

## RESOLUTIONS

(1)

**RESOLVED:** That upon the request of at least 20 electors of the Town of Westport pursuant to Section C5-C6 of the Town Charter, an Ethics Code for the Town of Westport as prepared by the League of Women Voters of Westport is hereby adopted. (First reading. Full text is as follows.)

### Ethics Code for the Town of Westport

#### **Preamble**

This code seeks to establish clear standards of ethical conduct for all who serve the town of Westport. These include, but are not limited to, all town officials and employees, whether elected or appointed, paid or unpaid.

The code sets forth guidelines, standards, and limitations consistent with the best interest of the Town of Westport, while supporting participation in Town government by the dedicated individuals on whom the Town relies. It also establishes procedures for enforcement.

Candidates for elective or appointive office or for Town or board employment shall familiarize themselves with this code and disclose during the process of election, appointment or employment anything addressed in this code that might impair their ability to perform in the office or position that they seek or for which they are being considered.

#### **Conflict of Interest**

In order to avoid conflicts of interest, any official or employee of the Town shall refrain from participation in any Town, board, or agency matter in which he or she has a financial or personal interest, whether direct or indirect.

#### **Use of Town Property**

No official or employee shall use, or permit the use of, Town property of any nature, including vehicles, supplies, and real property for the benefit of himself or herself, except when such property is made available to the general public and then on terms and conditions not more favorable than those available to the general public.

#### **Use of Town Services**

No official or employee shall use or permit the use of town services of any nature except for the benefit of the town.

#### **Use of Town Position**

No official or employee shall use his or her position, or knowledge acquired through that position which is not available to the general public, for the purpose of obtaining or furthering a financial or personal interest, whether direct or indirect.

### Gifts and Other Things of Value

No official or employee or member of his or her family or any business with which he or she is associated shall solicit or accept anything, including gifts, loans, services, rewards, or promises of employment, that could reasonably be expected to influence the action or judgment of the official or employee in any Town or board matter.

### Disclosure and Recusal

Whenever a matter arises in which an official or employee may have a conflict of interest, the official or employee shall disclose it to his or her board or supervisor and shall abstain from participation in the deliberation, decision-making and action with respect to the matter unless and until he or she procures an advisory opinion under this code that provides otherwise.

### Ethics Council: Organization and Administration:

- A. **Appointment and composition of Council on Ethics.** The Council shall consist of five electors of the Town who shall serve without compensation. No more than three shall be registered in the same political party. No member shall serve on any board other than the Council or as an employee during his or her term of service on the Council. Members shall be appointed to the Council, and vacancies filled, by the Board of Selectmen.
- B. **Terms of service.** Except as otherwise provided in this and the following subsection, members shall serve for terms of three years. Service shall be limited to two successive full three-year terms. After a lapse of one year, a former member shall again be eligible for appointment. Terms shall commence on December 1. Members shall serve until their successors take office. Any term that would otherwise expire during the pendency of a Council Proceeding shall automatically be extended to the end of that proceeding.
- C. **Initial appointments.** Initial appointments shall be for staggered terms ending as follows: two on November 30, 2015, two on November 30, 2014, and one on November 30, 2013.
- D. **Election of officers.** The council shall elect annually a Chair, a Vice-Chair, and a Secretary.
- E. **Frequency of meetings, quorum, and duties of officers.** Meetings shall be held as needed and in any event at least semi-annually. A majority shall constitute a quorum for the conduct of business except as provided elsewhere in this Code. The Chair shall call and preside over meetings; the Vice-Chair shall preside over meetings in the absence of the Chair. The Secretary shall keep minutes of meetings and shall file agendas and minutes with the Town Clerk.
- F. **No inquiry on Council's own initiative.** The Council shall have no authority to present matters for inquiry or investigation on its own initiative.
- G. **Access to Town records and personnel.** In furtherance of its duties, the Council shall have access to Town records and personnel as permitted by law. The Council may request assistance from any official or employee and retain others to aid it in pursuing any investigation.
- H. **Access to legal counsel.** The Council shall have access to Town Counsel and to special legal counsel of the Council's choosing if Town Counsel is disqualified from assisting the Council or recuses, or if the Council deems it inadvisable to proceed with advice from Town Counsel in the circumstances. If special counsel is retained, the Town's Chief Financial Officer or his or her deputy shall negotiate terms of engagement for special counsel.
- I. **Maintenance of Council's records.** The Council's records shall be stored in Town Hall. Those records that are designated as confidential by the Council shall be stored accordingly and shall not be available for public review except as required by law.
- J. **Notification of filings.** The Town Clerk shall serve as the Council's agent for receipt of correspondence and filings and shall promptly notify the Council of all correspondence and filings.
- K. **Delivery of this code to each official and employee.** Within 30 days following the adoption of this code, a copy shall be furnished by the Town to each official and employee. Persons subsequently elected, appointed or employed shall receive a copy of this code at the time their service commences. Each recipient shall acknowledge, in a writing deposited with the Town Clerk, receipt of a copy of this code and agreement to abide by its terms.
- L. **Amendment; adoption of rules.** The Council may recommend to the Board of Selectmen amendment of this code and may also adopt rules in furtherance of, and not inconsistent with, its provisions.

### Procedure for Complaints:

#### A. Filing of a complaint

1. A complaint may be made by any individual. It shall be made in writing signed under oath before a notary and shall state the name and address of the complainant, the identity of the official or employee and, if applicable, the relative or business involved in the complaint, the conduct that allegedly violates the code, and a summary of the relevant facts.
2. A complaint must be filed within one year after the matter in question has allegedly occurred.
3. The complaint shall be filed with the Council in a sealed envelope addressed to the Council and marked "confidential." It shall be delivered to the Town Clerk either by hand or by certified mail, return receipt requested. The complaint shall be deemed to have been filed on the date of its receipt by the Town Clerk and shall be treated by the Town Clerk as a confidential document.
4. The Council, within three business days after the filing, shall notify the respondent by certified mail, return receipt requested, of the filing and date of the complaint and enclose copies of the complaint and this code.
5. The Council, within three business days after the filing, shall notify the respondent by certified mail, return receipt requested, of the filing and date of the complaint and enclose copies of the complaint and this code.

#### B. Probable cause

1. The Council shall review the complaint to determine whether probable cause exists for further proceedings and may conduct an investigation for this purpose. Any investigation conducted prior to a probable cause finding shall be confidential unless confidentiality is waived in writing by the respondent. The respondent may submit a preliminary written reply to the Council within 15 days after the filing of the complaint and before a probable cause finding issues.
2. If the Council decides by majority vote of members eligible to vote that the complaint does not warrant further investigation because of its lack of factual basis, its de minimis nature, or otherwise, it shall issue a finding of no probable cause dismissing the complaint. The finding and the complaint shall remain confidential unless confidentiality is waived in writing by the respondent. A finding of no probable cause shall be final. The Council shall direct the Town Clerk to forward copies of the finding to complainant and respondent by certified mail, return receipt requested, within three business days thereafter.
3. If, by majority vote of members eligible to vote or by tie vote, the Council finds probable cause, the Council shall direct the Town Clerk to forward copies of the finding to complainant and respondent by certified mail, return receipt requested, within three business days thereafter. Upon a finding of probable cause, the complaint, the finding, and the information gathered during the investigation, if any, shall be made available to the public, and all filings and proceedings that follow shall be public except as required by law; provided, however, that deliberations may be held in executive session to the extent permitted by the Connecticut Freedom of Information Act.

- C. **Response** Respondent shall have 30 days after his or her notification of a finding of probable cause to file a response with the Town Clerk. The Council may, upon reasonable grounds, extend this deadline for filing.

#### D. Hearing

1. The Council shall hold a hearing on any complaint as to which it has found probable cause unless respondent waives a hearing in writing and the Council decides not to hold one. The hearing shall be held on written notice of no less than 30 days to complainant and respondent sent by the Town Clerk by certified mail, return receipt requested. The Council may, upon reasonable grounds, extend the date of the hearing at the request of the respondent.
2. If a hearing is held, respondent shall have the opportunity to be represented by legal counsel, to present evidence, and to examine and cross-examine witnesses including the complainant. For purposes of its investigation and at the hearing, the Council is empowered to administer oaths or affirmations and may compel the attendance of witnesses by issuance of subpoenas. It may also require the production of documents, whether in hard copy or electronic format, by issuance of subpoenas for their production. The Council may examine any witness who appears before it, including complainant and respondent. The Council may limit the number of witnesses and the scope of testimony to matters it believes relevant, material, not unduly repetitious,

and necessary to reach a reasoned determination. A taped or stenographic record shall be made of all proceedings in the hearing.

**E. Determination**

1. Following the hearing, the Council shall issue a determination as soon as practicable, but not later than 30 days following the hearing, and file it with the Town Clerk, who shall mail copies to complainant and respondent within three business days thereafter. No member may vote on a determination unless he or she has attended the entire hearing, if any, and participated in all deliberations. Deliberations may be held in executive session to the extent permitted by the Connecticut Freedom of Information Act. A determination of violation requires a majority vote of members eligible to vote. In the event of a tie vote, the determination shall be that there is no violation.
2. A determination of no violation of this code shall be final.
3. If a violation is found, the Council may, but need not, also recommend in its determination sanctions which may include, but need not be limited to, censure, required recusal, disclosure of conflicts, and removal from appointive office or employment. Any sanctions imposed under this code shall be separate from, and not in limitation of, any other actions that may be taken against respondent in any proceedings outside this Code.

- F. Submission of determination of violation** A determination of violation of this code shall be submitted by the Town Clerk within three business days to the Board of Selectmen for such action as it deems appropriate; provided, however, that if the respondent is an official or employee of the Board of Education, the submission by the Town Clerk shall be to the Board of Education for such action as it deems appropriate.

**Definitions**

**FINANCIAL INTEREST**

Any interest representing an actual or potential economic gain or loss, which is neither de minimis nor shared by the general public, that accrues to an official or employee, to a relative, or to a business.

**PERSONAL INTEREST**

Any interest representing an actual or potential noneconomic benefit or detriment, which is neither de minimis nor shared by the general public, that accrues to an official or employee, to a relative, or to a business.

**RELATIVE**

Any person related to an official or employee by blood, adoption, or marriage.

**COMPLAINANT**

The filer of a complaint.

**COMPLAINT**

A written request for determination made by an individual or a board regarding an alleged violation of this code by an official or employee.

**DETERMINATION**

A written final decision by the Council with respect to a complaint.

**HEARING**

A public proceeding before the Council following a finding of probable cause where testimony is taken and documents may be received.

**RESPONDENT**

The person against whom a complaint is filed.

**RESPONSE**

The respondent's written answer to the complaint.

(2)

RESOLVED: That upon the recommendation of the Board of Finance and a request by the Director of Public Works the sum of \$335,000 for four repair projects due to Storm Sandy is hereby appropriated and distributed among the following Storm Sandy accounts:

- a) \$90,000-Hillspoint Road Revetment & Sidewalk Repairs Account
- b) \$75,000-Beachside Avenue Revetment Repairs Account
- c) \$20,000-ER Strait Marina Revetment Repairs Account
- d) \$150,000-Burying Hill Beach Account

(3)

RESOLVED: That upon the recommendation of the Board of Finance and a request by the Director of Public Works, the sum of \$586,000 with bond and note authorization to the Capital Account for the replacement of the Town Hall roof is hereby appropriated.

Section 1. As recommended by the Board of Finance and for the purpose of financing the foregoing appropriation, the Town shall borrow a sum not to exceed \$ \_\_\_\_\_ and issue bonds for such indebtedness under its corporate name and seal and upon the full faith and credit of the Town.

Section 2. The First Selectman, Selectmen and Finance Director are hereby appointed a committee with full power and authority to cause said bonds to be sold, issued and delivered, to determine their form, including provision for redemption prior to maturity; to determine the aggregate principal amount thereof within the amount hereby authorized and the denominations and maturities thereof; to fix the time of issue of each series thereof and the rate or rates of interest thereon as herein provided; to designate the bank or trust company to certify the issuance thereof and to act as transfer agent, paying agent and as registrar for the bonds, and to designate bond counsel. The committee shall have all appropriate powers under the Connecticut General Statutes including Chapter 748 (Registered Public Obligations Act) to issue the bonds and, further, shall have full power and authority to do all that is required under the Internal Revenue Code of 1986, as amended, and other applicable laws and regulations of the United States and the State of Connecticut, to provide for issuance of the bonds in tax exempt form, including the execution of tax compliance and other agreements for the benefit of bondholders, and to meet all requirements which are or may become necessary in and subsequent to the issuance and delivery of the bonds in order that the interest on the bonds be and remain exempt from federal income taxes, including, without limitation, to covenant and agree to restriction on investment yield of bond proceeds, rebate of arbitrage earnings, expenditure of proceeds within required time limitations and the filing of information reports as and when required.

Section 3. The Bonds may be designated "Public Improvement Bonds of the Town of Westport," series of the year of their issuance and may be issued in one or more series, and may be consolidated as part of the same issue with other Bonds of the Town; shall be in serial form maturing in not more than twenty (20) annual installments of principal, the first installment to mature not later than three years from the date of issue and the last installment to mature not later than twenty (20) years therefrom, or as otherwise provided by statute. The bonds may be sold at not less than par and accrued interest at public sale upon invitation for first installment to mature not later than three years from the date of issue and the last installment to mature not later than twenty (20) years therefrom, or as otherwise provided by statute. The bonds may be sold at not less than par and accrued interest at public sale upon invitation for bids to the responsible bidder submitting the bid resulting in the lowest interest cost to the Town, provided that nothing herein shall prevent the Town from rejecting all bids submitted in response to any one invitation for bids and the right to so reject all bids is hereby reserved, and further provided that the committee may sell the bonds, or notes, on a negotiated basis, as provided by statute. Interest on the bonds shall be payable semiannually or annually. The bonds shall be signed on behalf of the Town by the First Selectman and the Finance Director, and shall bear the seal of the Town. The signing, sealing and certification of said bonds may be by facsimile as provided by statute. The Finance Director shall maintain a record of bonds issued pursuant to this resolution and of the face amount thereof outstanding from time to time, and shall certify to the destruction of said bonds after they have been paid and cancelled, and such certification shall be kept on file with the Town Clerk.

Section 4. The said committee is further authorized to make temporary borrowings as permitted by the General Statutes and to issue a temporary note or notes of the Town in anticipation of the receipt of proceeds from the sale of the bonds to be issued pursuant to this resolution. Such notes shall be issued and renewed at such times and with such maturities, requirements and limitations as provided by statute. Notes evidencing such borrowings shall be signed by the First Selectman and the Finance Director, have the seal of the Town affixed, which signing and sealing may be by facsimile as provided by statute, be certified by and payable at a bank or trust company incorporated under the laws of this or any other state, or of the United States, be approved as to their legality by bond counsel, and may be consolidated with the issuance of other Town of Westport bond anticipation notes. Said committee shall determine the date, maturity, interest rates, form and manner of sale, including negotiated sale, and other details of said notes consistent with the provisions of this resolution and the General Statutes and shall have all powers and authority as set forth above in connection with the issuance of bonds and especially with respect to compliance with the requirements of the Internal Revenue Code of 1986, as amended, and regulations thereunder in order to obtain and maintain issuance of the notes in tax exempt form.

Section 5. Upon the sale and issuance of the bonds authorized by this resolution, the proceeds thereof, including any premium received upon the sale thereof, accrued interest received at delivery and interest earned on the temporary investment of such proceeds, shall be applied forthwith to the payment of the principal and interest of all notes issued in anticipation thereof or shall be deposited in trust for such purposes with a bank or trust company, or shall be applied or rebated as may be required under the provision of law. The remainder of the proceeds, if any, after the payment of said notes and of the expense of issuing said notes and bonds shall be applied to further finance the appropriation made by the appropriation resolution enacted concurrently herewith.

Section 6. In each fiscal year in which the principal or any installment of interest shall fall due upon any of the bonds or notes herein authorized there shall be included in the appropriation for such fiscal year a sum equivalent to the amount of such principal and interest so falling due, and to the extent that provision is not made for the payment thereof from other revenues, the amount thereof shall be included in the taxes assessed upon the Grand List for such fiscal year and shall not be subject to any limitations of expenditures or taxes that may be imposed by any other Town ordinance or resolution.

Section 7. Pursuant to Section 1.150-2 (as amended) of the Federal Income Tax Regulations the Town hereby expresses its official intent to reimburse expenditures paid from the General Fund, or the Education Facilities Improvement Fund, or the Capital and Nonrecurring Expenditure Fund for the aforesaid project with the proceeds of the bonds or notes to be issued under the provisions thereof. The allocation of such reimbursement bond proceeds to an expenditure shall be made in accordance with the time limitations and other requirements of such regulations. The Finance Director is authorized to pay project expenses in accordance herewith pending the issuance of the reimbursement bonds or notes.

Section 8. The Town of Westport, or other proper authority of the Town, is authorized to take all necessary action to apply to the State of Connecticut, and accept from the State, grants in aid of further financing the project.

