

CONTRACT

between

WESTON BOARD OF EDUCATION

and

WESTON TEACHERS' ASSOCIATION

July 1, 2015 – June 30, 2017

February 27, 2015
3762260v4

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ARTICLE I
RECOGNITION

- A. The Weston Board of Education (hereinafter referred to as the Board) hereby recognizes the Weston Teachers Association (hereinafter referred to as the Association) as the sole and exclusive bargaining representative as provided in the Connecticut General Statutes for all certified teachers employed by the Board in positions requiring state certification, and all teachers holding Durational Shortage Area Permits (DSAPs). However, all administrators including but not limited to Housemasters, Principals, Assistant Principals, the Superintendent of Schools, the Assistant Superintendent of Curriculum and Instruction, the Director of Human Resources, the Director of Finance and Operations, the Director of Pupil Personnel, the Assistant Director of Pupil Personnel and the Athletic Director, substitutes and any other persons excluded by the Connecticut General Statutes are excluded. The Association agrees that except as otherwise specifically provided in this Agreement, the Board reserves to itself all the rights and responsibilities for managing and operating the schools and directing the staff as provided by the Connecticut General Statutes.
- B. The term "Board of Education" or "Board", as used herein, shall mean the Board or its designee. The term "Superintendent of Schools" or "Superintendent", as used in this Agreement, shall mean the Superintendent or his or her designee.

ARTICLE II
TERM OF AGREEMENT

This Agreement shall become effective in accordance with the Connecticut General Statutes and the Charter of the Town of Weston on July 1, 2015. Thereafter except as provided herein the terms and conditions of this Agreement, including the structure of the salary schedule and increments shall remain in full force and effect through June 30, 2017.

ARTICLE III
FINALITY OF AGREEMENT

Pursuant to § 10-153d of the Connecticut General Statutes, the parties have met and have arrived at this Agreement. Except as otherwise provided herein, during the course of this Agreement, any reopening, negotiations, change or alteration shall not be made unless mutually agreed to and executed in writing by both parties.

ARTICLE IV
GRIEVANCE PROCEDURES

- A. **Purpose.** The parties hereto recognize that, in the normal course of human interaction, there always will be some degree of tension, misunderstanding and even disagreement and/or failure to honor implicit or explicit obligations. It is further recognized that disputes, if left unattended, escalate more often than they disappear. It is the intention of the parties hereto, therefore, to provide an orderly procedure to air concerns and resolve disputes in a timely, thorough and even-handed fashion. This dictates resolution to the extent possible by

the parties directly involved rather than those more removed from the problem immediately at hand.

- B.** "Grievance" shall mean a claim by a teacher or group of teachers that there has been a violation of any of the terms of this Agreement.
- C.** **Grievance Procedure.** This procedure is designed to deal with grievances defined in Section B. It is expressly understood that if a written grievance is not filed within thirty (30) days after the teacher knew, or could have reasonably been expected to know, of an act or condition upon which the grievance is based, then further steps under this grievance procedure shall be terminated.

The following steps are involved:

Step 1 **Principal.** If a teacher feels that he/she may have a grievance, he/she shall discuss the matter with the Principal or other appropriate administrator in an effort to resolve the problem. If the matter is not settled in this informal procedure, the teacher may file a written grievance. The written grievance shall state the facts of the case, the terms or terms of this Agreement allegedly violated, and the remedy requested. The Principal shall, within five (5) days of said filing, give a written response to the grievant, with a copy to the Association.

Step 2 **Superintendent**

- a. If the grievant is not satisfied with the disposition in Step 1, he/she may file a written grievance with the Superintendent of Schools within five (5) days after the decision.
- b. The Superintendent shall, within ten (10) days after receipt of the formal written grievance, meet with the grievant to understand the problem and the suggested solution, as well as the response to Step 1. The Superintendent shall, within ten (10) days after the hearing, render his/her decision and the reasons therefore in writing to the grievant, with a copy to the Association.

Step 3 **The Board of Education**

- a. If the grievant is not satisfied with the disposition at Step 2, he/she may, within five (5) days after the decision, file a grievance with the Board of Education.
- b. The Board of Education, or a committee thereof, shall, within twenty (20) days of receipt of the grievance, meet with the grievant for the purpose of resolving the grievance.
- c. The Board shall, within ten (10) days after such meeting, render its decision and its reasons therefore in writing to the grievant, with a copy to the President of the Association.

Step 4 Arbitration

- a. If the grievant is not satisfied with the disposition of his or her grievance at Step 3, he/she may, within five (5) days after the decision, request in writing to the Association that the grievance be submitted to arbitration.
- b. The Association may, within ten (10) days after receipt of such request, submit the grievance to arbitration by so notifying the Board in writing and filing a request for arbitration with the American Arbitration Association. Such submission shall set forth the facts of the grievance, the provision or provisions of this Agreement allegedly violated, and the remedy requested. The American Arbitration Association shall act as the administrator of the proceedings but shall be limited to interpreting the terms and conditions of this Agreement.
- c. The arbiter selected shall confer promptly with representatives of the Board and the Association. He/she will review the record of prior hearings, and shall hold such further hearings as he/she deems appropriate.
- d. The arbiter shall be bound by the rules of the American Arbitration Association and the specific terms of this Agreement, and he/she shall have no authority to add to, subtract from, or in any way modify its terms. The decision of the arbiter shall be final and binding on all parties and shall be the exclusive remedy for breach of this Agreement, except that the parties do not waive their legal right to appeal the arbiter's award pertaining to such grievance as permitted by law.
- e. The cost for the services of the arbiter shall be borne equally by the Board and the Association.

D. Right of Teachers to Representation

1. Any teacher may be represented at any level of the grievance procedure by a person of his or her choosing, except that this person may not be a representative or officer of any teacher organization other than the Association. When a teacher is not represented by the Association, the Association shall be notified and have the right to be present and state its views at all stages of the grievance procedure.
2. No reprisals of any kind will be taken by either party or by any member of the administration against any participant in the grievance procedure by reason of such participation.

E. Miscellaneous

1. All documents, communications and records dealing with the processing of a grievance shall be confidential and shall be filed separately from the personnel files of the grievant.

2. Forms for the filing and processing of grievances and other necessary documents shall be prepared jointly by the Association and by the Superintendent and made available through the Association so as to facilitate operation of the grievance procedure.
3. If a grievance occurs as a result of an action of other than the teacher's immediate supervisor or affects a group or class of teachers, the grievance may be processed immediately at the level at which the grievance is alleged to have occurred within the timelincs specified in the first paragraph of Section C, above.
4. Either party may request, at its expense, that a full and accurate record of the proceedings at any point of the grievance procedure be kept. Should said record be requested by the other party, the cost of producing said record shall be borne equally.
5. Should the appropriate administrator or the Board of Education fail to act within the time limit set forth in this grievance procedure, the grievant may process the grievance to the next higher step within five (5) days after the expiration of the aforementioned time limit.
6. During the school year "days" shall mean days when school is in session. During the summer recess, "days" shall mean weekdays, excluding legal holidays.
7. The time limits set forth in this procedure may be extended by mutual agreement.

ARTICLE V NO STRIKE CLAUSE

- A. During the term of this Agreement, the Association agrees not to authorize or become involved in any withdrawal of services during the workday. Violation of this Section shall be considered just cause for disciplinary action against those involved, subject to the grievance procedures. This provision shall apply to the co-curricular responsibilities listed in Schedule A, only if the teacher has signed an agreement to carry out and be paid for said responsibilities.
- B. This provision shall not apply to voluntary services.

ARTICLE VI TEACHING ASSIGNMENTS

The parties hereto recognize that teachers teach best when they are assigned to schools, classes and courses for which they are: a) qualified, b) prepared, and c) interested. The parties further recognize, however, that a variety of factors, including enrollment, student course choice, schedule conflicts, the interests of the school system, and the preferences/rights of other teachers may mitigate against honoring a teacher's first preference in teaching assignment.

Recognizing this inherent conflict, the following sections describe how teaching assignments shall be made: (a) prior to the beginning of the school year, and (b) during the school year. A final section describes how vacancies not necessitating a change in teaching assignment shall be filled.

A. Initial Teaching Assignments. Teachers are hired by the Board of Education to fill specific vacancies based on the needs of the school system, their qualifications and personal interests. During the course of one's career, however, it may be necessary and/or desirable to change teaching assignments to meet the needs of the teacher and/or the Board. To provide adequate and timely input into this process, the following steps shall be employed:

1. Prior to April 1, teachers who wish a change in assignments for the next school year shall so notify the Superintendent on forms which shall be available in each school office.
2. When reasonably possible, prior to June 1, the Superintendent shall advise teachers wishing a change in assignment of the probable disposition of their request.
3. Prior to the end of the school year, all teachers shall be advised of their expected teaching assignments and programs for the forthcoming school year. In the event of a change in circumstances or conditions from the end of the school year up to the beginning of the next school year, assignments may be changed only as required thereby with prompt notice in writing to both the teacher and the Association. The affected teacher(s) may request a meeting with the Superintendent (or his/her designee) to understand the reasons for the change and explore alternatives. Changes in assignment shall be capable of reasoned substantiation.

