

AGREEMENT BETWEEN
WESTBROOK
BOARD OF EDUCATION
and
WESTBROOK EDUCATION ASSOCIATION

July 1, 2015 - June 30, 2018

February 19, 2015
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THIS AGREEMENT IS MADE AND ENTERED INTO by and between the WESTBROOK BOARD OF EDUCATION (hereinafter referred to as the "Board") and the WESTBROOK EDUCATION ASSOCIATION (hereinafter referred to as the "Association"), affiliated with the Connecticut Education Association and the National Education Association.

ARTICLE I
PREAMBLE

- A. This agreement is negotiated under §§10-153a through 10-153j of the General Statutes of the State of Connecticut as amended.
- B. The Board and the Association recognize the importance of responsible participation by the entire teaching staff in the educational process, including planning, development and growth.

ARTICLE II
RECOGNITION

- A. The Board hereby recognizes the Association as the exclusive bargaining representative for all certified professional employees of the Board of Education who hold a certificate or durational shortage area permit issued by the State Board of Education under the provisions of §§10-144o to 10-149, inclusive, and are employed by the Board of Education in positions requiring such a certificate or durational shortage area permit and are not included in the administrator's unit or excluded from the purview of §§10-153a to 10-153n, inclusive.
- B. All teachers employed by the Westbrook Board of Education will join the Association or pay a service fee to the Association. Said service fee shall be equal to the proportion of Association dues uniformly required of members to underwrite the costs of collective bargaining, contract administration, and grievance adjustment, as published annually by W.E.A. The Association shall indemnify and save the Board and/or the Town harmless against all claims, demands, suits or other forms of liability, including legal fees and costs, which may arise by reason of any action taken pursuant to this article, provided that:
 - 1. The Board gives the Association timely notice in writing of any claim, a demand, suit or other form of liability in regard to which it will seek to implement this paragraph; and
 - 2. If the Association so requests in writing, the Board will surrender to it full responsibility for the defense of civil suits or civil rights action or other form of liability and will cooperate fully with the Association in gathering evidence, securing witnesses, and in all other aspects of said defense.

- C. Unless otherwise indicated, the term "teacher" when used hereinafter in this agreement shall refer to all employees in the above unit.

ARTICLE III
AMENDMENT

This agreement shall not be altered, amended or changed except in writing signed by both the Board and the Association, which amendment shall be appended hereto and become a part hereof.

ARTICLE IV
DURATION

The provisions of this agreement shall be effective as of July 1, 2015 and shall remain in full force and effect through June 30, 2018.

ARTICLE V
SEVERABILITY

In the event that any provision or portion of this agreement is ultimately ruled invalid for any reason by an authority of established competent legal jurisdiction, the remainder of this agreement not affected by the invalidation shall remain in full force and effect.

ARTICLE VI
CLASSROOM TEACHER SALARIES

- A. Teacher salaries shall be paid in accordance with the provisions of Appendix A.
- B. For the purpose of placement on the salary schedule, the Superintendent may consider past teaching experience in public or private schools, as well as work experience relevant to the teacher's assignment.

ARTICLE VII
DEGREE DIFFERENTIALS

- A. The teacher's salary schedules listed in Appendix A of this agreement shall be interpreted and applied in accordance with the following definitions:

Bachelor

A baccalaureate degree earned at an accredited college or university.

Bachelor + 30 The completion of thirty (30) credits beyond the baccalaureate degree in a program designed to meet the requirement for standard certification and approved by an accredited college or university.

Master A master's degree earned at an accredited college or university.

Master + 30 A second master's degree in a discipline other than the discipline in which the initial master's degree was attained; or the completion of thirty (30) credits beyond the master's degree in a program approved by an accredited college or university or a "Sixth Year Certificate" or "Certificate of Advanced Study" from an accredited college or university.

Doctorate A doctoral degree earned at an accredited college or university

B. Prior to pursuing course work taken for credit in order to receive advancement on the salary schedule, the teacher must submit a letter to the Superintendent requesting approval with attached documentation of the planned program, advisor's signature, and evidence that the school is regionally accredited. The Superintendent shall have the discretion to approve or deny such requests, based on whether such credit is part of a planned program in the field of education or related to the teacher's assignment, and whether it meets the criteria set forth in this Article.

C. In order for a teacher to receive a change in the salary schedule because of receiving a higher degree, intent of a change in degree must be presented to the Superintendent by December 1st of the prior year. The Board agrees to distribute surveys to each teacher concerning possible changes in status by November 1st of each school year.

D. Evidence must be submitted to the Superintendent by August 15th for advancement on the salary schedule and will consist of the degree or a statement from the regionally accredited college or university that all requirements have been met and a transcript of all the course work leading to the degree.

E. The term "accredited college or university" as used in this contract shall mean a college or university accredited by the New England Association of Schools and Colleges or other equivalent regional accrediting authority recognized by the Connecticut State Department of Education. Courses taken by an individual over the internet or through other electronic distance learning programs must receive the prior written approval of the Superintendent of Schools in order to ensure that courses are substantive and of the content and quality appropriate for advanced and doctoral level courses.

F. Approved programs must consist of courses credited from a single regionally accredited college or university either as course credit earned at that university or college or courses accepted on a transfer basis for credit by the university or college awarding the degree.

G. Courses must be substantive and the content and quality appropriate for advanced and

doctoral level courses and must have a planned procedure for periodic evaluation of the student's work through multiple measures.

H. Teachers bear the sole responsibility that credits taken for maintaining state certification meet state certification requirements, as they may be amended from time to time, and also that the credits are received from a regionally accredited college or university meeting the criteria set forth above.

ARTICLE VIII **PAY SCHEDULE**

- A. Teachers' salaries shall be paid in twenty-six (26) installments; payment shall be made every other Friday.
- B. Teachers who have resigned from the system will get all compensation due under the contract by July.
- C. A teacher who so elects and notifies the Superintendent or designee in writing prior to April 1st, shall receive the balance of his/her annual salary in one lump sum payment on the first pay date in July.
- D. Teachers are required to utilize an electronic direct deposit account for the receipt of their salary payments.

ARTICLE IX **PAYROLL DEDUCTIONS**

In addition to those payroll deductions required by law, the following agencies are eligible for payroll deductions. All requests for deductions must be in writing and submitted to the Business Manager.

Requests for deductions may be made until the second payday of the school year (second pay day in September). After that day, new deductions are subject to approval by the Business Manager.

The Board does not guarantee the date of insurance coverage or date of deposits for above deductions.

A list of approved deductions is as follows:

1. Connecticut Education Association, National Education Association and Westbrook Education Association.
2. Seasons Federal Credit Union.

3. Anthem Blue Cross, or health insurance carrier.
4. 403 (b) Funds: Teachers will make private arrangements for annuity investments in conformity with the provisions of the (United States) Revenue Act of 1978. The following 403 (b) vendors are approved:
 - a. American Funds
 - b. MetLife
 - c. Equitable Life Assurance Co.
 - d. Oppenheimer Investor Services, Inc.
 - e. Vanguard Fiduciary
 - f. ING
5. United Way contributions.
6. The Board will continue to provide an Internal Revenue Code Section 125 Premium Reduction and Child Care Plan such that contributions shall be pretax.

ARTICLE X
INSURANCE BENEFITS

A. Insurance Plans

1. PPO Plan

The Board, upon enrollment and acceptance by carriers, will pay to purchase a PPO plan with insurance benefits provided for individuals, two-persons, families for the life of the contract, as described in Appendix F.

Teacher cost-share for such benefits shall increase to nineteen and one-half percent (19.5%) effective with the 2015-2016 contract year and to twenty and one-half percent (20.5%) effective with the 2016-2017 contract year, twenty-one and one-half percent (21.5%) effective with the 2017-2018 contract year.

