

PROFESSIONAL AGREEMENT

BETWEEN

THE WESTPORT BOARD OF EDUCATION

AND

THE WESTPORT EDUCATION ASSOCIATION, INC.

July 1, 2001 - June 30, 2004

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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 the entire group of certified professional employees of the Board, except principals, vice principals, assistant principals, assistant superintendents, deans, administrative assistant to the superintendent, special assistant to the superintendent, comptroller, curriculum coordinator temporary substitutes instructional specialists, athletic director/coordinator of health and physical education, K-12, coordinators of special education, coordinator of psychological services, pre K-8, and coordinator of guidance. The Union recognizes the legal responsibility of the Board to have charge of the Westport public schools, as defined in the Connecticut General Statute.

**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, 2001, 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, 2004.

**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 therefore 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 2001-02, 2002-03, and 2003-04 school years are attached as Appendices A and B.
- B. Schedules for compensation for extracurricular activities for the 2001-02, 2002-03, and 2003-04 school years are attached and made a part hereof as Appendix C.
- C. A Leader compensation category shall be established in this Agreement. Teachers designated as Leaders by the Board shall, during the term of their Leader designation only, receive an addendum to their standard salaries of five percent (5%), not to be permanently added to the salary base. The standards and procedures governing teachers' eligibility for and appointment by the Board to the Leader category shall continue to be those standards and procedures which were recommended by the joint committee in December 1986 and subsequently approved by the Board and the Union, unless the parties shall mutually agree to changes in said standards and procedures.

- D. Upon presentation of documentation of payments made to licensed daycare providers, the Board shall reimburse members of the bargaining unit up to \$400 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 (no earlier than the 2002-2003 school year) 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.

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 \$616 per week in 2001-02, \$630 in 2002-03, and \$645 in 2003-04.

The compensation for summer curriculum workshop leaders shall be \$848 per week in 2001-02, \$868 in 2002-03, and \$888 in 2003-04.

**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 preapproved 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. The PPO plan will recognize as covered medical expenses those legitimate medical expenses previously covered by the comprehensive plan administered by the United Health Care TPA, assuming a managed care program was in force. 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.

- 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. 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 (COBRA or premium equivalent rates). The determination of the rate stabilization reserve attributable to teacher premium share contributions shall be based on the following:

$$\left[1 - \frac{\text{Actual Benefit Expenses of Teachers}}{\text{Budget Appropriations for Teachers}} \right] \times \text{Teacher Contributions}$$

The result of this formula shall be applied to offset future teacher contributions in the subsequent fiscal 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 Tine test. If the Tine test is positive or if the teacher has had a history of irregular reactions to the Time 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 tine 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 TB 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 stepchildren.
- 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' 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. Tenure teachers, shall be entitled, upon written request submitted to the Superintendent, to a childrearing leave without pay or benefits. A “childrearing 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 childrearing 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. Childrearing 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 childrearing 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.

**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 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 of the same duration as was the practice during the 2000-2001 school year, however, the number of such early release days shall be limited to four (4) in 2001-2002 and three (3) in 2002-2003 and 2003-2004 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 one-half (6 ½) hours is assigned to the formal student schedule and one (1) additional hour to unscheduled teacher activities within the building. Normally, teachers are expected to be present one-half (½) hour before the official opening of classes and to remain for one-half (½) hour following the official end of classes, 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.

At the discretion of the Superintendent, fifteen (15) minutes may be taken from the "one additional hour" given to "unscheduled teacher activities within the building" and used for a formal student schedule of six and three-quarters (6 ¾) hours. Variations in the use of this time may occur among the various schools and levels at the discretion of the Superintendent.

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 EQUIVLENT 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.
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. At the pre-kindergarten and elementary school levels, the workday, including planning periods, shall be consistent with past practice in effect as of August 28, 2000.

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 ($\frac{1}{2}$) 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 above.
- 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 \$26.00 per hour in 2001-02, \$27.00 per hour in 2002-03, and \$28.00 per hour in 2003-04, 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 \$20.00 in 2001-03 and \$21.00 in 2003-04; for a one and one-half hour period, \$39.00 in 2001-02, \$41.00 in 2002-03 and \$42.00 in 2003-04).
- G. Except as provided below, 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 a 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, and as subsequently modified by the Board in accordance with law.

