NEWTOWN FEDERATION OF TEACHERS

AND

NEWTOWN BOARD OF EDUCATION

2023-2026

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AGREEMENT

THIS AGREEMENT is made and entered into by and between the NEWTOWN BOARD OF EDUCATION (hereinafter referred to as the "Board") and the NEWTOWN FEDERATION OF TEACHERS, LOCAL 1727, AFT, CONNECTICUT FEDERATION OF TEACHERS, AFL-CIO (hereinafter referred to as the "Federation").

1. RECOGNITION

The Board recognizes the Newtown Federation of Teachers as the exclusive bargaining representative for all its certified professional employees occupying positions requiring a teaching or special service certificate, including employees working under durational shortage area permits (DSAP), other than temporary substitutes and excluding the Superintendent, Assistant Superintendent, Business Manager, Director of Pupil Services and all personnel covered by the Newtown Association of School Administrators' contract.

2. DEFINITIONS

2.1 Unless otherwise indicated, the term "teacher", when used in this Agreement, shall refer to all employees in the unit described in Section 1.1 above. Use of the masculine, "he" or "his," herein shall also connote the feminine and use of the feminine, "she" or "her," shall also connote the masculine.

2.2 Interim Teachers. Positions which are expected to be vacant for at least forty (40) school days shall be filled by substitute teaching personnel who have met the State Certification requirements of the vacant positions. After a forty (40) school day trial period, such certificated substitute teachers shall be given the status of an interim teacher and shall thereafter be paid at the appropriate rate on the teachers' salary schedule. If a certificated teacher is unavailable, the Board shall attempt to fill such vacancy by a qualified noncertificated person.

2.3 "Days," as used in this Agreement, shall mean days when school is in session unless otherwise specified herein. During the summer months when school is not in session, "days" shall mean calendar days other than Saturdays, Sundays, and holidays unless otherwise specified herein.

3. BOARD RIGHTS

3.1 The Board reserves and retains, solely and exclusively, all its rights, express or implied, to manage the school system and its employees. The Federation agrees that the functions and rights of management belong solely to the Board and that the Association will not interfere with the Board's exercise of these rights and functions.

3.1.1 Enumerated Rights. The exclusive functions and rights of the Board include, but are not restricted to, the right to: direct the operation of the public schools in the system in all aspects; select and employ new personnel; manage the school system and the

direction of its work force; determine methods and levels of financing and budget allocation; provide, when necessary, for the transportation of students; designate the schools to be attended by the children in the system; establish the number of schools to be utilized by the system; maintain good public elementary and secondary schools and provide such other educational activities as in its judgment will best serve the interests of the system to give the children of the system as nearly equal advantages as may be practicable; maintain and operate buildings, lands, apparatus and other property used for school purposes; decide the textbooks to be used; make rules for the arrangement, use and safekeeping of the school libraries and to approve the books selected therefor; prepare and submit budgets and, in its sole discretion, expend monies appropriated to the Board for the maintenance and operation of the schools, and to make such transfers of funds within the appropriated budget as it shall deem desirable; determine, and from time to time redetermine, the number of Board personnel and the methods and materials to be employed; select and determine the qualifications of teachers required to promote the efficient operation of the school system; distribute work to teachers in accordance with the job content and job requirements determined, and from time to time redetermined, by the Board; determine the procedures for promotion of teachers; create, enforce and, from time to time, change rules and regulations concerning discipline of teachers; discipline, suspend or discharge teachers; and, otherwise take such measures as the Board may determine to be necessary to promote the orderly, efficient and safe operation of the school system.

3.1.2 Unenumerated Rights. The listing of specific rights in subsection (1) of this section is not intended to be all inclusive, restrictive or a waiver of any rights of the Board not listed which have not been expressly and specifically surrendered herein, whether or not such rights have been exercised by the Board in the past.

4. SAVING CLAUSE

If any provision of this Agreement is, or shall at any time be, found contrary to law by a final decision of a court of competent jurisdiction, then such provision shall not be applicable or performed or enforced, except to the extent permitted by law, and any substitute action shall be subject to appropriate consultation and negotiation between the parties. In the event that any provision of this Agreement is, or shall at any time be, contrary to law, all other provisions of this Agreement shall continue in effect.

5. DISCUSSION OF NEW MATTERS DURING TERM OF AGREEMENT

5.1 In order to promote better communication between the administration and the teachers, the parties hereto agree to the following:

5.1.1 Consultation by the Superintendent and/or his/her representatives with representatives of the Federation at least once a month during the school year on matters of educational policy and development, or any matters which are not covered by the Agreement and on administration of the Agreement. The parties shall exchange agenda indicating the matter they wish to discuss no later than seven (7) days prior to the scheduled meeting date, except for matters of urgency.

5.1.2 Consultation by the Principal or other head of each school and his/her representatives with the building representative(s) from the school at least once a month during the school year on matters of school policy and on implementation of the Agreement.

5.2 Other than in connection with negotiations for a successor agreement, the Board and the Federation expressly waive and relinquish the right and each agrees that the other shall not be obligated, for the duration of this Agreement, to bargain collectively with respect to any subject or matter whether or not referred to or covered in this Agreement, except as noted in Sections 5.2.1 or 5.2.2 below.

5.2.1 In the event that the Board establishes new or revised positions within the bargaining unit, the parties will negotiate the salaries and/or differentials for such positions.

5.2.2 In the event the Federation and the Board voluntarily and mutually agree to bargain over wages, hours or working conditions during the term of this Agreement, such negotiations will be in accordance with Connecticut General Statutes.

6. PROFESSIONAL NEGOTIATION

6.1 Whenever members of the bargaining unit are scheduled by the parties to participate during school hours in bargaining meetings, including mediation and negotiation sessions, they shall suffer no loss of pay.

7. STRIKES

The Federation agrees that it shall not call, authorize, instigate, sanction or condone any strike, slowdown, work stoppage or other concerted refusal to perform any assignment on the part of any employees during the period of this Agreement or any extension thereof.

8. GRIEVANCE PROCEDURE

8.1 Definitions

8.1.1 A "grievance" is a claim based upon the interpretation, meaning or application of any of the provisions of this Agreement.

8.1.2 A "grievant" is the person or persons making the claim. If a grievance affects a group or class of members of the bargaining unit, the Federation may submit such grievance, in writing, to the Superintendent directly and the processing of such grievance will commence at Level 2, provided that, the written grievance is submitted to the Superintendent within fifteen (15) days following the event or condition on which the grievance is based. Such grievance shall not be processed to a higher level unless at least one aggrieved teacher submits the grievance, in writing, in accordance with Sections 8.3.3 or 8.3.5. The fact that a grievance is not processed to a higher level because of the preceding sentence shall not bar another teacher from making a timely claim based on the same or a similar condition or event.

8.1.3 "Superintendent" for the purpose of this Section shall mean and include the Superintendent and/or his/her designee.

8.2 Purpose

8.2.1 The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the grievances which may from time to time arise. Both parties agree that these proceedings shall be kept as informal and confidential as may be appropriate at any level of the procedure.

8.2.2 Nothing herein contained shall be construed as limiting the right of any teacher having a grievance to discuss the matter informally with any appropriate member of the administration.

8.3 Procedure

8.3.1 Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum, and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.

8.3.2 Prior to filing a formal grievance, the aggrieved party may first attempt to resolve his/her issue(s) with his/her principal, or appropriate other administrative official on an informal basis. If the aggrieved party pursuing the issue is the Federation, the affected teacher or teachers shall be identified and included in the discussion.

8.3.3 No reprisals of any kind shall be taken by either party or by any member of the administration against any participant in the grievance procedure by reason of such participation.

8.3.4 Any grievant may be represented at any level of the formal grievance procedure by a Federation representative. When a teacher is not represented by the Federation, the Federation shall have the right to have representatives present to state their views at all stages of the procedure.

8.3.5 Subject to the provision of Section 8.3.4, the Federation may call upon the professional services of its parent organization for consultation and assistance at any stage of the procedure.

8.3.6 If the grievant does not file a grievance within the time limit set forth herein, such grievance shall be considered waived.

8.3.7 If the grievant fails at any level to appeal a grievance to the next level within the specified time limits, the grievance shall be deemed waived. Failure of the Board at any level to comply with time limits regarding responding to a grievance shall permit the grievant to appeal the grievance to the next level.

8.3.8 If any arbitration proceeding is held during school hours, the grievant, witnesses who actually testify, and one Federation representative (if the grievant is being represented by the Federation) will be excused for the hearing without loss of pay. If any meetings under the grievance procedure are held during school hours, the grievant and a Federation representative shall be excused to attend the meeting without loss of pay.

8.3.9 If the grievance arises out of the action of some official other than the Principal or immediate supervisor, then the grievance shall be initiated with that person as a substitute for Level One.

8.3.10 The parties shall maintain the confidentiality of all grievance meetings or hearings and Board hearing discussions and all information presented during such meetings or hearings, to the extent allowed by law. However, nothing contained herein shall be construed as to preclude intra-union communications.

8.3.11 All documents, communications and records dealing with the filing of a grievance shall be filed separately from the personnel files of the participants. Such maintenance of grievance files shall not in any way whatsoever prohibit use of the documents contained therein in any other subsequent proceeding.

8.3.12 Level One - Principal or Immediate Supervisor

A grievant shall, within fifteen (15) days following the event or condition on which the grievance is based, present a written grievance to his/her Principal or immediate supervisor (and a representative of the Federation if the grievant so desires). The Principal or immediate supervisor shall give the grievant a written response within ten (10) days.

8.3.13 Level Two - Superintendent of Schools

8.3.13.1 In the event that the grievant is not satisfied with the disposition of the grievance at Level One, he/she may file a written grievance with the Superintendent of Schools within five (5) days after the written response at Level One.

8.3.13.2 Within ten (10) days after receipt of the written grievance, the Superintendent shall meet with the grievant (and a representative of the Federation if the grievant so desires) in an effort to resolve it. The grievant shall be given a written response to his/her grievance within ten (10) days after such meeting, such response to be signed by the Superintendent and to constitute the Superintendent's decision on the grievance.

8.3.14 Level Three - Board of Education

In the event that the grievant is not satisfied with the disposition of the grievance at Level Two, he/she may submit such written grievance to the Board within fifteen (15) days after the meeting at Level Two. Within ten (10) days after receiving the written grievance, the Board shall meet with the grievant (and a representative of the Federation if the grievant so desires) for the purpose of resolving the grievance. The decision on the grievance at Level Three shall be rendered by the Board within fifteen (15) days after such meeting.

8.3.15 Level Four - Arbitration

8.3.15.1 If a grievance is not settled at Levels One, Two or Three only, the Federation may submit, if the grievant so directs in writing and the Executive Council approves, the grievance to final and binding arbitration before an arbitrator selected in accordance with the Voluntary Rules of Labor Arbitration of the American Arbitration Association, provided that, such submission is made within ten (10) days after the decision was rendered or should have been rendered at Level Three and, provided further, such grievance may be arbitrated under the American Arbitration Association's expedited rules if the parties mutually agree to do so, such agreement not to be unreasonably withheld by either party.

8.3.15.2 The arbitrator shall hear only one grievance at a time. The arbitrator shall have no authority to add to, subtract from or modify the terms of this Agreement. The fees and expenses of arbitration shall be borne equally by the parties.

