

Annual RTM Meeting Schedule 2022 Calendar

All meetings listed below of the Representative Town Meeting begin at 7:30 PM unless otherwise indicated and will be held electronically until further notice. Special Meetings may be called at the discretion of the Moderator.

The schedule of the **2022** Representative Town Meeting is as follows:

TUESDAY Meeting Date	MONDAY Agenda Deadline	MONDAY/4 PM Report Deadline	THURSDAY Mailing Date	Supplemental Meeting (if needed)
January 4, 2022	December 20, 2021	December 27, 2021	December 29, 2021 **Wednesday	January 18, 2022
February 1	January 14 **Friday	January 24	January 27	February 15
March 1	February 14	February 22 **Tuesday	February 24	March 15
April 5	March 21	March 28	March 31	April 12**
May 2, 3, 4 Mon, Tues & Wed if required	April 18	April 25	April 28	May 17
June 7	May 23	May 31 **Tuesday	June 2	June 21
July 5	June 20	June 27	June 30	July 19
August 2 if required	July 18	July 25	July 28	August 16
September 6	August 22	August 29	September 1	September 20
October 11**	September 26	October 3	October 6	October 25
November 1	October 17	October 24	October 27	November 15
December 6 *	November 21	November 28	December 1	December 20
January 3, 2023	December 19, 2022	December 27, 2022 **Tuesday	December 29, 2022	January 17, 2023

*Organizational Meeting

** Holiday/Spring Break (earlier/later)

Jeffrey M. Dunkerton, Town Clerk

Representative Town Meeting Members Contact Information

Term of Office Nov 16, 2021 - Nov 21, 2023

	NAME	ADDRESS	E-MAIL	PHONE
1	Matthew Mandell	18 Ferry Ln E	mmandell@westportct.gov	203-227-1333
	Liz Milwe	107 Harbor Rd	lmilwe@westportct.gov	203-984-8981
	Kristin M. Purcell	5 Fairfield Ave	kpurcell@westportct.gov	203-451-6405
	Chris Tait	10 Buena Vista Dr	ctait@westportct.gov	203-226-7542
2	Harris Falk	14 Overlook Rd	hfalk@westportct.gov	724-242-7747
	Jay Keenan	1 White Woods Ln	jkeenan@westportct.gov	203-454-5647
	Louis M. Mall	30 Ludlow Rd	lmall@westportct.gov	203-227-7120
	Christine Meiers Schatz	14A Marion Rd	cmeiersshatz@westportct.gov	646-425-1072
3	Mark Friedman	14 St George Pl	mfriedman@westportct.gov	203-557-8321
	Arline P. Gertzoff	6 Fallow St	agertzoff@westportct.gov	203-856-0160
	Jimmy Izzo	62 Richmondville Ave	jizzo@westportct.gov	203-247-2426
	Don O'Day	8 Sniffen Rd	doday@westportct.gov	203-247-2290
4	James Bairaktaris	52 Hales Ct	jbairaktaris@westportct.gov	203-595-1103
	Andrew J. Colabella	83 Grove Pt Rd	acolabella@westportct.gov	203-984-7077
	Noah Hammond	79 Valley Rd	nhammond@westportct.gov	315-868-4876
	Jeff Wieser	23 Compo Pkwy	jwieser@westportct.gov	203-803-9295
5	Peter Gold	92 Regents Park	pgold@westportct.gov	203-984-4878
	Karen Kramer	140 Lansdowne	kkramer@westportct.gov	203-858-2049
	Richard Lowenstein	372 Greens Farms Rd	rlowenstein@westportct.gov	203-984-1787
	Claudia Shaum	73 Clapboard Hill Rd	cshaum@westportct.gov	917-865-2677
6	Candace Banks	3 Tulip Ln	cbanks@westportct.gov	917-575-9255
	Jessica Bram	32 Webb Rd	jbram@westportct.gov	203-454-2789
	Seth Braunstein	8 Berndale Dr	sbraunstein@westportct.gov	203-557-4100
	Cathy Talmadge	16 Morningside Dr N.	ctalmadge@westportct.gov	203-221-0220
7	Brandi Briggs	37 Hight Pt Rd	bbriggs@westportct.gov	203-293-4953
	Ellen Lautenberg Hendel	10 Woody Ln	elautenberg@westportct.gov	203-454-9505
	Lauren Karpf	10 Hunt Club Ln	lkarpf@westportct.gov	203-504-2930
	Jack Klinge	25 Sturges Hwy	jklinge@westportct.gov	203-255-0829
8	Wendy G. Batteau	6 Arlen Rd	wbatteau@westportct.gov	203-557-3132
	Rachel Stell Cohn	153 Easton Rd	rcohn@westportct.gov	203-222-3530
	Lisa Newman	25 Cob Dr	lnewman@westportct.gov	203-550-1337
	Stephen Shackelford	250 North Ave	sshackelford@westportct.gov	203-221-0599
9	Lori Church	1 Country Ln	lchurch@westportct.gov	203-219-6645
	Nancy Kail	15 Riverview Rd	nkail@westportct.gov	203-912-1683
	Sal Liccione	50 Church Ln	sliccione@westportct.gov	203-434-6348
	Kristin Schneeman	276 Main St	kschneeman@westportct.gov	203-557-3763
	Jeffrey M. Dunkerton	110 Myrtle Ave	jdunkerton@westportct.gov	203-341-1105
	Tatiana Plachi, Asst TC	110 Myrtle Ave	tplachi@westportct.gov	203-341-1108
	Jackie Fuchs, Secretary	110 Myrtle Ave	jfuchs@westportct.gov	203-459-4321

Rev 12/3/21

RESOLUTIONS

(3)

RESOLVED: That upon the recommendation of the First Selectman and a request by the Board of Education, and in accordance with the Town of Westport Charter, Chapter 21 - Public Site and Building Commission, the Westport Public Site and Building Commission is hereby designated as the building committee for the Staples High School roof replacement project.

(4)

RESOLVED: That upon the recommendation of the Board of Education, the Professional Agreement between the Westport Board of Education and the Westport Education Association for the period covering July 1, 2022, to June 30, 2025 is hereby not rejected.

(5)

RESOLVED: That upon the recommendation of the Board of Finance and a request by the Director of Public Works, the sum of \$81,000.00 along with bond and note authorization to the Sewer Reserve Fund Account for engineering design services to upgrade Pump Station #3 Force Main is hereby appropriated.

TOWN OF WESTPORT, CONNECTICUT

A RESOLUTION APPROPRIATING \$81,000 FOR COSTS ASSOCIATED WITH ENGINEERING DESIGN SERVICES TO UPGRADE PUMP STATION NO. 3 FORCE MAIN AND AUTHORIZING THE ISSUANCE OF BONDS TO FINANCE SUCH APPROPRIATION.

RESOLVED: That upon the recommendation of the Board of Finance, the Town of Westport, Connecticut (the "Town") hereby appropriates the sum of Eighty-one Thousand and 00/100 Dollars (\$81,000.00) for costs associated with the design, engineering and assessment of the replacement of the Pump Station No. 3 force main located within Pasacreta Park (the "Project").

Section 1. As recommended by the Board of Finance and for the purpose of financing Eighty-one Thousand and 00/100 Dollars (\$81,000.00) of the foregoing appropriation, the Town is hereby authorized to borrow a sum not to exceed Eighty-one Thousand and 00/100 Dollars (\$81,000.00) 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. As part of

the final sewer costs, the Town may levy a benefit assessment for the Project costs upon the properties bounding the Project which are especially benefited thereby.

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" or "Sewer Bonds" 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 (3) 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 enacted herein.

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 hereof. 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.

(6)

RESOLVED: That upon the recommendation of the Board of Finance and a request by the Director of Public Works, the sum of \$2,395,000.00 along with bond and note authorization to the Municipal Improvement Fund Account for construction and

engineering expenses for the replacement for the Bayberry Lane Bridge over the Aspetuck River is hereby appropriated.

TOWN OF WESTPORT, CONNECTICUT

A RESOLUTION APPROPRIATING \$2,395,000 FOR THE COSTS ASSOCIATED WITH THE REPLACEMENT OF THE BAYBERRY LANE BRIDGE AND AUTHORIZING THE ISSUANCE OF BONDS IN AN AMOUNT NOT TO EXCEED \$479,000 TO FINANCE A PORTION OF SUCH APPROPRIATION.

RESOLVED: That upon the recommendation of the Board of Finance, the Town of Westport, Connecticut (the "Town") hereby appropriates the sum of Two Million Three Hundred Ninety-five Thousand and 00/100 Dollars (\$2,395,000) for costs to replace the Bayberry Lane Bridge over the Aspetuck River, including, but not limited to, all engineering and construction costs, as well as, related inspection, administrative, financing, legal and other soft costs (the "Project"). The Project is eligible for reimbursement of 80% of expenses under the State of Connecticut Department of Transportation's Federal Local Bridge Program.

Section 1. As recommended by the Board of Finance and for the purpose of financing Four Hundred Seventy-nine Thousand and 00/100 Dollars (\$479,000) of the foregoing appropriation, the Town is hereby authorized to borrow a sum not to exceed Four Hundred Seventy-nine Thousand and 00/100 Dollars (\$479,000) 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 a portion of 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," 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 (3) 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 enacted herein.

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 hereof. 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.

(7)

RESOLVED: That upon the recommendation of the Board of Finance and a request by the Director of Public Works, the sum of \$150,000.00 to the Bus Shelters CLFRF Expense account from the ARPA CLFRF Grant Income account is hereby appropriated.

(8)

RESOLVED: That upon the recommendation of the Board of Finance and a request by Director of Public Works, the sum of \$100,000.00 to the Tree Trimming CLFRF Expense account from the ARPA CLFRF Grant Income account is hereby appropriated.

(9)

RESOLVED: That upon the recommendation of the Board of Finance and a request by the Finance Director, the sum of \$250,000.00 for COVID Reimbursement to the General Fund Covid-19 Expense account from the ARPA CLFRF Grant Income account is hereby appropriated.

Plachi, Tatiana

Subject: FW: [External] Re: RTM December 7th agenda item request - BOE SHS roof building committee assignment/resolution

On Nov 18, 2021, at 12:02 PM, wieser4rtm@gmail.com wrote:

I discussed with Lauren Karpf and she agrees that, given the administrative nature of this request, this can be added to the Dec. 7 agenda without a committee report.

Jeff Wieser
Deputy Moderator
District 4 Representative
Chair, RTM Finance Committee
wieser74@gmail.com
203-803-9295 (m)

On Nov 18, 2021, at 9:33 AM, Elio Longo <elongo@westportps.org> wrote:

Hello Jeff,

Thank you for speaking with me on Tuesday. The State of Connecticut Office of School Construction Grants & Review (OSCGR) requires three resolutions be passed by the local legislative/governing body for all school construction grant applications, as follows:

- 1) Approval to have the Superintendent of Schools apply for a state grant and to either accept or reject a grant award;
- 2) Approval to have at least the schematic drawings prepared for the construction project;
- 3) Assign a building committee for the school construction project.

Resolutions 1 & 2 were addressed/passed at the November 9, 2021 RTM meeting. Subsequent to the meeting date, I have learned that the SHS roof replacement project must have a building committee pursuant to an OSCGR regulation. I was told initially that a building committee would not be required for a roof replacement project. Contradictory emails from OSCGR and the sudden departure of the division head caused confusion. Nonetheless, the next opportunity to file/revise our application will open between December 1 - December 10 (OSCGR only accepts applications during the first ten calendar days of each month).

I, respectfully, request a resolution addressing a building committee assignment for the SHS roof replacement project be added to the December 7, 2021, RTM

meeting agenda. The Board of Education will take action to request a building committee assignment at its meeting date of December 6, 2021. Below is sample language for the RTM agenda:

To take such action as the meeting may determine, upon the recommendation of First Selectman Jennifer Tooker and a request by the Board of Education, and in accordance with the Town of Westport Charter, Chapter 21 - Public Site and Building Commission, the Representative Town Meeting designates the Westport Public Site and Building Commission as the building committee for the Staples High School roof replacement project.

Please let me know if you have any questions or concerns.

Respectfully,
Elio

--

Elio Longo, MBA
Chief Financial Officer
Westport Public Schools
(203) 341-1001



WESTPORT PUBLIC SCHOOLS

BACK UP MATERIAL
RTM ITEM # 4

JOHN BAYERS

Assistant Superintendent for Human Resources and General Administration

110 Myrtle Avenue
Westport, Connecticut 06880
Telephone: (203) 341-1004
Fax: (203) 341-1024
jbayers@westportps.org

November 18, 2021

Mr. Jeffrey Dunkerton, Town Clerk
Westport Town Hall
Westport, Connecticut

Dear Mr. Dunkerton,

The final contract between the Westport Board of Education and the Westport Education Association, Inc. (WEA) dated July 1, 2022 – June 30, 2025 is attached to comply with the requirements of the Connecticut General Statute (CGS) Section 10-153d.

Sincerely,

John Bayers

Assistant Superintendent for Human Resources & General Administration

RECEIVED FOR RECORD
WESTPORT TOWN CLERK
2021 NOV 18 A 9:13
JEFFREY M. DUNKERTON

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

July 1, 2022 - June 30, 2025

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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, 2022, 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, 2025.

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 E.3 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. 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 emailed to the authority (principal, supervisor, etc.) with whom the matter appropriately rests and the Union and the Superintendent shall be copied in the same email.

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, or if the grievance is a class action involving more than one school, the grievance shall be emailed to the Superintendent of Schools or the Superintendent's designee. The person to whom the grievance was brought at Level One shall be copied in the Level Two transmission. 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 by email 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 emailed to the Board of Education Chair, and the Superintendent (and/or the Superintendent's designee) and the persons to whom the grievance was brought at Levels One and Two shall be copied in the same email. 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 are attached as Appendix A.
- B. Schedules for compensation for extracurricular activities 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 two (2) hours 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

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.

The Summer School Salary Schedules are attached as Appendix C.

ARTICLE XII COMPENSATION FOR CURRICULUM PROJECTS

The compensation rate for teachers participating outside of regular school hours in curriculum workshops or curriculum development shall be \$46.50 per hour in 2022-2023 and will increase by \$2.50 per hour for each subsequent year of this Agreement.

The compensation rate for curriculum workshop leaders shall be \$51.50 per hour in 2022-2023 and will increase by \$2.50 per hour for each subsequent 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, as is approved by the Assistant Superintendent for Pupil Personnel Services in writing. Such days shall be scheduled after considering the personal preferences of the affected counselors and/or psychologists in accordance with current practice. Guidance counselors and school psychologists employed prior to July 1, 2001 shall be guaranteed at least five additional days each year.

ARTICLE XIV
COMPENSATION FOR TUTORING HOMEBOUND PUPILS

The compensation rate for tutoring homebound pupils and other pupils as authorized shall be \$58.70 per hour in 2022-2023, \$59.70 in 2023-2024 and \$60.70 in 2024-2025.

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. Subject to satisfying the conditions necessary to exit the Connecticut State Partnership Plan 2.0 (SPP) by June 30, 2022, effective July 1, 2022, a program of benefits shall be provided on a contributory basis to each eligible employee and the employee's eligible dependents. Health benefits shall be in the form of a High Deductible Health Plan (HDHP) with a Health Savings Account (HSA). The HDHP will follow all Connecticut mandates applicable to fully-insured plans and will provide for unlimited in-network outpatient physical/occupational therapy, subject to a medical necessity review. The deductible for such HDHP shall be \$2000 for individuals and \$4000 for families. Effective July 1, 2022, the Board will contribute sixty percent (60%) of the deductible for active employees participating in the HDHP. Effective July 1, 2023, the Board will contribute fifty-five percent (55%) of the deductible for active employees participating in the HDHP. Effective July 1, 2024, the Board will contribute fifty percent (50%) of the deductible for active employees participating in the HDHP. 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.

Effective July 1, 2022, the Board shall pay 100% of its share of the HDHP deductible around the time the employee establishes his/her HSA account in FY 2022-2023 and on or around July 1 in FY 2023-2024, provided the employee has previously established an HSA account. Effective July 1, 2024, the Board's deposit toward the HDHP deductible will be made in two equal installments on September 1st and March 1st.

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 the deductible). The out-of-pocket maximum will be cross accumulative between in-network, out-of-network and prescription drug cost. To establish HDHP rates the parties will retain a mutually acceptable insurance consultant, and the parties shall split the cost. Contributions will be set prospectively based on rates developed by the administrator/insurer and will be based upon the cost of coverage elected by the teacher, i.e. individual, individual plus one, family. 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. Employee premium share contributions shall be made pursuant to an I.R.C. Section 125 Plan (pre-tax contribution) implemented by the Board.

Effective July 1, 2022, the Board shall pay for all full-time employees eighty-one percent (81%) of the premium cost, and the employee shall pay nineteen percent (19%) of such cost. Effective July 1, 2023 through June 30, 2025, the Board shall pay for all full-time employees eighty and one-half percent (80.5%) of the premium cost, and the employee shall pay nineteen and one-half percent (19.5%) of such cost.

Prescription benefits under the HDHP shall be provided through a prescription benefits manager (PBM), designated by the Board through a formulary established by the Board. The co-payments for the HDHP plan will apply after the deductible is met and copays will accumulate up to the combined out-of-pocket maximum of \$4,000/\$8,000. The co-payments shall be \$5.00 for generic, \$25.00 for preferred brand, and \$40.00 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 Appendix D, provided that the actual benefit shall be determined in accordance with the insurance contract(s).

In the event the conditions necessary to exit the SPP by June 30, 2022 are not satisfied, the parties agree to implement the terms of the Memorandum of Agreement attached hereto as Appendix L in lieu of the terms set forth in this Section A. However, notwithstanding any implementation of the terms of the Memorandum of Agreement attached hereto as Appendix L, the HDHP set forth in this Section A shall in all events be the baseline for negotiations for a successor to this Agreement.

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

In accordance with the Americans with Disabilities Act, as may be amended from time to time, 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

Except as provided above, 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. The leave request will be submitted to the principal in writing at least forty-eight (48) hours in advance except in cases of emergency, 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, of which up to five (5) days may be used for family illness, 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.

For the purposes of this section only, "family" is defined as a teacher's spouse, child, or other family member who resides in the teacher's home.