Section 9. The said committee is hereby authorized to take all action necessary and proper for the sale, issuance and delivery of the bonds (and notes) in accordance with the provisions of the Town Charter, the Connecticut General Statutes, and the laws of the United States.

(4)

**RESOLVED:** That upon the recommendation of the Board of Finance and a request by the Parks and Recreation Director, the sum of \$34,200 to the Parks and Recreation Golf-Equipment Account for the replacement of a 1989 tractor/loader is hereby appropriated.

(5)

RESOLVED: That General Obligation Refunding Bonds of the Town (the "Refunding Bonds"), in an amount not in excess of Thirty-Five Million and 00/100 Dollars (\$35,000,000) are hereby authorized to be issued in calendar year 2013 for the purpose of refunding all or any portion of the outstanding general obligation refunding bonds issued by the Town in the year 2003 (the "Refunded Bonds") provided that the Committee designated below determines that the refunding of such Refunded Bonds generates a present value savings.

**BE IT FURTHER RESOLVED:** that the First Selectman, the Selectmen and Finance Director are hereby appointed a committee (the "Committee") with full power and authority to cause said Refunding Bonds to be sold, issued and delivered, to determine their form and the aggregate principal amount thereof within the amount hereby authorized; to fix the time of issuance of such bonds, the rate or rates of interest thereon as herein provided, to determine the maturity thereof (provided that no Refunding Bonds shall mature later than the final date of the last maturity of the Refunded Bonds refunded); to select the maturities of the Refunded Bonds to be refunded, to establish and maintain a reserve, escrow or similar fund for the payment of the Refunded Bonds, and to pay all issuance costs incurred in connection with the authorization, issuance, and sale of the Refunding Bonds including, but not limited to, financial advisory, legal, trustee, escrow, verification fees, printing and administrative expenses and underwriters' discount. The Committee is authorized to sell the Refunding Bonds by negotiation. The net proceeds of the sale of the Refunding Bonds, after payment of costs of issuance, shall be deposited in an irrevocable escrow or similar account and invested in investments authorized by statute and approved by the Committee in an amount sufficient to pay all amounts that are or may become due on the Refunded Bonds from the date of issuance of the Refunding Bonds including interest thereon, the principal of, interest and redemption premium, if any, on the Refunded Bonds at maturity, or to redeem at the redemption price prior to maturity, pursuant to any plan of refunding. The Committee is further authorized to appoint an escrow agent or trustee, and to appoint a firm of certified public accountants or arbitrage experts to verify the sufficiency of the escrow investments, and to execute and deliver any and all escrow, and other agreements necessary to provide for the payment when due of the principal of and interest and redemption premium, if any, on the Refunded Bonds; and

**BE IT FURTHER RESOLVED:** that the Committee shall have all appropriate powers to provide for the issuance of the Refunding Bonds as tax exempt bonds, and comply with the state and federal tax and securities laws and the Committee shall have all appropriate powers to take such actions and to execute such documents, as deemed to be necessary or advisable and in the best interest of the Town by the Committee to issue, sell and deliver the Refunding Bonds.

(6)

RESOLVED: That upon the recommendation of the Board of Education, a contract settlement reached with the Westport Education Association for the period July 1, 2013-June 30, 2016 is hereby not rejected.

(7)

RESOLVED: That upon the recommendation of the Board of Finance and a request by the Superintendent of Schools, the sum of \$50,000 to fund a professional security audit to enhance security in the Westport Public Schools is hereby appropriated.

(8)

RESOLVED: That upon the recommendation of the Board of Finance and a request by the Superintendent of Schools, the additional sum of \$50,000 to fund a professional security audit to enhance security in the Westport Public Schools is hereby appropriated.

(9)

RESOLVED: That upon the recommendation of the RTM Rules Committee, amendments to Section 22-1 of the Code of Ordinances, establishing new voting districts following the 2010 Census as provided in Section C5-2 of the Town Charter are hereby approved. (First reading. Full text is as follows.)

Sec. 22-1. - Establishment of RTM voting districts

For the purpose of electing Town Meeting Representatives, the following voting districts shall remain in effect until new districts are established by ordinance and successors shall have taken office. Candidates shall run for election from the districts as set forth:

(1)

*District 1.* Beginning at a point located at the intersection of ~~Strathmore Lane~~ King's Highway South and the common Town line of Norwalk and Westport, being the northwest corner of the said district. Thence continuing in a southerly direction along the Norwalk and Westport common Town line ~~to the shoreline.~~ Thence continuing in a general easterly, then northerly direction following the shoreline to the eastern end of Old Mill Road. Thence continuing in a westerly direction along the centerline of Old Mill Road to the intersection with Hillspoint Road. Thence continuing in a northerly direction along the centerline of Hillspoint Road to the intersection with Burnham Hill. Thence continuing in a westerly then southerly direction to the southern most point of Burnham Hill then continue to the northern most point of Minute Man Hill. Thence continuing generally in a southwesterly direction along the centerline of Minute Man Hill to Compo Road South. Thence continuing in a northerly direction along the centerline of Compo Road South to Bridge Street. Thence continuing generally in a westerly direction along the centerline of Bridge Street to the intersection with Riverside Avenue. Thence continuing in a northwesterly direction along the centerline of Riverside Avenue to the intersection with Treadwell Avenue. Thence continuing in a westerly direction along the centerline of Treadwell Avenue to the intersection with ~~Strathmore Lane~~ King's Highway South. Thence continuing in a ~~south~~westerly direction along the centerline of ~~Strathmore Lane~~ King's Highway South to the intersection with the common Town line of Norwalk and Westport to the point and place of beginning.

(2)

*District 2.* Beginning at a point located at the common Town line of Westport and Norwalk and the intersection with the Merritt Parkway, being the northwest corner of the said district. Thence continuing in an easterly direction along the centerline of the Merritt Parkway to the intersection with ~~Newtown Turnpike.~~ Wilton Road. Thence continuing in a ~~northerly~~ direction along the ~~center line of Newtown Tpk to the intersection of Wilton Road.~~ Thence continuing in a southerly direction along the centerline of Wilton Road to the intersection of Post Road West. Thence continuing in a southerly and southwesterly direction along the centerline of Riverside Avenue to the intersection with Treadwell Avenue. Thence continuing in a westerly direction along the centerline of Treadwell Avenue to the intersection with Kings Highway South ~~then crossing Kings Highway South to~~ ~~Strathmore Lane.~~ Thence continuing in a southwesterly direction along the centerline of ~~Strathmore Lane~~ King's Highway South continuing to the intersection with the common Town line of Norwalk and Westport. Thence continuing in a northerly and northwesterly direction along the common Town



line of Norwalk and Westport to the intersection with the Merritt Parkway to the point and place of beginning.

(3)

*District 3.* Beginning at a point located at the intersection of the common Town line of Weston and Westport and the centerline of Lyons Plains Road ~~Weston Road~~, being the northeast corner of the said district. Thence continuing generally in a southerly direction along the centerline of Lyons Plains Road to the intersection with Weston Road. Thence continuing generally in a southerly direction along the centerline of Weston Road to the intersection with Cross Highway. Thence continuing in a southwesterly direction along the centerline of Cross Highway and continuing in a southerly direction to the intersection of Main Street. Thence continuing generally in a southerly direction along the centerline of Main Street to the intersection of Canal Street. Thence continuing in a southwesterly direction along the centerline of Canal Street and following along the centerline of Kings Highway North to the intersection with Wilton Road. Thence continuing in a northerly and northwesterly direction along the centerline of Wilton Road to the intersection with the Newtown Turnpike. Thence continuing in a southerly direction along the centerline of Newtown Turnpike to the intersection of the Merritt Parkway. Thence continuing in westerly direction along the centerline of the Merritt Parkway to the intersection with the common Town line of Norwalk and Westport. Thence continuing in a northerly direction along the common Town line of Norwalk and Westport continuing in a northerly direction along the same line which becomes the common Town line of Wilton and Westport still continuing northeasterly to the intersection with Cavalry Road. Thence continuing in a southeasterly direction along the common Town line of Weston and Westport thence continuing northeasterly along the common Town line of Weston and Westport to the intersection of Weston Road Lyons Plains Road to the point and place of beginning.

(4)

*District 4.* Beginning at a point located at the intersection of Post Road East and Compo Road South, being the northwest corner of the said district. Thence continuing generally in a southerly direction along the centerline of Compo Road South to the intersection with Minute Man Hill. Thence continuing generally in a northeasterly direction along the centerline of Minute Man Hill to the northern most point of Minute Man Hill and thence connecting to the southern most point of Burnham Hill. Thence continuing in a northerly and then easterly direction along the centerline of Burnham Hill to the intersection with Hillspoint Road. Thence continuing in a southerly direction along the centerline of Hillspoint Road to the intersection with Old Mill Road. Thence continuing in an easterly direction along the centerline of Old Mill Road to the shoreline. Thence continuing in a southeasterly direction following along the shoreline to the intersection with the Sherwood Island Connector. Thence continuing generally in a northerly direction along the centerline of the Sherwood Island Connector to the intersection with Interstate 95. Thence continuing generally in a westerly direction along the centerline of Interstate 95 to the intersection with Hillspoint Road. Thence continuing in a northerly direction along the centerline of Hillspoint Road to the intersection with Greens Farms Road. Thence continuing generally in a northeasterly direction along the centerline of Greens Farms Road to the intersection with Prospect Road. Thence continuing in a northwesterly direction along the centerline of Prospect Road to the intersection with Hillspoint Road. Thence continuing generally in a northeasterly direction along the centerline of Hillspoint Road to the intersection with Post Road East. Thence continuing in a westerly direction along the centerline of Post Road East to the intersection with Compo Road South to the point and place of beginning.

(5)

*District 5.* Commencing at a point located at the intersection of Post Road East ~~Old Road~~ with the common Town line of Fairfield and Westport, being the northeastern most corner of the said district. Thence continuing in a southwesterly direction along the centerline of Old Road to the centerline of Bulkley Avenue North. Thence continuing in a southerly direction along the centerline of Bulkley Avenue North to the intersection with Post Road East. Thence continuing in a westerly direction along the centerline of Post Road East to the intersection with Hillspoint Road. Thence continuing in a southerly direction along the centerline of Hillspoint Road to the intersection with Prospect Road. Thence continuing generally in a southerly direction along the centerline of Prospect Road to the intersection of Greens Farms Road. Thence continuing in a southwesterly direction along the centerline of Greens Farms Road to the intersection with Hillspoint Road. Thence continuing in a southerly direction along the centerline of Hillspoint Road to the intersection with Interstate 95. Thence continuing in an easterly direction along the centerline of Interstate 95 to the intersection with the Sherwood Island Connector. Thence continuing in a southeasterly direction along the centerline of the Sherwood Island Connector and continuing in a southerly direction to the Long Island Sound shoreline. Thence continuing generally in a northeasterly direction along the Long Island Sound shoreline to the common corner of the Westport and Fairfield Town boundary. Thence continuing generally in a northerly direction along the common Town line of Westport and Fairfield to the point and place of beginning.

(6)

*District 6.* Beginning at a point located at the intersection of Cross Highway and Roseville Road being in the northwest corner of said district. Thence continuing in a southerly direction along the centerline of Roseville Road to the intersection with Lost Lodge Road. Thence continuing in a

southwesterly direction along the centerline of Lost Lodge Road to the intersection with the watercourse known as Dead Man's Brook. Thence continuing generally in a westerly direction along the centerline of the watercourse known as Dead Man's Brook to the intersection with Compo Road North. Thence continuing in a southerly direction along the centerline of Compo Road North to the intersection with Post Road East. Thence continuing in an easterly direction along the centerline of Post Road East to the intersection with Turkey Hill Road North. Thence continuing in a northerly direction along the centerline of Turkey Hill Road North to the intersection with the watercourse known as Muddy Brook. Thence continuing in a northeasterly direction along the centerline of the watercourse known as Muddy Brook to the intersection with Long Lots Road. Thence continuing generally in a westerly direction along the centerline of Long Lots Road to the intersection with North Avenue. Thence continuing in a northerly direction along the centerline of North Avenue to the intersection of Melon Patch Lane. ~~Cross Highway~~. Thence continuing in an westerly ~~easterly~~ direction along the centerline of Melon Patch Lane ~~Cross Highway~~ to the intersection with the watercourse known as Dead Man's Brook. ~~Roseville Road~~ Thence continuing in a westerly ~~northerly~~ direction along the centerline of the watercourse known as Dead Man's Brook to the intersection with Cross Highway. Thence continuing in a westerly direction along the centerline of Cross Highway to the intersection with Roseville Road to the point and place of beginning.

(7)

*District 7.* Beginning at a point located at the intersection of Cross Highway and the watercourse known as Dead Man's Brook ~~North Avenue~~, being the northwest corner of the said district. Thence continuing in a southerly direction along the centerline of ~~North Avenue~~ the watercourse known as Dead Man's Brook to the intersection with Melon Patch Lane. Thence continuing in a westerly direction along the centerline of Melon Patch Lane to the intersection with North Avenue. Thence continuing in a southerly direction along the centerline of North Avenue to the intersection with Long Lots Road. Thence continuing in an easterly direction along the centerline of Long Lots Road to the intersection with the watercourse known as Muddy Brook ~~Turkey Hill Road North~~. Thence continuing in a southwesterly direction along the centerline of the watercourse known as Muddy Brook to the intersection with Turkey Hill Road North. Thence continuing in a southerly direction along the centerline of Turkey Hill Road North to the intersection with Post Road East. Thence continuing in an easterly direction along the centerline of Post Road East to the intersection with Bulkley Avenue North. Thence continuing northerly along the centerline of Bulkley Avenue North to the intersection of Old Road. Thence continuing easterly along the centerline of Old Road to the common Town line of Westport and Fairfield. Thence continuing northerly along the common Town line of Westport and Fairfield to the intersection with Cross Highway. Thence continuing in a westerly direction along the centerline of Cross Highway to the intersection with ~~North Avenue~~ the watercourse known as Dead Man's Brook to the point and place of beginning.

(8)

*District 8* Beginning at a point located at the intersection of Cross Highway and Sturges Highway, being the southeast corner of said district. Thence continuing in a northerly direction, along the shared Town Line of Westport and Fairfield to the common corner of the Towns of Westport, Weston and Fairfield. Thence continuing in a southwesterly direction along the common Town line of Westport and Weston to the intersection of Lyons Plains Road. Thence continuing in a southerly and southwesterly direction to the intersection of Weston Road. Thence continuing generally in a southerly direction along the centerline of Weston Road to the intersection with Cross Highway. Thence continuing generally in an easterly direction along the centerline of Cross Highway to the point and place of beginning.

(9)

*District 9.* Beginning at a point located at the intersection of Wilton Road and Kings Highway North in the northwest corner of the said district. Thence continuing generally in a northeasterly direction along the centerline of King's Highway North continuing along the centerline of Canal Street to the intersection of Main Street. Thence continuing in a northerly direction along the centerline of Main Street to the intersection of Cross Highway. Thence continuing in a northeasterly direction along the centerline of Cross Highway to the intersection of Roseville Road. Thence continuing in a southerly direction along the centerline of Roseville Road to the intersection with Lost Lodge Road. Thence continuing in a southwesterly direction along the centerline of Lost Lodge Road to the intersection with the watercourse known as Dead Man's Brook. Thence continuing generally in a westerly direction along the centerline of the watercourse known as Dead Man's Brook to the intersection with Compo Road North. Thence continuing in a southerly direction along the centerline of Compo Road North to the intersection with Post Road East. Thence continuing in a southerly direction along the centerline of Compo Road South to the intersection with Bridge Street. Thence continuing generally in a westerly direction along the centerline of Bridge Street to the intersection with Riverside Avenue. Thence continuing generally in a northerly direction along the centerline of Riverside Avenue to the intersection with Post Road West. Thence continuing in a northerly direction along the centerline of Wilton Road to the intersection with King's Highway North to the point and place of beginning.

(10)

RESOLVED: That upon the request of Registrar of Voters, the following sense of the meeting resolution is hereby adopted:

“We the members of the Representative Town Meeting support state legislative action to reduce the number of polling places used in primaries.”



# WESTPORT CONNECTICUT

PATRICIA H. STRAUSS

TOWN CLERK

BACK UP MATERIAL  
RTM ITEM # 1

February 13, 2013

Hadley C. Rose, Moderator  
Representative Town Meeting  
14 St. George Pl  
Westport, CT 06880

RE: Agenda Item Request pursuant to Section C5-6C of the Town Code

Dear Hadley:

Today, lead petitioners Patricia A. Porio of 16 Salem Lane, Westport, CT and Christine B. O'Sullivan of 13 Hermit Lane, Westport, CT filed a petition from at least 20 electors of the Town of Westport pursuant to Section C5-6C of the Town Code, for the RTM to place an item on an upcoming Representative Town Meeting agenda, involving a request to adopt an Ethics Code for the Town of Westport as prepared by the League of Women voters of Westport attached hereto, or as shall be revised by RTM. A copy of the petition pages and a copy of the League of Women Voters Municipal Ethics Code are attached.

*Please see resolutions.*

At least 20 electors' names have been verified for acceptance of this petitioned request. Pursuant to Section C5-6C of the Town Code, please consider placing this matter on the agenda of the RTM at a future meeting.

