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The PIN is 872 348 197#

Board of Education  
June 21, 2022

Council Chambers  
6:45 p.m.-Executive Session  
7:00 p.m.-Public Session

*As citizens of our community, we will conduct ourselves in accordance with Newtown's Core Character Attributes as displayed in our character tree. We will be responsible for our actions and show respect for each other. We will interact peacefully, productively, and politely. We will be trustworthy and honest and show compassion toward others. Newtown's continued success is contingent upon our ability to persevere, to follow through with our commitments, and to stay focused on the greater good.*

## A G E N D A

- Item 1 EXECUTIVE SESSION
  - Discussion of Assistant Superintendent's Contract
- Item 2 PLEDGE OF ALLEGIANCE
- Item 3 PUBLIC SESSION FOR POSSIBLE VOTE ON EXECUTIVE SESSION ITEM
- Item 4 CONSENT AGENDA
  - Donations to Newtown High School and Central Office
  - Correspondence Report
- Item 5 \*\*PUBLIC PARTICIPATION
- Item 6 REPORTS
  - Chair Report
  - Superintendent's Report
  - Committee Reports
  - Action on Financial Report and Transfers Month Ending May 31, 2022
- Item 7 PRESENTATIONS
  - Well Stat Assessment
  - Overview of SEL Activities
- Item 8 OLD BUSINESS
  - Discussion and Possible Action on Policies
    - 6141.51 / 6141.52 Enrollment in an Advanced Course or Program and Challenging Curriculum
    - 6172 Gifted and Talented Students Program
- Item 9 NEW BUSINESS
  - Discussion and Possible Action on Mentor for New Superintendent
  - Discussion and Possible Action on Paraeducators Association Contract
  - Discussion and Possible Action on All-Star Transportation Contract
  - Discussion and Possible Action on Tuition for 2022-2023 School Year
  - Action on Minutes of June 7, 2022
- Item 10 \*\*PUBLIC PARTICIPATION
- Item 11 ADJOURNMENT

*\*\*During the first Public Participation, the Board welcomes commentary regarding items on the agenda. After being recognized, please state your name and address for the record. We request that speakers be respectful and limit comments to not more than three minutes. The Board of Education does not discuss personnel items or student matters in public. During the second Public Participation, commentary may address the agenda or may introduce issues for the Board to consider in the future. The Board does not engage in dialogue during either public comment period. If you desire more information or answers to specific questions, please email the BOE: [NewtownBOE@newtown.k12.ct.us](mailto:NewtownBOE@newtown.k12.ct.us)*

June 13, 2022

With great pleasure Jane and I were thrilled to have donated a substantial amount of culinary inventory to the High School Culinary Department the least of which is a Falsgraff white china dinnerware service for 40. All of it will enhance the students' curriculum.

A leather sofa and oversized armchair with a Karastan rug were donated to the reception area of the BOE as well.

Total Donation values at \$3400.

Warmest regards,  
John and Jane Vouros  
Dana Holcombe House  
29 Main Street  
Newtown, Connecticut 06470

## Instruction

### Enrollment in an Advanced Course or Program and Challenging Curriculum

~~The Newtown Board of Education (the “Board”) understands the importance of providing opportunities for students to enroll in an advanced course or program and offering students challenging curriculum in the Newtown Public Schools (the “District”). In accordance with Connecticut law, this policy shall explain the manner in which the District determines eligibility for enrollment in advanced courses or programs and creates academic plans for students in the District.~~

The Newtown Board of Education (the “Board”) believes in the basic principle that academic rigor and the opportunity to accelerate learning are powerful motivators for students to meet intellectual challenges and excel in the an academic environment. Therefore, the Board endorses the goal to ~~create~~ foster a culture of deliberate excellence through its commitment to in which all students who have the capability, potential, or motivation to may access advanced academic curriculum and instruction. As a further part of that goal, the Board encourages students to pursue rigorous, challenging academic coursework such as, but not limited to, honors classes, dual enrollment, dual credit, advanced placement classes, International Baccalaureate courses, and the Cambridge International Program, as may be provided by the Newtown Public Schools (the “District”).

To better realize such a goal, and in accordance with Connecticut law, this policy shall explain the manner in which the District determines eligibility for enrollment in advanced courses or programs and creates academic plans for students in the District.