2. HDHP Plan

The Board will offer eligible teachers a HDHP Plan with a Health Savings Account (“HSA”) feature, as described in summary form in Appendix G. Teacher cost-share for such benefits shall be eighteen percent (18%) in the 2015-2016 contract year, nineteen percent (19%) in the 2016-2017 contract year, twenty percent (20%) in the 2017-2018 contract year.

For teachers electing the HDHP Plan, the Board will contribute fifty percent (50%) of the applicable HDHP deductible amount. The Board’s contribution toward the

HDHP deductible will be deposited into the HSA accounts with the first payroll of the school year (on or around September). The second half of the Board's contribution to the deductible amount will be contributed with the first payroll in January. on payroll dates throughout the contract year. The parties acknowledge that the Board's fifty percent (50%) contribution toward the funding of the HDHP plan is not an element of the underlying insurance plan, but rather relates to the manner in which the deductible shall be funded for actively employed teachers. The Board shall have no obligation to fund any portion of the HDHP deductible for retirees or other individuals upon their separation from employment.

3. **Dental Plan**

Full Service Dental Plan, including dependent students to age 23 and including Rider A.

4. **Prescription Drug Riders**

For the PPO Plan, the Board shall offer the Managed Public Sector Three-Tier Formulary Prescription Drug Rider. Such rider shall have a \$4000 annual maximum. The retail co-payments shall be \$15 for generic, \$30 for preferred brand, and \$40 for non-preferred brand drugs. The mail order co-payment shall be 2x the retail co-payments for a 90 day supply.

For the HDHP Plan, after the deductible is met, the Board shall offer the Managed Public Sector Three-Tier Formulary Prescription Drug Rider. The retail co-payments shall be \$5 for generic, \$15 for preferred brand, and \$30 for non-preferred brand drugs. The mail order co-payment shall be 2x the retail co-payments for a 90 day supply.

5. **Insurance Plan Year**

The insurance plan year runs from July 1st –June 30th. Teachers who contribute to twelve months of coverage and work a full school year shall continue to receive coverage through August 31st of the year in which employment is terminated. Insurance coverage for new teachers becomes effective on the first day of the month following the first date of teaching service in the district.

B. **Life Insurance**

The Board shall pay 100% of the cost for \$70,000 Term Life Insurance for each teacher, subject to limitations imposed by the carrier(s).

C. **Access to Health Insurance Under State Statutes**

Teachers who retire from the Westbrook Public Schools under the State of Connecticut Teachers' Retirement System may continue in the Board group offered to active teachers if they elect. The total cost will be borne by the retired teacher, in conformance with the

administrative procedures.

D. Waiver Payment

Teachers hired on or before June 30, 2015, who voluntarily agree to waive, prior to August 1st of the school year beginning in September, all medical insurance benefits to which they would otherwise be entitled, will receive \$1,000 for the year for which they waive such benefits. Proof of alternative insurance coverage will be required by the school business office at the time the insurance waiver is submitted. Teachers may resume coverage at any time thereafter, in accordance with the carriers' administrative procedures but they will be required to pay full medical insurance for the balance of the contract year. Such waiver must be submitted annually.

E. Change in Carriers/Plans

The Board reserves the right to select and/or change the medical, prescription, dental and vision insurance carriers/plans, and or to self insure in whole or in part, as long as the overall level of coverage provided is substantially equivalent to the coverage(s) in effect immediately prior to the change. In the event of a change in network, the network of providers must be at least seventy-five (75%) of the network in effect immediately prior to the change.

Prior to changing carriers and/or plans, the Board shall provide written notification of the new carrier/plan to the President of the Association, at least forty-five (45) calendar days in advance. In the event of any dispute over the interpretation or application of this section, the Association may, by filing a written grievance within thirty (30) calendar days, request grievance arbitration without proceeding through the initial steps of the grievance procedure. The request for arbitration shall include a listing of the elements of the proposed plan(s)/carrier(s) that the Association claims are not "substantially equivalent" to the pre-existing plans/carriers. The arbitration shall be expedited and shall be conducted by a mutually acceptable arbitrator, or if none can be agreed upon within five (5) business days of the Association's written notice of arbitration, by the American Arbitration Association in accordance with its rules and procedures.

F. The Patient Protection and Affordable Care Act ("PPACA"; Public Law 111-148) has set forth and codified under the Internal Revenue Code (IRC) §4980I the imposition of an excise tax related to employer provided health insurance plans that exceed certain value thresholds. The impact of the excise tax is scheduled to take effect in 2018.

Should any Federal statute or regulation pertaining to IRC §4980I be mandated to take effect in the 2017-2018 contract year triggering the imposition of an excise tax with respect to any of the contractually agreed upon insurance plans offered herein, the parties agree to commence mid-term negotiations on the impact of the excise tax in accordance with the Teacher Negotiation Act. Such negotiations shall be limited solely to the distribution of payment of the excise tax, health insurance plan offerings, coverage,

design, and premium cost share. Other negotiated subject matters shall not be subject to this reopener provision.

ARTICLE XI
DISABILITY BENEFIT

If a teacher becomes disabled and therefore unable to perform his/her professional duties, and is therefore eligible for disability retirement under the provisions of the Teacher Retirement Act, §§10-183b et. seq. of the General Statutes, such teacher, upon retirement from the Westbrook School System, shall be paid for all accumulated unused sick leave based upon a per diem rate of 1/186th of his/her annual salary.

ARTICLE XII
PERSONAL INJURY BENEFITS

- A. Whenever a teacher is absent from school as a result of personal injury caused by an accident arising out of and in the course of his/her employment, he/she shall be paid his/her full salary (less the amount of any Worker's Compensation award made from temporary disability due to said injury) for a period of thirty (30) days following the injury. No part of such absence shall be charged to his/her annual or accumulated sick leave.
- B. After this period the teacher has the option of using accumulated sick days or Worker's Compensation for remuneration.

ARTICLE XIII
SICK LEAVE

Teachers shall be entitled to sick leave with full pay up to fifteen (15) working days in each year, in the event that such leave is required due to personal illness, injury or quarantine of the teacher. Unused sick leave shall be accumulated from year to year up to one hundred and eighty-six (186) days. Up to twenty-five (25) days per year of a teacher's sick leave may be utilized for:

- 1. Illness in family or household
- 2. Hospitalization of a member of a teacher's immediate family.

The Board shall designate use of sick leave as FMLA qualifying in the event such use of sick leave meets the federal FMLA criteria as such criteria shall be amended from time to time. Any paid sick leave runs concurrently with FMLA qualifying leave.

PAYMENT FOR ACCUMULATED SICK LEAVE DAYS UPON RETIREMENT

Upon retirement in accordance with the Teacher Retirement Act, a teacher shall be entitled to a payment for 50% of accumulated unused sick leave days at a rate of \$50 per day.

