

CONTRACT

BETWEEN

**WESTON BOARD OF EDUCATION
AND**

WESTON ADMINISTRATORS' ASSOCIATION

July 1, 2008 - June 30, 2011

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ARTICLE I
RECOGNITION

The Board (hereinafter referred to as the “Board”) hereby recognizes the Weston Administrators’ Association (hereinafter referred to as the “Association”) as the sole and exclusive bargaining representative as provided in the Connecticut General Statutes for all certified professional employees employed by the Board in positions requiring an intermediate administrator or supervisor certificate and whose administrative or supervisory duties shall equal at least 50% of the assigned time of such employee, who are not otherwise excluded from the purview of §§ 10-153a to 10-153g, inclusive. On the effective date of this agreement, the bargaining unit shall be composed of the high school, middle school and elementary school principals, the director of pupil services, the high school assistant principal, the middle school assistant principal, the elementary school assistant principal and the athletic director (hereinafter referred to as “administrators”).

ARTICLE II
MANAGEMENT RIGHTS

The Board shall exercise the responsibilities, obligations and prerogatives necessary for the proper operation and management of the Weston school system as provided by law. Any action taken by the Board pursuant to this article shall not be subject to the grievance procedure set forth in this agreement, unless such action is taken in a manner which is inconsistent with the specific terms and provisions of this Agreement.

ARTICLE III
PROMOTION AND TRANSFER

- A. Promotion. Vacancies in the bargaining unit positions which the Board decides to fill shall be posted in each school as promptly as possible for a minimum of ten (10) working days.

- B. Transfer
 - 1. Prior to the execution of any involuntary transfer, the Superintendent will discuss the proposed transfer with the administrator affected, and such administrator shall have the opportunity to state his or her objections, if any, to the proposed transfer. An involuntary transfer to a teaching position shall be limited to the reasons set forth in Conn. Gen. Stat. § 10-151(b).

 - 2. An administrator may request consideration for a transfer at any time. Changes of assignment will normally take place before the beginning of a school year or semester.

- C. The administrator occupying the position of Athletic Director shall not be subject to the terms of this Article or acquire rights hereunder.

ARTICLE IV
EVALUATION AND DISCIPLINE

No evaluation, denial of increment, or disciplinary or adverse action shall be arbitrary or capricious. The procedure set forth in § 10-151 of the Connecticut General Statutes shall be the exclusive procedure for matters involving employee termination or non-renewal.

ARTICLE V
REDUCTION IN FORCE

- A. It is understood that it is within the discretion of the Board of Education to reduce the educational program, curriculum, or staff.
- B. If after exploring other reasonably possible alternatives, and acting in conformity with all relevant state and federal law, the Board determines that it is necessary to reduce the total number of its certified professional employees who are members of the bargaining unit, then to any person who loses his or her position by reason of such reduction, the Board shall:
 - 1. Give first consideration for employment in any administrative or supervisory bargaining unit position that may be available and for which the person is certified and qualified and, if no such position is available or such person is not selected then,
 - 2. Determine the placement on the appropriate step and lane of the teacher salary schedule for a teaching position, if available, for which the administrator is certified and qualified in accordance with the reduction in force procedure governing the employment of teachers.
- C. Any administrator who has been displaced from an administrative position shall be placed on a reappointment list to receive first consideration for an administrative vacancy for which he/she is certified and qualified. The administrator's name shall remain on such reappointment list until reappointment to an administrative position or for a period of two years from the date of displacement, whichever shall occur first. If an administrator on the reappointment list refuses an appointment to an administrative position for which he or she is eligible, such administrator shall be immediately removed from the reappointment list. A notice of recall shall be sent to the last address filed by the administrator with the Board of Education. An administrator shall respond to such notice within ten (10) days of its mailing and shall report to work on the date established by the Board of Education.

- D. An administrator who is employed in the teachers' bargaining unit as a result of a reduction in force shall receive fifty (50%) percent of the difference between his/her annual salary at the time of the reduction in force and his/her salary as a teacher for the period of one year. The salary differential paid under this section shall be distributed over the course of the employee's work year as a teacher.
- E. If an administrative position is eliminated and no other position for which the incumbent is certified and qualified is offered to the incumbent employee by the Board, the employee will be entitled to "out-placement" services selected and paid for by the Board up to a maximum of \$3,000.
- F. Nothing herein shall require the promotion or assignment of an administrator to a position of higher rank, authority, work time or salary, even though the administrator whose contract is terminated or who is to be recalled is qualified and/or certified for the promotion or assignment
- G. The administrator occupying the position of Athletic Director shall not be subject to the terms of this Article or acquire rights hereunder but shall, if his or her position is eliminated, be entitled to seek placement in the teachers' bargaining unit under the terms of Section B(2) of this article.

ARTICLE VI
PERSONNEL FILES

No material derogatory to an administrator's conduct or character will be placed in his/her personnel file unless he/she has had an opportunity to review the material. The administrator will acknowledge that he/she has had an opportunity to review such material by affixing his/her signature to the copy to be filed, with the express understanding that such signature in no way indicates agreement with the content thereof. The administrator will also have the right to submit a written answer to such material, and his/her answer will be reviewed by the Superintendent and inserted in the file.

