with the approval of the Superintendent or Superintendent's designee, cannot fall on the day immediately preceding or following a school holiday or vacation.

e. The following is intended as a guide for the interpretation of personal leave.

1. Personal - property (e.g., emergency repair)

2. Personal - family (e.g., family problem other than illness)

3. Personal - schooling (e.g., personal or family graduation)

4. Legal - (e.g., a house closing)

2. If additional time is needed beyond these two days:

a. the request must be reviewed and approved by the Superintendent, or Superintendent's designee.

b. substitute pay will be deducted from the teacher's salary.

c. prior permission on the appropriate form is necessary.

d. the reason for the leave and the date of absence must be clearly indicated.

D. Religious Holidays

1. Members of any religious faith may apply for principal religious holidays (comparable to Christmas, Good Friday or Easter) without loss of pay.

2. Time granted for religious holidays will not be deducted from allowances for absences (as 1 above).

3. A maximum of three (3) days is allowed for this purpose.

E. Sick Leave

Teachers are eligible for fifteen (15) days of sick leave each year, cumulative to the state minimum. The Board of Education shall notify teachers by the 30th of October of each school year of the number of sick leave days each employee has accumulated through June 30 of that calendar year. The teacher shall have thirty (30) days after receipt in which to challenge the accuracy of that notification, after which such notification shall be binding. The teacher will receive his/her regular salary during this period of accumulated sick leave. The substitute will be paid by the Board of Education. After expiration of accumulated sick leave, the teacher will receive additional days with pay, according to the following schedule. Each teacher will be entitled to up to a total of ninety (90) additional days during his or her employment by the Board.

1st through 3rd year of teaching in Westport	- 15 days
4th through 5th year of teaching in Westport	- 30 days
6th through 10th year of teaching in Westport	- 60 days
Over 10 years of teaching in Westport	- 90 days

During this time the teacher shall receive the difference between his/her per diem contract salary and the current per diem beginning substitute teacher's rate.

F. Other

The Superintendent or Superintendent's designee will act upon requests for leave which are of an unusual nature and not covered in the above policy.

ARTICLE XIX
MATERNITY, CHILDREARING AND ELDERCARE LEAVE

A. Maternity Leave:

An employee requiring leave of absence because of disability resulting from pregnancy shall be granted necessary leave. Such leave shall be granted from accumulated sick leave as set forth in Article XVII of this Agreement, in conformity with Section 46a-60 of the Connecticut General Statutes.

B. Childrearing Leave:

1. Tenured teachers, shall be entitled, upon written request submitted to the Superintendent, to a child-rearing leave without pay or benefits. A "child-rearing leave" shall be available to both male and female employees within thirty (30) calendar days of the birth or adoption of a child, or the placement of a foster child in their care.

2. A teacher must apply for child-rearing leave at least sixty (60) calendar days prior to the anticipated commencement of the leave, provided that this requirement shall be waived in cases of adoption for good cause show. In such cases, the teacher shall provide as much advance notice as is practicable.

3. Such leave shall be for the remainder of the school year, and the teacher shall return to work at the beginning of the next school year.

4. Child-rearing leave shall be without compensation or benefits, provided that teachers may, at their own option and expense, remain in the insurance group.

5. Upon completion of a child-rearing leave, the teacher will be returned to the position vacated or to a position of a similar nature to the same extent as would occur without regard to such leave.

C. Eldercare Leave

1. Teachers shall be entitled, upon written request submitted to the Superintendent, to eldercare leave for the purpose of caring for a disabled parent.

2. A teacher must submit the written request for eldercare leave at least fifteen school days prior to the anticipated commencement of the leave, provided that this requirement shall be waived in cases of extreme emergency. In such cases, the teacher shall provide as much advance notice as is practicable. If advance notice is not possible, notice shall be provided as soon as possible after the teacher had knowledge of the emergency.

3. Such leave can range in length from five (5) to ninety (90) school days, and may be designated as leave under the Family and Medical Leave Act to the extent permitted by law. If conditions warrant a leave beyond the length in the initial application/notification, the teacher may apply for an extension, which may but need not be granted.

4. An eldercare leave shall be without compensation. Insurance benefits shall continue as if the teacher were not on leave to the extent provided by the Family and Medical Leave Act. The teacher will make arrangements with the Business Office for payment of the teacher's share of the insurance premium.

5. Upon completion of an eldercare leave, the teacher will be returned to the position vacated or to a position of a similar nature to the same extent as would occur without regard to such leave.

D. The Board may designate leave under this Article as leave under the Family and Medical Leave Act in accordance with said law.

ARTICLE XX
REASSIGNMENT TO ACTIVE DUTY AFTER LEAVE OF ABSENCE

A. At least ninety (90) calendar days prior to the expiration of such leave, the employee shall be required to make written application to the Superintendent for reassignment to active duty.

B. It is the responsibility of the teacher to make written application for reassignment accompanied by appropriate statements at least ninety (90) days prior to the termination of the leave. Should the teacher on leave fail to indicate his/her intention to return by April 1st and should the teacher not respond within fifteen (15) days to a written request sent on April 1st from the personnel office regarding his/her intention to return, the contract will be considered terminated. Communication from the personnel office will be sent certified mail, return receipt requested.

ARTICLE XXI
PARTICIPATION IN POLITICAL ACTIVITY

A. Participation:

Professional employees of the Westport school system may participate in political activities and may hold political office with the following provisions and/or exceptions:

1. In compliance with Connecticut General Statutes, Section 10-232, a professional employee elected to the Westport Board of Education must resign from the school system upon taking office.

2. A professional employee must comply with other existing town ordinances and state statutes.

B. Leaves of Absence:

The following leave policies will be applied to professional employees of the Westport Board of Education who participate in campaigning or who seek political office:

1. A professional employee may be granted a leave of absence during the campaign period for a political office for which the individual is a candidate.

2. A professional employee who is elected to a political office may be granted a leave of absence (unless required by ordinance or statute to resign from the system).

3. Length of Leave:

a. Leaves of absence for political office-holding shall be considered a long-term leave and will normally extend to the end of a given school year, unless a shorter period is mutually agreed upon by the employee and the assistant superintendent or Superintendent's designee.

b. Leaves for campaigning shall be considered as routine leaves and shall be subject to the policy governing leaves of this type.

ARTICLE XXII
TRAVEL INSURANCE

The Board of Education will obtain group travel accident insurance providing for fifty thousand dollars (\$50,000.00) accidental death, dismemberment and total disability coverage for certified employees while traveling outside the Town of Westport on authorized business of the Board of Education.

