

**NEWTOWN
FEDERATION of TEACHERS
and
NEWTOWN BOARD OF EDUCATION
CONTRACT**



2013 - 2016

NEWTOWN FEDERATION OF TEACHERS

AND

NEWTOWN BOARD OF EDUCATION

2013-2016

Pursuant to arbitration award issued Dec. 3, 2012

INDEX.

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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 Special Educational 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. During the summer months when school is not in session, "days" shall mean calendar days other than Saturdays, Sundays, and holidays.

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 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 representatives with the building steward's committee 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 The Board and the Federation agree to begin negotiations, in accordance with the Connecticut General Statutes, as amended, to secure a successor agreement with respect to salaries and other conditions of employment. The Agreement so negotiated shall bind and inure to the benefit of the Board and the teachers and shall be reduced to writing and signed by the Board and the Federation.

6.2 If the negotiations described in Section 6.1 have reached an impasse, the procedure described in the General Statutes shall be followed.

6.3 Whenever members of the bargaining unit are scheduled by the parties to participate during school hours in bargaining meetings, including mediation and negotiation sessions arising under Section 6.2, 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 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 person of his own choosing, provided, that he may not be represented by a representative or by an officer of any teacher organization other than the Federation and, provided further, he may not be represented by a person who is not an employee of the Board at Level One or Two. 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 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 five (5) 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 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 five (5) 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 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 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, driver education 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 Experimental programs.

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

9.4.5 To comply with the adequate yearly progress parental choice provisions of the No Child Left Behind Act.

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 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, including any unusual classes and assignments. 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.

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

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

10.3.6 There shall be equity in teachers' assignments pertaining to class size for the same subject, e.g. CPA College Prep.

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.

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. This section shall not preclude the Board from hiring teachers holding temporary emergency permits, nor shall it preclude the Board from making temporary assignments (of not more than fifteen (15) days' duration, with one extension of an additional ten (10) days if such extension is acceptable to the teacher involved) to meet emergency conditions.

10.6 Teacher assignments shall be made without regard to age, race, creed, color, religion, sex, nationality or marital status.

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.

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 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. 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 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 faculty bulletin board in each building for a period of five days.

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 application, online, with the Superintendent within the time limit specified in the notice.

12. RESIGNATION

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 choice of psychiatrists. Such examination shall be kept as confidential as the law allows.

14. LESSON PLANNING

The Board and the Federation agree that effective planning is a necessary and useful part of the educational process and the parties agree that lesson planning shall be continued in accordance with guidelines established between the teacher and their supervisors.

15. EVALUATIONS AND PERSONNEL FILES

15.1 The Board agrees to follow its evaluation procedures as set forth in its then current teacher evaluation booklet. Nothing contained in that booklet or this Agreement shall be construed to diminish the rights granted to the Board under State law with regard to promulgating amendments to said procedures.

15.2 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.

15.3 Administrators will be encouraged to place information of a positive nature indicating special competencies, achievements, performances or contributions of an academic, professional or civic nature in teacher's personnel files.

15.4 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 three 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 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.

15.5 All items placed in a teacher's personnel file shall be date stamped on the day of submission.

16. PROTECTION OF TEACHERS

16.1 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.

16.2 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.

16.3 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.

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

16.5 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 employment, he shall be paid his 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 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.

16.6 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.

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

17. 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:

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

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

17.3 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.

17.4 Well-lighted and clean teacher rest rooms, with separate facilities for men and women.

17.5 Adequate parking space conveniently located at each school.

18. USE OF SCHOOL FACILITIES

18.1 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.

18.2 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 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.

18.3 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.

18.4 The Federation shall be provided with copies of minutes of all official Board meetings and it shall be provided with copies of new Board policies within a reasonable period of time after they are finally adopted. A copy of the agenda of said Board meetings will be sent to the Federation president as soon as, and in the same manner as, such agenda is sent to the members of the Board. The Federation shall also be provided with sufficient copies of this Agreement for distribution to each teacher.

18.5 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.

19. SCHOOL CALENDAR

19.1 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 2013-14, 2014-15 and 2015-16 the work year will not be reduced below 187 days.

19.2 There shall be no more than six (6) non-student days during the employment year.

19.3 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.

20. SCHOOL DAY

20.1 Each Principal will establish a normal working schedule for the teachers of his building. 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. The typical schedule of a teacher who regularly teaches in more than one school building per day shall not exceed in duration the typical schedule of the teachers in the building which normally has the longer school day. The Board shall not be required to comply with the preceding sentence if to do so will require the hiring of additional personnel or the assignment of additional staff.

20.2 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.

20.3 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.

20.4 The Board reserves the right to add up to 5 minutes per day of instructional time to the length of the school day. Notwithstanding the foregoing, the Board agrees not to exercise its rights under this Section 20.4 during contract years 2013-14, 2014-15 and 2015-16.

21. ATTENDANCE

21.1 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.