#### I. Definitions

For purposes of this policy:

"Advanced course or program" means an honors class, advanced placement class, International Baccalaureate program, Cambridge International program, dual enrollment, dual credit, early college or any other advanced or accelerated course or program offered by the Board. ~~in grades nine to twelve, inclusive.~~

“Advanced placement” program is a program authorized by the College Board that offers college-level courses and exams that students take in high school.

“Cambridge International program” is an internationally recognized academic program for students aged five (5) to nineteen (19). High school level courses, available only through approved Cambridge International Schools, provide students the opportunity to earn postsecondary credit that is accepted by colleges in the United States and abroad.

## Instruction

### Enrollment in an Advanced Course or Program and Challenging Curriculum

“Dual credit/Dual enrollment” courses are college courses offered by high schools in partnership with a college or university. Students taking these courses in high school are simultaneously enrolled with the partner higher education institution. Students who successfully complete a dual credit/dual enrollment course earn credit toward high school graduation as well as college course credit that appears on a student transcript issued by a college or university.

“International Baccalaureate (“IB”) program” is a program that offers international education through four programs for students aged three (3) to nineteen (19). The four programs are: Primary Years, Middle Years, Diploma Program, and Career-related Program. Schools must be authorized to teach IB programs. Every authorized school is known as an IB World School.

“Prior academic performance” means the course or courses that a student has taken, the grades received for such course or courses and a student's grade point average.

## II. Eligibility Criteria

Consistent with state law, the District will identify students in grades eight and nine who may be eligible to take or enroll in an advanced course or program. Students will be eligible to enroll in advanced courses or programs throughout their high school career, even if they are not identified as eligible in grades eight or nine.

Eligibility for enrollment in an advanced course or program shall not be based exclusively on a student’s prior academic performance. There are multiple methods by which a student may satisfy the eligibility criteria for enrollment in an advanced course or program, including:

- Recommendations from teachers, administrators, school counselors or other school personnel.
- A student’s prior academic performance, as determined by evidence-based indicators of how a student will perform in an advanced course or program.
- GPA improvement over time
- Student interests and persistence
- The District administration may, in its discretion, identify and publicize additional criteria, including but not limited to student or parent request. Any such criteria shall be established prior to the commencement of an academic term.

## Instruction

### Enrollment in an Advanced Course or Program and Challenging Curriculum

#### III. Creation of an Academic Plan/Challenging Curriculum

The District will create an academic plan for each student who is identified in grade eight or nine as eligible for enrollment in an advanced course or program. Such plan will be designed to enroll the student in one or more advanced courses or programs and allow the student to earn college credit or result in career readiness. Such academic plan will also be aligned with:

- The courses or programs offered by the Board,
- The student's student success plan, created pursuant to Conn. Gen. Stat. § 10-221a(j),
- High school graduation requirements, and
- Any other policies or standards adopted by the Board relating to the eligibility for student enrollment in advanced courses or programs.

A student, or the student's parent or guardian, may decline to implement the provisions of an academic plan created for such student.

The academic plan may be part of the student's success plan, required for each student by Conn. Gen. Stat. §10-221a, if the student success plan's academic component intentionally focuses on advanced course and program participation.

#### IV. Guiding Principles and Implementation

The Board is aware that marginalized groups may be ~~are~~ chronically underrepresented in advanced level high school courses and programs of similar rigor. Low awareness of advanced courses and programs, insufficient preparation or failure to identify students with potential, and fear of social isolation may prevent ~~low income and minority~~ marginalized groups from enrolling in such courses or programs. ~~Further, other barriers to participation include the failure to identify students with potential, insufficient motivation and incentives on behalf of teachers and/or students, and funding.~~

The Board recognizes that course access and academic planning should be guided by considerations beyond traditional course eligibility criteria. An emphasis on equity must include a focus on increasing student's access to rigorous learning opportunities to assist all students to be prepared for success after high school. ~~The following District and school-level principles~~ The preceding eligibility criteria will contribute to fostering greater equity in student participation in advanced courses or programs.

**Instruction**

**Enrollment in an Advanced Course or Program and Challenging Curriculum**

The Superintendent or designee shall be responsible for implementing this policy and developing procedures in furtherance of this policy and in accordance with guidance provided by the Connecticut Department of Education.