F. Sick Leave Bank

1. Membership in the Sick Leave Bank. All tenured certified personnel covered by this Agreement ("Tenured Teachers") shall participate in the Sick Leave Bank as detailed below.
2. Tenured Teachers' contributions. Each Tenured Teacher shall be required to donate two (2) days of accumulated sick leave at the commencement of the initial year of the Sick Leave Bank (*i.e.*, July 1, 2022), and one (1) day of sick leave on each July 1 thereafter. Days contributed to the Sick Leave Bank are non-refundable.
3. No Tenured Teacher shall receive sick leave through the Sick Leave Bank in an amount exceeding a lifetime maximum of one hundred eighty-eight (188) sick leave days.
4. The Sick Leave Bank Committee
 - a. Membership

The membership of the Sick Leave Bank Committee (hereinafter the "Committee") shall consist of two administrators appointed by the Superintendent; the Assistant Superintendent for Human Resources & General Administration; two teachers appointed by the Co-Presidents of the Association; and one Co-President of the Association.

b. Term of office

The term of office of the two administrators appointed by the Superintendent and the two teachers appointed by the Co-Presidents of the Association shall commence on the first day of the school year and expire on the day prior to the first day of the subsequent school year. The Superintendent and the Co-Presidents of the Association shall name any successors to the administrator and teacher members of the Committee, respectively, not later than ninety (90) days prior to the first day of each school year, unless such period is shortened or waived by mutual agreement of the Superintendent and the Co-Presidents of the Association. Any administrator and teacher members of the Committee from the prior school year who have not been replaced in accordance with the foregoing provision will continue serving on the Committee during the subsequent school year.

c. Chairperson of the Committee

The Chairperson of the Committee shall be the Assistant Superintendent for Human Resources & General Administration.

d. Duties of the Committee

- i. To consider any such requests for sick leave benefits as shall come before the Committee.
- ii. To investigate the merits of each such request coming before the Committee.
- iii. To determine whether such sick leave benefits, as requested, shall be granted, in whole or in part. Sick leave benefits shall be granted from the Sick Leave Bank only when a serious illness has resulted in exhaustion of sick leave benefits provided in accordance with Article XVIII, Section E. Such determination will be made by a simple majority of votes cast by the members of the Committee after appropriate consideration and investigation. If the vote is tied, the matter shall be decided by the Superintendent. The affected teacher may appeal an adverse decision to the Board of Education, the decision of which shall be final.
- iv. To conduct other relevant business, prepare reports, monitor the availability of donated sick leave days, and carry on any other activity deemed appropriate by the Committee.

e. Meetings of the Committee

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

meetings and discussions of the Committee be will strictly confidential, except as provided in subparagraph d above.

f. Quorum

A quorum shall consist of all members of the Committee.

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

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

- i. The nature of the illness or injury.
- ii. The expected date of return to work.
- iii. Physician's statements, as the Committee may require to corroborate the information in subparagraphs (i) and (ii) above. The Committee may further require an interactive discussion between the applicant's physician and the appropriate member of the Administration (*e.g.*, the Assistant Superintendent for Human Resources & General Administration).
- iv. Any other information which the Committee deems necessary and/or useful in making its decision.

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

h. Annual report

By June 30 of each year, the Committee shall report to the Executive Board of the Association and the Superintendent the amount of sick leave used from the Sick Leave Bank during the period covering the preceding July 1 through June 30.

G. 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 childrearing leave without pay or benefits except as continuation of benefits at the active employee rate may be available under the Family Medical Leave Act, provided that teachers may, at their own option and expense, remain in the insurance group.

A "childrearing leave" shall be available to both male and female employees within thirty (30) calendar days of the birth or adoption of a child, or the placement of a foster child in their care.

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

3. Such leave shall be for the remainder of the school year, and the teacher shall return to work at the beginning of the next school year. Leaves of a lesser or greater duration (i.e. a partial year or extending into a second year) shall be granted at the discretion of the Superintendent.

4. Upon completion of a childrearing leave that terminates at the beginning of the next school year, 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. Upon completion of a childrearing leave that extends into a second year, the teacher will be returned to a position for which the teacher is certified.

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 August 1 and August 31 of any year of this Agreement to be effective on June 30 of the same year.
- B. 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 Union membership dues shall be certified by the Union to the Board of Education prior to September 15th of each school year.
- C. 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.
- D. 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.
- E. 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.
- F. 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.

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

ARTICLE XXV THE TEACHING DAY

A. Duration

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

1. At the middle and high school levels, the minutes of a teacher day, whether distributed over a four, five, or eight day SCHEDULING CYCLE, or any modification thereof, shall be represented by the EQUIVALENT of five periods of student/teacher direct instructional

time which, for the purpose of calculation only, shall be computed at a level not to exceed 45 minutes.

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

3. The Board of Education reserves the right, additionally, to assign all teachers at the middle and high school levels to homeroom supervision or advisory time.

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

5. Elementary teachers shall be provided 225 minutes of preparation time weekly. Elementary teachers shall otherwise be subject to assignment, such as recess and other duties in accordance with current practice, grade level meetings, parent meetings, PPTs, and other professional meetings.

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

B. Lunch Periods

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

C. Flexibility

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

ARTICLE XXVI
NONACADEMIC DUTIES OF TEACHERS

Teachers who are assigned to more than one school shall be subject to assignment of nonacademic duties either before or after school (but not both) on days that they travel between assigned schools, provided that such duties shall not extend the teaching day for such teachers beyond the end of the teaching day at the school where the teacher began the teaching day.

ARTICLE XXVII
EMPLOYMENT OF SUBSTITUTE TEACHERS

A. It is the policy of the Board of Education to employ a substitute teacher whenever a teacher must be absent for a half-day or longer. Such substitutes will normally be persons competent in the area(s) for which the regular teacher is responsible. To provide for situations when persons with the appropriate competencies are unobtainable, arrangements will be made in advance to enable other substitutes to supervise the classes.

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

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

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

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

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

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

ARTICLE XXVIII
EMPLOYMENT OF REPLACEMENT TEACHERS

When the Superintendent knows either through competent medical counsel or through information coming directly from the teacher that there will be a prolonged absence (30 days or

more) due to illness, the Superintendent may immediately employ a fully certified teacher as a replacement and place him/her on 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 one thousand dollars (\$1,000) 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 Appendix F, 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 sixty (60) 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. The Board shall provide the exclusive representative of the Union with information regarding newly hired staff members in a format, and at such time, as required by applicable law.

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).

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.

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.

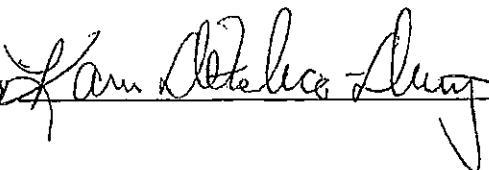
ARTICLE XLII
WORKERS' COMPENSATION

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 17th day of November 2021.

WESTPORT BOARD OF EDUCATION WESTPORT EDUCATION ASSOCIATION

By 

By 

APPENDIX A-1

TEACHERS' SALARY SCHEDULE
 JULY 1, 2022 - JUNE 30, 2023

	Level 1	Level 2	Level 3	Level 4
Step	BA Degree	BA + 1 Yr. (MA or BA+30)	BA + 2 Yr. (MA+30)	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	80,335	84,896	88,539	93,972
16	84,262	88,662	92,159	97,734
17	92,445	92,595	95,927	101,643
18		97,323	102,205	108,226
19		102,051	108,483	114,809
20		111,932	120,298	127,251

Teachers shall advance one step on the 2022-2023 salary schedule from where they were during the 2021-2022 school year.

APPENDIX A-2

TEACHERS' SALARY SCHEDULE
 JULY 1, 2023 - JUNE 30, 2024

	Level 1	Level 2	Level 3	Level 4
Step	BA Degree	BA + 1 Yr. (MA or BA+30)	BA + 2 Yr. (MA+30)	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	80,335	84,896	88,539	93,972
16	84,262	88,662	92,159	97,734
17	94,063	92,595	95,927	101,643
18		97,323	102,205	108,226
19		102,051	108,483	114,809
20		113,891	122,403	129,478

Teachers shall advance one step on the 2023-2024 salary schedule from where they were during the 2022-2023 school year.

APPENDIX A-3

TEACHERS' SALARY SCHEDULE
 JULY 1, 2024 - JUNE 30, 2025

	Level 1	Level 2	Level 3	Level 4
Step	BA Degree	BA + 1 Yr. (MA or BA+30)	BA + 2 Yr. (MA+30)	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	80,335	84,896	88,539	93,972
16	84,262	88,662	92,159	97,734
17	95,568	92,595	95,927	101,643
18		97,323	102,205	108,226
19		102,051	108,483	114,809
20		115,713	124,361	131,550

Teachers shall advance one step on the 2024-2025 salary schedule from where they were during the 2023-2024 school year.

APPENDIX B
EXTRACURRICULAR ACTIVITIES SALARY SCHEDULE

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

District	22-23	23-24	24-25
District Theatre Arts/Arts Leader	\$4,407	\$4,451	\$4,496
District PDEP Consultant	\$3,717	\$3,754	\$3,792
District Musical Instrument Manager	\$3,244	\$3,276	\$3,309

	Year	Step 1	Step 2	Step 3	Step 4	Step 5
High School						
SHS Head Coach/Football	22-23	\$8,049	\$8,486	\$8,949	\$9,471	\$10,001
	23-24	\$8,129	\$8,571	\$9,038	\$9,566	\$10,101
	24-25	\$8,210	\$8,657	\$9,128	\$9,662	\$10,202
SHS Head Coach/Boys Basketball	22-23	\$7,338	\$7,764	\$8,172	\$8,818	\$9,048
	23-24	\$7,411	\$7,842	\$8,254	\$8,906	\$9,138
	24-25	\$7,485	\$7,920	\$8,337	\$8,995	\$9,229
SHS Head Coach/Girls Basketball	22-23	\$6,367	\$6,738	\$7,094	\$7,655	\$7,922
	23-24	\$6,431	\$6,805	\$7,165	\$7,732	\$8,001
	24-25	\$6,495	\$6,873	\$7,237	\$7,809	\$8,081
SHS Head Coach Baseball						
SHS Head Coach Gymnastics						
SHS Head Coach/Field Hockey						
SHS Head Coach/Boys Ice Hockey						
SHS Head Coach/Girls Ice Hockey						
SHS Head Coach/Boys Lacrosse						
SHS Head Coach/Girls Lacrosse						
SHS Head Coach Softball						
SHS Head Coach/Girls Soccer						
SHS Head Coach/Boys Soccer						
SHS Head Coach/Girls Swimming						
SHS Head Coach/Boys Swimming						
SHS Head Coach Boys Track						
SHS Head Coach Girls Track						
SHS Head Coach/Boys Volleyball						
SHS Head Coach/Girls Volleyball						
SHS Head Coach/Wrestling						
SHS Head Coach/Boys Tennis	22-23	\$4,968	\$5,105	\$5,237	\$5,509	\$5,783
	23-24	\$5,018	\$5,156	\$5,289	\$5,564	\$5,841
	24-25	\$5,068	\$5,208	\$5,342	\$5,620	\$5,899

	Year	Step 1	Step 2	Step 3	Step 4	Step 5
High School						
SHS Head Coach/Boys Rugby	22-23	\$4,510	\$4,731	\$4,963	\$5,210	\$5,464
SHS Head Coach/Boys Ski	23-24	\$4,555	\$4,778	\$5,013	\$5,262	\$5,519
SHS Head Coach/Girls Ski	24-25	\$4,601	\$4,826	\$5,063	\$5,315	\$5,574
SHS Head Sailing Coach						
SHS Head Coach/Boys Waterpolo						
SHS Head Coach/Cheer Leading						
SHS Head Coach/Boys Cr Country	22-23	\$4,510	\$4,731	\$4,963	\$5,210	\$5,464
SHS Head Coach/Girls Cross Country	23-24	\$4,555	\$4,778	\$5,013	\$5,262	\$5,519
SHS Head Coach/Boys Golf	24-25	\$4,601	\$4,826	\$5,063	\$5,315	\$5,574
SHS Head Coach/Girls Golf						
SHS Freshman Coach/Football	22-23	\$3,199	\$3,335	\$3,470	\$3,604	\$3,811
	23-24	\$3,231	\$3,368	\$3,505	\$3,640	\$3,849
	24-25	\$3,263	\$3,402	\$3,540	\$3,676	\$3,887
SHS Asst Coach/Boys Basketball	22-23	\$5,072	\$5,209	\$5,342	\$5,480	\$5,751
SHS Asst Coach/Girls Basketball	23-24	\$5,123	\$5,261	\$5,395	\$5,535	\$5,809
	24-25	\$5,174	\$5,314	\$5,449	\$5,590	\$5,867
SHS 1st Asst Coach/Football	22-23	\$5,323	\$5,545	\$5,779	\$6,025	\$6,280
	23-24	\$5,376	\$5,600	\$5,837	\$6,085	\$6,343
	24-25	\$5,430	\$5,656	\$5,895	\$6,146	\$6,406
SHS 2nd Asst Coach/Football	22-23	\$4,352	\$4,592	\$4,831	\$5,069	\$5,310
	23-24	\$4,396	\$4,638	\$4,879	\$5,120	\$5,363
	24-25	\$4,440	\$4,684	\$4,928	\$5,171	\$5,417
SHS Freshman Coach/Boys Basketball	22-23	\$3,718	\$3,922	\$4,124	\$4,344	\$4,575
SHS Freshman Coach/Girls Basketball	23-24	\$3,755	\$3,961	\$4,165	\$4,387	\$4,621
SHS Asst Coach/Baseball	24-25	\$3,793	\$4,001	\$4,207	\$4,431	\$4,667
SHS Asst Coach/Boys Diving						
SHS Asst Coach Boys/Girls Cross Country						
SHS Asst Coach/Field Hockey						
SHS Asst Coach/Girls Gymnastics (W)						
SHS Asst Coach/Boys Ice Hockey						
SHS Asst Coach/Girls Ice Hockey						
SHS Asst Coach/Boys Lacrosse						
SHS Asst Coach/Girls Lacrosse						
SHS Head Coach/Boys Waterpolo						
SHS Asst Coach/Girls Swimming						

	Year	Step 1	Step 2	Step 3	Step 4	Step 5
High School						
SHS Asst Coach/Boys Swimming						
SHS Asst Coach/Boys Track						
SHS Asst Coach/Girls Track						
SHS Asst Coach/Boys Soccer						
SHS Asst Coach/Girls Soccer						
SHS Asst Coach/Softball						
SHS Asst Coach/Girls Volleyball						
SHS Asst Coach/Boys Volleyball						
SHS Asst Coach/Wrestling						
SHS Asst Coach/Boys Rugby						
SHS Asst Coach/Cheer Leading	22-23	\$3,194	\$3,366	\$3,538	\$3,730	\$3,926
SHS Asst Coach/Skiing	23-24	\$3,226	\$3,400	\$3,573	\$3,767	\$3,965
	24-25	\$3,258	\$3,434	\$3,609	\$3,805	\$4,005
SHS Asst Coach/Boys Golf	22-23	\$2,359	\$2,545	\$2,728	\$2,909	\$3,048
SHS Asst Coach/Girls Golf (S)	23-24	\$2,383	\$2,570	\$2,755	\$2,938	\$3,078
SHS Asst Coach/Boys Tennis	24-25	\$2,407	\$2,596	\$2,783	\$2,967	\$3,109
SHS Asst Coach/Girls Tennis						
Athletic Trainer(S)	22-23	\$1,397	\$1,469	\$1,540	\$1,620	\$1,712
SHS Intramurals- Badminton(S)	23-24	\$1,411	\$1,484	\$1,555	\$1,636	\$1,729
SHS Intramurals- Basketball(W)	24-25	\$1,425	\$1,499	\$1,571	\$1,652	\$1,746
SHS Intramurals- Fitness(W)						
SHS Intramurals- Fitness(S)						
SHS Intramurals- Flag Football(S)						
SHS Intramurals- Football 1						
SHS Intramurals- Football 2						
SHS Intramurals- Gymnastics(W)						
SHS Intramurals- Boys Lacrosse						
SHS Intramurals- Powder Puff						
SHS Intramurals- Rugby						
SHS Intramurals- Sailing						
SHS Intramurals- Swimming(F)						
SHS Intramurals- Swimming(W)						
SHS Intramurals- Tennis(S)						
SHS Intramurals- Unified Sports(F)						
SHS Intramurals- Unified Sports(W)						
SHS Intramurals- Water Polo(S)						
SHS Intramurals- Weight Training(F)						
SHS Intramurals- Weight Training (F2)						

	Year	Step 1	Step 2	Step 3	Step 4	Step 5
High School						
SHS Intramurals- Weight Training(W1)						
SHS Intramurals- Weight Training (W2)						
SHS Intramurals- Weight Training(S1)						
SHS Intramurals- Weight Training(S2)						
SHS Intramurals- Wrestling(F)						
SHS Intramurals- Wrestling(W)						
Equipment Manager (F)	22-23	\$683	\$728	\$777	\$825	\$901
Equipment Manager (W)	23-24	\$690	\$735	\$785	\$833	\$910
Equipment Manager (S)	24-25	\$697	\$742	\$793	\$841	\$919
SHS Pool Director	22-23	\$4,442	\$4,663	\$4,897	\$5,139	\$5,396
	23-24	\$4,486	\$4,710	\$4,946	\$5,190	\$5,450
	24-25	\$4,531	\$4,757	\$4,995	\$5,242	\$5,505
SHS Band Director	22-23	\$6,367	\$6,738	\$7,094	\$7,655	\$7,922
SHS Choral Director	23-24	\$6,431	\$6,805	\$7,165	\$7,732	\$8,001
SHS Orchestra Director	24-25	\$6,495	\$6,873	\$7,237	\$7,809	\$8,081
SHS Freshman Orchestra Director						
SHS Drama Director	22-23	\$6,367	\$6,738	\$7,094	\$7,655	\$7,922
	23-24	\$6,431	\$6,805	\$7,165	\$7,732	\$8,001
	24-25	\$6,495	\$6,873	\$7,237	\$7,809	\$8,081
SHS Drama Assistant Director	22-23	\$3,475	\$3,755	\$4,042	\$4,325	\$4,607
	23-24	\$3,510	\$3,793	\$4,082	\$4,368	\$4,653
	24-25	\$3,545	\$3,831	\$4,123	\$4,412	\$4,700
SHS Drama Technical Director	22-23	\$3,335	\$3,604	\$3,878	\$4,150	\$4,423
	23-24	\$3,368	\$3,640	\$3,917	\$4,192	\$4,467
	24-25	\$3,402	\$3,676	\$3,956	\$4,234	\$4,512
SHS Drama Production Assistant	22-23	\$2,686	\$2,870	\$3,056	\$3,240	\$3,426
	23-24	\$2,713	\$2,899	\$3,087	\$3,272	\$3,460
	24-25	\$2,740	\$2,928	\$3,118	\$3,305	\$3,495
SHS Drama Choreographer	22-23	\$3,205	\$3,375	\$3,549	\$3,740	\$3,936
	23-24	\$3,237	\$3,409	\$3,584	\$3,777	\$3,975
	24-25	\$3,269	\$3,443	\$3,620	\$3,815	\$4,015

