PROFESSIONAL AGREEMENT

BETWEEN

THE WESTPORT BOARD OF EDUCATION

AND

THE WESTPORT INTERMEDIATE ADMINISTRATORS ASSOCIATION

JULY 1, 2020 - JUNE 30, 2023

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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 INTERMEDIATE ADMINISTRATORS' ASSOCIATION (hereinafter referred to as the "Association").
- B. The Board hereby recognizes the Association as the exclusive bargaining representative of all members of the administrator's unit, as defined by the Connecticut General Statutes, Section 10-153b(a). The Association recognizes the local responsibility of the Board to have charge of the Westport public schools as defined in the General Statutes.
- C. In the event that additional administrative categories are created or become represented by the Association during the term of this agreement, the parties shall negotiate an addendum hereto confined solely to salaries, work year and placement in the reduction in force procedure.

ARTICLE II DURATION

The provisions of this agreement shall be effective as of July 1, 2020, and, except as specifically provided otherwise, shall continue in full force and effect until June 30, 2023, and thereafter unless terminated by either party on or after such date, except as provided in Article III.

ARTICLE III MEDICAL INSURANCE AND DISABILITY INSURANCE

A. A program of benefits shall be provided on a contributory basis to each eligible employee and their eligible dependents. Health benefits shall be in the form of a High Deductible Health Plan (HDHP) with a Health Savings Account (HSA) (as described in Appendix A). The deductible for such HDHP shall be \$2000 for individuals and \$4000 for families. The Board will contribute 50% of the deductible for active employees participating in the HDHP. Any employee ineligible for the HDHP may participate in a Health Reimbursement Arrangement (HRA) with the same terms as the HDHP. Board funding to the HRA shall include a rollover feature allowing any unused HRA deductible funds to be rolled over up to the amount legally allowed.

The Board's deposit toward the HDHP deductible will be made as follows: 25% at the beginning of each quarter (first business day following September 1, December 1 March 1 and June 1).

There will be no cost for preventative care. Once the HDHP deductible is met, benefits will be covered at 100% for in-network. Out-of-network services will be subject to an 80%/20% co-insurance after the deductible is met with an out-of-pocket maximum of \$4,000/\$8,000 (including satisfying the deductible). The out-of-pocket maximum will be cross accumulative between in-network, out-of-network and prescription drug cost.

Prescription benefits under the HDHP plan shall be provided through a prescription benefits manager (PBM), designated by the Board through a formulary established by the Board. Co-payments under the formulary plan will apply after the deductible is met up to an additional out-of-pocket maximum of \$1000/\$2000. The co-payments shall be \$10.00 for generic, \$30.00 for preferred brand, and \$45.00 for non-preferred brand, with mail order of two and one-half (2.5) times these retail co-payments for a ninety day supply. A participant shall pay the difference between the brand name drug cost and the generic drug cost when a generic is available and the individual elects to take the brand name drug without a physician's specification, "Dispense As Written" ("DAW") provided for medical reasons.

A summary of the benefits of these plans shall be set forth for informational purposes in Appendices A (HDHP plan) and B (dental plan), provided that the actual benefit shall be determined in accordance with the insurance contract(s).

The Board will also provide life insurance for each eligible employee in an amount equal to two and one-half (2.5) 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. 1. Effective September 1, 2020, the Board will pay for all full-time employees seventy-nine and one half percent (79.5%) of the cost of all premiums and the employee shall pay twenty and one half percent (20.5%) of such costs. Effective September 1, 2021, the Board will pay for all full-time employees seventy-eight and one half percent (78.5%) of the cost of all premiums and the employee shall pay twenty-one and one half percent (21.5%) of such costs. Effective September 1, 2022, the Board will pay for all full-time employees seventy-seven and one half percent (77.5%) of the cost of all premiums and the employee shall pay twenty-two and one half percent (22.5%) of such costs.

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 (30%) of such cost. Contributions will be based upon the cost of coverage elected by the administrator, i.e. individual, individual plus one, family (the employee premium share contributions shall be computed on the basis of actual expenditures in the prior year).

- 2. 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.
- 3. A program of long-term disability insurance is available at Board expense to each eligible administrator in accordance with the provisions of an insurance policy obtained by the Board, which provides a maximum benefit of seven thousand five hundred(\$7,500) per month after a waiting period of 180 days.

C. Insurance Carriers

The Board of Education at its sole discretion may change the identity of carriers identified in the contract to provide 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 carrier identification must provide substantially equal 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. 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.

E. Connecticut State Partnership Plan 2.0

Subject to the conditions set forth below, the Board shall offer each bargaining unit member the opportunity to participate in the Connecticut State Partnership Plan 2.0 (SPP) for medical benefits in lieu of the medical benefits described in Sections A and B of this Article III and in Appendix A. Dental benefits shall continue (including employee premium cost sharing for such dental benefits) as provided in Sections A and B of this Article III and in Appendix B. The medical benefits shall be as set forth in the SPP, 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 summary of the benefits of the SPP shall be set forth for informational purposes in Appendix C, provided that the actual benefits shall be determined in accordance with 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 September 1, 2020, the Board shall pay for all full-time employees seventy-nine and one half percent (79.5%) of the premium cost, and the employee shall pay twenty and one half percent (20.5%) of such cost. Effective September 1, 2021, the Board shall pay for all full-time employees seventy-eight and one half percent (78.5%) of the premium cost, and the employee shall pay twenty-one and one half percent (21.5%) of such cost. Effective September 1, 2022, the Board shall pay for all full-time employees seventy-seven and one half percent (77.5%) of the premium cost, and the employee shall pay twenty-two and one half percent (22.5%) of such cost. The Board shall pay for part-time employees seventy percent (70%) of the premium cost and the employee shall pay thirty percent (30%) 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. In the event any of the following occur, the Board or the Association may reopen negotiations in accordance with Conn. Gen. Stat. Section 10-153f(e) as to the sole issue of medical benefits, including plan design and plan funding,

premium cost share, and/or introduction of a replacement medical benefits plan in whole or in part.