ARTICLE VII
SALARIES

- A. The salaries of bargaining unit members are set forth in Appendix A attached to this agreement.
- B. For an administrator hired to commence work before July 1, 2000, the Board shall establish the salary of a newly hired administrator, provided, however, that such administrator shall be placed in a salary range between a minimum salary equal to eighty-five (85%) percent of the maximum salary set forth in Appendix A for his/her position and such maximum salary. Such administrator shall attain the maximum salary for his/her position by advancing on July 1 of each year in five (5) equal increments to

the maximum, adjusted thereafter by any general salary increase negotiated by the Board and the Association.

- C. For an administrator hired to commence work on or after July 1, 2000, the Board shall establish the salary of a newly hired administrator, provided, however, that such administrator shall be placed in a salary range between a minimum salary equal to ninety (90%) percent of the maximum salary set forth in Appendix A for his/her position and such maximum salary. Such administrator shall attain the maximum salary for his/her position by advancing on July 1 of each year in three (3) equal increments to the maximum, adjusted thereafter by any general salary increase negotiated by the Board and the Association.
- D. A step increment for an administrator may be withheld upon the recommendation of the responsible supervisor. Should such an increment be withheld for professional deficiencies, it will be incumbent upon the administrator whose increase was withheld to incorporate into his/her subsequent performance objectives (or the equivalent), specific objectives aimed at eliminating the evaluation deficiencies. When an administrator's performance is evaluated satisfactory, he/she will be eligible for any subsequent increment.

Notwithstanding the foregoing, no administrator shall have any step increase, or portion thereof, withheld unless the deficiency causing the unsatisfactory service is brought to the attention of the administrator in writing, a prescription is developed by the Superintendent or his/her designee to remedy the same (assuming the deficiency is remediable), and a reasonable opportunity is afforded to the administrator to correct it.

ARTICLE VIII
INSURANCE

- A. Effective July 1, 2008, the Board shall pay for each administrator and his or her eligible dependents the medical and health benefits, provided the administrator contributes through payroll deductions the following for the cost of the PPO option:

<u>Year</u>	<u>Percentage Premium Contribution</u>
2008-2009	16%
2009-1010	17%
2010-2011	18%

Employee contributions for the Exclusive Provider Organization (EPO) plan design and the HSA plan design shall be set by the Board at a rate no higher than that for the PPO plan. The dental insurance contribution shall be equal to the PPO percentage of contribution. As use in this section, 'premium cost' shall mean the 'allocation cost' for self-funded plans and the premium cost for fully-funded plans.

Medical and health insurance benefits available to administrators effective July 1, 2008, are set forth in Appendix C.

To be eligible to receive these benefits, each administrator must submit a written wage deduction authorization permitting the Board to deduct from the administrator's salary his or her share of the cost of benefits set forth above. An administrator may forego or withdraw from full coverage rather than pay his or her share of the cost of benefits. Any administrator who forgoes or withdraws from full coverage rather than pay his or her share of the cost of benefits must satisfy any existing re-entry conditions or limitations of the plan.

Subject to law, including the rules and regulations of the Internal Revenue Service and independent of the requirements that administrators contribute to the cost of medical benefits and pay deductibles, the Board shall implement and maintain a "Section 125" Salary Reduction Agreement which shall be designed to permit exclusion from taxable income of the administrator's share of health and medical contributions and deductibles to be paid.

- B. Life Insurance. The Board shall provide and pay for group term life insurance with a death benefit equal to three times annual salary or each administrator. The insurance shall include additional benefits for accidental death or dismemberment.
- C. Disability Insurance. The Board shall provide and pay for group disability insurance for each administrator providing a monthly income equal to 50% of the base monthly salary, beginning six calendar months after such disability and continuing until age 65. To qualify for disability insurance, the employee must be accepted into the group by the responsible insurance carrier. Administrators will have the option to purchase additional group disability coverage at the group rate, up to 75% of the base monthly salary. If the administrator should qualify for disability insurance, the Board will honor the sick day plan as a secondary contributor. The primary contributor under these circumstances will be the contributory and non-contributory coverage provided by one insurance carrier. The combined payments of the insurance carrier and the Board of Education will be no more than 100% of salary. The specific terms of the disability plan are set forth in the plan document on file at the central office.
- D. There shall be established a joint committee composed of one administrator and one non-bargaining unit administrator for the purpose of periodically monitoring the performance of the health insurance program. In the event that the coverage provided becomes unavailable or cannot be effected through no fault of either party, or if substantially equivalent coverage becomes available through another carrier on a more economical basis, then a substitute program and carrier acceptable to both parties shall be negotiated. In the event that no agreement can be reached on a substitute program and carrier, then the issue shall be referred to a single arbitrator approved by the American Arbitration Association for a hearing. The Association agrees to participate, upon request of the Board, in tripartite arbitration with the Board and the teachers' bargaining representative

over any change in program or carrier. The decision of the arbitrator shall be final and binding and no change in program or carrier shall be effected until the arbitration process has been completed.

- E. Part-time administrators who are paid a fractional portion of the salary of full-time administrators shall have the same fractional portion of their insurance premium for the coverage described above paid by the Board of Education.
- F. Disputes concerning an administrator's eligibility or entitlement to the benefits contained herein are matters which are to be resolved by the administrator and the insurer or company administering the plan. Disputes concerning coverage shall not be subject to the grievance procedure contained in this Agreement, except a dispute concerning whether the Board has purchased the plan as generally described. Details of all insurance and benefit plans under this Agreement are filed with the Superintendent of Schools and may be examined during regular office hours. The terms and conditions of these plans shall determine the benefits for which administrators may be eligible, and this Agreement shall not be construed to alter these terms or grant additional benefits not provided in them.
- G. In the event that the teachers' bargaining unit agrees to open the teachers' contract for the purpose of negotiating changes in medical or dental benefits or agrees in successor contract negotiations to changes in such benefits, the WAA agrees to open this contract at the request of the Board, to negotiate changes in the medical and dental plan. In such negotiations, the cost-share provisions of Section A of this Article shall not be subject to change.
- H. Upon retirement from the Weston Public Schools, administrators who are eligible shall participate in Medicare and may purchase a Medicare supplement plan that includes prescription coverage.