	Year	Step 1	Step 2	Step 3	Step 4	Step 5
High School						
SHS Pit Orchestra Director	22-23	\$2,197	\$2,309	\$2,430	\$2,563	\$2,697
	23-24	\$2,219	\$2,332	\$2,454	\$2,589	\$2,724
	24-25	\$2,241	\$2,355	\$2,479	\$2,615	\$2,751
SHS Black Box Theater Advisor	22-23	\$1,594	\$1,681	\$1,775	\$1,795	\$1,964
	23-24	\$1,610	\$1,698	\$1,793	\$1,813	\$1,984
	24-25	\$1,626	\$1,715	\$1,811	\$1,831	\$2,004
SHS Professional musicians				22-23	23-24	24-25
				\$868	\$877	\$886
SHS 9th Grade Class Advisor	22-23	\$1,905	\$2,008	\$2,129	\$2,210	\$2,382
	23-24	\$1,924	\$2,028	\$2,150	\$2,232	\$2,406
	24-25	\$1,943	\$2,048	\$2,172	\$2,254	\$2,430
SHS 10th Grade Advisor	22-23	\$2,043	\$2,177	\$2,314	\$2,450	\$2,587
	23-24	\$2,063	\$2,199	\$2,337	\$2,475	\$2,613
	24-25	\$2,084	\$2,221	\$2,360	\$2,500	\$2,639
SHS 11th Grade Advisor	22-23	\$3,128	\$3,266	\$3,402	\$3,536	\$3,674
SHS Student Assembly Advisor	23-24	\$3,159	\$3,299	\$3,436	\$3,571	\$3,711
	24-25	\$3,191	\$3,332	\$3,470	\$3,607	\$3,748
SHS 12th Grade Advisor	22-23	\$4,624	\$4,764	\$4,900	\$5,170	\$5,442
SHS AFS Advisor	23-24	\$4,670	\$4,812	\$4,949	\$5,222	\$5,496
	24-25	\$4,717	\$4,860	\$4,998	\$5,274	\$5,551
SHS Peer Advisor	22-23	\$1,123	\$1,191	\$1,257	\$1,327	\$1,395
	23-24	\$1,134	\$1,203	\$1,270	\$1,340	\$1,409
	24-25	\$1,145	\$1,215	\$1,283	\$1,353	\$1,423
SHS Stud. Orientation Comm. Advisor	22-23	\$3,194	\$3,366	\$3,538	\$3,730	\$3,926
	23-24	\$3,226	\$3,400	\$3,573	\$3,767	\$3,965
	24-25	\$3,258	\$3,434	\$3,609	\$3,805	\$4,005
SHS Graduation Coordinator				22-23	23-24	24-25
				\$2,176	\$2,198	\$2,220
				\$12,739	\$12,866	\$12,995
SHS Senior Internship Advisor						
SHS Artist Club Advisor	22-23	\$2,197	\$2,309	\$2,430	\$2,563	\$2,697
Earth Club Advisor	23-24	\$2,219	\$2,332	\$2,454	\$2,589	\$2,724
SHS Key Club Advisor	24-25	\$2,241	\$2,355	\$2,479	\$2,615	\$2,751
SHS Law Club Advisor						

	Year	Step 1	Step 2	Step 3	Step 4	Step 5
High School						
SHS Pisces Club Advisor						
SHS QED Advisor						
SHS Soundings Advisor						
SHS UN Club Advisor						
SHS Best Buddies Advisor	22-23	\$3,194	\$3,366	\$3,538	\$3,730	\$3,926
SHS Culinary Arts Club Advisor	23-24	\$3,226	\$3,400	\$3,573	\$3,767	\$3,965
SHS Gay/Straight Alliance Advisor	24-25	\$3,258	\$3,434	\$3,609	\$3,805	\$4,005
SHS Kool to be Kind Club Advisor						
SHS Math Club Advisor						
SHS Heart and Soul Club Advisor	22-23	\$2,221	\$2,356	\$2,494	\$2,626	\$2,764
	23-24	\$2,243	\$2,380	\$2,519	\$2,652	\$2,792
	24-25	\$2,265	\$2,404	\$2,544	\$2,679	\$2,820
SHS Debate Club Advisor	22-23	\$2,666	\$2,850	\$3,034	\$3,218	\$3,402
	23-24	\$2,693	\$2,879	\$3,064	\$3,250	\$3,436
	24-25	\$2,720	\$2,908	\$3,095	\$3,283	\$3,470
SHS Inklings Advisor	22-23	\$6,367	\$6,738	\$7,094	\$7,655	\$7,922
SHS Robotics club	23-24	\$6,431	\$6,805	\$7,165	\$7,732	\$8,001
SHS Yearbook Advisor	24-25	\$6,495	\$6,873	\$7,237	\$7,809	\$8,081
SHS Junior State of America Advisor	22-23	\$4,764	\$4,900	\$5,035	\$5,310	\$5,579
SHS Media Club Advisor	23-24	\$4,812	\$4,949	\$5,085	\$5,363	\$5,635
	24-25	\$4,860	\$4,998	\$5,136	\$5,417	\$5,691
SHS Learning Readiness Club Advisor	19-20	\$4,224	\$4,457	\$4,689	\$4,920	\$5,153
	20-21	\$4,266	\$4,502	\$4,736	\$4,969	\$5,205
	21-22	\$4,309	\$4,547	\$4,783	\$5,019	\$5,257
SHS Media Club Asst Advisor	22-23	\$4,352	\$4,592	\$4,831	\$5,069	\$5,310
	23-24	\$4,396	\$4,638	\$4,879	\$5,120	\$5,363
	24-25	\$4,440	\$4,684	\$4,928	\$5,171	\$5,417
SHS National Honor Society Advisor	22-23	\$3,356	\$3,533	\$3,705	\$3,896	\$4,089
	23-24	\$3,390	\$3,568	\$3,742	\$3,935	\$4,130
	24-25	\$3,424	\$3,604	\$3,779	\$3,974	\$4,171

Middle Schools	Year	Step 1	Step 2	Step 3	Step 4	Step 5
MS Drama Director	22-23	\$6,367	\$6,738	\$7,094	\$7,655	\$7,922
	23-24	\$6,431	\$6,805	\$7,165	\$7,732	\$8,001
	24-25	\$6,495	\$6,873	\$7,237	\$7,809	\$8,081
MS Drama Assistant Director	22-23	\$3,475	\$3,755	\$4,042	\$4,325	\$4,607
	23-24	\$3,510	\$3,793	\$4,082	\$4,368	\$4,653
	24-25	\$3,545	\$3,831	\$4,123	\$4,412	\$4,700
MS Drama Technical Director	22-23	\$3,335	\$3,604	\$3,878	\$4,150	\$4,423
	23-24	\$3,368	\$3,640	\$3,917	\$4,192	\$4,467
	24-25	\$3,402	\$3,676	\$3,956	\$4,234	\$4,512
MS Drama Production Assistant	22-23	\$2,686	\$2,870	\$3,056	\$3,240	\$3,426
	23-24	\$2,713	\$2,899	\$3,087	\$3,272	\$3,460
	24-25	\$2,740	\$2,928	\$3,118	\$3,305	\$3,495
MS Drama Choreographer	22-23	\$3,205	\$3,375	\$3,549	\$3,740	\$3,936
	23-24	\$3,237	\$3,409	\$3,584	\$3,777	\$3,975
	24-25	\$3,269	\$3,443	\$3,620	\$3,815	\$4,015
MS Drama Workshop Director	22-23	\$3,356	\$3,533	\$3,705	\$3,896	\$4,089
	23-24	\$3,390	\$3,568	\$3,742	\$3,935	\$4,130
	24-25	\$3,424	\$3,604	\$3,779	\$3,974	\$4,171
MS Pit Orchestra Director	22-23	\$2,197	\$2,309	\$2,430	\$2,563	\$2,697
	23-24	\$2,219	\$2,332	\$2,454	\$2,589	\$2,724
	24-25	\$2,241	\$2,355	\$2,479	\$2,615	\$2,751
MS Professional musicians				22-23	23-24	24-25
				\$868	\$877	\$886
MS Band Director	22-23	\$3,194	\$3,366	\$3,538	\$3,730	\$3,926
MS Camerata Director	23-24	\$3,226	\$3,400	\$3,573	\$3,767	\$3,965
MS Chamber Orchestra Director	24-25	\$3,258	\$3,434	\$3,609	\$3,805	\$4,005
MS Orchestra Director						
MS Choral Director						
MS Jazz Band Director						
MS Wind Ensemble						

Middle Schools	Year	Step 1	Step 2	Step 3	Step 4	Step 5
MS All-City Orchestra Director	22-23	\$2,221	\$2,356	\$2,494	\$2,626	\$2,764
MS All City Band	23-24	\$2,243	\$2,380	\$2,519	\$2,652	\$2,792
MS Percussion Ensemble	24-25	\$2,265	\$2,404	\$2,544	\$2,679	\$2,820
MS TV Production Advisor	22-23	\$4,442	\$4,663	\$4,897	\$5,139	\$5,396
MS Yearbook Advisor	23-24	\$4,486	\$4,710	\$4,946	\$5,190	\$5,450
	24-25	\$4,531	\$4,757	\$4,995	\$5,242	\$5,505
MS TV Production Assistant	22-23	\$1,397	\$1,469	\$1,540	\$1,620	\$1,712
	23-24	\$1,411	\$1,484	\$1,555	\$1,636	\$1,729
	24-25	\$1,425	\$1,499	\$1,571	\$1,652	\$1,746
MS Spirit Club Advisor	22-23	\$3,290	\$3,464	\$3,638	\$3,828	\$4,024
	23-24	\$3,323	\$3,499	\$3,674	\$3,866	\$4,064
	24-25	\$3,356	\$3,534	\$3,711	\$3,905	\$4,105
MS Art Collective	22-23	\$3,194	\$3,366	\$3,538	\$3,730	\$3,926
	23-24	\$3,226	\$3,400	\$3,573	\$3,767	\$3,965
	24-25	\$3,258	\$3,434	\$3,609	\$3,805	\$4,005
MS Diversity Club Advisor	22-23	\$1,833	\$1,924	\$2,015	\$2,106	\$2,197
	23-24	\$1,851	\$1,943	\$2,035	\$2,127	\$2,219
	24-25	\$1,870	\$1,962	\$2,055	\$2,148	\$2,241
MS Literary Magazine Advisor	22-23	\$2,197	\$2,309	\$2,430	\$2,563	\$2,697
MS Media Club Advisor	23-24	\$2,219	\$2,332	\$2,454	\$2,589	\$2,724
MS Newspaper Club Advisor	24-25	\$2,241	\$2,355	\$2,479	\$2,615	\$2,751
MS Student Council Advisor						
MS Math Club Advisor	22-23	\$980	\$1,022	\$1,065	\$1,111	\$1,152
MS Math Counts Advisor	23-24	\$990	\$1,032	\$1,076	\$1,122	\$1,164
MS National History Day Club	24-25	\$1,000	\$1,042	\$1,087	\$1,133	\$1,176
MS Photo Club Advisor						
MS Mock Trial Advisor	22-23	\$621	\$649	\$679	\$706	\$731
	23-24	\$627	\$655	\$686	\$713	\$738
	24-25	\$633	\$662	\$693	\$720	\$745
MS Robotics Advisor	22-23	\$1,833	\$1,924	\$2,015	\$2,106	\$2,197
MS Science Olympiad Advisor	23-24	\$1,851	\$1,943	\$2,035	\$2,127	\$2,219
MS 3d Printer Club Advisor	24-25	\$1,870	\$1,962	\$2,055	\$2,148	\$2,241
MS Intramural Coordinator	22-23	\$3,194	\$3,366	\$3,538	\$3,730	\$3,926

Middle Schools	Year	Step 1	Step 2	Step 3	Step 4	Step 5
	23-24	\$3,226	\$3,400	\$3,573	\$3,767	\$3,965
	24-25	\$3,258	\$3,434	\$3,609	\$3,805	\$4,005
MS Intramurals - Athletics[1]			22-23	23-24	24-25	
			\$81	\$82	\$83	
[1] Not to exceed		\$46,026	\$46,486	\$46,951		
(No Steps)		22-23	23-24	24-25		
Middle School Team Leader						
Four person team:		\$6,848	\$6,916	\$6,985		
Three person team:		\$5,137	\$5,188	\$5,240		
Two person team:		\$3,423	\$3,457	\$3,492		
Middle School Group Liaison Special Area		\$4,359	\$4,403	\$4,447		
Elementary Schools		22-23	23-24	24-25		
Elem Art Prof Dev Coord		\$5,310	\$5,363	\$5,417		
	Year	Step 1	Step 2	Step 3	Step 4	Step 5
Elem Band Director	22-23	\$3,194	\$3,366	\$3,538	\$3,730	\$3,926
Elem Chorus Director	23-24	\$3,226	\$3,400	\$3,573	\$3,767	\$3,965
Elem Orchestra Director	24-25	\$3,258	\$3,434	\$3,609	\$3,805	\$4,005
Elem Chamber Orchestra						
Elem Wind Ensemble						
Elem Choral Play						
	Year	Step 1	Step 2	Step 3	Step 4	Step 5
Elem Steel Band Director	22-23	\$1,123	\$1,191	\$1,257	\$1,327	\$1,395
	23-24	\$1,134	\$1,203	\$1,270	\$1,340	\$1,409
	24-25	\$1,145	\$1,215	\$1,283	\$1,353	\$1,423
Elem TV Studio Advisor	22-23	\$2,807	\$2,988	\$3,170	\$3,354	\$3,538
	23-24	\$2,835	\$3,018	\$3,202	\$3,388	\$3,573
	24-25	\$2,863	\$3,048	\$3,234	\$3,422	\$3,609
Elem Student Leadership Advisor	22-23	\$1,689	\$1,779	\$1,871	\$1,960	\$2,053
Elem Math Olympics	23-24	\$1,706	\$1,797	\$1,890	\$1,980	\$2,074
	24-25	\$1,723	\$1,815	\$1,909	\$2,000	\$2,095
Elementary Schools	Year	Step 1	Step 2	Step 3	Step 4	Step 5
Elem Literary Magazine/Yearbook Advisor	22-23	\$957	\$1,001	\$1,044	\$1,090	\$1,132
Elem running	23-24	\$967	\$1,011	\$1,054	\$1,101	\$1,143
	24-25	\$977	\$1,021	\$1,065	\$1,112	\$1,154

	22-23	\$1,901	\$1,994	\$2,085	\$2,175	\$2,267
Elem Intramurals Coordinator	23-24	\$1,920	\$2,014	\$2,106	\$2,197	\$2,290
	24-25	\$1,939	\$2,034	\$2,127	\$2,219	\$2,313
	22-23	\$1,397	\$1,469	\$1,540	\$1,620	\$1,712
Elem unified sports	23-24	\$1,411	\$1,484	\$1,555	\$1,636	\$1,729
	24-25	\$1,425	\$1,499	\$1,571	\$1,652	\$1,746
	22-23	\$957	\$1,001	\$1,044	\$1,090	\$1,132

APPENDIX C

SUMMER SCHOOL SALARY SCHEDULES

		2022-23	2023-24	2024-25
Salaries for Academic Credit Courses:	Per hour	\$77.00	\$78.00	\$79.00
SAT/ACT/College Essay Prep:	Per hour	\$49.94	\$50.94	\$51.94

ESY/SPED - The hourly rate to be paid is the top step of the MA level, except if a teacher's hourly rate is higher, they will receive the higher rate.

Salaries will be paid biweekly.

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

Effective [TO BE DETERMINED] ¹
Administered by [TO BE DETERMINED] ²

High Deductible Health Plan

Plan Features	In-Network	Out-of-Network
Deductible (September 1 through August 31st) Cross accumulation between in and out-of-network and prescription drugs.	\$2,000 Individual \$4,000 Family	Same as In-Network
Co-insurance Limit	100%	80%
Out-of-Pocket Maximum Cross accumulation between in and out-of-network and prescription drugs. The amount you pay for any services counts towards both your in-network and out-of-network out-of-pocket maximums.	\$4,000 Individual \$8,000 Family	Same as In-Network
Lifetime Maximum	Unlimited	Unlimited
Preventative Care	Paid in full	Paid in full
Prescription Drug Participating Retail Pharmacy	Participating Retail Pharmacy \$5 co-payment – generic \$25 co-payment – preferred brand name \$40 co-payment - non-preferred brand name Maximum 30 day supply or 100 doses, whichever is less Subject to substitution unless DAW	N/A
Mail Order	\$12.50 co-payment – generic \$62.50 co-payment – preferred brand name \$100.00 co-payment – non-preferred brand name Maximum 90-day supply Subject to substitution unless DAW	N/A

¹ This information will updated upon satisfaction of the conditions necessary to exit the SPP and the Board's selection of an insurance carrier and/or administrator.

² See note 1.