B. Changes in Assignment During the Year. Reasonable effort will be made to avoid changes in assignment during the school year. If a Principal, Director of Pupil Services or the Superintendent determines that a change is necessary, for whatever reason, the following guidelines shall apply:

1. If a change within or between schools becomes necessary it shall be made only after the Principal, the Director of Pupil Services or the Superintendent or his designee has met with the parties involved, with reasonable notice, to discuss the reasons for the intended change. Emergencies shall be an exception to this guideline.
2. It is recognized that the responsibility and authority for making teaching assignments rest with the Administration. Changes in assignments shall be capable of reasoned substantiation.

C. Vacancies. A vacancy is defined as an opening which results from the termination of a teacher for whatever reason (e.g., resignation, discharge, death, disability, leave of absence, promotion or the creation of a new position or as the last position opened as a result of a transfer or series of transfers). The following guidelines shall be employed in filling vacancies.

1. Notices of all vacancies shall be posted for a period of not less than five (5) school days for vacancies which occur during the school year. Such school year postings shall simultaneously be posted on the District website (in a dated listing in a section

for certified staff openings). Notice of vacancies which occur while school is in recess shall be made to the Association and to any and all teachers who have requested, in writing, that they be considered for the particular position vacancy. Summer and school recess vacancies shall not be filled until at least ten (10) days after such notification has been mailed and posted simultaneously on the District website.

2. Vacancies shall be filled by the best qualified candidate so long as doing so would be consistent with the best interests of the school system. In the event that two or more candidates have equally strong qualifications, preference shall be given to currently employed staff. In the event that two or more currently employed staff members have equally strong qualifications, years of teaching service within the District shall be the deciding factor.
3. It is expressly understood that the Superintendent and/or the Principal and/or the Director of Pupil Services shall specify the required position qualifications and shall judge the candidate qualifications. Candidates not accepted for a vacancy may request information as to where their qualifications fell short of the standard and/or of those of the selected candidate.
4. The filling of vacancies shall be capable of reasoned substantiation.

ARTICLE VII **TEACHER PERSONNEL FILES**

- A. No denial of increment, disciplinary action, or reprimand shall be without just cause. In the event a grievance is pursued on these matters, all information forming the basis for any disciplinary action shall be made available to the teacher or the Association. Notwithstanding any provision of this Agreement to the contrary, the procedure set forth in §10-151 of the Connecticut General Statutes shall be the exclusive procedure for matters involving teacher non-renewal or termination.
- B. Whenever any material is placed in any of a teacher's personnel files, a copy will be sent to the teacher.

ARTICLE VIII **REDUCTION IN FORCE**

Reduction in force shall be made as follows:

- A. Tenured staff members shall be retained over non-tenured staff provided they are appropriately certified and qualified. Certified staff members shall be retained over teachers holding DSAPs.
- B. If decisions to terminate must be made between tenured staff members, the reductions in force group shall encompass either K-8 or 7-12. The groups shall be determined by certification. The reduction shall be based on seniority and qualification.

- C.** For staff hired after June 30, 1984, and before July 1, 1994, seniority shall be based on full-time certified teaching experience in Weston, plus credit given at the time of initial employment for experience in the discipline that the teacher was hired to fill. The credit given shall be one (1) year for each year teaching in the discipline.
- D.** For purposes of this Article, “qualification” and “qualified” mean that the teacher has taught in the subject matter or at the grade level (K-6) within the last three (3) years including the current year, and that the teacher may be required to undertake up to nine (9) graduate credits, approved by the Superintendent and complete this requirement within eighteen (18) months of the appointment. If the teacher does meet the above stated teaching requirements and if graduate study is required, the Board shall pay tuition costs. If the teacher does not meet the above stated teaching experience requirement, then the teacher shall be required to undertake up to nine (9) graduate credits, approved by the Superintendent, complete this requirement within eighteen (18) months of the appointment, and the teacher will pay tuition costs.
- E.** Within the category of non-tenured teachers, the Board, acting through the Superintendent, shall determine which contracts will be terminated as a result of a reduction in force.
- F.** Nothing herein shall require the promotion or assignment of a teacher to a position of higher rank, authority, teaching time or compensation, even though the teacher whose contract is to be terminated or who is to be recalled is qualified and/or certified for the promotion or assignment.
- G.** For staff hired to commence work on or after July 1, 1994, the following rules shall apply with respect to a reduction in force, notwithstanding the foregoing provisions:
1. Seniority shall be based only on full-time teaching experience in Weston for employees hired before July 1, 1984 or on or after July 1, 1994.
 2. Less than full-time experience shall be calculated on a prorata basis by multiplying the number of the teacher’s school months in the Weston school system by the teacher’s full-time teaching equivalent designation.
- H.** Recall
1. Any tenured teacher whose employment is severed as a result of the elimination of a teaching position shall be placed on a recall list for a period of one year.
 2. Within the category of tenured teachers, the Board shall first recall those teachers with the most seniority provided they are qualified and certified as defined by the Connecticut State Department of Education in the area in which an opening occurs.
 3. A non-tenured teacher shall have no recall rights under this Article.
 4. In the event that a teacher is recalled the provisions of paragraph D shall apply.

5. A notice of vacancy shall be sent to the last address filed by the teacher with the Board of Education. A teacher shall respond to such notice within fourteen (14) days of its receipt and shall report to work on the date the position becomes available. A teacher who fails to fill a position with the same or a greater number of full-time teaching equivalents than his/her previous position, or who fails to respond to the notice sent by certified mail, return receipt requested, within fourteen (14) days of receipt of such notice, shall forfeit recall rights.

ARTICLE IX
DUTY FREE LUNCH

Every teacher shall have a thirty (30) consecutive minute duty-free lunch period each day during the school's lunch serving time.

ARTICLE X
SUBSTITUTES

- A. If a substitute teacher is not available and the administration requests a teacher to substitute for a colleague, a stipend of \$33.76 for a class period as per the school schedule, pro rata, will be paid to that teacher. Effective July 1, 2016, the stipend will be increased to \$34.10. Except in the case of emergencies, elementary teachers will not be required but may be requested to provide substitute coverage.
- B. Reasonable efforts will be made to provide qualified substitutes for elementary teachers of special subjects who must be absent for a half-day or longer.

ARTICLE XI
DEGREE DEFINITIONS AND
PLACEMENT ON THE SALARY SCHEDULE

- A. Increment is not automatic. The Board reserves the right to withhold this annual increment if performance does not justify an increase.
- B. Teachers who have not attained tenure in Weston under the Connecticut General Statutes shall be considered probationary.
- C. Teachers must have a master's degree to be placed on the MA level.
- D. Any course work taken for credit must have prior approval from the Superintendent, which will be based on the following guidelines:
 1. Approved courses and degree programs must be from an accredited college or university or those approved in advance by the Superintendent.
 2. Unless otherwise approved by the Superintendent per subsection D (7) below, courses and/or degree programs submitted for approval for salary reclassification must be in a planned program consisting of a series of connected courses approved by an advisor in the field of education and/or related to the teacher's assignment.

3. Unless otherwise approved by the Superintendent per subsection D (7) below, approved programs must consist of courses credited from a single university either as course credit earned at that university or courses accepted on a transfer basis for credit by the university awarding the degree.
 4. Courses must be substantive and the content and quality appropriate for advanced and doctoral level courses.
 5. Classes for approved courses or programs must meet on a periodic basis in an announced location for lecture, discussion, or seminar to allow for interaction and intellectual exchanges with course instructor(s) and colleagues. Exception to the aforementioned will be given for on-line courses which are offered by Connecticut state universities (i.e. University of Connecticut or State University system) or which are preapproved by the Superintendent.
 6. Courses or programs approved for reclassification must have a planned procedure for periodic evaluation of the student's work through written assignments, written or oral examinations and/or project representative of the course content.
 7. In unique circumstances, the Superintendent has discretion on a case-by-case basis to approve individual courses for credit that do not meet the above criteria if such courses are directly related to the teacher's assignment.
- E.** To be placed on the MA+30 level, the teacher must have a master's degree and an additional thirty (30) credits approved by the Superintendent or his/her designee in advance, a second master's degree, a certificate of advanced study, or a master's degree which requires sixty (60) credits. After consultation with the President of the Association, and the awarding university, the Superintendent may, in his/her discretion, award credit for work completed in the pursuit of a doctoral degree (Ph.D., Ed.D.). The number of credits awarded for such work will be determined by the Superintendent in his/her discretion.
- F.** To be placed on the MA+60 level, the teacher must have a master's degree and an additional sixty (60) credits approved by the Superintendent or his/her designee in advance, or a master's degree which requires sixty (60) credits and an additional thirty (30) credits. After consultation with the President of the Association, and the awarding university, the Superintendent may, in his/her discretion, award credit for work completed in the pursuit of a doctoral degree (Ph.D., Ed.D.). The number of credits awarded for such work will be determined by the Superintendent in his/her discretion.
- G.** To receive the doctoral stipend, the teacher must have earned a doctoral degree (Ph.D., Ed.D.) from an accredited university in a field of study acceptable to the Superintendent, such acceptance not to be unreasonably withheld. Juris Doctor degrees shall not be credited on the doctoral level.
- H.** Half-lateral steps will be allowed for fifteen (15) credits beyond the MA degree, MA+30 degree (provided that placements on the MA+15 and MA+45 tracks will not be made after July 1, 2011, and provided further that teachers placed on these tracks may remain on those tracks) or MA+60 degree, except that credits earned must be in an accredited college or university or those approved in advance by the Superintendent.
- I.** Consideration may be given to continuous, relevant, full-time teaching experience in an accredited public, private, or military dependency school for which full credit may be given for each complete full year's service. Part-time, substitute or intermittent service will not be

credited toward previous teaching experience. Credit for teaching experience after (5) years absence from the profession or for work experience or other exceptions will be subject to the Superintendent's approval. After consultation with the President of the Association, the Superintendent may give up to five (5) steps credit for new teachers working in shortage areas as identified by the Commissioner of Education.