ARTICLE XXIII
DUES DEDUCTION

- A. The Board of Education agrees, upon the voluntary written request from any certified employee submitted on a form approved by the Board, to deduct from that employee's salary dues for the Westport Education Association, Inc., the Connecticut Education Association and/or the National Education Association and to transmit such monies so deducted at a time to be agreed upon between the Board of Education and the Union to the Westport Education Association, Inc. Any certified employee submitting a written request for such dues deduction shall be subject to dues deductions during the remainder of his or her employment by the Board of Education, or until the Board receives a written request from the employee that dues no longer need be deducted. Such written request for withdrawal from dues deductions shall only be accepted and honored by the Board between June 1 and June 30 of any year of this Agreement to be effective on June 30 of the same year.
- B. For teachers not subject to dues deduction in accordance with paragraph A above, the Westport Board of Education agrees to deduct from each teacher an amount equal to the Union membership dues or service fee by means of payroll deduction.
- C. The amount of the deduction from each paycheck for Union membership dues shall be equal to the total dues divided by the number of paychecks from which the teacher wishes dues to be deducted. The amount of the deduction from each paycheck for the service fee shall be equal to the total service fee divided by the total number of paychecks between the first paycheck in January and the last paycheck in June. The

amount of Union membership dues shall be certified by the Union to the Board of Education prior to September 15th of each school year. The amount of the service fee shall be certified by the Union to the Board of Education prior to December 15th of each school year.

- D. 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.
- E. The Board of Education agrees to forward to the Union biweekly a check for the amount of money deducted during that pay period. The Board shall include with such check a list of teachers for whom such deductions were made.
- F. No later than the first paycheck in October of each school year, the Board of Education shall provide the Union with a list of all teacher employees of the Board of Education and the positions held by said teacher employees. The Board shall notify the Union monthly of any changes in said list.
- G. The singular reference to the "Union" herein shall be interpreted as referring to the Westport Education Association, the Connecticut Education Association, and the National Education Association.
- H. The Union shall hold the Board harmless against any and all claims, demands, liabilities, lawsuits, attorney's fees or other costs which may arise out of or by reason of actions taken against the Board as a result of the enforcement or administration of this article. The Board reserves the right to be represented by counsel of its choice and the Board shall be reimbursed for its reasonable legal fees. The Union and the Connecticut Education Association agree that they will not contest the provisions of this paragraph, and further agree that it is valid and enforceable by the Board.

ARTICLE XXIV TEACHER WORK YEAR

Reserving its right to modify the school calendar as circumstances change, the Board of Education shall establish a school calendar no later than April 15 for the ensuing year, which calendar shall meet the following criteria and conditions:

1. The teacher work year shall consist of 188 days for staff to include 182 instructional days and 6 non-instructional days.
2. Except as negotiated with the Association, single day holidays and extended vacations for teachers shall be the same as for students.
3. There shall be a shortened day prior to the Thanksgiving holiday. There shall be a shortened day prior to the Christmas vacation on December 23rd with no school on the 24th. When the Christmas vacation begins at the end of school on December 22nd or earlier,

that day shall be a full day for staff and students. There shall be a shortened day for students on the last day of school.

4. All teachers shall be required to attend two (2) evening meetings of no more than three (3) hours duration during the first half of each school year and one (1) evening meeting of equal length during the second half of each school year. At least one of the first semester meetings shall be reserved for Back-to-School Night activities, with the other two meetings utilized for either Back-to-School Night activities or parent-teacher conferences, said decision to be made by the Board. Parent-teacher conference days at the elementary school level shall be limited to three (3) during each of the first and second halves of the school year.

ARTICLE XXV THE TEACHING DAY

A. Duration

The duration of the teaching day is defined as no more than seven and one-half (7 ½) hours. Of this time six and three-quarter hours (6 ¾) hours is assigned to the formal student schedule and forty-five minutes to unscheduled teacher activities within the building. Normally, teachers are expected to be present up to one-half (½) hour before the official opening of classes and to remain for up to one-half (½) hour following the official end of classes (not to exceed forty-five (45) minutes in total), but variations in the timing of these unscheduled activities are at the discretion of the principal. Scheduled activities such as staff meetings and authorized in-service programs may extend beyond the duration of the teaching day.

1. At the middle and high school levels, the minutes of a teacher day, whether distributed over a four, five, or eight day SCHEDULING CYCLE, or any modification thereof, shall be represented by the EQUIVALENT of five periods of student/teacher direct instructional time which, for the purpose of calculation only, shall be computed at a level not to exceed 45 minutes.

2. Each teacher at the middle and high school levels shall be required to participate in a PROFESSIONAL ASSIGNMENT (such as tutoring, conferencing with students, meeting with parents, and/or learning center assignments) or STUDENT MONITORING ACTIVITIES (such as hall duty, playground duty, cafeteria duty, bus duty, in-school suspension and/or study hall), to be determined by the building principal. Said professional assignment or student monitoring activity shall be for no more than the EQUIVALENT of one period per day over the defined scheduling cycle.

3. The Board of Education reserves the right, additionally, to assign all teachers at the middle and high school levels to homeroom supervision. The Board reserves the right to utilize for homeroom all the time (or any portion thereof) currently devoted to communication time at Staples High School.

4. Each teacher at the middle and high school levels shall be assigned the EQUIVALENT of one period per day for teacher planning time to prepare lesson plans and materials for instruction.

5. Elementary teachers (except kindergarten teachers) shall be provided no less than 225 minutes of preparation time weekly, and, based on the current extended day schedule, kindergarten teachers shall be provided no less than 205 minutes of preparation time weekly. If full day kindergarten is implemented kindergarten teachers shall receive no less than 225 minutes of preparation time weekly.

The flexibility contained in these provisions is intended to enable principals to adjust teacher schedules in accordance with the exigencies of the school program, physical facilities and unusual scheduling requirements.

B. Lunch Periods

The Board of Education believes that all teachers should have at least a one-half (1/2) hour duty-free lunch period, in addition to the planning period. To that end principals are expected to make whatever arrangements are necessary and possible, recognizing that the time may not be precisely thirty (30) minutes because of restrictions imposed by the program or the length of the school day.

C. Flexibility

The intent of this policy is to formulate existing arrangements while permitting flexibility.

ARTICLE XXVI
NONACADEMIC DUTIES OF TEACHERS

Teachers who are assigned to more than one school shall be exempt from non-academic duties on days that they travel between assigned schools.

ARTICLE XXVII
EMPLOYMENT OF SUBSTITUTE TEACHERS

A. It is the policy of the Board of Education to employ a substitute teacher whenever a teacher must be absent for a half-day 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.

B. The responsibility of the teacher when a substitute is required is to notify the person designated by the administration to obtain substitutes for that school or department.

C. The Board also recognizes, however, that emergency situations other than fiscal ones may arise when it may not be feasible to carry out the above policy. In such a case the Board reserves the right to assign teachers to coverage when required by the situation, subject to the provisions set out below.

D. The following procedures shall prevail with regard to the use of regularly-employed members of the teaching staff at the middle and high school levels for the purpose of coverage of classes during the regular school day. The procedures shall also apply to teachers in the elementary schools if said teachers are required to cover for an absent teacher during their scheduled preparation time or lunch period.

E. In the event a class period cannot be covered when a teacher is absent or unavailable and a *per diem* substitute teacher is not available for coverage, regularly employed members of the teaching staff who have expressed interest in writing in volunteering for such coverage assignments will be first requested to cover the affected class.