**APPENDIX E
WESTPORT BOARD OF EDUCATION**

DENTAL BENEFITS

As of July 1, 2007

Administered by Delta Dental

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

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

APPENDIX F

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 or for certification in a shortage areas as designated by the Commissioner of Education. 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 9 academic credits for a \$225 annual increase.
 2. For advancement to Level 2 (BA+30) or Level 3 (MA+30): Complete a minimum thirty (30) credits towards an advanced degree. Of the total number of thirty (30) credits, twenty-four (24) credits must be graduate credits and part of an approved program.
 3. For advancement to Level 4 (MA+60): 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.
 4. All graduate credits 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. 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 for salary advancement shall be subject to the same approval process as other courses, including, without limitation, the approval process set forth in ARTICLE XXX of this Agreement and in this APPENDIX F. The Superintendent or designee shall have sole discretion to approve or reject a proposed online course for salary advancement, provided that approval shall not be unreasonably withheld. A teacher may appeal the Superintendent's or designee's decision to reject a proposed online course for salary advancement by submitting to the Superintendent or designee a written explanation setting forth the reasons why such teacher believes the online course should be approved. Any decision by the Superintendent or designee regarding the approval or rejection of a proposed online course for salary advancement, including any decision regarding an appeal of such decision, shall not be subject to grievance or arbitration under this Agreement or to any other appeal process.

APPENDIX G


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.

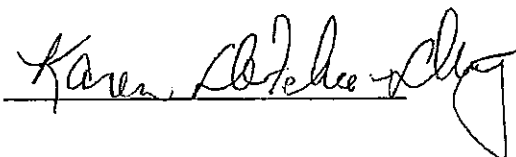
WESTPORT BOARD OF
EDUCATION

WESTPORT EDUCATION
ASSOCIATION

By



By



APPENDIX H

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.


WESTPORT BOARD OF EDUCATION


WESTPORT EDUCATION ASSOCIATION

APPENDIX I

MEMORANDUM OF AGREEMENT

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

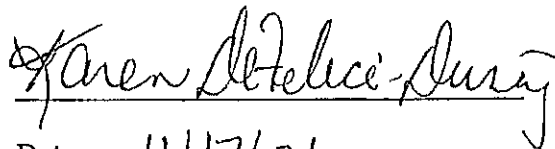
1. The Board of Education and the Association agree that it is not appropriate that members of the bargaining unit be required to work under unsafe, unclean or unhealthy conditions or to perform duties that endanger their safety or health. The Board of Education agrees that teachers may reasonably expect (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.

2. English teachers at the high school (a) shall be assigned to teach the equivalent of four periods of student/teacher direct instructional time daily distributed over the applicable scheduling cycle, (b) will be assigned the equivalent of one period for professional assignment daily distributed over the applicable scheduling cycle, and (c) will be assigned the equivalent of one period for professional assignment (which may include co-teaching a class) or student monitoring activities daily distributed over the applicable scheduling cycle as such terms are used in Article XXV.

WESTPORT BOARD OF EDUCATION

WESTPORT EDUCATION ASSOCIATION





Date: 11/17/21

Date: 11/17/21

APPENDIX J


MEMORANDUM OF AGREEMENT

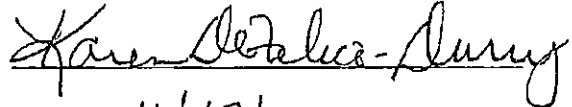
In the recently concluded negotiations, the Westport Board of Education and the Westport Education Association reached the following additional agreements:

1. 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.

WESTPORT BOARD OF EDUCATION

WESTPORT EDUCATION ASSOCIATION





Date: 11/17/21

Date: 11/17/21

APPENDIX K

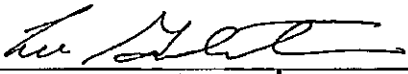
MEMORANDUM OF AGREEMENT

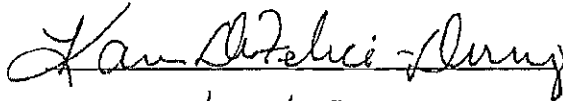
In the recently concluded negotiations, the Westport Board of Education and the Westport Education Association reached the following additional agreements:

1. The Board will have the right to schedule student supervision before school uniformly at all five elementary schools in accordance with the current practice at three schools.
2. The parties agree that the Board will be able to assign secondary science teachers to teach the equivalent instructional time of five classes, effective with the 2019-2020 school year, any past practice to the contrary notwithstanding.

WESTPORT BOARD OF EDUCATION

WESTPORT EDUCATION ASSOCIATION





Date: 11/17/21

Date: 11/17/21

APPENDIX L

MEMORANDUM OF AGREEMENT

In the recently concluded negotiations regarding the collective bargaining agreement (“CBA”) between the Westport Board of Education (the “Board”) and the Westport Education Association (the “Association”) (together, the “parties”), the Board and the Association reached the following additional agreement:

1. The parties understand and acknowledge that there are conditions precedent to transitioning bargaining unit members from the Connecticut State Partnership Plan 2.0 (SPP) to a High Deductible Health Plan (HDHP) with a Health Savings Account (HSA) effective July 1, 2022.
2. In the event the conditions necessary to exit the SPP by June 30, 2022 are not satisfied, the parties agree to implement the terms set forth in Paragraphs 3 and 4 below until such time as the conditions necessary to exit the SPP, and thereafter transition to the HDHP as set forth in Article XVI, Section A of the CBA (“Section A”), are satisfied. Notwithstanding any implementation of the terms of this Memorandum of Agreement, the HDHP set forth in Section A shall in all events be the baseline for negotiations for a successor to the CBA.
3. At any such time that the conditions necessary to exit the SPP are satisfied, the following shall occur:
 - a. The HDHP set forth in Section A shall take effect on the following July 1 (*e.g.*, if the conditions necessary to exit the SPP are satisfied during the 2022-2023 school year, the HDHP would take effect on July 1, 2023).
 - b. The premium cost sharing rates set forth in Section A shall remain in effect and shall progress in each year of the CBA as set forth therein (*e.g.*, if the HDHP takes effect on July 1, 2023, the employee shall pay nineteen and one-half percent (19.5%) of the premium cost during the 2023-2024 contract year).
 - c. The amount and timing of the Board’s initial contribution to the HDHP deductible shall be the same as it would have been had the HDHP taken effect on July 1, 2022, and thereafter shall conform with the provisions of Section A applicable in any subsequent year of the CBA (*e.g.*, if the HDHP takes effect on July 1, 2023, the Board will contribute sixty percent (60%) of the deductible for active employees participating in the HDHP during the 2023-2024 contract year and fifty-five percent (55%) of the deductible for active employees participating in the HDHP during the 2024-2025 contract year).
4. Subject to the conditions set forth below, effective September 1, 2018, the Board shall offer each bargaining unit member the opportunity to participate in the SPP for medical benefits in lieu of the medical benefits described in Section A. Dental benefits shall continue (with the same employee premium cost sharing) as currently provided in the CBA. The medical benefits shall be as set forth in the SPP effective on September 1, 2018, including any subsequent amendments or modifications made to the SPP by the

State and its employee representatives. The administration of the SPP, including open enrollment, beneficiary eligibility and changes, and other administration provisions shall be as established by the SPP.

- a. The premium rates shall be set by the SPP. Based on such rates, the Board shall establish a blended rate to provide the same rate to active and retired teachers in accordance with statute.
- b. Effective July 1, 2022, the Board shall pay for all full-time employees eighty-one percent (81%) of the premium cost, and the employee shall pay nineteen percent (19%) of such cost. Effective July 1, 2023 through June 30, 2025, the Board shall pay for all full-time employees eighty and one-half percent (80.5%) of the premium cost, and the employee shall pay nineteen and one-half percent (19.5%) of such cost.
- c. The SPP contains a Health Enhancement Plan (HEP) component. All employees participating in the SPP are subject to the terms and provisions of the HEP. In the event SPP administrators impose the HEP non-participation or noncompliance \$100 per month premium cost increase or the \$350 per participant to a maximum of \$1400 family annual deductible, those sums shall be paid 100% in their entirety by the non-participating or non-compliant employee. No portion or percentage shall be paid by the Board. The \$100 per month premium cost increase shall be implemented through payroll deduction, and the \$350/\$1400 annual deductible shall be implemented through claims administration.
- d. The HDHP set forth in Section A shall be the baseline for negotiations for a successor to the CBA.

WESTPORT BOARD OF EDUCATION

WESTPORT EDUCATION ASSOCIATION





Date: 11/17/21

Date: 11/17/21

APPENDIX M
MEMORANDUM OF AGREEMENT

In recently concluded negotiations regarding the collective bargaining agreement between the Westport Board of Education (the "Board") and the Westport Education Association (the "Association") (together, the "parties"), the Board and the Association reached the following additional agreement:

1. The Superintendent shall have discretion to establish one or more leadership team positions ("Leadership Team Positions") at each of the Board's elementary schools and at Staples High School.
2. The duties and responsibilities of the Leadership Team Positions at each school will be established by the Superintendent and/or designee(s) (e.g., building principal). Such duties and responsibilities shall include, among any others established in accordance with this paragraph, the responsibility for facilitating work on a grade level basis (e.g., facilitating grade level meetings; assisting with implementation of school- and/or district-wide efforts at the grade level).
3. Teachers shall be permitted to apply for the Leadership Team Positions through an application process established by the Superintendent and/or designee(s) (e.g., building principal). The building principal will select teachers for the Leadership Team Positions at such principal's school in accordance with the established application process. The review and selection of teachers for the Leadership Team Positions shall not be subject to the grievance procedure in the collective bargaining agreement.
4. The term for serving in a Leadership Team Position shall be for a period of three years. Teachers wishing to serve for more than one term may reapply to serve in the position for a subsequent term(s).
5. The stipends for Leadership Team Positions shall be as follows:

(No Steps)	22-23	23-24	24-25
Elementary School Leadership Team Position			
Four or five person team:	\$6,848	\$6,916	\$6,985
Three person team:	\$5,137	\$5,188	\$5,240
Two person team:	\$3,423	\$3,457	\$3,492
High School Leadership Team Position	\$4,359	\$4,403	\$4,447

Stipends shall be prorated for any partial year of service.

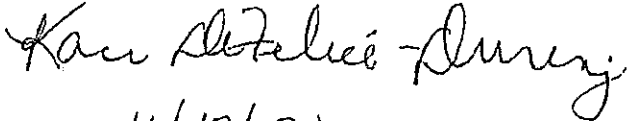
6. The parties understand and agree that this Memorandum of Agreement shall not create an expectation, precedent, or past practice with respect to the Board's payment of stipends for positions held by teachers on other teams or committees within or sponsored by the Westport Public Schools.

WESTPORT BOARD OF EDUCATION

WESTPORT EDUCATION ASSOCIATION



Date: 11/17/21



Date: 11/17/21

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TO: Representative Town Meeting (“RTM”)
FROM: RTM Education, Employee Compensation & Finance Committees
Submitted by Candace D. Banks
RE: Collective Bargaining Agreement between the Westport Board of
Education and the Westport Education Association for the term of July 1, 2022-
July 1, 2025

INTRODUCTION

On Tuesday, November 30, 2021, the RTM Education, Finance and Employee Compensation Committees (collectively “the Committees”) met via Zoom with Superintendent Thomas Scarice, Asst. Superintendent for Human Resources John Bayers, Chief Financial Officer Elio Longo (together the “Administration”), and Jessica Richman Smith counsel for the Board of Education regarding the collective bargaining agreement between the BOE and the Westport Education Association (the “WEA”) covering a three year period beginning July 1, 2022 (the “Agreement”).

ATTENDEES

The following members of the Education Committee attended: Lauren Karpf (Chair), Candace Banks, Brandi Briggs, Jack Klinge, Ellen Lautenberg, Louis Mall, and Kristin Purcell

The following members of the Employee Compensation Committee attended: Louis Mall (Chair), Peter Gold, Jimmy Izzo, Jay Keenan, and Sal Liccione.

The following members of the Finance Committee attended: Jeff Wieser (Chair), Seth Braunstein, Jessica Bram, Stephen Shackelford, and Cathy Talmadge.

Lee Goldstein, Member of the Board of Education (the “BOE”) also attended.

ACTION TAKEN

After presentations by Mr. Scarice, Mr. Bayers, Mr. Longo and Ms. Richman-Smith and robust questioning from RTM members on the various issues summarized below, the Committees voted “to not to reject the successor collective bargaining agreement between the BOE and the WEA for 2022-2025 approved by the WEA on October 14, 2021 and approved by the BOE on October 18, 2021.”

For the Education Committee, I made the motion as stated above. Jack Klinge seconded it. The motion passed 7-0-0.

For the Employee Compensation Committee, Sal Liccione made the same motion. Jimmy Izzo seconded it. The motion passed 4-0-1 with Peter Gold abstaining.

For the Finance Committee, Seth Braunstein makes the same motion. Cathy Talmadge seconded it. The motion passed 5-0-0.

SUMMARY: KEY CONTRACT TERMS AND ASSOCIATED COSTS

The key revisions to the three year Agreement can be characterized as either “Economic Issues” or “Language Issues.”

Economic Issues

During this negotiation, key revisions relating to Economic Issues include:

- (i) increases to the teachers’ salary schedules at the top steps;
- (ii) switch from the CT State Partnership Plan (“State Health Plan”) to a High Deductible Health Plan (“HDHP”) with a Health Savings Account (“HSA”);
- (iii) revisions to the percentages of the employee’ health insurance premiums and deductibles covered by the BOE;
- (iv) increases to stipend amounts for extracurricular activities, etc.; and
- (v) increases to hourly rates for tutoring for homebound students, summer school, etc.

The revisions to the salary schedule and health plan are the most consequential in terms of cost impact and are discussed in greater detail below:

Revision to Salary Schedules

For quick reference, a redline of the salary schedules for each year of the contract is annexed hereto as Exhibit A. The salaries at each of the relevant steps remain unchanged from the prior contract with the exception of a general wage increase (“GWI”) at the maximum steps of 1.75% in Year 1, 1.75% in Year 2 and 1.6% in Year 3.

Although the salary schedule each of the three years in the Agreement (apart from the increase in the maximum steps), remains unchanged from the 2019-2021 contract, the costs to the WPS increase annually due to cumulative upward step movement by teachers each year.

The GWI and annual step movement taken together in the Agreement are estimated to result in an increased teacher salary costs to the WPS of approximately an additional \$1.83 million in Year 1 (+3.41%) over 2021-2022 salaries; followed by an increase of \$1.80 million in Year 2 (+3.25%); and an increase of \$1.83 million in Year 3 (+3.2%).

In sum, over the three-year term of the Agreement, the total estimated teacher increased salary costs is **\$5,467,976** representing a **9.86%** increase (**10.19%** compounded rate) over the current fiscal year’s salaries.

Transition from the State Health Plan to the HDHP

The BOE strongly believes that exiting the teachers from the State Health Plan is essential from a risk management perspective, as it had misgivings of the long-term viability of the State Health Plan, and also is eager to regain control with respect to plan design as well as the ability to project future costs. It intends to exit all of its other bargaining units from the State Health Plan as soon as possible.

The Administration expects that out of pocket costs to most employees will either decrease or remain the same with the transition to the state plan.¹ It projects that the BOE will enjoy a net savings of approximately \$255,000 per year for a total savings of \$1.5 million over the life of the three-year contract.

Total Incremental Cost of Agreement

Totaling the estimates of additional salary and stipend amounts provided in the Agreement together with the cost savings expected from switching to the HDHP, the Administration estimates the total incremental costs of the Agreement to be **\$4,202,848**.

Language Issues

The key revisions involving Language Issues include:

- (i) technical changes to the grievance procedure;
- (ii) the creation of a sick leave bank;
- (iii) ability of administrators to assign duties to teachers who work in more than one school building;
- (iv) elimination of language that requires the BOE to negotiate over block scheduling;
- (v) expanded use of online courses that facilitate teachers' professional and salary advancement; and
- (vi) the creation of elementary and high school leadership teams similar to the teams currently in place at the middle schools. Participants on leadership teams will receive stipends.

SUMMARY: DISCUSSION

Mr. Scarice characterized the negotiations as constructive and believes that the Agreement represented a fair economic outcome for all sides. He complimented the collaboration among the

¹ The Agreement provides that upon transition to the HDHP the employee premium share will be 19% in Year 1, 19.5% in Year 2, and 19.5% in Year 3 with the remaining costs borne by the BOE. Additionally, the BOE will cover 60% of the deductible (\$2,000 for individuals and \$4,000 for families) in Year 1, 55% in Year 2 and 50% in Year 3.

representatives involved from the BOE, BOF and RTM. He also emphasized that the hiring market for teachers as very competitive as COVID may have driven educators away from the profession. He noted that the WEA representatives were very excited about the creation of leadership teams at the elementary and high school buildings.

Mr. Bayers noted that with respect to the transition to the HDHP, a condition of the Agreement is that all of the WPS bargaining units must also agree to leave the State Plan in order for teachers' exit from it to take effect. He also mentioned that the creation of a sick leave bank is a very meaningful addition for the teachers, as was the expansion of the BOE's acceptance of online courses for professional advancement.

Mr. Longo reviewed the assumptions for his projections of the cost impact of the Agreement. With respect to the revised salary schedules, although several RTM members noted that assumption that the number of teachers would remain flat (i.e., no additions to head count hires and no departures) lends itself to obvious inaccuracies in forecasting, Mr. Longo said it was standard for school districts to estimate salary costs going forward with their current workforce in their respective steps.

Many RTM members inquired about the comparable contract settlements within DIRG A, within Fairfield County, as well as elsewhere in Connecticut.

Ms. Richman Smith stated that currently, the statewide settlement average for teacher salary increase is 9.80% over the term of a three-year contract. (The Agreement provides for a 9.86% increase). In addition to Westport, two other DIRG A districts are negotiating this year, with one settling at a 10.10% increase for three years and the other settling at 9.79%. She emphasized that had these negotiations ended up in arbitration, arbitrators would look to the district's "ability to pay" as one of the deciding factors which decreases the likelihood that the Westport BOE would obtain a more favorable outcome in the arbitration process than it obtained in these negotiations.

Ms. Richman Smith also mentioned that Westport is the only district in Connecticut to negotiate an exit from the State Health Plan this year.

Respectfully Submitted,
Candace D. Banks,
Member RTM Education Committee



WESTPORT

DEPARTMENT OF PUBLIC WORKS

TOWN HALL, 110 MYRTLE AVENUE
 WESTPORT, CONNECTICUT 06880
 (203) 3411120 www.westportct.gov

BACK UP MATERIAL
 RTM ITEM # 5

October 4, 2021

Mr. James S. Marpe
 First Selectman
 Town Hall
 Westport, CT 06880

Re: Appropriation from Sewer Reserve Fund
 Sanitary Sewer Contract 72C
 Engineering Design Services for Pump Station #3 Force Main Upgrade

Dear Mr. Marpe:

This office hereby requests requesting funds for engineering services for the design for the upgrade of Pump Station 3 force main. The current force main was originally installed in 1959. This project will be the fifth force main upgrade that has been conducted to address the aging and deterioration of the Town's sewer system.