8.3.15.3 The Federation agrees that the decision of the arbitrator shall be final and binding, and that this grievance procedure shall be the sole and exclusive means of resolving claims which are encompassed within the definition set forth in Section 8.1.1.

9. CLASS SIZE

9.1 Subject to the availability of funds and facilities, class sizes for the duration of this contract will be planned in accordance with this Article 9. For the purposes of this Article, "regularly scheduled class" means a class assigned to a teacher to teach on a continuing basis.

9.2 Except for the subject area referred to in Section 9.3, or for the purpose referred to in Section 9.4, regularly scheduled classes shall be planned for an average of twenty-five (25) pupils and a maximum of thirty (30) pupils.

9.3 The standards set forth in Section 9.2 shall not apply to secondary level classes in music or physical education.

9.4 The standards set forth in Section 9.2 may be modified for the following bona fide educational purposes:

9.4.1 Large group instruction.

9.4.2 Team teaching.

9.4.3 Pilot programs.

9.4.4 To take into account special needs or factors, such as safety, space and equipment, assignment of paraeducators, student capability, amount of teacher clerical work, student age, degree of individual attention required by subject matter, or State requirements.

10. TEACHING ASSIGNMENTS

10.1. Teachers initially employed by the Board shall receive their building assignments from the Superintendent's office. Grade and/or subject assignments shall be given to the new teacher by August 1 (if practicable) or at the time of hiring, whichever is later.

10.2 Teachers already in the system shall receive notification of their grade levels, programs, subjects, and room assignments for the ensuing school year no later than fifteen (15) days prior to the end of the school year. All such assignments, programs and schedules shall be tentative until such time as the Board's budget is approved by the Town. Thereafter, teachers shall be notified promptly, in writing, of any changes in their program and schedules for the ensuing school year, including the schools to which they will be assigned, the grades and/or subjects that they will teach, and any special or unusual classes or assignments they will have. Wherever possible, materials for programs shall be made available to each teacher prior to the teacher assuming responsibility for the program.

10.3 In the determination of assignments, the convenience and wishes of the teacher shall be honored to the extent that these considerations do not conflict with the instructional requirements and best interest of the school system and the pupils as determined by the Principal and/or Superintendent, as may be appropriate. Any teacher may enlist the assistance of a Federation representative in expressing the teacher's wishes as set forth in this section.

10.3.1 On or before May 1 of each school year, time shall be devoted at a faculty meeting in each elementary school for the principal to share with the faculty his/her plans for the procedures to be followed in scheduling and the making of assignments for the coming year. At that meeting, the principal shall invite the faculty's feedback and ideas. Promptly after the meeting, elementary teachers shall be given an opportunity to fill out a preference sheet regarding grade level assignments.

10.3.2 All teachers shall be given an opportunity to complete an assignment preference sheet and an opportunity to discuss their assignment preferences with their principal. In the determination of assignments, the convenience and wishes of the teacher shall be honored to the extent that these considerations do not conflict with the instructional requirements and best interest of the school system and the pupils as determined by the Principal and/or Superintendent, as may be appropriate.

10.3.3 A copy of teaching schedules, including non-teaching assignments, shall be available at each school.

10.3.4 There shall be equity in teachers' assignments pertaining to class size for the same subject.

10.3.5 There shall be equity in teachers' caseloads to the extent that these considerations do not conflict with the instructional requirements and best interest of the school system and the pupils as determined by the Superintendent or designee, as may be appropriate.

10.4 In arranging schedules for teachers who are assigned to more than one school, every reasonable effort shall be made to limit the amount of inter-school travel. If a teacher is assigned to teach classes at different schools and, as a result, is required to travel between or among different schools during the school day, the teacher shall be reimbursed at the IRS allowable rate at intervals determined by the administration and provided the teacher complies with the travel reimbursement guidelines available on the Board's website. No teacher will be eligible for any reimbursement for travel expenses unless he/she actually used his/her own automobile.

10.5 The Board shall make every reasonable effort to assure that pupils are taught by teachers working within their areas of competence. Teachers will not be assigned, without their consent, to subjects or grade levels outside the scope of their teaching certificates.

10.6 Teacher assignments shall be made without regard to age, race, creed, color, religion, sex, nationality, marital status, disability, ancestry, genetic information, sexual orientation or gender identity or expression.

10.7 No teacher will be regularly assigned more than five (5) instructional periods per day, on a weekly average, without his/her consent. Each building will post opportunities for teaching additional classes in accordance with Section 11.1. A teacher who consents to regularly teaching more than five (5) instructional periods per day, on a weekly average, shall be compensated at the rate of 1-7th of his/her daily rate per period. This Section shall be applicable only to the intermediate, middle and high schools.

10.8 In lieu of a duty a teacher may be assigned to the learning and/or tutorial center to work with students within the area of their certification.

10.8.1 All cafeteria duties shall be rotated on an equitable basis as determined by the principal and/or Superintendent, as may be appropriate.

10.8.2 Bus duties shall be rotated on an equitable basis in each school.

11. VACANCIES AND NEW POSITIONS

11.1 When the Board decides to fill a vacancy or new position within the teachers' bargaining unit, it shall email all certified staff via district email and post notice of the vacancy or new position on the district's website for a period of five (5) days. Such notification shall indicate that interested candidates shall apply for the position using the district's electronic process. The proper notice of such a vacancy or new position shall clearly set forth the responsibilities, qualifications, and salary. The Board shall also notify the President of the Federation or designee regarding such postings by email at the time of such postings. Qualified bargaining unit applicants shall be granted an interview. Where there are two or more applicants for any such vacancy or new position, the Superintendent will make his/her decision based on qualifications and seniority. Qualifications means certification, educational background, previous experience, evaluations, bona fide occupational qualifications and recommendations.

11.2 The Board shall inform teachers of all vacancies and new positions in the administrators' bargaining unit by posting a notice of that vacancy or new position on the district's website for a period of five days and shall email all certified staff via district email.

11.3 Vacancies and new positions which occur in both the teachers' and the administrators' bargaining units during the summer vacation shall be posted in accordance with Section 11.1.

11.4 At any time during the calendar year, a teacher who desires to apply for any vacancy or new position (in either the teachers' or the administrators' bargaining unit) shall file his/her application, online, with the Superintendent within the time limit specified in the notice.

12. RESIGNATION & RETIREMENT

Any teacher intending to resign or retire shall give written notice to the Superintendent as soon as the teacher has a firm intention to resign/retire, but in no event later than forty-five (45) days prior to the effective date of the resignation/retirement. When it is determined by the Superintendent that it is in the best interests of the individual resigning/retiring and the school system, the Superintendent may waive all or part of the forty-five day notice requirement.

13. HEALTH EXAMINATIONS

When the Board believes that a teacher's professional competence has been so impaired by a physical or psychiatric condition that it is questionable whether the teacher's employment should be continued, the Board may, at its discretion and at its expense, require the teacher to submit to a medical or psychiatric examination, or both, advising the teacher of its reasons (in writing, if so requested in writing by the teacher) for requiring such examination. The teacher shall have the right to advise the Federation of the Board's action and shall further have the right to select the professional person or persons to perform such examination from a list of three (3) professional persons empaneled by the Board. In connection with such examination, the teacher shall have the right to require the examining physician to consult with the teacher's own physician, or his/her choice of psychiatrists. Such examination shall be kept as confidential as the law allows.

14. EVALUATIONS AND PERSONNEL FILES

14.1 Teachers shall have the right to inspect their personnel files, to receive photocopies of any materials therein within two working days, and to attach a written comment to any evaluation or report in such file.

14.2 Administrators may place information of a positive nature indicating special competencies, achievements, performances or contributions of an academic, professional or civic nature in teachers' personnel files.

14.3 ADVANCED NOTICE OF NEGATIVE MATERIALS. No critical or negative material shall be placed in a teacher's personnel file unless the teacher has had an opportunity to read the material and affix his/her signature on the actual copy to be filed. The teacher shall so affix his/her signature when requested to do so with the understanding that such signature merely signifies that he/she has read the material to be filed reserving the right to respond by addenda affixed to such material. If the employee does not sign the material within five working days, the administrator will forward the material for placement in the personnel file with notation that the teacher has failed to sign. The Office of the Superintendent shall be the sole custodian of all personnel files. No prior critical or negative material may be used in a disciplinary proceeding against a teacher unless it has been placed in the teacher's personnel file in accordance with the procedure specified herein.

15. PROTECTION OF TEACHERS

15.1 In the event of any dispute between a teacher and a student, the teacher involved shall be consulted with respect to the incident. The teacher may be accompanied by a Federation representative.

15.2 Teachers shall report immediately, in writing, to their Principal and to the central office all cases of assault suffered by them in connection with their employment.

15.3 Such report shall be forwarded through the Superintendent to the Board which shall comply with any reasonable requests from the teacher for information in its possession not privileged under law or covered by the Federal Educational Rights and Privacy Act which relates to the incident or the persons involved.

15.4 The Board agrees to provide indemnification and legal counsel to defend any teacher in accordance with Section 10-235 of the Connecticut General Statutes.

15.5 Whenever a teacher is absent from school as a result of personal injury compensable under Connecticut Workers' Compensation law, and caused by an assault arising out of and in the course of his/her employment, he/she shall be paid his/her full salary for the period of such absence for up to one calendar year without having such absence charged to the annual sick leave or accumulated sick leave. Any amount of salary payable pursuant to this Section shall be reduced by the amount of any Workers' Compensation award for temporary disability due to the said assault injury for the period for which such salary is paid. The Board shall have the right to have the teacher examined by a physician designated by the Board for the purpose of establishing the length of time during which the teacher is temporarily disabled from performing his/her duties; and, in the event that there is no adjudication in the appropriate Workers' Compensation proceeding for the period of temporary disability, the opinion of the said physician as to the said period shall control.

15.6 No teacher shall be disciplined except for just cause. Termination or non-renewal of a teacher's contract of employment shall not be subject to this Article but, rather, shall be in accordance with state law and shall not be subject to the grievance and arbitration procedure set forth in Article 8 of the Agreement.

15.7 All notifications of suspensions must be in writing to the teacher with the reason. Simultaneous notification shall be given to the Federation.

16. TEACHER FACILITIES

The Board and the Federation agree that each school should have the following facilities and further agree that the educational specifications for any new school buildings will contain plans for the following facilities:

16.1 Space in each classroom in which teachers may safely store instructional materials and supplies (unless other convenient storage space is provided).

16.2 A teacher work area containing adequate equipment and supplies to aid in the preparation of instructional materials.

16.3 An appropriately furnished room, which shall include a telephone, to be used as a faculty lounge, said room to be in addition to the aforementioned teacher work area.

16.4 Well-lighted and clean teacher rest rooms and classrooms.

16.5 Adequate parking space conveniently located at each school.

17. USE OF SCHOOL FACILITIES

17.1 The Federation will have the right to use school buildings, without cost, at reasonable times for meetings, provided, however, that the Federation will be required to pay any additional custodial cost involved by reason of said meeting. The Principal of the building in question will be requested for permission in advance of the time and place of all such meetings in order to provide the Principal with sufficient time to schedule such facilities.

Use of school office equipment for Federation needs shall be freely granted when such equipment is not in use. The costs of any materials used will be borne by the Federation.

17.2 The Federation shall have the right to put up and maintain one (1) bulletin board in each school building, which will be placed in the faculty lounge, for the exclusive purpose of displaying notices, circulars and other Federation material. Copies of all such material will be given to the building Principal in advance of posting, but his/her advance approval will not be required. The Federation agrees that it will not post any material which is derogatory to the administration, the Board of Education or any member thereof, or the school system.