ARTICLE IX HOLIDAYS AND VACATION

- A. Holidays. All holidays set each year by the school calendar shall be granted to administrators, plus the traditional summer holidays of 4th of July and Labor Day (as may be applicable to 12-month administrators).
- B. Religious Holidays. Upon the prior approval of the Superintendent, administrators shall be allowed up to two (2) days with pay per year for observance of religious holidays when these days come on a scheduled school day.
- C. Vacation. Thirteen days vacation shall be available to certified administrators in eleven-month positions, and twenty-two days for certified administrators in twelve-month positions. Administrators shall use their best efforts to select vacation days at times which are convenient in terms of fulfilling their responsibilities. The details of

scheduling vacation time shall be worked out with the Superintendent or his/her designee, and the Superintendent shall use his/her best efforts to schedule vacations on the days requested by the administrator. If any administrator is requested to return to work during a school holiday or a vacation, and agrees to such request, or is delayed in or prevented from taking a holiday or a scheduled vacation by request of the Superintendent or his/her designee, and agrees to such request, then such administrator shall be compensated for the unused holiday or scheduled vacation on a per diem salary basis or on a compensatory time basis at the election of the administrator. In addition, an administrator may opt for carryover into the next contract year, five (5) unused vacation days provided that such days are used by the end of the next contract year. An administrator shall not receive compensation for these carry-over days in the event they remain unused by the end of the next contract year.

ARTICLE X
LEAVE

- A. **Sick Leave.** Administrators will receive an allowance of eighteen (18) days per year which may be accumulated to a maximum total of 200 days. The following formula will apply to administrators whose accumulated sick leave is exhausted when a long-term or chronic illness occurs within a school year. Each administrator shall be entitled to a lifetime maximum of 180 days of full pay or its prorata equivalent under this formula.

<u>Seniority</u>	<u>Sick Leave</u>
20 years plus	180 days full pay
15-19 years	150 days full pay
11-14 years	130 days full pay
9-10 years	100 days full pay
7-8 years	30 days 2/3rds pay 80 days full pay 50 days 2/3rds pay
5-6 years	50 days full pay 80 days 2/3rds pay
3-4 years	30 days full pay 100 days 2/3rds pay
0-2 years	10 days full pay 120 days 2/3rds pay

“Years”, above, shall be defined as years of service as a Weston administrator.

During the course of any paid or unpaid leave granted for medical reasons, the Superintendent may periodically require the administrator to provide a statement from his/her physician indicating the anticipated date the administrator will return to work, the nature of the illness or disability, and the fitness of the administrator to return to work. The Superintendent may require an administrator to undergo an examination by a Board-appointed physician, at Board expense, to verify this information.

- B. Personal Leave. Up to five days for a personal leave maybe granted to an administrator, at the discretion of the Superintendent.

ARTICLE XI DEATH BENEFIT

If an administrator dies during the term of this agreement the Board shall continue to pay the administrator's salary for a period of two (2) months following the death of the administrator.

ARTICLE XII TUITION REIMBURSEMENT

- A. The Board will set aside a sum of One Thousand Five Hundred (\$1,500) Dollars per administrator during each contract year for tuition reimbursement to administrators to continue study at the graduate level.
- B. Requests for tuition reimbursement must be made at least one week prior to the commencement of the course.
- C. All course work eligible for reimbursement shall be taken at an accredited institution, shall have prior approval of the Superintendent of Schools, and shall be completed successfully with a grade of "B-" or higher.
- D. Reimbursement will be made in the month of August for courses completed during the previous contract year. Pooling of these funds may be permitted subject to a maximum of 75% of tuition cost and a maximum of \$5,000 for any one administrator. Should such reimbursement requests exceed the available funds, such reimbursement shall be reduced equitably (pro rata).

ARTICLE XIII ELEVEN MONTH WORK-YEAR IMPACT STATEMENT

In the event the Board changes the number of work days in an eleven month administrator's work year in a manner which would require negotiations under state law, the parties shall negotiate the impact of this change in accordance with the procedure set forth in §§10-153b *et seq.*, of the Connecticut General Statutes, or as hereafter amended.

ARTICLE XIV
MISCELLANEOUS

- A. Sections 10-235 and 10-236a of the Connecticut General Statutes are attached and set forth in Appendix B for informational purposes only.
- B. Travel. Travel (on regular school days limited to miles driven beyond normal commute) to and from functions called by, or where attendance is required by the Board will be reimbursed at the current IRS rate.
- C. Retirement. Retirement benefits are provided through payroll deduction forwarded to the Teachers' Retirement Board.
- D. Costs of publishing this agreement in written form shall be borne by the Board. The Board shall provide a copy of the agreement to all administrators no later than thirty (30) days after implementation. Any administrator hired during the school year shall be provided a copy of the agreement at the time of initial employment.
- E. 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 jurisdiction, the balance and remainder of this agreement will remain in full force and effect.
- F. Tax Sheltered Annuities. Within state and federal legal limitations, the Board shall provide the mechanism for certified administrators to direct a portion of base salary, through payroll deduction, to a selected tax sheltered annuity.