**ARTICLE XXX
REIMBURSEMENT FOR GRADUATE STUDY**

- A. Only those staff members on the seventh year training level may be reimbursed for courses taken at colleges or universities (this is in lieu of the plan in effect for the rest of the staff). Reimbursement will be one-half ($\frac{1}{2}$) of the tuition cost, not to exceed five hundred dollars (\$500.00) per fiscal year per person.
- 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 appraisals program supervisor. In case a staff member and his or her professional development and appraisals 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 SABBATICAL LEAVE

A. Authorization

1. Sabbatical leave of absence shall be granted to members of the Westport public school professional and administrative staff subject to provisions of Sections B and F below. The granting of such leave is subject to the approval of the Board of Education upon the recommendation of the Superintendent of Schools when, in their considered judgment, the professional competence of the staff member and the general welfare of the public schools will be benefited.
2. Sabbatical leave shall be granted for a period of not less than one (1) full semester nor for more than two (2) consecutive semesters.

B. Eligibility and Qualification

1. An applicant must hold a life or permanent certificate.
2. An applicant must have seven (7) active years of service as a full-time staff member in the Westport public school system. A leave of absence shall not be considered in computing active service. However, a leave of absence to engage in employment in the private, noneducational sector shall be considered an interruption in service as a full-time staff member in the Westport public school system, and thereafter such applicant must have seven (7) additional active years of service in the Westport school system in order to be eligible for sabbatical leave.
3. Subsequent sabbatical leaves will be authorized only after eligibility has been reestablished by an additional seven (7) years of service as a full-time staff member.
4. No more than one percent (1%) of the professional employees will be granted sabbatical leave.
5. Insofar as possible, a proportionate division of leaves shall be granted to the various groups of the professional staff.
6. The applicant must file with the secretary of the Board of Education a written agreement that he/she will remain in the service of the Westport public school system, subject to Section F below, for a period of two (2) school years after the expiration of

the leave. Conditions governing default of this agreement are given in Section F following.

C. Purpose of Sabbatical Leave

1. Sabbatical leave is granted to professional personnel to permit them an opportunity for improving their ability to render educational service. Such improvement is usually achieved by formal study, research and/or writing and travel. Applications for other types of experience will be considered on their merits and may be approved by the Board of Education upon the recommendation of the Superintendent.
2. Application Requirements and Procedures
 - a. Applications for sabbatical leave must be filed on the prescribed form prepared by the assistant superintendent.
 - b. Applications are to be filed with the sabbatical leave committee through the designated assistant superintendent.
 - c. Applications for leaves beginning in September must be filed by December 1 of the previous year. The Board of Education, however, reserves the right to grant exceptions.
 - d. The Superintendent shall give notice to the applicant whether the request is granted or rejected within sixty (60) days after the due date of filing the application.
 - e. The application shall contain:
 1. a statement of the purpose of the leave, both with regard to the teacher and the Westport schools.
 2. an outline and discussion of the program.
 3. evidence of professional sponsorship as indicated in Section 3 following.
 4. written comments on the purpose of the leave by the administrator with whom the matter appropriately rests.
 5. a statement regarding any compensation the teacher expects to earn or be awarded during the period of the leave and of the conditions to be fulfilled by the candidate in this condition.
3. Each applicant shall offer, whenever possible, evidence of professional sponsorship. In the case of formal study, such evidence would be a statement of acceptance by a university in a planned program.

For research programs, a statement of the awarding of a grant or a statement from a recognized authority that he/she has reviewed the proposal and will undertake to sponsor it should be submitted.

Proposals for writing should present evidence of prior commitment by a publisher or a commitment from a recognized authority to serve as an editorial consultant.

For travel where professional sponsorship is inappropriate, the applicant shall present a statement of the outcomes expected to be useful to the teacher and/or the teacher's colleagues in the school program.