21.2 If the teacher is going to be absent for any reason, he shall notify the Principal or his designee of his 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 is prevented from doing so because of an illness or accident or similar reason beyond his control, in which case he, or someone for him, shall notify the Principal or his designee as soon as possible of the reason for his absence and the reason for his failure to notify the Principal within the time limits set forth above. Three (3) incidents of 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 designee shall include his estimate of the duration of the absence.

Thereafter, the teacher shall be required to notify the Principal or his 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 designee unless a specific date beyond five (5) working days is established in advance by the Principal or his 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.

22. 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.

23. 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 school aide absence:

23.1 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.

23.2 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.

23.3 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 teacher's aide.

23.4 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 23.1 or 23.2 on any given day.

23.5 Teachers required to teach an additional class or additional students as the result of the unavailability of a substitute shall be paid \$37.50; effective July 1, 2014, \$40.00; and effective July 1, 2015, \$42.50; per period in the intermediate, middle and high schools and \$32.50 per hour for elementary schools.

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

24. PAYROLL DEDUCTIONS

24.1 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.

24.2 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
- United Way
- Direct Deposit
- Flexible Benefit Plan
- Western Connecticut Federal Credit Union
- AFLAC

24.2.1 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.

24.2.2 All teachers shall as a condition of continued employment join the Federation or pay to the Federation a service representation fee not to exceed the proportional cost of collective bargaining, grievance adjustment, and contract administration paid as dues by other teachers who are members of the Newtown Federation of Teachers. The Board of Education agrees to deduct from teachers' salaries said dues or service representation fee when said teachers 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.

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

24.2.4 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.

24.2.5 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.

25. ISSUANCE OF SALARY CHECKS

25.1 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.

25.2 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.

26. DEPARTMENT HEADS, DIRECTOR OF GUIDANCE, DIRECTOR OF MUSIC, MIDDLE SCHOOL AND REED INTERMEDIATE SCHOOL CURRICULUM COORDINATORS

26.1 An appointment as a Department Head or to the positions of Director of Guidance, Middle School and Reed Intermediate School Curriculum Coordinator and Director of Music shall be made for no more than one (1) year but may be renewed, if so recommended by the Building Principal, by the Board for additional one-year periods. Notification of status for the following year shall be provided in writing, no later than April 15 of each year. In the event that the Principal decides not to recommend the appointment of an incumbent to his or her position, he or she shall provide the individual with a written statement of the reasons for his or her decision.

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

26.3 A Department Head may also be assigned by the Superintendent of Schools to carry out those activities which relate to the articulation and coordination of his subject matter area with that of the elementary and middle schools and with other Department Heads.

26.4 Department Heads, the Director of Guidance, Middle School and Reed Intermediate School Curriculum Coordinators shall be directly responsible to their Principal and under the supervision of such Principal for the improvement of instruction in the particular subject area assigned in his school.

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

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

27. DEGREE DEFINITIONS

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

27.1 Bachelor - A baccalaureate degree earned from a college or university accredited by a regional accrediting association or National Council of Accreditation of Teacher Education.

27.2 Master

27.2.1 Master's degree program - A master's degree earned from a college or university accredited by a regional accrediting association or National Council of Accreditation of Teacher Education.

27.2.2 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 or National Council of Accreditation of Teacher Education.

27.2.3 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.

27.3 Six-year - A second master's degree from a college or university accredited by a regional accrediting association or National Council of Accreditation of Teacher Education; 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 or National Council of Accreditation of Teacher Education. Second masters 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.

27.4 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 or by the National Council of Accreditation of Teacher Education.

27.5 Approval by the Superintendent of a program of graduate study, under Sections 27.2 or 27.3 shall not be revocable.

28. PLACEMENT ON THE SALARY SCHEDULE

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

28.1 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.

28.2 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.

<u>YEARS OF CREDITED EXPERIENCE</u>	<u>ENTERING OR RETURNING STEP ON SALARY SCHEDULE</u>
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 in his unlimited discretion, determines that it is in the best interest of the school system.

(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.

28.3 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 step on the salary schedule for each year provided the Board shall not have voted to withhold increment in his 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.

28.4 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.

28.5 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.

28.6 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.

28.7 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.

29. INSURANCE

29.1 (a) The Board shall maintain in effect for the duration of this Agreement a preferred provider organization (PPO) plan with the medical benefits and coverages described in Appendix D hereof.

(b) The Board shall also offer a plan with deductibles of \$2000 for single coverage, and \$4000 for dependent coverage, with post-deductible drug copay equal to \$10/\$30/\$50. The plan shall include a health savings account feature ("HSA"), which deductibles shall be funded 50% by the Board at the beginning of each contract year and which plan is summarized in Appendix E. Effective July 1, 2013, the HSA plan will be the only medical insurance plan available to new hires.

29.1.1 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 29.1.1.1 and the Board changes carriers, the standards outlined in 29.1.1.1 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 29.1.1.1 are not maintained.