ARTICLE XV
GRIEVANCE PROCEDURE

- A. Purpose
 - 1. The purpose of this procedure is to secure, at the lowest possible level, solutions to problems which may arise under the specific provisions of this agreement.
 - 2. Nothing contained herein shall be construed as eliminating the right of any member of the unit to discuss informally a concern or problem with any appropriate member of the school administration.
- B. Definitions
 - 1. A. "grievance" shall be defined as a complaint signed by an administrator or by the Association that there has been a violation, misinterpretation or misapplication of a specific provision or provisions of this Agreement.

2. A “grievant” shall mean any employee directly affected by an alleged violation, misinterpretation or misapplication of a specific provision or provisions of this Agreement who then files a signed grievance. The Association may also file a grievance.
3. The term “days” shall be defined as days when the office of the Superintendent of Schools is officially open.

C. Procedure

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level shall be considered the maximum and every effort shall be made to expedite the process. The time limit specified may, however, be extended by mutual agreement between the Superintendent of Schools and the grievant provided such agreement is in writing and is signed.

1. Level One - Informal Procedure

Prior to filing a grievance, the grievant may discuss the matter with the Superintendent or his/her designee in an attempt to resolve informally the situation.

2. Level Two – Superintendent of Schools or Designee

Within thirty (30) days after the administrator knew, or should have known of the alleged grievance he/she may file a written complaint with the Superintendent of Schools or his/her designee, setting forth the facts of the complaint and identifying the specific contract language which the grievant alleges to have been violated, misinterpreted or misapplied and the remedy requested. Within ten (10) days after receiving the written grievance, the Superintendent or his/her designee shall meet with the grievant in an attempt to resolve the grievance. Within ten (10) days after such meeting, the Superintendent of Schools or his/her designee shall render his/her decision in writing. If for any reason the Superintendent or his/her designee does not render his/her decision within ten (10) days after the meeting, or if the decision is rendered and the grievant wishes to appeal, the grievant may appeal to Level Three.

3. Level Three - Board of Education

An appeal to the Board of Education must be made in writing within five (5) days after the Superintendent (or his/her designee) renders his/her decision. The written appeal must repeat all the information specified in the complaint submitted to the Superintendent. The Board of Education or a committee of the Board, will hear the grievance within thirty (30) days after its submission and shall issue a decision within fifteen (15) days from the date of the hearing.

4. Level Four - Arbitration

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

D. Right of Administrators to Representation

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

E. Miscellaneous

1. All documents, communications and records dealing with the processing of a grievance shall be confidential and shall be filed separately from the personnel files of the grievant.
2. Forms for the filing and processing of grievances and other necessary documents shall be prepared jointly by the Association and by the Superintendent and made available through the Association so as to facilitate operation of the grievance procedure.
3. Either party may request, at its expense, that a full and accurate record of the proceedings at any point of the grievance procedure be kept. Should said record be requested by the other party, the cost of producing said record shall be borne equally.
4. Should the Superintendent or the Board fail to act within the time limits set forth in this grievance procedure, the grievant may process the grievance to the next higher step within five (5) days after the expiration of the aforementioned time limit.

ARTICLE XVI
AGENCY FEE

- A. Within thirty (30) days after employment, or the execution of this Agreement, whichever is later, all members of the bargaining unit shall have the opportunity to join the Association and execute an authorization permitting the deduction of Association dues and assessments.
- B. Any member of the bargaining unit who has not joined the Association during such period, or having joined, has not remained a member, shall immediately execute an authorization permitting deduction of a service fee which shall be a sum equal to the prorated cost of collective bargaining, contract administration, and grievance adjustment.
- C. The Board shall deduct the dues or service fee from the salary of the members of the bargaining unit and remit the same to the Association treasurer.
- D. The WAA agrees to indemnify and hold and save the Board harmless against any and all claims, damages, suits or other forms of liability, including reasonable attorney's fees, that shall or may arise out of or by reason of any action taken by the Board for the purpose of complying with the provisions of this Article.
- E. Association dues and service fees to be deducted from salaries shall not change during the contract year.

ARTICLE XVII
DURATION

- A. This Agreement shall be in effect from July 1, 2008 through June 30, 2011.
- B. This contract contains the full and complete agreement between the Board and the Association for the 2008-2011 contract years, and neither party shall be required during the duration of the contract to negotiate upon any issue (except as otherwise specified in Article VIII), whether it is covered or not covered in this Agreement, except as mutually agreed upon by both parties, or required pursuant to § 10-153(f)e of the Connecticut General Statutes.

IN WITNESS WHEREOF, the parties hereunto have caused these presents to be executed by their proper officers, hereunto duly authorized and their seals affixed hereto as of the date and year first below written.