Legal Reference:

Connecticut General Statutes § 10-221a

Connecticut General Statutes § 10-221w

Connecticut General Statutes § 10-221x

Connecticut State Department of Education, *District Guidance for Developing an Advanced Course Participation Policy* (March 2022 Draft)

ADOPTED: \_\_\_\_\_

REVISED: \_\_\_\_\_

4/29/2022

## Instruction

### Gifted and Talented Students Program

The Newtown Board of Education (Board) recognizes its responsibility to identify gifted and talented students within the school district and to provide these students with appropriate instructional adaptations and services. *(Districts are required to identify but provision of services is at the discretion of the local district.)* The Board is committed to providing identification and assessment which is responsive to students' economic conditions, gender, developmental differences, disabling conditions and cultural diversity.

For purposes of this policy, "gifted and talented students" means a each child identified by the Screening Team ~~Planning and Placement Team (PPT)~~ as (A) possessing demonstrated or potential abilities that give evidence of very superior intellectual, creative or specific academic capability and (B) needing differentiated instruction or services beyond those being provided in the general education program in order to realize the child's intellectual, creative or specific academic potential. The term shall include children with extraordinary learning ability and children with outstanding talent in the creative arts.

For purposes of this policy "outstanding talent in the creative arts" means a child identified by the Screening Team ~~Planning and Placement Team~~ as gifted and talented on the basis of demonstrated or potential achievement in music, the visual arts or the performing arts.

The ~~school district~~ Newtown Public Schools (the "District") shall provide educational programs for the gifted and talented, within budgetary constraints, which include a broad spectrum of learning experiences which increase knowledge and develop skills necessary for the student to function successfully in society while encouraging students to excel in areas of special competence and interest. *(optional language)*

Though early identification of the gifted and talented is important, it is essential that the identification of these students be recognized as a continuing process in that special abilities and skills appear at different times in the lives of many children and new children are regularly being enrolled in the system.

The Superintendent or his/her designee will develop procedures for an ongoing kindergarten through grade twelve identification process for gifted and talented students that includes multiple measures in order to identify student strengths in intellectual ability, creativity or a specific academic area.

Multiple measures may include, but are not limited to, tests of academic achievement, aptitude, intelligence, and creativity; achievement test scores; grades; student performance or products; samples of student work; parent, student, and/or teacher recommendations; and other appropriate measures. The identification methodology will include consideration of all students, including those who are English language learners and those with Individualized Education Programs (IEP) or Section 504 Plans, shall be developmentally appropriate, non-discriminatory, and related to the programs and services offered by the District.

## Instruction

### Gifted and Talented Students Program (continued)

The final determination in the identification of students as gifted and/or talented must be done by a ~~PPT~~ Screening Team. The Screening Team charged with this responsibility shall be composed of a group of certified or licensed professionals representing each of the teaching, administrative and pupil personnel staffs, who participate equally in the decision making process.

~~Though early identification of the gifted and talented is important, it is essential that the identification of these students be recognized as a continuing process in that special abilities and skills appear at different times in the lives of many children and new children are regularly being enrolled in the system.~~

Upon the identification of a student as gifted and talented, the District shall provide a paper copy and electronic notice of such identification to the parent/guardian of such student. Such notice shall include, but need not be limited to:

1. an explanation of how such student was identified as gifted and/or talented;
2. the contact information for the District's employee in charge of the provision of services to gifted and talented students, or, if there is no such employee, the District's employee in charge of the provision of special education and related services;
3. the contact information for the employee at the State Department of Education who has been designated as responsible for providing information and assistance to Boards of Education and parents or guardians of students related to gifted and talented students, pursuant to section 10-3e of the General Statutes; and
4. any associations in the state that provide support to gifted and talented students.

If a parent/guardian disagrees with the results of the evaluation conducted by the Screening Team, the parent/guardian has a right to a hearing.

As per state statute, the District may identify up to ten (10) percent of the total student population for the District as gifted and talented.

The school district, ~~should it decide to offer services to the gifted and talented,~~ shall utilize the guidelines, developed and promulgated by the State Department of Education (SDE), for providing gifted and talented-related services to those eligible students. The guidelines include best practices for the district to consider for (1) addressing the intellectual, social and emotional needs of gifted and talented students in schools and (2) providing teacher training and professional development on gifted and talented students.