- i) If the SPP in its current form is no longer available; or if the benefit plan design of the SPP is modified as a result of a change in the State's collective bargaining agreement with SEBAC, if such modifications would substantially increase the cost of the medical benefits plan offered herein. Reopener negotiations shall be limited to medical benefits plan design and funding, premium cost share, and/or introduction of an additional optional medical insurance plan; and/or
- ii) If Conn. Gen. Stat. Section 3-123rrr et seq. is amended, or if there are any changes to the administration of the SPP, or if additional fees and/or charges for the SPP are imposed so as to affect the Board, any of which amendments, changes, fees or charges (individually or collectively) would substantially increase the cost of the medical benefits plan offered herein. Reopener negotiations shall be limited to medical benefits plan design and funding, premium cost share, and/or introduction of an additional optional medical benefits plan; and/or
- iii) If the cost of the medical benefits plan offered herein is expected to result in the triggering of an excise tax under The Patient Protection and Affordable Care Act ([ACA; P.L. 111-148], as amended, inter alia, by the Consolidated Appropriations Act of 2016 [P.L. 114-113]) and/or if there is any material amendment to the ACA that would substantially increase the cost of the medical benefits plan offered herein. Reopener negotiations shall be limited to medical benefits plan design and funding, premium cost share, and/or introduction of an additional optional medical benefits plan.
- e. In any negotiations triggered under subparagraph d above as well as negotiations for a successor to the current collective bargaining agreement, the parties shall consider the High Deductible Health Plan with Health Savings Account set forth in this Article III and in Appendix A to be the baseline for such negotiations, and the parties shall consider the following additional factors:
 - Trends in medical insurance plan design outside of the SPP;
 - The costs of different plan designs, including a high deductible health plan structure and a PPO plan structure.

Should such negotiations be submitted to arbitration for resolution, the arbitration panel shall consider the foregoing in applying the statutory criteria in making its ruling.

ARTICLE IV SICK LEAVE

All administrators are eligible for eighteen (18) sick days per year, of which up to five (5) days may be used for family illness, accumulative to a maximum of 180 days. Each administrator will receive his or her regular salary during this period of accumulated sick leave. After expiration of accumulated sick leave, the administrator will receive additional days, with pay, according to the following schedule, however, each administrator will be entitled to the applicable total of such additional days only once during his or her employment by the Board:

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

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

ARTICLE V TRAVEL INSURANCE

The Board of Education will obtain group travel accident insurance providing for \$50,000.00 accidental death dismemberment and total disability coverage for certified administrators while traveling on authorized business of the Board.

ARTICLE VI HOLIDAYS

Holidays shall include such holidays as shall be prescribed by the Superintendent.

ARTICLE VII VACATIONS

A. All administrators except Coordinators and Assistant Elementary Principals shall also be entitled to twenty-five vacation days in addition to the normally scheduled holidays.

Each administrator who is a twelve (12) month employee may carry over up to five (5) unused vacation days into the next year. Any such deferred vacation days that are unused at the end of the next year shall be lost.

B. Coordinators and one (1) Assistant Elementary Principal at each elementary school shall have a work year consisting of 208 days. One (1) Assistant Elementary Principal at each elementary school shall have a work year consisting of 202 days. Any Assistant Elementary Principal with a work year consisting of 202 days who is authorized in advance by the Superintendent or his/her designee to work beyond his/her 202 day work year shall be paid for each additional day at his/her per diem rate.

ARTICLE VIII PROFESSIONAL PROGRESS

Each administrator may receive up to \$850 for professional development activities, including graduate study, seminars, workshops, conferences and the purchase of professional materials. Notice of the intent to claim this expenditure and an estimate of the amount of the expenditure must be received by the Superintendent by March 1 of the current school year.

ARTICLE IX TRAVEL EXPENSES

Personnel covered by this contract who have positions as administrators requiring part time location in two or more building facilities within the Town of Westport shall be reimbursed for travel between said facilities at the current IRS rate. Reimbursement shall be made on a monthly basis based on a written voucher for reimbursement submitted by the administrator to the Controller of the Board of Education.

ARTICLE X WAGE SCALES

All administrators shall receive salaries in accordance with Schedule A attached hereto and shall reflect the following:

- A. IAA members who are not at the top step of their respective salary schedules shall receive the appropriate step increment.
- B. For administrators who hold the Ed.D. or Ph.D. degrees, \$1,500 shall be added to their appropriate salary.
- C. Any administrator initially appointed to an administrative position included under this agreement shall be placed on the step of the appropriate salary schedule which will result in an increase of no less than \$500 more than he/she would have received in his/her previous position for the new fiscal year.