SICK LEAVE BANK

- A. Purpose – To provide members with additional paid sick leave when such members have exhausted sick leave due to their personal catastrophic illness or injury or combination thereof, and have provided competent medical certification of said catastrophic illness or injury or combination thereof.
- B. Process for activating the sick leave bank – A member fitting the criteria set forth above may request that the Superintendent/Association activate the sick leave bank.
- C. The Bank shall be administered by the Superintendent or his/her designee, and an Association representative.
- D. Upon receipt of a request from a member to activate the sick leave bank, the Superintendent and the designated Association representative shall use the following criteria to determine the eligibility of a member to receive donations and to determine the number of days to be donated:
 - 1. A member must have a catastrophic illness or injury or combination thereof and must provide timely and competent medical certification of the catastrophic illness or injury or combination thereof.
 - 2. A member must have completed one (1) year of service in Westbrook.
 - 3. A member must have exhausted all accumulated sick leave.
 - 4. A member shall not be entitled to any other paid leave, remuneration from disability payments, workers' compensation, and/or other such benefits.
- E. If the Superintendent and the Association representative have agreed to activate the sick leave bank, donations will be accepted by the Board on a first come, first serve basis until the number of days donated to the eligible member totals sixty (60) days. Teachers who donate paid days to the eligible member shall have the days deducted from their total accumulated sick leave. Once donated, the days shall no longer be available to the teacher who donated them. Only members that have at least fifteen (15) days of accumulated sick leave may donate days. Donations shall be voluntary. Once donated, the donated days do not revert to the donating teacher.
- F. Once donations have been accepted in compliance with Section C above, the Superintendent and the Association representative may issue a grant of days from

the Sick Leave Bank of no more than sixty (60) days to any individual teacher. In the event of disagreement between the Superintendent and the Association representative regarding eligibility or the number of days to be granted, there shall be no grant of sick leave days from the bank.

- G. The aggregate number of days that may be donated in any school year shall be a maximum of one hundred eighty (180) days.
- H. The decisions of the Superintendent and the Association representative shall be final and binding and not be subject to the grievance procedure or arbitration.
- I. The Superintendent shall notify the Board if the sick leave bank has been activated, including information regarding the number of days that has been allocated from the bank.

ARTICLE XIV **PERSONAL DAYS**

All teachers shall be entitled to three (3) personal days with full pay. The three (3) days may only be used for personal business that cannot be conducted outside of normal working hours. Except as noted below, teachers shall be required to give a specific statement of the reasons when requesting a personal day. Such personal days shall be granted in the event of:

1. Death of a friend or relative not specified under Article XV below (time for funeral).
2. Required court appearance (except as member of jury).
3. Religious Holidays.
4. Legitimate personal business the scheduling of which is outside of the teacher's control, to be approved in the discretion of the Superintendent.
5. For up to two (2) of the three (3) personal days, the teacher may indicate that the reason for the personal day is for personal business, the nature of which is private and too sensitive for disclosure.
6. The Superintendent may, in his/her discretion, grant additional personal days without pay, under appropriate circumstances.
7. Teachers may not extend holiday or vacation periods using personal days. The Superintendent may grant an extension of holiday or vacation period under special circumstances, without pay; provided that the extension is to be used for one of the first four reasons listed above, and not to be used for recreational purposes.

ARTICLE XV
BEREAVEMENT LEAVE

In cases of death in the immediate family, the Board shall grant bereavement leave, with pay, in the amounts set forth below:

1. Five (5) days leave in the event of a death of one's spouse, parent or child.
2. Three (3) days leave in the event of a death one's sibling, mother-in-law, father-in-law, or any member of the family residing in the teacher's home.
3. One (1) day leave in the event of a death of a grandparent, brother-in-law, sister-in-law, daughter-in-law, son-in-law, aunt, uncle, niece or nephew.

ARTICLE XVI
CHILD REARING LEAVE

- A. A tenured teacher shall be entitled, upon written request submitted to the Superintendent of Schools, for an extended leave, up to one full school year, without pay or benefits, except as may be required by federal law, for purposes of child rearing. Eligible teachers must give at least six (6) months' notice of such leave. The teacher, on returning from child rearing leave, will be appointed to a vacant position for which he/she applies and is certified and qualified. The teacher will have preference over candidates not previously employed by the Westbrook Public Schools for the subsequent school year following the school year in which the child is born. The administration has the privilege of returning the teacher to the original position (before child rearing leave) when such a position becomes vacant. Such leave shall be designated as FMLA qualifying and shall run concurrently with FMLA leave.
- B. If a teacher on child rearing leave does not notify the Superintendent of Schools in writing, by March 1st of his/her intention to return to the school system the following September, the teacher will be considered to have resigned from his/her employment. No teacher's rights under Article XXXI (Separation and Recall) will be expanded or diminished as a result of this Article.

ARTICLE XVII
LEAVE OF ABSENCE WITHOUT PAY

- A. A teacher who has served three (3) or more years in the Westbrook School System may be granted a leave of absence without pay or benefits, except as may be required by law.

- B. In accordance with the FMLA, a teacher taking child-rearing leave and/or “paternity” leave for care of a newborn or infant shall do so without pay or benefits, except as may be required by law. Such leave shall be designated as FMLA qualifying and shall run concurrently with FMLA leave.
- C. If a teacher is granted a leave of absence for an exchange teacher assignment or any assignment where the teacher will be engaged in teaching, the teacher will receive credit for a step on the salary schedule.
- D. A teacher on leave of absence will notify the Superintendent of Schools by March 1st of his/her intention to return to a teaching position at the beginning of the next school year. Failure to give notice by March 1st will constitute a resignation from employment.
- E. The Board has the prerogative to guarantee an available position to a teacher requesting a leave of absence. The Board will inform the teacher of its decision, to guarantee (or not guarantee), such a position (or not guarantee), such a position by June 1st of the academic year prior to the leave.

ARTICLE XVIII
JURY SERVICE LEAVE

A teacher ordered to report for jury duty shall be paid the difference between his/her regular pay and jury duty pay for the period of such duty. The teacher will inform the Superintendent of Schools within three (3) days of being notified by the court.

ARTICLE XIX
MILITARY LEAVE

For military leave, any eligible employee shall be granted time off and any benefits to which he or she may be entitled under state or federal law. Copies of active duty orders must be supplied to the Superintendent as soon as possible after the employee’s receipt of notice of a call to active duty. This section shall not be subject to the grievance procedure.

ARTICLE XX
SABBATICAL LEAVE

The Board may grant sabbatical leave to tenured teachers provided that application is filed, in writing, with the Superintendent of Schools no later than January 1st in the school year preceding the year of the leave. Approval by the Board will be subject to the following conditions:

1. No more than one (1) staff member shall be absent on sabbatical leave at one time.

2. The teacher shall be eligible for an initial sabbatical after at least seven (7) years of active service in the system.
3. A sabbatical leave shall be for a full academic year and the teacher will be paid 65% of his/her annual salary.
4. Sabbatical leave shall not be granted for the purpose of fulfilling state teacher certification requirements.
5. The teacher, as a condition to the acceptance of the sabbatical leave, shall agree to return to employment in the system for three (3) years. The teacher will be required to sign a promissory note to either return to teach in the system for three (3) years or to repay the school district for wages paid for sabbatical leave on a pro-rated basis. If the teacher leaves the system before the end of three (3) years the monies granted to the teacher for the sabbatical leave shall be refunded to the Treasurer of the Town of Westbrook in proportion to the time remaining to the end of the three (3) year period, except in the case of disability or death.
6. The teacher returning from sabbatical leave shall be placed on the appropriate step on the salary schedule as though she/he had been in active service in the system for the year of the sabbatical leave. The sabbatical shall not affect continuity of service nor accrual of seniority.
7. The decision of the Board on a request for sabbatical leave shall not be used as a basis for a grievance.
8. The Board will pay full insurance benefits, consistent with benefits other teachers are receiving, to the teacher who is on sabbatical leave.
9. Sabbatical leave may be granted by the Board after seven (7) or more years of continuous service following a teacher's return from a previous sabbatical leave.

ARTICLE XXI
CREDIT ON SALARY SCHEDULE

A teacher who receives pay for ninety-one (91) or more days during a year, in which leave is taken, shall receive a full year credit on the salary schedule.

ARTICLE XXII
UNAUTHORIZED ABSENCES

For each day's absence not covered by a paid leave provision, 1/186th of the teacher's annual salary will be deducted.