17.3 Teachers may not use school facilities or property for purposes of private gain without the permission of the Board of Education. The Board shall not permit the use of teachers' mailboxes for personal gain or political propaganda.

17.4 The Federation President shall be released from one non-teaching duty for one period during each school day in order to attend to the processing of grievances, or to meet with the Superintendent or other Administrators.

18. SCHOOL CALENDAR

18.1 If the Board decides to lengthen the student school year beyond 183 days, the Board agrees to compensate teachers for each student school day above 183 days at the rate of fifty-three one-hundredths of one percent (.53%) of the applicable step on the salary schedule.

Compensation for teachers shall be based on a 187-day work year. If the Board decides to change the length of the teachers' work year, the Board agrees to proportionately adjust the applicable teachers' salary schedule for each day added or subtracted from 187 days. The Board further agrees to provide the Federation with a minimum of thirty (30) days' notice prior to the date of actual change in the teacher's work year. For 2023-24, 2024-25 and 2025-26, the work year will not be reduced below 187 days.

18.2 There shall be no more than seven (7) non-student days during the employment year.

18.3 After the adoption of the district calendar, the Superintendent shall consult with the President of the NFT and the school principals and then notify the staff prior to June 15 which day in the next school year will be a professional day in which there will be no required district or building meetings to which individual teachers will be directed to attend by their supervisors.

18.4 Additional Work Days for School Counselors

School Counselors in grades K-4 are required to work up to three (3) extra days (as determined by the Superintendent) beyond the one-hundred-eighty-seven days defined in Section 18.1 of this Agreement as the teacher work year.

School Counselors in grades five (5) through eight (8) are required to work up to six (6) extra days (as determined by the Superintendent) beyond the one-hundred-eighty-seven days defined in Section 18.1 of this Agreement as the teacher work year.

School Counselors in grades Nine (9), Ten (10), Eleven (11) and Twelve (12) are required to work up to ten (10) extra days (as determined by the Superintendent) beyond the one-hundred-eighty-seven days defined in Section 18.1 of this Agreement as the teacher work year.

School counselors, who work such extra days, will be compensated on a per-diem basis for the set number of extra days worked.

18.5 Additional Work Days for K-4 Math/Science Specialists and 5-8 Math Specialists

Math/Science Specialists in grades K-4 and Math Specialists in grades 5-8 are required to work five (5) extra days beyond the one-hundred-eighty-seven (187) days defined in Section 18.1 of this Agreement as the teacher work year.

Math/Science Specialists for grades K-4 will be compensated an additional five percent (5%) of their base salary. Math Specialists for grades 5-8 will be compensated an additional eight percent (8%) of their base salary.

An appointment as a Math/Science Specialist or a Math Specialist shall be made by the Superintendent, upon recommendation by the Building Principal, for no more than one (1) year, provided that an incumbent Math/Science Specialist or Math Specialist may be appointed to serve multiple one (1) year terms. Appointments to the position of Math/Science Specialist or Math Specialist shall be made on or before April 15 of each year.

18.6 Additional Work Days for Library Media Specialists

Library media specialists in grades Kindergarten (K), One (1), Two (2), Three (3), and Four (4) are required to work up to three (3) extra days (as determined by the Superintendent) beyond the one-hundred-eighty-seven days defined in Section 18.1 of this Agreement as the teacher work year.

The library media specialists in grades five (5) through eight (8) are required to work up to five (5) extra days (as determined by the Superintendent) beyond the one-hundred-eighty-seven days defined in Section 18.1 of this Agreement as the teacher work year.

Library media specialists in grades Nine (9), Ten (10), Eleven (11), and Twelve (12) are required to work up to ten (10) extra days (as determined by the Superintendent) beyond the one hundred eighty-seven days defined in Section 18.1 of this Agreement as the teacher work year.

Library media specialists, who work such extra days will be compensated on a per-diem basis for the set number of extra days worked.

18.7 Additional Work Days for K-8 Reading/Language Arts Consultants

Reading/Language Arts Consultants in grades K-8 are required to work five (5) extra days beyond the one-hundred-eighty-seven (187) days defined in Section 18.1 of this Agreement as the teacher work year.

Reading/Language Arts Consultants for grades K-4 will be compensated an additional five percent (5%) of their base salary. Reading/Language Arts Consultants for grades 5-8 will be compensated an additional eight percent (8%) of their base salary.

An appointment as a Reading/Language Arts Consultant shall be made by the Superintendent, upon recommendation by the Building Principal, for no more than one (1) year, provided that an incumbent Reading/Language Arts Consultant may be appointed to serve multiple one (1) year terms. Appointments to the position of Reading/Language Arts Consultant shall be made on or before April 15 of each year.

19. SCHOOL DAY

19.1 Teachers shall arrive prior to the opening of the school day in sufficient time to prepare for a professional undertaking of the day's involvements. Typical schedules will begin not more than one-half hour before the start of class or homeroom period and end not more than one hour per day after the close of classes, not to exceed one hour per day.

Teachers may be required to remain before/after school for up to one hour to attend the staff meetings, which will be held on Tuesdays:

- One day each month - building meeting called by the principal
- One day each month - subject field groups, grade level groups, special groups or individual meetings authorized by the Superintendent, or other meetings called by the Superintendent
- One hour meeting per month for professional development work authorized by the Superintendent

If a meeting scheduled for a Tuesday is canceled due to a school closing or early dismissal the Administration will reschedule the meeting for another day (not necessarily on Tuesday), with notice of at least one week for teachers

19.2 The Superintendent or his/her designee may establish working schedules for certified staff that are not identical to the standard school day. Full-time teaching staff assigned to such schedules shall not be required to work more hours in a typical week than the total number of weekly hours worked by the average full-time teacher. Nothing herein, however, changes the normal practice that teachers fulfill job responsibilities outside of the regular school day.

19.3 Classroom teachers may leave the building soon after the student dismissal on days when they are not required to assist students in need of special help, supervise students who arrive or depart outside the normal working schedule, take part in parent--teacher conferences, assist in the supervision of student activities which occur out of regular school hours or to engage in any other duty, assignment, meeting or activity. Attendance shall not be required, however, at more than six (6) evening meetings per school year.

20. ATTENDANCE

20.1 Compliance with school hours and regular attendance at staff, workshop, professional learning community workshops or in-service training meetings, as well as all regularly scheduled classes, shall be expected of all teachers.

20.2 If the teacher is going to be absent for any reason, he/she shall notify the Principal or his/her designee of his/her absence and the reason therefor as soon as possible prior to the absence but in no event later than ninety (90) minutes prior to the time when the teacher is scheduled to report to school, unless he/she is prevented from doing so because of an illness or accident or similar reason beyond his/her control, in which case he/she, or someone for him/her, shall notify the Principal or his/her designee as soon as possible of the reason for

his/her absence and the reason for his/her failure to notify the Principal within the time limits set forth above. Failure on the part of the teacher to give the ninety (90) minute notice of absence may result in progressive discipline. The teacher's notice to the Principal or his/her designee shall include his/her estimate of the duration of the absence.

Thereafter, the teacher shall be required to notify the Principal or his/her designee of any changes in said estimate as soon as they occur, but in no event shall a teacher allow five (5) working days to pass without recontacting the Principal or his/her designee unless a specific date beyond five (5) working days is established in advance by the Principal or his/her designee for such contact. For each day of unexcused absence or failure to comply with the requirements of this Section, teachers will be subject to loss of pay in an amount equal to the product of: (1) the number of such days, (2) the teacher's salary, and (3) a fraction, the numerator of which shall be the numeral one and the denominator of which shall be the number of teacher work days in the applicable employment year. The Board may also take other appropriate action, such as letter of reprimand, withholding of increment, or dismissal, as the Board shall determine after a hearing. The Board's determination and the reasons therefore shall be given to the teacher in writing.

21. DUTY-FREE LUNCH

All teachers shall have an uninterrupted duty-free lunch period daily of at least thirty (30) minutes, except in cases of emergency.

22. PREPARATION PERIOD

For the purposes of this Article, a preparation period is defined as a period during which a teacher is engaged in professional activities. Subject to temporary schedule changes resulting from teacher or paraeducator absence:

22.1 Classroom teachers for grades K-12 shall have, in addition to their lunch period, an average of one preparation period per day over a five day period. This will not result in any teacher having two consecutive days without a preparation period.

22.2 Elementary classroom teachers may utilize as preparation periods the time when special teachers (music, art, library, physical education) are in their classrooms, except when specially requested to remain in the classroom by the Principal.

22.3 On any day when a special teacher is not scheduled for an elementary classroom, or when a Principal has requested an elementary classroom teacher to remain in the classroom while the special teacher was present, alternative preparation time, of thirty (30) minutes duration, shall be provided by assignment of a paraeducator.

22.4 The Board agrees to continue its practices regarding the compensation of teachers or the provision of alternative preparation time to teachers in cases when a Planning and Placement Team meeting conflicts with scheduled preparation time as provided for in Sections 22.1 or 22.2 on any given day.

22.5 Teachers required to teach an additional class or additional students as the result of the unavailability of a substitute shall be paid $50.00 per period in the intermediate, middle and high schools and $50.00 per hour for elementary schools.

22.6 Special teachers shall have an average of five (5) preparation periods per week.

23. PAYROLL DEDUCTIONS

23.1 In addition to those payroll deductions required by law, the following agencies are eligible for payroll deductions. All requests for deductions must be in writing on approved authorization forms.

23.2 A list of approved deductions is as follows:

Newtown Federation of Teachers
Waterbury Teachers Federal Credit Union
Tax Sheltered Annuity Plans
Supplemental Life and Disability Insurance
Medical and Dental Insurance
Direct Deposit
Flexible Benefit Plan
Western Connecticut Federal Credit Union
AFLAC

23.2.1 Deductions for Tax Sheltered Annuity Plans and Waterbury Teachers Credit Union shall be as indicated by each individual contract. The Board shall not be required to honor for any month's deduction any authorizations that are delivered to it later than two (2) weeks prior to the distribution of the payroll from which the deductions are to be made.

23.2.2 The Board of Education agrees to deduct from teachers' salaries said dues when said teachers voluntarily, individually and in writing authorize the Board to do so, and to transmit to the Newtown Federation of Teachers all monies so deducted accompanied by a list of the teachers' names from whom such deductions have been made and the amount of the deduction.

23.2.3 The Federation shall, at the beginning of each school year, give written notification to the Business Office of the amount of its dues.

23.2.4 If, during the term of this Agreement, the Federation establishes plans providing welfare benefits for teachers in the unit, the Board shall honor teachers' written requests to deduct and pay portions of their salary into such plans, provided that, such deductions are lawful and do not, when combined with other deductions authorized herein, exceed the total number of deductions available under the Board's data processing facilities.

23.2.5 The Federation shall indemnify and save the Board and/or Town harmless against all claims, demands, suits, or other forms of liability or expense, including

attorneys' fees, which may arise by reason of any action taken in making deductions and remitting the same to the Federation pursuant to this Article.

24. ISSUANCE OF SALARY CHECKS

24.1 Teachers shall be paid salaries, via direct deposit, in accordance with the salary schedule attached hereto as Appendix C. Confirmation of payment shall be sent by e-mail.