## Instruction

### Gifted and Talented Students Program (continued)

Legal Reference: Connecticut General Statutes  
10-76a-(e) Definitions.  
10-76d-(e) Duties and powers of Boards of Education to provide special education programs and services.  
[Conn. Gen. Stat. § 10-76xx Notification of students identified as gifted and talented. Adoption of policy re equitable identification of gifted and talented students.](#)  
Regulations of Connecticut State Agencies Sections 10-76a-1–10-76l-1.  
~~P.A. 19-184 An Act Concerning the Provision of Special Education Gifted and Talented Education:~~  
Connecticut State Department of Education Guidance Regarding Identification and Service. SDE Guidance, March 2019,  
[P.A. 21-199 An Act Concerning Various Revisions and Additions to the Statutes Relating to Education and Workforce Development, Section 2](#)

Policy adopted:  
rev 6/17  
rev 7/19  
rev 4/22

**AGREEMENT BETWEEN**  
**NEWTOWN BOARD OF EDUCATION**  
**AND**  
**NEWTOWN PARAEDUCATORS ASSOCIATION**  
**LOCAL 136-13**  
**INTERNATIONAL FEDERATION OF**  
**PROFESSIONAL & TECHNICAL ENGINEERS, AFL/CIO/CLC**

**JULY 1, 2022 THROUGH JUNE 30, 2025**

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## **AGREEMENT**

### **PREAMBLE**

This Agreement made on the \_\_\_ day of \_\_\_\_\_, 2022, by and between the Newtown Board of Education, hereinafter referred to as the “Board”, and the Newtown Paraeducators Association, Local 136-13, International Federation of Professional & Technical Engineers, AFL/CIO, CLC and Paraeducators, hereinafter referred to as the “Association”.

### **Article 1 Recognition**

The Newtown Board of Education (hereinafter referred to as the “Board”) recognizes the Newtown Paraeducators Association, Local 136-13 International Federation of Professional & Technical Engineers, AFL/CIO/CLC and Paraeducators (hereinafter referred to as the “Association”) as the exclusive bargaining representative for employees employed as classroom, special education, clerical, tutorial and monitorial paraeducators by the Board of Education of Newtown, Connecticut, for the purpose of collective bargaining in respect to rates of pay, wages, benefits, hours of employment and conditions of employment in accordance with the certification of July 27, 1992, the Connecticut State Board of Labor Relations in Decision No. 3028, Case No. ME-14, 500 and as provided by Section 7-467 et seq. of the Connecticut General Statutes.

### **Article 2 Board Rights**

Except where such rights, powers and authority are specifically relinquished, abridged or limited by the provisions of this Agreement, the Board has and will continue to retain whether exercised or not, all the rights, powers and authority heretofore had by it, and shall have the sole right, responsibility and prerogative of management of the affairs of the Board of Education and direction of the working forces, including, but not limited to those rights provided by Conn. Gen. Stat. 10-220 and the following:

- a) To determine the care, maintenance and operation of equipment and property used for and in behalf of the purposes of the Board.
- b) To establish or continue policies, practices and procedures for the conduct of Board business and, from time to time, to change or abolish such policies, practices, or procedures, provided that the Board will notify the Association President of any change in Board policy affecting the duties and responsibilities of paraeducators within ten (10) days after approval of any such change (subject to the Association’s right to engage in impact bargaining in accordance with the Municipal Employee Relations Act).
- c) To discontinue processes or operations or to discontinue their performance by employees.

- d) To select and to determine the number and types of employees required to perform the Board's operations, and to create, modify and/or eliminate positions accordingly.
- e) To employ, transfer, promote or demote employees, or to lay off, terminate or otherwise relieve employees from duty for lack of work or other legitimate reasons when it shall be in the best interests of the Board.
- f) To prescribe and enforce reasonable rules and regulations for the maintenance of discipline and for the performance of work in accordance with the requirements of the Board, provided such rules and regulations are made known in a reasonable manner to the employees affected by them. Nothing in the preceding sentence shall be construed to prevent the Board from taking disciplinary action against an employee for conduct not prohibited by a specific rule or regulation if the employee should reasonably have known that such conduct was improper.
- g) To create job specifications and revise existing job specifications, subject to the Association's right to negotiate the assigned wage rates.
- h) To determine the work year, work day and work schedules for employees.

### **Article 3 Negotiations**

#### **3.1 Negotiations Over a Successor Agreement**

Not later than January 1 of the year in which this agreement expires, the Board and the Association agree to initiate negotiations over a successor agreement.

#### **3.2 No Strike**

Pursuant to Connecticut General Statute, Section 7-467, employees included in this Agreement shall not hinder the Board's operation by strike or withholding of services and the Board shall not pursue lock-out tactics of bargaining unit employees in any part of its operation.