ARTICLE XXIII
LENGTH OF WORKDAY FOR TEACHERS

- A. All teachers are required to work a seven hour fifteen minute (7.25) day. The times of arrival and departure are established by the Board. This does not relieve the teacher from carrying out other responsibilities, including but not limited to, parent conferences, department meetings, emergency meetings and/or assisting pupils, etc. The Board agrees to negotiate over any substantial impact resulting from a change in the length of the student day.
- B. All teachers will be provided a duty free lunch and a preparation period each day. The preparation period will be a minimum of forty (40) continuous minutes unless mutually agreed upon by the teacher and principal.
- C. All teachers are required to attend and participate in two department or Professional Learning Community (PLC) meetings each month. In December, February, April, and June, there will be only one Department or PLC meeting. These meetings will not last more than seventy-five (75) minutes. By June 1, the Professional Development Committee will schedule dates for PLC meetings for the following year subject to Superintendent approval. The Superintendent may amend the schedule of meetings, if necessary, with at least two (2) weeks' notice.
- D. No teacher shall be required to attend more than one faculty meeting per month. Faculty meetings will not exceed seventy-five (75) minutes.
- E. Every effort shall be made to deliver training to comply with state and federal mandates and district policies during administrative days, professional development days or faculty meetings. Teachers may, however, be required to participate in such training for up to 4 hours per school year in addition to the meetings specified above.
- F. The Association may use school facilities to hold such bargaining unit meetings outside of school hours as it may deem necessary or appropriate, so long as the Association complies with the Board policies and procedures regarding use of school facilities.

ARTICLE XXIV
TEACHER EMPLOYMENT YEAR

- A. The scheduled basic employment year of the teachers covered by the Teachers' Salary Schedule, Appendix A, (other than new personnel who may be required to attend pre-school orientation sessions) shall include:
 - 1. one-half teacher preparation/one-half administrative prior to the opening of school; and

2. at least four (4) professional development days.
- B. The teacher employment year shall be 186 days, subject to minimum statutory requirements. In the event that the Board increases the number of instructional days for students, the Board shall negotiate over the impact of any such increase.
 - C. The scheduling and nature of said professional development and organizational days shall be decided by the Professional Development and Evaluation Committee ("PDEC") subject to Superintendent and Board approval.

ARTICLE XXV
ANNOUNCEMENT OF SCHOOL CALENDAR

The Board agrees to disclose to the Association the proposed annual school calendar prior to the time that official action is taken. The entire purpose of this advance notice is one of communication, and the decision of the Board regarding the school calendar as such is final and not subject to grievance or negotiation.

ARTICLE XXVI
STAFF ASSIGNMENTS

- A. A list of individual staff assignments will be prepared by the last day of the school year, showing areas, grade level and number of classes for the following year. Changes of this list can be made in by the administration if determined to be in the best interests of students and the school district. This list will pertain to the existing positions only and will not include a daily calendar.
- B. Notice of position openings for certified staff which are caused by death, retirement, discharge, resignation or expansion of staff, will be distributed to teachers at least ten (10) days prior to the final date for application submission. If school is not in session, the notice will be sent to all teachers at their last known address or electronically.
- C. All secondary teachers (6-12) will have five instructional assignments. Those who volunteer for an additional instructional assignment will be compensated five percent (5%) of their annual salary. The parties shall implement the Revised Side Letter attached hereto.
- D. Mileage Reimbursement: Teachers working a split assignment which requires travel by automobile between two school buildings shall be reimbursed at the prevailing IRS mileage reimbursement rate for such travel. Teachers who are required to attend conferences or engage in other professional activities, approved in advance shall be reimbursed for their mileage at the prevailing IRS mileage reimbursement rate for such travel. Teachers attending such conference or professional activities are encouraged to

carpool. Teachers must submit for mileage reimbursement monthly, in order to be eligible for reimbursement. This section shall not permit reimbursement for mileage between school buildings except as noted above for teachers working split assignments.

E. Part-time teachers:

1. A part-time teacher may be required by the administration to attend meetings outside his/her normal working schedule. A part-time teacher shall be required to attend open houses and parent/teacher conference without additional compensation. For faculty, team and PLC meetings, a part-time teacher shall be required to attend such meetings without additional compensation in proportionate share to the teacher's work schedule (e.g. a .4 FTE will attend 40% of the PLC, faculty or other meetings). If the teacher is required by the administration to attend faculty, team or PLC meetings in excess of his/her proportionate share, he or she shall receive compensation at an hourly rate of twenty-six dollars (\$26) per hour in 2015-16, twenty-seven dollars (\$27) per hour in 2016-17, and twenty-eight dollars (\$28) per hour in 2017-18, rounded to the nearest 15 minute interval.

F. Seniority:

1. Seniority shall be calculated based on years of service as a teacher, beginning with the date of hire; and shall continue to accrue through periods of continuous employment as a teacher, including paid, approved leaves (except as provided by law). A teacher working a part-time schedule shall accrue seniority on a pro-rata basis, based on a proportionate share of the school year in which he or she works a part-time schedule (e.g. a teacher working a .8 schedule would receive .8 years of service for the purpose of calculating seniority).

ARTICLE XXVII
PROFESSIONAL DAYS

Professional days will be granted on the basis of advance request and approval of the building principal and the Superintendent of Schools.

ARTICLE XXVIII
RELEASED TIME - PROFESSIONAL ACTIVITIES

Released time for professional activities may be granted by the Superintendent of Schools provided that application for such release is made at least two (2) days in advance of the requested activity.

ARTICLE XXIX
TUITION ASSISTANCE

Tuition assistance will be given in cases where the school system has a special new requirement beyond the existing framework of instruction (such as computer aided instruction), subject to the prior written approval of the building principal and the Superintendent of Schools.

Tuition assistance will be limited to the charge per credit hour by the duly recognized college/university in Connecticut where the required course is being offered. The Board agrees to pay round-trip mileage from the teacher's assigned school to the location of the course offering. Requests for such assistance are required thirty (30) days before course registration and are subject to the above approvals.

The Board agrees to fund the application fee, less any other sources of funding and not to exceed \$2,300, for teachers seeking National Board Certification. The Board also agrees to support the efforts of the applicant by providing release time to complete requirements of the project, not to exceed three (3) days.

ARTICLE XXX
WORKSHOPS

- A. A workshop situation will normally be construed to mean a collective discussion among pertinent staff members relative to specific subjects, grade levels, curricula or other current developments in their fields.
- B. If a workshop situation occurs, the administration will grant released time to the teachers involved if in the judgment of the building principal and the superintendent of schools, the workshop will benefit the school system.

ARTICLE XXXI
SEPARATION AND RECALL

A. Elimination of Professional Staff Positions

The Board has the exclusive prerogative to eliminate professional staff positions, consistent with the provisions of applicable Connecticut General Statutes.

B. Definitions

1. As used herein, the term "days" shall mean calendar days.
2. As used herein, the term "teacher" shall apply to any employee of the Board who holds a regular certificate issued by the Connecticut State Board of Education and is employed in a teaching position.

3. As used herein, the term "senior" shall refer to the number of years of service in the Westbrook School System.

C. Procedure

1. Prior to terminating a teacher's contract, due to elimination of position, the Board will give due consideration to its ability to effect position elimination and/or reduction in staff by:
 - a. voluntary retirements;
 - b. voluntary resignations;
 - c. transfer of existing staff members;
 - d. voluntary leaves of absence.

2. In the event that it becomes necessary to terminate a teacher's contract due to the elimination of a professional staff position, the following procedure shall be utilized in selecting the teacher to be terminated:
 - a. Non-tenured teachers shall be terminated on a system-wide basis before tenured teachers within the range of certification and qualification in which the elimination takes place.

 - b. In making decisions regarding contract termination of non-tenured teachers, major emphasis shall be placed on the following factors:

areas of certification;

qualifications and ability, as determined by an objective evaluation of the teacher's performance;

teacher experience in other positions which may be available;

degree status.