24.2 Each teacher shall elect, in writing, whether he/she wishes to be paid on a twenty-six (26) equal payment schedule throughout the year, or a twenty-six (26) equal payment schedule with twenty-two of the payments throughout the school year and the last four (4) payments (balance of the year's salary) paid in a lump sum by the last payday in June. Salary deposits will be made bi-weekly, on alternate Fridays. When a payday falls on a bank or school holiday, the deposits will be made on the working day prior to the holiday.

25. DEPARTMENT CHAIRS, DIRECTOR OF SCHOOL COUNSELING AT NEWTOWN HIGH SCHOOL, MIDDLE SCHOOL AND REED INTERMEDIATE SCHOOL CURRICULUM COORDINATORS, AND LEAD TEACHERS

25.1 Department Chairs and Director of School Counseling at Newtown High School

25.1.1 An appointment as a Department Chair or as the Director of School Counseling at Newtown High School (hereinafter referred to as "Department Chair" or "Department Chairs") shall be made by the Superintendent, upon recommendation by the Building Principal, for no more than one (1) year, provided that an incumbent Department Chair may be appointed to serve multiple one (1) year terms. Appointments to the position of Department Chair shall be made on or before April 15 of each year.

25.1.2 Department Chairs will be excused from assignment to regular supervisory duties of classroom teachers, such as bus duty, study hall, detention hall, homeroom, etc.

25.1.3 A Department Chair may also be assigned by the Superintendent of Schools to carry out those activities which relate to the articulation and coordination of the Department Chair's subject matter area with that of the elementary and middle schools and with other Department Chairs.

25.1.4 Department Chairs shall be directly responsible to their Principal or such other administrator as may be designated by the Superintendent and under the supervision of such administrator for the improvement of instruction in the particular subject area assigned in the Department Chair's school.

25.1.5 A Department Chair shall be responsible for three (3) or four (4) periods of teaching per day, with the number of such teaching periods for each Department to be determined on an annual basis by the Superintendent after consultation with the Principal. The remainder of the day shall be available for supervision and department coordination.

25.1.6 The Board of Education may, at its discretion, appoint or employ Department Chairs in specific subject matter areas.

25.1.7 The responsibilities of Department Chairs shall include the evaluation of teachers, except in the case of a problematic teacher evaluation, in which case both an administrator and the Department Chair will sign the evaluation.

25.1.8 Department Chairs are required to work ten (10) days beyond the 187-day teacher work year set forth in Section 18.1 of this Agreement.

25.1.9 Department Chairs shall be compensated as follows:

25.1.9.1 by receiving additional ten percent (10%) of their base salary; and

25.1.9.2 by the additional annual payment in the amount of $100 per teaching position within the department, excluding the chairperson of the department in the case of those departments with less than ten (10) positions; or by an additional annual payment in the amount of $110 per teaching position within the department, excluding the department chair in the case of those departments with ten (10) or more positions.

25.2 Middle School and Reed Intermediate School Curriculum Coordinators

25.2.1 An appointment as Middle School and Reed Intermediate School Curriculum Coordinator shall be made by the Superintendent, upon recommendation of the Building Principal, for no more than one (1) year, provided that an incumbent Middle School and Reed Intermediate School Curriculum Coordinator may be appointed to serve multiple one (1) year terms. Appointments to the position of Middle School and Reed Intermediate School Curriculum Coordinator shall be made on or before April 15 of each year.

25.2.2 Middle School and Reed Intermediate School Curriculum Coordinators shall be directly responsible to their Principal or such other administrator as may be designated by the Superintendent and under the supervision of such administrator for the improvement of instruction in the particular subject area assigned in the Curriculum Coordinator's school.

25.2.3 Middle School and Reed Intermediate School Curriculum Coordinators are required to work five (5) days beyond the 187-day teacher work year set forth in Section 18.1 of this Agreement.

25.2.4 Middle School and Reed Intermediate School Curriculum Coordinators shall receive an additional eight percent (8%) of their base salary as compensation for their responsibilities as Curriculum Coordinators.

25.3 Lead Teachers

25.3.1 Lead teachers will receive an additional ten percent (10%) of their base salary in compensation for these duties during the school year and for ten (10) days' of additional work beyond the one-hundred-eighty-seven (187) work day year as defined in Section 18.1 of this Agreement.

25.3.2 When assigned by elementary principals, lead teachers will assist principals with all facets of the Newtown Public Schools Evaluation and Support Plan such as conferencing with teachers, observing lessons, and writing reports and evaluations (with the exception of the summative evaluation, which is the responsibility of the building administrator).

25.3.3 Lead teachers, when asked by teachers, will provide support in the creation of goals and objectives pertaining to the teacher evaluation process.

25.3.4 The teacher evaluation process remains the primary responsibility of the elementary school principals. In all instances, within the context of the Newtown Public Schools Evaluation and Support Plan, written communication, such as feedback and evaluations, will remain the responsibility of the principals.

25.3.5 The lead teacher will receive payment in the amount of $110 for each teacher they assist the principal with through the evaluation process. Lead teachers may receive payment for assisting with evaluations of up to ten (10) teachers.

25.3.6 An appointment as lead teacher shall be made for one (1) year and may be renewed if so recommended by the building principal and approved by the Superintendent of Schools for additional one-year periods. Notice of status for the following year shall be provided no later than April 15 of each year. In the event that the principal decides not to recommend the appointment of an incumbent to a lead teacher position, if requested by the incumbent lead teacher, the principal shall provide the individual with a written statement of reasons for the decision.

26. DEGREE DEFINITIONS

The salary schedules listed in the appendices of this Agreement shall be interpreted and applied in accordance with the following definitions:

26.1 Bachelor - A baccalaureate degree earned from a college or university accredited by a regional accrediting association.

26.2 Master

26.2.1 Master's degree program - A master's degree earned from a college or university accredited by a regional accrediting association.

26.2.2 University approved graduate program - The completion of thirty (30)

credits beyond the baccalaureate degree in a planned program approved, in writing, in advance, by the Superintendent and by a college or university accredited by a regional accrediting association.

26.2.3 Master's equivalency program - Thirty (30) credits in graduate study in a program approved by the Superintendent, in writing, in advance, as being equivalent to a master's degree program.

26.3 Six-year - A second master's degree from a college or university accredited by a regional accrediting association; or thirty (30) credits in graduate study in a program approved by the Superintendent, in writing, in advance, as being equivalent to a master's degree program; or a "sixth-year certificate" from a college or university accredited by a regional accrediting association. Second master's degree programs must be approved in writing in advance by the Superintendent of Schools if they are not directly related to the individual's current teaching position.

26.4 Doctorate - An earned Doctor of Philosophy (Ph.D.) or Doctor of Education (Ed.D.) from a college or university accredited in the field in which the degree was earned by a regional accrediting association of colleges and secondary schools.

26.5 Approval by the Superintendent of a program of graduate study, under Sections 26.2 or 26.3 shall not be revocable.

27. PLACEMENT ON THE SALARY SCHEDULE

All teachers shall be placed on the appropriate step in the salary schedule, taking into consideration the following:

27.1 Degree status as defined under the Section of this Agreement entitled "Degree Definitions," provided that eligibility for placement on the appropriate step shall be determined not later than October 1st and March 1st of each year of this contract, after which no change will be made for that school year.

27.2 For teachers entering or returning to the Newtown school system, credit will be given, according to the schedule below, for previous satisfactory paid teaching experience as determined by the Superintendent in public, private and military dependency schools, provided that such experience shall have been continuous service of at least one-half of any school year. Intermittent or short-term substitute's service will not be credited as previous teaching experience.

YEARS OF CREDITED EXPERIENCE	ENTERING OR RETURNING STEP ON SALARY SCHEDULE
2	3
3	4
4	5
5	6
Over 5	At Superintendent's Discretion

For the duration of this contract the Superintendent may give full or partial credit for previous experience if he/she in his/her unlimited discretion, determines that it is in the best interest of the school system. Notwithstanding the foregoing, no newly hired teacher will be placed at a step level higher than a teacher already in the school system with the same amount of experience except in extraordinary circumstances deemed by the Superintendent to be in the best interest of the school system, provided that in any such case, the Superintendent will consult with the President of the Federation or designee prior to placing the incoming teacher on a higher step.

(a) Teacher experience interrupted by a period of five or more years may be considered for credit on the salary guide. The Superintendent will determine when it is in the best interest of the district to grant usual or partial credit.

(b) The Board of Education may give district administrators, who request reassignment to the position of teacher, credit on the salary schedule for service as an administrator provided such a reassignment does not result in a Newtown teacher losing their position as a teacher.

(c) The Superintendent may give partial credit on the salary schedule for experience in careers other than teaching if that experience is deemed by the Superintendent to entail skills and knowledge necessary to fulfill the teaching assignment.

27.3 For any year in which the parties agree in writing there shall be step advancement, each teacher presently employed in the Newtown school system will be advanced one step above his/her step on the salary schedule for each year provided the Board shall not have voted to withhold increment in his/her case, in which event the teacher must have been informed, in writing, of the specific reasons for such withholding of increments. Teachers who have reached the top step of a salary schedule and who are reemployed for the following school year shall receive the increase to which they are entitled under the provisions of Appendix C, provided the Board shall not have voted to withhold any or all of such increase, for the following school year, in the case of a particular teacher, in which event such teacher must have been informed, in writing, of the specific reason or reasons for withholding such increase.

27.4 Any teacher entering the Newtown school system who has satisfactorily completed active service in the Armed Forces of the United States of at least six (6) months' duration shall be credited with one step on the salary schedule.

27.5 Each teacher presently employed in the Newtown school system whose service is interrupted by active service in the Armed Forces of the United States shall be credited with one step on the salary schedule for each year of such service to a maximum of two steps.

27.6 Both parties recognize that compensation for academic course credits beyond a Bachelor's degree shall only be required for courses taken after the teacher has been certified to teach. Compensation is not required for courses taken after initial certification but needed

to qualify for certification in the State of Connecticut.

27.7 A teacher who reaches the maximum on the Bachelor's Degree Schedule will move directly across to the Master's Degree schedule if a Master's Degree is granted mid-year, and up one step at the beginning of the school year.

28. INSURANCE

28.1 The Board shall offer a High Deductible Health Plan/HSA plan (the "HSA Plan") as set forth in Appendix D with the following deductibles

2023-24: $2,250 for single coverage and $4,500 for dependent coverage

2024-25: $2,250 for single coverage and $4,500 for dependent coverage

2025-26: $2,250 for single coverage and $4,500 for dependent coverage

During each year of this Agreement, post-deductible drug co-payments of $10/30/50 shall apply.

The HSA plan shall include a health savings account feature ("HSA"), which deductibles shall be funded by the Board at 45% for the 2023-24, 2024-25, and 2025-26 contract years. The HSA plan is summarized in Appendix D. The HSA plan will be the only medical insurance plan available to employees.

One-half of the Board's annual HSA contribution will be deposited into the HSA accounts in September, and the remaining one-half of the Board's annual HSA contribution toward the HSA deductible will be deposited into the HSA accounts in January.

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 teachers. The Board shall have no obligation to fund any portion of the HSA deductible for retirees or other individuals upon their separation from employment.