Pump Station #3 is located at 225 Riverside Avenue, within Pasacreta Park, and has a current pump discharge capacity of .75MGD. The existing forcemain is an eight inch (8") diameter asbestos-cement pipe extending from pump station #3, located within Pasacreta Park (225 Riverside Avenue) flowing southerly down Riverside Ave crossing underneath Stoney Brook and runs approximately twenty-two hundred linear feet (2200lf) to it's discharge point into a gravity manhole within the intersection of Riverside Avenue and Raymond Place. The force main was originally designed and installed in 1959. This project is one of many force main replacement projects that has been conducted over ten years to address infrastructure needs of the Westport Water Pollution Control Facility collection system.

The proposal is to design a new force main taking into account a projected flow rate from the upstream sewer shed(s) to determine both current and future pump needs and how that influences the existing force main. Funds have been allocated in the Sewer Reserve Fund for this work.

This office has solicited proposals from qualified engineering firms for the evaluation and design of the station. Proposals have been received from four firms and CLA Engineers of Norwich Connecticut was the lowest responsible bid. The cost for the project has been estimated as follows:

Design Engineering/Permitting	\$ 43,700.00
Geo-technical Assessment	\$ 10,000.00
<u>Temporary Bypass Installation</u>	<u>\$ 20,000.00</u>
Subtotal	\$ 73,700.00
<u>10% Contingency</u>	<u>\$ 7,370.00</u>
Total	\$ 81,070.00
Total Funds Requested	<u>\$ 81,000.00</u>

Page 2

October 4, 2021

Re: Appropriation from Sewer Reserve Fund
Sanitary Sewer Contract 72C
Engineering Design Services for Pump Station #3 Force Main Upgrade

This office, herein, requests an appropriation from the Sewer Reserve Fund in the amount of eighty-one thousand dollars (\$81,000.00) for the engineering services for the design for the upgrade of Pump Station #3 force main.

Respectfully,

A handwritten signature in black ink, appearing to read "Peter A. Ratkiewich". The signature is stylized with a large initial "P" and a long horizontal stroke at the end.

Peter A. Ratkiewich,
Director of Public Works

cc: Gary Conrad, finance Director

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JUSTIFICATION FOR A CAPITAL PROJECT

DEPARTMENT INFORMATION

DEPT NAME: Department of Public Works October 4, 2021

PROJECT NAME AND DESCRIPTION
 SANITARY SEWER CONTRACT 72C,
 Engineering Design Services for Pump Station #3 Force Main Upgrade

IS IT LISTED IN THE 5-YR CAPITAL FORECAST? YES NO

If no, why not? Unexpected collection system improvement / upgrade
 If yes, answer the following two questions:
 Which FY was the project first proposed?
 Which FY was the project first planned?

APPROXIMATE COST:	\$73,700.00	COST IN CAPITAL FORECAST:	
CONTINGENCY (10%):	\$7,370.00		
	\$81,070.00	← TOTAL	REQUEST → \$81,000.00

SOURCE OF FUNDS:

CAPITAL BOND <input type="checkbox"/>	GEN'L FUND <input type="checkbox"/>
CNR <input type="checkbox"/>	GRANT <input type="checkbox"/>
STATE <input type="checkbox"/>	OTHER <input checked="" type="checkbox"/>

OTHER, DESCRIBE: Sewer Reserve Fund

PAYBACK PERIOD:

PROJECTED START DATE: <u>November 2021</u>	EST. COMPLETION DATE: <u>February 2022</u>
ESTIMATED USEFUL LIFE: <u>75 years</u>	

Is this project part of a larger capital project? Yes – this will lead to Sewer Construction contract #72 The Upgrade of Pump Station #3 and associated Force Main, Original Force Main was Designed & Installed in 1959,

Has an RFP been Issued? YES NO

Have bids been received? YES NO Number of bids received: 4

Was the lowest bid the winner? YES NO If not, why? _____

Who will benefit from the project? Residents within the associated sewer-shed

[Empty rectangular box]

Is it a replacement? YES NO

If yes, describe condition of what is to be replaced: _____

Pictures attached? YES NO

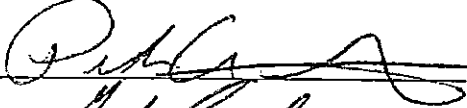
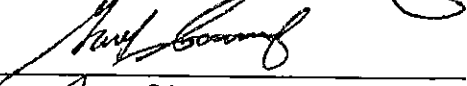
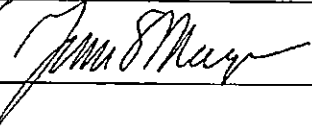
What other approvals/reviews are necessary to begin this project? RTM, BOS

FINANCE

This section to be completed by the Finance Director.

EFFECT ON TOWN FINANCES, INCLUDING DEBT SERVICE:
IF APPROVED:
IF NOT APPROVED:

REVIEW/SIGN-OFF

DEPARTMENT HEAD		DATE: 10-5-2021
FINANCE DIRECTOR		DATE: 10-8-2021
FIRST SELECTMAN		DATE: 10/12/2021

**Joint RTM Finance / Public Works Committees Meeting
November 30, 2021**

RTM Finance Committee Members Present:

Finance Committee: Jeff Wieser, Chair; Jessica Bram; Seth Braunstein; Stephen Shackelford; Cathy Talmadge

RTM Public Works Committee Members Present:

Jay Keenan, Chair; Andrew Colabella; Chris Tait; Peter Gold; Jack Klinge; Louis Mall; Cathy Talmadge; Dick Lowenstein

Other Town Officials Present: Pete Ratkiewich, Director, Public Works

RTM Finance and Health & Human Services Committees met to consider the following:

“To take such action as the meeting may determine, upon the recommendation of the Board of Finance and a request by the Director of Public Works, to approve an appropriation of \$81,000.00 along with bond and note authorization to the Sewer Reserve Fund Account for engineering design services to upgrade Pump Station #3 Force Main.”

Pete Ratkiewich presented this request.

Mr. Ratkiewich reminded us that a few months ago we appropriated funds to take the first step in the rejuvenation of this area across from the Sunoco Station on Riverside Avenue. At that point we funded a gravity pump. This is for the engineering and design of step #2 and will finance a new 10” forced main down Riverside Avenue. It will start just south of the Sunoco Station and will run to just north of Riverside Park. This is the fourth project to address the deterioration of our forced main sewer system and will correct long overdue necessary repairs. Timing of the improvements here are important due to the active development that has been and might be commenced in the area.

Costs for the project are broken down as follows:

Design & Engineering:	\$43,700
Geo Tech Assessment:	\$10,000
Temporary Bypass:	\$20,000
10% Contingency:	\$ 7,370
Total (rounded)	\$81,000

On a motion by Peter Gold and second by Andrew Colabella, Public Works voted unanimously 8-0 in favor of the request. On a motion by Jessica Bram and second by Cathy Talmadge, Finance voted unanimously 5-0 in favor of the request.

Jeff Wieser, Finance Committee Chair and Reporter



WESTPORT, CONNECTICUT

DEPARTMENT OF PUBLIC WORKS
TOWN HALL, 110 MYRTLE AVE.
WESTPORT, CONNECTICUT 06880
(203) 341 1120

BACK UP MATERIAL
RTM ITEM # 6

October 18, 2021

Mr. James S. Marpe
First Selectman
Town Hall
Westport, CT 06880

Re: Request for Appropriation along with bond and note authorization to the Municipal Improvement fund, for the Construction and Construction Engineering expenses for replacement of the Bayberry Lane Bridge over the Aspetuck River

Dear Mr. Marpe,

This office herein requests an appropriation along with bond and note authorization to the Municipal Improvement fund, in the amount of **\$2,395,000** for funding of the Construction and Construction Engineering expenses for replacement of the Bayberry Lane Bridge, (Bridge #04969), over the Aspetuck River. The work will be a complete replacement of the bridge deck and abutments.

This project is being administered in partnership with the Connecticut Department of Transportation, (ConnDOT) under their Federal Local Bridge Program. Under the program ConnDOT pays for 80% of the Construction and Construction Engineering costs, leaving 20% to be paid by the Town of Westport. The anticipated final cost to the Town using the above figure would therefore be \$479,000. In the 5-year capital forecast we carried a figure of \$500,000 for the Town Share of this project.

Attached is a summary of costs based on the Construction Engineering Estimate and the Engineer's Opinion of Probable Cost.

Respectfully,

A handwritten signature in black ink, appearing to read "Peter A. Ratkiewich", written over a horizontal line.

Peter A. Ratkiewich, P.E
Director of Public Works

cc: Gary Contad, Finance Director
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**Summary of Construction Costs for replacement of the Bayberry Lane Bridge over
Aspetuck River**

Construction costs, (See attached detailed estimate)	\$	1,903,494.95
Construction Engineering, (See attached breakdown)		\$273,600
	TOTAL \$	2,177,094.95
10% contingency	\$	217,709.50
	GRAND TOTAL \$	2,394,804.45
	SAY \$	2,395,000.00

Peter Ratkewich, P.E.
Director of Public Works

SPN: 0158-0216
 BRIDGE NO.: 04969
 Westport
 Bayberry Lane # 2 over Aspetuck River
 FEDERAL LOCAL BRIDGE PROGRAM
 CONSTRUCTION INSPECTION MAN-HOURS

CLASSIFICATIONS:	CONSTRUCTION COORDINATOR	CHIEF INSPECTOR	INSPECTOR	LAND SURVEYOR	SURVEY RODMAN	CLERICAL	TOTAL
Pre-construction Meeting	4	8	-	-	-	-	12
Review Contract Documents	12	40	-	-	-	-	52
Inspection	-	1351	-	-	-	-	1351
Technical Support	129	-	-	-	-	-	129
Project Close-out	8	176	-	-	-	-	184
Overtime	-	65	-	-	-	-	65
Field Survey	-	-	-	40	40	-	80
As-Built Plans	-	40	-	-	-	-	40
(a) TOTAL HOURS	153	1680	-	40	40	-	1913
(b) HOURLY RATE	\$ 70.56	\$ 50.47	\$ -	\$ 44.14	\$ 28.33	\$ -	-
(c) DIRECT SALARY COST = (a) x (b)	\$ 10,795.68	\$ 84,789.60	\$ -	\$ 1,765.60	\$ 1,133.00	\$ -	\$ 98,483.88

(d) INDIRECT COST = (c) TOTAL X FIELD BFO RATE	\$ 121,795.01
(e) PROFIT = 20.45% of (c) TOTAL	\$ 20,139.95
(f) DIRECT COST ITEMS	\$ 8,350.00
(g) SUBTOTAL = (c) TOTAL + (d) + (e) + (f)	\$ 248,768.85 \$ 248,700.00
(h) EXTRA WORK = 10% of (g)	\$ 24,876.88 \$ 24,900.00
MAXIMUM FEE = (g) + (h)	\$ 273,645.73 \$ 273,600.00

n= 225 Days
 X= 1286 Hours
 123.67% Field BFO Rate

Direct Cost Items	
Item	Amount
1 Mileage	\$ 1,100.00
2 Mailings	\$ 90.00
3 Reproduction	\$ 160.00
4 Material Testing	\$ 7,000.00
5	\$ -
6	\$ -
7	\$ -
8	\$ -
9	\$ -
10	\$ -
Total	\$ 8,350.00

Estimate 0158-0216 SFD

Estimated Cost:\$1,812,852.33

Contingency: 5.00%

Estimated Total: \$1,903,494.95

Replacement Of Bridge No. 04969
Bayberry Lane #2 Over Aspetuck River

Base Date: 01/20/21

Spec Year: 11

Unit System: E

Work Type: GENERAL CONSTRUCTION

Highway Type: LOCAL USE - Local

Urban/Rural Type: Urban

Season: SPRING 3/21 - 6/20

County: WESTPORT

Latitude of Midpoint: 411112

Longitude of Midpoint: 732034

District: 3

Federal Project Number:

State Project Number: 0158-0216

Prepared by M. GREER on 09/28/20

Estimate: 0158-0216 SFD

<u>Line #</u>	<u>Item Number</u>	<u>Quantity</u>	<u>Units</u>	<u>Unit Price</u>	<u>Extended Amount</u>
Group 0000: Contract Items					
0005	0201001 CLEARING AND GRUBBING	1.000	LS	\$31,644.00680	\$31,644.01
0006	0202000 Earth Excavation	580.000	c.y.	\$32.63487	\$18,928.22
0007	0202100 Rock Excavation	25.000	c.y.	\$83.98964	\$2,099.74
0008	0202216 EXCAVATION AND REUSE OF EXISTING CHANNEL BOTTOM MATERIAL ** See Special Provisions **	35.000	c.y.	\$35.00000	\$1,225.00
0009	0202217 SUPPLEMENTAL STREAMBED CHANNEL MATERIAL ** See Special Provisions **	1.000	est	\$1,500.00000	\$1,500.00
0010	0202454 SPECIAL TEST PIT - WATER MAIN ** See Special Provisions **	2.000	ea.	\$1,500.00000	\$3,000.00
0011	0520041 PREFORMED JOINT SEAL	139.000	l.f.	\$110.00000	\$15,290.00
0012	0202529 CUT BITUMINOUS CONCRETE PAVEMENT	85.000	l.f.	\$6.86249	\$583.31
0013	0203202 STRUCTURE EXCAVATION EARTH (EXCLUDING COFFERDAM AND DEWATERING)	259.000	c.y.	\$42.50214	\$11,008.05
0014	0204001 COFFERDAM AND DEWATERING	233.000	l.f.	\$175.33657	\$40,853.42
0015	0204151 HANDLING WATER ** See Special Provisions **	1.000	LS	\$30,000.00000	\$30,000.00
0016	0209001 FORMATION OF SUBGRADE	830.000	s.y.	\$6.17908	\$5,128.64
0017	0212000 Subbase	285.000	c.y.	\$65.21038	\$18,584.96
0018	0213100 Granular Fill	35.000	c.y.	\$32.33333	\$1,131.67
0019	0214100 Compacted Granular Fill	24.000	c.y.	\$70.04743	\$1,681.14
0020	0216000 Pervious Structure Backfill	150.000	c.y.	\$61.23559	\$9,185.34
0021	0219001 SEDIMENTATION CONTROL SYSTEM	800.000	l.f.	\$4.80925	\$3,847.40
0022	0305000 PROCESSED AGGREGATE	30.000	ton	\$64.31226	\$1,929.37
0023	0406170 HMA S1	170.000	ton	\$201.15246	\$34,195.92
0024	0406171 HMA S0.5	220.000	ton	\$181.71218	\$39,976.68

Line #	Item Number	Description	Quantity	Units	Unit Price	Extended Amount
		Supplemental Description				
0025	0406173	HMA S0.25	17.000	ton	\$179.13202	\$3,045.24
0026	0406236	MATERIAL FOR TACK COAT	90.000	gal	\$36.66667	\$3,300.00
0027	0406311	SAWING AND SEALING JOINTS IN BITUMINOUS CONCRETE OVERLAY ** See Special Provisions **	58.000	l.f.	\$21.66667	\$1,256.67
0028	0409001	FINE MILLING OF BITUMINOUS CONCRETE (0" TO 4")	120.000	s.y.	\$12.13133	\$1,455.76
0029	0503001	REMOVAL OF SUPERSTRUCTURE	1.000	LS	\$40,000.00000	\$40,000.00
0030	0514102	PRESTRESSED CHANNEL SECTIONS ** See Special Provisions **	104.000	l.f.	\$375.00000	\$39,000.00
0031	0514205	PRESTRESSED DECK UNITS (3'-0" X 2'-3") ** See Special Provisions **	104.000	l.f.	\$318.00000	\$33,072.00
0032	0514212	PRESTRESSED DECK UNITS (4'-0" X 2'-3") ** See Special Provisions **	207.000	l.f.	\$325.00000	\$67,275.00
0033	0520036	ASPHALTIC PLUG EXPANSION JOINT SYSTEM ** See Special Provisions **	24.000	c.f.	\$460.09305	\$11,522.28
0034	0521026	PLAIN ELASTOMERIC BEARINGS	32.000	ea.	\$175.00000	\$5,600.00
0035	0601064	ABUTMENT AND WALL CONCRETE	73.000	c.y.	\$2,033.33333	\$148,433.33
0036	0601088	CONCRETE FORM LINERS ** See Special Provisions **	151.000	s.f.	\$39.08377	\$5,901.65
0037	0601118	BRIDGE DECK CONCRETE	53.000	c.y.	\$2,283.33333	\$121,016.67
0038	0601121	PARAPET CONCRETE	96.000	l.f.	\$436.33333	\$41,888.00
0039	0601123	APPROACH SLAB CONCRETE	46.000	c.y.	\$438.00000	\$20,148.00
0040	0602030	DEFORMED STEEL BARS - GALVANIZED	32,974.000	lb.	\$3.06946	\$101,212.37
0041	0702101	FURNISHING STEEL PILES	44,226.000	lb.	\$0.80000	\$35,380.80
0042	0702111	DRIVING STEEL PILES	378.000	l.f.	\$40.00000	\$15,120.00
0043	0702120	POINT REINFORCEMENT FOR STEEL PILES	12.000	ea.	\$130.22123	\$1,562.65
0044	0702291	TEST PILE (STEEL HP 14 X 117 - 30' LONG)	2.000	ea.	\$8,000.00000	\$16,000.00
0045	0702797	DYNAMIC PILE DRIVING ANALYSIS (P.D.A.) TEST	2.000	ea.	\$6,433.33333	\$12,866.67
0046	0702929	DRILL ROCK SOCKET FOR PILE FOUNDATIONS	60.000	l.f.	\$3,000.00000	\$180,000.00