ARTICLE XI DUES DEDUCTION

- A. Within thirty (30) days after employment, or the execution of this Agreement, whichever is later, all administrators shall have the opportunity to join the Association, pay a service fee, or do neither. Any administrator who elects to join the Association or to pay a service fee shall execute a voluntary written authorization permitting the deduction of Association dues, or said service fee, from the salary of such administrator.
- B. The Association agrees to indemnify and save the Board harmless against any and all claims, demands, costs, suits or other forms of liability and all court or administrative agency costs that may arise out of, or by reason of, action taken by the Board for the purpose of complying with this Article.
- C. The Board shall deduct on a bi-weekly basis an amount equal to the Association membership dues or service fee, as applicable, from the salary of any administrator who voluntarily and in writing authorizes it to do so and remit the same to the Association.

ARTICLE XII EXTENDED LEAVES OF ABSENCES

- A. Requests for leaves of absence having a duration of more than six (6) months shall be submitted to the Superintendent. The Superintendent shall act upon all such requests.
- B. At least ninety (90) calendar days prior to the expiration of such extended leave, the Administrator shall be required to indicate in writing his/her intention to return.
- C. It is the ethical responsibility of the Administrator to make written application for reassignment accompanied by appropriate statements at least ninety (90) days to indicate his/her intention to return by the time the extended leave terminates and should the Administrator not respond within thirty (30) days to a written request from the Personnel Office sent at least thirty (30) days before the termination of extended leave, the contract shall be considered terminated.

ARTICLE XIII GRIEVANCE PROCEDURES

A. Definition

1. A "grievance" shall mean a complaint that (1) involving the misinterpretation, violation or misapplication of any provision of this agreement or (2) a complaint that the established procedures of the evaluation and support program have not been followed in one or more respects.

- 2. "Administrator" shall mean any certified professional employee occupying a position represented by the IAA and may include a group of administrators similarly affected by a grievance or the IAA itself.
- 3. "Party in interest" shall mean either party to this agreement or their designated representatives.
- 4. "Days" shall mean calendar days except weekends and school holidays.

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 was known, or should have been known, 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 grievant(s) 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 administrators' organization other than the association.
- 2. When a grievant is not represented by the association, the association reserves the right to be represented 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 administrator or administrators.

- Suggested forms for filing and processing grievances and other necessary
 documents shall be prepared by the Superintendent or the Superintendent's
 designee with the approval of the Association and made available through the
 Association's building representative, the Superintendent's office or the school
 office.
- 3. All grievances and decisions with reasons therefor shall be in writing.

E. Miscellaneous

- 1. The sole remedy available to any administrator for any alleged breach of this agreement or any alleged violation of the administrator's rights hereunder shall be pursuant to this grievance procedure, provided however, that nothing contained herein shall deprive any administrator of any legal right which he/she may have under statutes applicable to such professional employees or persons in general.
- 2. Any decision, course or 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.

F. Grievance Procedure Levels

The following shall be the procedure for processing grievances:

1. Level One - Referral to Director of Human Resources

The grievance of any administrator of the Westport Board of Education shall be brought in writing to the attention of the Director of Human Resources.

2. Level Two - Referral to Superintendent of Schools

Where resolution of the grievance has not been secured at Level One, the grievance of any administrator of the Westport Board of Education shall be brought in writing to the attention of the Superintendent of Schools.

3. Level Three - Referral to the Board of Education

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

4. Level Four - Arbitration

- a. Either party may within ten (10) days following a Level Three decision, if the grievance as defined in A.1. is not resolved by such decision, apply to the American Arbitration Association for the designation of an arbitrator pursuant to the then applicable rules of that Association. Nothing herein, however, is intended to preclude the parties during said ten (10) day period from mutually agreeing upon an arbitrator on their own.
- b. The arbitrator 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 arbitrator shall limit his decision strictly as to the misinterpretation, violation and misapplication of the specific provisions of this agreement which may be in issue and 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
 - involving Board discretion or Board policy not covered by the terms of this agreement or Board actions 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 the agreement, applicable statute and/or rules and regulations having the force and effect of law.

The decisions of the arbitrator rendered in accordance with his/her jurisdiction and authority hereunder shall be accepted as final and binding and shall be enforceable under applicable statutes.

- c. The cost for the services of the arbitrator shall be borne equally by both parties.
- d. In the event of conflict between a Board policy or regulation and the provisions of this agreement, the provisions of this agreement shall prevail.

G. Timetable for Handling Grievances:

Level	Deadline for Submitting Grievances	Deadline for Meeting	Deadline for Reaching Decision
1. Director of Human Resources	30 days	10 days	5 days
2. Superintendent	10 days after prior decision	10 days	5 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	1	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 Board of Education, the aforesaid time limits shall be suspended during the pendency of the said condition or conditions. Nothing herein shall preclude the parties in interest from agreeing to extend the aforesaid time limits. Pursuant to Section B(4), in the event a decision is not rendered within the deadline prescribed, the grievant shall have an additional three (3) days from the date of the deadline to submit the grievance to the next level.

ARTICLE XIV OTHER POLICIES

Previously adopted policies and policies adopted subsequent to the effective date of this agreement, which are in conflict with this agreement are hereby superseded by this agreement. All new policies shall be distributed by the Superintendent for inclusion in the policy handbook.