Sincerely,

*Colleen Tarpey, Asst.*

Colleen Tarpey,  
Assistant Town Clerk

Cc: Gordon F. Joseloff, First Selectman  
Ira Bloom, Town Attorney  
Gail Kelly, Assistant Town Attorney  
Gary G. Conrad, Acting Personnel Director

# PETITION

We the undersigned, electors of Westport, Connecticut, petition the Representative Town Meeting to adopt an Ethics Code for the Town of Westport as prepared by the League of Women Voters of Westport attached hereto, or as shall be revised by RTM. This code is intended for use by town officials, elected or appointed, as well as town employees.

	Name	Address
1	Christine B. Sullivan	13 Hermit Ln. Westport.
2	Joyce B. Neethor	17 CLOVER LANE - WESTPORT
3	Norma Sertone	17 Blue Ribbon Drive, Westport
4	Athena Puris Bradley	7 Northgate - Westport Ct
5	Wynfred Balboni	62 Cross Hwy Westport Ct
6	Lisa Shufro	15 Pequot Trl Westport
7	James S. Eves	4 Orchard Lane, Westport
8	Kara La Rosa	35 Auster Rd, Westport
9	Ann Smith	9 Banyberry Ln Westport
10	Elizabeth Burns Kros	117 Steens Farms Road, Westport
11	Janice Smith	301 Post Rd E MtLc, Westport
12	Patricia A. Porzio	16 Salem Lane 06880
13	Sal Yon	16 Salem Lane 06880
14	Catherine J. Schmidt	27 Woods Grove 06880
15	Harriet G. Heeneman	14 Salem Lane 06880
16	Lisa Truesdell	5 Virtue Lane Westport 06880

I, Colleen Tarpey, Assistant Town Clerk of the Town of Westport, certify that this petition page was filed with me February 13, 2013 and that it contains 16 signed names of electors, whose names appear on the last completed registry list of this town.

Colleen Tarpey, Asst.  
Signed (Assistant Town Clerk)

FILED  
PAGE  
2013 FEB 13 A 10:41  
RECEIVED FOR REGISTRATION  
WESTPORT LAND REGISTRY

# PETITION

We the undersigned, electors of Westport, Connecticut, petition the Representative Town Meeting to adopt an Ethics Code for the Town of Westport as prepared by the League of Women Voters of Westport attached hereto, or as shall be revised by RTM. This code is intended for use by town officials, elected or appointed, as well as town employees.

	Name	Address	
17	<i>JR Goodrich</i>	<i>5 Nutmeg Lane Westport</i>	
18	<i>Kathryn S. Kettner</i>	<i>67 Nutmeg Wood St 06880</i>	
19	<i>Donna O'Donnell</i>	<i>15 Salem Lane Westport</i>	<i>CT 06880</i>
20	<i>John S. O'Donnell</i>	<i>" " " "</i>	<i>" "</i>
21			
22			
23			
24			
25			

RECEIVED FOR RECORD  
 TOWN OF WESTPORT LAND RECORDS  
 2013 FEB 13 A 10:41  
 TOWN CLERK

I, Colleen Tarpey, Assistant Town Clerk of the Town of Westport, certify that this petition page was filed with me February 13, 2013 and that it contains 4 signed names of electors, whose names appear on the last completed registry list of this town.

*Colleen Tarpey, Asst.*  
 Signed (Assistant Town Clerk)



## WESTPORT CONNECTICUT

DEPARTMENT OF PUBLIC WORKS

TOWN HALL, 110 MYRTLE AVE  
WESTPORT, CONNECTICUT 06880

BACK UP MATERIAL  
RTM ITEM # 2

Approved BOF 2/6/13

**RECEIVED**

**JAN 29 2013**

**TOWN OF WESTPORT  
SELECTMAN'S OFFICE**

January 28, 2013

The Honorable Gordon F. Joseloff  
First Selectman  
Town Hall  
Westport, CT 06880

Re: **Request for Appropriation – Storm Sandy Damage Repairs**

Dear Mr. Joseloff:

Storm Sandy hit the area on Monday-Tuesday October 29 - 30, 2012, causing considerable damage to the shoreline infrastructure. The Department of Public Works (DPW) and the Parks and Recreation Department (P&R) worked around the clock to stabilize the area to reopen the beach areas to beach goers. Since that time, we have met with representatives of the Department of Energy and Environmental Protection (DEEP) and the Federal Emergency Management Agency (FEMA) to review the extent of the damage and agree on the scope of the repairs that would fit within the FEMA guidelines for reimbursement.

This office in cooperation with P&R have identified seven specific projects that have received preliminary approval by FEMA and are currently being designed for completion in early spring before the 2013 beach season. Four of the projects have already been designed and either are under construction or are ready for bid. The remaining three projects have not been designed yet and construction estimates and appropriation request will be forthcoming next month. The following four projects have received FEMA authorization.

**Hillspoint Road Revetment and Sidewalk Repairs**. Estimate \$90,000.00

Replace and reset slope pavement that was displaced by the storm surge  
Replace sidewalk base and repave the washed out section of sidewalk  
Replace washed out gutterline and repave

**Beachside Avenue Revetment Repairs** Estimate \$75,000.00

Replace and reset slope pavement that was displaced by storm surge  
Replace washed out gutterline and repave

Page 2

The Honorable Gordon F. Joseloff

January 28, 2013

**ER Straight Marina Revetment Repairs** Estimate \$20,000.00

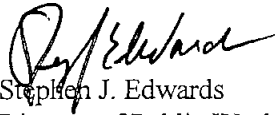
Replace and reset slope pavement that was displaced by storm surge  
Replace damaged fencing

**Burying Hill Beach** Estimate \$150,000.00

Replace and reset slope pavement that was displaced by storm surge  
Repair a 50 ft section of washed out seawall

This office herein requests an appropriation of \$335,000.00 for the purpose of repairs from Storm Sandy. This work has already been approved by FEMA and as such the work is 75% reimbursable.

Respectfully,

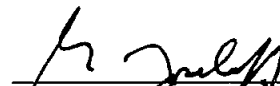


Stephen J. Edwards  
Director of Public Works

cc: Gary Conrad, Finance Director

G:\PW\_OFF\SJEF\APP\Storm Sandy Repairs

Approved for submission to the  
Board of Finance (2/6/13)

  
\_\_\_\_\_  
Gordon F. Joseloff  
First Selectman



Approved BOF 2/6/13



## WESTPORT CONNECTICUT

DEPARTMENT OF PUBLIC WORKS

TOWN HALL, 110 MYRTLE AVE.

WESTPORT, CONNECTICUT 06880

BACK UP MATERIAL  
RTM ITEM # 3

January 4, 2013

Gordon F. Joseloff  
First Selectman  
Town Hall  
Westport, CT 06880

Re: **Request for Appropriation: Replacement of Town Hall Roof**

Dear Mr. Joseloff:

In anticipation of performing a roofing renovation project at Town Hall, this office retained the services of BPD Roof Consulting Inc., Inc of North Granby, CT, to conduct an assessment of the subject roof. BPD Roof Consulting Inc. is a certified roof consultant firm that specializes in roofing systems.

The Westport Town Hall is a two-story masonry structure. The roofs of the facility were divided into four sections of Spray Foam roofing provided by GE Roofing Systems and 12 sections of Shingle roofing. The Spray Foam roofing is approximately 12,000 sq ft and was installed in 1988. The roofing has been functioning well with the exception of approximately 50 sq ft of damaged surface that needs to be repaired. Following the repair, the entire surface then needs to be power washed, spot repairs to minor splits and blisters and recoated to extend the existing warranty for an additional 10-year period. A number of locations require repair or replacement of existing flashing to protect the integrity of the system.

The twelve shingle roofs were installed over a wood tongue-and-groove deck. Many deficiencies were identified on the shingle roofs. Many shingles have come loose and some are missing. Many shingles have horizontal cracks and many nail heads are not properly seated. The valleys are not adequately sealed and leakage has been noted. The recommendation is to remove the two courses of shingles and replace with a 30-yr architectural shingle with appropriate weathershield at the drip line and valleys.

The metal gutters have been lined with bituminous materials in an attempt to extend their useful life. They will be replaced with new gutters and some wood fascia will also have to be repaired or replaced.

Page 2  
Gordon F. Joseloff  
January 4, 2013

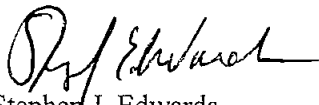
The following budget has been developed for this project:

Construction Admin & Inspection	\$ 28,000.00
Retreat Foam Roof System, repair chimney	\$194,312.00
New Shingle Roof, Flashing, Gutters	\$314,019.00
10% Contingency	<u>\$ 50,000.00</u>
Estimated Project Budget	\$586,331.00

SAY: \$586,000.00

This office herein requests an appropriation of \$586,000.00 from the Planned Maintenance Reserve Account of the Capital & Nonrecurring Expense Fund to replace the roof at Town Hall. This project has been projected in the 5-yr capital forecast and an appropriate budget has been set aside in anticipation of this project.

Respectfully,



Stephen J. Edwards  
Director of Public Works

cc: Gary Conrad, Finance Director  
G:\PW\_OFFS\JE\FS\APP\TownHall\Roof

Approved for submission to the  
Board of Finance (2/6/13)



---

Gordon F. Joseloff  
First Selectman

Proj 2012-18A

**B** Roof Consulting Inc.  
121 Hartford Ave.  
**P** East Granby, CT 06026  
**D** Phone 860-653-6779 Fax 860-653-6988

WESTPORT TOWN HALL  
110 MYRTLE AVENUE  
WESTPORT, CONNECTICUT

PRELIMINARY COST ESTIMATE  
**SHINGLE REPLACEMENT I**

SEPTEMBER 24, 2012

A.	Remove two (2) layers of shingles and felt	\$27,270.00
B.	Remove gutters	6,200.00
C.	Remove drip edge	1,400.00
D.	Repair wood deck 2%	2,900.00
E.	Remove and rebuild rotted gutter, soffit, and fascia	16,470.00
F.	Underlayment felt	3,400.00
G.	New Ice and Water Shield	12,400.00
H.	New asphalt shingles	51,813.00
I.	Valley flashings	5,500.00
J.	New drip edge	3,850.00
K.	New 20 oz. copper gutters	30,184.00
L.	Gutter pockets	1,450.00
M.	Gutter outlets and stainless steel baskets	6,250.00
N.	Gutter expansions	3,250.00
O.	Ridges/hips	10,500.00
P.	Copper soffits	2,800.00
Q.	Repair existing leaders	1,800.00
R.	Flash stacks	1,783.00
S.	Remove copper roofing	9,600.00
T.	New copper roofs and gutters	16,600.00
U.	Scaffolding	45,640.00
V.	Clean-up and protection	6,200.00
W.	Guarantee	5,800.00
	Sub-Total, A through W	\$273,060.00
	GC OH&P @ 15%	40,959.00
	Total	\$314,019.00

proj 2012-123

**B** Roof Consulting Inc.  
**P** 121 Hartford Ave.  
**D** East Granby, CT 06026  
Phone 860-653-6779 Fax 860-653-6988

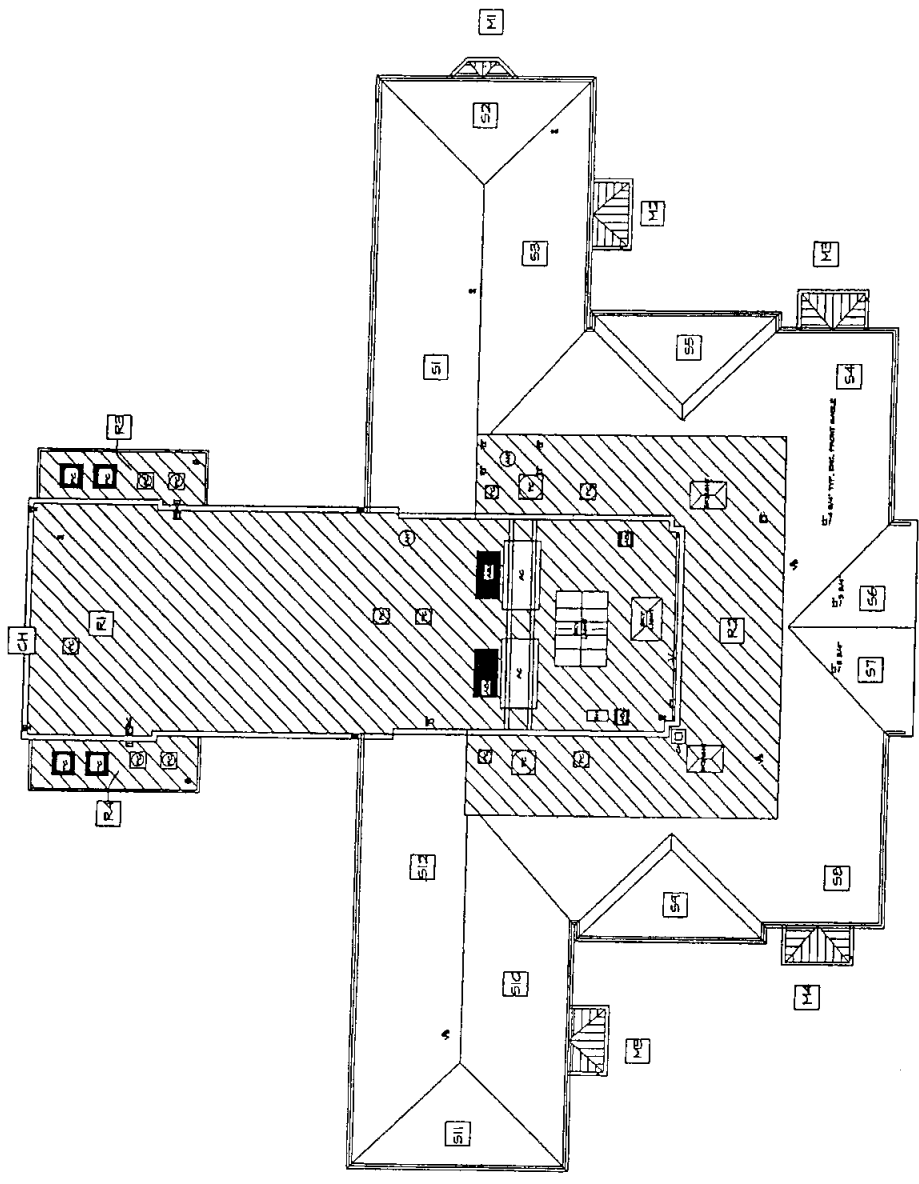
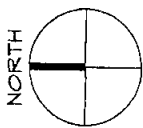
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WESTPORT TOWN HALL  
110 MYRTLE AVENUE  
WESTPORT, CONNECTICUT

PRELIMINARY COST ESTIMATE  
~~SCAFFOLD AND RECOAT FOAM~~

SEPTEMBER 24, 2012

A.	Remove coating	\$9,650.00
B.	Remove ½" existing foam	9,550.00
C.	Remove coating at walls	2,600.00
D.	Remove 6% wet areas and refoam	5,800.00
E.	Remove blisters and repair	1,850.00
F.	New foam	9,367.00
G.	New fascia	6,400.00
H.	New three (3) coat finish	52,500.00
I.	Cut out foam and set curbs	8,200.00
J.	Recoat drains	1,200.00
K.	Wall coating	9,400.00
L.	Remove existing skylights and foam	8,200.00
M.	New curbs and skylights	25,600.00
N.	Remove and reconstruct chimney top 10'	14,500.00
O.	Repair concrete cap stone	500.00
P.	Remove old conduit and foam	850.00
Q.	Staging at chimney	2,800.00
	Sub-Total, A through Q	\$168,967.00
	GC OH&P @ 15%	25,345.00
	Total	\$194,312.00



**B** ROOF CONSULTING INC.  
**P** 1 QUAIL LANE, P. O. BOX 158  
**D** N. GRANBY, CT 06060  
 PHONE 860.645.6779  
 FAX 860.645.6788

**OWNERSHIP AND USE OF DOCUMENTS**  
 THESE DRAWINGS ARE THE PROPERTY OF  
 ROOF CONSULTING INC. AND ARE  
 NOT TO BE USED, IN WHOLE OR IN PART,  
 FOR ANY PROJECTS OR PURPOSES  
 WITHOUT THE EXPRESS WRITTEN  
 CONSENT OF THE CONSULTANT

**WESTPORT TOWN  
 HALL  
 WESTPORT, CT**

UNION OF WORKS

PROJECT NO.	178
SCALE	1/4" = 1'-0"
DRAWN BY	MJC
CHECKED BY	
DATE	APRIL 9, 2004
REVISION	

**DRAWING:**  
 RP

## Town of Westport

RESOLVED: That upon the recommendation of the Board of Finance, the Town of Westport (the "Town") hereby appropriates the sum of \$586,000 for the costs associated with the renovation and replacement of the roof on the Town Hall including the repair and recoating of the part of the roof covered with spray foam, the replacement of the portion of the roof covered with wood shingles, related repairs, new gutters and costs of financing, inspection and other soft costs (the "Project").