WESTON BOARD OF EDUCATION

Date _____

By _____
Its Chairman, Ellen Uzenoff

WESTON ADMINISTRATORS' ASSOCIATION

Date _____

By _____
Its President, Patricia Falber

APPENDIX A

WESTON ADMINISTRATORS' SALARY SCHEDULE

Salary Maximums

<u>Position</u>	<u>2008-2009</u>	<u>2009-2010</u>	<u>2010-2011</u>
High School Principal	\$151,115	\$156,782	\$162,269
Middle School Principal	\$141,997	\$147,322	\$152,478
Elementary School Principal	\$138,500	\$143,694	\$148,723
Director of Pupil Services	\$135,403	\$140,481	\$145,398
High School Assistant Principal	\$124,746	\$129,424	\$133,954
Middle School Assistant Principal	\$117,721	\$122,136	\$126,411
Elementary School Assistant Principal	\$111,959	\$116,157	\$120,222
High School Athletic Director	\$124,746	\$129,424	\$133,954

1. An employee hired in the 2007-08 contract year shall receive a 3.5% increase as of July 1, 2008, a 3.75% increase as of July 1, 2009 and a 3.5% increase as of July 1, 2010 after receiving the increment adjustment set forth in Article VII.
2. An employee hired in the 2008-09 contract year shall receive a 3.75% increase as of July 1, 2009 and a 3.5% increase as of July 1, 2010 after receiving the increment adjustment set forth in Article VII.
3. An employee hired in the 2009-10 contract year shall receive a 3.5% increase as of July 1, 2010 after receiving the increment adjustment set forth in Article VII.
4. Administrators who receive a Ph.D. or an Ed.D. shall receive an annual stipend of \$2,000 to commence in the contract year following the granting of the degree.

APPENDIX B
STATUTORY REFERENCES (as of July 1, 2005)

Sec. 10-235. Indemnification of teachers, board members, employees and certain volunteers and students in damage suits; expenses of litigation. (a) Each board of education shall protect and save harmless any member of such board or any teacher or other employee thereof or any member of its supervisory or administrative staff, and the State Board of Education, the Board of Governors of Higher Education, the board of trustees of each state institution and each state agency which employs any teacher, and the managing board of any public school, as defined in section 10-183b, including the governing council of any charter school, shall protect and save harmless any member of such boards, or any teacher or other employee thereof or any member of its supervisory or administrative staff employed by it, from financial loss and expense, including legal fees and costs, if any, arising out of any claim, demand, suit or judgment by reason of alleged negligence or other act resulting in accidental bodily injury to or death of any person, or in accidental damage to or destruction of property, within or without the school building, or any other acts, including but not limited to infringement of any person's civil rights, resulting in any injury, which acts are not wanton, reckless or malicious, provided such teacher, member or employee, at the time of the acts resulting in such injury, damage or destruction, was acting in the discharge of his or her duties or within the scope of employment or under the direction of such board of education, the Board of Governors of Higher Education, board of trustees, state agency, department or managing board; provided that the provisions of this section shall not limit or otherwise affect application of section 4-165 concerning immunity from personal liability. For the purposes of this section, the terms "teacher" and "other employee" shall include (1) any person who is a cooperating teacher, teacher mentor or assessor pursuant to section 10-220a, (2) any student teacher doing practice teaching under the direction of a teacher employed by a local or regional board of education or by the State Board of Education or Board of Governors of Higher Education, (3) any student enrolled in a regional vocational-technical high school who is engaged in a supervised health-related field placement program which constitutes all or part of a course of instruction for credit by a regional vocational-technical school, provided such health-related field placement program is part of the curriculum of such vocational-technical school, and provided further such course is a requirement for graduation or professional licensure or certification, (4) any volunteer approved by a board of education to carry out a duty prescribed by said board and under the direction of a certificated staff member including any person, partnership, limited liability company or corporation providing students with community-based career education, (5) any volunteer approved by a board of education to carry out the duties of a school bus safety monitor as prescribed by said board, (6) any member of the faculty or staff or any student employed by The University of Connecticut Health Center or health services, (7) any student enrolled in a constituent unit of the state system of higher education who is engaged in a supervised program of field work or clinical practice which constitutes all or part of a course of instruction for credit by a constituent unit, provided such course of instruction is part of the curriculum of a constituent unit, and provided further such course (i) is a requirement for an academic degree or professional licensure or (ii) is offered by the constituent unit in partial fulfillment of its accreditation obligations and (8) any student enrolled in a constituent unit of the state system of higher education who is acting in the capacity of a member of a student discipline committee established pursuant to section 4-188a.

(b) In addition to the protection provided under subsection (a) of this section, each local and regional board of education and each charter school shall protect and save harmless any member of such local or regional board of education or charter school governing council, or any teacher or other employee thereof or any member of its supervisory or administrative staff from financial loss and expense, including legal fees and costs, if any, arising out of any claim, demand or suit instituted against such member, teacher or other employee by reason of alleged malicious, wanton or wilful act or ultra vires act, on the part of such member, teacher or other employee while acting in the discharge of his duties. In the event such member, teacher or other employee has a judgment entered against him for a malicious, wanton or wilful act in a court of law, such board of education or charter school shall be reimbursed by such member, teacher or other employee for expenses it incurred in providing such defense and shall not be held liable to such member, teacher or other employee for any financial loss or expense resulting from such act.

(c) Legal fees and costs incurred as a result of the retention, by a member of the State Board of Education, the Board of Governors of Higher Education or the board of trustees of any state institution or by a teacher or other employee of any of them or any member of the supervisory or administrative staff of any of them, or by a teacher employed by

any other state agency, of an attorney to represent his or her interests shall be borne by said State Board of Education, Board of Governors of Higher Education, board of trustees of such state institution or such state agency employing such teacher, other employee or supervisory or administrative staff member, as the case may be, only in those cases wherein the Attorney General, in writing, has stated that the interests of said board, Board of Governors of Higher Education, board of trustees or state agency differ from the interests of such member, teacher or employee and has recommended that such member, teacher, other employee or staff member obtain the services of an attorney to represent his interests and such member, teacher or other employee is thereafter found not to have acted wantonly, recklessly or maliciously.