ARTICLE XV REDUCTION IN FORCE

In case of a school closing, grade restructuring, reorganization, or the elimination of position(s) as a result of which a unit member is displaced from his or her position, the following principles shall apply:

A. If any elementary school is closed or restructured and an elementary principal position is thus eliminated or lost during the life of this contract, the Superintendent shall assign the elementary school principal affected to any one of the following

positions held by a non-tenure administrator or vacancies, if such positions or vacancies exist:

An elementary principalship at another school;

An elementary assistant principalship;

In addition, if he or she is as qualified or more qualified in the opinion of the Superintendent (which shall not be arbitrary or capricious), the elementary principal affected may (a) be assigned to displace a less senior elementary principal, or (b) be assigned to any other elementary or middle school administrative position which is vacant or held by the least senior unit member in those classifications, for which the displaced administrator is certified, and for which he or she has had appropriate or comparable experience provided that such assignment does not constitute a promotion. "Seniority" as used in this Article shall refer to service as an administrator for the Westport Public Schools.

An administrator who is displaced by another administrator by operation of this section shall then be entitled to exercise his or her rights under this section, if any.

B. If a middle school is closed or restructured and a middle school principal position is thus eliminated or lost during the life of this contract, the Superintendent shall assign the middle school principal affected to any one of the following positions held by a non-tenure administrator or vacancies, if such positions or vacancies exist:

Another middle school principalship;

A middle school assistant principalship;

In addition, if he or she is as qualified or more qualified in the opinion of the Superintendent (which shall not be arbitrary or capricious), the middle school principal affected may (a) be assigned to displace the least senior middle school principal (if less senior), or (b) be assigned to any other elementary or middle school administrative position which is vacant or held by the least senior unit member in those classifications for which the displaced administrator is certified, and for which he or she has had appropriate or comparable experience, provided that such assignment does not constitute a promotion.

An administrator who is displaced by another administrator by operation of this section shall then be entitled to exercise his or her rights under this section, if any.

C. If the position held by a middle school assistant principal is eliminated or lost, the Superintendent will assign the affected middle school assistant principal to a vacant

assistant principalship, or to any other elementary or middle school administrative position which is vacant or held by the least senior unit member in those classifications for which in the opinion of the Superintendent (which judgment shall not be arbitrary or capricious) he or she has had appropriate or comparable experience, provided that such assignment does not constitute a promotion. An administrator who is displaced in accordance with this section shall then be entitled to exercise his or her rights under this section in the same manner.

- D. If the position held by a high school assistant principal is eliminated or lost, the Superintendent shall assign the affected high school assistant principal to a vacant high school assistant principal position, or to any other elementary or middle school administrative position which is vacant or held by the least senior unit member in those classifications for which in the opinion of the Superintendent (which judgment shall not be arbitrary or capricious) he or she has had appropriate or comparable experience, provided that such assignment does not constitute a promotion. An administrator who is displaced by another administrator by operation of this section shall then be entitled to exercise his or her rights under this section, if any.
- E. In the event any other administrative position is eliminated or lost (including the high school principalship), the Superintendent shall assign the affected administrator to another vacant administrative position or, at the option of the Superintendent, a position held by a less senior unit member, for which he or she has had appropriate or comparable experience in the judgment of the Superintendent (which shall not be arbitrary or capricious), provided that such assignment does not constitute a promotion. An administrator who is displaced by another administrator by operation of this section shall then be entitled to exercise his or her rights under this section, if any.
- F. If there are two administrators whose administrative positions are eliminated or lost and both are eligible for transfer into the same position, both will be screened and the Superintendent will assign the most qualified to the position. Administrators who are displaced and for whom no other administrative assignment is available in accordance with the provisions of this Article shall be assigned to a teaching position subject to the provisions of the applicable collective bargaining agreement.
- G. Any administrator who has been displaced from an administrative position, shall be placed on a reappointment list. His or her name shall remain on such reappointment list until reappointment to an administrative position or for a period of two (2) years from the date of displacement, whichever shall first occur. If an administrator on the reappointment list refuses an appointment to an administrative position for which he or she is eligible, he or she shall be immediately removed from the reappointment list. Administrators on the reappointment list will only be eligible to take positions for which they are certified and qualified in the opinion of the Superintendent (which shall not be arbitrary or capricious), and shall not be eligible for any job which is a promotion. No administrator shall be eligible for reappointment unless he or she remains in the continuous employment of the Board between the date of displacement

- as an administrator, and the date of reappointment, unless there was no teaching position available for such administrator at the time of displacement.
- H. If the Board of Education is enjoined by a court or administrative agency from implementing any aspect of this article, the procedures contained in this article will not be implemented.
- I. For purposes of this Article, a "promotion" shall be a reassignment to a salary classification with a higher salary, as set forth on Schedule A.
- J. Any administrator whose work year is reduced or who is displaced because of a reduction in force or who is involuntarily transferred for reasons other than unsatisfactory performance to a lower paying administrative or teaching position shall receive the pay for the new position plus a supplement of 2/3rds the difference from previous year's salary for the first year following reassignment, and shall receive the pay for the new position plus a supplement of 1/3rd the difference from previous year's salary for the second year following reassignment, and such payments shall be considered a severance benefit. This provision shall not affect administrator rights under Article XVIII.

ARTICLE XVI 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 Charter of the Town of Westport.

ARTICLE XVII 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 XVIII JUST CAUSE

Except for matters covered exclusively by Conn. Gen. Stat. Section 10-151, other applicable statutory provisions, or the provisions of Article XV, no administrator shall be disciplined or reduced in pay without just cause.