- J. The provisions of this Article shall apply to all full and part time certified professional employees.
- K. All lateral adjustments on the Teachers' Salary Schedule reflecting additional pre-approved graduate course work will be effective as of September 30 in any year for credits earned as of that date and at no other time in the contract year.
- L. Credit for work experience in a field related to the area in which the teacher was hired to teach may be granted at the Superintendent's discretion.
- M. Effective July 1, 2008, teachers must work at least ninety student days (inclusive of paid sick leave – excluding unpaid leaves of absence) to be advanced to the next step.

ARTICLE XII **STAFF SALARIES**

The salaries of all teachers covered by this Agreement are set forth in Schedule B, which is attached hereto and made part of this Agreement.

ARTICLE XIII **INSURANCE**

- A. The insurance provided by the Board for each teacher and his/her dependents shall consist of:
 - 1. Life insurance in an amount of \$150,000.
 - 2. Medical and health insurance benefits available to teachers are set forth in Schedule C, attached hereto and made a part of this Agreement and the benefits therein shall remain in place throughout the term of this Agreement except as provided below.
 - a. Medical and health insurance plans:

HD-HSA plan. Except as provided below, each full-time employee and his or her eligible dependents will participate in a High Deductible Health Insurance Plan with Health Savings Account (HD-HSA) with a combined in-network and out-of-network deductible of \$2,000/\$4,000 of which the Board will contribute fifty percent (50%), as more fully described in Schedule C. In order to be eligible for the HD-HSA plan each employee must make a premium cost contribution through payroll deductions: Effective July 1, 2015, this rate of contribution shall be fourteen and a half

- D. The parties shall create a joint management-labor committee to discuss implementation of a modified wellness component, with the understanding that the creation of this committee does not constitute an agreement to negotiate.

ARTICLE XIV
PAY FOR CO-CURRICULAR ASSIGNMENTS

- A. Individual supplementary contracts shall be issued for those co-curricular assignments which have been approved by the Board for compensation, and for which a teacher is employed. Each contract shall be limited to the particular school year, it being agreed that in the event the activity is cancelled, terminated or suspended by the Board, the salary will be prorated on the basis of actual performance completed by the teacher.
- B. The pay schedule for co-curricular activities for the duration of this Agreement is attached hereto as Schedule A. The contract form for co-curricular assignments is attached to this Agreement as Schedule D.

ARTICLE XV
TRANSPORTATION FOR ACTIVITIES

Staff members will not be required to provide transportation for student activities under any circumstances. If transportation cannot, for any reason, be provided by the Board, the activity shall be postponed or cancelled.

ARTICLE XVI
PAY FOR PROJECTS

In the event the Board of Education (or its designee) establishes or approves projects to be performed by teachers during school or recess, it shall specify the nature of the work to be performed and the compensation thereof, which compensation shall not be based on a time basis. Payment for work on projects completed in June, July or August shall be made no later than the second payroll in September; payment for work on projects completed in September or October shall be made no later than the second payroll in November; payment for work on projects completed in November, December, January or February shall be made no later than the second payroll in March; and projects completed in March, April or May shall be made no later than the second payroll in June.

A list of available summer work shall be distributed to the staff at each level.

ARTICLE XVII

EXTRA PAY FOR EXTRA DUTIES/RESPONSIBILITIES

Compensation for the following positions, if offered during the school year, shall be as follows:

	2015-16	2016-17
(A) Sports Coordinator (MS)	\$7,044	\$7,114
(B) Coordinator of Student Activities	\$8,429	\$8,514
(C) School Counselor Leader (9-12)*	\$7,044	\$7,114
(D) Chemical Hygiene (K-12)	\$4,974	\$5,024
(E) Team/Grade Leaders – Elementary, Intermediate & Middle School (In the event that the administration assigns two (2) grade level leaders for a grade, or two (2) pupil services team leaders to a school, the teachers will split the stipend and receive an additional \$700 per year each. The Board reserves its right to assign only one (1) grade level leader per grade and one (1) pupil services team leader per school. The exception to the above is when a building using the team model (i.e. Middle School) has more than one (1) team per grade level, the full stipend will be paid for each team leader.)	\$3,850	\$3,889
(F) Pupil Service Team Leaders: WHS	\$5,454	\$5,509
Pupil Service Team Leaders: WMS	\$5,454	\$5,509
Pupil Service Team Leaders: WIS	\$5,454	\$5,509
Pupil Service Team Leaders: HES	\$5,454	\$5,509
(G) Curriculum Development (per six (6) hour block)	\$222.40	\$224.63
(H) Cable Channel Coordinator	\$3,651	\$3,688
(I) Auditorium/Theatre Coordinator	\$6,556	\$6,621
(J) PBIS Coaches (per building)	\$2,750	\$2,778
(K) Marching Band Director (Memorial Day) – Middle School	\$245	\$247
(L) Marching Band Director (Memorial Day) – High School	\$245	\$247
(M) Summer Social Skills Coordinator	\$2,200	\$2,222
(N) Assistant Student Government – High School	\$2,463	\$2,488
(O) Summer Work (other than Summer School which is covered in Appendix A)/Work Outside of Regular School Day by bargaining group members assigned by Administration for direct assessment of special education students.		Hourly Rate Based on Per Diem Rate

* .2 FTE of total released time.

ARTICLE XVIII
TRAVEL

In the event teachers are authorized by the Director of Finance and Operations or his/her designee to use their cars for transportation pertaining to school activities, except on-campus travel, they shall be

reimbursed at the prevailing rate allowed by the Internal Revenue Service upon submission of a mileage statement on forms supplied by the Board. It is understood that the use of personal cars by teachers is voluntary.

ARTICLE XIX **AGENCY FEE**

- A. All teachers employed by the Board of Education will, as a condition of continued employment, 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.
- B. The Board agrees to deduct from each teacher's salary an amount equal to the Association membership dues or service fee by means of payroll deductions. Deduction for Association membership dues shall occur according to a mutually agreeable schedule. Deduction for Association service fee shall occur in equal amounts from eight (8) paychecks from and including the first paycheck in January, in accordance with the procedural requirements for the collection of agency fees pursuant to the United States Supreme Court decisions. The amount of Association membership dues shall be certified to the Board prior to the opening of school and the amount of service fee shall be certified prior to December 1 of each year.
- C. The singular reference to the "Association" in this Article shall be interpreted as referring to the Weston Teachers Association, the Connecticut Education Association, and the National Education Association.
- D. The Association agrees to indemnify and save the Board harmless from any demands, suits or other forms of liability, including the expense of legal fees and other costs, that may arise out of, or by reason of, any action taken by the Board for the purpose of complying with the provisions of this Article.

ARTICLE XX **PAYROLL DEDUCTIONS**

The Board agrees that an Authorization for Payroll Deductions will be submitted to each teacher for completion and submission to the payroll office prior to that teacher's first paycheck of the school year and shall include the option for a ten (10) or twelve (12) month payroll and provisions for the following deductions:

1. Unified Association Dues and Service Fees
2. Tri-Town Teachers' Employees Federal Credit Union
3. Disability Insurance
4. Tax Sheltered Annuity. The Board shall make available to staff opportunities for depositing funds in tax sheltered annuities as the Board may approve. Professional staff may participate in such tax sheltered annuities by signing up during an open enrollment period designated by the Board in September. Any changes in such participation may be made only in September, January or April of each year.

Participation in such tax sheltered annuities shall be subject to the requirements the Board may impose in light of IRC Section 403(b).

5. Health and Life Insurance
6. Retirement
7. Direct Deposits
8. Section 457 plan (based on the CASBO model, with an annual election and additional vendors in the future only by mutual agreement).

ARTICLE XXI

PERSONAL DAY/LEAVE WITHOUT PAY

Non-tenured teachers shall be allowed up to one (1) day of absence for personal reasons each year. Tenured teachers shall be allowed up to two (2) days of absence for personal reasons each year. For all teachers one (1) unused personal day may be carried over each year to a maximum accumulation of three (3) days. Notwithstanding any past practice to the contrary, a personal day may be used only to attend to important and necessary personal business which cannot be transacted other than during working hours. No deduction of salary shall be made for these days. After May 1 of each contract year, personal leave shall be requested in writing, stating the reason for such leave, which typically is unavoidable and non-recurring (e.g. legal, graduation, wedding, medical, other – i “other” give short explanation), at least forty-eight hours in advance of the requested leave, except in cases of emergency.

Absence for personal reasons shall not be granted for the day immediately preceding or following any holiday or vacation day listed in the school year calendar, unless approved by the Superintendent in his/her sole judgment on an application filed with him/her at least one (1) calendar week in advance of the day requested.

With due regard for the instructional needs of the District, in his/her discretion, the Superintendent may grant leave without pay in compelling circumstances, e.g., highly unusual, non-recurring.

ARTICLE XXII

RELIGIOUS HOLIDAYS

Upon the prior approval of the Superintendent, teachers shall be allowed up to two (2) days with pay per year for observance of religious holidays when these days come on a scheduled school day.