Section 1. As recommended by the Board of Finance and for the purpose of financing \$586,000 of the foregoing appropriation, the Town shall borrow a sum not to exceed \$586,000 and issue general obligation bonds for such indebtedness under its corporate name and seal and upon the full faith and credit of the Town in an amount not to exceed said sum for the purpose of financing the appropriation for the Project.

Section 2. The First Selectman, Selectmen and Finance Director are hereby appointed a committee (the "Committee") with full power and authority to cause said bonds to be sold, issued and delivered; to determine their form, including provision for redemption prior to maturity; to determine the aggregate principal amount thereof within the amount hereby authorized and the denominations and maturities thereof; to fix the time of issue of each series thereof and the rate or rates of interest thereon as herein provided; to designate the bank or trust company to certify the issuance thereof and to act as transfer agent, paying agent and as registrar for the bonds, and to designate bond counsel. The Committee shall have all appropriate powers under the Connecticut General Statutes including Chapter 748 (Registered Public Obligations Act) to issue the bonds and, further, shall have full power and authority to do all that is required under the Internal Revenue Code of 1986, as amended, and other applicable laws and regulations of the United States and the state of Connecticut, to provide for issuance of the bonds in tax exempt form, including the execution of tax compliance and other agreements for the benefit of bondholders, and to meet all requirements which are or may become necessary in and subsequent to the issuance and delivery of the bonds in order that the interest on the bonds be and remain exempt from federal income taxes, including, without limitation, to covenant and agree to restriction on investment yield of bond proceeds, rebate of arbitrage earnings, expenditure of proceeds within required time limitations and the filing of information reports as and when required and to execute Continuing Disclosure Agreements for the benefit of holders of bonds and notes.

Section 3. The Bonds may be designated "Public Improvement Bonds of the Town of Westport," series of the year of their issuance and may be issued in one or more series, and may be consolidated as part of the same issue with other bonds of the Town; shall be in serial form maturing in not more than twenty (20) annual installments of principal, the first installment to mature not later than three years from the date of issue and the last installment to mature not later than twenty (20) years therefrom, or as otherwise provided by statute. The bonds may be sold at not less than par and accrued interest at public sale upon invitation for bids to the responsible bidder submitting the bid resulting in the lowest true interest cost to the Town, provided that nothing herein shall prevent the Town from rejecting all bids submitted in response to any one invitation for bids and the right to so reject all bids is hereby reserved, and further provided that the Committee may sell the bonds, or notes, on a negotiated basis, as provided by statute. Interest

on the bonds shall be payable semiannually or annually. The bonds shall be signed on behalf of the Town by the First Selectman and the Finance Director, and shall bear the seal of the Town. The signing, sealing and certification of said bonds may be by facsimile as provided by statute. The Finance Director shall maintain a record of bonds issued pursuant to this resolution and of the face amount thereof outstanding from time to time, and shall certify to the destruction of said bonds after they have been paid and cancelled, and such certification shall be kept on file with the Town Clerk.

Section 4. The Committee is further authorized to make temporary borrowings as permitted by the General Statutes and to issue a temporary note or notes of the Town in anticipation of the receipt of proceeds from the sale of the bonds to be issued pursuant to this resolution. Such notes shall be issued and renewed at such times and with such maturities, requirements and limitations as provided by statute. Notes evidencing such borrowings shall be signed by the First Selectman and the Finance Director, have the seal of the Town affixed, which signing and sealing may be by facsimile as provided by statute, be certified by and payable at a bank or trust company incorporated under the laws of this or any other state, or of the United States, be approved as to their legality by bond counsel, and may be consolidated with the issuance of other Town bond anticipation notes. The Committee shall determine the date, maturity, interest rates, form and manner of sale, including negotiated sale, and other details of said notes consistent with the provisions of this resolution and the General Statutes and shall have all powers and authority as set forth above in connection with the issuance of bonds and especially with respect to compliance with the requirements of the Internal Revenue Code of 1986, as amended, and regulations thereunder in order to obtain and maintain issuance of the notes in tax exempt form.

Section 5. Upon the sale and issuance of the bonds authorized by this resolution, the proceeds thereof, including any premium received upon the sale thereof, accrued interest received at delivery and interest earned on the temporary investment of such proceeds, shall be applied forthwith to the payment of the principal and interest of all notes issued in anticipation thereof or shall be deposited in trust for such purposes with a bank or trust company, or shall be applied or rebated as may be required under the provision of law. The remainder of the proceeds, if any, after the payment of said notes and of the expense of issuing said notes and bonds shall be applied to further finance the appropriation made by the appropriation resolution enacted concurrently herewith.

Section 6. In each fiscal year in which the principal or any installment of interest shall fall due upon any of the bonds or notes herein authorized there shall be included in the appropriation for such fiscal year a sum equivalent to the amount of such principal and interest so falling due, and to the extent that provision is not made for the payment thereof from other revenues, the amount thereof shall be included in the taxes assessed upon the Grand List for such fiscal year and shall not be subject to any limitations of expenditures or taxes that may be imposed by any other Town ordinance or resolution.

Section 7. Pursuant to Section 1.150-2 (as amended) of the federal income tax regulations the Town hereby expresses its official intent to reimburse expenditures paid from the General Fund, or any capital fund for the Project with the proceeds of the bonds or notes to be issued under the provisions thereof. The allocation of such reimbursement bond proceeds to an expenditure shall be made in accordance with the time limitations and other requirements of such

regulations. The Finance Director is authorized to pay Project expenses in accordance herewith pending the issuance of the reimbursement bonds or notes.

Section 8. The Town of Westport, or other proper authority of the Town, is authorized to take all necessary action to apply to the State of Connecticut, and accept from the State or other parties, grants, gifts and contributions in aid of further financing the Project. Once the appropriation becomes effective, the First Selectman, or other appropriate official of the town, is hereby authorized to spend a sum not to exceed the aforesaid appropriation for the Project and is specifically authorized to make, execute and deliver any contracts or other documents necessary or convenient to complete the Project and the financing thereof.

Section 9. The Committee is hereby authorized to take all action necessary and proper for the sale, issuance and delivery of the bonds (and notes) in accordance with the provisions of the Town Charter, the Connecticut General Statutes, and the laws of the United States.





# WESTPORT CONNECTICUT

## PARKS AND RECREATION DEPARTMENT

LONGSHORE CLUB PARK

260 SOUTH COMPO ROAD, WESTPORT, CT 06880

(203) 341-5090

Approved BOF 2/6/13

BACK UP MATERIAL  
RTM ITEM # 4

January 22, 2013

**RECEIVED**

JAN 22 2013

TOWN OF WESTPORT  
SELECTMAN'S OFFICE

Gordon Joseloff  
First Selectman  
Town Hall  
110 Myrtle Avenue  
Westport, CT 06880

Dear Mr. Joseloff:

The Parks and Recreation Department respectfully requests to be placed on the Board of Finance Agenda for the following appropriation:

**Account:** 832-577000  
Golf - Equipment

**Amount Requested:** \$34,200.00

**Reason:** Replacement of 1989 Ford tractor/loader

*1989 Ford tractor scheduled for replacement in the 2013-14 F.Y. developed a crack in the engine block in September. Efforts to repair by welding were unsuccessful. Estimates for rebuilding the short block were \$20,000. Additionally it can be assumed that once in for replacement other repairs would likely be recommended further increasing the total cost of repairs. Repair, at that cost, of a tractor in poor condition and scheduled for replacement is not advisable.*

*We are requesting an appropriation for immediate replacement. The Tractor is an essential piece of equipment for the maintenance of the golf course. The Golf Division capital requests for 2013-14 will be adjusted to reflect this purchase ahead of replacement schedule.*

Sincerely,

Stuart McCarthy  
Director of Parks and Recreation

Approved for submission to the  
Board of Finance (2/6/13)

SSMcC:sk

cc: Gary Conrad

Gordon F. Joseloff, First Selectman

BACK UP MATERIAL  
RTM ITEM # 6

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

July 1, 2013 - June 30, 2016

February 5, 2013  
Doc# 2589081v3

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## PREAMBLE

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

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

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

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

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

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

## ARTICLE I RECOGNITION

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

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

## ARTICLE II CLASS SIZE AND STAFFING ADEQUACY

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

## ARTICLE III OTHER POLICIES

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

## ARTICLE IV DURATION

The provisions of this Agreement shall be effective as of July 1, 2013, except as specifically provided otherwise, and shall continue in full force and effect without reopening or change of any kind to and including June 30, 2016.

## ARTICLE V NEGOTIATIONS PROCEDURES

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

ARTICLE VI  
SEVERABILITY

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

ARTICLE VII  
STATE STATUTES AND TOWN CHARTER

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

ARTICLE VIII  
CONFERENCES

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

ARTICLE IX  
GRIEVANCE PROCEDURES

A. Definition

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

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

3. "Teachers" shall mean any member of the bargaining unit and may include a group of teachers similarly affected by a grievance.

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

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

B. Time Limits

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

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

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

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

C. Representation

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

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

D. Records and Files

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

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

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

E. Miscellaneous

1. The sole remedy available to any teacher for any alleged breach of this Agreement or any alleged violation of the teacher's rights hereunder shall be pursuant to this grievance procedure; provided, however, that nothing contained herein shall deprive any



teacher of any legal right which he/she may have under statutes applicable to such professional employees.

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

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

#### F. Grievance Procedure Levels

The following shall be the procedure for processing grievances:

##### 1. Level One - Referral to Immediate Authority

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

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

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

##### 3. Level Three - Referral to the Board of Education

Where resolution of the grievance has not been secured at Level Two, the grievance shall be brought in writing to the Board of Education. At this time the persons to whom the grievance was brought in Levels One and Two shall be notified by the grievant. Where the Board alleges a breach of this Agreement, then the parties shall meet thereon as a

Level Three issue. The parties may by mutual agreement in writing waive any hearing at Level Three, and the grievant may submit the grievance to arbitration within the same time limits that would apply had a decision at Level Three been issued on the date of any such written agreement to waive Level Three.

4. Level Four - Arbitration

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

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

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

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

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

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

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

G. Timetable for Handling Grievances:

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

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

ARTICLE X  
WAGE SCALES

A. Teachers' salary schedules for the 2013-2014, 2014-2015 and 2015-2016 school years are attached as Appendix A.

B. Schedules for compensation for extracurricular activities for the 2013-2014, 2014-2015 and 2015-2016 school years are attached and made a part hereof as Appendix B.

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

D. Teachers serving as TEAM mentors shall receive as a stipend the designated amount of State reimbursement for such service, if any, plus \$300 paid by the Board. Teachers will be paid one (1) hour at the curriculum rate for each paper reviewed.

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

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

## ARTICLE XI SUMMER SCHOOL

### A. Opportunity for Summer School Employment

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

### B. Salary Schedule - Five and Six Week Teaching Assignments

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

1. If the teaching assignment is not six weeks in duration, the salary of the teacher involved will be prorated on the Appendix C scale.

2. The course to be taught, the type of course and the number of hours of employment shall be determined by the Principal of Continuing Education and Summer School; in particular, a teacher may not teach for more than four (4) hours per day.

3. Salaries will be paid biweekly on the last day of the week.

4. Teachers of under-enrolled classes may elect to teach for the amount of the fees collected.

## ARTICLE XII COMPENSATION FOR SUMMER CURRICULUM PROJECTS

The compensation rate for teachers participating in summer curriculum workshops shall be \$23.00 per hour in each year of this Agreement.

The compensation rate for summer curriculum workshop leaders shall be \$30.00 per hour in each year of this agreement.

ARTICLE XIII  
COMPENSATION FOR GUIDANCE COUNSELORS  
AND SCHOOL PSYCHOLOGISTS

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

ARTICLE XIV  
COMPENSATION FOR TUTORING HOMEBOUND PUPILS

The compensation rate for tutoring homebound pupils and other pupils as authorized shall be \$50.00 per hour.

ARTICLE XV  
COMPENSATION FOR OVERNIGHT FIELD TRIPS

For supervisory duties on overnight trips that are related to the curriculum (excluding foreign travel, extracurricular and co-curricular activities), members of the unit shall be compensated at the rate of two times the middle school intramurals salary listed in Appendix B per night.

ARTICLE XVI  
MEDICAL INSURANCE

A. A program of benefits shall be provided on a contributory basis to each eligible employee and their eligible dependents. Health benefits shall be in the form of a High Deductible Health Plan (HDHP) with a Health Savings Account (HSA). The deductible for such HDHP shall be \$2000 for individuals and \$4000 for families. The Board will contribute 50% of the deductible for active employees participating in the HDHP. Employees may choose to "buy-up" to a Preferred Provider Organization (PPO) plan by paying the cost difference between what the Board would have contributed to the applicable HDHP premium equivalent and the cost of the PPO. Any employee ineligible for the HDHP may participate in a Health Reimbursement Arrangement (HRA) with the same terms as the HDHP. Board funding to the HRA shall include a rollover feature allowing any unused HRA deductible funds to be rolled over up to the amount legally allowed.

The Board's deposit toward the HDHP deductible will be made as follows:

July 1, 2013: 50%  
September 1, 2013: 25%  
December 1, 2013: 25%  
Starting July 1, 2014, 25% at the beginning of each quarter

There will be no cost for preventative care. Once the HDHP deductible is met, benefits will be covered at 100% for in-network. Out-of-network services will be subject to an 80%/20% co-insurance after the deductible is met with an out-of-pocket maximum of \$4,000/\$8,000 (including satisfying the deductible). The Board will pay for all full-time employees (84%) of the costs of all premiums and the employee shall pay sixteen percent (16%) of such costs. Effective July 1, 2014, the Board will pay for all full-time employees eighty-three percent (83%) of the cost of all premiums and the employee shall pay seventeen percent (17%) of such costs. Effective July 1, 2015, the Board will pay for all full-time employees eighty-two percent (82%) of the cost of all premiums and the employee shall pay eighteen percent (18%) of such costs. To establish HDHP rates for 2013-2014, the parties will retain a mutually acceptable insurance consultant, and the parties shall split the cost. Contributions will be based upon the cost of coverage elected by the teacher, i.e. individual, individual plus one, family (the employee premium share contributions shall be computed on the basis of actual expenditures in the prior year). Employee premium share contributions shall be made pursuant to an I.R.C. Section 125 Plan (pre-tax contribution) implemented by the Board.

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

The PPO “buy up” plan design, administered by CIGNA shall include a \$25.00 doctor visit co-payment, \$50 urgent care co-payment, \$100 emergency room co-payment, \$150 out-patient hospital services co-payment, \$200 in-patient hospital services co-payment, shall permit annual mammography without age restrictions. For out-of-network services, the teacher will be responsible for a \$300 individual deductible, with 80% co-insurance for the first \$6,000 of expenses and 100% thereafter.

Prescription benefits under the HDHP and the PPO “buy up” plan shall be provided through a prescription benefits manager (PBM), designated by the Board through a formulary established by the Board. The co-payments under the PPO shall be the same as for the HDHP, except that for the HDHP, co-payments under the formulary plan will apply after the deductible is met up to an additional out-of-pocket maximum of \$1000/\$2000. The co-payments shall be \$10.00 for generic, \$30.00 for preferred brand, and \$45.00 for non-preferred brand, with mail order of two and one-half (2.5) times these retail co-payments for a ninety day supply. A participant shall pay the difference between the brand name drug cost and the generic drug cost when a generic is available and the individual elects to take the brand name drug without a physician’s specification, “Dispense As Written” (“DAW”) provided for medical reasons. A summary of the benefits of these plans shall be set forth for informational purposes in Appendices D and E, provided that the actual benefit shall be determined in accordance with the insurance contract(s).

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

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

C. Insurance Carriers

The Board of Education at its sole discretion may change the identity of carriers or administrators contracted to provide or to administer medical, prescription drug, dental, vision and/or life insurance in whole or in part. Prior to changing vendors under this section, the

Board shall notify the President of the Association at least thirty (30) days in advance of the nature of the proposed change and the reasons therefore.

During the next ensuing thirty (30) day period, the parties shall meet and the reasons for the proposed change shall be more fully explained. Any changes in the identity of the carriers or administrators contracted to provide or to administer medical, prescription drug, dental, vision and/or life insurance benefits in whole or in part must provide substantially equal coverage, benefits and service to the members of the bargaining unit and their dependents at no additional cost, and any claims then or thereafter that this is not the case may be the subject of a grievance under the controlling grievance procedures. If, during the thirty (30) day period set forth above, the parties cannot agree that this is the case, either the Board or the Association may invoke arbitration as provided under this Agreement for the purpose of determining whether the proposed change or changes will, in fact, provide equal benefits, at no additional cost to covered employees or their dependents. Network equivalence shall not be a factor in considering substantial equivalence in coverage, benefits and service, provided that there is no disruption of physicians of greater than fifteen percent (by visit). A change in formulary shall be considered equivalent if at least 90 of the 100 drugs most commonly used by Westport teachers shall be included in the formulary. Any arbitration under this clause will be final and binding as provided by the contract, preferably before an arbitrator experienced in insurance matters.