### **Article 4 Grievance Procedure**

#### **4.1 Definitions**

A. A "grievance" is defined as any dispute between the Board and any employee which involves the interpretation or application of any of the provisions of this Agreement; or a claim based on the discriminatory application of written personnel policies relative to employment, copies of which will be supplied to the Association.

- B. A “grievant” is an employee in the paraeducators’ bargaining unit making said claim. The Association may represent the aggrieved person at any time during the grievance procedure.
- C. “Days” shall mean calendar days other than Saturdays, Sundays and holidays.

#### **4.2 Purposes**

- A. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to problems that may arise affecting the welfare or working conditions of members of this unit.
- B. Both parties agree these proceedings shall be kept as informal and confidential as may be appropriate at any level of the procedure.
- C. Nothing herein contained shall be construed as limiting the right of an employee having a grievance to discuss the matter informally with any appropriate member of the administration.

#### **4.3 Procedure**

- A. 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 be, however, extended by mutual agreement in writing or by email.
- B. If in the judgment of the Association, a grievance affects the bargaining unit as a whole, or any group or class within the unit, the Association President may submit such grievance in writing directly to the Superintendent at Level Two.
- C. If the grievant fails to file a grievance within the time limit set forth herein, such grievance shall be considered waived.
- D. 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.

#### **E. Informal - School Principal or Designated Administrator**

The Paraeducator with a grievance will meet to discuss the matter with the Principal or designated administrator directly or through/with an Association representative with the objective of resolving the matter informally.

#### **F. Level One - Formal - School Principal or Designated Administrator**

A grievant with a grievance shall, within fifteen (15) days following the event or condition on which the grievance is based, file a written grievance with his/her Principal or designated administrator. The Principal or designated administrator shall give the grievant a written response within five (5) days.

#### G. Level Two - Superintendent of Schools

1. In the event that the grievant is not satisfied with the disposition of the grievance at Level One, or in the event that no decision has been rendered within ten (10) days after presentation of the grievance, he/she may file a written grievance with the Superintendent within five (5) days after the response at Level One, or within fifteen (15) days after the grievance was presented, whichever is sooner. Any written grievance must set forth the specific article and section of this agreement that has allegedly been misinterpreted or misapplied or specific written personnel policies relative to employment that have been discriminatorily applied.
2. Within five (5) days after receipt of the written grievance, the Superintendent, or his/her designee, shall meet with the grievant (and representative of the Association if the grievant so desires) in an effort to resolve it. The grievant shall be given a written response to his/her grievance within ten (10) days after such meeting. The response will be signed by the Superintendent, or his/her designee, and will constitute the Superintendent's decision on the grievance.

#### H. Level Three - Board of Education

In the event that the grievant is not satisfied with the disposition of the grievance at Level Two, or in the event that no decision has been rendered within fifteen (15) days after presentation of the grievance to the Superintendent he/she may file such written grievance to the Board within fifteen (15) days after the meeting at Level Two. Within twenty (20) days after receiving the written grievance, the Board or Board committee shall meet with the grievant (and a representative of the Association and/or International Union 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 or Board committee within fifteen (15) days after such meeting.

#### I. Level Four - Arbitration

If a grievance is not settled at Level Three, the Association may submit the grievance to final and binding arbitration by providing written notice to the Superintendent of Schools with ten (10) days after the decision was rendered or should have been rendered at Level Three. The Board shall have the option to select either the State Board of Mediation and Arbitration (SBMA) or the American Arbitration Association (AAA) to hear the grievance. If the Board wishes to select the AAA to hear the grievance, it shall so notify the Association, in writing, within ten (10) days of receipt of the Association's written notice of intent to proceed to arbitration. In the event that



the Board does not so notify the Association within such time period, the Board shall thereby waive its right to select the AAA to hear the grievance. Not later than ten (10) days after receipt of notice from the Board designating its selection of an arbitration agency, or, in the event no such notice is received, within ten (10) days after the period for providing such notice has expired, the Association shall file for arbitration with the appropriate arbitration agency, with a copy to the Superintendent of Schools or his/her designee. The parties shall share the arbitration filing fee equally. For any case in which the Board exercises the option to have the AAA hear the grievance, the Board shall pay the arbitrator's fees.

The arbitration proceedings will be conducted in accordance with the rules and regulations of the applicable arbitration agency. 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 parties agree that the decision of the arbitrator shall be final and binding, except as otherwise provided by law, 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 4.1.A.