ARTICLE XXIII

EMERGENCY AND CHILDREARING LEAVE

- A. Each teacher shall be entitled to emergency leave with pay during the school year as follows:
 1. Up to five (5) days for a death in the immediate family (spouse, child, mother, father, sister, brother).

2. Up to three (3) days for the death of another relative who is a member of the teacher's household or a grandparent, grandchild, or parent-in-law, brother-in-law or sister-in-law.
 3. Up to one (1) day per school year for the death of one other relative.
 4. Up to three (3) days in the event of other emergencies not listed above upon approval of the Superintendent. Such emergency leave shall not be unreasonably denied. Additional days may be granted by the Superintendent in the event of other emergencies or extenuating circumstances.
- B.** Emergency leave days are provided for specific events, and, as such, may not be accumulated from one year to the next.
- C.** A child care leave shall be granted to a teacher with a new or newly adopted baby, subject to the following:
1. The teacher shall make a written request as soon as practicable prior to the commencement of the leave.
 2. The leave shall be without pay.
 3. The teacher shall retain the option of purchasing group life insurance by paying 100% of the premium.
 4. A teacher whose leave commences during the first semester shall return the following August or September at the commencement of the school year; a teacher whose leave commences in the second semester shall return the following or next August or September at the beginning of the school year.
 5. The Board, at its discretion, may grant a second year of child care leave.
 6. Article XXXII sets forth the obligation of a teacher on childrearing leave to file a "notice of intent to return" to active employment.
- D.** A teacher who adopts a baby shall be able to use up to thirty (30) of his/her accumulated sick days to receive the baby. The Sick Leave Bank shall not be used for the purpose of adoption.

ARTICLE XXIV
SICK LEAVE

- A.** Professional staff will be granted fifteen (15) days sick leave per year of employment. Each tenured member of the bargaining unit shall be required to donate two (2) of these fifteen (15) days to the Sick Leave Bank each year. In the event that a professional staff member is hired to begin his/her employment after the commencement of a school year, then the number of sick days available to such professional staff member in his/her first year of service shall be pro-rated to reflect his/her actual start date. The total amount of

sick leave at any point shall not exceed 187 days (i.e. accumulated carryover days plus new allotment (15) less sick bank (-2) shall not exceed 187 days total).

B. Sick Leave Bank

1. Membership in the Sick Leave Bank. All tenured certified personnel covered by this Agreement shall be eligible for membership in the Sick Leave Bank as detailed below.
2. Members' contributions. Each tenured member of the bargaining unit shall be required to donate two (2) days of accumulated sick leave to the Sick Leave Bank each year.
3. No teacher shall receive more than a lifetime maximum of the total number of days in the teacher work year as defined in Article XXIX - Work Hours/Work Year.
4. The Sick Leave Bank Committee

a. Membership

The membership of the Sick Leave Bank Committee (hereinafter 'Committee') shall consist of two administrators appointed by the Superintendent, two teachers appointed by the President of the Association, the Director of Human Resources and the President of the Association. Insofar as it is practicable, the President of the Association shall attempt to insure representation on the Committee from the Elementary, Intermediate, Middle and High Schools.

b. Term of office

The term of office of the members of the Committee shall commence on the first day of the school year and expire on the day prior to the first day of the subsequent school year. The Superintendent of Schools and the President of the Association shall name their designees, if any, not later than ninety (90) days prior to the first day of each school year.

c. Chairperson of the Committee

The Chairperson of the Sick Leave Bank Committee shall be appointed by the Superintendent and he/she shall be a voting member of the Committee.

d. Duties of the Committee

1. To consider such requests for sick leave benefits as shall come before the Committee.
2. To investigate the merits of each such request coming before the Committee.

3. To determine whether such sick leave benefits, as requested, shall be granted, in whole or in part. Sick leave benefits shall be granted from the Sick Leave Bank only when a serious illness has resulted in exhaustion of sick leave benefits and the teacher's work and attendance record is otherwise exemplary. Such determination will be made by a simple majority of votes cast by the members of the Committee after appropriate consideration and investigation. In case the vote is tied, the matter shall be decided by the Superintendent. The affected teacher may appeal an adverse decision to the Board of Education, the decision of which shall be final.
4. To conduct other relevant business, prepare reports, monitor the availability of donated sick days, and carry on any other activity deemed appropriate by the Committee.
- e. Meetings of the Committee

The Committee shall meet in September and in June and at any other time as called by the Chairperson of the Committee. In calling such a meeting, the Chairperson shall supply each member of the Committee, in writing, all available factual information concerning the application for sick leave benefits. Whenever practicable, such meetings shall be held not later than seven (7) calendar days after the Chairperson receives such application for sick leave benefits.

f. Quorum

A quorum shall consist of all members of the Committee.

g. Consideration of and action on application for sick leave benefits

In considering whether to grant sick leave benefits the Committee shall consider:

1. The nature of the illness or injury.
2. The expected date of return to work.
3. Physician's statements will be required by the Committee to corroborate the above.
4. The applicant's previous sick leave record.
5. The opinion of the applicant's principal or supervisor.
6. Any other information which the Committee deems necessary or useful in making its decision.

If sick leave benefits are granted by the Committee they shall be limited to a duration of not more than thirty (30) working days. Any application for an extension of benefits beyond the initial thirty (30) working-day period must be accompanied by a physician's statement regarding the expected date of return to work. Any extension of sick leave benefits beyond the initial thirty (30) working-day period may be granted only by vote of the Sick Leave Bank Committee.

No teacher shall receive more than a lifetime maximum of one hundred and eighty-seven (187) days from the Sick Leave Bank. The availability or unavailability of benefits under the Sick Leave Bank shall not prejudice the Board

or a bargaining unit member in the event the Board commences termination proceedings under § 10-151 of the Connecticut General Statutes for medical reasons.

A report of the use of sick leave contributed to the Sick Leave Bank shall be made annually to the Executive Board of the Association and the Superintendent of Schools by the Sick Leave Bank Committee.

- C. Professional staff with less than two (2) years service who have exhausted all of their accumulated sick leave may use up to thirty (30) additional days total for illnesses during the first two (2) years of employment by applying to the Sick Leave Bank with appropriate medical documentation. These days shall be deducted from the teacher's lifetime maximum accumulation in the Sick Leave Bank. The teacher then shall have access to an additional thirty (30) days by deducting the actual substitute pay, short-term or long-term rates as applicable, from his/her per diem salary. Non-tenured professional staff with more than two (2) years of service who have exhausted all of their accumulated sick leave may use up to sixty (60) additional days total for illness during the third and fourth year of employment by applying to the Sick Leave Bank with appropriate medical documentation. The teacher then shall have access to an additional sixty (60) days by deducting the actual substitute pay, short-term or long-term rates as applicable, from his/her per diem salary.
- D. At the commencement of and during the course of any paid or unpaid leave granted for medical reasons, including established sick leave, the Superintendent of Schools may require an employee to provide a statement from his or her physician indicating the anticipated date the employee will return to work, the nature of the illness or the disability, and the fitness of the employee to return to work. The Superintendent may require the employee to undergo an examination by a Board-appointed physician at Board expense to verify this information.
- E. Professional staff members may use up to five (5) days of their fifteen (15) annual sick leave days for family illnesses. Family shall be defined as: relatives or other persons living in the same household, and parents. Family illness days are not cumulative from year to year.
- F. All absences of unit members for any reason shall be called into the System-wide Attendance Clerk. Staff absences shall be recorded as full-day or half-day only.

ARTICLE XXV
CLASS SIZE/SPECIAL EDUCATION CASE LOADS

- A. The establishment of individual class size is a matter of Board policy.
- B. The first consideration in determining class sizes shall be furtherance of the educational philosophy of the Board of Education. Class size policy should be flexible and responsive to changing student needs.
- C. In recommending the individual class size or special education teacher's case load, each Principal should include in his or her consideration the following factors:

1. identification of student needs and recognition of the concept of flexibility in terms of establishing program and staffing to meet these needs;
 2. the economics of education;
 3. teacher individuality;
 4. physical environment;
 5. nature of subject taught.
- D.** The Superintendent will discuss with the Board of Education, at least once a year, the implications of class size. Prior to approving any change in program or course offerings, which would affect class size, the Superintendent will review the change with the Board of Education. In the event an emergency occurs which affects class size, the Superintendent will make the necessary change and report such action to the Board as soon as possible thereafter.

ARTICLE XXVI FACILITIES

Prior to the scheduled opening of school, the Board of Education shall take the necessary steps to ensure that each school building shall have the following facilities:

- A.** A teacher work area supplied with a computerized word processor and/or typewriter, duplicating equipment and supplies to aid in the preparation of instructional materials.
- B.** A clean, furnished room, which shall include a telephone and a refrigerator, and shall be designated for faculty use. The Board shall designate a private phone at each school level for teacher use.

It is recognized that the Board of Education may be faced with budget constraints, in which case the Board will make reasonable effort to ensure compliance with this Article.

ARTICLE XXVII SHARED TEACHER RESPONSIBILITIES

Attendance at all meetings at all schools for split-assignment teachers may cause undue hardship.

For teachers who are expected to teach in more than one (1) building or school, there will be reasonable expectation for assignments and attendance at the school faculty meetings, on a fractional basis reflecting the division of time spent in each school. Teachers assigned to more than one school shall be assigned a maximum of fifty (50%) percent of the contractual duties assigned to full time teachers in the building of the majority of their assignment. Travel time shall be credited toward duty time. Teachers who travel two times in one day shall have no duties. Special cases shall be considered.