F. The rate of pay for such coverage shall be \$28.00 per hour, with that value to be pro-rated for class periods that are less than one hour or more than one hour, rounded up (e.g. compensation for a 45 minute period would be \$21.00; for a one and one-half hour period, \$42.00).

G. Except as provided above, no regularly-employed member of the teaching staff will be required to oversee a coverage assignment, even if that individual has previously expressed interest in writing in volunteering for such assignments. If no regularly-employed member of the teaching staff is available to cover such classes on a voluntary basis, such assignments shall be made on a rotating basis among teachers available during the applicable class period. Teachers so assigned shall receive the payment set out in paragraph F above.

ARTICLE XXVIII EMPLOYMENT OF REPLACEMENT TEACHERS

When the Superintendent knows either through competent medical counsel or through information coming directly from the teacher that there will be a prolonged absence (30 days or more) due to illness, the Superintendent may immediately employ a fully certified teacher as a replacement and place him/her on step 1 of the BA Schedule.

When there is uncertainty about the length of absence, a two-week waiting period (ten (10) school days) is suggested. During that time, the substitute pay policy will be in effect. If at the end of the period, prolonged absence is indicated (thirty (30) days or more), the Superintendent may:

- a. place the substitute on step 1 of the BA Schedule or on a step consistent with his/her experience for placement on the salary schedule if the teacher is certified, or

- b. employ a certified teacher for the duration of the absence at step 1 of the BA Schedule or on a step consistent with his/her experience for placement on the salary schedule.

Should a substitute employed pursuant to this Article subsequently be hired to fill a vacancy, he or she shall receive experience and degree credit at that time on the same terms as other newly hired teachers.

ARTICLE XXIX PROFESSIONAL PROGRESS

For the duration of this Agreement professional progress and evaluation shall be assessed on the basis of the provisions of the professional development and appraisals program as adopted by the Board of Education on June 11, 1973; subsequently modified by the Board in accordance with law; and, now known as the Professional Development and Evaluation Program (PDEP).

ARTICLE XXX REIMBURSEMENT FOR GRADUATE STUDY

A. A fund not to exceed \$50,000 shall be established for tuition reimbursement. Only those tenured staff members at the MA level or above may be reimbursed for courses taken at colleges or universities. Reimbursement will be one-half (1/2) of the tuition cost, not to exceed five hundred dollars (\$500) per fiscal year per person. Such reimbursement will be made in order of application until the allocated \$50,000.00 is expended. Online courses shall be subject to reimbursement under this Article only to the extent that such courses may be used for salary credit in accordance with Appendices A and B, Provisions Relating to Salaries.

B. In order to receive reimbursement for courses taken at colleges or universities, staff members must receive the prior approval of their professional development and evaluation program supervisor. In case a staff member and his or her professional development and evaluation program supervisor are unable to agree, a final decision concerning reimbursement, which shall be binding on all parties, shall be rendered by the credit review committee. If a staff member cannot reach an agreement concerning reimbursement with his or her supervisor within three (3) days after requesting approval, he or she may appeal to the credit review committee, which shall hear evidence from both the staff member and his or her supervisor within five (5) days of such appeal and shall decide the matter within two (2) days thereafter.

ARTICLE XXXI TRANSFERS

A. The Board of Education recognizes that the teacher, in the course of his/her employment, may want and need experience in other schools and/or at other grade levels. The

Board encourages such transfers where training and skill are appropriate and in the best interests of the teacher and students involved.

B. A transfer may be made with the approval of the Superintendent or the Superintendent's designee in consultation with the receiving and sending principals and teacher involved. In appropriate circumstances, the Superintendent may transfer a K-8 certified teacher to the middle school irrespective of subject area certification.

Involuntary transfers from one school to another will be based on the needs of the system. In making transfer decisions, the Superintendent shall consider the following factors:

1. Personal preference of the teachers potentially affected
2. Transfer history of the potentially affected teacher (*e.g.* has the teacher been moved recently?)
3. Skills and experience at the grade level or subject area of the potentially affected teachers
4. Balance at the grade level or in the subject area, and/or needs of the cluster
5. Balance at each school of newer and more experienced teachers
6. Program needs of the school district
7. Unique needs of particular children (*e.g.* children with disabilities)
8. Length of service of the potentially affected teachers (both in the building and in the district)
9. Special training and experience of the potentially affected teachers.

The teacher identified for transfer shall have the right to request a meeting to discuss the reasons for the transfer decision with the Superintendent.

Notwithstanding the foregoing, the following procedure shall apply in cases of transfer necessitated by reduction in force at the High School:

1. Teachers to be transferred will be selected from a pool of appropriately certified staff members drawn from among those teachers most recently assigned to the High School.
2. The pool of possible transferees will be larger than the number to be transferred. Approximately two teachers will be placed in the pool for every full position or fraction of a position to be reduced in each subject area.
3. The pool will be augmented by those requesting transfer, if any.
4. In some instances, the program needs of the school may make it necessary to transfer a teacher who is not one of the most recent assignees or one who has requested transfer.

C. Upon request of the teacher, reason for denial of transfer will be communicated to him or her in writing.

D. Vacancies in teaching positions resulting from new positions, resignations, retirement or other causes shall be posted on teacher e-mail conferences and the bulletin boards in each school as soon as practicable after the Board decides to fill the vacancy and in no event less than two weeks before a final appointment is made. Postings shall include the title of the position, the qualifications for the position, the school, and whether this vacancy is for a specified or an indefinite period. Internal candidates shall receive an interview.

ARTICLE XXXII OPPORTUNITIES FOR ADVANCEMENT

The Board of Education believes that staff members presently employed should be given every consideration and encouragement with regard to advancement to leadership positions within the school system. To that end the Superintendent shall make administrative arrangements for announcing and describing such vacancies and the qualifications thereof in all schools as soon as the vacancies are known; for interviewing all qualified local candidates who have submitted written applications; and for notifying all local candidates of their status in this regard at the earliest possible moment. Notwithstanding the foregoing, vacancies, whether for administrative, teaching or extracurricular positions, may be filled during the summer months five (5) days after notice has been posted in each Westport school and written notice has been e-mailed and mailed to the President of the Union at the Union's address.

It is, of course, Board policy that the Superintendent is charged with the responsibility of recommending to the Board of Education for appointment to leadership positions the persons who, in his/her judgment, are best qualified through training, experience and personal characteristics for these positions.

ARTICLE XXXIII MEETINGS

One (1) Monday afternoon each month shall be available after 3:30 p.m. solely for a meeting of the Union, and the Board agrees that any other meeting of teachers on that Monday shall be terminated by 3:30 p.m.

ARTICLE XXXIV PROTECTION FROM ARBITRARY ACTION

A. No certified teacher shall be disciplined (i.e. written reprimand or suspension) without reasonable and just cause.

B. No material originating after initial date of employment shall be placed in any teacher's personnel file unless the teacher has first had an opportunity to review the material. The teacher may submit a written notation regarding any material, and the same shall be attached to the file copy of the material in question. If the teacher believes that material to be placed in

his or her file is inappropriate or in error, he/she may receive adjustment through the grievance procedure. If the teacher is asked to sign material placed in the teacher's file, such signature shall be understood to indicate his or her awareness of the material, but in no instance shall said signature be interpreted to mean the teacher's agreement with the content of the material.