D. Flexible Spending Account

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

ARTICLE XVII  
PHYSICAL EXAMINATIONS FOR PROFESSIONAL PERSONNEL

A. Continuing Personnel

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

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

B. Health Summary

The contents of the health statements will be made available only to the teacher, the physician and the school medical advisor. All records will be confidential and kept in the office of the school medical advisor. When the protection of the teacher's health and that of the pupils requires a teacher's absence or some other adjustment in the personnel or work



arrangements, the office of the school medical advisor will be privileged to indicate to the Superintendent the specific nature of the ailment and to recommend the necessary action.

ARTICLE XVIII  
ROUTINE LEAVES OF ABSENCE

A. Emergency Leave

1. Application

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

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

2. Types of Emergency Leave

a. Bereavement

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

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

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

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

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

b. Critical Illness

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

c. Legal

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

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

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

### 3. Definition of Terms

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

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

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

### B. Professional Leave

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

### C. Personal Leave

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

a. Personal leave shall be with the prior approval and permission of the appropriate principal, and such approval shall not be unreasonably withheld. Such leave shall be used only for pressing personal business which requires the presence of the teacher and which may not be conducted with reasonable convenience outside the school day or year. Each application for personal leave shall be submitted to the principal or immediate supervisor describing the need in general terms as illustrated in Subsection (e) below (e.g., house closing, emergency repair, family problem other than illness) to demonstrate compliance with the above.

- b. The business office pays both the teacher and the substitute.
- c. The leave request will be submitted to the principal in writing and in advance when possible.
- d. These days will be noncumulative and, except with the approval of the Superintendent or Superintendent's designee, cannot fall on the day immediately preceding or following a school holiday or vacation.
- e. The following is intended as a guide for the interpretation of personal leave.
  - 1. Personal - property (e.g., emergency repair)
  - 2. Personal - family (e.g., family problem other than illness)
  - 3. Personal - schooling (e.g., personal or family graduation)
  - 4. Legal - (e.g., a house closing)

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

- a. the request must be reviewed and approved by the Superintendent, or Superintendent's designee.
- b. substitute pay will be deducted from the teacher's salary.
- c. prior permission on the appropriate form is necessary.
- d. the reason for the leave and the date of absence must be clearly indicated.

D. Religious Holidays

- 1. Members of any religious faith may apply for principal religious holidays (comparable to Christmas, Good Friday or Easter) without loss of pay.
- 2. Time granted for religious holidays will not be deducted from allowances for absences (as 1 above).
- 3. A maximum of three (3) days is allowed for this purpose.

E. Sick Leave

Teachers are eligible for fifteen (15) days of sick leave each year, cumulative to the state minimum. The Board of Education shall notify teachers by the 30th of October of each

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

4th through 5th year of teaching in Westport	- 30 days
6th through 10th year of teaching in Westport	- 60 days
Over 10 years of teaching in Westport	- 90 days

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

F. Other

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

ARTICLE XIX  
MATERNITY, CHILDREARING AND ELDERCARE LEAVE

A. Maternity Leave:

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

B. Childrearing Leave:

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

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

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

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

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

C. Eldercare Leave

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

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

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

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

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

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

ARTICLE XX  
REASSIGNMENT TO ACTIVE DUTY AFTER LEAVE OF ABSENCE

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

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

## ARTICLE XXI PARTICIPATION IN POLITICAL ACTIVITY

### A. Participation:

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

1. In compliance with Connecticut General Statutes, Section 10-232, a professional employee elected to the Westport Board of Education must resign from the school system upon taking office.
2. A professional employee must comply with other existing town ordinances and state statutes.

## ARTICLE XXII TRAVEL INSURANCE

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

## ARTICLE XXIII DUES DEDUCTION

- A. The Board of Education agrees, upon the voluntary written request from any certified employee submitted on a form approved by the Board, to deduct from that employee's salary dues for the Westport Education Association, Inc., the Connecticut Education Association and/or the National Education Association and to transmit such monies so deducted at a time to be agreed upon between the Board of Education and the Union to the Westport Education Association, Inc. Any certified employee submitting a written request for such dues deduction shall be subject to dues deductions during the remainder of his or her employment by the Board of Education, or until the Board receives a written request from the employee that dues no longer need be deducted.

Such written request for withdrawal from dues deductions shall only be accepted and honored by the Board between June 1 and June 30 of any year of this Agreement to be effective on June 30 of the same year.

- B. For teachers not subject to dues deduction in accordance with paragraph A above, the Westport Board of Education agrees to deduct from each teacher an amount equal to the Union membership dues or service fee by means of payroll deduction.
- C. The amount of the deduction from each paycheck for Union membership dues shall be equal to the total dues divided by the number of paychecks from which the teacher wishes dues to be deducted. The amount of the deduction from each paycheck for the service fee shall be equal to the total service fee divided by the total number of paychecks between the first paycheck in January and the last paycheck in June. The amount of Union membership dues shall be certified by the Union to the Board of Education prior to September 15th of each school year. The amount of the service fee shall be certified by the Union to the Board of Education prior to December 15th of each school year.
- D. Those teachers whose employment commences after the start of the school year shall pay a prorated amount equal to the percentage of the remaining school year.
- E. The Board of Education agrees to forward to the Union biweekly a check for the amount of money deducted during that pay period. The Board shall include with such check a list of teachers for whom such deductions were made.
- F. No later than the first paycheck in October of each school year, the Board of Education shall provide the Union with a list of all teacher employees of the Board of Education and the positions held by said teacher employees. The Board shall notify the Union monthly of any changes in said list.
- G. The singular reference to the "Union" herein shall be interpreted as referring to the Westport Education Association, the Connecticut Education Association, and the National Education Association.
- H. The Union shall hold the Board harmless against any and all claims, demands, liabilities, lawsuits, attorney's fees or other costs which may arise out of or by reason of actions taken against the Board as a result of the enforcement or administration of this article. The Board reserves the right to be represented by counsel of its choice and the Board shall be reimbursed for its reasonable legal fees. The Union and the Connecticut Education Association agree that they will not contest the provisions of this paragraph, and further agree that it is valid and enforceable by the Board.

ARTICLE XXIV  
TEACHER WORK YEAR

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

1. The teacher work year shall consist of 188 days for staff to include 182 instructional days and 6 non-instructional days.
2. Except as negotiated with the Association, single day holidays and extended vacations for teachers shall be the same as for students.
3. There shall be a shortened day prior to the Thanksgiving holiday. There shall be a shortened day prior to the Christmas vacation on December 23<sup>rd</sup> with no school on the 24<sup>th</sup>. When the Christmas vacation begins at the end of school on December 22<sup>nd</sup> or earlier, that day shall be a full day for staff and students. There shall be a shortened day for students on the last day of school.
4. All teachers shall be required to attend two (2) evening meetings of no more than three (3) hours duration during the first half of each school year and one (1) evening meeting of equal length during the second half of each school year. At least one of the first semester meetings shall be reserved for Back-to-School Night activities, with the other two meetings utilized for either Back-to-School Night activities or parent-teacher conferences, said decision to be made by the Board. Parent-teacher conference days at the elementary school level shall be limited to three (3) during each of the first and second halves of the school year.

ARTICLE XXV  
THE TEACHING DAY

A. Duration

The duration of the teaching day is defined as no more than seven and one-half (7 ½) hours. Of this time six and three-quarter hours (6 ¾) hours is assigned to the formal student schedule and forty-five minutes to unscheduled teacher activities within the building. Normally, teachers are expected to be present up to one-half (½) hour before the official opening of classes and to remain for up to one-half (½) hour following the official end of classes (not to exceed forty-five (45) minutes in total), but variations in the timing of these unscheduled activities are at the discretion of the principal. Scheduled activities such as staff meetings and authorized in-service programs may extend beyond the duration of the teaching day. In addition to the foregoing, beginning in September 2007, all staff members shall be required to attend periodic professional activities scheduled for two hours beyond the normal teacher work day, not to exceed twenty hours annually, such as curriculum committees, team meetings, meetings related to specific students, and other professional activities. The parties recognize that this responsibility shall be implemented in a manner that fairly balances the need



elementary schools if said teachers are required to cover for an absent teacher during their scheduled preparation time or lunch period.

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

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

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

#### ARTICLE XXVIII EMPLOYMENT OF REPLACEMENT TEACHERS

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

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

- a. place the substitute on the beginning step of the BA Schedule or on a step consistent with his/her experience for placement on the salary schedule if the teacher is certified, or
- b. employ a certified teacher for the duration of the absence at the beginning step of the BA Schedule or on a step consistent with his/her experience for placement on the salary schedule.

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

ARTICLE XXIX  
PROFESSIONAL PROGRESS

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

Teachers assigned to less than 1.0 FTE shall attend a proportionate amount of the professional development days annually that are built into the calendar (e.g., a teacher with a 0.5 FTE assignment shall attend three of the six professional development days.) The determination of which days the teacher shall attend shall be made by the teacher's principal or other supervisor in consultation with the part-time teacher. Any part-time teacher who is directed to attend professional development days beyond the proportionate amount as described above will be compensated on a per diem basis for any such additional time.

ARTICLE XXX  
REIMBURSEMENT FOR GRADUATE STUDY

A. A fund not to exceed \$50,000 shall be established for tuition reimbursement. Tenured staff members may be reimbursed for courses taken at colleges or universities. Reimbursement will be one-half (1/2) of the tuition cost, not to exceed six hundred fifty dollars (\$650) (which shall increase to seven hundred dollars (\$700) in 2011-2012 and to seven hundred fifty dollars (\$750) in 2012-2013) per fiscal year per person. Such reimbursement will be made in order of application until the allocated \$50,000.00 is expended. Online courses shall be subject to reimbursement under this Article only to the extent that such courses may be used for salary credit in accordance with XXX Appendix A, Provisions Relating to Salaries.

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

ARTICLE XXXI  
TRANSFERS

A. The Board of Education recognizes that the teacher, in the course of his/her employment, may want and need experience in other schools and/or at other grade levels. The Board encourages such transfers where training and skill are appropriate and in the best interests of the teacher and students involved.

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

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

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

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

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

1. Teachers to be transferred will be selected from a pool of appropriately certified staff members drawn from among those teachers most recently assigned to the High School.
2. The pool of possible transferees will be larger than the number to be transferred. Approximately two teachers will be placed in the pool for every full position or fraction of a position to be reduced in each subject area.
3. The pool will be augmented by those requesting transfer, if any.

4. In some instances, the program needs of the school may make it necessary to transfer a teacher who is not one of the most recent assignees or one who has requested transfer.

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

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

## ARTICLE XXXII OPPORTUNITIES FOR ADVANCEMENT

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

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

## ARTICLE XXXIII MEETINGS

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

ARTICLE XXXIV  
PROTECTION FROM ARBITRARY ACTION

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

B. No material originating after initial date of employment shall be placed in any teacher's personnel file unless the teacher has first had an opportunity to review the material. The teacher may submit a written notation regarding any material, and the same shall be attached to the file copy of the material in question. If the teacher believes that material to be placed in his or her file is inappropriate or in error, he/she may receive adjustment through the grievance procedure. If the teacher is asked to sign material placed in the teacher's file, such signature shall be understood to indicate his or her awareness of the material, but in no instance shall said signature be interpreted to mean the teacher's agreement with the content of the material.

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

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

ARTICLE XXXV  
ORIENTATION AND TRAINING OF STAFF

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

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

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

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

ARTICLE XXXVI  
SENIORITY

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

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

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

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

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

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

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

B. Recall

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

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

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

ARTICLE XXXVII  
REIMBURSEMENT FOR TRAVEL

Personnel covered by this contract who have teaching assignments in two or more schools in Westport shall be reimbursed for travel between said schools at the approved IRS rate per mile. In addition, the PDEP Consultant will receive reimbursement at the approved IRS rate per mile for travel incurred in fulfillment of his/her duties with one-half paid by the Board and one-half paid by the WEA. Reimbursement shall be made on a monthly basis based on a preprinted written voucher for reimbursement submitted by the teacher to his or her immediate supervisor.

ARTICLE XXXVIII  
TUTORING OF STUDENTS

Teachers are prohibited from tutoring for direct or indirect compensation students who are in their classes during the school year or during the summer after the student was in their class or during the summer before the student is going to be in their class (after class membership for the coming school year is known to the teacher).

ARTICLE XXXIX  
EXTRACURRICULAR ACTIVITIES

A. The Westport Board of Education retains the right to create and eliminate extracurricular positions (including sports) and the Westport Education Association

retains the right to negotiate over compensation, hours and working conditions as defined in Connecticut General Statute 10-153g.

- B. An evaluation system shall be maintained for evaluating extracurricular employees. Such evaluation system shall provide for:
  - 1) the use of an evaluation instrument developed in partnership with the Association.
  - 2) observations(s) by a supervisor with appropriate dialogue and feedback.
  - 3) a final written evaluation completed by the supervisor no more than four weeks after the completion of the extracurricular activity.
  - 4) a recommendation pertaining to reemployment.
  
- C. The Westport Board of Education shall post vacant extracurricular positions and shall grant qualified internal applicants an interview for such positions in accordance with established practice, and shall appoint extracurricular employees from within or outside the Westport Public Schools. At the end of the incumbent's first year of service, the Superintendent or the Superintendent's designee, taking into consideration the final written evaluation pursuant to paragraph B, shall have the authority to offer the incumbent reemployment for the following year.
  
- D. After an extracurricular employee is hired for a second year, the employee shall be offered reemployment for the succeeding year based on a satisfactory final written evaluation pursuant to paragraph B. If the final written evaluation is unsatisfactory, the Superintendent or designee may place the employee on probation or not offer reemployment.
  
- E. Following the second or subsequent year of employment, an extracurricular employee who is not recommended for reemployment may challenge the recommendation as follows. Within seven school days of the date of the written notification that the employee will not be reemployed, the employee shall file a written request for review with the Superintendent. The Superintendent shall meet with the extracurricular employee, the evaluator and other appropriate personnel, and shall render a written decision on the matter within seven school days of such meeting. The extracurricular employee, may appeal the Superintendent's decision to the Board of Education. The Board of Education shall meet with the extracurricular employee, the Superintendent and other appropriate personnel, and shall issue a written decision on the matter within fourteen school days of such meeting. The decision of the Board of Education shall be final. The time schedule of this section may be altered by mutual consent.
  
- F. Notwithstanding the foregoing procedure, the Superintendent reserves the right to terminate the employment of an extracurricular advisor immediately for due and sufficient cause as defined in Connecticut General Statute 10-151d.
  
- G. Before beginning an extra curricular position a teacher shall have a signed, dated contract. The signed contract shall serve to inform the teacher in general of the nature



and responsibilities of the position, the negotiated compensation for the position, and of the Personnel Office's review and authorization of the position.

#### ARTICLE XL MILITARY LEAVE

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

1. such service is rendered during the school year;
2. the total pay (that received from the Board of Education and that received as a reservist) shall not exceed the teacher's full regular salary for that period;
3. proof from the branch of the service involved must be submitted in writing to the Superintendent of Schools stating that such service cannot be rendered at any other time;
4. the leave shall not be deducted from sick leave or from personal days.

#### ARTICLE XLI NO STRIKE, NO LOCKOUT

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

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

#### ARTICLE XLII WORKERS' COMPENSATION

Each employee who is injured or disabled in the performance of his/her duties and as a result thereof has been determined to be entitled to workers' compensation payments pursuant to state statute, shall be entitled to a supplement of workers' compensation payments to assure that teachers continue to receive one hundred percent of salary (net of taxes) from the date of injury until (1) such time as he/she is able to return to duty or reaches the point of maximum recovery, or (2) one (1) calendar year, whichever comes first. During any such required leave thereafter, the employee shall be permitted to continue on leave at full pay by supplementing workers' compensation payments by proportionately charging sick leave to the extent accrued. Nothing herein shall affect rights or benefits under existing Workers' Compensation Law.

This agreement was reached this \_\_\_\_ day of \_\_\_\_\_, 2013.

WESTPORT BOARD OF EDUCATION    WESTPORT EDUCATION ASSOCIATION

By \_\_\_\_\_

By \_\_\_\_\_

APPENDIX A-1

TEACHERS' SALARY SCHEDULE  
 JULY 1, 2013 - JUNE 30, 2014

Step	BA Degree	BA + 1 Yr. (MA or BA +30)	BA + 2 Yr. (MA +30 or BA +60)	BA + 3 Yr. (MA + 60)
1				
2				
3				
4	48,307	51,855	56,102	60,101
5	50,496	54,156	58,396	62,506
6	52,783	56,559	60,784	65,007
7	55,175	59,068	63,269	67,608
8	57,674	61,689	65,856	70,313
9	60,287	64,426	68,549	73,126
10	63,018	67,284	71,352	76,052
11	65,873	70,269	74,269	79,095
12	68,857	73,387	77,306	82,259
13	71,977	76,643	80,467	85,551
14	75,238	80,043	83,758	88,974
15	80,022	83,595	87,183	92,533
16		87,303	90,747	96,236
17		91,177	94,458	100,086
18		96,888	98,320	104,091
19			104,132	110,149

Teachers shall advance one step on the 2013-2014 salary schedule from where they were on during the 2012-2013 school year.