Wellness Incentive: The HSA plan set forth in this Article shall include a wellness incentive program, designed to provide early diagnosis and appropriate information to patients so that they and their health care professionals can determine appropriate, timely courses of treatment as needed. The wellness program will include preventive physical examinations. If the teacher and the teacher's spouse (if applicable) complete one preventive physical examination during the term of the contract, the Board will make a one-time contribution into the teacher's HSA, in the following amounts, as applicable:

Individual coverage:	$100
Family coverage:	$200

For the purposes of this paragraph, the measurement period for completing the physical examination will be the period beginning July 1, 2023 and ending December 31, 2025. The Board will make its additional HSA contributions by June 30, 2026.

A Health Reimbursement Account ("HRA") shall be made available for any teacher who is precluded from participating in a Health Savings Account ("HSA") because the teacher receives Medicare and/or veterans' benefits. The annual maximum reimbursement by the Board for teachers participating in the HRA shall not exceed the dollar amount of the Board's annual HSA contribution for teachers enrolled in the HSA.

28.1.1 The Board reserves the right to study alternative health insurance plans with different carriers and to change insurance carriers on health insurance provided the following steps occur:

1. The plan suggested as an alternative must contain coverage and benefits and administration comparable to the plans presently in place at no additional cost to the employee, and such alternate plan must be subject to the rules and regulations of the State Insurance Commissioner's Office.

2. The Union shall have an opportunity to study the proposed plan for a period of thirty (30) calendar days.

3. If at the end of the aforementioned thirty (30) calendar days there is a disagreement between the parties on whether or not the plan offers the requisite coverage, benefits, portability, and administration, then the issue will be sent to a mutually selected arbitrator. If the parties are unable to agree on an arbitrator, the American Arbitration Association shall be required to appoint an arbitrator with expertise in the health insurance field in accordance with its rules and regulations. The decision of the arbitrator shall be binding on the parties. If the arbitrator rules that the Board's proposed alternate carrier meets the criteria outlined in Section 28.1.1.1 and the Board changes carriers, the standards outlined in 28.1.1.1 must be maintained during the life of the contract. The Union shall retain the right to ask the arbitrator to reinstate the original carrier if the standards outlined in 28.1.1.1 are not maintained.

28.1.2 (a) The teachers shall pay the following percentages of the expenses for group health and dental insurance coverage for each full time teacher, spouse and child:

2023-24	2024-25	2025-26
23.5%	24%	24%

(b) Premium contributions will be deducted in equal payments as a regular part of the bi-weekly payroll program.

28.2 Life Insurance - The Board shall pay the complete expense of group life insurance coverage for each full-time teacher in the amount of $100,000 per teacher. Teachers may purchase at their own expense additional insurance in increments of $10,000 provided the Board's life insurance carrier permits employees to do so.

28.3 Annually, each teacher shall fill out a form, provided by the Board, which shall provide the Board with information concerning any other health, hospitalization, or major medical insurances that provide coverage for the teacher, his or her spouse, and/or his or her dependents.

28.4 All full-time teachers must complete six (6) full months of employment before they shall be eligible for dental insurance coverage.

28.5 Any teacher wishing to purchase "stand alone" dental insurance will be able to do so by contributing the applicable percentages for dental insurance as set forth in Section 28.1.2.

28.6 For all purposes under this Article dependent children shall be defined as:

(a) set forth in Connecticut General Statute 38a-554 as amended; and

(b) the employee's dependent unmarried children who are incapable of self-sustaining employment by reason of mental or physical disability.

In the event of a question about a dependent receiving insurance coverage, the Board may require the employee to provide a copy of that portion of the employee's Federal Income Tax Return which lists dependents, or other legal documents showing the employee's legal responsibility to provide health insurance.

28.7 If the Board determines that the total cost of a group health plan offered under this contract may trigger an excise tax under Internal Revenue Code Section 4980I, or any other local, state or federal statute or regulation, during the term of this contract, the Board and the Federation will, upon the request of the Board, engage in mid-term negotiations regarding the impact of such excise tax, in accordance with the Teacher Negotiation Act (TNA). Such midterm negotiations may include proposals designed to address the increased costs of insurance coverage including but not limited to, proposals designed to: modify the plan so as to reduce the cost of the plan below the excise tax thresholds and/or reduce the amount of any applicable excise tax, revise employee contributions to the costs of health insurance coverage, and/or allocate the responsibility for increased costs associated with the imposition of the excise tax.

29. COURSE WORK REQUESTED BY SUPERINTENDENT

Upon the request of the Superintendent, or upon the request of a teacher and the approval of the Superintendent, the Board shall reimburse teachers who undertake and satisfactorily complete selected studies for the benefit of the Newtown public schools for

tuition and books in one lump sum. These expenses shall be considered as reimbursement of out-of-pocket disbursements and shall not be considered part of the teacher's scheduled annual salary.

30. TRAVEL EXPENSES

Teachers required to travel by the Board on educational trips shall be reimbursed at the IRS allowable rate. No teacher will be eligible for any reimbursement for travel expenses unless he/she actually used his/her own automobile.

31. SICK LEAVE AND OTHER DISABILITY LEAVES

31.1 All teachers shall be granted annually fifteen (15) days of sick leave with full pay. Unused sick leave will be accumulated up to but not in excess of the number of days in the work year. Teachers may utilize up to five (5) accumulated days of sick leave annually for purposes of caring for an ill member of the teacher's family. For purposes of this section, "family" is defined as a teacher's spouse, child, or other family member who resides in the teacher's home.

31.2 For absence for sickness beyond accumulated sick leave, teachers may, at the discretion of the Board, receive the difference between their regular pay and the substitute's pay.

31.3 Whenever a teacher is absent from school as a result of personal injury caused by an accident arising out of, and in the course of his/her employment, he/she shall be paid his/her full salary (less the amount of any Workers' Compensation award made for temporary disability due to said injury) for the period of such absence up to six (6) months from the date of the injury without having such absence charged to his/her annual or accumulated sick leave.

31.4 Whenever a teacher remains eligible to receive benefits under the Workers' Compensation laws after the provisions of Section 31.3 above have been exhausted, the teacher may use his/her unused sick leave to make up the difference between the daily Workers' Compensation benefits and his/her regular daily rate of pay, in which event his/her accumulated sick leave account shall be charged on a non-prorated basis.

31.5 Maternity Leave/Child Rearing Leave

31.5.1 Maternity Leave shall be treated as a temporary disability and shall be provided in accordance with state and federal laws.

31.5.2 Child Rearing Leave for a period of a full school year shall be granted to teachers, provided a request is submitted at least six (6) months prior to the start of the school year, and the leave begins not more than six months before and not more than 12 months after the birth or adoption of a child. Other requests for childrearing leave shall be subject to the approval of the Superintendent.

32. CONFERENCE LEAVE

The Superintendent, upon request from a teacher, may grant convention or conference leaves, or permission to observe an activity in another school building or school system, to teachers without loss of pay; and the Superintendent may also, on behalf of the Board, agree to the payment of all or part of the expenses of attendance.

33. EXCHANGE TEACHERS LEAVE

At the discretion of the Board, in any year teachers may be exchanged for teachers from some other school administration district in the United States or in a foreign country with the teacher's consent. All rights and privileges of the exchanged Newtown teacher shall continue in full force and effect during the exchanged period.

34. GENERAL LEAVE

34.1 Because the Board and the Federation firmly believe that they should work together to promote an ever greater degree of professional proficiency, upon recommendation of the Federation and/or Superintendent, a teacher may be granted leave by the Board, with loss of the amount of salary which is paid to such teacher's substitute, to attend programs of study which result from foundation or scholarship grants and which necessitate personal presence in advance of the close of the school year.

34.2 Military leave shall be granted in accordance with state and federal laws.

34.3 Leaves of absence will, under normal circumstances, be granted by the Board for compelling personal reasons, such leaves to be without pay and without experience credit on the salary schedule and for a duration to be agreed to by the Board.

34.4 A teacher who returns to work upon termination of any leave of absence shall be reinstated in his/her previous position, if available, or to an equivalent position for which he/she is qualified, provided that such reinstatement does not require the Board to violate any other teacher's rights under law.

34.5 At the discretion of the Board, other extended leaves not covered by this Agreement, with or without salary, may be granted upon recommendation of the Federation and/or the Superintendent. No experience credit on the salary schedule shall be granted for the period of such leave.

34.6 A teacher on an extended leave of absence under the provisions of this Article or Article 31 shall give the Board reasonable advance notice, in writing, of intent to return, indicating the anticipated date when the leave will terminate. A teacher whose leave is scheduled to terminate at or after the beginning of the subsequent school year shall give such notice not later than February 15th of the preceding school year. The Board shall send the teacher a written reminder, addressed to his or her last address of record, notifying the teacher that such a notice is due, not later than ten (10) calendar days in advance of such February

15th date. In the case of all other extended leaves of absence, at least sixty (60) days' notice shall be given. Failure to give notice as required herein shall, at the Board's option, be treated as a voluntary resignation of employment.

35. PERSONAL DAYS

35.1 All teachers shall be entitled to five (5) days leave of absence with pay each school year for legal, religious, business or family matters, i.e., birth of child, marriage, serious illness in the teacher's household or immediate family, which requires absence during school hours. Leaves of absence for these purposes shall be in addition to any sick leave accumulated. Except as provided in Section 35.4 below, it is expressly agreed that such leaves are not to be used for extension of vacation periods, or holidays.

35.2 Teachers shall be granted leave with full pay for a period of five (5) days following a death in the household or immediate family defined as spouse, children, siblings, stepchildren, grandchildren, parents, stepparents, foster parents, guardians, brother-in-law, sister-in-law, mother-in-law and father-in-law and grandparents. Additional leave may also be granted at the discretion of the Superintendent for special circumstances. The Superintendent's decision regarding any request for such additional leave shall not be subject to the grievance and arbitration procedure set forth in Article 8 of the Agreement

35.3 Requests for personal leave shall be made, in writing, to the immediate supervisor at least seven (7) calendar days before taking such leave (except in the case of emergency) and the teacher shall state the reason for taking such leave as set forth in Section 35.1. Such leave shall be granted except in cases of extreme hardship or disability to the school system.

35.4 An absence immediately before or after a vacation or between May 1 and the end of the school year shall not be compensated unless specific approval for such compensation is given before an absence by the Superintendent or Assistant Superintendent, after written application has been made by the teacher with a copy to the Principal. In no case shall a teacher request to use more than two (2) days in any school year under the portion of this paragraph pertaining to an absence immediately before or after a vacation. In no case shall a teacher request to use more than three (3) days in any school year under the portion of this paragraph pertaining to an absence between May 1 and the end of the school year.

35.5 For leaves of absence other than those covered by any portion of this Agreement, the rate of deduction from the teacher's salary shall be determined by subtracting from the teacher's salary for each day of absence the amount derived by multiplying the teacher's salary by a fraction, the numerator of which shall be the numeral one and the denominator of which shall be the number of teacher work days in the applicable employment year.

36. GENERAL

36.1 The Board agrees to continue its practice of paying teachers for selected committee and curriculum work which requires teacher involvement on weekends or in the evening or over school vacation periods, such as the summer break. When such work is done at the request of the Board, teachers shall be compensated at the rate of $50.00 per hour. Group leaders will receive an hourly rate 20% higher than other teachers. Teachers who receive additional compensation for additional responsibilities (*i.e.*, Department Chairs, Curriculum Coordinators, Lead Teachers, Math Specialists, Math/Science Specialists, Reading/Language Arts Consultants, and the Director of School Counseling at Newtown High School) shall not be eligible for the compensation in this subsection for subject-specific committee meetings (*e.g.*, math committee meetings).