ARTICLE XXVIII
OVERNIGHT FIELD TRIPS

Teachers who accompany students on overnight field trips during the school year shall receive \$112 per night total compensation. In addition, the organizer(s) of each overnight field trip shall receive an extra \$112 per night stipend. If more than one teacher organizes the field trip, that extra \$112 per night organizer stipend for that trip shall be divided equally among them. Effective July 1, 2016, the stipend will be increased to \$113.

ARTICLE XXIX
WORK HOURS/WORK YEAR

1. The work year shall consist of one hundred eighty-seven (187) days including at least seven (7) paid non-instructional days, of which four (4) paid non-instructional days shall be used to offer in-service programs. Teachers shall be required to attend the programs. Attendance shall be taken. The Association shall have representation on the district calendar committee.
2. The teacher work day is defined as fifteen (15) minutes before the starting time of students and twenty (20) minutes after the dismissal time of students. Accordingly, all teachers will be at work or at their assigned duty fifteen (15) minutes before the starting time and twenty (20) minutes after the dismissal time of the students in the school to which they are assigned. With the exception of duties as described in this Article, this time shall be free from administrative assignment. During this time, teachers are expected to use their professional judgment to balance and appropriately prioritize professional responsibilities, which include, but are not limited to: student help, parent/guardian contact, lesson preparation, PPT meetings, and other similar activities of a professional nature which teachers have participated in before and after school. In addition, teachers are also expected to be available for up to an additional sixty (60) minutes beyond the teacher work day per week for professional responsibilities, which include but are not limited to: student help, parent conferences, PPT meetings, faculty meetings, grade level or department meetings, committee work, training, and other similar activities of a professional nature which teachers have participated in before and after school. Additionally, teachers are expected to attend the Annual Back to School Night.
3. In the event the Board changes the number of hours in the work day or the number of work days in the work year in a manner which would require negotiations under state law, the parties shall negotiate the impact of this change in accordance with this provision. Such negotiations, if not amicably resolved, shall be subject to the impasse resolution procedure set forth in §§10-153b, *et seq.*, of the Connecticut General Statutes, or as hereafter amended. Six (6) hours and forty-five (45) minutes shall constitute the student day.
4.
 - a. High School teachers (grades 9 - 12) will teach not more than thirty (30) or (32) classes depending on the subject area in an eight (8) day cycle (The parties will clarify the language re: number of classes taught at the High School to reflect current practice.) and perform not more than an average

of two hundred and fifty-five (255) supervisory minutes in a eight (8) day cycle. These supervisory duties include, but are not limited to, corridor duty, a.m. hall duty, writing center, bus duty, in school suspension, study hall supervision, homeroom, and cafeteria duty. Teachers shall be guaranteed preparation time of at least four hundred and eighty (480) minutes during the student day within an eight (8) day cycle, which will be free from administrative assignment. With the remaining non-instructional/non-duty time, staff will be available to attend professional meetings which include, but are not limited to, PPTs, CSTs, 504 meetings, staffings, and student team meetings.

- b. High School teachers shall continue to meet with students to provide extra instruction during unassigned times. To this end, teachers shall post written schedules of availability indicating the time and place for providing extra instruction and shall provide a copy of this posting to the high school principal. Each full-time teacher will post a minimum of two hundred and twenty four (224) minutes of availability during an eight (8) day cycle. Part time teachers and shared teachers shall post a pro rata amount of availability time based on their fractional FTE. If teachers schedule at least forty-five (45) minutes of availability before or after school, this amount shall be credited as one (1) period against the minimum availability requirements.
- c. Middle School teachers (grades 6 - 8) will teach not more than twenty-five (25) periods in a five (5) day cycle and perform not more than an average of one hundred (100) supervisory duty minutes per week. These supervisory duties include, but are not limited to, a.m. hall duty, cafeteria, bus, in school suspension, study hall and home room. In the event that a PBIS/SOAR (advisory) program is offered, there shall be no preparation, grading, evaluation responsibilities or any other type of work associated with this period outside of the period itself. Teachers shall be guaranteed preparation time of at least three hundred (300) minutes weekly during the student day, which will be free from administrative assignment. With the remaining non-instructional/non-duty time, staff will be available to attend professional meetings which include, but are not limited to, PPTs, teacher team meetings, parent meetings, staffings, and 504 meetings.
- d. At the Elementary and Intermediate schools, teachers shall not be assigned more than an average of thirty (30) minutes of supervisory duty per week calculated over a school year. These supervisory duties include, but are not limited to, homeroom, a.m. and p.m. bus duty, recess and cafeteria duty. In addition, teachers may be assigned to perform duties, beyond the above referenced thirty (30) minutes, during the fifteen (15) minutes before the starting time of students and twenty (20) minutes after the dismissal time of students. Except for World Language classes in grades K-2 where the duration of the class is fifteen (15) minutes or fewer, Elementary and Intermediate School teachers shall not be required to remain with their classes while students are with special subject teachers in health, physical education, art, music, library, world language and computer education. This time shall be used as preparation time, except that kindergarten teachers may

be requested to remain with their students during computer education. Teachers shall be guaranteed preparation time of at least three hundred (300) minutes weekly during the student day, which will be free from administrative assignment. With the remaining non-instructional/non-duty time, staff will be available to attend professional meetings which include, but are not limited to, PPTs, CSTs, SSTs, 504 meetings, staffings, student team meetings, grade level meetings and EIP meetings. Specialists' preparation time blocks shall be a minimum of twenty (20) minutes to be counted toward the minimum three hundred (300) minutes weekly.

- e. Reasonable effort will be made to equalize the distribution of encumbered responsibilities for full and part-time teachers. A teacher teaching less than the full load established for his/her FTE may be required to assume added supervisory responsibilities equal to the difference between his/her actual load and a full load.
- f. In the event the Board changes the number or configuration of periods at the high school or middle school as set forth in subsections 5(a) and (b), the parties agree to negotiate the impact of this change in accordance with §§10-153b, *et seq.*, of the Connecticut General Statutes.

ARTICLE XXX **TUITION REIMBURSEMENT**

The following program of tuition reimbursement shall be available to members of the bargaining unit (for information on credit for placement on the salary schedule, see Article XI(D)):

1. Teachers shall apply for pre-approval of graduate course work which would lead to a degree, lead to additional certification endorsement, or be a course within their subject area or related to a goal pursuant to the evaluation plan. Such application for any year shall be made by the close of business on January 31.
2. Teachers must successfully complete the course work with a B grade or better or pass in a pass/fail course and submit their transcript in June for reimbursement.
3. The Board shall budget \$65,000 annually for tuition reimbursement commencing for course work approved for the contract year(s) of this Agreement, which amount shall increase to \$70,000 in 2016-2017. No teacher shall receive more than 75% of the cost per credit hour for up to a maximum of fifteen (15) credits per year. The method and timing of reimbursement of these funds shall be determined annually by the parties.

ARTICLE XXXI **PUBLICATION OF CONTRACT**

Costs of publishing this Agreement in written form shall be borne by the Board. The Board shall provide a copy to all teachers no later than thirty (30) days after implementation. Any teacher hired during the school year shall be provided a copy of this Agreement at the time of initial employment.

ARTICLE XXXII
NOTICE OF INTENT TO RETURN

An employee intending to return from a paid or unpaid leave at the commencement of an academic year shall file a notice of such intention with the Superintendent of Schools on or by February 1 preceding the scheduled date of return if such leave commenced on or prior to December 31; and by March 1 preceding the scheduled date of return if such leave commenced on or after January 1. Employees required to return from leave on a date other than at the commencement of an academic year shall file a notice of intent by or on the date established by the Board of Education or the Superintendent at the commencement of the leave. The employee shall be informed of this contractual obligation at the time that he/she received written notice of the granting of the leave and at least 30 days prior to the "notice of intent to return" date by correspondence sent to the employee's last known address by certified mail with a return receipt requested. An employee who fails to file a notice of intent to return with the Superintendent of Schools by the required date shall be deemed to have resigned from the employ of the Board of Education effective on the notice of return due date. This provision shall not apply to any sick leave, paid or unpaid, granted under this Agreement.

ARTICLE XXXIII
EARLY RETIREMENT INCENTIVE PLAN

1. Any professional staff member whose age and years of teaching total 75, who is at the top step of the Weston Teachers' Salary Schedule, and who will be at least 55 years old as of the date of retirement is eligible to retire early. "Years of teaching" shall be that service recognized by the Connecticut Retirement System. The maximum number of professional staff who may elect to retire early for any school year shall be 7% of the professional staff employed for the preceding school year, rounded down to the next lower whole number. For computation, the number of professional staff shall be deemed to be the total number of such staff positions regardless of the number of actual persons employed to fill such positions.

2. Notice of election to retire must be filed with the Superintendent's office by the December 15th preceding the date of retirement; the priority of applications for early retirement shall be based upon the date received at the office of the Superintendent. Each notice of election to retire early shall be accompanied by a letter of resignation, effective at the end of the school year in which written. The letter of resignation shall be irrevocable unless the teacher's resignation is filed after the maximum number of teachers (7% of the staff) have submitted their notice of election to retire. An employee who has submitted a notice of election to retire and who experiences a personal or medical emergency may request that the Board rescind his or her election to retire by appealing to the Board by April 1 prior to the date of retirement, and any such rescission shall be at the Board's discretion.