Sec. 10-236a. Indemnification of educational personnel assaulted in the line of duty. (a) Each board of education shall protect and save harmless any member of such board or any teacher or other employee thereof or any member of its supervisory or administrative staff, and the State Board of Education, the Board of Governors of Higher Education, the board of trustees of each state institution and each state agency which employs any teacher, and the managing board of any public school, as defined in section 10-183b, shall protect and save harmless any member of such boards, or any teacher or other employee thereof or any member of its supervisory or administrative staff employed by it, from financial loss and expense, including payment of expenses reasonably incurred for medical or other service necessary as a result of an assault upon such teacher or other employee while such person was acting in the discharge of his or her duties within the scope of his employment or under the direction of such board of education, Board of Governors of Higher Education, board of trustees, state agency, department or managing board, which expenses are not paid by the individual teacher's or employee's insurance, workers' compensation or any other source not involving an expenditure by such teacher or employee.

(b) Any teacher or employee absent from employment as a result of injury sustained during an assault or for a court appearance in connection with such assault shall continue to receive his or her full salary, while so absent, except that the amount of any workers' compensation award may be deducted from salary payments during such absence. The time of such absence shall not be charged against such teacher or employee's sick leave, vacation time or personal leave days.

(c) For the purposes of this section, the terms "teacher" and "other employee" shall include any student teacher doing practice teaching under the direction of a teacher employed by a local or regional board of education or by the State Board of Education or Board of Governors of Higher Education, and any member of the faculty or staff or any student employed by The University of Connecticut Health Center or health services.

APPENDIX C
Weston Board of Education
Schedule of Benefits
Copay Based PPO Plan

Covered Service	In-Network Services	Out-Of-Network Services
Member Annual Deductible	Not Applicable	\$300 individual \$600 two person \$900 family
Member Coinsurance	Not Applicable	20%
Member Coinsurance Limit	Not Applicable	\$1,000 individual \$2,000 two person \$3,000 family
Member Cost-Share Maximum		\$1,300 individual \$2,600 two person \$3,900 family
Lifetime Maximum	Unlimited	Unlimited
Preventive Services		
Well Child Care: 6 exams from birth to 1 year of age 6 exams 1 through 5 years of age 1 exam every Calendar Year 6 through 21 years of age	\$15	Deductible & Coinsurance
Adult Physical Examination 1 exam every 3 Calendar Years 22 through 39 years of age 1 exam every 2 Calendar Years 40 through 49 years of age 1 exam per Calendar Year 50 years of age or older	\$15	Deductible & Coinsurance
Routine Gynecological visit 1 visit per Calendar Year including pap smear	\$15	Deductible & Coinsurance
Mammography One baseline screening for female 35 through 39 years of age One screening mammogram every Calendar Year for female 40 and older Note: or more frequently if recommended	No Copay	Deductible & Coinsurance
Maternity	\$15 Office Visit Copay first visit only	Deductible & Coinsurance
Immunizations and Vaccinations Includes those needed for travel	\$15 Copay	
Vision Exams: 1 vision exam and refraction every 1 Calendar Year	\$15	Deductible & Coinsurance
Hearing Exams: 1 hearing exam every 1 calendar year	\$15	Deductible & Coinsurance
Hospital Services		
All Inpatient Admissions	\$100 per admission	Deductible & Coinsurance
Specialty Hospital Up to 60 Days per Calendar Year; excess as Out-Of-Network Service	\$100 Inpatient Cost Share	Deductible & Coinsurance
Outpatient Surgery In a licensed ambulatory surgical center	\$100 Hospital Copay	Deductible & Coinsurance
Diagnostic Services		
Diagnostic Services	No Copay	Deductible & Coinsurance

Therapy Services		
Outpatient Rehabilitation Outpatient Rehabilitative and restorative physical, occupational, speech and chiropractic therapy for up to 50 combined visits per medical condition per Calendar Year for In-Network Services. The Calendar Year maximum number of visits for Out-Of-Network Services is unlimited.	No Copay	Deductible & Coinsurance
Other Therapy Services: Outpatient cardiac rehabilitation therapy Radiation therapy: Chemotherapy for the treatment of cancer Electroshock Therapy Kidney Dialysis in a Hospital or free-standing dialysis center	No Copay	Deductible & Coinsurance
Allergy Office Visit/Testing Allergy Injection Immunotherapy or other therapy treatments	\$15 Copay No Copayment for Allergy Injection	Deductible & Coinsurance
Medical Emergency/Urgent Care Services		
Emergency Room Treatment Emergency Room Copayment waived if the Member is admitted directly to the Hospital from the Emergency Room	\$50 Copay	Paid as In-Network service
Urgent Care Services	\$50 Copay	Paid as In-Network service
Ambulance Unlimited per trip for land Unlimited per trip for air	No Copay	Paid as In-Network service
Physician Medical/Surgical Services		
Medical Office Visit Services of a Physician or Surgeon (other than a medical office visit)	\$15 Copay No Copay	Deductible & Coinsurance Deductible & Coinsurance
Mental Health and Substance Abuse Services		
Outpatient treatment for Mental Health Care and Substance Abuse Care	\$15 Copay	Deductible & Coinsurance
Inpatient Hospital Services In a Hospital or Residential Treatment Center for Mental Health Care per Admission	Same as Hospital Inpatient Cost Share	Deductible & Coinsurance
Inpatient Rehabilitation treatment For substance Abuse Care In a Hospital or Substance Abuse Treatment Facility per Admission	Same as Hospital Inpatient Cost Share	Deductible & Coinsurance
Other Medical Services		
Skilled Nursing Facility Up to 120 days per Calendar Year	Same as Hospital Inpatient Cost Share	Deductible & Coinsurance
Private Duty Nursing Unlimited Calendar Year Maximum	Not Applicable	Deductible & Coinsurance
Home Health Aides Up to 280 days per Calendar Year	No Copay	Deductible & Coinsurance