36.2 The Board agrees to continue its practice of paying teachers for certain student support work outside the teacher work day as such work day is described in Article 19 (*e.g.*, teacher monitoring of students, group tutoring at the K-4 level). When such work is done at the request of the Board, teachers shall be compensated at the rate of $50.00 per hour.

36.3 When teachers are formally requested by either the Superintendent, the Assistant Superintendent or the building principal to attend a workshop during the summer which is considered to be an integral part of the district's goals, they will receive $200 per day, pro-rated for less than six (6) hours for their attendance. The school system may offer teachers the opportunity to attend another category of workshops entitled "Voluntary Attendance Workshops" for which there may be no remuneration other than the school system providing for the cost of the consultant.

37. TEACHER RESPONSIBILITIES

37.1 Individual parent-teacher conferences, instituted by either the parents or the teachers, are an integral part of a good educational system. The current practice of encouraging and holding such conferences between individual members of the staff and parents shall continue. Unless otherwise determined by the Board in accordance with Section 10-153d(b) of the Connecticut General Statutes, elementary schools will have early dismissals on four (4) consecutive days in the Fall and Spring to provide time for parent-teacher conferences in conjunction with submission of pupils' report cards. The four (4) days will be scheduled during a two-week period by the Principal after consultation with the teachers and the Federation representative in the school building. In addition, teachers will make reasonable efforts to accommodate those parents unable to visit the schools during the day. If experience demonstrates that as much as four (4) days is not essential to accomplish these goals then, the number of days may be lessened by the Superintendent.

37.2 The Board and the Federation agree that effective lesson planning is a necessary and important part of the educational process. Lesson planning will be carried out in accordance with guidelines to be established by the Administration, with input from teachers.

37.3 The Board and the Federation recognize the importance of timely and effective

communication with students and parents regarding the academic progress of students, the curriculum, assignments, homework, assessments, grading and other aspects of the educational program. The Board and the Federation also recognize that such communication will occur by various means, including phone calls, emails, use of the school district's website and other elements of the district's technology program. Such communication will be carried out in accordance with guidelines to be established by the Administration, with input from teachers.

38. STAFF REDUCTION

In the event of layoff, the Parties agrees to following staff reduction procedure:

1. General Statement

   Under the provisions of Section 10-220 and 10-4a of the General Statutes, the Board has the responsibility to maintain good public elementary and secondary schools and to implement the educational interest of the State. However, recognizing also that it may become necessary to eliminate certified staff positions in certain circumstances, this policy seeks to provide a fair and orderly process should such reductions in staff become necessary.

2. Reasons for Elimination of Certified Staff Positions

   It is recognized that the Board has the sole and exclusive prerogative to eliminate certified staff positions consistent with the provisions of State statutes, providing such elimination does not result in a failure in its duty as a State agency to implement the educational interests of the State to provide a good public education in Newtown.

   Elimination of certified staff positions may result from decreases in student enrollment, changes in curriculum, severe financial conditions, or other circumstances as determined by the Board.

3. Definitions

   A. As used herein the term days shall mean calendar days.

   B. As used herein the term teacher shall be any employee of the Board who holds a certificate issued by the State Board of Education and is employed in a teaching or administrative position below the rank of Superintendent.

4. Procedure

   A. Prior to commencing action to terminate teacher contracts under this procedure, the Board will give due consideration to its ability to effectuate position elimination and/or reduction in staff by:

1. Voluntary retirements
2. Voluntary resignation
3. Transfer of existing staff members
4. Voluntary leaves of absence

B. If a teacher has attained tenure status, his or her contract of employment may be terminated if his or her position is eliminated, but only if there is no other position for which that teacher is certified and qualified available in the Newtown Public Schools. This shall include first preference with regard to positions that are held by non-tenured teachers, in addition to positions that are open and available. When selecting teachers for termination under this procedure, the primary criterion to be applied will be successful teaching in the Newtown school system. Determination of those to be released within a certificate category shall be in the following order:

1. Non-tenured teacher
2. Tenured teachers holding provisional certificate
3. Tenured teachers holding professional certificate

C. The primary criterion to be used in selecting those employees who are to be considered for termination with the broad tenure categories established in Section 4.B above shall be the employee's qualifications and ability as a teacher as evidenced by teacher evaluations conducted in accordance with the district's teacher evaluation plan and other documentation regarding the teacher's conduct and performance contained in the teacher's personnel file. In addition, the following criteria will be considered in making a decision about termination of services:

1. Areas of certification
2. Teaching experience in other positions that may be available in the Newtown Public Schools
3. Degree status
4. Total years of teaching experience
5. Total years of teaching experience in the Newtown Public Schools

For the purposes of carrying out the reduction in force determination set forth above, in the event that the Superintendent determines that the qualifications and abilities of two teachers within a certification area are substantially equal, then the more senior teacher within the certification area (based on the total years of teaching experience in the Newtown Public Schools) shall be retained.

D. If the Board considers termination of the contract of a tenured teacher, it

shall authorize the Superintendent to notify the teacher in writing that termination of his or her contract is under consideration. Such initial notice shall state "This is to notify you that termination of your contract of employment is under consideration."

5. Policy Provisions Not Applicable to Promotions

Nothing herein shall require the promotion of a teacher to a position of higher rank, authority, or compensation, although the teacher whose contract is to be terminated or nonrenewed because of elimination of position is qualified and/or certified for the promotional position.

6. Reappointment Procedure

If the contract of employment of a tenured teacher is terminated because of position elimination, the name of that teacher shall be placed on a reappointment list and remain on such list for a period of two years. If a position within the area of that teacher's certification becomes open during such period and that person is considered most qualified to fill the vacancy, then that teacher will be notified by certified mail, sent to the last known address of the teacher, at least thirty (30) days prior to the anticipated date of reemployment where possible.

In determining whether a teacher is qualified for reappointment, the criteria set forth in Section 4 above shall be considered.

The teacher shall accept or reject the appointment in writing within five (5) days after receipt of notification. If the appointment is accepted, the teacher shall receive a written contract within ten (10) days of the teacher's acceptance of the offer. If the teacher rejects the appointment offer or does not respond within five (5) days after receipt of such notification, the name of the teacher shall be removed from the reappointment list.

39. DURATION

The duration of this contract shall be three (3) years beginning with the 2023-2024 school year, and shall continue and remain in full force and effect to the end of the 2025-2026 school year.

40. TUITION REIMBURSEMENT

The Board agrees to budget $50,000 per year for tuition reimbursement. Teachers shall be reimbursed as follows:

- Each teacher shall be eligible for reimbursement of up to six credits per year.
- Per credit cost shall not exceed that charged by Western Connecticut State University during the applicable semester (Fall/Spring/Summer).

- The employee must receive and produce evidence of having received a grade of "B" or better in the course within one month after the conclusion of the course.
- Course work must satisfy the provisions of Article 26 of this Agreement.
- The $50,000 shall be divided into halves - one for the period July 1 to December 31, and the other for January 1 to June 30.
- If requests for reimbursement exceed the amount allocated, the funds shall be divided on a pro-rata basis.
- Teachers must notify the Superintendent of enrollment in the course by August 31 for the Fall semester, January 15 for the Spring semester, and May 15 for the Summer semester, in order to be eligible for reimbursement.

IN WITNESS WHEREOF, the parties hereof have caused these presents to be executed by their proper officers, hereunto duly authorized.

NEWTOWN BOARD OF EDUCATION

By _____

Date Nov 1, 2022

NEWTOWN FEDERATION OF TEACHERS
LOCAL 1727, CONNECTICUT
FEDERATION OF TEACHERS, AFL-CIO

By _____

Date 11/1/2022

APPENDIX A
SALARY SCHEDULE FOR COACHES

1. For purposes of establishing appropriate remunerative levels within the date of sports coaching the following categories have been defined:

Category I	Football
Category II	Basketball High School Ice Hockey
Category III	Baseball High School Wrestling Softball High School Basketball Middle School Soccer Track Cross Country Swimming Lacrosse Field Hockey Volleyball Unified Sports
Category IV	Golf Tennis Weight Training Baseball Middle School Softball Middle School Cheerleading Dance Team Cross Country Middle School

2. Experience may be credited for coaching the same sport in any public or private school.

3. Whenever there is a vacancy or when a new position is created which will be paid under this schedule, the Board shall post notice of such position for ten (10) days in each of the schools before filling the position.

4. In the event that the Board decides not to reappoint a coach to a coaching position, the Board will give said coach a written statement of the reason(s) for its decision.

Coaches' Salary Schedule

2023-24

	Category I	Category II	Category III	Category IV
High School Head Coaches				
Step 1	6,577	6,335	5,759	5,156
Step 2	6,961	6,680	6,116	5,542
Step 3	7,346	7,077	6,488	5,914
High School Head Football Coach				
Step 1	7,661			
Step 2	8,110			
Step 3	8,558			
High School Assistant and J.V. Coaches				
Step 1	4,351	4,183	3,760	3,392
Step 2	4,594	4,428	4,007	3,622
Step 3	4,851	4,646	4,260	3,853
Middle School Head Coaches and High School Freshman Coaches				
Step 1	3,379	3,238	2,918	2,585
Step 2	3,569	3,428	3,111	2,764
Step 3	3,750	3,622	3,276	2,956
Middle School Assistant Coaches				
Step 1	1,770			
Step 2	1,873			
Step 3	1,978			

Coaches' Salary Schedule

2024-25

	Category I	Category II	Category III	Category IV
High School Head Coaches				
Step 1	6,643	6,398	5,817	5,208
Step 2	7,031	6,747	6,177	5,597
Step 3	7,419	7,148	6,553	5,973
High School Head Football Coach				
Step 1	7,738			
Step 2	8,191			
Step 3	8,644			
High School Assistant and J.V. Coaches				
Step 1	4,395	4,225	3,798	3,426
Step 2	4,640	4,472	4,047	3,658
Step 3	4,900	4,692	4,303	3,892
Middle School Head Coaches and High School Freshman Coaches				
Step 1	3,413	3,270	2,947	2,611
Step 2	3,605	3,462	3,142	2,792
Step 3	3,788	3,658	3,309	2,986
Middle School Assistant Coaches				
Step 1	1,788			
Step 2	1,892			
Step 3	1,998			

Coaches' Salary Schedule

2025-26

	Category I	Category II	Category III	Category IV
High School Head Coaches				
Step 1	6,709	6,462	5,875	5,260
Step 2	7,101	6,814	6,239	5,653
Step 3	7,493	7,219	6,619	6,033
High School Head Football Coach				
Step 1	7,815			
Step 2	8,273			
Step 3	8,730			
High School Assistant and J.V. Coaches				
Step 1	4,439	4,267	3,836	3,460
Step 2	4,686	4,517	4,087	3,695
Step 3	4,949	4,739	4,346	3,931
Middle School Head Coaches and High School Freshman Coaches				
Step 1	3,447	3,303	2,976	2,637
Step 2	3,641	3,497	3,173	2,820
Step 3	3,826	3,695	3,342	3,016
Middle School Assistant Coaches				
Step 1	1,806			
Step 2	1,911			
Step 3	2,018			

APPENDIX B
SALARY SCHEDULE FOR ACTIVITY POSITIONS

1. For purposes of establishing appropriate remunerative levels within the area of student activities, the following categories have been defined:

Category A		Marching Band Director Spring Musical Director
Category B	High School	Fall Drama Supervisor Ensemble (Jazz) Student Government Singers Marching Band Assistant Color Guard Director Advisor Senior Class National Honor Society Best Buddies Link Crew Auditorium Manager
Category C	High School	Advisor Junior Class Peer Leadership Spring Musical Producer Spring Musical Tech Director Technology Club International Club Orchestra Pit Director Ultimate Frisbee Esports Gay Straight Alliance World Language Honor Society
	Middle School	Drama Intramurals Student Council Yearbook Literary Magazine Jazz Band Director Dance Team
Category D	High School	Advisor Freshman Class Advisor Sophomore Class Math Team Science Club F.B.L.A. Quiz Bowl Guidance Honors Associates

Category D	High School	Peer Counseling Yearbook Newspaper Literary Magazine Art Club Interact Club Advisor Debate Team Future Teachers of America Chess Club Leo Club
	Middle School	Math Team STEAM Club Interact Robotics Club Piñata Club Gaming Club Labels are for Jars Art Club
	Elementary	Boys and Girls Athletic/Club Activities

2. Experience is credited for the sponsorship of the same activity in Newtown.

3. Teachers shall be released from performance of supervisory duties, such as bus duties, study hall, detention hall and corridor supervision, when such duties conflict with a specific performance of the activity for which they have responsibility.