 - c. Among tenured teachers, the least senior teacher within the relevant range of certification and qualification shall be terminated, as long as no vacancy exists in that teacher's range of certification and qualification.

 - d. Qualification shall be determined by reference to previous teaching experience. In order to be deemed qualified, a teacher must have completed one (1) full year of teaching within the five (5) years immediately preceding the proposed termination, within the following categories:
 - i. Pre-kindergarten

- ii. Elementary - Kindergarten through Fifth Grades.
- iii. Secondary – Sixth through Twelfth Grades, within the department in which the position is eliminated.
- iv. Positions requiring "Specialist" certification.
- e. No teacher shall acquire "bumping" rights outside his/her category of teaching qualification, except as provided in paragraph C.2a. herein.

D. Recall Procedure

If the contract of employment of a tenured teacher is terminated because of the elimination of a teacher position, the name of that teacher shall be placed on a reappointment list and remain on such list for a period of eighteen (18) months, unless such teacher obtains employment as a public school teacher in another district during that period. If a position becomes open during such eighteen (18) month period, and the teacher has been selected by the Board as the person on the recall list who is certified and most qualified to hold that position, the teacher will be notified in writing by registered mail, sent to his/her last known address, at least thirty (30) days prior to the anticipated date of re-employment. In determining whether a teacher is qualified for reappointment, the Board shall consider the following criteria:

areas of certification;

teaching experience as defined herein;

degree status;

total years of experience in the Westbrook School System;

qualification and ability, as determined by an objective evaluation of the teacher's performance.

The teacher shall accept or reject the appointment in writing within ten (10) days from the mailing of the offer. If the appointment is accepted, the teacher shall receive written confirmation of reappointment within twenty (20) days of receipt of the teacher's reply by the Board. If the teacher rejects the appointment offer, or does not respond according to this procedure within ten (10) days, the name of the teacher will be removed from the recall list.

ARTICLE XXXII
CONTRACT PUBLICATION

The Board shall publish the collective bargaining agreement on the District's website,

and shall send an electronic copy to each teacher.

ARTICLE XXXIII **GRIEVANCE**

A. Purpose

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

B. Definitions

A "grievance" shall mean a complaint by a teacher of the Westbrook School System that there has been a violation, misinterpretation or inequitable application of a specific provision of this collective bargaining agreement, except that the term "grievance" shall not apply to (a) any rule or regulation of the State Commissioner of Education, or (b) any matter which according to law is either beyond the scope of Board authority or limited to unilateral action by the Board alone, or (c) a complaint of non-tenure teacher which has arisen by reason of his/her not being re-employed.

C. Time Limits

1. Since it is important that grievances be processed as rapidly as possible, 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 teacher and appropriate administrator.
2. A grievance to be considered under this procedure must be initiated by the teacher within thirty (30) calendar days from the date that the teacher knew or should have known of its occurrence.
3. Failure by the aggrieved teacher at any level to appeal a grievance to the next level within the specified time limits shall be deemed to be acceptance of the decision rendered at that level.

D. Rights to Representation

1. No reprisals of any kind shall be taken by the teacher, the Board or by any member of the administration against any participant in the grievance procedure by reason of such participation.
2. Any teacher, the Board, or Administration may be represented at any level of the informal or formal grievance procedures by a person or persons of his/her own

choosing.

E. Informal Procedure

If a teacher feels that he/she has a grievance, he/she shall first discuss the matter with his/her principal or other appropriate administrator in an effort to resolve the problem informally.

F. Formal Procedure

1. Level One - School Principal

- a. If an aggrieved teacher is not satisfied with the outcome of the informal procedure, he/she shall present his/her claim as a written grievance to his/her principal or other appropriate administrator, stating:
 - i. The nature of the grievance;
 - ii. The result or extent of the injury, loss or inconvenience;
 - iii. The results of previous discussions;
 - iv. His/her dissatisfaction with decisions previously rendered.
- b. The principal shall, within five (5) business days after receipt of the written grievance, render his/her decision and the reasons therefore in writing to the aggrieved teacher.

2. Level Two - Superintendent of Schools

- a. If the aggrieved teacher is not satisfied with the disposition of his/her grievance at Level One, he/she shall, within three (3) business days after the decision, or within eight (8) business days after his/her formal presentation, file his/her written grievance with the Superintendent or designated representative.
- b. The Superintendent of Schools shall, within ten (10) business days after receipt of the referral, meet with the aggrieved teacher for the purpose of resolving the grievance.
- c. The Superintendent of Schools shall, within five (5) business days after the hearing, render his/her decision and the reasons therefore in writing to the aggrieved teacher.

3. Level Three - Board of Education

- a. If the aggrieved teacher is not satisfied with the disposition of his/her grievance at Level Two, he/she shall within three (3) business days after the decision, or within six (6) business days after the hearing, file the grievance

with the Board, through the Superintendent of Schools.

- b. The Board shall within ten (10) business days after receipt of the appeal, meet with the aggrieved teacher for the purpose of resolving the grievance.
- c. The Board shall, within five (5) business days after such meeting, render its decision and the reasons therefore, in writing, to the aggrieved teacher.

4. Level Four - Arbitration

- a. If the aggrieved teacher is not satisfied with the disposition of his/her grievance at Level Three, he/she may, within three (3) days after the decision, request in writing to the President of the Association that his/her grievance be submitted to arbitration.
- b. The Association may, within five (5) business days after receipt of such request, submit the grievance to arbitration by so notifying the Board in writing, and by filing a demand for arbitration under the Voluntary Labor Arbitration Rules of the American Arbitration Association, which shall act as the administrator of the proceedings.
- c. The arbitrator shall have no authority to add to, subtract from, or in any way modify the terms of this Agreement and shall make the appropriate compensatory awards when necessary. The decision of the arbitrator shall be final and binding upon all parties in interest.
- d. The costs for the services of the arbitrator shall be borne equally by the Board and the Association.
- e. Either party may attempt to vacate any such binding award consistent with §52-418 of the Connecticut General Statutes.

ARTICLE XXXIV
SPECIFIC PERFORMANCE

In the event of a breach or contemplated breach of any of the terms or provisions of this agreement, either the Board or the Association shall have the right to institute and prosecute an action in court of competent jurisdiction to secure an order or decree directing the specific performance hereof enjoining such breach. Such equitable relief shall be in addition to any award of damages which would otherwise be obtained.

ARTICLE XXXV
TEACHER DISCIPLINARY ACTION

No teacher shall be disciplined, reprimanded, reduced in rank or compensation, denied an increment, suspended, without reasonable and just cause.

ARTICLE XXXVI
LONGEVITY

Employees hired on or before June 30, 2015 shall be eligible to receive the following longevity benefits:

Years	
17-22	\$750
23-27	\$1400
28+	\$2400

Employees hired after July 1, 2015 shall not be eligible for the longevity benefit.

APPENDIX A
SALARY SCHEDULE 2015-2016

Years	Step	BA	BA+30	MA	MA+30	PHD
0	1	42,492	44,281	44,727	46,965	49,573
1-2	2	44,727	46,516	46,965	49,573	52,182
3-4	3	46,965	49,142	49,573	52,182	54,792
5	4	49,573	51,662	52,182	54,792	57,401
6-7	5	52,182	54,270	54,792	57,401	60,384
8	6	54,792	56,877	57,401	60,384	63,738
9	7	57,401	59,787	60,384	63,738	66,720
10-11	8	60,384	62,768	63,738	66,720	70,445
12-13	9	63,738	66,049	66,720	70,445	74,546
14	10	63,738	69,776	70,445	74,546	78,274
15	11	64,428	70,531	73,318	77,272	81,039
16+	12	68,415	74,896	80,016	84,018	88,018

All eligible teachers shall advance one step on the salary schedule.