Executed this 10th day of December.
WESTPORT INTERMEDIATE ADMINISTRATORS ASSOCIATION
BY Octan Stresident Its President WESTPORT BOARD OF EDUCATION
BY

Chairman

SCHEDULE A IAA SALARY SCHEDULES

2020-2021

				Ste	ep .	
Grade	Grade Name	Days	1	2	3	4
1	Pre-School Coordinator	261	154,138	157,955	161,766	164,583
2	Elementary Assistant Principal	202	148,245	152,136	156,025	158,900
3	Coordinator (2)	208	151,508	155,516	159,518	162,408
4	Elementary Assistant Principal	208	152,539	156,548	160,552	163,507
5	Athletic Director	261	154,038	156,622	159,567	163,462
6	Secondary Assistant Principal	261	162,410	166,693	170,972	174,132
7	High School Special Education Department Chair	261	162,410	166,693	170,972	174,132
8	Elementary Principal, Director of Technology	261	173,471	177,754	181,626	185,895
9	Middle School Principal	261	177,315	181,604	185,897	190,992
10	High School Principal	261	194,928	199,647	204,364	211,342

Administrators not yet at the maximum step will advance one step each year.

2021-2022

				Ste	ep	
Grade	Grade Name	Days	1	2	3	4
1	Pre-School Coordinator	261	157,390	161,288	165,179	168,056
2	Elementary Assistant Principal	202	151,373	155,346	159,317	162,253
3	Coordinator (2)	208	154,705	158,797	162,884	165,835
4	Elementary Assistant Principal	208	155,758	159,851	163,940	166,957
5	Athletic Director	261	157,288	159,927	162,934	166,911
6	Secondary Assistant Principal	261	165,837	170,210	174,580	177,806
7	High School Special Education Department Chair	261	165,837	170,210	174,580	177,806
8	Elementary Principal, Director of Technology	261	177,131	181,505	185,458	189,817
9	Middle School Principal	261	181,056	185,436	189,819	195,022
10	High School Principal	261	199,041	203,860	208,676	215,801

Administrators not yet at the maximum step will advance one step each year.

SCHEDULE A IAA SALARY SCHEDULES

2022-2023

				Ste	p	
Grade	Grade Name	Days	1	2	3	4
1	Pre-School Coordinator	261	160,711	164,691	168,664	171,602
2	Elementary Assistant Principal	202	154,567	158,624	162,679	165,677
3	Coordinator (2)	208	157,969	162,148	166,321	169,334
4	Elementary Assistant Principal	208	159,044	163,224	167,399	170,480
5	Athletic Director	261	160,607	163,301	166,372	170,433
6	Secondary Assistant Principal	261	169,336	173,801	178,264	181,558
7	High School Special Education Department Chair	261	169,336	173,801	178,264	181,558
8	Elementary Principal, Director of Technology	261	180,868	185,335	189,371	193,822
9	Middle School Principal	261	184,876	189,349	193,824	199,137
10	High School Principal	261	203,241	208,161	213,079	220,354

Administrators not yet at the maximum step will advance one step each year.

APPENDIX A

WESTPORT BOARD OF EDUCATION

DESCRIPTION OF HEALTH BENEFITS

for

THE WESTPORT INTERMEDIATE ADMINISTRATORS ASSOCIATION

Effective September 1, 2014 Administered by CIGNA

High Deductible Health Plan

Plan Features	In-Network	Out-of-Network
Deductible (September 1 through August 31st)	\$2,000 Individual \$4,000 Family	Same Deductible 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 innetwork and out-of-network out-of-pocket maximums.	N/A	\$4,000 individual \$8,000 family
Lifetime Maximum	Unlimited	Unlimited
Preventative Care	Paid in full	Paid in full
Prescription Drug Participating Retail Pharmacy	Participating Retail Pharmacy \$10 co-payment – generic \$30 co-payment – preferred brand name \$45 co-payment - non-preferred brand name Maximum 30 day supply or 100 doses, whichever is less Subject to substitution unless DAW	N/A
Mail Order	\$25 co-payment – generic \$75 co-payment – preferred brand name \$112.50 co-payment – non-preferred brand name Maximum 90-day supply Subject to substitution unless DAW	N/A
Prescription Drug Out of Pocket Maximum After Deductible	Drugs at employee expense until deductible of \$2,000 individual, \$4,000 family is satisfied; then copays apply as set forth above up to additional maximum out-of-pocket costs of \$1,000/\$2,000.	N/A

APPENDIX B

WESTPORT BOARD OF EDUCATION

DENTAL BENEFITS

As of July 1, 2008 Administered by Delta Dental

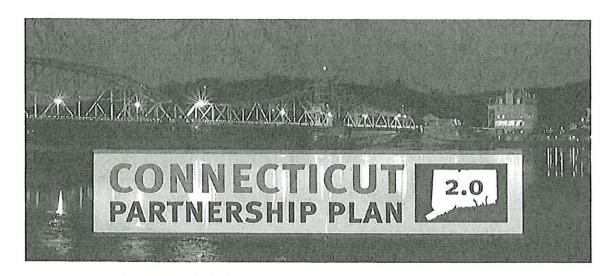
Deductible Per calendar year	\$50 deductible applies to Basic and Major Services Maximum family deductible per calendar year is \$150
Individual Maximum Benefit	Individual maximum benefit paid per calendar year is \$2,500
Covered Charges	If utilizing a Delta Dental participating dentist, the dentist 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 C

WESTPORT BOARD OF EDUCATION

SUMMARY OF HEALTH BENEFITS Connecticut Partnership Plan 2.0



A Great Opportunity for Very Valuable Healthcare Coverage

Welcome to the Connecticut (CT) Partnership Plan—a low-/no-deductible Point of Service (POS) plan now available to you (and your eligible dependents up to age 26) and other non-state public employees who work for municipalities, boards of education, quasi-public agencies, and public libraries.