Human Organ and Tissue Transplant Services Unlimited	No Copay	Deductible & Coinsurance
Infusion Therapy Unlimited Lifetime Maximum	No Copay	Deductible & Coinsurance
Durable Medical Equipment Hearing Aid Coverage available for dependent children age 12 years and under with a maximum of \$1,000 within a two year period	No Copay	Deductible & Coinsurance
Ostomy Related Services	No Copay	Deductible & Coinsurance
Hospice care (inpatient) Unlimited Days per calendar year	No Copay	
Infertility Services - \$10,000 Lifetime Maximum	\$15 Copay	Deductible & Coinsurance
Family Planning Services	\$15 Copay	Deductible & Coinsurance
Other		
Penalty for failure to pre-certify Elective Hospital Admissions, Partial Hospitalizations or Day/Night Visit Programs or Certify a Medical Emergency within 2 business days	\$250 Hospital and 25% Physician of Maximum Allowable Amount (MAA)	\$250 Hospital and 25% Physician of Maximum Allowable Amount (MAA)
Penalty for Failure to Prior Authorize Covered Services	\$250 Hospital and 25% Physician of Maximum Allowable Amount (MAA)	\$250 Hospital and 25% Physician of Maximum Allowable Amount (MAA)
Please note that the combined penalty amount for Facility Benefit and the Admitting Physician Benefit will be no greater than \$500		
Payment Basic	Negotiate	90th Percentile UCR

Pre-Existing Condition Limitation Exclusion - for Late Enrollees, this certificate does not cover charges for Pre-Existing Conditions diagnosed or treated during the 6 months immediately preceding the original Effective Date of continuous coverage during the Pre-Existing Condition Limitation Period. The Pre-Existing Condition Limitation Period may last up to 12 months from your Enrollment Date. Credit from prior Creditable Coverage will be applied if applicable to reduce your specific Pre-Existing Condition Limitation Period.

APPENDIX C (continued)
Schedule of Benefits
Copay Based EPO

SUMMARY	PARTICIPATING OPTION
TYPE OF SERVICE AND BENEFIT MAXIMUMS	MEMBER COST SHARE
Office Visit Copayment Primary Care Physician	\$15 per visit \$15 per visit
Participating Physician, Participating Provider (with referral)	\$15 per visit
Person Responsible for Pre-Certification	Primary Care Physician Participating Physician
Person Responsible for Prior Authorization	Primary Care Physician Participating Physician Participating Provider
Lifetime Maximum Benefit	Unlimited
Human Organ and Tissue Transplant Lifetime Maximum	Unlimited
TYPE OF SERVICE AND BENEFIT MAXIMUMS	MEMBER COST-SHARE
PREVENTATIVE SERVICES	
Well Child Care; 6 exams from birth to 1 year of age 6 exams 1 through 5 years of age 1 exam every Calendar Year 6 through 21 years of age	\$15 per visit
Adult Physical Exams: 1 exam every 3 Calendar Years 22 through 29 years of age 1 exam every 2 Calendar Years 30 through 49 years of age 1 exam per Calendar Year 50 years of age or older	\$15 per visit
1 Routine Gynecological exam, including pap smear per Calendar Year (no Referral is required)	\$15 per visit
Mammography One baseline screening for female 35 through 39 years of age of more frequently if recommended by physician One screening mammogram every Calendar Year for female 40 years of age or older or more frequently if needed	No Cost-Share
Immunizations and vaccinations (includes those needed for travel)	\$15 per visit
1 Vision Exam and Refraction every 1 Calendar Year (no Referral necessary)	\$15 per visit
1 Routine Hearing Screening (when performed as part of an exam)	\$15 per visit
Walk-In Center Services	\$15 per visit

MEDICAL SERVICES	
Services of a Physician or Surgeon (other than a medical office visit)	\$15 per visit
Medical Office Visits: Primary Care Physician Participating Physician	\$15 per visit \$15 per visit
Home Visits by Physicians: Primary Care Physician Participating Physician	\$15 per visit \$15 per visit
Diagnostic X-Ray and Imaging: In a Radiologists office Standalone Outpatient Hospital	No Cost-Share No Cost-Share
Radiation Therapy	No Cost-Share
Laboratory Services	No Cost-Share
Allergy testing and treatment Unlimited Primary Care Physician Participating Physician	\$15 per visit \$15 per visit
Infertility Services Up to \$10,000 Lifetime combined Maximum for Phase I and Phase II/III	
Phase I (Diagnostic)	\$15 per visit
Phase II/III (Evaluation and Treatment)	\$15 per visit
Nutritional Counseling with a Maximum of 3 visits per Calendar Year	\$15 per visit
HOSPITAL SERVICES	
All Inpatient Admissions	\$100 per admission
Ancillary Services	No Cost-Share
OTHER HEALTH CARE SERVICES	
Skilled Nursing Facility up to 120 days per Calendar Year	Same as Hospital Inpatient Cost Share
Inpatient Rehabilitation Services	Same as Hospital Inpatient Cost Share
Home Health Care Up to 280 days per calendar year	No Cost-Share
Infusion Therapy Unlimited Lifetime Maximum	No Cost-Share
Outpatient Rehabilitation Services: Physical, Occupational and Speech Therapy and Chiropractic Care	\$15 per visit
Cardiac Rehabilitative Therapy up to 36 visits per cardiac episode	\$15 per visit
Outpatient Surgery	\$100 per visit