SALARY SCHEDULE 2016-2017

Years	Step	BA	BA+30	MA	MA+30	PHD
0-1	1	43,809	45,654	46,114	48,421	51,110
2-3	2	46,114	47,958	48,421	51,110	53,800
4-5	3	48,421	50,665	51,110	53,800	56,491
6	4	51,110	53,264	53,800	56,491	59,180
7-8	5	53,800	55,952	56,491	59,180	62,256
9	6	56,491	58,640	59,180	62,256	65,714
10	7	59,180	61,640	62,256	65,714	68,788
11-12	8	62,256	64,714	65,714	68,788	72,629
13-14	9	65,714	68,097	68,788	72,629	76,857
15	10	65,714	71,939	72,629	76,857	80,700
16	11	66,425	72,717	75,591	79,667	83,551
17+	12	70,536	77,218	82,496	86,623	90,747

Teachers shall not advance one step on the salary schedule.

APPENDIX A

SALARY SCHEDULE 2017-2018

Years	Step	BA	BA+30	MA	MA+30	PHD
0-2	1	45,167	47,069	47,544	49,922	52,694
3-4	2	47,544	49,445	49,922	52,694	55,468
5-6	3	49,922	52,236	52,694	55,468	58,242
7	4	52,694	54,915	55,468	58,242	61,015
8-9	5	55,468	57,687	58,242	61,015	64,186
10	6	58,242	60,458	61,015	64,186	67,751
11	7	61,015	63,551	64,186	67,751	70,920
12-13	8	64,186	66,720	67,751	70,920	74,880
14-15	9	67,751	70,208	70,920	74,880	79,240
16	10	67,751	74,169	74,880	79,240	83,202
17	11	68,484	74,971	77,934	82,137	86,141
18+	12	72,723	79,612	85,053	89,308	93,560

Teachers shall not advance one step on the salary schedule.

**APPENDIX B
CO-CURRICULAR EMPLOYMENT**

	2015-16	2016-17	2017-18
I. H.S. Drama/Musical (2 productions)	\$6,705	\$6,839	\$6,976
II. H.S. Yearbook - Literary	\$3,469	\$3,538	\$3,609
III. H.S. Student Council, H.S. Varsity Math Team, High School Bowl, M.S. Drama Club Coordinator, H.S. Musical Director, H.S. Drama Asst.	\$2,890	\$2,948	\$3,007
IV. H.S. Newspaper (6 issues), H.S. Magazine (1 issue), JV Math Team, H.S. FCCLA, H.S. Musical Director, H.S. Interact, H.S. Environmental Club, H.S. Yearbook (Financial)	\$1,850	\$1,887	\$1,925
V. Mathcounts, Elementary Plays, El. Computer Club, H.S. NHS, H.S. Senior Advisor (monies to be shared by those advisors who agree to the minimum performance standards set by the H.S. principal), H.S. Choir, H.S. Band, H.S. Art, M.S. Art, Ski Club, M.S. Drama Asst.	\$1,503	\$1,533	\$1,564
VI. H.S. SADD, TEAM Mentor, Intramurals, M.S. Yearbook, FBLA Advisor, El. Yearbook, M.S. FCCLA, M.S. Student Council, M.S. Newspaper, M.S. Magazine, M.S. TSA, H.S. TSA, M.S. Chorus, M.S. Band	\$1,157	\$1,180	\$1,204
VII. M.S. SADD	\$521	\$531	\$542

ATHLETICS EMPLOYMENT CATEGORIES

All appointments to athletic positions are done on an annual basis after posting the position. No incumbent coach has an entitlement to reappointment. All appointments and reappointments are made at the discretion of the Board of Education and its Superintendent of Schools. In this context, the Board recognizes its obligation under Connecticut General Statutes §10-222e, a copy of which is attached as Appendix E, "FOR INFORMATIONAL PURPOSES ONLY."

Step 1: First two years of successful experience in position or comparable experience.

Step 2: Three to five years of successful experience in position or comparable experience.

Step 3: Six or more years in the same coaching position.

- In years of coaching experience, the years at Westbrook will be the only ones used.
- If a coach moves up (not down) from one coaching level to another, the coach will revert back to a step 1 candidate. A coach moving down to a lower coaching level will retain all the subsequent years of credit.
- The Superintendent and the Board of Education reserve the right to place an exceptional candidate at any starting step.
- Should the need to create a new position arise, a committee composed of the Athletic Director, Board Representative, and Superintendent of Schools will convene to establish said position.
- Payment in full will be based on performance standards developed cooperatively with the Administration.

<u>Position</u>	<u>Year</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>
Varsity Basketball	2015-16	\$6,297	\$6,651	\$7,240
	2016-17	\$6,423	\$6,784	\$7,385
	2017-18	\$6,551	\$6,920	\$7,533
Varsity Soccer, Field Hockey Baseball, Softball, Tennis, Track	2015-16	\$5,038	\$5,392	\$5,980
	2016-17	\$5,139	\$5,500	\$6,100
	2017-18	\$5,242	\$5,610	\$6,222
JV H.S. Basketball	2015-16	\$4,474	\$4,828	\$5,416
	2016-17	\$4,563	\$4,925	\$5,524
	2017-18	\$4,654	\$5,024	\$5,634

<u>Position Year</u>		<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>
JV H.S. Soccer, Field Hockey, Baseball, Softball, Tennis, Track	2015-16	\$3,489	\$3,840	\$4,430
	2016-17	\$3,559	\$3,917	\$4,519
	2017-18	\$3,630	\$3,995	\$4,609
V. Winter Cheerleading	2015-16	\$3,489	\$3,840	\$4,430
	2016-17	\$3,559	\$3,917	\$4,519
	2017-18	\$3,630	\$3,995	\$4,609
Asst. Varsity Coach	2015-16	\$2,001	\$2,353	\$2,942
	2016-17	\$2,041	\$2,400	\$3,001
	2017-18	\$2,082	\$2,448	\$3,061
M.S. & Freshman Basketball	2015-16	\$2,938	\$3,292	\$3,880
	2016-17	\$2,997	\$3,358	\$3,958
	2017-18	\$3,057	\$3,425	\$4,037
Wrestling	2015-16	\$4,570	\$5,392	\$5,980
	2016-17	\$4,661	\$5,500	\$6,100
	2017-18	\$4,754	\$5,610	\$6,222
M.S. Soccer, Field Hockey, Softball, Baseball, Varsity Fall Cheerleading	2015-16	\$2,619	\$2,972	\$3,560
	2016-17	\$2,671	\$3,031	\$3,631
	2017-18	\$2,724	\$3,092	\$3,704
Middle School Assistant	2015-16	\$1,413	\$1,766	\$2,353
	2016-17	\$1,441	\$1,801	\$2,400
	2017-18	\$1,470	\$1,837	\$2,448

**CO-CURRICULAR OR COACHING ASSISTANT POSITION
(Temporary)**

The Board may appoint an individual to assist in a co-curricular or an athletic employment assignment on a temporary basis at a stipend not to exceed \$665.00 in 2015-16, \$678.00 in 2016-17 and \$692.00 in 2017-18. Such stipend shall not be included as part of the Extra Duty Salary Schedule

If a team is not fielded due to a lack of enrollment before the first game, the coach's contract can be declared null and void.