The CT Partnership Plan is the same POS plan currently offered to State of Connecticut employees. You get the same great healthcare benefits that state employees get, including \$15 in-network office visits (average actual cost in CT: \$150*), free preventive care, and \$5 or \$10 generic drug copays for your maintenance drugs. You can see any provider (e.g., doctors, hospitals, other medical facilities) you want—in- or out-of network. But, when you see in-network providers, you pay less. That's because they contract with UnitedHealthcare/Oxford—the plan's administrator—to charge lower rates for their services. You have access to Oxford's Freedom Select Network in Connecticut, New Jersery, and parts of New York, and United's Choice Plus Network for seamless national access!

When you join the CT Partnership Plan, the state's Health Enhancement Program (HEP) is included. HEP encourages you to get preventive care screenings, routine wellness visits, and chronic disease education and counseling. When you remain compliant with the specific HEP requirements on page 5, you get to keep the financial incentives of the HEP program!

Look inside for a summary of medical benefits, and visit www.osc.ct.gov/CTpartner to find out if your doctor, hospital or other medical provider is in UnitedHealthcare/Oxford's network. Information about the dental plan offered where you work, and the amount you'll pay for healthcare and dental coverage, will be provided by your employer.

*Source: Healthcare Bluebook: healthcarebluebook.com

www.osc.ct.gov/ctpartner



POS MEDICAL BENEFIT SUMMARY

BENEFIT FEATURE	IN-NETWORK	OUT-OF-NETWORK
Preventive Care (including adult and well-child exams and immunizations, routine gynecologist visits, mammograms, colonoscopy)	\$0	20% of allowable UCR* charges
Annual Deductible (amount you pay before the Plan starts paying benefits)	Individual: \$350 Family: \$350 per member (\$1,400 maximum) Waived for HEP-compliant members	Individual: \$300 Family: \$900
Coinsurance (the percentage of a covered expense you pay after you meet the Plan's annual deductible)	Not applicable	20% of allowable UCR* charges
Annual Out-of-Pocket Maximum (amount you pay before the Plan pays 100% of allowable/UCR* charges)	Individual: \$2,000 Family: 4,000	Individual: \$2,300 (includes deductible) Family: \$4,900 (includes deductible)
Primary Care Office Visits	\$15 COPAY (So copay for Preferred Providers)	20% of allowable UCR* charges
Specialist Office Visits	\$15 COPAY (So copay for Preferred Providers)	20% of allowable UCR* charges
Urgent Care & Walk-In Center Visits	\$15 copay	20% of allowable UCR* charges
Acupuncture (20 visits per year)	\$15 copay	20% of allowable UCR* charges
Chiropractic Care	\$o copay	20% of allowable UCR* charges
Diagnostic Labs and X-Rays' ** High Cost Testing (MRI, CAT, etc.)	\$0 copay (your doctor will need to get prior authorization for high-cost testing)	20% of allowable UCR* charges (you will need to get prior authorization for high-cost testing)
Durable Medical Equipment	\$0 (your doctor may need to get prior authorization)	20% of allowable UCR* charges (you may need to get prior authorization)

¹ IN NETWORK: Within your carrier's immediate service area, no co-pay for preferred facility. 20% cost share at non-preferred facility. Outside your carrier's immediate service area: no co-pay.

(continued on next page)

¹ OUT OF NETWORK: Within your carrier's immediate service area, deductible plus 40% coinsurance.
Outside of carrier's immediate service area: deductible plus 20% coinsurance.



POS MEDICAL BENEFIT SUMMARY

BENEFIT FEATURE	IN-NETWORK	OUT-OF-NETWORK
Emergency Room Care	\$250 copay (waived if admitted)	\$250 copay (waived if admitted)
Eye Exam (one per year)	\$15 copay	50% of allowable UCR* charges
**Infertility (based on medical necessity) Office Visit	\$15 copay	20% of allowable UCR* charges
Outpatient or Inpatient Hospital Care	\$0	20% of allowable UCR* charges
**Inpatient Hospital Stay	\$o	20% of allowable UCR* charges
Mental Healthcare/Substance Abuse Treatment		
**Inpatient	\$0	20% of allowable UCR* charges (you may need to get prior authorization)
Outpatient	\$15 copay	20% of allowable UCR* charges
Nutritional Counseling (Maximum of 3 visits per Covered Person per Calendar Year)	\$0	20% of allowable UCR* charges
**Outpatient Surgery	\$0	20% of allowable UCR* charges
**Physical/Occupational Therapy	\$o	20% of allowable UCR* charges, up to 60 inpatient days and
		30 outpatient days per condition per year
Foot Orthotics	\$0 (your doctor may need to get prior authorization)	zo% of allowable UCR* charges (you may need to get prior authorization)
Speech therapy: Covered for treatment resulting from autism, stroke, tumor removal, injury or congenital anomalies of the oropharynx	\$0	Deductible plus Coinsurance (30 visits per Calendar Year)
Medically necessary treatment resulting from other causes is subject to Prior Authorization	\$0 (30 visits per Covered Person per Calendar Year)	Deductible plus Coinsurance (30 visits per Calendar Year)

^{*}Usual, Customary and Reasonable. You pay 20% coinsurance based on UCR, plus you pay 100% of amount provider bills you over UCR.