4. In the event that the Board decides not to reappoint a teacher having the responsibility for the above activities, the Board will give said teacher a written statement of the reason(s) for its decision.

5. Whenever there is a vacancy or when a new position is created which will be paid under this schedule, the building principal will provide electronic notification of such position at least ten (10) days before a teacher is appointed to the position.

6. Should either the Board or the Federation of Teachers wish to reexamine the placement of a position in a specific category, a meeting will be held to re-evaluate the position.

*Each elementary school will have included in its budget provision for five (5) activity positions. These positions will be filled upon the recommendation of the building principal after consulting with the teaching staff.

Activities Salary Schedule

2023-24

	Category A	Category B	Category C	Category D	Category E
Step 1	6,604	3,442	2,335	1,914	2,890
Step 2		3,891	2,572	2,100	3,231
Step 3		4,224	2,796	2,261	3,510

2024-25

	Category A	Category B	Category C	Category D	Category E
Step 1	6,670	3,476	2,358	1,933	2,919
Step 2		3,930	2,598	2,121	3,263
Step 3		4,266	2,824	2,284	3,545

2025-26

	Category A	Category B	Category C	Category D	Category E
Step 1	6,737	3,511	2,382	1,952	2,948
Step 2		3,969	2,624	2,142	3,296
Step 3		4,309	2,852	2,307	3,580

APPENDIX C
SALARY SCHEDULES

Salary Schedule 2023-2024

For 2023-2024, there shall be a 0.50% general wage increase below the maximum step and a 2.00% general wage increase at the maximum step. Teachers not yet at the maximum step shall advance one step.

STEP	BA	MA	6th Yr
1	49,672	54,086	57,652
2	51,518	55,692	59,306
3	54,478	58,409	62,074
4	56,706	60,633	64,300
5	59,733	62,894	66,560
6	65,135	65,836	68,948
7		67,839	71,503
8		70,522	74,188
9		73,533	77,201
10		77,136	80,802
11		80,932	84,600
12		84,249	87,915
13		87,237	90,903
14		91,519	95,267
15		99,420	103,393

Note: MA step 6 has been adjusted to be one dollar over the BA + 15 salary at step 6.

Longevity Payments

Beginning of 20th Year	$1,962
Beginning of 25th Year	$3,036
Completion of 30th Year*	$4,219

*Note 30 years in Newtown

Only those teachers hired prior to July 1, 2016 shall be eligible for longevity payments.

APPENDIX C
SALARY SCHEDULES

Salary Schedule 2024-2025

For 2024-2025, there shall be a 1.50% general wage increase below the maximum step and there shall be a 2.0% general wage increase at the maximum step. Teachers not yet at the maximum step shall advance one step.

STEP	BA	MA	6th Yr
1	50,417	54,897	58,517
2	52,291	56,527	60,196
3	55,295	59,285	63,005
4	57,557	61,542	65,265
5	60,629	63,837	67,558
6	66,438	67,139	69,982
7		68,857	72,576
8		71,580	75,301
9		74,636	78,359
10		78,293	82,014
11		82,146	85,869
12		85,513	89,234
13		88,546	92,267
14		92,892	96,696
15		101,408	105,461

Note: MA step 6 has been adjusted to be one dollar over the BA + 15 salary at step 6.

Longevity Payments

Beginning of 20th Year	$1,962
Beginning of 25th Year	$3,036
Completion of 30th Year*	$4,219

*Note 30 years in Newtown

Only those teachers hired prior to July 1, 2016 shall be eligible for longevity payments.

APPENDIX C
SALARY SCHEDULES

Salary Schedule 2025-2026

For 2025-2026, there shall be a 1.8% general wage increase below the maximum step and a 2.25% general wage increase at the maximum step. Teachers not yet at the maximum step shall advance one step.

STEP	BA	MA	6th Yr
1	51,325	55,885	59,570
2	53,232	57,544	61,280
3	56,290	60,352	64,139
4	58,593	62,650	66,440
5	61,720	64,986	68,774
6	67,933	68,634	71,242
7		70,096	73,882
8		72,868	76,656
9		75,979	79,769
10		79,702	83,490
11		83,625	87,415
12		87,052	90,840
13		90,140	93,928
14		94,564	98,437
15		103,690	107,834

Note: MA step 6 has been adjusted to be one dollar over the BA + 15 salary at step 6.

Longevity Payments

Beginning of 20th Year	$1,962
Beginning of 25th Year	$3,036
Completion of 30th Year*	$4,219

*Note 30 years in Newtown

Only those teachers hired prior to July 1, 2016 shall be eligible for longevity payments.

APPENDIX C

(continued)

Bachelors + 15 Credits: All teachers on the Bachelor's schedule who have acquired 15 credits beyond the Bachelor's degree (as defined in Section 26.1) in one of the programs described in Section 26.2 shall receive an additional $700 in base salary.

Masters + 15 Credits: All teachers on the Master's schedule who have acquired an additional 15 credits beyond the Master's degree (as defined in Section 26.2.1) in one of the programs described in Section 26.3 shall receive an additional $700 in base salary

Doctorate: All teachers teaching in Newtown holding either a Ph.D. or Ed.D. shall be placed at the appropriate step on the 6th year schedule and shall receive an additional $3,000 in base salary. Those who wish consideration for the $3,000 stipend in the future must apply in advance of completing their degree for the approval of the Superintendent of Schools to be eligible to receive the $3,000 increase upon the completion of the Ph.D. or Ed.D.

School Psychologist: Teachers appointed to and performing the duties of a psychological examiner shall receive an additional five percent (5%) of their base salary for extra hours required by their job description.

Social Worker: Teachers appointed to and performing the duties of a social worker shall receive an additional five percent (5%) of their base salary for extra hours required by their job description.

Homebound Instruction: Teachers appointed to and performing the duties of a homebound instructor shall receive $50.00 per hour for each hour of instruction. This provision shall not be construed as extending the recognition clause contained in this Agreement to any person who is not regularly employed by the Board.

Professional Development Facilitators: Teachers appointed to and performing the duties of professional development coordinators shall receive, in addition to their **base** salary, compensation of 8% of their base salary.

National Board for Professional Teaching Standards Certification: Teachers who attain National Board for Professional Teaching Standards Certification shall receive compensation of $700.00 annually.

National Certification for School Psychologists: Psychologists who attain National Board Certification for Psychologists shall receive compensation of $700.00 annually.

District TEAM Coordinator: The District TEAM Coordinator will be paid an annual stipend of $2,484.

Building TEAM Facilitator: Building Team Facilitators will be paid annual stipends as follows:

K-8: $500

High School: $2,000

New Teacher Orientation Coordinator: The New Teacher Orientation Coordinator will be paid an annual stipend of $2,000.

The Afternoon Program (TAP) Co-Directors: The TAP Co-Directors will be paid annual stipends of $14,000 each.

Shared Positions: If any stipend position or any other position involving additional compensation under any provision of this Agreement is shared by more than one teacher, the applicable stipend and/or additional compensation for such position shall be divided among such teachers.

APPENDIX D
HEALTH PLAN SUMMARIES – HSA

Anthem.

Lumenos HSA Plan Summary

The Lumenos® HSA plan is designed to empower you to take control of your health, as well as the dollars you spend on your health care. This plan gives you the benefits you would receive from a typical health plan, plus health care dollars to spend your way. And you'll have access to personalized services and online tools to help you reach your health potential.

Your Lumenos HSA Plan

First – Use your HSA to pay for covered services:

Health Savings Account

With the Lumenos Health Savings Account (HSA), you can contribute pre-tax dollars to your HSA account. Others may also contribute dollars to your account. You can use these dollars to help meet your annual deductible responsibility. Unused dollars can be saved or invested and accumulate through retirement.

Contributions to Your HSA

Contributions can be made to your HSA up to the following:
$3,500 individual coverage
$7,000 family coverage

Note: [illegible] apply to all combined contributions (from new source and existing HSA dollars from [illegible]). *Showing 2019 IRS Limits, subject to annual indexing.*

Earn More Money for Your Account

What's special about your Lumenos HSA plan is that you may earn additional funds for your health account through the Healthy Rewards incentive program.

To receive funds earned through the Healthy Rewards program, you must have an open HSA with Mutual Bank or a qualified bank through which your employer sponsors your HSA.

Healthy Rewards

If you do this:	You can earn this in your HSA:
Complete the Health Assessment online	$50
Enroll in the Personal Health Coach Program	$100
Graduate from the Personal Health Coach Program	$200
Complete our Smoking Cessation Program	$50
Complete our Weight Management Program	$50

Some program requirements apply. Select age 21 or [illegible]

Plus – To help you stay healthy, use:

Preventive Care

100% coverage for nationally recommended services. Included are the preventive care services that meet the requirements of federal and state law, including certain screenings, immunizations and physician visits.

Preventive Care

No deductions from the HSA or out-of-pocket costs for you as long as you receive your preventive care from an in-network provider. If you choose to go to an out-of-network provider, your deductible or Traditional Health Coverage benefits will apply.

Then –

Your Bridge Responsibility

The Bridge is an amount you pay out of your pocket until you meet your annual deductible responsibility. Your bridge amount will vary depending on how many of your HSA dollars, if any, you choose to spend to help you meet your annual deductible responsibility. If you contribute HSA dollars up to the amount of your deductible and use them, your Bridge will equal $0.

HSA dollars spent on covered services plus your Bridge responsibility add up to your annual deductible responsibility.

Health Account + Bridge = Deductible

Bridge

Your Bridge responsibility will vary.

Beginning July 2021 Annual Deductible Responsibility
$2,250 individual coverage
$4,500 family coverage

If Needed –

Traditional Health Coverage

Your Traditional Health Coverage begins after you have met your Bridge responsibility.

Traditional Health Coverage

After your bridge, the plan pays:

100% for in-network providers	80% for out-of-network providers

Additional Protection

For your protection, the total amount you spend out of your pocket is limited. Once you spend that amount, the plan pays 100% of the cost for covered services for the remainder of the plan year.