29.1.2 (a) The Board shall pay 79.0 percent (2013-14), 78.0 percent (2014-15) and 77.0 percent (2015-16) of the expense of group medical and dental insurance coverage for each full time teacher, spouse and child, and the teacher will contribute 21.0 percent (2013-14), 22.0 percent (2014-15) and 23.0 percent (2015-16) of the total premium cost on single, single plus one, or family basis for the PPO plan described in Appendix D. Employee contributions for the HSA plan shall be 5% less than for the PPO in 2013-14 and 4% less in 2014-15 and 2015-16.

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

29.2 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.

29.3 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.

29.4 All full-time teachers hired after March 1, 1989, must complete six (6) full months of employment before they shall be eligible for dental insurance coverage.

29.5 Any teacher wishing to purchase "stand alone" dental insurance will be able to do so by contributing 21% (2013-14), 22% (2014-15) and 23% (2015-16) of the premium cost on a single, single + 1, or family basis.

- 29.6 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.

30. 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.

31. 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 actually used his/her own automobile.

32. SICK LEAVE AND OTHER DISABILITY LEAVES

32.1 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 one hundred fifty (150) working days.

32.2 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.

32.3 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 employment, he shall be paid his 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 annual or accumulated sick leave.

32.4 Whenever a teacher remains eligible to receive benefits under the Workers' Compensation laws after the provisions of Section 32.3 above have been exhausted, the teacher may use his unused sick leave to make up the difference between the daily Workers' Compensation benefits and his regular daily rate of pay, in which event his accumulated sick leave account shall be charged on a non-prorated basis.

32.5 Maternity Leave

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

33. 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.

34. 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.

35. GENERAL LEAVE

35.1 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.

35.2 Military leave shall be granted in accordance with state and federal laws. Childrearing leave for a period of a full school year shall be granted to teachers in positions designated as non-shortage areas by the State Department of Education 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. Childrearing leave for teachers in positions designated as shortage areas by the State Department of Education, and other requests for childrearing leave, shall be subject to the approval of the Superintendent.

35.3 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.

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

35.5 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.

35.6 A teacher on an extended leave of absence under the provisions of this Article or Article 32 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.

36. PERSONAL DAYS

36.1 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. It is expressly agreed that such leaves are not to be used for extension of vacation periods, or holidays. Two of the above days may be designated as "private" when the teacher involved is not acting inconsistently with these provisions but considers it inappropriate to communicate a specific reason under Section 36.3 below.

36.2 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, mother-in-law and father-in-law and grandparents.

36.3 Notification of such leave shall be made, in writing, to the immediate supervisor at least twenty-four (24) hours 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 36.1. Such leave shall be granted except in cases of extreme hardship or disability to the school system.

36.4 An absence designated as "private" immediately before or after a vacation 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.

36.5 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.

37. SABBATICAL LEAVE

37.1 Sabbatical leaves may be granted only at the discretion of the Board. For the duration of this contract, not more than three (3) teachers may be on sabbatical leave. In the event that a larger number of teachers apply for leave, the Board may ask the Superintendent to establish an order of priority and grant leave to those teachers presenting the best programs of use for their sabbaticals.

37.2 Applicants for a sabbatical leave must have taught successfully for not less than six (6) consecutive years in Newtown public schools.

37.3 No application for a sabbatical leave shall be granted unless the applicant first agrees, in writing, that he will return to the Newtown public schools for at least three (3) years after the end of the sabbatical leave, or else reimburse the Board in the full amount of any sabbatical leave pay which he may have received, provided, however, that if he shall have completed at least two (2) full years after the end of such sabbatical leave, the amount of such reimbursement to the Board shall be reduced by two-thirds, and if he has completed at least one (1) year after such sabbatical leave, the amount of such reimbursement to the Board shall be reduced by one-third.

37.4 The Board will pay teachers three-fourths of their scheduled salaries during the sabbatical leaves, which must be for the full year, and the full voluntary insurance program payment which would have been carried by the Board if the teacher were actually teaching. In no event shall the salary paid by the Board to a teacher on sabbatical leave exceed the difference between the teacher's scheduled salary and the amount of other compensation received by the teacher for the sabbatical year.

37.5 Because of budgeting and hiring patterns, it is required that applications for sabbatical leave for the ensuing school year (which must be in writing) be filed with the Superintendent by January 1st. All applications so filed shall be transmitted, with the Superintendent's recommendation, to the Board.

37.6 Each application for a sabbatical leave shall set forth in detail the following information with respect to the applicant's plans for the use of sabbatical leave, if granted:

37.6.1 Nature and extent of research proposed to be undertaken, if any.

37.6.2 Locality and duration of travel to be undertaken, if any.

37.6.3 Nature and location of course work or further studies to be undertaken, if any.

37.6.4 Nature of any contract or understanding the applicant has with third parties (book publishers, foundations, government grant programs, etc.) as to use of the sabbatical leave and compensation therefor.