**APPENDIX C
HOURLY POSITIONS**

	2015-16	2016-17	2017-18
Driver Ed - per hour	\$36.78	\$37.52	\$38.27
Homebound and Part Time Professional - per hour (Payment only for instructional time provided outside of the teacher work day)	\$36.78	\$37.52	\$38.27
Homework Room	\$5,222	\$5,326	\$5,433

**APPENDIX D
FIXED ANNUAL STIPEND**

	2015-16	2016-17	2017-18
PLC Leader Language Arts (Grades 9-12)	\$3,090	\$3,152	\$3,215
PLC Leader Music (Grades K-12)	\$3,090	\$3,152	\$3,215
PLC Leader Family Consumer Science/Technology Education/Business Education (Grades 5-12)	\$3,090	\$3,152	\$3,215
PLC Leader Math (Grades 9-12)	\$3,090	\$3,152	\$3,215
PLC Leader World Language (Grades K-12)	\$3,090	\$3,152	\$3,215
PLC Leader Science (Grades 9-12)	\$3,090	\$3,152	\$3,215
PLC Leader Language Arts (Grades 5-8)	\$3,090	\$3,152	\$3,215
PLC Leader Social Studies (Grades 5-8)	\$3,090	\$3,152	\$3,215
PLC Leader Library Media/Computer (Grades K-12)	\$3,090	\$3,152	\$3,215
PLC Leader Elementary (Grades K-4) Math/Science	\$4,120	\$4,202	\$4,286
PLC Leader Science (Grades 5-8)	\$3,090	\$3,152	\$3,215
PLC Leader Elementary (Grades K-4) Language Arts/Social Studies	\$4,120	\$4,202	\$4,286
PLC Leader Health/PE (Grades K-12)	\$3,090	\$3,152	\$3,215
PLC Leader Social Studies (Grades 9-12)	\$3,090	\$3,152	\$3,215
PLC Leader Art (Grades K-12)	\$3,090	\$3,152	\$3,215
PLC Leader Math (Grades 5-8)	\$3,090	\$3,152	\$3,215
PLC Leader Special Education (Grades K-4)	\$4,120	\$4,202	\$4,286
PLC Leader Special Education (Grades 5-12)	\$4,120	\$4,202	\$4,286

	2015-16	2016-17	2017-18
Curriculum Lead Teacher	\$7,032	\$7,173	\$7,316
Team Leader - Grade 5	\$1,564	\$1,595	\$1,627
Team Leader - Grade 6	\$1,564	\$1,595	\$1,627
Team Leader - Grade 7	\$1,564	\$1,595	\$1,627
Team Leader - Grade 8	\$1,564	\$1,595	\$1,627
Lead Teacher-Elementary (split)	\$782	\$798	\$814
Lead Teacher-Elementary (split)	\$782	\$798	\$814
Lead Teacher-Middle School	\$1,564	\$1,595	\$1,627
Lead Teacher-High School	\$1,564	\$1,595	\$1,627
Team Readers	\$500	\$510	\$520

Athletic Director	Step 1	Step 2	Step 3
2015-16	\$7,832	\$8,222	\$8,867
2016-17	\$7,989	\$8,386	\$9,044
2017-18	\$8,149	\$8,554	\$9,225

The Athletic Director will put in up to 5 additional days beyond the regular teaching schedule.

All positions listed are examples. Positions may be added or deleted by Superintendent's recommendation to the Board for approval.

APPENDIX E

ATTACHED FOR INFORMATIONAL PURPOSES ONLY

§10-222e. Policy on evaluation and termination of athletic coaches

(a) Local and regional boards of education that employ athletic coaches shall require the coaches' immediate supervisor to evaluate such coaches on an annual basis and to provide such coaches with copies of such evaluations.

(b) Any local or regional board of education acting directly, or through its duly authorized agent, that terminates or declines to renew the coaching contract of an athletic coach who has served in the same coaching position for three or more consecutive school years shall inform such coach of such decision no later than ninety days after the completion of the sport season covered by the contract. Such coach shall have an opportunity to appeal such decision to the local or regional board of education in a manner prescribed by such local or regional board of education. Nothing in this subsection shall prohibit a local or regional board of education from terminating the coaching contract of an athletic coach at any time (1) for reasons of moral misconduct, insubordination or a violation of the rules of the board of education, or (2) because a sport has been cancelled by the board of education.

(c) For the purposes of this section, "athletic coach" means any person holding a coaching permit who is hired by a local or regional board of education to coach for a sport season.

APPENDIX F
CENTURY PREFERRED COPAY PLAN

SUMMARY OF BENEFITS AND PAYMENTS	IN-NETWORK	OUT-OF-NETWORK
Deductible	None	\$400/\$800/\$1,200
Co-insurance	100%	80/20%
Maximum Out of Pocket	\$6,350/\$12,700	\$1,200/\$2,400/\$3,600
Maximum Lifetime Benefit Per Member	Unlimited	Unlimited
Gatekeeper Network	No	No
<u>PREVENTIVE CARE:</u>		
Well child care <i>(per schedule.)</i>	No copayment	Ded. & Coins.
Periodic, routine health examination <i>(per schedule)</i>	No copayment	Ded. & Coins.
Routine eye exams <i>(once every 2 years)</i>	No copayment	Ded. & Coins.
Routine OB/GYN visits	No copayment	Ded. & Coins.
Mammography <i>(per schedule)</i>	No copayment	Ded. & Coins.
Hearing Screening <i>(once every 2 years)</i>	No copayment	Ded. & Coins.
<u>MEDICAL CARE:</u>		
Office Visits (Primary)	\$30 co-pay	Ded. & Coins.
Office Visits (Specialist)	\$35 co-pay	Ded. & Coins.
Outpatient Mental Health & Substance Abuse <i>(Unlimited)</i>	\$30 co-pay	Ded. & Coins.
Diagnostic lab and x-ray	No copayment	Ded. & Coins.
High cost imaging (MRI, CAT, PET, etc.)	\$35 co-pay	Ded. & Coins.
Allergy Services - Office Visit and Testing	\$35 co-pay	Ded. & Coins.
Allergy Services - Injections <i>(80 within 3 yrs.)</i>	No copayment	Ded. & Coins.
Prenatal and Postnatal Maternity Care <i>(initial visit only; after 1st visit no copayment)</i>	\$35 co-pay	Ded. & Coins.
<u>HOSPITAL CARE</u>		
Inpatient Hospitalization	\$500 co-pay per admission	Ded. & Coins.

CENTURY PREFERRED COPAY PLAN (continued)

SUMMARY OF BENEFITS AND PAYMENTS	IN-NETWORK	OUT-OF-NETWORK
<u>HOSPITAL CARE</u>		
Skilled Nursing Facility <i>(120 days per year)</i>	\$500 co-pay per admission	Ded. & Coins.
Rehabilitative Services <i>(60 days per year)</i>	No copayment	Ded. & Coins.
Outpatient Surgery	\$200 co-pay	Ded. & Coins.
<u>EMERGENCY/URGENT CARE</u>		
Emergency Room <i>(copayment waived if admitted)</i>	\$150 co-pay	\$150 co-pay
Urgent Care	\$75 co-pay	Ded. & Coins.
Ambulance	No copayment	No copayment
<u>OTHER SERVICES</u>		
Physical, Occupational, Speech & Chiro Copay <i>(50 visit combined maximum per calendar year)</i>	\$35 co-pay	Ded. & Coins.
Durable Medical Equipment <i>(Unlimited)</i>	No copayment	Ded. & Coins.
Home Health Care <i>(200 visits per calendar year; 80 Home Health Aide visits per calendar year)</i>	No copayment	Ded. & Coins.
<u>PRESCRIPTION DRUGS:</u>		
Retail	\$15/30/40	Ded. & Coins.
Mail Order (3 X supply, 2X copay)	\$30/60/80	Ded. & Coins.
Annual Maximum	\$4,000	After Max Met In-Network Rx coverage under OON Ded. & Coins.

This summary is intended for use only as a general summary of benefits. For a detailed description of benefits, terms, limitations and exclusions, see group certificate.