Line #	Item Number	Description	Quantity	Units	Unit Price	Extended Amount
		Supplemental Description				
0047	0703012	MODIFIED RIPRAP	70.000	c.y.	\$89.24665	\$6,247.27
0048	0707009	MEMBRANE WATERPROOFING (COLD LIQUID ELASTOMERIC) ** See Special Provisions **	269.000	s.y.	\$74.94133	\$20,159.22
0049	0708001	DAMP PROOFING	91.000	s.y.	\$17.44514	\$1,587.51
0050	0755014	GEOTEXTILE (SEPARATION - HIGH SURVIVABILITY)	190.000	s.y.	\$5.18038	\$984.27
0051	0803000	Paved Ditch	20.000	s.y.	\$78.28293	\$1,565.66
0052	0819002	PENETRATING SEALER PROTECTIVE COMPOUND ** See Special Provisions **	60.000	s.y.	\$28.04609	\$1,682.77
0055	0904051	3 TUBE CURB MOUNTED BRIDGE RAIL ** See Special Provisions **	91.000	l.f.	\$480.00000	\$43,680.00
0056	0910615	6" X 6" BOX BEAM GUIDE RAIL ** See Special Provisions **	200.000	l.f.	\$108.33000	\$21,666.00
0057	0910620	CONCRETE BARRIER TO BOX BEAM RAIL ATTACHMENT ** See Special Provisions **	4.000	ea.	\$6,200.00000	\$24,800.00
0058	0910621	6" X 6" BOX BEAM GUIDE RAIL END ASSEMBLY TYPE IIA ** See Special Provisions **	4.000	ea.	\$1,411.00000	\$5,644.00
0061	0922501	BITUMINOUS CONCRETE DRIVEWAY	85.000	s.y.	\$80.61393	\$6,852.18
0062	0939001	SWEEPING FOR DUST CONTROL	160.000	hr	\$46.78407	\$7,485.45
0063	0943001	WATER FOR DUST CONTROL	50.000	m.ga	\$9.84564	\$492.28
0064	0944000	Furnishing And Placing Topsoil	510.000	s.y.	\$13.36758	\$6,817.47
0065	0950019	TURF ESTABLISHMENT - LAWN ** See Special Provisions **	510.000	s.y.	\$2.99836	\$1,529.16
0066	0950039	EROSION CONTROL MATTING TYPE D	80.000	s.y.	\$4.75528	\$380.42
0067	0969060	CONSTRUCTION FIELD OFFICE, SMALL ** See Special Provisions **	8.000	mo.	\$2,572.96337	\$20,583.71
0068	0970006	TRAFFIC PERSON (MUNICIPAL POLICE OFFICER) (ESTIMATED COST)	1.000	est.	\$18,000.00000	\$18,000.00
0069	0970007	TRAFFIC PERSON (UNIFORMED FLAGGER)	160.000	hr	\$32.40776	\$5,185.24
0070	0971001	MAINTENANCE AND PROTECTION OF TRAFFIC ** See Special Provisions **	1.000	LS	\$63,288.01160	\$63,288.01
0071	0974001	REMOVAL OF EXISTING MASONRY	49.000	c.y.	\$114.44444	\$5,607.78
0072	0975004		1.000	LS	\$110,754.02030	\$110,754.02

<u>Line #</u>	<u>Item Number</u>	<u>Quantity</u>	<u>Units</u>	<u>Unit Price</u>	<u>Extended Amount</u>
MOBILIZATION AND PROJECT CLOSEOUT					
0073	0976002	2,050.000	day	\$0.99220	\$2,034.01
	BARRICADE WARNING LIGHTS - HIGH INTENSITY				
0074	0978002	35.000	ea.	\$65.62593	\$2,296.91
	TRAFFIC DRUM				
0075	0979003	6.000	ea.	\$120.66472	\$723.99
	CONSTRUCTION BARRICADE TYPE III				
0077	0980020	1.000	LS	\$15,822.00290	\$15,822.00
	CONSTRUCTION SURVEYING				
0078	1206013	1.000	LS	\$3,500.00000	\$3,500.00
	REMOVAL OF EXISTING SIGNING				
0079	1208931	21.000	s.f.	\$64.55063	\$1,355.56
	SIGN FACE - SHEET ALUMINUM (TYPE IX RETROREFLECTIVE SHEETING)				
0080	1210102	850.000	l.f.	\$0.68508	\$582.32
	4" YELLOW EPOXY RESIN PAVEMENT MARKINGS				
0081	1220027	303.000	s.f.	\$23.44149	\$7,102.77
	CONSTRUCTION SIGNS				
0082	1300007	60.000	c.y.	\$30.00000	\$1,800.00
	EXCAVATION AND DISPOSAL OF UNSUITABLE MATERIAL (WATER MAIN) ** See Special Provisions **				
0083	1300015	10.000	c.y.	\$275.00000	\$2,750.00
	ROCK-IN-TRENCH EXCAVATION 0'-10' DEEP (WATER MAIN) ** See Special Provisions **				
0084	1300151	30.000	c.y.	\$75.00000	\$2,250.00
	ADDITIONAL BACKFILL MATERIAL (WATER MAIN) ** See Special Provisions **				
0085	1301654	1.000	LS	\$25,000.00000	\$25,000.00
	12" DUCTILE IRON PIPE INSTALLED ON BRIDGE (WATER MAIN) ** See Special Provisions **				
0086	1301805	120.000	l.f.	\$125.00000	\$15,000.00
	INSTALL 12" WATER MAIN AND APPURTENANCES ** See Special Provisions **				
0087	1301861	1.000	LS	\$35,000.00000	\$35,000.00
	FURNISH DUCTILE IRON PIPE, VALVES AND MISCELLANEOUS FITTINGS (WATER MAIN) ** See Special Provisions **				
0088	1301900	2.000	ea.	\$1,600.00000	\$3,200.00
	HYDROSTATIC PRESSURE TEST ** See Special Provisions **				
0089	1301904	1.000	LS	\$30,000.00000	\$30,000.00
	TEMPORARY BY-PASS ** See Special Provisions **				
0090	1302051	8.000	ea.	\$280.00000	\$2,240.00
	RESET VALVE BOX (WATER MAIN) ** See Special Provisions **				
0091	1302124	2.000	ea.	\$5,000.00000	\$10,000.00
	12" INSERTION VALVE (WATER MAIN) ** See Special Provisions **				
0092	1302139	2.000	ea.	\$2,500.00000	\$5,000.00
	CUT AND CAP (WATER MAIN) ** See Special Provisions **				
0093	1302217	2.000	ea.	\$5,000.00000	\$10,000.00
	12" X 12" TAPPING SLEEVE + VALVE ** See Special Provisions **				
0094	1302901	5.000	ea.	\$2,200.00000	\$11,000.00
	AIR RELIEF VALVE (WATER MAIN) ** See Special Provisions **				

Estimate: 0158-0216 SFD

<u>Line #</u>	<u>Item Number</u>	<u>Quantity</u>	<u>Units</u>	<u>Unit Price</u>	<u>Extended Amount</u>
0095	1304059	50.000	s.y.	\$150.00000	\$7,500.00
	PERMANENT PAVEMENT REPLACEMENT (WATER MAIN)				
	** See Special Provisions **				
0096	1304060	120.000	s.y.	\$75.00000	\$9,000.00
	TEMPORARY PAVEMENT REPAIRS (WATER MAIN)				
	** See Special Provisions **				
0097	1304111	15.000	c.y.	\$523.49611	\$7,852.44
	CLASS "C" CONCRETE (WATER MAIN)				
	** See Special Provisions **				
0098	1504010	1.000	LS	\$50,000.00000	\$50,000.00
	TEMPORARY SUPPORT OF UTILITIES				
	** See Special Provisions **				

Total for Group 0000:\$1,812,852.33

JUSTIFICATION FOR A CAPITAL PROJECT

DEPARTMENT INFORMATION

DEPT NAME: Department of Public Works Date: 10/18/2021

PROJECT NAME AND DESCRIPTION
Construction and Construction Inspection of the Bayberry Lane Bridge over the Aspetuck River

IS IT LISTED IN THE 5-YR CAPITAL FORECAST? YES NO
If no, why not?
If yes, answer the following two questions:
Which FY was the project first proposed? 2017
Which FY was the project first planned? 2000

APPROXIMATE COST: \$2,177,094.95 COST IN CAPITAL FORECAST: \$2,700,000
CONTINGENCY (10%): \$ 217,709.50
\$2,394,804.45 <-TOTAL REQUEST-> \$2,395,000

SOURCE OF FUNDS:

Table with 2 columns: CAPITAL BOND, GEN'L FUND, CNR, GRANT, STATE, OTHER. Includes checkboxes for each category.

OTHER, DESCRIBE: Federal Local Bridge funding will reimburse 80% of the cost of this project

PAYBACK PERIOD: N/A

PROJECTED START DATE: April 1 2022 EST. COMPLETION DATE: Dec. 1, 2022
ESTIMATED USEFUL LIFE: 75 years

Is this project part of a larger capital project? No

Has an RFP been issued? YES NO This project will be bid shortly with the intent that the bids come in just before the RTM meeting
Have bids been received? YES NO Number of bids received: Bids to come in Late December
Was the lowest bid the winner? YES NO If not, why? Bids to come in Late December

Who will benefit from the project? All residents of Westport who traverse Bayberry Lane

[Empty box]

Is it a replacement? YES NO

If yes, describe condition of what is to be replaced: The existing bridge is down to one lane due to severe deterioration of the outer bridge beams

Pictures attached? YES NO

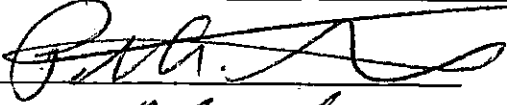
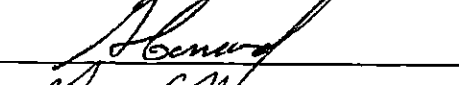
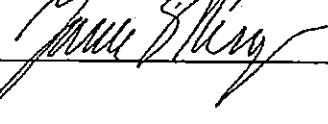
What other approvals/reviews are necessary to begin this project?
RTM, BOS, ConnDOT

FINANCE

This section to be completed by the Finance Director.

EFFECT ON TOWN FINANCES, INCLUDING DEBT SERVICE:
IF APPROVED:
IF NOT APPROVED:

REVIEW/SIGN-OFF

DEPARTMENT HEAD		DATE: 10-10-2021
FINANCE DIRECTOR		DATE: 10/20/2021
FIRST SELECTMAN		DATE: 10/18/2021

TO: Representative Town Meeting
FROM: RTM Finance, Public Works, and Transit Committees
SUBJECT: Recommendation on Appropriation Request for \$150,000 for Bus Shelters

The committees met via zoom on Nov.30, 2021 to hear a presentation by Public Works Director Peter Ratkiewich, summarized in the attachment, to construct four bus shelters on Post Road West and East, using ARPA funds, to serve the Coastal Link
In the ensuing discussion, the following points were made:

- The funds would be spent under the “equity” umbrella of ARPA
- The Town will maintain the new shelters. Security, as needed, would also be provided by the town, which would cover, if required, the shelters under its liability policies
- Of the two existing shelters that are NOT on the Coastal Link route, the Bulkley Ave South shelter will likely be demolished as it no longer serves any bus route. The Kings Highway shelter will be kept for now.

On motions to recommend that the RTM approve this appropriation request of \$150,000, the three committees voted, as follows:

- For Transit, on a motion by Sal Liccione, seconded by Candace Banks: Yes: 2; No: 1; Abstain: 1
For: Liccione, Banks
No: Lowenstein
Abstain: Gold
- For Finance, on a motion by Stephen Shackelford, seconded by Cathy Talmadge: Yes: 5; none against
For: Wieser, Braunstein, Bram, Talmadge, Shackelford
- For Public Works, on a motion by Jack Klinge, seconded by Cathy Talmadge: Yes: 6; No: 1, Abstain: 1
For: Keenan, Tait, Mall, Klinge, Colabella, Talmadge
No: Lowenstein
Abstain: Gold

Respectfully submitted,
Richard Lowenstein, Chair
Transit Committee

Bus Shelter Proposal:

Four shelters at the following locations:

1076 Post Road East

1141 Post Road East

188 Post Road West, (in State Right of way)

176 Post Road West

Each shelter will include:

Concrete Pad – \$12,000

Bus shelter structure - \$8,000

Solar panels and schedule board - \$3,000

miscellaneous amenities, plantings, etc. \$2,500

State Right of Way permits and installation. \$12,000

Total Estimate - \$37,500

4 Shelters - \$150,000

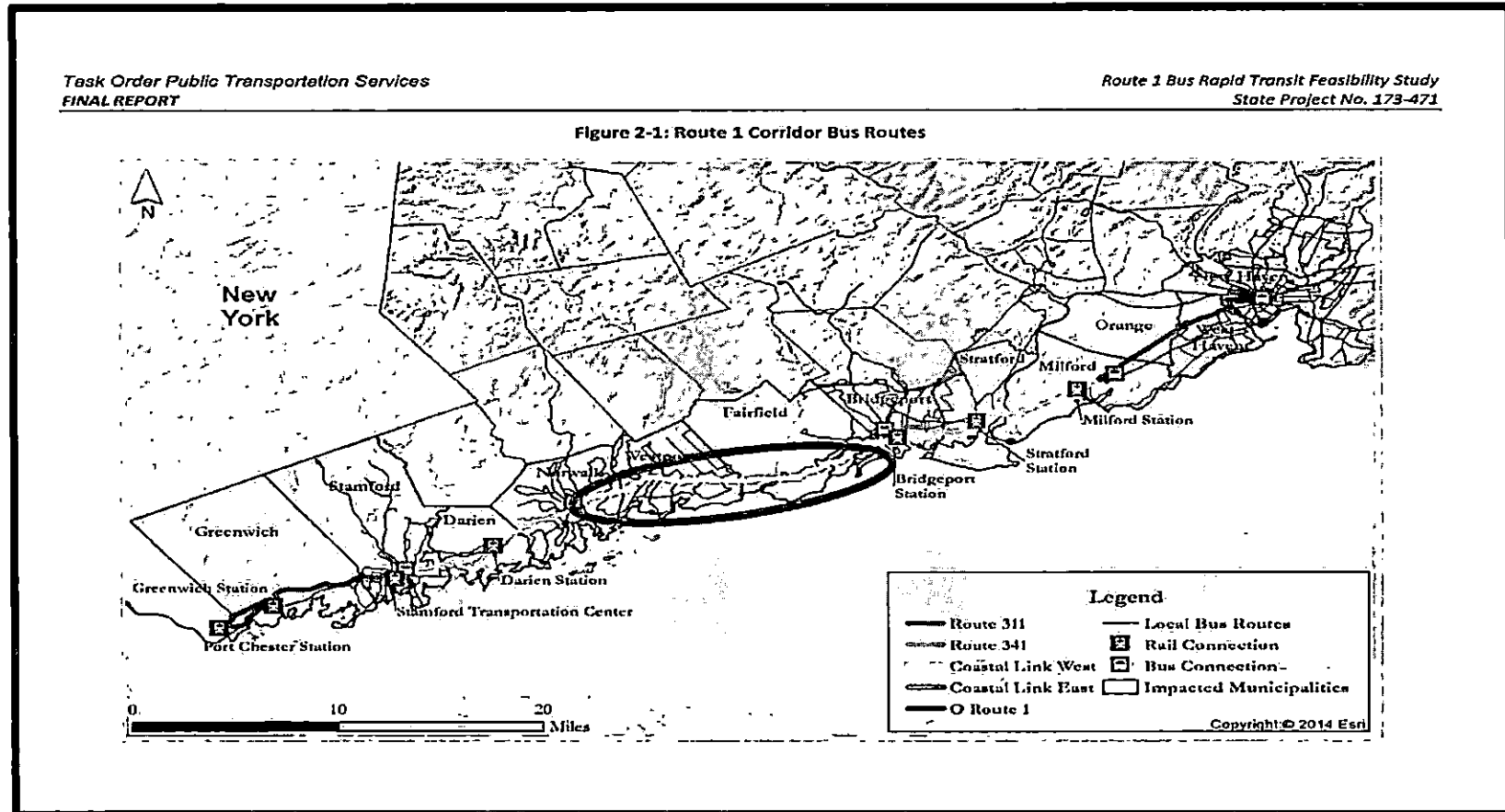
Enhancing Westport's Facilities for the Coastal Link Bus Service



ARPA Meeting - The Westport Bus Facilities Working Group
September 22, 2021

Route 1 Corridor Bus Routes (the Coastal Link):

- Five bus lines - connecting 50 miles of Connecticut's coast along the Post Road
- The Coastal Link service through Westport (in yellow below) is shared by three operators: Norwalk Transit, Greater Bridgeport Transit & Milford Transit



**Broad Based Support for improving this valuable service-
Improving service is a repeated topic in multiple state, regional &
local transportation/planning-related studies, including:**

- Route 1 Bus Rapid Transit Feasibility Study
- Coastal Corridor Bus Study
- Westport Bus Operations and Needs Study
- Westport Main to Train Study
- South Western Region Long Range Transportation Plan
- Downtown Westport Master Plan
- 2017 Westport Town Plan of Conservation & Development
- Westport Bike & Pedestrian Study
- Westport Transit District - Survey 2016
- Route 1 Corridor Study
- 2020-2030 Western Connecticut Regional Plan of Conservation & Development
- Norwalk Transportation Management Plan
- Greater Bridge Transit Long Range Transit Plan


New Electric Buses - Greater Bridgeport Transit



A recognized need for improvements in Westport.....



• Dan Woog on January 25th, 2021 12:04 pm



Thanks, Eliza, for this important story. They say “the wheels of change turn slowly.” Well, these wheels need to move quite a bit faster!

Opinions

Westport’s lack of bus shelters remains inexcusable

Eliza Barr , Photography Director
JANUARY 24, 2021



Driving down Post Road, I spot a woman clutching to her jacket, knee-deep in the dirty, brown snow, standing a few feet from the cars whizzing past her. I only see her for a split second, but as I look in my rearview mirror, I see her stepping into the road and boarding the town bus that has slowed to a stop in front of her. Unsettled, I turn my eyes back to the road and turn the heat in my car up a little higher.

But over the next few weeks, I noticed the same sight more often. Everywhere I looked, I saw more people

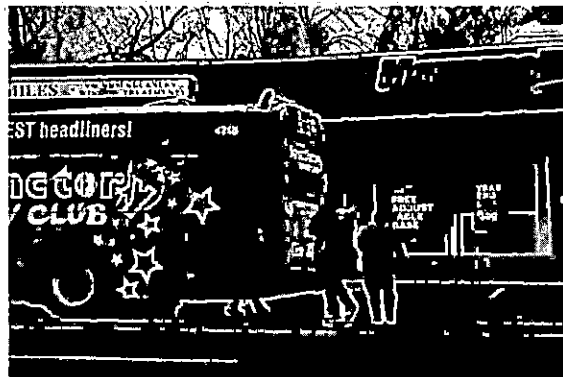


Photo by Eliza Barr '21

With the lack of bus shelters, commuters like the ones pictured, come dangerously close into Post Road. As Westport operates under a “flag system,” many stops are entirely unmarked.