37.6.5 Nature of overall benefits applicant believes will inure to the Newtown school system.

37.7 Each successful applicant for sabbatical leave shall, prior to October 1st following the leave, provide the Board of Education a detailed report of the leave, including the following information:

37.7.1 Extent to which original plan was fulfilled and identification of variations therefrom.

37.7.2 Nature and extent of compensation received during sabbatical year.

37.8 Each successful applicant shall, at the request of the Board, conduct a seminar for interested teachers so as to permit such teachers to share some of the educational benefits gained by the teacher completing sabbatical leave.

37.9 Each successful applicant shall be considered to be a member of the active teaching staff and, therefore, entitled to notification by mail of vacancies and new positions and all other notices which may apply, provided, he has given the Superintendent's office a current address at which he may receive such mail.

38. GENERAL

38.1 Each teacher will be provided with a copy of any policy in Section 4 that pertains to certified staff personnel. A copy of all Board policies and administrative regulations will be provided for the staff room of each school.

38.2 As early in the school year as possible, the Board will place a list of the names, addresses and phone numbers of all members of the staff in the staff room in each school.

38.3 In October, each teacher will be provided with a statement of his accumulated sick leave.

38.4 The Board agrees to continue its practice of paying teachers for selected committee 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 \$37.50 per hour; effective July 1, 2014, the rate shall be \$40.00; and effective July 1, 2015 the rate shall be \$42.50. Group leaders will receive an hourly rate 20% higher than other teachers.

38.5 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 \$150 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.

39. TEACHER RESPONSIBILITIES

39.1 The Board and the Federation mutually agree that the quality of education in the Newtown school system is affected by the attitudes and actions of teachers in their relations with pupils, parents, other teachers, administrators and the Board. With a view to the continuing and continuous improvement of the quality of education each teacher should (a) familiarize himself with the past written records of each of his pupils, (b) where indicated, consult with former teachers of his pupils, (c) consult with parents, (d) encourage teacher-pupil counseling and be willingly available for such, (e) evidence respect for pupils regardless of relative ability or background, race, creed, sex, color, religion or nationality, (f) assist other teachers, especially newcomers to the system, with advice and by sharing successful ideas, methods and materials, (g) help the administration in its efforts to assist new teachers and operate the schools efficiently and harmoniously, (h) give respectful consideration to matters considered at staff and evaluation meetings, and (i) make sincere attempts to effectuate suggested improvements in the curriculum or methods of the system.

39.2 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. 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 but only upon such timely notice that the grievance procedure of this Agreement may be utilized if deemed appropriate.

39.3 Teachers shall be required to create and maintain an up-to-date website in accordance with the guidelines contained in Assistant Superintendent Linda Gejda's email sent to staff on April 1, 2011.

39.4 Teachers who receive phone calls or e-mails from parents shall be required to respond promptly.

40. 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 4-B shall be the employee's qualifications and ability as a teacher as determined by the evaluation of performance procedure established in the current agreement. 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

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 ten (10) days after receipt of notification. If the appointment is accepted, the teacher shall receive a written contract within twenty (20) days of the teacher's acceptance of the offer. If the teacher rejects the appointment offer or does not respond within ten (10) days after receipt of such notification, the name of the teacher shall be removed from the reappointment list.

41. DURATION

The duration of this contract shall be three (3) years beginning with the 2013-2014 school year, and shall continue and remain in full force and effect to the end of the 2015-2016 school year.

42. TUITION REIMBURSEMENT

The Board agrees to budget \$15,000 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 27 of this Agreement.
- The \$15,000 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 NEWTOWN FEDERATION OF TEACHERS
LOCAL 1727, CONNECTICUT FEDERATION
OF TEACHERS, AFL-CIO

By _____ By _____

**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 Assistant Athletic Director
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
Category IV	Golf Tennis Weight Training Baseball Middle School Softball Middle School Cheerleading Dance Team

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 his or her coaching position, the Board will give said coach a written statement of the reason(s) for its decision.

Coaches Salary Schedule

	Category I	Category II	Category III	Category IV
<u>Head Coaches</u>				
Step 1	5616	5410	4917	4404
Step 2	5944	5704	5223	4732
Step 3	6272	6043	5540	5049
<u>Assistant and J.V. Coaches, Assistant Athletic Director</u>				
Step 1	3715	3573	3212	2896
Step 2	3923	3781	3420	3093
Step 3	4142	3967	3639	3289
<u>MS Basketball, Baseball, and Softball & Freshman Coaches</u>				
Step 1	2885	2765	2491	2208
Step 2	3049	2928	2655	2361
Step 3	3202	3093	2798	2524

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:

<u>Category A</u>		Marching Band Director
<u>Category B</u>	High School	Drama Ensemble (Jazz) Student Government Singers String Ensemble Student Activities Marching Band Assistant Color Guard Director Advisor Senior Class National Honor Society Best Buddies
<u>Category C</u>	High School	Advisor Junior Class Key Club Musical Director Intramurals Peer Leadership Drama Production Manager Drama Set Designer Technology Club Chinese Initiative/Asian Culture Club
	Middle School	Drama Intramurals Student Council Yearbook Literary Magazine Jazz Band Director Dance Team
<u>Category D</u>	High School	A.F.S. Advisor Freshman Class Advisor Sophomore Class Math Team Science Club F.B.L.A. Quiz Bowl Orchestra Pit Director Guidance Honors Associates