3. The retiring professional staff member shall receive the same medical insurance coverage that is applicable to the professional staff, so long as the insurance carriers permit such coverage, provided however, that such insurance shall terminate six (6) calendar years after the effective date of retirement, and provided further that the retiree shall pay to the Board monthly in advance, 25% of the cost of such applicable insurance.

4. The benefits under this Article shall be available only to members of the bargaining unit who are employed and actually commenced work on or before June 30, 1991.

ARTICLE XXXIV **FRACTIONAL ASSIGNMENTS**

Should the Board need to hire additional fractions of positions and wish to offer these fractional assignments to existing teachers, the following procedure shall apply:

- a. The Board shall identify the additional fractional assignments it needs prior to building the schedule. The fractional assignments shall be posted.
- b. Interested staff members may apply for the fractional assignments. The fractional assignment will be deducted from the teacher's preparation time. It shall not replace duties. Curriculum Instructional Leaders may not use Curriculum Instructional Leader release periods for fractional assignments.
- c. Fractional assignments shall be awarded by the Administration to tenured staff who are certified and performing successfully pursuant to the evaluation plan. Every attempt shall be made to rotate fractional assignments among interested and qualified staff members. If no tenured certified staff member who is performing successfully pursuant to the evaluation plan has applied for the fractional assignment during the posting period, the Administration may award such fractional assignment to a non-tenured staff member.
- d. Teachers shall be compensated for fractional assignments based on the proration of the assignment calculated using their per diem rate in the year in which the assignment occurs.

ARTICLE XXXV **COMPENSATION FOR ADDITIONAL PROFESSIONAL RESPONSIBILITIES**

A. Mentor Teachers

1. A mentor teacher in the TEAM Program assigned a mentee shall receive the following annual stipend: \$300, or the amount received from the State, whichever is greater, per mentee in the first year of the TEAM Program and \$600 per mentee in the second year of the TEAM Program.
2. A teacher who reviews TEAM modules shall receive \$50 per module review provided such review is authorized by the Superintendent of his or her designee.

B. National Teacher Certification

1. Teachers who successfully complete the certification process through the National Board of Professional Teaching Standards (the “National Board”) shall receive up to \$2,600 (less any reimbursement received by the teacher from the State of Connecticut) of their application fee refunded by the Board upon proof of certification and after the teacher has remained in the employ of the Board for a period of one (1) year from the date of certification.
2. In each subsequent year of their employment, teachers who become nationally certified by the National Board shall receive an additional stipend added to their base compensation of \$500.
3. The teacher applying for National Board Certification shall file a copy of his or her application with the Board within thirty (30) days of the filing with the National Certification Board.

ARTICLE XXXVI
CURRICULUM INSTRUCTIONAL LEADERS

A. The parties recognize that the Board may modify the structure of curriculum instructional leaders and the Association may negotiate the impact of any structural change on mandatory subjects of bargaining. The “mentoring” component may vary annually depending on the number of teachers in the department, state mandates, curriculum issues and other needs of the department. The Association will receive notice of any changes.

1. The Board created the following Curriculum Instructional Leader positions with release time:

K-5	Language Arts/Social Studies	1.0
K-5	Math/Science	1.0
6-12	Math	0.5
6-12	Science	0.5
6-12	Language Arts/English	0.5
6-12	Social Studies	0.5
K-12	World Languages	0.4
K-12	Visual/Performing Arts	See attached MOU
K-12	Physical Education/Health	0.4

2. All Curriculum Instructional Leaders shall be required to work four (4) additional non-instructional days in each work year, for a total of one hundred ninety-one (191) days at the per diem rate of \$484 for the 2015-16 school year and \$489 for the 2016-17 school year. For the 2015-16 school year this amount shall be \$1,936 and for the 2016-17 school year this amount shall be \$1,956. These days shall be scheduled at a mutually agreeable time between the Curriculum Instructional Leader and the Assistant Superintendent.

3. A Duties and Responsibilities Index shall be based on a formula of release periods and shall be used for compensation. This Index, plus the compensation for the four additional days shall comprise the total compensation.

CURRICULUM INSTRUCTIONAL LEADERS

Title	Grades	Release Time	Year Comp. is Effective	Additional Work Days (4)	Duties & Responsibilities Index	Total
LA/Social Studies	K-5	1	2015-16	\$1,936	\$10,567	\$12,503
			2016-17	\$1,956	\$10,672	\$12,628
Math/Science	K-5	1	2015-16	\$1,936	\$10,567	\$12,503
			2016-17	\$1,956	\$10,672	\$12,628
LA/English	6-12	0.5	2015-16	\$1,936	\$5,283	\$7,219
			2016-17	\$1,956	\$5,336	\$7,292
Social Studies	6-12	0.5	2015-16	\$1,936	\$5,283	\$7,219
			2016-17	\$1,956	\$5,336	\$7,292
Math	6-12	0.5	2015-16	\$1,936	\$5,283	\$7,219
			2016-17	\$1,956	\$5,336	\$7,292
Science	6-12	0.5	2015-16	\$1,936	\$5,283	\$7,219
			2016-17	\$1,956	\$5,336	\$7,292
World Languages	K-12	0.4	2015-16	\$1,936	\$4,227	\$6,163
			2016-17	\$1,956	\$4,269	\$6,225
Visual/Performing Arts	K-12	See MOU		\$1,936 \$1,956		See MOU
Physical Education/Health	K-12	0.4	2015-16	\$1,936	\$4,227	\$6,163
			2016-17	\$1,956	\$4,269	\$6,225

CURRICULUM INSTRUCTIONAL LEADERS
FORMULA

	Effective					
1	2015-16	\$1,936	+	\$10,567	=	\$12,503
	2016-17	\$1,956		\$10,672		\$12,628
0.5	2015-16	\$1,936	+	\$5,283	=	\$7,219
	2016-17	\$1,956		\$5,336		\$7,292
0.4	2015-16	\$1,936	+	\$4,227	=	\$6,163
	2016-17	\$1,956		\$4,269		\$6,225
0.2	2015-16	\$1,936	+	\$2,113	=	\$4,049
	2016-17	\$1,956		\$2,135		\$4,091

4. In consultation with the Association, the Board may establish specific program initiatives in future years, with such released time for the responsible Curriculum Instructional Leader(s).
5. The parties shall discuss whether and how duties for Curriculum Instructional Leaders shall be modified in view of their responsibilities.
6. For purposes of curriculum integration and development, the Library Media teachers shall be grouped with the Language Arts/Social Studies and Language Arts/English. The Technology Education teachers shall be grouped with the Math/Science. Consumer Education shall be grouped with Physical Education/Health.
7. All CIL positions shall be posted every two years.

ARTICLE XXXVII
REQUIREMENTS FOR PHYSICAL EDUCATION TEACHERS

Physical education teachers who are assigned to teach swimming instruction must hold a current Red Cross Life Guard Certification, or its equivalent (as determined by the district). In addition, all teachers holding a physical education certification will be required to: (1) be certified in cardiopulmonary resuscitation, pursuant to section 19a-113a-1 of the regulations of Connecticut state agencies, as amended from time to time, and (2) complete a course in first aid offered by the American Red Cross, the American Heart Association, the Department of Public Health or any director of health. The district will assume the costs for the certifications and courses described in this Article and will compensate the teacher at the curriculum hourly rate of payment for the hours of time required outside of his/her contractual time to complete such certifications and courses.

The terms and conditions of this Agreement supersede the terms and conditions in any other existing side letters to the extent such side letters contradict the provisions of this Agreement.

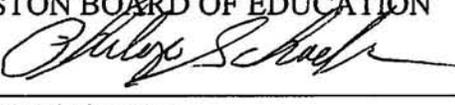
IN WITNESS WHEREOF, the parties hereunto have caused these presents to be executed by their proper officers, hereunto duly authorized, and their signatures affixed hereto as of the 17th day of August, 2015.

WESTON TEACHERS' ASSOCIATION

By 
 Its President

Date 8/19/15

WESTON BOARD OF EDUCATION

By 
 Its Chairperson

Date 7/24/15

APPENDICES

Schedule A: Co-Curricular, Theater Arts, Athletic Salary Schedules

Schedule B: Teachers' Salary Schedules
2015-2016, 2016-2017

Schedule C Medical Benefits for Teachers

Schedule D: Co-Curricular Assignment Agreement

SCHEDULE A
CO-CURRICULAR ASSIGNMENTS*

	<u>ACTIVITY</u>	2015-16	2016-17
I.	Faculty Manager - High School	\$6,199	\$6,261
	A. Yearbook - High School	\$3,100	\$3,131
	Company Advisor	\$4,974	5,024
II.	Faculty Manager - Middle School		
	Show Choir - Middle School		
	Student Council - High School		
	Jazz Ensemble (2) - Middle School		
	Chamber Orchestra - Middle School		
	Student Association - Middle School	\$4,194	\$4,235
III.	Faculty Manager - Elementary School		
	Academic Decathlon		
	Yearbook - Middle School		
	Computer Production - High School	\$3,651	\$3,688
IV.	Environmental Club - Elementary		
	Senior Class Advisor (2)		
	Intramurals - Middle School (2)	\$3,112	\$3,143
V.	Odyssey of the Mind		
	Math League - Middle School		
	Mock Trial - HS		
	Science Olympiad		
	Intramurals - High School (2)	\$2,784	\$2,811
VI.	Marching/Pep Band - High School	\$2,395	\$2,419
VII.	Math League Assistant - Middle School		
	Junior Class Advisor (2)	\$2,098	\$2,119
VIII.	Literary Magazine - High School		
	Literary Magazine - Middle School		
	Newspaper - High School**		
	Newspaper - Middle School**		
	Sophomore Class Advisor (2)	\$1,254	\$1,266
IX.	Freshman Class Advisor (2)		
	Mentorship - Middle School		
	Writing Club Advisor - Middle School (2)		