C. Any complaint made against a teacher by a person for whom the teacher is administratively responsible, by any parent, by any student or by any other person shall be called to the attention of the teacher if said complaint is to be placed in the teacher's personnel file. The procedure of section B of this clause shall apply to these records as well as all others that are placed in this file.

D. A teacher has the right to have a representative of the Union accompany him/her on any review of his/her personnel files.

ARTICLE XXXV ORIENTATION OF STAFF

The Board and the Union recognize the need to properly orient new staff members to the unique requirements of the Westport school system. Therefore, it is agreed that the Union shall participate in the orientation of new staff, at least to the following extent:

1. In the formal program provided by the system for the orientation of staff there shall be no more than twenty (20) minutes for participation of Union representatives.

2. The names of all staff members and their buildings, grades and subject areas shall be provided to the Union no later than September 30th annually.

3. Staff members new to the district may be required to participate in orientation sessions (including curriculum training), not to exceed three days during the first year of employment.

ARTICLE XXXVI SENIORITY

A. In the event the Board shall, in its sole judgment, decide to reduce professional staff, then it shall exercise its discretion with respect to teachers employed under a durational shortage area permit (DSAP) and with respect to nontenured teachers, provided that in an affected certification area the employment of DSAP holders shall be terminated first. If it is necessary to reduce tenured staff, then the Board agrees, giving consideration to level, subject and certification, that it shall lay off tenured personnel in the inverse order of employment in the Westport system. Teachers and administrators shall be treated equally in all respects under this Article XXXVI.

Levels within the system shall include kindergarten through sixth grade, seventh through twelfth grade, special education and system-wide. Seniority lists shall note limitations in certification of any individual staff member which is more restrictive than the seniority list upon which said staff member is listed. Appropriate seniority lists within various areas of certification in special education shall be established.

Eligibility for membership on any seniority list shall be based upon actual teaching experience in any areas of certification within or without the Westport school system. However, a staff member's position on seniority lists shall be determined solely on actual years of service in the Westport school system. Lists shall be developed and approved by November 1 of each year and applicable to the next fiscal year. A staff member with certification and actual teaching experience may establish seniority on more than one seniority list. Teaching administrators with tenure as teachers were slotted on an appropriate seniority list or lists on the basis of eligibility and service in Westport as described above.

Where service has been continuous, length of service in Westport shall be based upon the original date of commencement of employment in the Westport school system, except that where identical dates may exist, then the date of appointment or the date the teacher signed the initial contract shall be determinative, in that sequence. In case a conflict still exists, the Board shall determine which staff member shall be laid off.

Where service has not been continuous, months and years of actual service shall be totaled to determine through a reconstructed date, a teacher's place on the seniority list. If identical dates then exist, then the reconstructed date of appointment or the reconstructed date the teacher signed the last contract shall be determinative, in that sequence.

In case a conflict still exists, the Board shall determine which staff member shall be laid off.

Service shall be defined to include not just actual service in the system, but also time on sick leave, on sabbatical, on maternity leave, and on other authorized leaves of absence from the system. All other interrupted time outside the school system shall be considered nonservice time.

B. Recall

In the event of a reduction of tenured staff members, personnel who have been laid off shall retain recall rights for three (3) years from the last date of employment.

No new staff member shall be appointed until laid-off staff members with necessary qualifications concerning level, subject and certification have been notified. The senior laid-off staff member having recall rights shall be notified of such vacancy by certified mail, return receipt requested, at his/her last known address. It shall be the responsibility of any laid-off staff member with recall rights to notify the personnel manager in the Town School Office in writing of any change of address during the period of his/her layoff.

If the laid-off staff member has not communicated his/her availability for reemployment to the personnel manager at the Town School Office within five (5) days of the mailing of said notice, the terminated staff member shall be deemed to have waived his/her recall rights. In such case the next most senior qualified staff member having recall rights shall be notified in accordance with the above provisions. Any laid-off staff member who is recalled shall have the same seniority as he or she had obtained on the last day of employment prior to layoff.

ARTICLE XXXVII REIMBURSEMENT FOR TRAVEL

Personnel covered by this contract who have teaching or teaching administrator assignments in two or more schools in Westport shall be reimbursed for travel between said schools at the approved IRS rate per mile. Reimbursement shall be made on a monthly basis based on a preprinted written voucher for reimbursement submitted by the teacher or teaching administrator to his or her immediate supervisor.

ARTICLE XXXVIII TUTORING OF STUDENTS

Teachers are prohibited from tutoring students who are in their classes for direct or indirect compensation, either during the summer after class membership for the coming school year is known to the teacher, during the school year, or during the following summer.

ARTICLE XXXIX EXTRACURRICULAR ACTIVITIES

- A. The Westport Board of Education retains the right to create and eliminate extracurricular positions (including sports) and the Westport Education Association retains the right to negotiate over compensation, hours and working conditions as defined in Connecticut General Statute 10-153g.
- B. An evaluation system shall be maintained for evaluating extracurricular employees. Such evaluation system shall provide for:
 - 1) the use of an evaluation instrument developed in partnership with the Association.
 - 2) observations(s) by a supervisor with appropriate dialogue and feedback.
 - 3) a final written evaluation completed by the supervisor no more than four weeks after the completion of the extracurricular activity.
 - 4) a recommendation pertaining to reemployment.
- C. The Westport Board of Education shall post vacant extracurricular positions and shall grant qualified internal applicants an interview for such positions in accordance with established practice, and shall appoint extracurricular employees from within or outside

the Westport Public Schools. At the end of the incumbent's first year of service, the Superintendent or the Superintendent's designee, taking into consideration the final written evaluation pursuant to paragraph B, shall have the authority to offer the incumbent reemployment for the following year.

- D. After an extracurricular employee is hired for a second year, the employee shall be offered reemployment for the succeeding year based on a satisfactory final written evaluation pursuant to paragraph B. If the final written evaluation is unsatisfactory, the Superintendent or designee may place the employee on probation or not offer reemployment.
- E. Following the second or subsequent year of employment, an extracurricular employee who is not recommended for reemployment may challenge the recommendation as follows. Within seven school days of the date of the written notification that the employee will not be reemployed, the employee shall file a written request for review with the Superintendent. The Superintendent shall meet with the extracurricular employee, the evaluator and other appropriate personnel, and shall render a written decision on the matter within seven school days of such meeting. The extracurricular employee, may appeal the Superintendent's decision to the Board of Education. The Board of Education shall meet with the extracurricular employee, the Superintendent and other appropriate personnel, and shall issue a written decision on the matter within fourteen school days of such meeting. The decision of the Board of Education shall be final. The time schedule of this section may be altered by mutual consent.
- F. Notwithstanding the foregoing procedure, the Board of Education reserves the right to terminate the employment of an extracurricular advisor immediately for due and sufficient cause as defined in Connecticut General Statute 10-151d.
- G. Before beginning an extra curricular position a teacher shall have a signed, dated contract. The signed contract shall serve to inform the teacher in general of the nature and responsibilities of the position, the negotiated compensation for the position, and of the Personnel Office's review and authorization of the position.