APPENDIX A-2

TEACHERS' SALARY SCHEDULE  
JULY 1, 2014 - JUNE 30, 2015

Step	BA Degree	BA + 1 Yr. (MA or BA + 30)	BA + 2 Yr. (MA + 30 or BA + 60)	BA + 3 Yr. (MA + 60)
1				
2				
3				
4	48,670	52,244	56,522	60,552
5	49,772	53,403	57,678	61,763
6	52,026	55,773	60,037	64,234
7	54,383	58,248	62,492	66,805
8	56,847	60,832	65,047	69,478
9	59,423	63,531	67,707	72,257
10	62,115	66,349	70,476	75,148
11	64,929	69,292	73,357	78,155
12	67,871	72,367	76,356	81,282
13	70,945	75,578	79,478	84,534
14	74,159	78,931	82,728	87,917
15	78,632	82,433	86,111	91,434
16		86,090	89,632	95,092
17		89,909	93,297	98,897
18		95,246	97,112	102,854
19			102,532	108,502
*	81,462	98,632	106,006	112,132

Teachers shall advance one step on the 2014-15 salary schedule from where they were during the 2013-14 school year.

\*Teachers at maximum step in their respective columns in 2013-2014 shall move to this step for 2014-2015

APPENDIX A-3

TEACHERS' SALARY SCHEDULE  
 JULY 1, 2015 - JUNE 30, 2016

Step	BA Degree	BA + 1 Yr. (MA or BA +30)	BA + 2 Yr. (MA +30 or BA +60)	BA + 3 Yr. (MA + 60)
1				
2				
3				
4	49,059	52,662	56,974	61,036
5	51,281	54,998	59,305	63,478
6	53,603	57,440	61,730	66,018
7	56,033	59,988	64,254	68,661
8	58,571	62,649	66,881	71,407
9	61,226	65,429	69,617	74,263
10	63,998	68,330	72,463	77,235
11	66,899	71,362	75,425	80,326
12	69,929	74,530	78,509	83,539
13	73,096	77,836	81,719	86,882
14	76,408	81,289	85,061	90,359
15	83,091	84,896	88,539	93,972
16		88,662	92,159	97,734
17		92,595	95,927	101,643
18		100,605	101,000	105,711
19			108,126	114,375

\*Teachers at maximum step in their respective columns in 2014-2015 shall return to the maximum step in the appropriate column on the regular salary schedule for 2015-2016

No Step increase. Teachers shall remain on the same step on the 2015-16 salary schedule as they were on during the 2014-15 year except as noted above.

APPENDIX B

EXTRACURRICULAR ACTIVITIES SALARY SCHEDULE

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

Category		1	2	3	4	5	
SHS Head Coach/Football	2013-14	7,124	7,511	7,919	8,381	8,852	
	2014-15	7,252	7,646	8,062	8,532	9,011	
	2015-16	7,397	7,799	8,223	8,703	9,191	
SHS Head Coach/Boys Basketball	2013-14	6,494	6,871	7,233	7,805	8,007	
	SHS Head Coach/Girls Basketball	2014-15	6,611	6,995	7,363	7,945	8,151
		2015-16	6,743	7,135	7,510	8,104	8,314
SHS Head Coach/Boys Soccer	2013-14	5,636	5,964	6,278	6,775	7,011	
SHS Head Coach/Girls Soccer	2014-15	5,737	6,071	6,391	6,897	7,137	
SHS Head Coach/Field Hockey	2015-16	5,852	6,192	6,519	7,035	7,280	
SHS Head Coach/Boys Volleyball							
SHS Head Coach/Girls Volleyball							
SHS Head Coach/Ice Hockey							
SHS Head Coach/Girls Swimming							
SHS Head Coach/Boys Swimming							
SHS Head Coach/Wrestling							
SHS Head Coach Boys Track(W) <sup>1</sup>							
SHS Head Coach Girls Track(W)							
SHS Head Coach Gymnastics							
SHS Head Coach Baseball							
SHS Head Coach Softball							
SHS Head Coach/Boys Lacrosse							
SHS Head Coach/Girls Lacrosse							
SHS Head Coach/Boys Track(S) <sup>2</sup>							
SHS Head Coach/Girls Track(S)							
SHS Drama Director (F) <sup>3</sup>							
SHS Drama Director (S)							
MS Drama Producer							

<sup>1</sup> Winter

<sup>2</sup> Spring

<sup>3</sup> Fall

Category		1	2	3	4	5
SHS Band Director						
SHS Choral Director	2013-14	5,636	5,964	6,278	6,775	7,011
SHS Orchestra Director	2014-15	5,737	6,071	6,391	6,897	7,137
SHS Inklings Advisor	2015-16	5,852	6,192	6,519	7,035	7,280
SHS Yearbook Advisor						
SHS 1 <sup>st</sup> Asst Coach/Football	2013-14	4,711	4,908	5,114	5,332	5,558
	2014-15	4,796	4,996	5,206	5,428	5,658
	2015-16	4,892	5,096	5,310	5,537	5,771
SHS Head Coach/Boys Tennis	2013-14	4,396	4,518	4,636	4,876	5,118
SHS Head Coach/Girls Tennis	2014-15	4,475	4,599	4,719	4,964	5,210
	2015-16	4,565	4,691	4,813	5,063	5,314
SHS Asst Coach/Boys Basketball	2013-14	4,489	4,609	4,729	4,850	5,090
SHS Asst Coach/Girls Basketball	2014-15	4,570	4,692	4,814	4,937	5,182
	2015-16	4,661	4,786	4,910	5,036	5,286
SHS Media Club Advisor	2013-14	4,216	4,336	4,457	4,698	4,937
	2014-15	4,292	4,414	4,537	4,783	5,026
	2015-16	4,378	4,502	4,628	4,879	5,127
SHS Head Coach/Boys Cr Country	2013-14	3,992	4,188	4,393	4,610	4,836
SHS Head Coach/Girls Cross Country	2014-15	4,064	4,263	4,472	4,693	4,923
SHS Head Coach/Cheer Leading(F)	2015-16	4,145	4,348	4,561	4,787	5,021
SHS Head Coach/Cheer Leading(W)						
SHS Head Coach/Boys Ski						
SHS Head Coach/Girls Ski						
SHS Head Coach/Boys Golf						
SHS Head Coach/Girls Golf						
SHS 12 <sup>th</sup> Grade Advisor	2013-14	4,093	4,216	4,336	4,576	4,817
SHS Drama Assistant	2014-15	4,167	4,292	4,414	4,658	4,904
SHS AFS Advisor	2015-16	4,250	4,378	4,502	4,751	5,002
SHS Pool Director	2013-14	3,931	4,127	4,334	4,548	4,776
MS Yearbook Advisor	2014-15	4,002	4,201	4,412	4,630	4,862
MS TV Production Advisor	2015-16	4,082	4,285	4,500	4,723	4,959

Category		1	2	3	4	5
SHS 2 <sup>nd</sup> Asst Coach/Football	2013-14	3,852	4,064	4,276	4,486	4,698
	2014-15	3,921	4,137	4,353	4,567	4,783
	2015-16	3,999	4,220	4,440	4,658	4,879
SHS Technical Director <sup>4</sup> (Drama)	2013-14	\$71.05	/hour			
MS Technical Director <sup>5</sup> (Drama)	2014-15	\$72.33	/hour			
MS Intramurals - Athletics <sup>6</sup>	2015-16	\$73.78	/hour			
MS Asst Drama Director	2013-14	3,317	3,497	3,675	3,873	4,078
	2014-15	3,377	3,560	3,741	3,943	4,151
	2015-16	3,445	3,631	3,816	4,022	4,234
SHS Asst Coach/Boys Soccer	2013-14	3,291	3,471	3,650	3,845	4,050
SHS Asst Coach/Girls Soccer	2014-15	3,350	3,533	3,716	3,914	4,123
SHS Asst Coach/Field Hockey	2015-16	3,417	3,604	3,790	3,992	4,205
SHS Asst Coach/Girls Volleyball						
SHS Asst Coach/Girls Swimming						
SHS Asst Coach/Ice Hockey						
SHS Asst Coach/Boys Swimming						
SHS Asst Coach/Boys Diving						
SHS Asst Coach/Wrestling						
SHS Asst Coach/Boys Track(W)						
SHS Asst Coach/Girls Track						
SHS Asst Coach/Baseball						
SHS Asst Coach/Softball						
SHS Asst Coach/Boys Lacrosse						
SHS Asst Coach Girls Lacrosse						
SHS Freshman Coach Boys Basketball						
SHS Freshman Coach Girls Basketball						
SHS Asst Coach/Boys Track(S)						
SHS Asst Coach/Girls Track(S)						
SHS Asst Coach/Boys Volleyball						
SHS Drama Production Director(F)	2013-14	2,952	3,190	3,432	3,673	3,914
SHS Drama Production Director(S)	2014-15	3,005	3,247	3,494	3,739	3,984
	2015-16	3,065	3,312	3,564	3,814	4,064

<sup>4</sup> Not to exceed \$3,109 in 13-14, \$3,165 in 14-15, \$3,228 in 15-16

<sup>5</sup> Not to exceed \$3,659 in 13-14, \$3,725 in 14-15, \$3,800 in 15-16

<sup>6</sup> Not to exceed \$40,736 in 13-14, \$41,469 in 14-15, \$42,298 in 15-16



Category		1	2	3	4	5
SHS Media Club Asst Advisor	2013-14	2,971	3,126	3,279	3,448	3,620
MS Drama Workshop Director	2014-15	3,024	3,182	3,338	3,510	3,685
	2015-16	3,084	3,246	3,405	3,580	3,759
MS Blue/Gold Coordinator	2013-14	2,912	3,067	3,219	3,387	3,561
	2014-15	2,964	3,122	3,277	3,448	3,625
	2015-16	3,023	3,184	3,343	3,517	3,698
MS Choreographer	2013-14	2,836	2,987	3,141	3,310	3,483
	2014-15	2,887	3,041	3,198	3,370	3,546
	2015-16	2,945	3,102	3,262	3,437	3,617
Elem Band Director	2013-14	2,826	2,979	3,131	3,301	3,474
Elem Chorus Director	2014-15	2,877	3,033	3,187	3,360	3,537
Elem Orchestra Director	2015-16	2,935	3,094	3,251	3,427	3,608
MS Intramural Coordinator						
MS Band Director						
MS Camerata Director						
MS Chamber Orchestra Director						
MS Orchestra Director						
MS Choral Director						
MS Jazz Band Director						
SHS Math Club Advisor						
SHS Stud. Orientation Comm. Advisor						
SHS Best Buddies Advisor						
SHS Gay/Straight Alliance Advisor						
SHS Culinary Arts Club Advisor						
SHS Asst Coach/Cheer Leading(F)						
SHS Asst Coach/Cheer Leading(W)						
SHS Freshman Football Coach	2013-14	2,831	2,952	3,071	3,190	3,372
	2014-15	2,882	3,005	3,126	3,247	3,433
	2015-16	2,940	3,065	3,189	3,312	3,502
SHS 11 <sup>th</sup> Grade Advisor	2013-14	2,769	2,891	3,011	3,130	3,252
SHS Student Assembly Advisor	2014-15	2,819	2,943	3,065	3,186	3,311
	2015-16	2,875	3,002	3,126	3,250	3,377

Category		1	2	3	4	5
Elem TV Studio Advisor	2013-14	2,483	2,644	2,806	2,969	3,131
	2014-15	2,528	2,692	2,857	3,022	3,187
	2015-16	2,579	2,746	2,914	3,082	3,251
MS Drama Production Assistant	2013-14	2,381	2,544	2,706	2,869	3,031
	2014-15	2,424	2,590	2,755	2,921	3,086
	2015-16	2,472	2,642	2,810	2,979	3,148
SHS Debate Club	2013-14	2,360	2,523	2,686	2,848	3,011
	2014-15	2,402	2,568	2,734	2,899	3,065
	2015-16	2,450	2,619	2,789	2,957	3,126
MS Vocal Coaches	2013-14	2,282	2,446	2,608	2,771	2,933
	2014-15	2,323	2,490	2,655	2,821	2,986
	2015-16	2,369	2,540	2,708	2,877	3,046
SHS National Honor Society Advisor	2013-14	2,210	2,373	2,535	2,696	2,818
	2014-15	2,250	2,416	2,581	2,745	2,869
	2015-16	2,295	2,464	2,633	2,800	2,926
SHS Asst Coach/Golf	2013-14	2,087	2,252	2,415	2,575	2,697
	2014-15	2,125	2,293	2,458	2,621	2,746
	2015-16	2,168	2,339	2,507	2,673	2,801
MS All-City Orchestra Director	2013-14	1,966	2,085	2,207	2,325	2,446
	2014-15	2,001	2,123	2,247	2,367	2,490
	2015-16	2,041	2,165	2,292	2,414	2,540
MS Literary Magazine Advisor	2013-14	1,944	2,043	2,150	2,268	2,387
MS Student Council Advisor	2014-15	1,979	2,080	2,189	2,309	2,430
MS Newspaper Club Advisor	2015-16	2,019	2,122	2,233	2,355	2,479
MS Pit Orchestra Director						
SHS Pit Orchestra Director						
SHS Soundings Advisor						
SHS QED Advisor						
SHS UN Club Advisor						
SHS Key Club Advisor						
SHS Law Club Advisor						

Category		1	2	3	4	5
SHS Pisces Club Advisor						
SHS 10 <sup>th</sup> Grade Advisor	2013-14	1,807	1,927	2,048	2,168	2,289
	2014-15	1,840	1,962	2,085	2,207	2,330
	2015-16	1,877	2,001	2,127	2,251	2,377
SHS 9 <sup>th</sup> Grade Class Advisor	2013-14	1,687	1,777	1,885	1,957	2,108
	2014-15	1,717	1,809	1,919	1,992	2,146
	2015-16	1,751	1,845	1,957	2,032	2,189
Elem Intramurals	2013-14	1,683	1,764	1,845	1,925	2,007
	2014-15	1,713	1,796	1,878	1,960	2,043
	2015-16	1,747	1,832	1,916	1,999	2,084
MS Science Club	2013-14	1,622	1,702	1,783	1,864	1,944
	2014-15	1,651	1,733	1,815	1,898	1,979
	2015-16	1,684	1,768	1,851	1,936	2,019
SHS Theatre Vocal Coach	2013-14	1,517	1,598	1,679	1,760	1,840
SHS Theatre Technical Director	2014-15	1,544	1,627	1,709	1,792	1,873
	2015-16	1,575	1,660	1,743	1,828	1,910
Elem Student Leadership Advisor	2013-14	1,495	1,575	1,655	1,736	1,817
	2014-15	1,522	1,603	1,685	1,767	1,850
	2015-16	1,552	1,635	1,719	1,802	1,887
SHS Black Box Theater Advisor	2013-14	1,411	1,488	1,571	1,589	1,740
SHS Theatre Choreographer	2014-15	1,436	1,515	1,599	1,618	1,771
	2015-16	1,465	1,545	1,631	1,650	1,806
MS TV Production Assistant	2013-14	1,236	1,301	1,362	1,433	1,515
SHS Drama Production Assistant	2014-15	1,258	1,324	1,387	1,459	1,542
SHS Intramurals- Weight Training(F)	2015-16	1,283	1,350	1,415	1,488	1,573
Weight Training (F2)						
Tennis(F)						
Unified Sports(F)						
Wrestling(F)						
Badminton(F)						
Swimming(F)						

Category		1	2	3	4	5
Weight Training(W1)						
Weight Training (W2)						
Basketball(W)						
Swimming(W)						
Gymnastics(W)						
Fitness(W)						
Wrestling(W)						
Unified Sports(W)						
Weight Training(S1)						
Weight Training(S2)						
Water Polo(S)						
Flag Football(S)						
Fitness(S)						
Athletic Trainer(S)						
Elem Steel Band Director	2013-14	994	1,054	1,113	1,174	1,234
SHS Peer Advisor	2014-15	1,012	1,073	1,133	1,195	1,256
	2015-16	1,032	1,094	1,156	1,219	1,281
MS Math Club	2013-14	866	905	943	982	1,021
	2014-15	882	921	960	1,000	1,039
	2015-16	900	939	979	1,020	1,060
Elem Literary Magazine Advisor	2013-14	849	885	924	964	1,002
	2014-15	864	901	941	981	1,020
	2015-16	881	919	960	1,001	1,040
Equipment Manager(F)	2013-14	603	644	687	730	797
Equipment Manager(W)	2014-15	614	656	699	743	811
Equipment Manager(S)	2015-16	626	669	713	758	827
MS Mock Trial Advisor	2013-14	550	576	600	624	647
	2014-15	560	586	611	635	659
	2015-16	571	598	623	648	672
MS Professional Musician	2013-14	388	414	437	462	485
	2014-15	395	421	445	470	494
	2015-16	403	429	454	479	504