4. Exceptions shall be granted at the discretion of the Superintendent and the Board of Education.

D. Sabbatical Leave Committee

1. Applications and reports relative to sabbatical leave shall be handled by the sabbatical leave committee. It shall be the duty of the committee to make recommendations to the Superintendent on all applications for sabbatical leave.
2. The sabbatical leave committee shall be constituted as follows:
 - a. There shall be six (6) members.
 - b. The designated assistant superintendent shall be a member and act as chairperson.
 - c. The President of the Westport Education Association, Inc., shall be a member.
 - d. Two additional members shall be appointed by the Superintendent of Schools.
 - e. Two additional members shall be appointed by the executive board of the Westport Education Association, Inc.

E. Requirements and Status While on Leave

1. Financial
 - a. Compensation shall be three-quarters ($\frac{3}{4}$) of the salary which would be received if the staff member were performing his/her normal duties in the school system.
 - b. Grants and/or subsidies obtained by the staff member during the period of leave shall not reduce the above compensation.

- c. Payments including all benefits (group medical, retirements, etc.) shall be made in the same manner and at the same time as the payments to other staff members.
- d. The staff members shall keep the business office informed of his/her mailing address.
- e. The leave shall also operate as a leave of absence without pay from all other school activities.

2. Reports

- a. The staff member shall immediately request approval from the sabbatical leave committee for any substantial changes in the original approved planned program, including the award of a grant or other compensation not contained in the original application. Full particulars about the reasons for the change must be supplied. A change will be approved only if it does not substantially alter the original purposes of the leave or change is required and is beyond the control of the staff member.

The committee's reaction to the change in plans shall be submitted to the Superintendent and the Board of Education so that they may take any necessary action. The candidate shall be notified of the decision of the Superintendent and the Board at the earliest possible moment. Reports shall be filed with the sabbatical leave committee through the designated assistant superintendent as follows:

- 1. Sometime between June 15 and July 15 a report confirming the status of the leave as originally approved. Any changes should be reported at this time.
- 2. In February a progress report at the approximate midpoint of the program containing sufficient information to confirm that the leave is proceeding according to the approved plan.
- 3. In June or at the completion of the program a final report containing sufficient information to demonstrate that the leave has fulfilled the approved plan and the general purpose for which the sabbatical leave is granted.

3. Termination

A sabbatical leave, once granted, may not be terminated before the date of expiration of the approved plan, except as otherwise provided herein.

The leave may be terminated by mutual agreement of the staff member and the Board of Education.

The leave may be terminated by the Board of Education if the staff member is discharged under the terms of the so-called tenure law. In this instance the staff

member shall be required as part of the agreement to make restitution of funds paid to him/her while on leave.

F. Requirements and Status Upon Returning

1. At the expiration of a sabbatical leave the staff member shall be restored to his/her position or to a position of a like nature, seniority, status and pay and at the same level (being defined as senior high school, middle school or elementary school) provided that the staff member remains eligible for reinstatement.
2. A term of sabbatical leave shall entitle a staff member to an automatic salary schedule increment or to any other salary increases which would normally have accrued to him/her at the beginning of the next full year of school following the staff member's return to service in the system.
3. If a staff member does not remain in the Westport public school system for two (2) years immediately following a staff member's sabbatical leave, the staff member shall, within one (1) year after termination of employment, repay the Board of Education (unless otherwise directed by the Board) as follows:
 - a. If the staff member does not return to serve in the Westport school system immediately following his/her sabbatical, he/she shall repay all monies he/she received from the Westport Board of Education as compensation for his/her sabbatical year.
 - b. If he/she serves only a portion of the first two (2) years following his/her sabbatical leave, he/she shall pay a percentage of his/her sabbatical compensation equal to the percentage of the two (2) years (ten (10) months, September 1 to June 30, equals one (1) year) which he/she has not completed in service to the Westport Board of Education.
 - c. An employee who is prevented from returning to service in the Westport school system or from remaining for two (2) years following his/her sabbatical leave because of permanent disability or death shall be excused, as his/her estate shall be, from repaying the Board of Education for compensation received during the employee's sabbatical year.
4. Each staff member returning from sabbatical leave shall file a final report with the sabbatical leave committee not later than one (1) month after the day on which the staff member again takes up active service. The report shall include the names of the institutions attended, courses or activities pursued, credits received, experience gained or the itinerary of travel, together with an appraisal of the professional value of the activities while on leave and the manner in which the knowledge and experience gained may be applied to the benefit of the school system. A staff member shall not be considered as having completed the requirements of the sabbatical leave until his/her

final report has been approved by the sabbatical leave committee. This final report shall be transmitted to the Board of Education.