ARTICLE XL MILITARY LEAVE

A teacher who is a member of a State Guard or Federal Reserve component shall be entitled up to fourteen (14) calendar days of leave with pay to serve with said component provided:

1. such service is rendered during the school year;
2. the total pay (that received from the Board of Education and that received as a reservist) shall not exceed the teacher's full regular salary for that period;

3. proof from the branch of the service involved must be submitted in writing to the Superintendent of Schools stating that such service cannot be rendered at any other time;
4. the leave shall not be deducted from sick leave or from personal days.

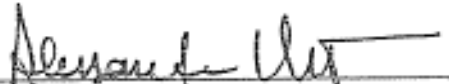
ARTICLE XLI
NO STRIKE, NO LOCKOUT

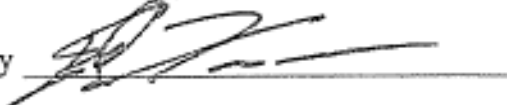
During the term of this Agreement neither the Union, its officers, nor any employee shall engage in or in any way authorize, encourage, instigate, aid or sanction any strike, work stoppage, slowdown, walkout, or concerted refusal to work. Violation of this section shall be considered just cause for disciplinary action.

During the term of this Agreement the Board of Education shall not lock out its employees.

This stipulated agreement was reached this 5th day of November, 2003.

WESTPORT BOARD OF EDUCATION WESTPORT EDUCATION ASSOCIATION

By  _____

By  _____

355100 v.05

APPENDIX A-1

TEACHERS' SALARY SCHEDULE
 JULY 1, 2004 - JUNE 30, 2005

Step	BA Degree	BA + 1 Yr. (MA Or BA+30)	BA + 2 Yr. (MA+30 or BA+60)	BA + 3 Yr. (MA + 60)
1				
2				
3	39,974	42,951	46,635	50,006
4	40,812	44,535	48,093	51,656
5	42,689	46,381	50,356	53,212
6	44,746	48,477	52,454	54,762
7	46,985	51,046	54,721	57,439
8	49,385	53,153	56,901	59,726
9	51,843	55,643	59,551	62,019
10	54,250	57,749	61,733	64,467
11	56,413	60,239	63,921	67,143
12	58,938	62,730	66,471	69,441
13	64,476	64,902	69,020	72,111
14		67,202	71,203	74,753
15		70,141	73,447	77,090
16		78,071	76,613	80,721
17			83,910	88,762

APPENDIX A-2

TEACHERS' SALARY SCHEDULE
 JULY 1, 2005 - JUNE 30, 2006

Step	BA Degree	BA + 1 Yr. (MA Or BA+30)	BA + 2 Yr. (MA+30 or BA+60)	BA + 3 Yr. (MA + 60)
1				
2				
3	40,973	44,025	47,801	51,256
4	41,832	45,648	49,295	52,947
5	43,756	47,541	51,615	54,542
6	45,865	49,689	53,765	56,131
7	48,160	52,322	56,089	58,875
8	50,620	54,482	58,324	61,219
9	53,139	57,034	61,040	63,569
10	55,606	59,193	63,276	66,079
11	57,823	61,745	65,519	68,822
12	60,411	64,298	68,133	71,177
13	66,105	66,525	70,746	73,914
14		68,882	72,983	76,622
15		71,895	75,283	79,017
16		80,040	78,528	82,739
17			86,025	90,998

APPENDIX A-3

TEACHERS' SALARY SCHEDULE
 JULY 1, 2006 - JUNE 30, 2007

Step	BA Degree	BA + 1 Yr. (MA Or BA+30)	BA + 2 Yr. (MA+30 or BA+60)	BA + 3 Yr. (MA + 60)
1				
2				
3	41,997	45,126	48,996	52,537
4	42,878	46,789	50,527	54,271
5	44,850	48,730	52,905	55,906
6	47,012	50,931	55,109	57,534
7	49,364	53,630	57,491	60,347
8	51,886	55,844	59,782	62,749
9	54,467	58,460	62,566	65,158
10	56,996	60,673	64,858	67,731
11	59,269	63,289	67,157	70,543
12	61,921	65,905	69,836	72,956
13	67,774	68,188	72,515	75,762
14		70,604	74,808	78,538
15		73,692	77,165	80,992
16		82,058	80,491	84,807
17			88,192	93,289

APPENDIX B

TEACHING ADMINISTRATORS' SCHEDULE

July 1, 2004 – June 30, 2005

Step	BA + 30	BA + 60	BA + 90
1	53,138	60,919	63,936
2	57,035	64,810	68,014
3	60,927	68,694	72,097
4	64,810	72,586	76,184
5	67,128	76,471	80,265
6	71,020	80,371	84,351
7	75,412	84,462	88,624
8	83,932	93,205	97,814

July 1, 2005 – June 30, 2006

Step	BA + 30	BA + 60	BA + 90
1	53,802	61,680	64,735
2	57,748	65,620	68,864
3	61,689	69,553	72,998
4	65,620	73,493	77,136
5	67,967	77,427	81,268
6	71,908	81,376	85,405
7	76,355	85,518	89,732
8	84,981	94,370	99,037

July 1, 2006 – June 30, 2007

Step	BA + 30	BA + 60	BA + 90
1	54,475	62,451	65,544
2	58,470	66,440	69,725
3	62,460	70,422	73,910
4	66,440	74,412	78,100
5	68,817	78,395	82,284
6	72,807	82,393	86,473
7	77,309	86,587	90,854
8	86,043	95,550	100,275

PROVISIONS RELATING TO SALARIES

- A. Initial salary schedule step placement of teachers and teaching administrators shall be determined by the following:
1. Up to six (6) years credit shall be granted for public school teaching. Additional credit may be (but need not be) granted, as determined by the Superintendent based on his/her consideration of the experience of the teacher and the needs of the school district, provided that such credit shall be limited to years of actual service. Service interrupted by more than five years of service may be (but need not be) granted, as determined by the Superintendent based on his/her consideration of the experience of the teacher and the needs of the school district.
 2. Up to full (year for year) credit, as determined by the Superintendent based on his/her consideration of the experience of the teacher and the needs of the school district, shall be granted for private school and/or other qualified teaching experience.
 3. Up to a maximum of ten (10) years of credit, as determined by the Superintendent based on his/her consideration of the experience of the candidate and the needs of the school district, shall be granted for other related work experience. In such cases, the written rationale for this credit shall be placed in the personnel file.
 4. The Superintendent may grant a new teacher a relocation allowance of up to \$2,500 to reimburse the teacher for legitimate expenses incurred and supported with expense documents. The \$2,500 shall not be considered as part of salary. The WEA may request review of these expense documents.
- B. Vertical advance on the salary schedule is governed by the following conditions:
1. Satisfactory service during the preceding year.
 2. Service for at least one-half (1/2) school year during the preceding year.