(No Steps)	2013-14	2014-15	2015-16
<b>Middle School Team Leader</b>			
Four person team:	6,062	6,171	6,294
Three person team:	4,546	4,628	4,721
Two person team:	3,028	3,083	3,145
<b>Middle School Group Liaison Special Area</b> (does not include 4 per diem days)	3,858	3,927	4,006
<b>PDEP Consultant</b>	3,290	3,349	3,416
<b>Townwide Musical Instrument Manager</b>	5 per diem days		

APPENDIX C

SUMMER SCHOOL SALARY SCHEDULES

Five and Six Week Teaching Assignments

	2013-14	2014-15	2015-16
<u>6 Week Teaching Assignments</u>			
1 hour per day teaching assignment regardless of number of classes	\$1,255	\$1,278	\$1,304
2 hours per day teaching assignment regardless of number of classes	\$2,194	\$2,233	\$2,278
3 hours per day teaching assignment regardless of number of classes	\$3,292	\$3,351	\$3,418
4 hours per day teaching assignment regardless of number of classes	\$4,178	\$4,253	\$4,338
Assistant principal	\$5,347	\$5,443	\$5,552
<u>5 Week Teaching Assignment</u>			
1 hour per day teaching assignment regardless of number of classes	\$1,044	\$1,063	\$1,084
2 hours per day teaching assignment regardless of number of classes	\$1,828	\$1,861	\$1,898
3 hours per day teaching assignment regardless of number of classes	\$2,744	\$2,793	\$2,849
4 hours per day teaching assignment regardless of number of classes	\$3,483	\$3,546	\$3,617

APPENDIX D

WESTPORT BOARD OF EDUCATION  
 DESCRIPTION OF HEALTH BENEFITS  
 for  
 THE WESTPORT EDUCATION ASSOCIATION

Effective July 1, 2013  
 Administered by CIGNA

High Deductible Health Plan

Plan Features	In-Network	Out-of-Network
<b>Deductible</b> (July 1, through June 30th)	\$2,000 Individual \$4,000 Family	Same Deductible as In-Network
<b>Co-insurance Limit</b>	100%	80%
<b>Out-of-Pocket Maximum</b>	N/A	\$4,000 individual \$8,000 family
<b>Lifetime Maximum</b>	Unlimited	Unlimited
<b>Preventative Care</b>	Paid in full	Paid in full
<b>Prescription Drug</b> Participating Retail Pharmacy	Participating Retail Pharmacy \$10 co-payment – generic \$30 co-payment – preferred brand name \$45 co-payment - non-preferred brand name Maximum 30 day supply or 100 doses, whichever is less Subject to substitution unless DAW	N/A
<b>Mail Order</b>	\$25 co-payment – generic \$75 co-payment – preferred brand name \$112.50 co-payment – non-preferred brand name Maximum 90-day supply Subject to substitution unless DAW	N/A
<b>Prescription Drug</b> <b>Out of Pocket Maximum</b> <b>After Deductible</b>	Drugs at employee expense until deductible of \$2,000 individual, \$4,000 family is satisfied; then copays apply as set forth above up to additional maximum out-of- pocket costs of \$1,000/\$2,000.	N/A

APPENDIX E

Effective July 1, 2013  
 Group #100  
 Administered by CIGNA

Point of Service Plan Design  
 Current Network – Open Access Plus

Plan Features	In-Network	Out-of-Network
<b>Deductible</b> (per calendar year)	None	\$300 per individual \$600 family maximum
<b>Co-insurance Limit</b>	N/A	20% first \$6,000 per individual
<b>Out-of-Pocket Maximum</b>	N/A	\$1,500 per individual (\$300 deductible plus 20% co-insurance of next \$6,000 of covered expenses) Does not include charges in excess of maximum allowable amount determined by CIGNA
<b>Lifetime Maximum</b>	Unlimited	Unlimited
<b>Well-Baby Care</b> (No clinical indication of illness) As recommended by the American Pediatric Association	Paid in full	Subject to deductible and co-insurance Same frequency of visits apply combined with in-network benefit
<b>Adult Routine Physical Exam</b> (no clinical indication of illness) age 3 to age 25 annually age 26 to age 39 every 3 years age 40 to age 49 every 2 years age 50 and older every year	Paid in full	Subject to deductible and co-insurance Same frequency of visits apply combined with in-network benefit
<b>Routine Gynecological Exam</b> (no clinical indication of illness) Annually	Paid in full	Subject to deductible and co-insurance Same frequency of visit apply combined with in-network benefit
<b>Routine Mammography</b> Annually	Paid in full	Subject to deductible and co-insurance Same frequency of visits apply combined with in-network benefit
<b>Routine Vision Exam</b> Once every 2 years	Paid in full	Subject to deductible and co-insurance Same frequency of visits apply combined with in-network benefit
<b>Eyeglass Benefit;</b> Refer to Plan document	Discount Program	
<b>Routine Hearing Exam</b> Once every 2 years	Paid in full	Subject to deductible and co-insurance Same frequency of visits apply combined with in-network benefit



Plan Features	In-Network	Out-of-Network
<b>Physician Services*</b> Office Visits for medical care (clinical indication of illness)	\$25 co-payment	Subject to deductible and co-insurance
<b>Allergy Testing</b>	\$25 co-payment	Subject to deductible and co-insurance
<b>Allergy Treatment</b>	Paid in-full No co-payment for injectables, subject to Utilization Review (UR)	Subject to deductible and co- insurance and subject to UR
<b>Speech, Occupational and Physical Therapy **</b> <b>Chiropractic Services</b>	Paid in full 50 combined days maximum	Subject to deductible and co-insurance same maximum combined with in-network benefit and subject to UR
<b>Inpatient Hospital Services</b> Semi-private, physician and surgeon charges, maternity charges for mother and child, diagnostic and lab fees, PT and OT, drugs, operating room fees, dialysis, etc. Surgical assistant reimbursement limited to 20% of surgical charge	\$200 co-payment per admission, unlimited days, subject to UR. No co-payment for subsequent admissions within 30 days. Co-payment limited to \$800 per individual and \$1,600 per family per calendar year	Subject to deductible and co-insurance and subject to UR
<b>Outpatient Hospital Services</b> Operating and recovery room, surgeon's fees, lab and x-ray, dialysis, radiation, and chemotherapy, etc.	\$150 co-payment subject to UR	Subject to deductible and co-insurance, subject to UR.
<b>Emergency Room</b> Non-emergency use of emergency room not covered	\$100 co-payment sudden and serious condition (waived if admitted)	\$100 co-payment sudden and serious condition (waived if admitted)
<b>Walk-in Clinic or Urgent Care Facility</b>	\$50 co-payment	Subject to deductible and co-insurance
<b>Mental Health Inpatient</b>	\$100 co-payment per admission, subject to UR	Subject to deductible and co-insurance, subject to UR
<b>Substance Abuse Inpatient</b>	\$100 co-payment per admission, subject to UR	Subject to deductible and co-insurance, subject to UR
<b>Mental Health/ Substance Abuse Outpatient</b>	\$25 co-payment, subject to UR	Subject to deductible and co- insurance, subject to UR

\*includes services of naturopath

\*\* Plan will comply with state mandate for the treatment of autism.

<b>Plan Features</b>	<b>In-Network</b>	<b>Out-of-Network</b>
<b>Ambulance</b>	Paid in full for true emergency	Paid in full for true emergency
<b>Skilled Nursing Facility</b>	Paid in full Maximum 120 days per calendar year	Subject to deductible and co-insurance, same maximum combined with in-network benefit
<b>Private Duty Nursing</b>	N/A	Subject to deductible and co-insurance 80% maximum reimbursable amount, if medically necessary, to a maximum of \$15,000
<b>Home Health Care Nursing and Therapeutic Services</b>	Paid in full	Subject to deductible and co-insurance same maximum combined with in-network benefit
<b>Home Health Aide Services</b>	Maximum 80 visits	
<b>Durable Medical Equipment, Supplies and Appliances</b>	Paid in full when ordered or prescribed by a physician, subject to UR	Subject to deductible and co-insurance, when ordered or prescribed by a physician, subject to UR
<b>Hospice Care</b>	Paid in full Subject to UR	Subject to deductible and co-insurance, subject to UR
<b>Prescription Drug Participating Retail Pharmacy</b>	Participating Retail Pharmacy \$10 co-payment – generic \$30 co-payment – preferred brand name \$45 co-payment - non-preferred brand name Maximum 30 day supply or 100 doses, whichever is less Subject to substitution unless DAW	N/A
<b>Mail Order</b>	\$25 co-payment – generic \$75 co-payment – preferred brand name \$112.50 co-payment – non-preferred brand name Maximum 90-day supply Subject to substitution unless DAW	N/A
<b>Non-Compliance Penalties</b>	20% co-insurance subject to maximum \$500 per admission or episode of care	20% co-insurance subject to maximum \$500 per admission or episode of care

## APPENDIX G

### PROVISIONS RELATING TO SALARIES

- A. Initial salary schedule step placement of teachers shall be determined by the following:
1. Up to six (6) years credit shall be granted for public school teaching. Additional credit may be (but need not be) granted, as determined by the Superintendent based on his/her consideration of the experience of the teacher and the needs of the school district, provided that such credit shall be limited to years of actual service. Service interrupted by more than five years of service may be (but need not be) granted, as determined by the Superintendent based on his/her consideration of the experience of the teacher and the needs of the school district.
  2. Up to full (year for year) credit, as determined by the Superintendent based on his/her consideration of the experience of the teacher and the needs of the school district, shall be granted for private school and/or other qualified teaching experience.
  3. Up to a maximum of ten (10) years of credit, as determined by the Superintendent based on his/her consideration of the experience of the candidate and the needs of the school district, shall be granted for other related work experience. In such cases, the written rationale for this credit shall be placed in the personnel file.
  4. The Superintendent may grant a new teacher a relocation allowance of up to \$2,500 to reimburse the teacher for legitimate expenses incurred and supported with expense documents. The \$2,500 shall not be considered as part of salary. The WEA may request review of these expense documents.
- B. Vertical advance on the salary schedule is governed by the following conditions:
1. Satisfactory service during the preceding year.
  2. Service for at least one-half (1/2) school year during the preceding year.
- C. Horizontal advance is allowed when a staff member:
1. Completes as few as 9 academic credits or as many as 4 CEUs/CEUEs or any combination for a \$225 annual increase. (See Total column in chart below for number of CEUs/CEUEs accepted)

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

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

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

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

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

4. All graduate credits CEUs/CEUEs to be used towards horizontal advance must have prior approval of the Superintendent or his/her designee in consultation with the applicant's PDEP supervisor except for CEUs provided by the Westport Board of Education. Evidence of eligibility for horizontal advance must be filed by September and/or February 1 in any school year. Staff members filing such evidence by September 1 shall receive the full

appropriate increase in salary. Those staff members filing by February 1 shall receive one-half (1/2) the appropriate increase. One (1) graduate credit toward horizontal advance must represent at least fifteen (15) hours of course time. Any staff member having filed a statement indicating completion of credits who has been unable to obtain a transcript verifying such credits shall be paid in accordance with the foregoing but shall supply such transcript without unreasonable delay to the Personnel Office.

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

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

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

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

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

Salary payments shall be made by direct deposit

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

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

1. No more than three credits in a planned program shall be granted for online courses for advancement to the MA level; no more than six credits in a planned program shall be granted for online courses for advancement from the MA to the 6<sup>th</sup> Year level; no more than six credits in a planned program shall be granted for online courses for advancement from the 6<sup>th</sup> Year to the 7<sup>th</sup> Year level.
2. Courses for salary advancement shall be subject to the same approval process as other courses.

APPENDIX H

MEMORANDUM OF AGREEMENT

The parties agree that (1) the establishment of new positions compensated under Appendix B is a matter of Board prerogative and that (2) the amount of compensation for any position(s) so created is a mandatory subject of negotiations between the Board of Education and the Association. To facilitate (or even obviate the need for) negotiations over the compensation for any such positions created by the Board, the parties also hereby create a committee to review and make recommendations to the Board of Education for new compensated positions for inclusion on Appendix B, which recommendations shall include the salary proposed for any such newly-created position. The committee shall be comprised of four administrators designated by the Superintendent and four teachers appointed by the President of the Westport Education Association.

WESTPORT BOARD OF  
EDUCATION

WESTPORT EDUCATION  
ASSOCIATION

By \_\_\_\_\_

By \_\_\_\_\_

APPENDIX I

MEMORANDUM OF AGREEMENT

The Board of Education and the Westport Education Association agree that teaching assignments should not normally exceed 1.0 FTE. However, both parties recognize that from time to time extraordinary circumstances develop whereby a teacher may be offered more than a 1.0 FTE assignment. Accordingly, in those situations the Board and the Association agree that the following procedures will be effective:

1. The Board shall notify the Association when the aforementioned circumstance arises.
2. The Board shall demonstrate a good faith effort to hire a part-time teacher to fill a fractional opening. The Board will review with the Association its effort in this regard.
3. The Board shall post the fractional position internally, according to the current practice.
4. The Board shall sign a non precedent setting memorandum of agreement with the Association.
5. Any teacher exceeding a 1.0 FTE shall receive compensation according to the current practice.

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WESTPORT BOARD OF EDUCATION

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WESTPORT EDUCATION ASSOCIATION

## APPENDIX J

### MEMORANDUM OF AGREEMENT

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

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



WESTPORT BOARD OF EDUCATION    WESTPORT EDUCATION ASSOCIATION

\_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

APPENDIX K

MEMORANDUM OF AGREEMENT

In the recently concluded negotiations, the Westport Board of Education and the Westport Education Association agreed as follows:

1. The change in Article XVI deleting reference to civil union partners being eligible for health insurance benefits reflects the statutory change that permits same sex couples to marry and be considered spouses under Connecticut law.
  
2. In making this change, the parties did not intend to change the status of any same sex partner who is currently receiving health insurance benefits through a unit member. Therefore, any such same sex domestic partner or civil union partner of a unit member who is participating in the group health insurance plan as of June 30, 2010 shall be “grandfathered” notwithstanding the change in the eligibility criteria in Article XVI, i.e. he or she may continue to participate in the group health insurance plan in accordance with the terms of the 2010-2013 collective bargaining agreement.
  
3. This agreement is limited to this particular issue. It is not intended to establish a precedent or past practice, and it shall not be cited by either party in any other situation.

WESTPORT BOARD OF EDUCATION

WESTPORT EDUCATION  
ASSOCIATION

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## APPENDIX L

### MEMORANDUM OF AGREEMENT

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

1. Any past practice to the contrary notwithstanding, special teachers at the elementary level can be assigned up to 1400 minutes weekly of direct instructional responsibilities, computed in accordance with current practice.
2. The Association reserves the right to deal with the reduction in force issues pending on the date this letter is signed through the grievance procedure or the ULP process.
3. To elaborate on Article XXXVIII, Tutoring of Students, the parties further agree to the following ethical rules, which will apply to tutoring by Association members:

Teachers are prohibited from tutoring for direct or indirect compensation students who are in their classes during the school year or during the summer after the student was in their class or during the summer before the student is going to be in their class (after class membership for the coming school year is known to the teacher).

Under no circumstances is any teacher to perform the following for a student attending the Westport Public Schools whom the teacher is tutoring:

- a. Comment negatively upon practices or instructional strategies of other teachers or of any of the teacher(s) of the student who is being tutored; or
- b. Make recommendations to a parent of a student being tutored that the parent request specialized testing to be provided by the school system or by an independent evaluator; or
- c. Recommend to a parent that support services be provided to the student being tutored for Literacy or Math; or
- d. Contact the teacher of a student being tutored to ascertain information about the tutored student; or
- e. Generate written reports for parents to be shared with the tutored student's regular teachers or administrators; or

f. Recommend the program or grade placement for the tutored student in the year the student is being tutored or in a subsequent school year.