APPENDIX G
HIGH DEDUCTIBLE HEALTH PLAN

	IN-NETWORK	OUT-OF-NETWORK
<u>FINANCIALS:</u>		
Deductible	\$2,000/\$4,000	
Employer Portion of Deductible	\$1,000/\$2,000	
Employee Portion of Deductible	\$1,000/\$2,000	
Co-insurance	100%	80/20%
Maximum Out of Pocket	\$4,000/\$8,000	
Maximum Lifetime Benefit Per Member	Unlimited	Unlimited
Gatekeeper Network	No	No
<u>PREVENTIVE CARE:</u>		
Well child care (to sched.)	No charge	Ded. & Coins.
Periodic, routine health examination (to sched.)	No charge	Ded. & Coins.
Routine eye exams	No charge	Ded. & Coins.
Routine OB/GYN visits	No charge	Ded. & Coins.
Mammography (to sched.)	No charge	Ded. & Coins.
Hearing Screening	No charge	Ded. & Coins.
<u>MEDICAL CARE:</u>		
Office Visits (Primary)	Subject to Deductible	Ded. & Coins.
Office Visits (Specialist)	Subject to Deductible	Ded. & Coins.
Outpatient Mental Health & Substance Abuse	Subject to Deductible	Ded. & Coins.
Diagnostic lab and x-ray	Subject to Deductible	Ded. & Coins.
High cost imaging (MRI, CAT, PET, etc.)	Subject to Deductible	Ded. & Coins.
Allergy Services - Office Visit and Testing	Subject to Deductible	Ded. & Coins.
Allergy Services - Injections (80 within 3 yrs.)	Subject to Deductible	Ded. & Coins.
<u>HOSPITAL CARE</u>		
Inpatient Hospitalization	Subject to Deductible	Ded. & Coins.
Skilled Nursing Facility (120 days per year)	Subject to Deductible	Ded. & Coins.
Rehabilitative Services (60 days per year)	Subject to Deductible	Ded. & Coins.
Outpatient Surgery	Subject to Deductible	Ded. & Coins.
<u>EMERGENCY/URGENT CARE</u>		
Emergency Room	Subject to Deductible	Same as In-Network
Urgent Care	Subject to Deductible	Ded. & Coins
Ambulance	Subject to Deductible	Ded. & Coins
<u>OTHER SERVICES</u>		
Physical, Occupational, Speech & Chiro Copay	Subject to Deductible	Ded. & Coins
Physical, Occupational, Speech & Chiro Limit	Subject to Deductible	Ded. & Coins
Durable Medical Equipment (Unlimited)	Subject to Deductible	Ded. & Coins
Home Health Care	Subject to Deductible	Ded. & Coins
<u>PRESCRIPTION DRUGS:</u>	Subj. to Ded. Then	
Retail	\$5/15/30	Ded. & Coins
Mail Order	\$10/30/60	Ded. & Coins
Annual Maximum	Unlimited	

This summary is intended for use only as a general summary of benefits. For a detailed description of benefits, terms, limitations and exclusions, see group certificate.

For teachers electing the HDHP Plan, the Board will contribute fifty percent (50%) of the applicable HDHP deductible amount. One half of the Board's contribution toward the HSA deductible will be deposited into the HSA accounts with the first payroll of the school year (on or around September). The second half of the Board's contribution to the deductible amount will be contributed with the first payroll in January. The parties acknowledge that the Board's fifty percent (50%) contribution toward the funding of the HDHP plan is not an element of the underlying insurance plan, but rather relates to the manner in which the deductible shall be funded for actively employed teachers. The Board shall have no obligation to fund any portion of the HDHP Plan deductible for retirees or other individuals upon their separation from employment.

**SIDE LETTER REGARDING POSSIBLE REOPENER FOR
IMPLEMENTATION OF SECONDARY SCHOOL REFORM**

The WESTBROOK BOARD OF EDUCATION (the "BOARD") and the WESTBROOK EDUCATION ASSOCIATION (the "ASSOCIATION") hereby enter into this Side Letter (the "REVISED SIDE LETTER").

WHEREAS, effective with the 2010-2011 school year, the BOARD converted the student schedule at the high school from a seven period rotating schedule to an eight period rotating schedule;

WHEREAS, the BOARD and the ASSOCIATION were, at that time, parties to a collective bargaining agreement covering the period September 1, 2009 through August 31, 2012 (the "AGREEMENT"); and

WHEREAS, the parties entered into a Side Letter in August 2010 agreeing to negotiate the impacts of the schedule change during the parties' negotiations pertaining to a successor agreement (the "SIDE LETTER"); and

WHEREAS, the parties negotiated for a successor agreement during the summer of 2011 and reached an agreement to continue the parties' SIDE LETTER on the terms and conditions set forth herein in this REVISED SIDE LETTER.

NOW THEREFORE, the parties agree as follows:

1. Unless the Board determines that involuntary assignment of a 6th period to secondary school teachers is necessary to implement secondary school reform in accordance with paragraph 5 below, for the term of the parties' successor agreement for the term of July 1, 2015 through June 30, 2018, in accordance with the REVISED SIDE LETTER, teachers at the high school shall be assigned five instructional assignments, two duty periods and one preparation period. Duties shall follow the current practice of the parties, in that assigned duties may include library, office, hall, lunch, study hall, etc. Teachers shall continue to be available for extra help for students during assigned duty periods, if consistent with the nature of their duty assignment.
2. The parties agree that revised language of Article XXVI, Section C of the AGREEMENT shall continue to govern secondary school teachers working a sixth instructional assignment for the term of the parties' successor agreement unless midstream negotiations are triggered earlier in accordance with paragraph 4, below. The parties acknowledge that the BOARD maintains its position that the language of Article XXVI, Section C pertaining to a sixth instructional assignment is based on the seven period rotation previously in effect, and that the parties agree to negotiate in good faith concerning the impact, if any, of involuntarily teaching a sixth instructional assignment in light of the eight period schedule, on the earlier of the two dates set forth herein; a) the date for the commencement of the statutorily scheduled negotiations process during the summer of 2017, or b) the date that the Board gives notice of impact bargaining on the implementation of secondary school reform, in accordance with paragraph 5 below.

3. The ASSOCIATION agrees to waive and/or not to file and/or pursue any grievances, prohibited practice charges or other claims, in any forum, in connection with the terms outlined in this REVISED SIDE LETTER. The ASSOCIATION specifically waives any claim that the eight period schedule implemented with the 2010-2011 school year, or the manner in which the eight period schedule was implemented, or this REVISED SIDE LETTER was negotiated, violated the terms of the collective bargaining agreement; or any other claim that the parties' actions or this REVISED SIDE LETTER terms violate applicable labor laws or the parties' obligations thereunder.

4. If the Board determines that involuntary assignment of a 6th period to secondary school teachers is necessary to implement secondary school reform during the term of the parties' successor agreement for the term of July 1, 2015 through June 30, 2018, the parties shall reopen negotiations to negotiate the impact, if any, of involuntarily teaching a sixth instructional assignment in light of the eight period schedule implemented at the commencement of the 2010-2011 school year. Such negotiations shall be conducted in accordance with Section 10-153f(e).

Agreed to and approved by the undersigned, this 23rd day of February, 2015.

WESTBROOK
BOARD OF EDUCATION

WESTBROOK EDUCATION
ASSOCIATION

By: 
Maureen Westbrook, Board Chair

By: 
Ken Savage, President

Date: 2/23/15

Date: 2/23/15

SIGNATURE BLOCK

IN WITNESS WHEREOF, the Board and the Association hereunto have caused these presents to be executed by their proper officers, hereunto duly authorized, and their seals affixed hereto February 23, 2015.


WESTBROOK BOARD OF EDUCATION

By: Maureen Westbrook, Chairman


WESTBROOK EDUCATION ASSOCIATION

By: Ken Savage, President