C. Horizontal advance is allowed when a staff member:

1. Completes as few as 9 academic credits or as many as 4 CEUs/CEUEs or any combination for a \$225 annual increase. (See Total column in chart below for number of CEUs/CEUEs accepted)

<u>Graduate Credits</u>	+	<u>CEUs or CEUEs</u>	=	<u>Total</u>
9		0		9
8		1		9
7		3		10
6		4		10

2. For advancement to the 5th Level (BA+30) or 6th Level (BA+60): Complete a minimum thirty(30) credit unit or advanced degree. Of the total number of thirty (30) credits, twenty-four (24) credits must be graduate credits and part of an approved program. (See Total column in chart below for number of CEUs/CEUEs accepted)

<u>Graduate Credits</u>	+	<u>CEUs or CEUEs</u>	=	<u>Total</u>
30		0		30
29		1		30
28		3		31
27		4		31
26		6		32
25		7		32
24		9		33

3. For advancement to the 7th Level (BA+90): A teacher must have a Master's Degree and prior approval from the appropriate Professional Development and Appraisals Program (PDAP) supervisor and principal (if different) with a right of appeal to the Superintendent if approval is not granted. Additionally, unless a teacher provides a planned program leading to a new certificate in a different area or discipline, all courses must be graduate courses unless an exception is granted by the Superintendent. Twenty-four (24) or more credits of the total needed must be academic credits. A maximum of 9 CEUs/CEUEs may be used toward the move to the 7th level. (See Total column in chart below for number of CEUs and CEUEs accepted).

<u>Graduate Credits</u>	+	<u>CEUs or CEUEs</u>	=	<u>Total</u>
30		0		30
29		1		30
28		3		31
27		4		31
26		6		32
25		7		32
24		9		33

4. All graduate credits CEUs/CEUEs to be used towards horizontal advance must have prior approval of the Superintendent or his/her designee in consultation with the applicant's PDEP supervisor except for CEUs provided by the Westport Board of Education. Evidence of eligibility for horizontal advance must be filed by September and/or February 1 in any school year. Staff members filing such evidence by September 1 shall receive the full appropriate increase in salary. Those staff members filing by February 1 shall receive one-half (1/2) the appropriate increase. One (1) graduate credit toward horizontal advance must represent at least fifteen (15) hours of course time. Any staff member having filed a statement indicating completion of credits who has been unable to obtain a transcript verifying such credits shall be paid in accordance with the foregoing but shall supply such transcript without unreasonable delay to the Personnel Office.

5. For persons who hold either a PhD or an EdD one thousand five hundred dollars (\$1,500) is added to the appropriate step on the BA+90 level.

D. Active Military Service is given full credit on the salary schedule up to a maximum of two (2) years.

E. Salary Payment Options - The Board of Education shall offer to each teacher (except twelve (12) month personnel) the choice of one of the following two plans for the payment of salaries:

Plan A Payment shall be made in 21 equal checks
(before deductions)

Plan B Payment shall be made in 21 equal checks.
The first 20 checks shall equal 1/24 of the employee's salary before deductions. The twenty-first check shall equal 4/24 of the teacher's annual salary and shall be paid upon or before the last school day.

F. Interactive Video Program - It is the intention of the interactive video program to enhance course offerings and to make available to students courses that would not otherwise be available.

G. Online courses shall be subject to the following restrictions:

1. Credits shall not be granted for online courses for advancement to the MA level; no more than three credits shall be granted for online courses for advancement from the MA to the 6th Year level; no more than three credits shall be granted for online courses for advancement from the 6th Year to the 7th Year level.
2. Courses for salary advancement shall be subject to the same approval process as other courses, and standards for on-line courses shall be reviewed by a committee established by the Superintendent, including a representative selected by the President of the WEA.

SALARY PLACEMENT

Teaching administrators, including division coordinators, shall advance vertically on their respective administrative schedules based on satisfactory service during the preceding year and service for at least one-half (1/2) school year during the preceding year.

Any teacher initially appointed to a teaching administrator position shall be placed on the step of the appropriate teaching administrator schedule which will result in an increase of no less than five hundred dollars (\$500.00.)

DEPARTMENT CHAIRPERSONS

Teachers' work year plus ten (10) days, to be scheduled by the Superintendent or Superintendent's designee.

DEPARTMENT CHAIRPERSONS AND TEACHING ADMINISTRATORS

No more than three (3) teaching assignments.

APPENDIX C
EXTRACURRICULAR ACTIVITIES SALARY SCHEDULE

Assignment to extracurricular activities shall be made on a voluntary basis.

The salaries in Categories I through X for 2004-2005, 2005-2006, and 2006-2007 shall be established as follows. The GWI (2.5%) shall be applied to these positions in 2004-2005. In 2005-2006, the GWI (2.5%) will be applied to the positions in Categories I through X to generate a fund, to which the Board will add \$35,500, and this total amount shall be used to increase the salaries in Categories I through X in 2005-2006. Commencing no later than February 1, 2005, the parties shall negotiate over the allocation of this fund for extracurricular positions, which positions shall then be set forth on a revised Appendix C for 2005-2006. Such negotiations shall be conducted in accordance with Connecticut General Statutes Section 10-153f(e). For 2006-2007, the GWI (2.5%) shall be applied to the positions as they are configured through the aforementioned negotiations.

	Effective	1	2	3	4	5
<u>CATEGORY I</u>						
High School	2004-05	5,739	6,032	6,337	6,683	7,040
Head Coach/Football						
 <u>CATEGORY II</u>						
High School	2004-05	5,156	5,435	5,720	6,018	6,337
OPEN						
 <u>CATEGORY III</u>						
High School	2004-05	4,560	4,826	5,082	5,486	5,631
Head Coach						
Baseball						
Basketball						
Field Hockey						
Gymnastics						
Ice Hockey						
Indoor Track						
Lacrosse						
Soccer						
Softball						
Swimming						
Track						
Volleyball						
Wrestling						

	Effective	1	2	3	4	5
Director						
Band						
Choral						
Drama Production						
Orchestra						
Advisor						
Inklings						
Staples Media Club						
Yearbook						

CATEGORY IV

High School	2004-05	3,154	3,317	3,489	3,677	3,870
Pool Director						
First Assistant/Football Coach						
Head Coach						
Cross Country						
Golf						
Skiing						
Tennis						
Advisor						
AFS Club						
Cheerleading						
Senior Class						
Faculty Manager						
Drama Director						
Middle School						
Drama Director						
Yearbook Advisor						

CATEGORY V

High School	2004-05	2,289	2,414	2,538	2,674	2,815
Assistant						
Baseball						
Basketball						
Lacrosse						
Softball						
Cheerleading						
Drama						
Field Hockey						
Ice Hockey						
Indoor Track						