<u>ACTIVITY</u>	2015-16	2016-17
Peer Advisors - High School		
Community Service Advisor	\$758	\$765
X. Marching Addition to Pep Band		
Honor Society - High School		
Key Club - High School		
 Per Hourly Activities:		
Independent Instruction, per hour	\$82.90	\$83.73
Elementary Activities, per hour***	\$38.76	\$39.15
Middle School Activities***		
Mock Trial - MS		
High School Activities***		
Summer School	\$54.93	\$55.48
Other: Positive Life Choice (40 hours)	\$38.76	\$39.15
S.O.D.A. (20 hours)		
J.S.A. (20 hours)		
J.E.T.S. (20 hours)		
Marching Band Director - Middle School (4 hours)		
HOW (Environmental Club) - High School (20 hours)		
Morning Show - Middle School (90 hours per year)		

*The listing of the positions in each category is for the purpose of determining remuneration for the particular position and does not constitute the official creation or maintenance of the particular position by the Board of Education.

**Minimum of four issues per year. If fewer than four, annual stipend to be prorated based on number of issues.

***The following are guidelines for additional hours:

1. Faculty members may submit a proposal for a club and/or activity to the principal for approval.
2. The proposal shall include the type of activity and number of hours of student contact time during the school year.
3. The principal shall approve or deny the proposal in writing.
4. Each of the three levels listed above shall have a total limit of 40 hours.

SCHEDULE A: THEATRE ARTS STIPENDS

	<u>Position</u>	2015-16	2016-17
I.	Director, Musical, H.S. Director, Musical, MS	\$4,974	\$5,024
II.	Director, Drama, HS	\$4,194	\$4,235
III.	Producer, Musical, HS Producer, Musical, MS Producer, Drama, HS	\$3,111	\$3,142
IV	Set Construction Supr., Musical, HS Set Construction Supr., Drama, HS Set Construction Supr., MS Set Decoration Supr., Musical, HS Set Decoration Supr., Drama, HS Set Decoration Supr., MS	\$2,784	\$2,811
V.	Pit Conductor, HS Pit Conductor, MS Vocal Director, HS Vocal Director, MS Choir Director, HS	\$2,647	\$2,674
VI.	Choreographer, HS Choreographer, MS Accompanist, HS Accompanist, MS Costumer, Musical, HS Costumer, Drama, HS Costumer, Musical, MS Lighting Supr., Musical, HS Lighting Supr., Drama, HS Lighting Supr., MS	\$1,664	\$1,681
VII.	Stage Manager, Musical, HS Stage Manager, Drama, HS Stage Manager, MS Sound Supr., Musical, HS Sound Supr., Drama, HS Sound Supr., MS	\$1,298	\$1,311
VIII	Backstage Manager, HS Backstage Manager, MS	\$801	\$809

ATHLETIC SALARY SCHEDULE 2015-2017

FY 2015-2016

Steps	1 Year	2 Year	3 Year	4 Year	5 Year
I.	6,963	7,219	8,252	8,767	9,025
II.	6,704	6,963	7,219	7,736	7,993
III.	5,157	5,416	5,673	6,189	6,704
IV.	4,126	4,383	4,900	5,157	5,544
V.	3,094	3,352	3,867	4,126	4,383
VI.	2,836	3,094	3,352	3,610	4,126
VII.	2,579	2,836	3,094	3,352	3,610

FY 2016-2017

Steps	1 Year	2 Year	3 Year	4 Year	5 Year
I.	7,033	7,292	8,334	8,854	9,116
II.	6,771	7,033	7,292	7,813	8,073
III.	5,209	5,470	5,730	6,251	6,771
IV.	4,167	4,427	4,949	5,209	5,599
V.	3,125	3,386	3,906	4,167	4,427
VI.	2,864	3,125	3,386	3,646	4,167
VII.	2,604	2,864	3,125	3,386	3,646

APPENDIX A-1
Coaching Categories

- I. Head Football

- II. Head Basketball - Boys
Head Basketball - Girls
Head Boys Swim
Head Indoor Track

- III. Head Wrestling
Head Gymnastics
Head Baseball
Head Softball
Head Lacrosse - Boys
Head Lacrosse - Girls
Head Outdoor Track - Boys
Head Outdoor Track - Girls
Head Field Hockey
Head Swim - Girls
Head Soccer - Boys
Head Soccer - Girls
Head Volleyball
Head Ice Hockey

- IV. Head Skiing - Boys
Head Skiing - Girls
Head Cross Country - Boys
Head Cross Country - Girls
Head Boys Tennis
Head Girls Tennis
Head Golf
Football Assistant (4)
Basketball Assistant - Boys
Basketball Assistant - Girls
Head Cheerleading Winter

- V. Head Cheerleading Fall
Volleyball Assistant (2)
Field Hockey Assistant (2)
Soccer Assistant - Boys (2)
Soccer Assistant - Girls (2)
Swim Assistant - Boys
Swim Assistant - Girls
Wrestling Assistant
Gymnastics Assistant

Ski Assistant
Baseball Assistant
Softball Assistant
Lacrosse Assistant - Varsity
Lacrosse Assistant - Boys (2)
Lacrosse Assistant - Girls (2)
Track Assistant - Boys (1.5)
Track Assistant - Girls (1.5)
Indoor Track Assistant (3)
Cross Country Assistant
Cheerleading Assistant (winter)
Freshman Football
Weight Trainer (winter)
Diving - Boys
Diving - Girls

- VI. Freshman Baseball
Freshman Basketball - Boys
Freshman Basketball - Girls
Freshman Field Hockey
Freshman Lacrosse - Boys
Freshman Lacrosse - Girls
Freshman Soccer - Boys
Freshman Soccer - Girls
Freshman Softball
Freshman Volleyball
Weight Trainer (fall, spring, summer)
Middle School Coaches (winter)
Middle School Fitness Position (winter)
Cheerleading Assistant (fall)
- VII. Middle School Coaches (fall/spring)
Middle School Fitness Position (fall/spring)

**SCHEDULE B-1
WESTON TEACHERS' SALARY SCHEDULE
2015-2016**

<u>STEP</u>	<u>BA</u>	<u>MA</u>	<u>MA+15</u>	<u>MA+30</u>	<u>MA+45</u>	<u>MA+60</u>	<u>MA+75</u>
1	50,094	54,992	57,497	59,991	62,488	64,988	67,484
2	51,865	56,864	59,991	62,486	64,986	67,484	69,985
3	53,743	58,738	62,488	64,986	67,484	69,985	72,477
4	57,491	62,486	64,986	67,478	69,979	72,477	74,982
5	59,991	64,986	67,478	69,979	72,477	74,982	77,472
6	62,486	67,478	69,979	72,477	74,982	77,472	79,975
7	64,986	69,979	72,477	74,982	77,472	79,975	82,471
8	69,999	72,477	74,982	77,472	79,975	82,471	84,970
9		74,982	77,472	79,975	82,471	84,970	87,466
10		79,975	82,471	84,970	87,466	89,966	92,463
11		82,471	84,970	87,466	89,966	92,463	94,961
12		84,970	87,466	89,966	92,463	94,961	97,460
13		87,466	89,966	92,463	94,961	97,460	99,956
14		89,966	92,463	94,961	97,460	99,956	102,459
15		92,463	94,961	97,460	99,956	102,459	104,959
16		98,511	101,104	101,874	102,459	104,959	107,421
17				106,287	108,883	111,440	114,062

* Placements on the MA+15 and MA+45 tracks will not be made after July 1, 2011, and provided further that teachers placed on these tracks may remain on those tracks.

** All teachers not on the maximum advance one step.

*** In the event that a settlement or arbitrated award results in a higher step or lane on the salary schedule being paid less than a lower step or lane, the higher step or lane will be adjusted to be paid more than the lower step or lane.

Stipend for PhD/EdD: \$2,244

**SCHEDULE B-2
WESTON TEACHERS' SALARY SCHEDULE**

2016-2017

<u>STEP</u>	<u>BA</u>	<u>MA</u>	<u>MA+15</u>	<u>MA+30</u>	<u>MA+45</u>	<u>MA+60</u>	<u>MA+75</u>
1	50,630	55,580	58,112	60,633	63,157	65,683	68,206
2	52,420	57,472	60,633	63,155	65,681	68,206	70,734
3	54,318	59,366	63,157	65,681	68,206	70,734	73,253
4	58,106	63,155	65,681	68,200	70,728	73,253	75,784
5	60,633	65,681	68,200	70,728	73,253	75,784	78,301
6	63,155	68,200	70,728	73,253	75,784	78,301	80,831
7	65,681	70,728	73,253	75,784	78,301	80,831	83,353
8	70,748	73,253	75,784	78,301	80,831	83,353	85,879
9		75,784	78,301	80,831	83,353	85,879	88,402
10		80,831	83,353	85,879	88,402	90,929	93,452
11		83,353	85,879	88,402	90,929	93,452	95,977
12		85,879	88,402	90,929	93,452	95,977	98,503
13		88,402	90,929	93,452	95,977	98,503	101,026
14		90,929	93,452	95,977	98,503	101,026	103,555
15		93,452	95,977	98,503	101,026	103,555	106,082
16		99,565	102,186	102,964	103,555	106,082	108,570
17				107,424	110,048	112,632	115,282

* Placements on the MA+15 and MA+45 tracks will not be made after July 1, 2011, and provided further that teachers placed on these tracks may remain on those tracks.