Current status:

Catching a bus in Westport





Across from FreshMarket

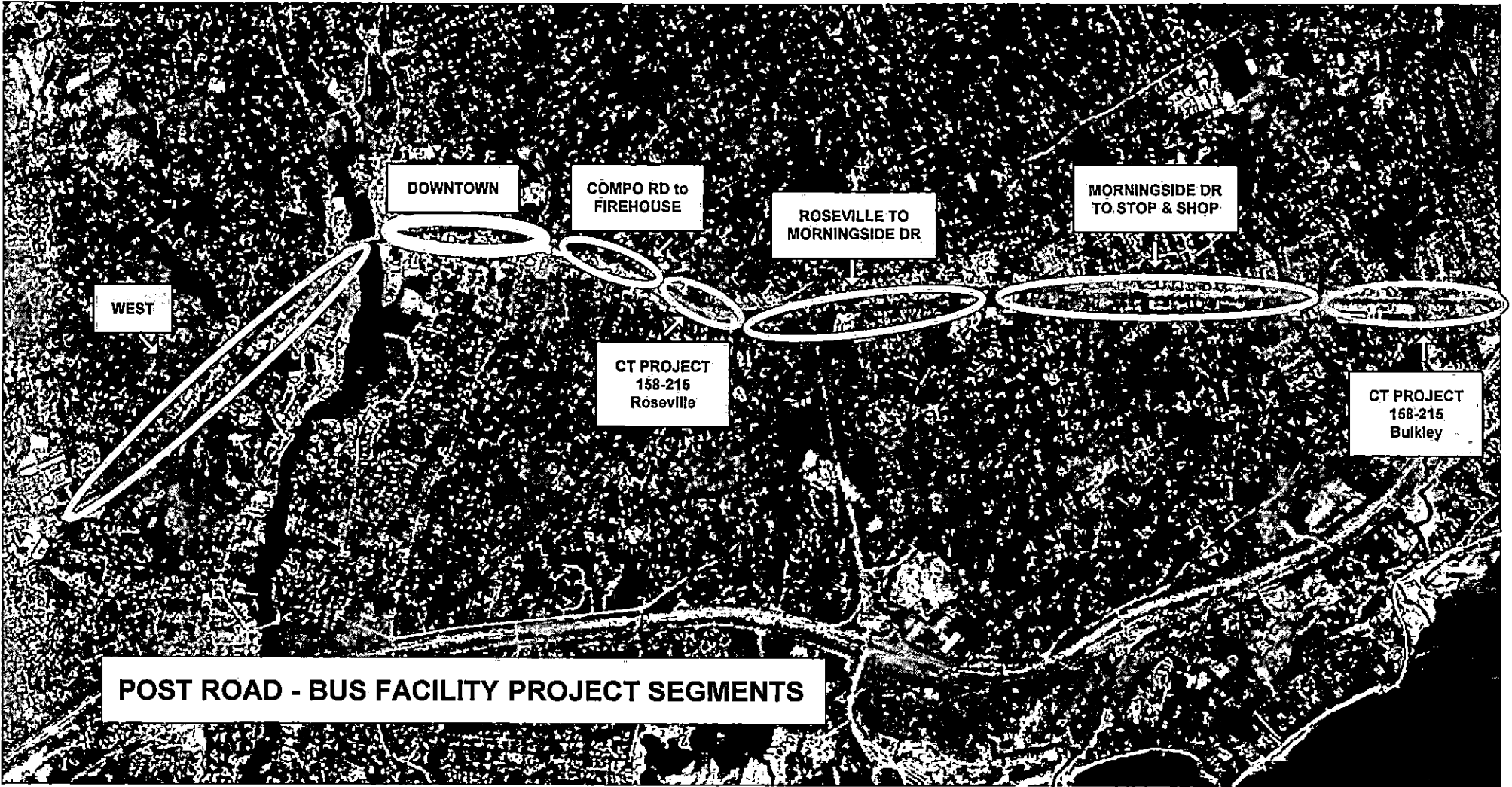


Near Whole Foods

● **Where?**

According to Norwalk Transit, but shelters should be:

- Approximately $\frac{1}{4}$ mile apart
- Preferably near traffic lights
- Preferably located just past the traffic light



WEST

DOWNTOWN

COMPO RD to
FIREHOUSE

ROSEVILLE TO
MORNINGSIDE DR

MORNINGSIDE DR
TO STOP & SHOP

CT PROJECT
158-215
Roseville

CT PROJECT
158-215
Bulkley

POST ROAD - BUS FACILITY PROJECT SEGMENTS

ARPA FUNDING REQUEST

September 22, 2021:

- **Four bus shelters & associated sidewalks/facilities**
- **Estimated cost: \$150,000**

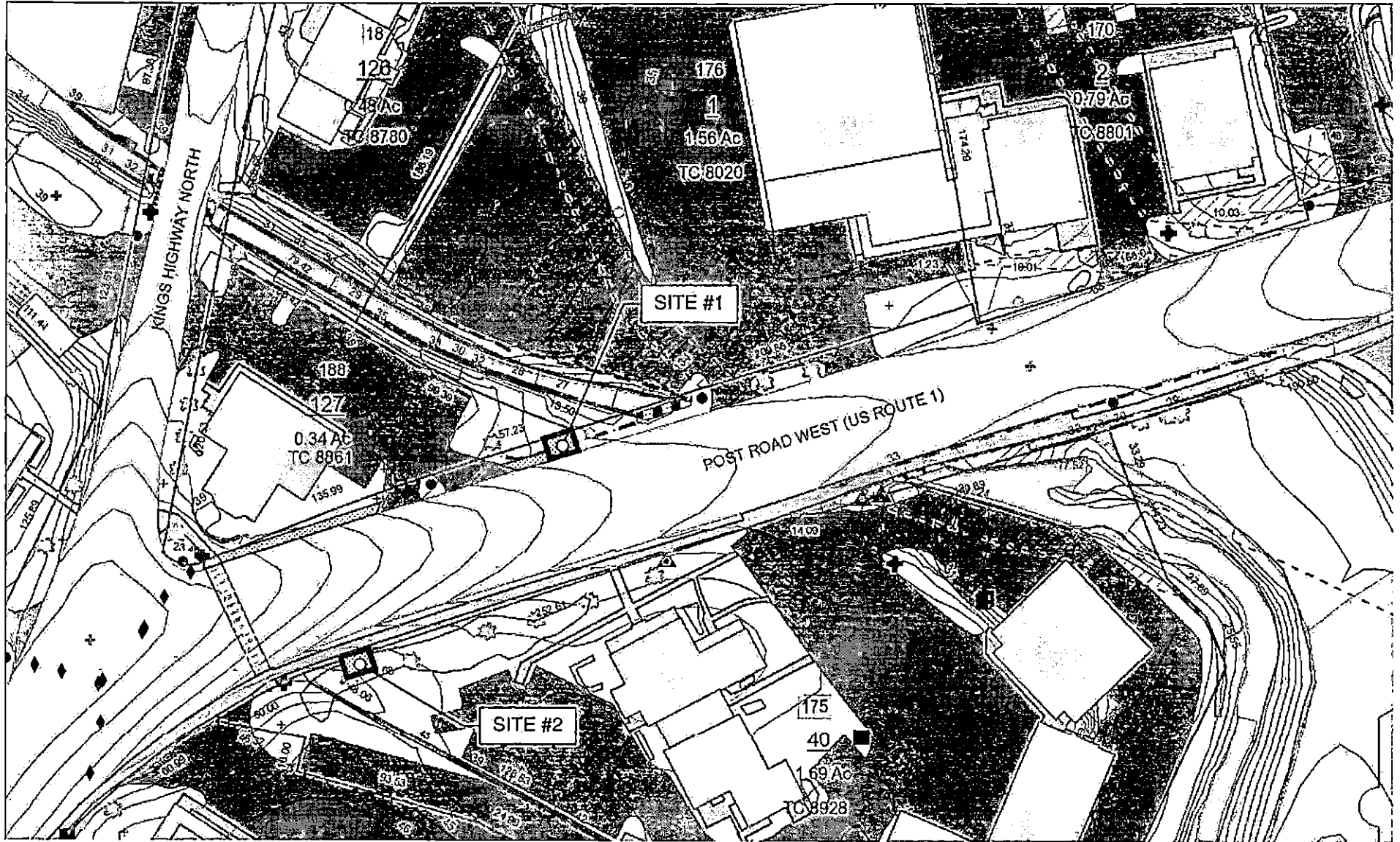
Kings Hwy N & Post Road West

Shelter Site 1: State ROW between Dragone Auto and Tempurpedic

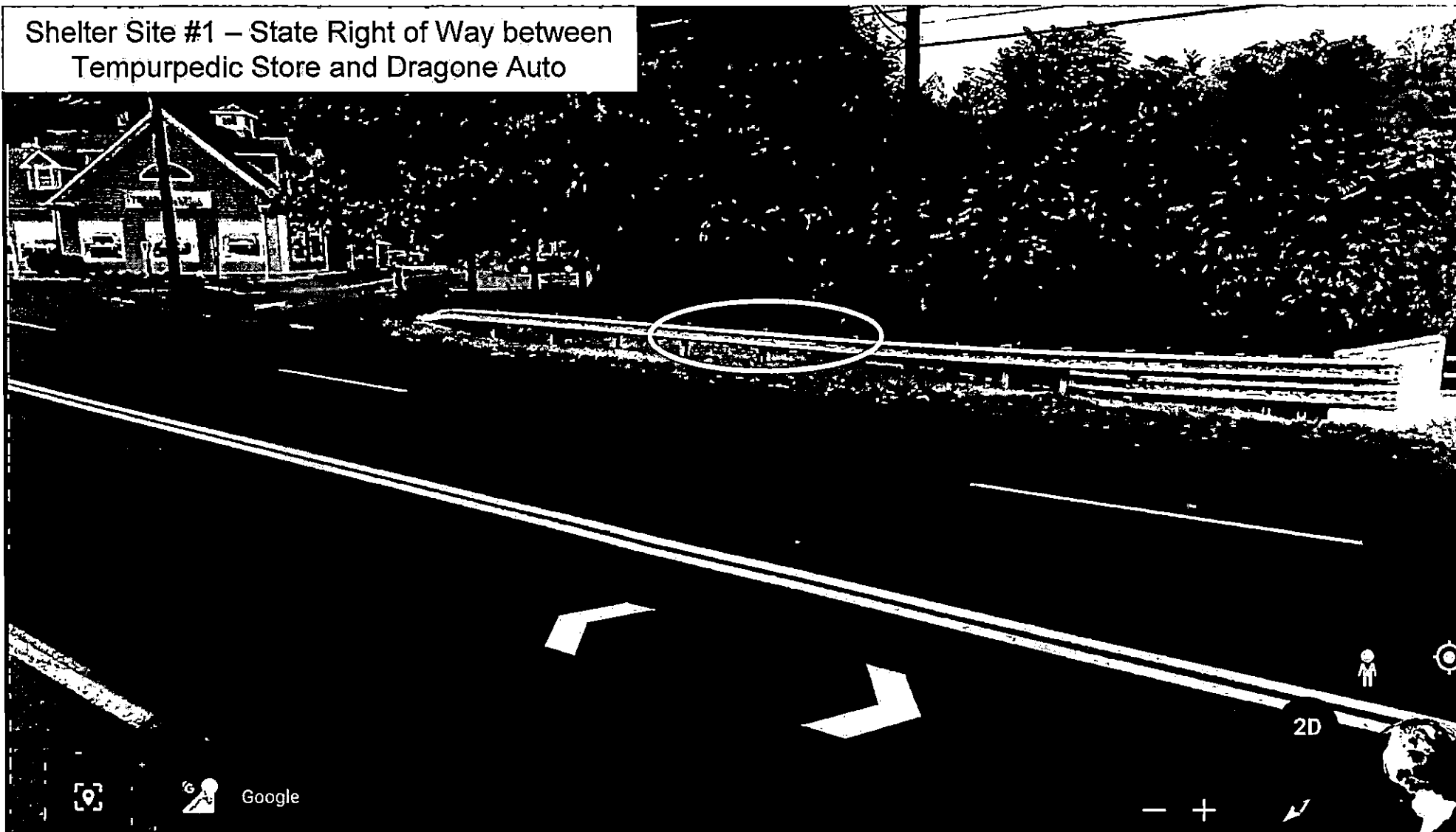
Shelter Site 2: Nashs Plaza - 175 Post Road West

Shelter Site 1:

**State ROW between Dragone Classic Motorcars Property and
Tempurpedic Mattress Store**

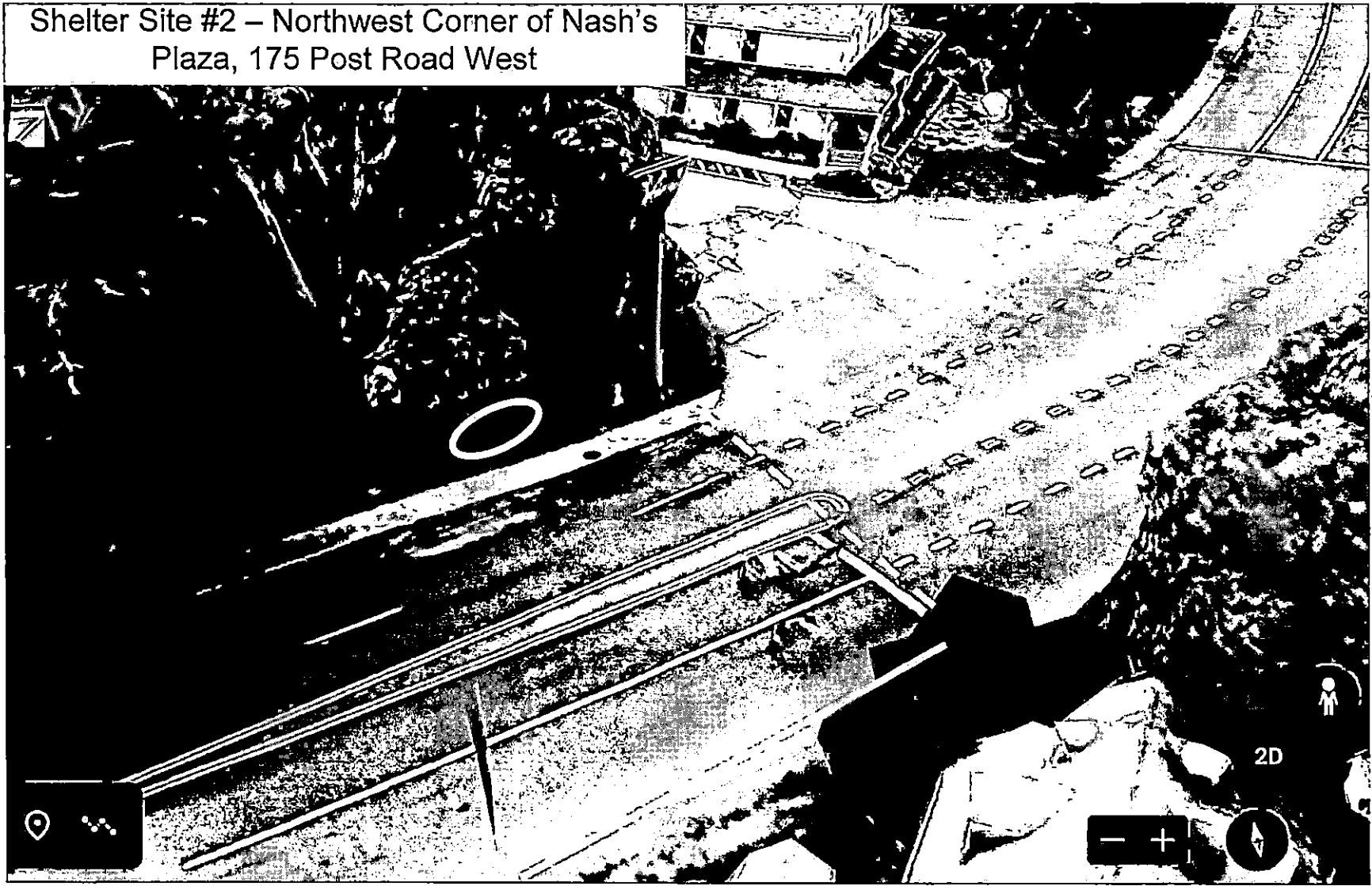


Shelter Site #1 – State Right of Way between
Tempurpedic Store and Dragone Auto

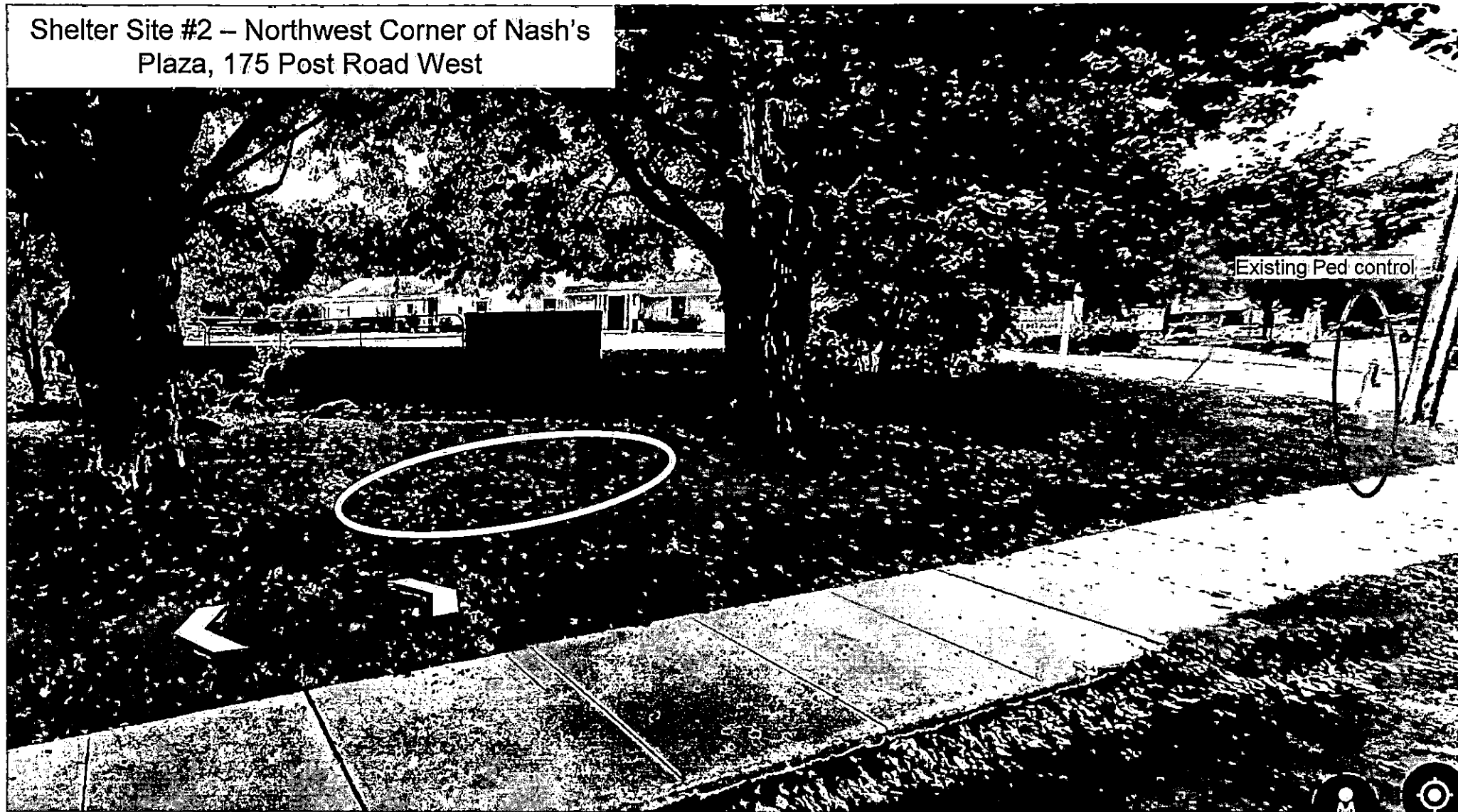


Shelter Site 2: Nashs Plaza - 75 Post Road West

Shelter Site #2 – Northwest Corner of Nash's Plaza, 175 Post Road West



Shelter Site #2 – Northwest Corner of Nash's Plaza, 175 Post Road West



Morningside Dr & Post Road East

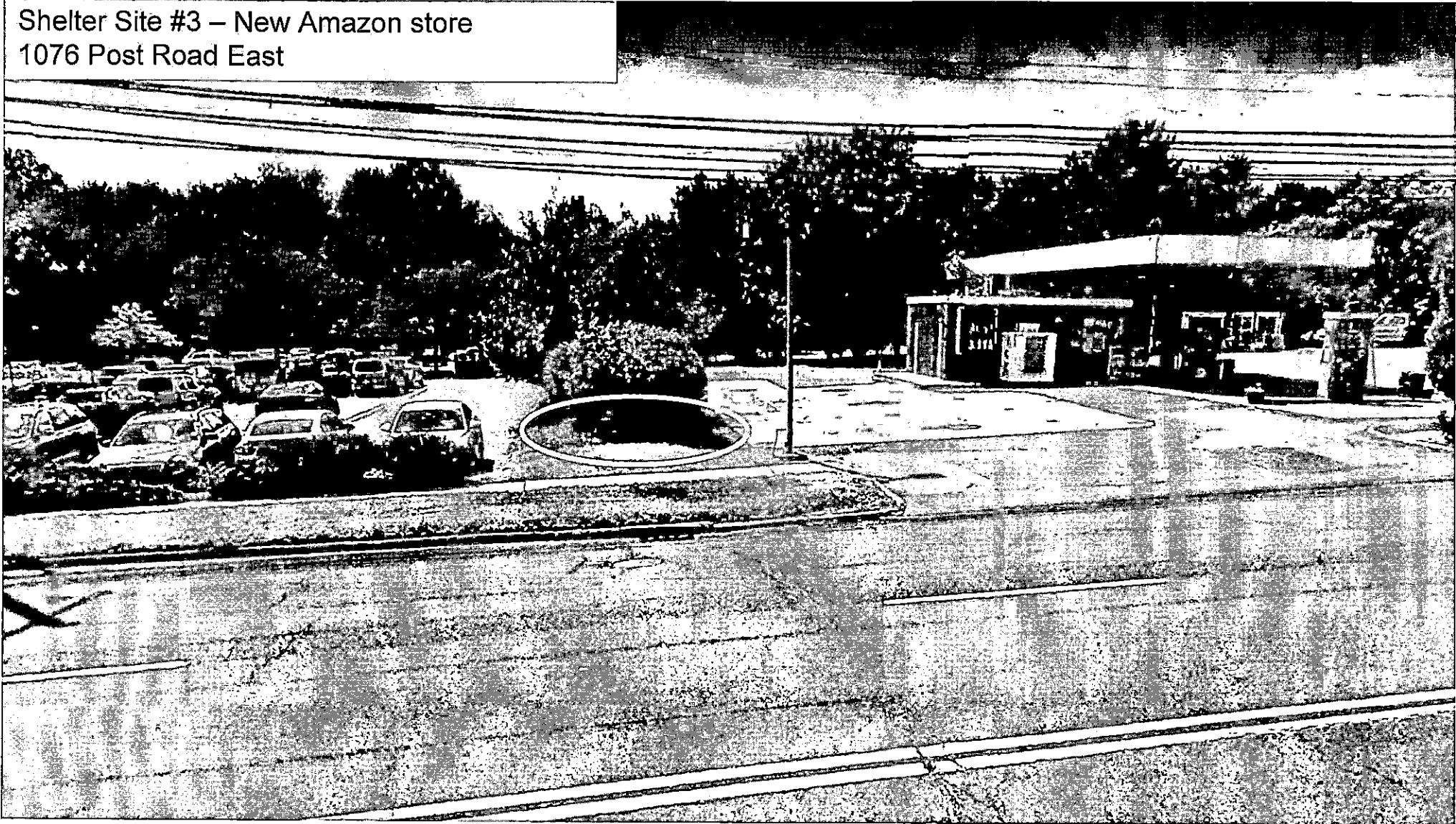
Shelter Site 3: Amazon (former B&N)

Shelter Site 4: Assisted Living LBC



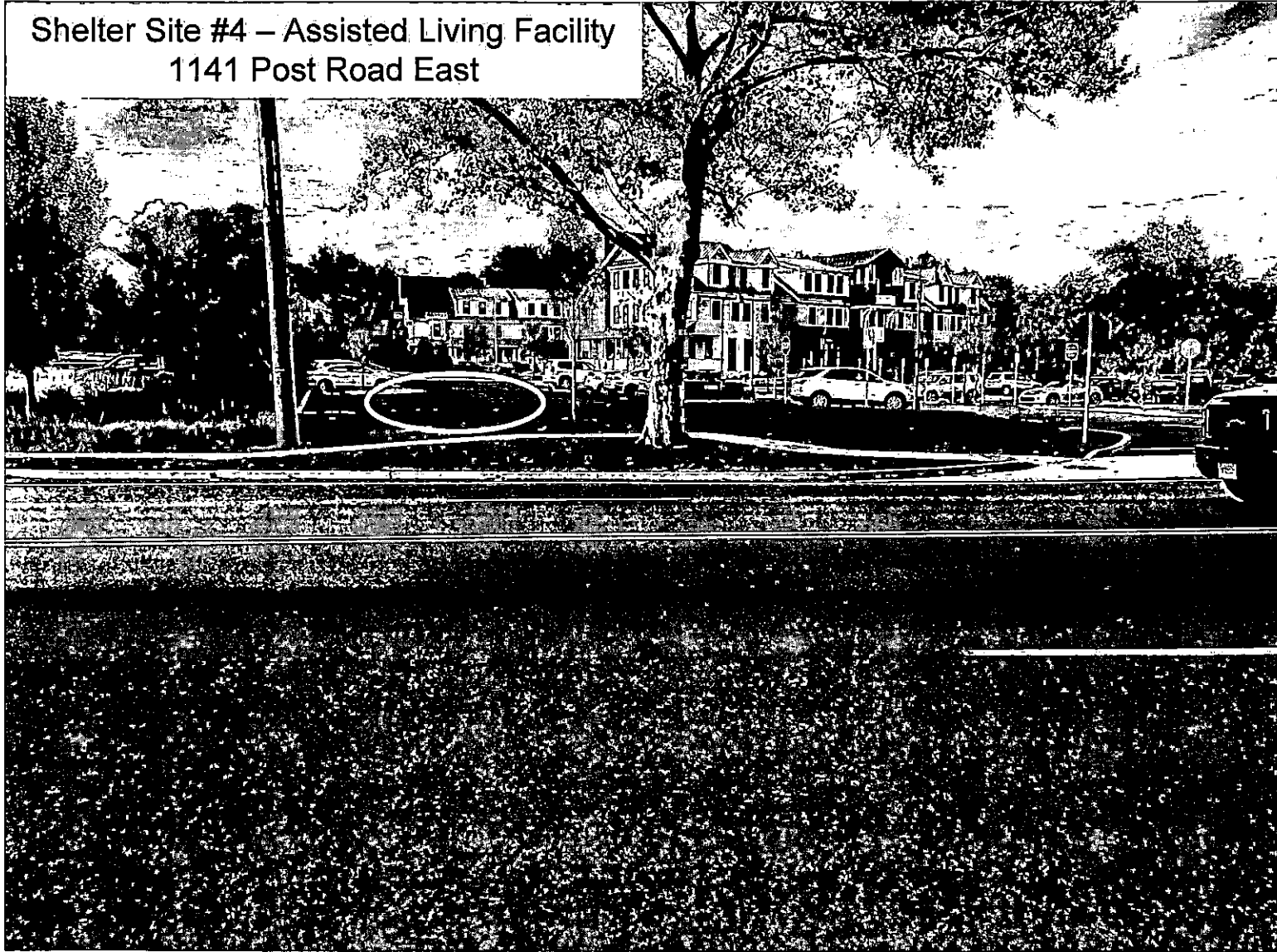
Shelter Site 3: Amazon (Former B&N)

Shelter Site #3 – New Amazon store
1076 Post Road East



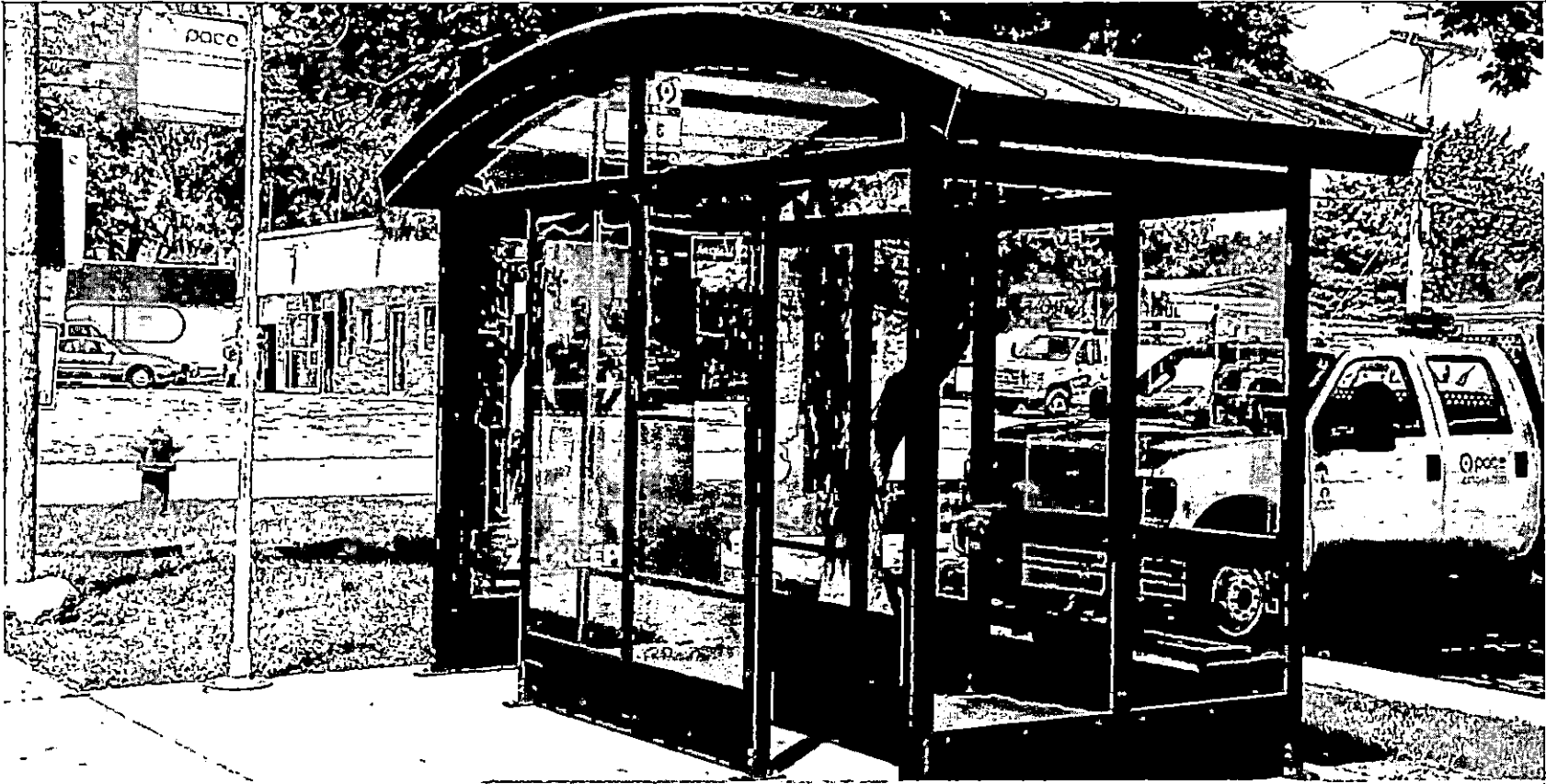
Shelter Site 4: Assisted Living LBC

Shelter Site #4 – Assisted Living Facility
1141 Post Road East





CTDOT/US FHA – Approved Shelter



Reverse Barrel Vault

<https://www.duo-gard.com/product/smoking-shelter-l-reverse-barrel-vault/>

**RTM Finance & Public Works Committee Meeting
November 30th, 2021**

RTM Finance Committee Members Present: Jeff Wieser (Chair), Seth Braunstein, Cathy Talmadge, Jessica Bram and Stephen Shackelford

RTM Public Works Committee Members Present: Jay Keenan (Chair), Andrew Colabella, Peter Gold, Jack Klinge, Richard Lowenstein, Lou Mall, Cathy Talmadge and Chris Tait

Other Town Officials Present: Director of Public Works Peter Ratkiewich

The RTM Finance and Public Works Committees met to consider the following:

An Appropriation by the Public Works Department for Tree Trimming, in the amount of \$100,000.

Public Works Director Peter Ratkiewich explained that this request is being made as a use of the available American Rescue Plan Act (ARPA) funds that the town received as a result of Covid. This expenditure falls under the category of "resiliency." The town recognizes that we haven't done enough tree work and that there are certain problem areas that need to be addressed. Improving our town's resiliency makes sense and additional tree trimming will help to alleviate the issues we've had in past storms where Eversource's progress in restoring power that had been hampered by downed trees or fallen branches that trimming can improve to reduce electrical outages in the future.

Director Ratkiewich explained that his department presented 3 different scenarios to the Board of Finance that included spending \$100k to \$300K in three phases. The BOF recommended only \$100K to cover the first phase.

All of the tree work will be done by outside contractors.

We learned that the town's Tree Warden submitted the locations to be addressed and that the Tree Warden will approve any tree that needs to come down. All of the tree work will be done in the town right of way. The work will consist of both the removal of large leaders and the downing of individual trees where deemed necessary. The ultimate goal is to remove tree risks to power lines. Most of the trees to be addressed are already dead or dying.

Other topics covered in the meeting included recognition of the fact that the town's tree maintenance budget has been increased from \$225k to \$285K at the unilateral suggestion of the BOF.

It was also clarified that this appropriation will only cover tree work in the town right of way on town roads and will not cover tree work for parks, schools or any state roads.

Discussion also touched on the status of the current tree warden and his decision to transition out of the role and the steps that are being taken to appoint a successor. The existing Tree Warden, Bruce Lindsay, is set to formally resign as on January 1, 2022 at which point the deputy will assume the role for an initial 6 month contract.

For Finance - Jessica Bram motioned and was seconded by Seth Braunstein and the vote was 4 - 0 - 1 (Shackleford abstained).

For Public Works, Peter Gold motioned and was seconded by Andrew Colabella and the vote was 6 - 2 (Richard Lowenstein and Lou Mall opposed).

Tree Maintenance \$100,000 to \$300,000 Budget			
<u>Road</u>	<u>Approximate Mileage</u>	<u>Start</u>	<u>Stop</u>
Tree Maintenance \$100,000 Budget			
Beachside AVE	1	Sasco Creek	RR Bridge
Sylvan RD	0.7	Cobble Hill RD	Post RD
Cross HWY	4.7	Main ST	Sturges HWY
Total	6.4	\$15,00/Mile	\$96,000.00
Tree Maintenance \$200,000 Budget			
North Ave	1.1	Coley Town	Hazelnut RD
Old Hill	1.2	Partrick RD	Kings HWY
Newtown TPK	1.9	Town line	Town line
Lyons Plains RD	0.4	Town Line	Tuck Lane
Bayberry Lane	1.4	Easton RD	Cross HWY
Bayberry Lane EXT	0.4	Town Line	Easton Road
Total	6.4	\$15,00/Mile	\$96,000.00
Tree Maintenance \$300,000 Budget			
North AVE	1.9	Hazelnut RD	Long Lots
Greens Farm RD	3.4	Hillspoint RD	FF Town Line
Coleytown	0.9	Lyons Plain	Easton Road
Total	6.2	\$15,00/Mile	\$93,000.00