	Effective	1	2	3	4	5
Soccer						
Swimming						
Track						
Volleyball						
Wrestling						
Football Second Assistant						
Advisor						
Best Buddies						
Debating Club						
Diversity Club						
Mathematics Club						
Service Club						
Staff Development Associate						
Middle-School						
Choral Director						
Blue/Gold Coord (Bedford)						
Camerata Chorus						
Chamber Orchestra						
Jazz Band						
Band Director						
Middle/Elementary School						
Orchestra Director						
Elementary Choral Director						
Rolnick Observatory Supervisor						
Special Ed Transition Coord						
Staff Development Associates						
Townwide Crisis						
Intervention Team Coord						
Understanding Disabilities						
Coord.						
Intramural Coordinator						
TV Production Coordinator						
<u>CATEGORY VI</u>						
High School	2004-05	1,576	1,656	1,741	1,837	1,934
Assistant						
Cross Country						
Football Freshmen						
Golf						
WWPT						

	Effective	1	2	3	4	5
Advisor						
Junior Class						
National Honor Society						
QED						
SOUNDINGS						
Student Council						
UN Club						
Pit Orchestra Director (Drama)						
Key Club						
Equipment Manager						

Middle School

Advisor						
Literary Magazine						
Nat'l Jr Honor Society						
Newspaper						
Student Council						
Pit Orchestra Director for Drama Productions						

Elementary

All-City Orchestra Dir						
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CATEGORY VII

High School	2004-05	1,143	1,204	1,272	1,288	1,410
Freshman Class Advisor						
Sophomore Class Advisor						
Choreographer						
Black Box Theater Advisor						
Middle School						
Choreographer						
Asst. Dir. (Drama)						

CATEGORY VIII

High School	2004-05	1,001	1,054	1,104	1,160	1,228
Intramurals (per season)						
Playwriting Coord						
Production Ass't (Drama)						
Middle School						
Production Ass't						
Elementary School						
School Store						

	Effective	1	2	3	4	5
<u>CATEGORY IX</u>						
High School	2004-05	59.00	59.00	59.00	59.00	59.00
Technical Director (Drama)						
Vocal Coach (Drama)						
Middle School						
Intramurals (per session)						
Math Club Advisor						
Technical Director (Drama)						
Elementary						
Intramurals (per season)	2004-05	545	592	647	735	812
Student Leadership Advisor						
Literary Magazine Advisor						
<u>CATEGORY X</u>						
Middle School	2004-05	324	342	363	381	393
Professional Musicians						
Elementary						
Caring Council Advisor						
(No Steps)						
		2004-07				
Middle School Team Leader						
Four person team:			5,159			
Three person team:			3,870			
Two person team:			2,578			
Subject Area Leaders (plus 4 days at per diem)			3,285			
MS Math						
MS Language Arts						
Science						
Social Studies						
Foreign Language						
Art						
Health						
PE						
Middle School Group Liaison Special Area (does not include 4 per diem days)			3,285			
Townwide Musical Instrument Manager						5 per diem days

APPENDIX D

SUMMER SCHOOL SALARY SCHEDULES

Five and Six Week Teaching Assignments

The salary schedules shall be determined by multiplying the following salaries by the GWI (2.5%) in 2004-2005, 2005-2006, and 2006-2007 respectively.

	<u>2004-05</u>	<u>2005-06</u>	<u>2006-07</u>
<u>6 Week Teaching Assignments</u>			
1 hour per day teaching assignment regardless of number of classes	\$1,078	\$1,105	\$1,133
2 hours per day teaching assignment regardless of number of classes	\$1,887	\$1,934	\$1,982
3 hours per day teaching assignment regardless of number of classes	\$2,829	\$2,900	\$2,973
4 hours per day teaching assignment regardless of number of classes	\$3,592	\$3,682	\$3,774
Assistant principal	\$4,596	\$4,711	\$4,829
<u>5 Week Teaching Assignment</u>			
1 hour per day teaching assignment regardless of number of classes	\$898	\$920	\$943
2 hours per day teaching assignment regardless of number of classes	\$1,573	\$1,612	\$1,652
3 hours per day teaching assignment regardless of number of classes	\$2,359	\$2,418	\$2,478
4 hours per day teaching assignment regardless of number of classes	\$2,994	\$3,069	\$3,146

APPENDIX E

WESTPORT BOARD OF EDUCATION

DESCRIPTION OF HEALTH BENEFITS

As of July 1, 2004

Administered by Anthem Blue Cross of Connecticut

Preferred Provider Organization Plan Design Current Network - Century Preferred

Plan Features	In-Network	Out-of-Network
Deductible (per calendar year)	None	\$200 per individual \$600 family maximum
Coinsurance Limit	N/A	20% first \$4,000 per individual
Out-of-Pocket Maximum	N/A	\$1,000 per individual (\$200 deductible plus 20% coinsurance) Does not include charges in excess of Maximum Allowable Amount determined by Anthem
Lifetime Maximum	Unlimited	\$1,000,000
Well Baby Care (No clinical indication of illness) includes 6 examinations from birth to one year of age One examination per year from age one through age five. One examination every two calendar years from age six to age 10. One examination every calendar year from age 11 through age 21.	Paid in full	Subject to deductible and coinsurance. Same frequency of visits applied
Adult Routine Physical Exam (no clinical indication of illness) age 18 to 39 every 3 years, age 40 to age 49 every 2 years, age 50 and older every year	Paid in full	Subject to deductible and coinsurance Same frequency of visits applied

Plan Features	In-Network	Out-of-Network
Routine Gynecological Exam (no clinical indication of illness) Permitted annually	Paid in full	Subject to deductible and coinsurance Same frequency of visits applied
Routine Mammography *One base line age 35-39 *Every 2 years age 40-49; *Annually age 50 and older	Paid in full	Subject to deductible and coinsurance Same frequency of visits applied
Routine Vision Exam Once every 2 years	Paid in full	Subject to deductible and coinsurance Same frequency of visits applied
Routine Hearing Exam Once every 2 years	Paid in full	Subject to deductible and coinsurance Same frequency of visits applied
Physician Services Office Visits for medical care (clinical indication of illness)	\$10 copayment, no maximum Effective July 1, 2006 copayment increases to \$15	Subject to deductible and coinsurance
Eyeglass Benefit	PPO discount network	
Allergy Testing	\$10 copayment, Effective July 1, 2006 copayment increased to \$15	Subject to deductible and coinsurance
Allergy Treatment	Paid in full No copayment injectables, treatment plan required	Subject to deductible and coinsurance, treatment plan required
Speech, Occupational and Physical Therapy Chiropractic Services	\$10 copayment Effective July 1, 2006 copayment increased to \$15 50 combined session maximum and subject to approved treatment plan	Subject to deductible and coinsurance 50 combined session maximum (maximums combined with in-network and subject to approved treatment plan)
Inpatient Hospital Services Semi-private, physician and surgeon charges, maternity charges for mother and child, diagnostic and lab fees, PT and OT, drugs, operating room fees, dialysis, etc. Surgical assistant reimbursement limited to 20% of surgical charge	\$100 copayment per admission, unlimited days subject to UR. No copayment for subsequent admissions within 30 days. Copayment limited to 4 admissions per individual per calendar year and 8 admissions per family per calendar year	Subject to deductible and coinsurance