Beginning July 2021 Annual Out-of-Pocket Maximum

In-Network and Out-of-Network Providers
$ 5,500 individual coverage
$11,000 family coverage

Your annual out-of-pocket maximum consists of funds you spend in your HSA, your Bridge responsibility and your coinsurance amounts.

If you have questions, please call toll-free 1-888-224-4896.

Anthem. Lumenos

Lumenos HSA Plan Summary

Healthy Rewards Program

Your employer will provide you with additional health care dollars in your HSA for the:

- **Health Assessment:** You and your family members can complete the Health Assessment, our online tool designed to help measure your overall health. One adult family member is eligible to earn $50 in your HSA per plan year. The health information you provide is strictly confidential.
- **Personal Health Coach:** If you qualify for the Personal Health Coach Program, you'll receive one-on-one assistance from a specially trained registered nurse to help you manage a health condition. Health conditions may include but are not limited to diabetes, asthma, depression, high blood pressure, heart disease and pregnancy. You'll receive $100 in your account for enrolling in the Personal Health Coach Program (one reward per covered person per year). You'll receive $200 for achieving your health goals and graduating from the Personal Health Coach Program (one reward per covered person per year).
- **Smoking Cessation Program:** This program helps you manage withdrawal symptoms, identify triggers and learn new behaviors and skills to remain tobacco- free. Participation is open to you and your covered family members age 18 or older, and includes counseling support and tools, including nicotine-replacement therapy coverage. You and your spouse are eligible to receive $50 in your HSA (one reward per person per lifetime) for completing this program.
- **Weight Management Program:** Our Weight Management Program is a personalized phone course designed to help you adopt lifestyle changes necessary to lose weight and maintain weight loss. A team of counselors (a registered dietitian and health educator) with expertise in weight management will help you address healthy eating, physical activity and exercise, stress management, and more. You and your covered family members age 18 and older who have a Body Mass Index (BMI) of 25 or higher are eligible for this program. You and your spouse are eligible to receive $50 in your HSA (one reward per person per lifetime) for completing the program.

To receive funds earned through Healthy Rewards, you must have an open HSA with Mellon Bank or with another bank through which your employer is sponsoring your HSA.

Summary of Covered Services

Preventive Care

Anthem's Lumenos HSA plan covers preventive services recommended by the U.S. Preventive Services Task Force, the American Cancer Society, the Advisory Committee on Immunization Practices (ACIP) and the American Academy of Pediatrics. The Preventive Care benefit includes screening tests, immunizations and counseling services designed to detect and treat medical conditions to prevent avoidable premature injury, illness and death.

All preventive services received from an in-network provider are covered at 100% are not deducted from your HSA and do not apply to your deductible. If you see an out-of-network provider, then your deductible or out-of-network coinsurance responsibility will apply.

The following is a list of covered preventive care services:

Well Baby and Well Child Preventive Care

Office Visits through age 18; including preventive vision exams.

Screening Tests for vision, hearing, and lead exposure. Also includes pelvic exam, Pap test and contraceptive management for females who are age 18, or have been sexually active.

Immunizations:
Hepatitis A
Hepatitis B
Diphtheria, Tetanus, Pertussis (DtaP)
Varicella (chicken pox)
Influenza – flu shot
Pneumococcal Conjugate (pneumonia)
Human Papilloma Virus (HPV) – cervical cancer
H. Influenza type b
Polio
Measles, Mumps, Rubella (MMR)

Adult Preventive Care

Office Visits after age 18; including preventive vision exams.

Screening Tests for vision and hearing, coronary artery disease, colorectal cancer, prostate cancer, diabetes, and osteoporosis. Also includes mammograms, as well as pelvic exams, Pap test and contraceptive management.

Immunizations:
Hepatitis A
Hepatitis B
Diphtheria, Tetanus, Pertussis (DtaP)
Varicella (chicken pox)
Influenza – flu shot
Pneumococcal Conjugate (pneumonia)
Human Papilloma Virus (HPV) – cervical cancer

If you have questions, please call toll-free 1-888-224-4896.

Summary of Covered Services (Continued)

Medical Care

Anthem's Lumenos HSA plan covers a wide range of medical services to treat an illness or injury. You can use your available HSA funds to pay for these covered services. Once you spend up to your deductible amount for covered services, you will have Traditional Health Coverage available to help pay for additional covered services.

The following is a summary of covered medical services under Anthem's Lumenos HSA plan:

- Physician Office Visits
- Inpatient Hospital Services
- Outpatient Surgery Services
- Diagnostic X-rays/Lab Tests
- Emergency Hospital Services
- Inpatient and Outpatient Mental Health and Substance Abuse Services
- Maternity Care
- Chiropractic Care
- Prescription Drugs
- Home health care and hospice care
- Physical, Speech and Occupational Therapy Services
- Durable Medical Equipment

Some covered services may have limitations or other restrictions.* With Anthem's Lumenos HSA plan, the following services are limited:

- Skilled nursing facility services limited to 120 days per calendar year.
- Home health care services are limited to 200 visits per calendar year.
- Inpatient rehabilitative services limited to 100 days per member per calendar year.
- PT, OT, ST, and chiropractic services limited to 50 combined visits per member per calendar year.
- Inpatient hospitalizations require authorizations
- Your Lumenos HSA plan includes an unlimited lifetime maximum per member for in- and out-of-network services.

*For a complete list of limitations and other items, please refer to your Policy and Coverage

Prescription Drugs – copay after deductible (when purchased from a network pharmacy*)

Retail (30 day supply)	Mail Order (90 day supply)
$10 Tier 1 copayment	$ 10 Tier 1 copayment
$30 Tier 2 copayment	$ 60 Tier 2 copayment
$50 Tier 3 copayment	$100 Tier 3 copayment

*For the out-of-network benefit, refer to the Traditional Health Coverage section

This summary of benefits has been updated to comply with federal and state requirements, including applicable provisions of the recently enacted federal health care reform laws. As we receive additional guidance and clarification on the new health care reform laws from the U.S. Department of Health and Human Services, Department of Labor and Internal Revenue Service, we may be required to make additional changes to this summary of benefits.

If you have questions, please call toll-free 1-888-224-4896.

Anthem.

Lumenos

Lumenos HSA Plan Summary

This summary is a brief outline of the benefits and coverage provided under the Lumenos plan. It is not intended to be a complete list of the benefits of the plan. This summary is for a full year in the Lumenos plan. If you join the plan mid-year or have a qualified change of status, your actual benefit levels may vary.

Additional limitations and exclusions may apply.

Anthem.

Lumenos

In Connecticut, Anthem Blue Cross and Blue Shield is the trade name of Anthem Health Plans, Inc. In New Hampshire Anthem Blue Cross and Blue Shield is the trade name of Anthem Health Plans of New Hampshire, Inc. In Maine, Anthem Blue Cross and Blue Shield is the trade name of Anthem Health Plans of Maine, Inc., Independent licensees of the Blue Cross and Blue Shield Association. ® Registered marks Blue Cross and Blue Shield Association. ® LUMENOS is a registered trademark.

If you have questions, please call toll-free 1-888-224-4896.

APPENDIX E
SIDE LETTER

In the recently concluded negotiations between the Board and the Federation, the parties reached the following additional agreements:

A. Pilot Sick Leave Bank.

1. **Membership.** There shall be a sick leave bank ("bank"), of which all teachers employed within the Newtown Public Schools for at least four consecutive years shall be members unless the teacher gave written notice to the Superintendent or designee and the Federation President prior to September 1 of the teacher's desire election not to participate in the bank. A teacher withdrawing their membership in the bank will not be able to withdraw any contributed days.

2. **Contributions.** Each member of the bank ("member") shall contribute one (1) day of their accumulated sick leave no later than September 1, 2023, September 1, 2024, and September 1, 2025, provided that the requirement of such contribution shall be waived in 2024 and/or 2025 in the event the number of sick leave days in the bank meets or exceeds one thousand (1000), or as otherwise mutually agreed by the Board and the Federation. Days contributed to the bank are non-refundable except as the Board and the Federation may otherwise mutually agree and/or in accordance with Paragraph 11 below. In the event the number of sick leave days in the bank drops below one hundred eighty (180), each member shall contribute one (1) day of their accumulated sick leave to replenish the bank. However, a member shall not be required to contribute more than two (2) sick leave days per school year.

3. **Sick Leave Bank Committee.** A sick leave bank committee consisting of two representatives selected by the Superintendent and two selected by the Federation shall be established to determine applicant's eligibility for sick leave days from the bank and the number of days to be granted. The committee shall be responsible for keeping all records related to the sick leave bank. An affirmative vote by at least three of the four persons on the committee is needed to grant sick leave bank days to an applicant.

4. **Eligibility and Conditions of Use.**

    a. A member may be granted up to forty-five (45) sick leave days from the bank per school year. No member shall receive more than a lifetime maximum of one hundred eighty (180) days from the sick leave bank.

    b. Eligibility for sick leave days from the bank shall be based on serious prolonged illness or injury preventing the member from working. A serious prolonged illness or injury is life threatening or very severe and typically will require an inpatient hospital stay or stay in a residential medical care facility or hospice. The presence of a serious prolonged illness or injury shall be documented by a medical report from the member's physician.

    c. No days may be granted from the bank unless the member has exhausted their accumulated sick leave due to serious prolonged illness or injury as described above. Sick leave days from the bank shall not be used in conjunction with any other leave.

d. The decisions of the sick leave bank committee shall not be subject to appeal, grievance, or any other collateral attack.

e. No days may be donated to a specific individual.

f. Any member who is granted sick leave days from the bank shall not be entitled to receive the difference between their regular pay and the substitute's pay, as set forth in Article 31, Section 31.2 of the collective bargaining agreement.

5. **Negotiations Regarding Pilot Sick Leave Bank.**

a. During any negotiations following the execution of this side letter, including, but not limited to, negotiations regarding a successor collective bargaining agreement, the Board and the Federation shall review the operation of the bank (including, but not limited to, the use, efficacy, administrative and/or practical difficulties concerning, and any abuse of the bank) to determine whether the bank should continue beyond June 30, 2026, and if so, whether any modifications are necessary, or whether the bank should terminate as of that date.

b. The baseline for negotiations regarding the continuation or termination of the bank shall in all events be the non-existence of the bank. The baseline for negotiations regarding any modifications to the bank, should the bank continue, shall be the terms set forth above.

c. In the event the bank is terminated as of June 30, 2026, the parties shall negotiate the manner in which any days remaining in the bank shall be returned to active teachers who had been members of the bank. Any teacher who had been a member of the bank and left employment with the Board prior to June 30, 2026 shall not be entitled to the return of any sick leave that they had contributed to the bank.

B. Math Specialists and Reading/Language Arts Consultants for Grades 5-8

The Federation acknowledges that the Board has exercised its management right to eliminate the Middle School Curriculum Coordinators for math and reading/language arts effective June 30, 2022. The parties agree that the Math Specialists and Reading/Language Arts Consultants for grades 5-8 shall assume the responsibilities previously assigned to the Middle School Curriculum Coordinators in these areas.

C. Appendix B

The parties agree to form a committee to discuss how changes to Appendix B are made. The committee will be formed by January 1, 2023 and will conclude its work by June 30, 2023 unless the parties mutually agree to a different timeline.

FOR THE BOARD:

Date: Nov 1, 2022

FOR THE FEDERATION:

Date: 11/1/2022