ARTICLE XXXII 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 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 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 XXXIII 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 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 XXXIV
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 XXXV
PROTECTION FROM ARBITRARY ACTION**

- A. No 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 9 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 XXXVI
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 XXXVII 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 nontenured teachers. 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 XXXVII.

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 XXXVIII
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 XXXIX
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 XL
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. observation(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 XLI
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 XLII
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.

Agreed to this 15 day of May, 2001.

WESTPORT BOARD OF EDUCATION WESTPORT EDUCATION ASSOCIATION

By Steve Halstead

By Ed Huydic

APPENDIX A-1

**TEACHERS' SALARY SCHEDULE
JULY 1, 2001 - JUNE 30, 2002**

Step	BA Degree	BA + 1 Yr.*	BA + 2 Yrs.**	BA + 3 Yrs.***
1	0	0	0	0
2	0	0	0	0
3	37,669	40,474	43,946	47,122
4	38,459	41,968	45,320	48,677
5	40,228	43,707	47,453	50,143
6	42,166	45,683	49,430	51,604
7	44,276	48,102	51,566	54,127
8	46,537	50,088	53,620	56,282
9	48,854	52,434	56,118	58,442
10	51,122	54,419	58,173	60,750
11	53,160	56,766	60,235	63,271
12	55,539	59,113	62,639	65,437
13	59,581	61,160	65,041	67,953
14		63,327	67,097	70,443
15		66,096	69,213	72,645
16		72,128	72,195	76,067
17			77,524	82,008

- * Master's or Bachelor's Degree + 30 credits
- ** Master's + 30 credits or Bachelor's + 60 credits
- *** Master's + 60 credits

APPENDIX A-2

**TEACHERS' SALARY SCHEDULE
JULY 1, 2002 - JUNE 30, 2003**

Step	BA Degree	BA + 1 Yr.*	BA + 2 Yrs.**	BA + 3 Yrs.***
1	0	0	0	0
2	0	0	0	0
3	38,328	41,182	44,715	47,947
4	39,132	42,702	46,113	49,529
5	40,932	44,472	48,283	51,021
6	42,904	46,482	50,295	52,507
7	45,051	48,944	52,468	55,074
8	47,351	50,965	54,558	57,267
9	49,709	53,352	57,100	59,465
10	52,017	55,371	59,191	61,813
11	54,090	57,759	61,289	64,378
12	56,511	60,147	63,735	66,582
13	61,219	62,230	66,179	69,142
14		64,435	68,271	71,676
15		67,253	70,424	73,916
16		74,112	73,458	77,398
17			79,656	84,263

- * Master's or Bachelor's Degree + 30 credits
- ** Master's + 30 credits or Bachelor's + 60 credits
- *** Master's + 60 credits

APPENDIX A-3

**TEACHERS' SALARY SCHEDULE
JULY 1, 2003 - JUNE 30, 2004**

Step	BA Degree	BA + 1 Yr.*	BA + 2 Yrs.**	BA + 3 Yrs.***
1	0	0	0	0
2	0	0	0	0
3	38,999	41,903	45,498	48,786
4	39,817	43,449	46,920	50,396
5	41,648	45,250	49,128	51,914
6	43,655	47,295	51,175	53,426
7	45,839	49,801	53,386	56,038
8	48,180	51,857	55,513	58,269
9	50,579	54,286	58,099	60,506
10	52,927	56,340	60,227	62,895
11	55,037	58,770	62,362	65,505
12	57,500	61,200	64,850	67,747
13	62,903	63,319	67,337	70,352
14		65,563	69,466	72,930
15		68,430	71,656	75,210
16		76,150	74,744	78,752
17			81,847	86,580