#### **4.4 Miscellaneous**

- A. The grievant(s), together with witness(es) and the Association representatives, shall suffer no loss of earnings or benefits as a result of meetings or hearings scheduled during school hours as a result of the application of this grievance arbitration procedure. When feasible, all meetings or hearings shall be held within the hours of the employees' work day, with the exception of Level 3, which will be scheduled in accordance with Board of Education scheduled meetings.
- B. No reprisals of any kind shall be taken by either party or any member of the administration against any participants in the grievance procedure.
- C. Grievances and responses to grievances shall be filed separately from the personnel files of the grievant. This does not preclude the Board from placing memoranda or similar material that are disciplinary in nature in the individual employee's file. The grievant has the right to attach a statement of rebuttal to any disciplinary material added to his/her file. If such disciplinary matter is the subject of a grievance and the grievance is decided in favor of the grievant, it shall be removed from the file, consistent with such decision.

### **Article 5 Employment Practices**

#### **5.1 Conditions of Employment**

- A. Non-Discrimination

The Board agrees not to discriminate against any Association officer, member or representative relating to employment in violation of federal or state statutes.

#### B. Employment Practices

1. The Board will provide a copy of this agreement to newly hired employees. The Director of Human Resources will provide Association Officers with information regarding any new hires through real-time electronic transmission no later than ten (10) days after the employee was hired or the first pay period of the month after the employee was hired, whichever is earlier.
2. All new employees will serve a probationary period for six (6) school calendar months for the purpose of performance evaluation, during which time they may be terminated without recourse to the grievance procedure. After the first three (3) school calendar months of the probationary period, employees may use accrued sick and personal time. Probationary employees are entitled to holiday pay.
3. The Superintendent reserves the right to increase a paraeducator's hours upward of 50% of their regular hours within a school year to meet students' needs without posting the position.
  - a. In the event said increase places the paraeducator at or over twenty-seven and one-half (27.5) hours/week the position must be posted internally.
  - b. Notification of an increase in an employee's hours will be given to the Association President prior to notifying the employee of the anticipated increase.

#### C. Vacancies and New Positions

1. When the Board decides to fill a vacancy or new position within the paraeducators' bargaining unit, it shall email all paraeducators via district email and post notice of the vacancy or new position on the District's website for a period of five (5) business days. Such notification shall indicate that interested candidates shall apply for the position using the district's electronic process. The notice of such vacancy or new position shall clearly set forth the responsibilities, qualifications, and salary. Qualified bargaining unit applicants shall be granted an interview. When there are two or more applicants for such vacancy or new position, the Superintendent or his/her designee will make the decision based on qualifications and seniority. Qualifications include, but are not limited to, previous work experience, educational background, evaluations, and interview. The decisions by the Superintendent or his/her designee regarding whether a bargaining unit employee is qualified for a vacancy or new position, and regarding which applicant will be appointed to the vacancy or new position, must be submitted in writing to the Association President upon written request within

five (5) business days with the reason for the decisions. Such decisions shall not be grievable.

2. In the event that a currently employed paraeducator (“internal candidate”) is determined to be not qualified, the Superintendent or his/her designee will notify the candidate that he/she is not qualified for the new position or vacancy. Upon request from an internal candidate, the Superintendent or his/her designee responsible for hiring may provide feedback as to the reason the candidate is deemed not qualified.
3. After the first three (3) school calendar months of the probationary period, probationary employees will be eligible to apply for a vacancy or new position.

D. Involuntary Transfers

1. The Superintendent shall have the right to transfer employees in the best interest of the school system. Involuntary transfers shall be made only after the vacancy has been posted in all schools and on the district website for five (5) business days. In the event that there are no qualified applicants for the posted vacancy or new position, the involuntary transfer may be made with the approval of the Superintendent or his/her designee. The qualified employee with the least seniority shall be the first to be transferred. Transfers shall be made only after the Association President has been notified and, if necessary, a meeting with the employee and the Superintendent or his/her designee wherein the employee shall be informed of the reason for the transfer.
2. Whenever a vacancy occurs in a position from which an employee has been involuntarily transferred, that person shall have the first opportunity to request a transfer back to that position.