^{**} Prior authorization required: If you use in-network providers, your provider is responsible for obtaining prior authorization from UnitedHealthcare/Oxford. If you use out-of-network providers, you are responsible for obtaining prior authorization from UnitedHealthcare/Oxford. 3

CONNECTICUT 2.0 PARTNERSHIP PLAN

A MESSAGE FROM UNITED HEALTHCARE

We are dedicated to helping people live healthler lives. This is our mission and we take it seriously. By making healthler decisions, you can live a healthier life. It's that simple. Our programs and network can help you do just that.

Our Network

We have a robust local and national network. Nationally and in the tri-state area, we have a large number of doctors, health care professionals and hospitals. For years, our members have accessed our Connecticut, New York and New Jersey tri-state network. Whichever plan you choose, you'll have seamless access to our UnitedHealthcare Choice Plus Network of physicians and health care professionals outside of the tri-state area. This gives State of Connecticut employees, retirees and their families better access to care whether you are in Connecticut, traveling outside the tri-state area, or living somewhere else in the country.

Just giving you a list of doctors is not very helpful. The UnitedHealth Premium® designation program recognizes doctors who meet standards for quality and cost-efficiency. We use evidence-based medicine and national industry guidelines to evaluate quality and the cost-efficiency standards are based on local market benchmarks for the efficient use of resources in providing care. The 2016 UnitedHealth Premium program covers 27 specialty areas of medicine, including two new specialties (Ear, Nose and Throat, and Gastroenterology).

For more information about our network and the Premium designation program or to search for physicians participating in our local network and the national UnitedHealthcare Choice Plus Network, please visit partnershipstateofct.welcometouhc.com.

For information on these discounts and special offers, please visit partnershipstateofct.welcometouhc.com



Oxford On-Call® Healthcare Guidance 24 hours a day

We realize that questions about your health can come up at any time. That's why we offer you flexible choices in health care guidance through our Oxford On-Call program. Speak with a registered nurse who can offer suggestions and guide you to the most appropriate source of care, 24 hours a day, seven days a week. That's the idea behind Oxford On-Call.

If you are a member and you need to reach Oxford-On-Call, please call 800·201-4911. Press option 4. Oxford On-Call can give you helpful information on general health information, deciding where to go for care, choosing self-care measures or guidance for difficult decisions.

Custom Website

We created this website for State of Connecticut employees and retirees to provide the tools and information to help you make informed health care decisions.

Visit partnershipstateofct.welcometouhc.com to search for a doctor or hospital, or learn about your health plans. You also can get Health Enhancement Program information at cthep.com, or by phone at 877-687-1448.

Value-added programs such as wellness programs and discounts offered by the plan are not negotiated benefits and are subject to change at any time at the discretion of the plan.

Administrative services provided by Oxford Health Plans LLC. CT-15-206



PRESCRIPTION DRUGS

PRESCRIPTION DRUGS	Maintenance* (31-to-90-day supply)	Non-Maintenance (up to 30-day supply)	HEP Chronic Conditions
Generic (preferred/non-preferred)**	\$5/\$10	\$5/\$10	\$0
Preferred/Listed Brand Name Drugs	\$25	\$25	\$5
Non-Preferred/Non-Listed Brand Name Drugs	\$40	\$40	\$12.50
Annual Out-of-Pocket Maximum	\$4,600 Individual/\$9,20	o Family	,

⁺ Initial 30-day supply at retail pharmacy is permitted. Thereafter, 90-day supply is required—through mail-order or at a retail pharmacy participating in the State of Connecticut Maintenance Drug Network.

Preferred and Non-Preferred Brand-Name Drugs

A drug's tier placement is determined by Caremark's Pharmacy and Therapeutics Committee, which reviews tier placement each quarter. If new generics have become available, new clinical studies have been released, new brand-name drugs have become available, etc., the Pharmacy and Therapeutics Committee may change the tier placement of a drug.

If your doctor believes a non-preferred brand-name drug is medically necessary for you, they will need to complete the Coverage Exception Request form (available at

www.osc.ct.gov/ctpartner) and fax it to Caremark. If approved, you will pay the preferred brand co-pay amount.

If You Choose a Brand Name When a Generic Is Available

Prescriptions will be automatically filled with a generic drug if one is available, unless your doctor completes Caremark's Coverage Exception Request form and it is approved. (It is not enough for your doctor to note "dispense as written" on your prescription; a separate

form is required.) If you request a brand-name drug over a generic alternative without obtaining a coverage exception, you will pay the generic drug co-pay PLUS the difference in cost between the brand and generic drug.

Mandatory 90-day Supply for Maintenance Medications

If you or your family member takes a maintenance medication, you are required to get your maintenance prescriptions as 90-day fills. You will be able to get your first 30-day fill of that medication at any participating pharmacy. After that your two choices are:

- Receive your medication through the Caremark mailorder pharmacy, or
- Fill your medication at a pharmacy that participates in the State's Maintenance Drug Network (see the list of participating pharmacies on the Comptroller's website at www.osc.ct.gov).

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⁺⁺ Prescriptions are filled automatically with a generic drug if one is available, unless the prescribing physician submits a Coverage Exception Request attesting that the brand name drug is medically necessary.