Peer Counseling
 Yearbook
 Newspaper
 Literary Magazine
 Art Club
 SADD Director
 Interact Club Advisor
 Debate Team
 Junior Statesman
 Future Teachers of America
 Chess Club

Middle School

Concert Choir
 Math Team
 Tech Club
 Interact
 Photography Club
 Piñata 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 post notice of such position in the school for 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

		Category	Category	Category	Category
		A	B	C	D
Step	1	4647	2939	1994	1634
Step	2		3321	2196	1793
Step	3		3607	2387	1931

**APPENDIX C
SALARY SCHEDULES**

Salary Schedule 2013-2014

For 2013-2014, there shall be a one percent (1%) general wage increase. There shall be no step movement for 2013-2014.

	Bachelors	Masters	6th Year
1	\$44,855	\$48,842	\$52,061
2	\$48,190	\$51,738	\$55,048
3	\$50,201	\$53,749	\$57,060
4	\$52,211	\$55,758	\$59,070
5	\$55,563	\$57,829	\$61,139
6		\$60,077	\$63,388
7		\$62,441	\$65,752
8		\$64,923	\$68,235
9		\$67,881	\$71,193
10		\$71,428	\$74,739
11		\$74,739	\$78,051
12		\$77,419	\$80,728
13		\$80,137	\$83,448
14		\$84,811	\$88,200

Longevity Payments

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

*Note 30 years in Newtown

**APPENDIX C
SALARY SCHEDULES**

Salary Schedule 2014-2015

For 2014-2015, upon completion of fifteen percent (15%) of the work year, beginning with the next pay period, Teachers not on maximum step shall move to the next step. For 2014-2015, the maximum steps shall be increased by two percent (2%) effective with the start of 2014-2015

	Bachelors	Masters	6th Year
1	\$44,855	\$48,842	\$52,061
2	\$48,190	\$51,738	\$55,048
3	\$50,201	\$53,749	\$57,060
4	\$52,211	\$55,758	\$59,070
5	\$56,674	\$57,829	\$61,139
6		\$60,077	\$63,388
7		\$62,441	\$65,752
8		\$64,923	\$68,235
9		\$67,881	\$71,193
10		\$71,428	\$74,739
11		\$74,739	\$78,051
12		\$77,419	\$80,728
13		\$80,137	\$83,448
14		\$86,507	\$89,964

Longevity Payments

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

*Note 30 years in Newtown

**APPENDIX C
SALARY SCHEDULES**

Salary Schedule 2015-2016

For 2015-2016, the salary schedule in effect on June 30, 2015 shall be increased (General Wage Increase) by one and one-half percent (1.5%); there shall be no step movement for 2015-2016

	Bachelors	Masters	6th Year
1	\$45,528	\$49,574	\$52,842
2	\$48,913	\$52,514	\$55,874
3	\$50,954	\$54,555	\$57,916
4	\$52,994	\$56,594	\$59,956
5	\$57,525	\$58,696	\$62,056
6		\$60,978	\$64,338
7		\$63,378	\$66,738
8		\$65,897	\$69,258
9		\$68,899	\$72,261
10		\$72,500	\$75,860
11		\$75,860	\$79,222
12		\$78,580	\$81,939
13		\$81,340	\$84,700
14		\$87,805	\$91,314

Longevity Payments

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

*Note 30 years in Newtown

APPENDIX C
(continued)

2013 - 2016

Bachelors + 15 Credits: All teachers on the Bachelor's schedule who have acquired 15 credits beyond the Bachelor's degree (as defined in Section 27.1) in one of the programs described in Section 27.2 shall receive an additional \$700 in basic 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 27.2.1) in one of the programs described in Section 27.3 shall receive an additional \$700 in basic 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 basic 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 basic salary for extra hours required by their job description.

Curriculum Coordinator: Teachers appointed to and performing the duties of a curriculum coordinator in the middle school shall receive an additional eight percent (8%) of their basic salary.

Athletic Director: The teacher appointed to and performing the duties of Athletic Director shall receive an additional ten percent (10%) of their basic 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 basic salary for extra hours required by their job description.

Homebound Instruction: Teachers appointed to and performing the duties of a homebound instructor shall receive \$42.50 per hour for 2013-14, \$45.00 per hour for 2014-15 and \$47.50 per hour for 2015-16, 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.

Department Chairs, Director of Guidance, Director of Music: Each Department Head, as compensation for his or her duties, which shall include evaluation of teachers, except in the case of a problematic teacher evaluation, in which case an administrator and the Department Head will sign the evaluation, during the school year and for two (2) weeks' work following the school year, shall be compensated as follows:

- (iii) by receiving additional ten percent (10%) of his or her basic salary; and
- (iii) 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.
- (iii) in the case of the Department Head for music, the specific stipend shall be determined by the number for whom he/she has the responsibility annually to actually perform evaluations.