- * Master's or Bachelor's Degree + 30 credits
- ** Master's + 30 credits or Bachelor's + 60 credits
- *** Master's + 60 credits

APPENDIX B

TEACHING ADMINISTRATORS' SCHEDULE

July 1, 2001 – June 30, 2002

Step	BA + 30	BA + 60	BA + 90
1	50,692	58,115	60,994
2	54,410	61,827	64,884
3	58,123	65,532	68,778
4	61,827	69,245	72,677
5	64,038	72,951	76,571
6	67,751	76,672	80,469
7	71,941	80,574	84,545
8	78,518	87,192	91,504

July 1, 2002 – June 30, 2003

Step	BA + 30	BA + 60	BA + 90
1	51,579	59,132	62,061
2	55,362	62,909	66,019
3	59,140	66,679	69,982
4	62,909	70,457	73,949
5	65,159	74,228	77,911
6	68,937	78,014	81,877
7	73,200	81,984	86,025
8	80,677	89,590	94,020

July 1, 2003 – June 30, 2004

Step	BA + 30	BA + 60	BA + 90
1	52,482	60,167	63,147
2	56,331	64,010	67,174
3	60,175	67,846	71,207
4	64,010	71,690	75,243
5	66,299	75,527	79,274
6	70,143	79,379	83,310
7	74,481	83,419	87,530
8	82,896	92,054	96,606

PROVISIONS RELATING TO SALARIES

A. Initial salary schedule step placement of teachers and teaching administrators shall be determined by the following:

- i. Full (year for year) credit shall be granted for public school teaching. 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.
- ii. 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.
- iii. 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.
- iv. 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 (½) 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 Deputy Superintendent in consultation with the applicant's PDAP 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 apply 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

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.

E. 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.

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**

2001-02

2002-03

2003-04

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

	Effective	1	2	3	4	5
<u>CATEGORY I</u>						
High School	2001-02	5,346	5,619	5,903	6,226	6,558
Head Coach/Football	2002-03	5,470	5,750	6,040	6,370	6,711
	2003-04	5,599	5,885	6,182	6,520	6,868
<u>CATEGORY II</u>						
High School	2001-02	4,802	5,063	5,329	5,606	5,903
OPEN	2002-03	4,914	5,180	5,452	5,736	6,040
	2003-04	5,030	5,302	5,580	5,871	6,182
<u>CATEGORY III</u>						
High School	2001-02	4,248	4,495	4,734	5,110	5,246
Head Coach	2002-03	4,347	4,599	4,844	5,228	5,368
Baseball	2003-04	4,449	4,708	4,958	5,352	5,494
Basketball						
Field Hockey						
Gymnastics						
Ice Hockey						
Indoor Track						
Lacrosse						
Soccer						
Softball						
Swimming						
Track						
Volleyball						
Wrestling						
Director						
Band						
Choral						
Drama Production						
Orchestra						
Advisor						
Inklings						
WWPT						
Yearbook						

	Effective	1	2	3	4	5
<u>CATEGORY IV</u>						
High School	2001-02	2,938	3,089	3,250	3,425	3,606
Pool Director	2002-03	3,006	3,161	3,326	3,504	3,690
First Assistant/Football Coach	2003-04	3,077	3,236	3,404	3,587	3,776
Cross Country						
Golf						
Skiing						
Tennis						
Advisor						
AFS Club						
Cheerleading						
Senior Class						
Faculty Manager						
Drama Director						
Middle School						
Drama Director						
Yearbook Advisor						
<u>CATEGORY V</u>						
High School	2001-02	2,132	2,249	2,365	2,491	2,622
Assistant	2002-03	2,182	2,301	2,419	2,549	2,683
Baseball	2003-04	2,233	2,355	2,476	2,609	2,746
Basketball						
Lacrosse						
Softball						
Cheerleading						
Drama						
Field Hockey						
Ice Hockey						
Indoor Track						
Soccer						
Swimming						
Track						
Volleyball						
Wrestling						
Football Second Assistant						
Advisor						
Best Buddies						
Debating Club						
Diversity Club						
Mathematics Club						
Service Club						
Staff Development Associate						