WESTPORT BOARD OF EDUCATION    WESTPORT EDUCATION ASSOCIATION

\_\_\_\_\_

Date: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

Westport Education Association Summary of Contract Changes	7/1/2013	7/1/2014	7/1/2015	Cumulative Cost
<b>Salary Increases</b>	3.46%	2.51%	2.68%	8.65%
<b>HSA Option to be implemented 7/1/2013.</b> \$2,000/\$4,000 HSA with 50% employer contribution to deductible. Premium equivalent cost share: 2013-14 - 16%, 2014-15 - 17%, 2015-16 - 18% PPO buy-up option available. Employee pays the cost difference and BOE contributes the dollar amount it would have contributed to HSA premium equivalent. Teacher pays remaining cost.				
<b>Workers' Compensation</b> - Employee receives a supplement of worker's compensation payments to assure that they receive 100% of salary (net of taxes) until (1) the teacher is able to return to duty or reaches the point of maximum recovery or (2) one calendar year, which ever comes first. After one year, employees can continue at full pay by supplementing workers' comp payments with sick leave to the extent accrued.				
<b>Financial Impact:</b>				
Salary Increases Over Prior Year	1,557,160	1,169,770	1,280,726	4,007,656
Total Salary Including Steps	46,625,033	47,794,803	49,063,198	143,483,034
Percentage Increase in Salary Including Steps	3.46%	2.51%	2.68%	8.65%
FICA				
Workers Comp				
Life Insurance				
Benefit Costs				
<b>Overall Cost before Insurance Savings</b>				
Insurance Savings	571,600	982,500	1,143,200	2,697,300
Premium Cost Share	(169,100)	(91,500)	10,600	(250,000)
Benefit Cost Savings	402,500	891,000	1,153,800	2,447,300
<b>Net Cost of Contract</b>	1,154,660	278,770	126,926	1,560,356

## MEMORANDUM

**To:** Representative Town Meeting  
**From:** RTM Finance, Education and Public Protection Committees  
**Date:** February 21, 2013  
**Re:** Appropriation Request of \$100,000 to Fund a Professional Security Audit to Enhance Security in the Westport Public Schools

Three RTM Committees (Finance, Education and Public Protection) met jointly on January 30<sup>th</sup> to review the Board of Education's ("BOE") request of \$100,000 for a security audit. Presenting for the BOE were Elaine Whitney, Chair and Elliott Landon, Superintendent of Schools. The BOE had originally requested \$50,000 for a security audit which was approved by the Board of Finance ("BOF") at their January 2<sup>nd</sup> meeting. However, before the RTM Committees considered this request, the BOE realized that \$50,000 was not enough and that they were going back to the BOF on February 6<sup>th</sup> for an additional \$50,000. While the presentation went forward, the Committees knew that this item would be withdrawn from the RTM's February meeting and only rescheduled if the BOF approved the additional \$50,000 since the BOE stated that the audit could not be conducted without the full amount. The Committees decided beforehand not to vote after the presentation as a vote may unduly influence the BOF before their consideration.

The BOE chose Kroll for the security audit because of their outstanding reputation and track record. The BOE avoided getting competitive bids because they believed that their policy excludes services from the bidding process. The proposed security assessment will look at all eight schools as well as the computer learning center on Riverside Avenue. There was a previous discussion that the audit would include town hall and the library, but this will require a separate funding request. The last security audit by the BOE was done in 2007, but the scope was much less comprehensive than what is proposed now. The BOE expects Kroll to review policies and procedures and security measures currently in place and give their assessment of where there are weaknesses and vulnerabilities. Kroll will offer specific recommendations to improve security and to prioritize them in three categories -- high (those that should be instituted immediately), medium and low. Of course, the cost to implement any recommendation will be part of any consideration.

With three committees involved, there were many diverse comments/concerns such as the high cost of the audit, lack of competitive bidding, whether Kroll had the right expertise for our particular demographics, implementing some security improvements immediately without waiting for the results of an audit, making sure that town personnel (police and fire) are part of the process and whether the BOE or the Town was the ultimate client.

As noted above, no votes were taken by any of the committees.

continued .....

Respectfully submitted,

**RTM Finance Committee**

Jeff Wieser, chair (absent)  
Allen Bomes, acting chair and reporter  
Lee Arthurs  
Arthur Ashman  
Dick Lowenstein  
John McCarthy  
Gilbert Nathan (absent)  
Lois Schine  
Cathy Talmadge

**RTM Public Protection Committee**

Sean Timmins, chair (absent)  
Dick Lowenstein, acting chair  
Hope Feller (absent)  
Jimmy Izzo  
Melissa Kane  
Louis Mall  
Stephen Rubin  
Velma Heller

**RTM Education Committee**

Velma Heller, chair  
Eileen Flueg  
Paul Lebowitz  
Louis Mall  
Jack Klinge  
William Meyer  
Paul Rossi  
Stephen Rubin  
Paul Lebowitz



# WESTPORT CONNECTICUT

PATRICIA H. STRAUSS

TOWN CLERK

BACK UP MATERIAL  
RTM ITEM # 9

February 11, 2013

Hadley C. Rose, Moderator  
Representative Town Meeting  
14 St. George Place  
Westport, CT 06880

RE: RTM Redistricting Ordinance

Dear Mr. Rose:

I respectfully request the attached written ordinance to be placed on the March RTM agenda as a first reading. This ordinance is mandated by Town Charter every ten years to realign RTM district boundaries using the United States Census population data after the federal and state reapportionments are complete.

At their January 28<sup>th</sup> meeting, the RTM Rules Committee favorably voted to recommend maintaining a nine district RTM. First, boundary lines were moved to integrate changes made to the town representation in the State Senate and Assembly Districts. Then, lines were shifted to distribute the 2010 population keeping within the required 10% deviation ratio from largest to smallest district.

Attached is a copy of the written ordinance, the map, and the proposed polling locations. -  
Thank you for your consideration to this request.

Sincerely,

Patricia H. Strauss  
Town Clerk

*Please see  
resolutions.*

Attachments



# TOWN OF WESTPORT

## RTM PROPOSED 9 DISTRICTS

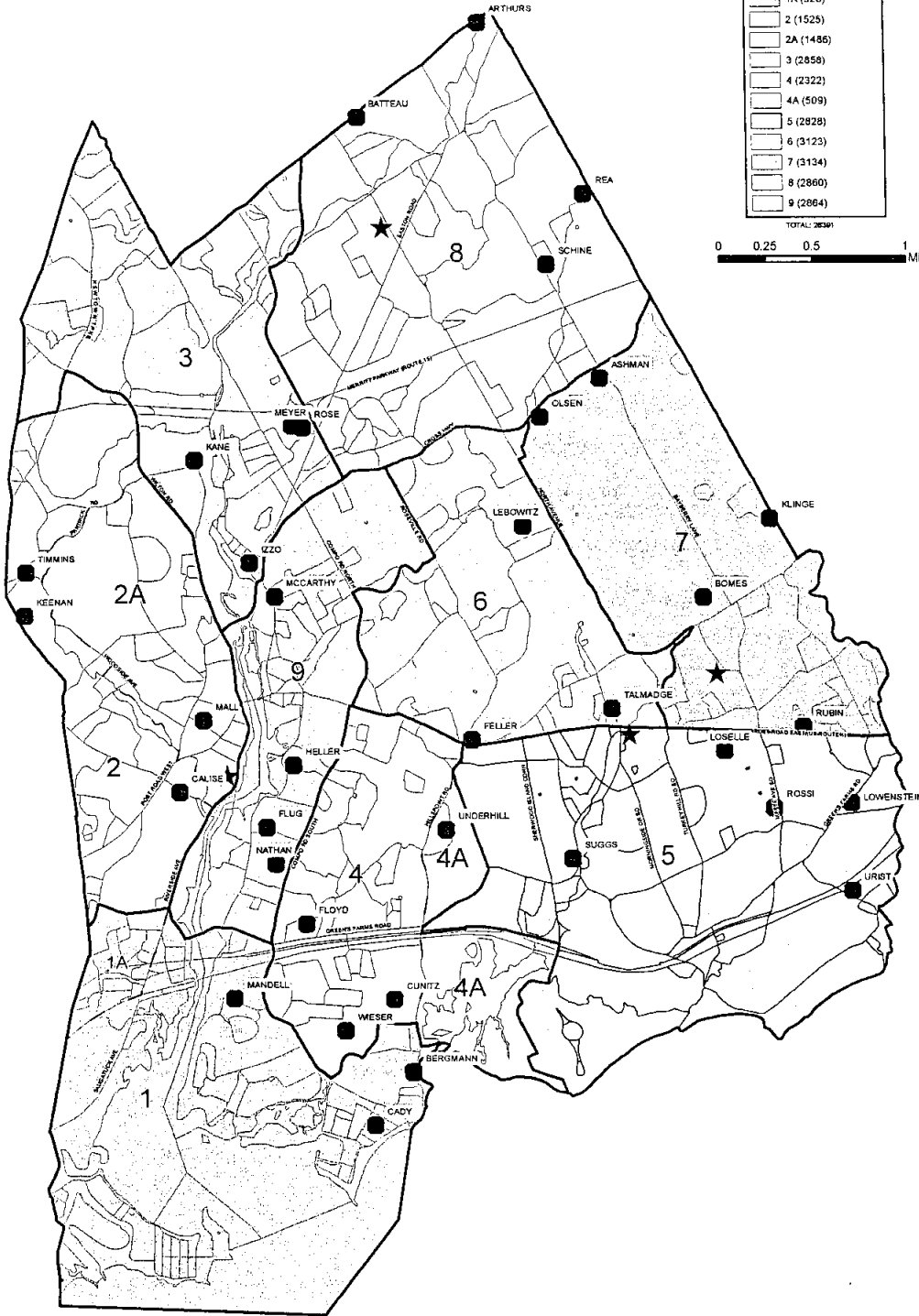
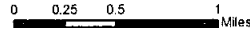
### SCENARIO 3

RTM MEMBERS  
 POLLING PLACES

**District**

- 1 (2356)
- 1A (526)
- 2 (1525)
- 2A (1486)
- 3 (2858)
- 4 (2322)
- 4A (509)
- 5 (2828)
- 6 (3123)
- 7 (3134)
- 8 (2860)
- 9 (2864)

TOTAL: 26391



CREATED BY: WESTPORT ENGINEERING DEPT.

Revised: 2-01-13

RTM PROPOSED 9 DISTRICTS SCENARIO 3 01/30/2013

DISTRICT	POPULATION	DEVIATION % (AVG)	REPRESENTATIVES
1	2882	-1.71%	4
2	3011	2.69%	4
3	2858	-2.52%	4
4	2831	-3.44%	4
5	2828	-3.55%	4
6	3123	6.51%	4
7	3134	6.89%	4
8	2860	-2.46%	4
9	2864	-2.32%	4
<b>TOTAL</b>	<b>26391</b>	<b>Overall Deviation</b>	<b>36</b>
<b>AVERAGE (NORM)</b>	<b>2932</b>	<b>9.76%</b>	

Polling Places for Proposed RTM 9 Districts:

Polling Places	RTM-Local	RTM-State	Cong	Senate	Assembly
Saugatuck Elem School 170 Riverside Avenue	1, 1A 2, 2A	1, 2A 2, 1A	4	26	136-1 143-1
Greens Farms School 17 Morningside Drive South	4, 4A 5	4 4A, 5	4 4	26 28	136-4 136-5
Coleytown Middle School 255 North Avenue	3 8	3 8	4	26	136-2
Long Lots School 13 Hyde Lane	6 7	6 7	4	26	136-3
Kings Highway School 255 Post Road West	9	9	4	26	136-6

Report of the RTM Rules Committee, 2/14/2013

The RTM Rules Committee met on Jan. 28, 2013 in Westport Town Hall to review a recommendation by the Town Clerk for redrawing RTM districts based on the 2010 Census.

Committee members present: Hadley Rose (chair), Matt Mandell, Melissa Kane, Dick Lowenstein (reporter), Cathy Talmadge, Steve Rubin, Lois Schine, Velma Heller.

Background and Findings

According to our Town Charter, every ten years -- following the U.S. Census and the redrawing of the Connecticut General Assembly district lines -- the RTM is required by state law to adopt a reapportionment map by June 1, 2013. The rules for creating the RTM districts are spelled out in our charter, Section C5-2.

Our existing district map is based in part on lines for Assembly Districts 133 and 136 and for Senate District 26. The new map will reflect that Westport now has two senate districts (26<sup>th</sup> and 28<sup>th</sup>) and two assembly districts (136<sup>th</sup> and 143<sup>rd</sup>).

Town Clerk Patty Strauss presented the Committee with a revised nine-district RTM map, very similar to the existing map. The average district size would be 2,932 people, with a deviation of 9.68% from the smallest to the largest district.

The Registrars of Voters proposed to the Committee a six-district map with six members in each district. The rationale for their proposal was that fewer districts would mean fewer polling locations, resulting in a savings of \$16-18,000 per local general election.

The Committee members felt that six districts would make the districts very large (average size of 4,398 people) and that would further discourage RTM candidates because of higher campaign costs. However, we are mindful of the potential savings, but prefer to endorse the proposed single-polling place legislation for primaries, which has the potential for saving \$15-25,000 per primary (see attached letter dated 1/7/2013).

Recommendation

On a motion by Mr. Rose, seconded by Mrs. Schine, the Committee voted unanimously to recommend the nine-district map and asked the Town Clerk to draft an ordinance for a first reading by the RTM at its March 5 meeting.

Respectfully submitted,

Richard Lowenstein, Reporter

CC: Rules Committee  
Marla Cowden  
Bob Lasprogato  
Patty Strauss



**WESTPORT CONNECTICUT**  
**REGISTRARS OF VOTERS**  
TOWN HALL, 110 MYRTLE AVENUE  
WESTPORT, CT 06880  
TELEPHONE (203)341-1115

January 7, 2013

Senator Toni Boucher  
Senator John McKinney  
Representative Jonathan Steinberg  
Representative Gail Lavielle

Re: Proposal of Statute to Allow Poll Consolidation for Primary Elections

Dear Senators Boucher & McKinney & Representatives Steinberg & LaVielle:

We would like you to consider introducing legislation during the coming term that would give municipalities the ability to reduce election costs by allowing for poll consolidation for primary elections.

We were encouraged last term when PA 12-73, *AN ACT CONCERNING POLLING PLACES FOR PRIMARIES, REGISTRARS OF VOTERS, REGISTRY LISTS, VOTING DISTRICT MAPS, ELECTION RETURNS AND SUPERVISED ABSENTEE VOTING AT INSTITUTIONS*, passed both the House and the Senate.

A review of the historical data in Westport indicates that a single polling place is sufficient to conduct our primaries. Current law requires us to open six polling places for Federal year primaries and nine polling places in local year primaries. We estimate the savings from consolidation to be \$15,000 to \$25,000 per primary, depending on the type of primary and expected turnout.

We understand the concerns expressed by Governor Malloy in his veto. We would like to propose the following be included in the new act:

- 1) A provision that the Registrars of Voters seek approval of any plan of consolidation from the municipal legislative body. This would allow the voters influence in the matter through their representatives.
- 2) A provision that a plan of consolidation set the polling places to be used in each primary to remain in effect until the next reapportionment. This would address the concern that consolidation would create voter confusion.

We would be happy to discuss this further with you at your convenience. Our contact information is below.

Thank you, sincerely,

Marla J. Cowden  
Registrar of Voters  
203-341-1116  
[mcowden@westportct.gov](mailto:mcowden@westportct.gov)

Robert F. Lasprogato  
Registrar of Voters  
203-341-1117  
[blasprogato@westportct.gov](mailto:blasprogato@westportct.gov)



**WESTPORT CONNECTICUT**  
**REGISTRARS OF VOTERS**  
TOWN HALL, 110 MYRTLE AVENUE  
WESTPORT, CT 06880  
TELEPHONE (203)341-1115

BACK UP MATERIAL  
RTM ITEM # 10

February 22, 2013

Mr. Hadley Rose  
Representative Town Meeting Moderator  
Town of Westport  
110 Myrtle Avenue  
Westport, CT 06880

Dear Mr. Rose:

The Westport Registrars of Voters would like to ask for the support of the Westport Representative Town Meeting (RTM) to encourage the Connecticut Legislature and Governor Malloy to pass legislation allowing us to reduce our cost of elections by consolidating polling places during low turnout primaries.

At the 2012 legislative session, PA 12-73, AN ACT CONCERNING POLLING PLACES FOR PRIMARIES was passed by both houses of the State Legislature. The bill addressed consolidation of polling places for primaries. The intent was to assist municipalities in saving costs of multiple polling places for the historically low turnouts for primary elections. The Governor vetoed the bill expressing concerns about citizen input and voter confusion.

In January 2013, we wrote to Westport's four state legislators asking them to support primary polling place consolidation. A copy of the letter is attached. At this writing, Proposed House Bill No. 5154, AN ACT CONCERNING THE NUMBER OF POLLING PLACES FOR A PRIMARY has been introduced. We believe it addresses the Governor's concerns. Under the legislation, Westport can utilize one polling location for low turnout primaries and save the town considerable money in funding the primary process.

We respectfully request the support of the Westport RTM in the form of a "sense of the meeting" resolution supporting legislation to allow primary polling place consolidation.

Sincerely,

Marla Cowden & Bob Lasprogato  
Westport Registrars of Voters



## WESTPORT CONNECTICUT

### REGISTRARS OF VOTERS

TOWN HALL, 110 MYRTLE AVENUE  
WESTPORT, CT 06880  
TELEPHONE (203)341-1115

January 7, 2013

Senator Toni Boucher  
Senator John McKinney  
Representative Jonathan Steinberg  
Representative Gail Lavielle

Re: Proposal of Statute to Allow Poll Consolidation for Primary Elections

Dear Senators Boucher & McKinney & Representatives Steinberg & LaVielle:

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We understand the concerns expressed by Governor Malloy in his veto. We would like to propose the following be included in the new act:

- 1) A provision that the Registrars of Voters seek approval of any plan of consolidation from the municipal legislative body. This would allow the voters influence in the matter through their representatives.
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We would be happy to discuss this further with you at your convenience. Our contact information is below.

Thank you, sincerely,

Marla J. Cowden  
Registrar of Voters  
203-341-1116  
[mcowden@westportct.gov](mailto:mcowden@westportct.gov)

Robert F. Lasprogato  
Registrar of Voters  
203-341-1117  
[blasprogato@westportct.gov](mailto:blasprogato@westportct.gov)