Professional Development Facilitators: Teachers appointed to and performing the duties of professional development coordinators shall receive, in addition to their basic 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.

APPENDIX D HEALTH PLAN SUMMARIES – PPO

Century Preferred \$30/\$300/\$125/\$300 Newtown PS Teachers FD 208
Proposed for 2013



Century Preferred is a preferred provider organization (PPO) plan.

COST SHARE PROVISIONS	In-Network Member pays:	Out-of-Network Member pays:
Office Visit (OV) Copayment	\$30 per visit	Deductible & Coinsurance
Specialist Visit (SV) Copayment	\$40 per visit	Deductible & Coinsurance
Hospital (HSP) Copayment	\$300 per day up to \$900 per year	Deductible & Coinsurance
Urgent Care (UR) Copayment	\$75	Not Covered
Emergency Room (ER) Copayment – <i>waived if admitted</i>	\$125	\$125
Outpatient Surgery (OS) Copayment	\$300	Deductible & Coinsurance
Ambulatory Surgery (ASC) Copayment	\$300	Deductible & Coinsurance
Calendar Year Deductible (<i>individual/2-member family/3+ member family</i>)	Not Applicable	\$600/\$900/\$1200
Coinsurance		20% after deductible up to
Coinsurance Maximum (<i>individual/2-member family/3+ member family</i>)		\$1400/\$3100/\$4800
Cost Share Maximum (<i>individual/2-member family/3+ member family</i>)		\$2000/\$4000/\$6000
Lifetime Maximum	Unlimited	Unlimited
PREVENTIVE CARE - Included are the preventive care services that meet the requirements of federal and state law, including certain screenings, immunizations and physician visits		
Well child care	No Charge	Deductible & Coinsurance
Periodic, routine health examinations	No Charge	
Routine OB/GYN visits	No Charge	
Mammography	No Charge	
Hearing screening	OV Charge	
Routine Eye Exam	OV Charge	
MEDICAL CARE		
Office visits		Deductible & Coinsurance
<i>Primary Care</i>	OV Copayment	
<i>Specialist</i>	SV Copayment	
Outpatient mental health & substance abuse - <i>prior authorization required</i>	OV Copayment	
OB/GYN care	SV Copayment	
Surgical fees of a Physician or Surgeon	OV/SV Copayment*	
Maternity care - <i>initial visit subject to copayment, no charge thereafter</i>	SV Copayment	
Diagnostic lab and x-ray	No Charge	
High-cost outpatient diagnostic - <i>prior authorization required</i> <i>The following are subject to copay: MRI, MRA, CAT, CTA, PET, SPECT scans</i> <i>Note: \$250 Copayment Maximum per Member per Calendar Year</i>	\$50 Copayment per service (See note)	
Allergy services <i>Office visits/testing</i> <i>Injections—80 visits in 3 years</i>	SV Copayment \$10 Copayment	
HOSPITAL CARE – Prior authorization required		
Semi-private room (<i>General/Medical/Surgical/Maternity</i>)	HSP Copayment	Deductible & Coinsurance
Inpatient mental health & substance abuse	HSP Copayment	
Skilled nursing facility - <i>up to 120 days per calendar year</i>	HSP Copayment	
Rehabilitative services - <i>up to 60 days per person per calendar year</i>	No Charge	
Outpatient surgery - <i>in a hospital</i>	OS Copayment	
Ambulatory surgery - <i>in other than a hospital setting</i>	ASC Copayment	
EMERGENCY CARE		
Walk-in centers	OV Copayment	Deductible & Coinsurance
Urgent care - <i>at participating centers only</i>	UR Copayment	Not Covered
Emergency care - <i>copayment waived if admitted</i>	ER Copayment	ER Copayment
Ambulance	No Charge	No Charge

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* Regulated health of the Blue Cross and Blue Shield Association.

OTHER HEALTH CARE	In-Network Member pays:	Out-of-Network Member pays:
Outpatient rehabilitative services – 30 combined visits for PT,OT,ST and Chiropractic- Excess 30/20 after deductible and coinsurance	OV Copayment	Deductible & Coinsurance
Durable medical equipment / Prosthetic devices <i>Unlimited maximum per calendar year</i>	Covered	Deductible & Coinsurance
Diabetic supplies, drugs & equipment <i>Diabetic drugs are covered at in-network benefit level</i>	Covered under Rx Rider	
Infertility – Covered	Applicable Copayment	Deductible & Coinsurance
Home health care <i>100 visits per member per calendar year</i>	No Charge	\$50 Deductible & 20 % Coinsurance

PREVENTIVE CARE SCHEDULES

Well Child Care (including immunizations)