Durable Medical Equipment up to Unlimited maximum per Calendar Year	No Cost-Share
Hearing Aid coverage available for dependent children age 12 years and under with a maximum of \$1,000 within two year period	No Cost-Share
Prosthetic Devices up to Unlimited Maximum per Calendar Year	No Cost-Share
Surgical Removal of any breast implant	No Cost-Share
Hospice Care (Inpatient) Unlimited Days	Same as Inpatient Hospital Cost-Share
Hospice Care (in the home)	No Cost-Share
In the Home Hospice Medical Social Services	No Cost-Share
Home Oxygen	No Cost-Share
MEDICAL EMERGENCY/URGENT CARE SERVICES	
Emergency Room Treatment Copayment waived if the Member is admitted directly to the Hospital for the Emergency Room	\$50 per visit
Ambulance Services: Land: Unlimited Air: Unlimited	No Cost-Share
Physician's Office Medical Emergency Visit: Primary Care Physician Participating Physician	\$15 per visit \$15 per visit
Urgent Care Facility Visits	\$50 per visit
MENTAL HEALTH AND SUBSTANCE ABUSE SERVICES	
OUTPATIENT	\$15 per visit
INPATIENT	Same as Hospital Inpatient Cost Share

APPENDIX C (continued)

**Weston Board of Education
High Deductible Health Plan (HDHP) PPO-HSA Compatible**

	In-Network	Out-of-Network
Annual Deductible (Individual/Aggregate Family)	\$1500/3000 Combined In & Out-of-Network	
Co-insurance	N/A	20% after deductible up to co-insurance maximum
Preventive Care	Deductible not applicable	20% co-insurance after deductible, subject to co-insurance limits
Prescription Drugs	Covered as any other expense (subject to the deductible)	Covered as any other expense (subject to the deductible and co-insurance)
Co-insurance Maximum (Individual/Aggregate Family)	N/A	\$1500/3000
Cost Share Maximum (Individual/Aggregate Family)	\$1500/3000	\$3000/6000
Lifetime Maximum	Unlimited	\$1,000,000

The Board will fund fifty percent (50%) of the applicable HSA deductible amount for each full-time administrator who elects coverage under the high deductible/HSA plan (with pro-rated funding of the deductible for part-time administrators). The Board’s contribution toward the HSA deductible will be deposited into the HSA accounts throughout the course of the year, on the Board’s payroll dates. The parties acknowledge that the Board’s contribution toward the funding of the HSA plan is not an element of the underlying insurance plan, but rather relates to the manner in which the deductible shall be funded for actively employed administrators. The Board shall have no obligation to fund any portion of the HSA deductible for retirees or other individuals upon their separation from employment. In the event that a member elects the high deductible/HSA plan after the start of the plan year, the Board’s contribution toward the funding of the deductible shall be pro-rated for that year.

APPENDIX C (continued)

**Rx Plan Specification for
Weston Board of Education
(Applies to Copay based EPO and PPO Plans Only -
Not Applicable for HDHP PPO Plan)**

The following attributes are for the plan in Weston:

- Three-tier prescription drug program
- Retail Copay at \$10 generic, \$25 preferred brand and \$40 non-preferred
- Mail Order Copay at \$20 generic, \$50 preferred brand and \$80 non-preferred
- No prior approval on drugs
- Concurrent review for manufacturers' dosage limits, drug interaction and manufacturers' approval programs
- Mandatory generic substitution with physician override
- Up to 30 days at retail per fill (1 x Copay)
- Up to 90 days at mail order per fill (2x Copay)
- Unlimited Annual Maximum
- Experimental cancer drugs covered for cancer (ongoing Stage 3 clinical trials). Other drugs require FDA approval.
- Conforms to Federal and Connecticut State Mandates
- Formulary to provide minimal disruption from existing usage
- Coverage to exclude cosmetic uses, smoking cessation and non-legend drugs

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE WESTON BOARD OF EDUCATION
AND
THE WESTON ADMINISTRATORS' ASSOCIATION

The Weston Board of Education (the "Board") and the Weston Administrators' Association (the "Association") hereby agree as follows:

1. The Board and the Association are parties to a collective bargaining agreement effective from July 1, 2005 to June 30, 2008.

2. When inclement weather causes district schools to be closed, members of the bargaining unit are expected to report for work as soon as reasonably possible, with due regard for safety and travel conditions. Notwithstanding the foregoing, after making prior arrangements with the Superintendent, members of the unit may elect to work from home on up to two such days per year without charge to personal or sick leave.

WESTON BOARD OF EDUCATION

Date _____

By _____
Ellen Uzenoff, Board of Education Chairperson

WESTON ADMINISTRATORS' ASSOCIATION

Date _____

By _____
Patricia Falber, President