	Effective	1	2	3	4	5
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						
<u>CATEGORY VI</u>						
High School	2001-02	1,468	1,543	1,622	1,711	1,802
Assistant	2002-03	1,502	1,578	1,660	1,751	1,844
Cross Country	2003-04	1,538	1,616	1,699	1,792	1,887
Football Freshman						
Golf						
WWPT						
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						

	Effective	1	2	3	4	5
Pit Orchestra Director for Drama Productions						
Elementary All-City Orchestra Dir						
<u>CATEGORY VIII</u>						
High School	2001-02	1,065	1,122	1,185	1,201	1,314
Freshman Class Advisor	2002-03	1,089	1,148	1,212	1,228	1,344
Sophomore Class Advisor	2003-04	1,115	1,175	1,241	1,257	1,376
Choreographer Black Box Theater Advisor						
Middle School Choreographer Asst. Dir. (Drama)						
<u>CATEGORY VIII</u>						
High School	2001-02	933	982	1,028	1,081	1,144
Intramurals (per season)	2002-03	954	1,005	1,052	1,106	1,171
Playwriting Coord	2003-04	977	1,028	1,077	1,132	1,198
Production Ass't (Drama)						
Middle School Production Ass't						
<u>CATEGORY IX</u>						
High School	2001-02	56.00	56.00	56.00	56.00	56.00
Technical Director	2002-03	57.00	57.00	57.00	57.00	57.00
(Drama)	2003-04	58.00	58.00	58.00	58.00	58.00
Vocal Coach (Drama)						
Middle School Intramurals (per session) Math Club Advisor Technical Director (Drama)						
Elementary Intramurals (per season)	2001-02	508	552	603	685	756
Student Leadership Adv.	2002-03	520	565	617	701	774
Literary Magazine Adv.	2003-04	532	578	631	717	792
<u>CATEGORY X</u>						
Middle School	2001-02	302	319	338	356	366
Professional Musicians	2002-03	309	326	346	364	374

	Effective	1	2	3	4	5
Elementary	2003-04	316	334	354	372	383
Caring Council Adv.						

(No Steps)	2001-02	2002-03	2003-04
Middle School Team Leader			
Four person team:	4,927	5,041	5,159
Three person team:	3,695	3,781	3,870
Two person team:	2,462	2,519	2,578
Subject Area Leaders (plus 4 days at per diem)	3,137	3,210	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)	3,137	3,210	3,285
Townwide Musical Instrument Manager	5 per diem days		

APPENDIX D

SUMMER SCHOOL SALARY SCHEDULES

Five and Six Week Teaching Assignments

<u>6 Week Teaching Assignments</u>	<u>2001-02</u>	<u>2002-03</u>	<u>2003-04</u>
1 hour per day teaching assignment regardless of number of classes	\$1,005	\$1,028	\$1,052
2 hours per day teaching assignment regardless of number of classes	\$1,758	\$1,799	\$1,841
3 hours per day teaching assignment regardless of number of classes	\$2,636	\$2,697	\$2,760
4 hours per day teaching assignment regardless of number of classes	\$3,346	\$3,424	\$3,504
Assistant principal	\$4,282	\$4,381	\$4,484
<u>5 Week Teaching Assignment</u>			
1 hour per day teaching assignment regardless of number of classes	\$837	\$856	\$876
2 hours per day teaching assignment regardless of number of classes	\$1,466	\$1,500	\$1,535
3 hours per day teaching assignment regardless of number of classes	\$2,197	\$2,248	\$2,301
4 hours per day teaching assignment regardless of number of classes	\$2,789	\$2,854	\$2,921

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.

WESTPORT BOARD OF EDUCATION

WESTPORT EDUCATION ASSOCIATION

Steve Halstead

Ed Huydic

Date: 5/15/01

Date: 5/11/01

SIDE LETTER

1. The parties execute a side letter providing that guidance counselors and school psychologists employed prior to July 1, 2001 shall be guaranteed at least five additional days each year.

2. 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.

WESTPORT BOARD OF EDUCATION

WESTPORT EDUCATION ASSOCIATION

Steve Halstead

Ed Huydic

Date: 5/15/01

Date: 5/11/01