- ◆ 7 exams, birth up to age 1
- ◆ 7 exams, ages 1 up to 5
- ◆ 1 exam every year, ages 5 up to 22

Adult Exams

- ◆ 1 exam every year, ages 22+

Vision Exams: 1 exam every calendar year
Hearing Exams: 1 exam per calendar year
OB/GYN Exams: 1 exam per calendar year

Notes To Benefit Descriptions

- ◆ In situations where the member is responsible for obtaining the necessary prior authorization and fails to do so, benefits may be reduced or denied.
- ◆ Inpatient Hospital Per Admission Copay is waived if readmitted within 30 days for same diagnosis.
- ◆ Members must utilize participating Blue Quality Centers for Transplant hospitals to receive benefits for Human Organ & Tissue Transplant services. This network of the finest medical transplant programs in the nation is available to members who are candidates for an organ or bone marrow transplant. A nurse consultant trained in case management is dedicated to managing members who require organ and/or tissue transplants.
- ◆ Members are responsible for the balance of charges billed by out-of-network providers after payment for covered services has been made by Anthem Blue Cross and Blue Shield according to the Comprehensive Schedule of Professional Services.

Please refer to the SpecialOffers@Anthem brochure in your enrollment kit for information on the discounts we offer on health-related products and services.

This does not constitute your health plan or insurance policy. It is only a general description of the plan. The following are examples of services NOT covered by your Century Preferred Plan. Please refer to your Subscriber Agreement/Certificate of Coverage/Summary Booklet for more details: Cosmetic surgeries and services; custodial care; genetic testing; hearing aids; refractive eye surgery; services and supplies related to, as well as the performance of, sex change operations; surgical and non-surgical services related to TMD syndrome; travel expenses; vision therapy; services rendered prior to your contract effective date or rendered after your contract termination date; and workers' compensation.

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.

A product of Anthem Blue Cross and Blue Shield serving residents and businesses in the State of Connecticut.

NGF
 Effective 07/01/2013

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Newtown BOE Teachers FD 208 Proposed 2013

CENTURY PREFERRED 3-TIER MANAGED PRESCRIPTION DRUG PROGRAM

\$10 Copayment Generic Drugs

\$30 Copayment Listed Brand-Name Drugs

\$50 Copayment Non-Listed Brand-Name Drugs

\$4,000 Annual Maximum

Description of Benefits:

You Pay:

Tier 1: Generic Drugs:	The term "generic" refers to a prescription drug that is considered non-proprietary and is not protected by a trademark. It is required to meet the same bioequivalency test as the original brand-name drug. Tier 1 copayment applies.	\$10
Tier 2: Listed Brand-Name Drugs:	The term "listed brand-name" refers to a brand-name prescription drug identified on the formulary by Anthem Blue Cross and Blue Shield. Tier 2 copayment applies.	\$30
Tier 3: Non-Listed Brand-Name Drugs:	The term "non-listed brand-name" refers to a brand-name prescription drug not identified on the formulary by Anthem Blue Cross and Blue Shield. Tier 3 copayment applies.	\$50
		Plan Pays:
Annual Maximum	Per member per calendar year	\$4,000

How To Use The 3-Tier Managed Prescription Drug Program

The 3-Tier Managed Prescription Drug Program incorporates different levels of copayments for three types of prescription drugs: generic, listed brand-name and non-listed brand-name, as defined in the chart above. The formulary lists generics and brand-name drugs that have been selected for their quality, safety and cost-effectiveness. These listed drugs have lower member copayments than non-listed drugs (but may not have a lower overall cost in all instances.) You minimize your copayments when you use generic prescriptions and listed brand-name prescriptions. You'll still have coverage for non-listed brand-name drugs, but at a higher cost share. **Talk to your provider** about using generic drugs or listed brand-name drugs included on the formulary. You'll have lower copayments when you use these drugs.

- You will be responsible for **one** copayment when purchasing a **30-day supply** of prescription drugs from a participating retail pharmacy.
- You'll be responsible for **two** copayments when purchasing a **30-day to 90-day supply** of maintenance drugs through the mail-order program.

Generic Substitution: Prescriptions may be filled with the generic equivalent when available.

- When you purchase a generic drug at a participating pharmacy, you'll only be responsible for a Tier 1 copayment.
- When a generic equivalent is available and you obtain a listed or non-listed brand-name drug, you will be responsible for the applicable Tier copayment *plus* the difference in cost between the generic and listed or non-listed brand-name drug. This provision applies unless your provider obtains Prior Authorization. When Prior Authorization is obtained (at the discretion of Anthem Blue Cross and Blue Shield), you will be responsible only for the applicable Tier copayment.

Connection (Concurrent Drug Utilization Review)

Connection works with the retail pharmacy's standard guidelines to provide a **second level of quality and safety checks**. The process, which is provided on-line as part of the electronic claims filing process, helps promote access to safe, appropriate, cost-effective medications for members. Connection involves a series of rules or guidelines, which identify potential medication therapy issues and deliver a message to the pharmacy by computer before the medication is dispensed. The process alerts the pharmacist of potential issues such as drug-to-drug interactions, refills requested too close together, incorrect dosing or drug duplications.