** All teachers not on the maximum advance one step.

*** In the event that a settlement or arbitrated award results in a higher step or lane on the salary schedule being paid less than a lower step or lane, the higher step or lane will be adjusted to be paid more than the lower step or lane.

Stipend for PhD/EdD: \$2,266

SCHEDULE C
MEDICAL BENEFITS FOR TEACHERS
BENEFIT SUMMARY STATEMENT
FOR ELIGIBLE EMPLOYEES OF THE BOARD

Weston Board of Education
High Deductible Health Plan (HD-HSA)

	In-Network	Out-of-Network
Annual Deductible (Individual/Aggregate Family)	\$2000/4000 Combined In & Out-of-Network	
Co-insurance	N/A	20% after deductible up to co-insurance maximum
Preventive Care	Deductible not applicable	20% co-insurance after deductible, subject to co-insurance limits
Prescription Drugs	Covered as any other expense (subject to the deductible) Effective 7/1/16, after deductible \$5/25/40 (2x retail for mail)	Covered as any other expense (subject to the deductible and co-insurance)
Co-insurance Maximum (Individual/Aggregate Family)	N/A	\$2000/4000
Cost Share Maximum (Individual/Aggregate Family)	\$2000/4000 Effective 7/1/16 \$2500/5000	\$4000/8000
Lifetime Maximum	Unlimited	Unlimited

The Board will fund the applicable deductible amount at fifty percent (50%) in each of 2015-2016 and 2016-2017 for each full-time teacher covered under the High Deductible/HSA plan (with pro-rated funding of the deductible for part-time teachers). The Board's contribution toward the HSA deductible will be deposited into the High Deductible/HSA accounts on September 1 of each such contract year or, if September 1 is not a business day, on the next business day thereafter. The parties acknowledge that the Board's contribution toward the funding of the High Deductible/HSA 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 High Deductible/HSA deductible for retirees or other individuals upon their separation from employment. In the event that a member elects the High Deductible/HSA plan after the start of the plan year, the Board's contribution toward the funding of the deductible shall be pro-rated for that year.

The parties shall establish a Health Insurance Issues Study Committee, composed of three (3) members appointed by the Superintendent and of three (3) members appointed by the President of the Association, and co-chaired by the Director of Human Resources/Internal Counsel and the President of the Association. The charge of the Committee shall be to study and report back to the Board and the Association on current developments in employer-provided health insurance plans, including alternative delivery models (e.g., private exchanges, public exchanges) as may be permitted by law. The Committee shall commence its work no later than January, 2016, and it shall report back to the Board and the Association no later than March 1, 2016. Establishment of such Committee is subject to the exclusion of the Committee's proceedings from the requirements of the Freedom of Information Act.

SCHEDULE C (continued)
Rx Plan Specification for
Weston Board of Education

The following attributes are for the plan in Weston:

- Three-tier prescription drug program
- Effective July 1, 2016, after deductible is met, in network retail copay at \$5 generic, \$25 preferred brand and \$40 non-preferred. Prior to July 1, 2016, in-network prescriptions covered as any other service (subject to deductible and co-insurance). For duration of contract, out-of-network prescriptions covered as any other out-of-network expense (subject to deductible and co-insurance).
- Mail Order Copay at two times retail copay.
- No prior approval on drugs
- Concurrent review for manufacturers' dosage limits, drug interaction and manufacturers' approval programs
- Mandatory generic substitution with physician override
- Up to 30 days at retail per fill (1 x Copay)
- Up to 90 days at mail order per fill (2x Copay)
- Unlimited Annual Maximum
- Experimental cancer drugs covered for cancer (ongoing Stage 3 clinical trials). Other drugs require FDA approval.
- Conforms to Federal and Connecticut State Mandates
- Formulary to provide minimal disruption from existing usage
- Coverage to exclude cosmetic uses, smoking cessation and non-legend drugs

SCHEDULE D

**WESTON BOARD OF EDUCATION
Weston, Connecticut**

CO-CURRICULAR ASSIGNMENT AGREEMENT

1. _____ (to whom the term "advisor" hereinafter refers), employed as _____ in the co-curricular program at the _____ school in the Town of Weston, Connecticut, is hereby notified that the Board of Education of Weston, Connecticut, subject to paragraph 2 below, has voted and hereby agrees in accordance with the prevailing co-curricular salary schedule and co-curricular salary policies, to pay advisor for his/her co-curricular advisorship during the school year commencing _____, at a salary of \$_____, payable upon completion of his/her duties relating to said co-curricular activity as defined in the job description of said activity and the submission of a report as directed by the Athletic Director. Salary shall be subject to required social security taxes.

2. If it is necessary to terminate this Agreement prior to completion of assigned activity, the advisor's salary shall be prorated accordingly.

3. This salary agreement shall become operative when properly signed in duplicate and one copy returned by the advisor to the office of the Superintendent of Schools.

SIGNED:

Advisor: _____

Principal _____

Date: _____

Date: _____

FOR THE BOARD OF EDUCATION:

Director of Finance and Operations: _____ Date: _____

MEMORANDUM OF UNDERSTANDING
between
THE WESTON BOARD OF EDUCATION
and
THE WESTON TEACHERS' ASSOCIATION

The Weston Board of Education (the "Board") and the Weston Teachers' Association (the "Association") agree that the Memorandum of Agreement dated September 2005 is terminated and replaced in its entirety by the following:

In the negotiations for the contract between the Board and the Association effective July 1, 2012 to June 30, 2015 ("the Contract"), the parties agreed that the Board of Education can increase instructional time at HES and WIS up to 1500 minutes per week without needing to engage in additional bargaining. The baseline instructional time will be a maximum of 1500 minutes per week. K-5 teachers will be considered full-time so long as they are assigned a minimum of 1440 instructional minutes per week. Teachers assigned between 1440 and 1500 minutes of instructional time per week will not receive additional compensation. Teachers assigned fewer than 1440 instructional minutes will be assigned FTE proportional to the percentage of instructional time as a percentage of 1440 minutes and their non-instructional time will likewise be reduced.

The Superintendent's Committee to discuss how to balance and prioritize professional responsibilities at the Pre-K-5 level shall continue, and there shall be an additional Superintendent's committee to discuss the balancing and prioritization of professional responsibilities at the 6-12 level.

During negotiations for the contract effective July 1, 2006 to June 30, 2009 the parties agreed that teachers on the BA+15 schedule at that time are permitted to remain there until they are eligible to move to the MA column, in accordance with the schedule below:

Table with 3 columns: STEP, 2015-16 BA+15, 2016-17 BA+15. Rows 1-8 showing salary values.

WESTON TEACHERS' ASSOCIATION

By [Signature] Its President

Date: 8/19/15

WESTON BOARD OF EDUCATION

By [Signature] Its Chairperson

Date: 7/24/15

MEMORANDUM OF UNDERSTANDING
Between
The Weston Board of Education
And
Weston Teachers' Association

The Weston Board of Education (the "Board") and The Weston Teachers Association (the "WTA") hereby enter into the following Memorandum of Understanding for the 2014-2015 school year regarding the position of Curriculum Instructional Leader ("CIL") for Visual and Performing Arts:

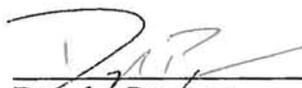
1. The existing position of CIL for Fine and Performing Arts will be renamed CIL for Visual and Performing Arts.
2. The duties of the CIL for Visual and Performing Arts shall include all of those currently performed by the CIL for Fine and Performing Arts in the areas of the fine arts and music. In addition, the duties of CIL for Visual and Performing Arts shall include responsibility for the K-12 curricular and co-curricular theater arts program.
3. To ensure a smooth transition, Liz Morris will be assigned the CIL for Visual and Performing position which will not be posted for the 2014-2015 school year.
4. The release time for the CIL for Visual and Performing Arts shall be 0.6 FTE.
5. The total compensation for the CIL for Visual and Performing Arts shall be as follows for the 2014-2015 school year:

(a) Four Additional Work Days:	\$1,916
(b) Duties and Responsibilities Index:	\$6,277.50
Total:	\$8,193.50

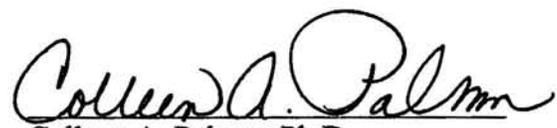
6. All other terms and conditions of employment for the CIL for Visual and Performing Arts shall be as stated in the collective bargaining agreement between the Board and the WTA.
7. This Agreement shall expire on June 30, 2015 and is subject to ratification by the Board. The parties will negotiate a memorandum of understanding regarding the release time and compensation for the CIL for Visual and Performing Arts position to take effect on July 1, 2015.

Weston Teachers Association:

Board of Education:



 Douglas Pregman
 President



 Colleen A. Palmer, Ph.D.
 Superintendent of Schools

Date: 8/19/15

Date: July 24, 2015