Plan Features	In-Network	Out-of-Network
Outpatient Hospital Services Operating and recovery room, surgeon's fees, lab and x-ray, dialysis, radiation, and chemotherapy, etc.	\$50 copayment subject to UR.	Subject to deductible and coinsurance
Emergency Room Non-emergency use of emergency room not covered	\$25 copayment sudden and serious condition (waived if admitted)	\$25 copayment sudden and serious condition (waived if admitted)
Walk-in Clinic or Urgent Care Facility	\$10 copayment, no maximum Effective July 1, 2006 copayment increases to \$15	Subject to deductible and coinsurance
Mental Health Inpatient	\$100 copayment per admission, 60-day maximum. If biologically based, maximum does not apply. Subject to UR or substitute 120 partial days	Subject to deductible and coinsurance, 60-day maximum. If biologically based, maximum does not apply Subject to UR or substitute 120 partial days (maximums combined with in-network)
Substance Abuse Inpatient	\$100 copayment per admission, 45-day maximum subject to UR or substitute 90 partial days (cannot be combined with mental health days)	Subject to deductible and coinsurance, 45-day maximum subject to UR or substitute 90 partial days (maximums combined with in-network)
Mental Health/ Substance Abuse Outpatient	80% coinsurance of the Maximum Allowable Amount, 40-day maximum. If biologically based, maximum does not apply. Subject to approved treatment plan.	Subject to deductible and coinsurance 40-day maximum If biologically based, maximum does not apply. Subject to approved treatment plan (maximums combined with in-network)
Ambulance	Paid in full Land: maximum \$500 per trip Air: maximum \$1,500 per trip	Subject to deductible and coinsurance Land: maximum \$500 per trip Air: maximum \$1,500 per trip
Skilled Nursing Facility	Paid in full Maximum 120 days	Subject to deductible and coinsurance Maximum 120 days (maximums combined with in-network)

Plan Features	In-Network	Out-of-Network
Private Duty Nursing		Subject to deductible and coinsurance 80% Maximum Allowable Amount if medically necessary to maximum of \$15,000
Home Health Care Nursing and Therapeutic Services Home Health Aide Services	Paid in full Maximum 200 visits Subject to treatment plan Maximum 80 visits	Subject to deductible and coinsurance Subject to treatment plan (same maximums combined with in-network)
Durable Medical Equipment, Supplies and Appliances	Paid in full When ordered or prescribed by a physician pursuant to an approved treatment plan	Subject to deductible and coinsurance When ordered or prescribed by a physician pursuant to an approved treatment plan
Hospice Care	\$100 copayment 180-day maximum Subject to UR	Subject to deductible and coinsurance (maximums combined with in-network and subject to approved treatment plan)
Prescription Drug Participating Retail Pharmacy	Participating Retail Pharmacy \$5 copayment – generic \$10 copayment – brand name Maximum 30-day supply or 100 doses whichever is less Effective July 1, 2006 formulary \$7 copayment – generic \$15 copayment – preferred brand name \$25 copayment – non-preferred brand name Maximum 30 day supply or 100 dozes whichever is less	

Plan Features	In-Network	Out-of-Network
Mail Order	\$3 copayment – generic or brand name drug Maximum 100-day supply Effective July 1, 2006 formulary \$14 copayment – generic \$30 copayment – preferred brand name \$50 copayment – non-preferred brand name Maximum 100-day supply	N/A
Non-Compliance Penalties	20% coinsurance subject to maximum \$500 per admission or episode of care	20% coinsurance subject to maximum \$500 per admission or episode of care

WESTPORT BOARD OF EDUCATION

DENTAL BENEFITS

As of July 1, 2004
Administered by Delta Dental

Deductible Per calendar year	\$50 deductible applies to Basic and Major Services Maximum family deductible per calendar year is \$150
Individual Maximum Benefit	Individual maximum benefit paid per calendar year is \$2,500
Covered Charges	If utilizing a Delta Dental participating dentist, the dentist has accepted the reimbursement level. Non-participating dentist outside Delta Dental's network can charge amounts greater than the covered allowance for any procedure and the patient is liable for the balance.
Preventive & Diagnostic (Type A Services) Exams, Cleanings, Bitewing X-Rays (2 per calendar year per person); Fluoride Treatment (for children to age 9)	100% reimbursement of usual, customary and reasonable charges Not subject to deductible
Remaining Basic (Type B Services) Fillings, Extractions & Root Canals (Endodontics); Periodontal & Oral Surgery; Sealants (to age 16)	80% reimbursement of usual, customary and reasonable charges Subject to deductible
Crowns & Prosthodontics (Type C Services) Crowns & Gold Restorations; Repair of Dentures & Removable Prosthodontics; Bridgework, Full & Partial Dentures	50% reimbursement of usual, customary and reasonable charges Subject to deductible
Orthodontia (Adults & Dependent Children) Coinsurance Lifetime Maximum	50% \$2,000

Dependent children are covered to age 25 if enrolled as a full time student in an accredited school or university or living at home with parents and primarily financially dependent upon the employee for support.)

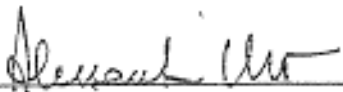
MEMORANDUM OF AGREEMENT

In the recently concluded negotiations, the Westport Board of Education and the Westport Education Association reached the following additional agreements:

1. Should the Board restructure the student school day for the purpose of implementing a block schedule, the parties shall negotiate over the provisions of Article XXIV(B), provided, however, that his provision shall not operate as a waiver of the right, if any, of the Association to negotiate over other impact issues of such a schedule.
2. The Board of Education and the Association agree that it is not appropriate that members of the bargaining unit be required to work under unsafe, unclean or unhealthy conditions or to perform duties that endanger their safety or health. The Board of Education agrees that teachers may reasonably expect (a) clean classrooms; (b) space to store supplies, (c) adequately equipped and supplied work areas; and (d) well-lighted and clean restrooms. Should a teacher or the Association believe that these expectations are not being met in a specific situation, he/she/it shall bring this situation to the attention of the Superintendent, who shall cause the situation to be investigated and respond within seven school days. Should the Association be dissatisfied with the response of the Superintendent, it may request a meeting with the Board (or a committee designed by the Board for that purpose), which shall meet with the Association to review the matter and respond. The decision of the Board or committee shall be final. Notwithstanding the foregoing, this agreement shall not be interpreted to prohibit a teacher or the Association from reporting concerns in good faith to appropriate governmental agencies.
3. Guidance counselors and school psychologists employed prior to July 1, 2001 shall be guaranteed at least five additional days each year.
4. English teachers at the high school (a) shall be assigned to teach the equivalent of four periods of student/teacher direct instructional time daily distributed over the applicable scheduling cycle, (b) will be assigned the equivalent of one period for professional assignment daily distributed over the applicable scheduling cycle, and (c) will be assigned the equivalent of one period for professional assignment or student monitoring activities daily distributed over the applicable scheduling cycle as such terms are used in Article XXV.
5. The Board shall establish an alternative, lower cost health insurance plan, (EPO) with a lower employee contribution, after consultation with the Association.

WESTPORT BOARD OF EDUCATION

WESTPORT EDUCATION ASSOCIATION



Date: 7/9/04



Date: June 21, 2004