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Pharmacy Programs

Voluntary Mail-service Program

Members have access to Anthem Rx, the voluntary mail-service drug program for members who regularly take one or more types of maintenance drugs. Members can order up to a **90-day supply** of these medications and have them delivered directly to their home.

The \$10 generic/\$30 listed brand-name/\$50 non-listed brand-name copayment and \$4,000 annual maximum apply. When ordering a **31-day to 90-day supply**, two copayments will apply, as follows: \$20 generic/\$60 listed brand-name/\$100 non-listed brand.

National Pharmacy Network

Members also have access to a network of more than 65,000 retail pharmacies throughout the country. Members may call 1-866-281-2966, or go to www.anthem.com/pharmacyinformation to locate a participating pharmacy when traveling outside the state.

Non-participating Pharmacies

Members who fill prescriptions at a non-participating pharmacy are responsible for payment at the time the prescription is filled. Members must submit claims to Anthem Blue Cross and Blue Shield for reimbursement, and payment will be sent to the member. Members who use non-participating pharmacies will pay 20% of the in-network allowance, plus the difference between Anthem Blue Cross and Blue Shield's payment and the pharmacist's actual charge.

Point to Remember

- Anthem Blue Cross and Blue Shield will provide coverage for prescription drugs dispensed by a participating pharmacy when prescription drugs are deemed medically necessary based on specific criteria and dispensed pursuant to a prescription issued by a participating physician or by a non-participating physician, subject to copayment.
- Anthem Blue Cross and Blue Shield will not be liable for any injury, claim or judgment resulting from the dispensing of any drug covered by this plan. Anthem Blue Cross and Blue Shield will not provide benefits for any drug prescribed or dispensed in a manner contrary to normal medical practice.
- Anthem Blue Cross and Blue Shield reserves the right to apply quantity limits to specified drugs as listed on the formulary. If a member requires a greater supply, the member's provider can follow the prior authorization process.

Prescription Drug Eligibility

Eligible prescription drug benefits are limited to injectable insulin and those drugs, biologicals, and compounded prescriptions that are required to be dispensed only according to a written prescription, and included in the United States Pharmacopoeia, National Formulary, or Accepted Dental Remedies and New Drugs, and which, by law, are required to bear the legend: "Caution—Federal Law prohibits dispensing without a prescription" or which are specifically approved by the Plan.

Limits and Exclusions

Benefits are limited to no more than a 30-day supply for covered drugs purchased at a retail pharmacy, and no more than a 90-day supply for covered drugs purchased by mail order. All prescriptions are subject to the quantity limitations imposed by state and federal statutes.

This drug rider does not provide drugs dispensed by other than a licensed, retail pharmacy or our mail-order service; any drug not required for the treatment or prevention of illness or injury; vaccines or allergenic extracts; devices and appliances; needles and syringes that are not prescribed by a provider for the administration of a covered drug; prescriptions dispensed in a hospital or skilled nursing facility; over-the-counter or non-legend drugs; antibacterial soaps/detergents, shampoo, toothpaste/gels and mouthwashes/rinse.

Benefits for prescription birth control are covered for most groups. However, such coverage is optional if your group is self-insured or a bona fide religious organization. Check with your benefits administrator.

This is not a legal contract. It is only a general description of the \$10 generic/\$30 listed brand-name/\$50 non-listed brand-name 3-Tier Managed Prescription Drug Program with a \$4,000 annual maximum. Please consult the Evidence of Coverage or prescription drug rider for a complete description of benefits and exclusions applicable to your coverage.

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APPENDIX E HEALTH PLAN SUMMARIES – HSA



Lumenos HSA Plan Summary

The LumenosSM 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

For 2013, contributions can be made to your HSA up to the following:
 \$3,250 individual coverage
 \$6,450 family coverage

Note: These limits apply to all combined contributions from any source including HSA dollars from incentives.

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 Mellon Bank or with another bank through which your employer is sponsoring 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 eligibility requirements apply. See page 2 for program descriptions.

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 deductibles 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.

Annual Deductible Responsibility

\$2,000 individual coverage
 \$4,000 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.

Annual Out-of-Pocket Maximum

In-Network and Out-of-Network Providers
 \$ 5,000 individual coverage
 \$10,000 family coverage
Your annual out-of-pocket maximum consists of funds you spend from your HSA, your Bridge responsibility and your cost share amounts.

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

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Healthy Rewards Program

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

- **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.

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Lumenos HSA Plan Summary

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 exclusions and limitations, please reference your Certificate of Coverage.

Prescription Drugs – copay after deductible (when purchased from a network pharmacy¹)

Retail (30 day supply)	Mail Order (90 day supply)
\$10 Tier 1 copayment	\$ 10 Tier 1 copayment
\$30 Tier 2 copayment	\$ 80 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.

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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.



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.

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