HEALTH ENHANCEMENT PROGRAM

The Health Enhancement Program (HEP) is a component of the medical plan and has several important benefits. First, it helps you and your family work with your medical providers to get and stay healthy. Second, it saves you money on your healthcare. Third, it will save money for the Partnership Plan long term by focusing healthcare dollars on prevention.

Health Enhancement Program Requirements

You and your enrolled family members must get age-appropriate wellness exams, early diagnosis screenings (such as colorectal cancer screenings, Pap tests, mammograms, and vision exams). Here are the 2018 HEP Requirements:

PREVENTIVE SCREENINGS	AGE						
	0-5	6-17	18-24	25-29	30-39	40-49	50+
Preventive Visit	1 per year	1 every other year	Every 3 years	Every 3 years	Every 3 years	Every 2 years	Every year
Vision Exam	N/A	N/A	Every 7 years	Every 7 years	Every 7 years	Every 4	50-64. Every 3 yea 65+: Every 2 years
Dental Cleanings*	N/A	At least 1 per year	At least 1 per year	At least 1 per year			
Cholesterol Screening	N/A	N/A	Every 5 years (20+)	Every 5 years	Every 5 years	Every 5 years	Every 2 years
Breast Cancer Screening (Mammogram)	N/A	N/A	N/A	N/A	1 screening between age 35-39**	As recommended by physician	As recommended by physician
Cervical Cancer Screening (Pap Smear)	N/A	N/A	Every 3 years (21+)	Every 3 years	Every 3 years	Every 3 years	Every 3 years to age 65
Colorectal Cancer Screening	N/A	N/A	N/A	N/A	N/A	N/A	Colonoscopy ever to years or Annual FIT/FOBT to age 75

^{*}Dental cleanings are required for all members who are participating in the Partnership Plan

[&]quot;Or as recommended by your physician



The Health Enhancement Program features an easy-to-use website to keep you up to date on your requirements.



HEALTH ENHANCEMENT PROGRAM

Additional Requirements for Those With Certain Conditions

If you or any enrolled family member has 1) Diabetes (Type 1 or 2), 2) asthma or COPD, 3) heart disease/heart failure, 4) hyperlipidemia (high cholesterol), or 5) hypertension (high blood pressure), you and/or that family member will be required to participate in a disease education and counseling program for that particular condition. You will receive free office visits and reduced pharmacy copays for treatments related to your condition.

These particular conditions are targeted because they account for a large part of our total healthcare costs and have been shown to respond particularly well to education and counseling programs. By participating in these programs, affected employees and family members will be given additional resources to improve their health.

If You Do Not Comply with the requirements of HEP

If you or any enrolled dependent becomes non-compliant in HEP, your premiums will be \$100 per month higher and you will have an annual \$350 per individual (\$1,400 per family) in-network medical deductible.

Care Management Solutions, an affiliate of ConnectiCare, is the administrator for the Health Enhancement Program (HEP). The HEP participant portal features tips and tools to help you manage your health and your HEP requirements. You can visit www.cthep.com to:

- View HEP preventive and chronic requirements and download HEP forms
- · Check your HEP preventive and chronic compliance status
- · Complete your chronic condition education and counseling compliance requirement
- · Access a library of health information and articles
- · Set and track personal health goals
- . Exchange messages with HEP Nurse Case Managers and professionals

You can also call Care Management Solutions to speak with a representative.

Care Management Solutions (877) 687-1448 Monday – Thursday, 8:00 a.m. – 6:00 p.m. Friday, 8:00 a.m. – 5:00 p.m.

www.cthep.com



YOUR BENEFIT RESOURCES

Office of the State Comptroller, Healthcare Policy & Benefit Services Division

www.osc.ct.gov/ctpartner 860-702-3560

UnitedHealthcare Oxford

http://partnershipstateofct.welcometouhc.com

Prior to Effective Date: 1-800-760-4566 After Effective Date: 1-800-385-9055

Caremark (Prescription drug benefits)

www.caremark.com 1-800-318-2572

CIGNA (Dental and Vision Rider benefits)

www.cigna.com/stateofct 1-800-244-6224

Health Enhancement Program (HEP) Care Management Solutions (an affiliate of ConnectiCare)

> www.cthep.com 1-877-687-1448

For details about specific plan benefits and network providers, contact the insurance carrier. If you have questions about eligibility, enrolling in the plans or payroll deductions, contact your Payroll/Human Resources office.

APPENDIX D

MEMORANDUM OF AGREEMENT

The Board shall establish a committee to review and make recommendations regarding the process by which administrators may register concerns and/or complaints about the Superintendent of Schools (the "Communication Procedures Committee"). The Communication Procedures Committee shall consist of two Board members designated by the Board; the Interim Superintendent of Schools or the Superintendent of Schools (as applicable); the Director of Human Resources and General Administration; the President of the Association; and up to three other employees designated by the Association. The Communication Procedures Committee shall provide its recommendations to the Board and the Association (through the respective designees of these parties), and the Board and the Association shall mutually agree, through the collective bargaining process, on which recommendations, if any, to adopt. The Communication Procedures Committee shall hold its first meeting by December 2, 2019, or by such other time to which the Board and the Association mutually agree.

WESTPORT BOARD OF EDUCATION

WESTPORT INTERMEDIATE ADMINISTRATORS ASSOCIATION