## 5.2 Work Schedules

A. Work Year/Work Week

1. The work year and week shall be in accordance with the calendar year established for the Newtown School System. The number of days worked in a school year and the number of hours worked in a day shall be determined at the beginning of the school year or at the time a position is filled by the school Principal in accordance with needs and the budget.
2. Attendance at Convocation Day activities shall be mandatory for all Paraeducators. In the event that the Board schedules professional development for Paraeducators on Convocation Day, following the Convocation program, attendance at the professional development program shall be mandatory for all Paraeducators. The Administration will confer with the Association President in developing the content for the professional development session. Paraeducators who are in attendance on Convocation Day (including any professional

development program scheduled for Convocation Day) shall be paid at their regular hourly rate.

3. A Paraeducator may request to work up to four (4) hours in the week prior to the start of the school year in coordination with the teachers' start date. Any such request shall include a written plan describing the job responsibilities that will be carried out by the Paraeducator during such time. All such requests shall be subject to the approval of the Principal and supervisor.
4. The work year for K-4 Library Media Center Paraeducators will be five (5) days longer than the contractual work year for Paraeducators, with three (3) days prior to and two (2) days after the end of the regular work year.

#### B. Work Day

1. On PLC (teacher training) days, parent/teacher conference days and high school exam days, employees may work their regular workday and shall be paid at their regular hourly rate based on the number of hours worked on such days.
2. Notwithstanding the foregoing, the Board shall provide professional development for Paraeducators on at least two (2) delayed opening days and/or early release days per year, to be scheduled by the Administration in consultation with the Association President. (In the event that the Board does not schedule professional development for Paraeducators on Convocation Day for any school year, the Board shall provide professional development for Paraeducators on at least three (3) delayed opening days and/or early release days for that school year). Such professional development will occur during the delayed opening or early release portion of such day(s). Attendance for such professional development program(s) shall be mandatory for all Paraeducators who are scheduled to work during those hours. Attendance for Paraeducators who are not scheduled to work those hours shall be voluntary, and the Paraeducators who attend such program(s) shall be paid at their regularly hourly rate, even if such attendance exceeds their scheduled work week. The Administration will confer with the Association President in developing the content for the professional development sessions. The Board reserves the right to schedule additional professional development with appropriate notice.
3. The work week for the position of Behavior Interventionist will be thirty-five (35) hours per week.

### **5.3 Unscheduled Delayed Opening or Early Dismissal**

- A. An unscheduled delayed opening or early dismissal is defined as any change in the school day hours not previously identified at the start of the school year within the Board's established school calendar. This change can be the result of, but not limited to, such occurrences as inclement weather, power outages, or other emergencies.

- B. Paraeducators will be compensated for their full day, regardless of hours worked and regardless of when the change in school day was determined. In the event a Paraeducator is absent on any such day due to illness or personal leave, they shall be charged a full sick/personal day, notwithstanding the delayed opening or early dismissal.

#### **5.4 Assignment**

Employees already employed in the school system shall be notified of any modification of their building assignment by the Board or its designee for the ensuing year no later than August 15<sup>th</sup>.

#### **5.5 Seniority, Layoff, Recall**

- A. Seniority shall be defined as an employee's continuous length of service with the Board from that employee's date of hire in a position in the Paraeducators' bargaining unit.
- B. Seniority and continuity of employment will not be considered broken by an approved leave.
- C. Layoff, Recall and Reduction in Hours.
  - 1. In the event an employee's position is eliminated, the reduction in force will be based on seniority with the least senior employee laid off first pursuant to Section 5.5. -D.9 herein.
  - 2. Laid off employees shall have recall rights for one full year from the date of layoff.
  - 3. When employees are to be recalled, the first one recalled shall be the last one laid off.
  - 4. Seniority for a laid off employee shall continue from the date of recall.
  - 5. Accumulated sick leave benefits shall be restored to an employee upon recall under this provision and Article 7.
  - 6. In the event that an employee is laid off and recalled in the same school year, any personal leave time remaining at the time of layoff will be restored upon recall under this provision and Article 7.
  - 7. No new employees shall be hired while employees qualified to perform the work (as defined in Article 5, Section 5.1.C.1) are laid off and are still on recall.

8. Whenever a position is eliminated, or the hours are reduced and an employee's insurance benefit status is changed as a result of the reduction, the Superintendent will review remaining employee positions within the district for placement of the affected employee based on seniority and qualifications. This review will be for placement in a similar position with the same work hours for the most senior employee.
9. Layoff Procedure: When it is necessary to have layoffs, including elimination of positions or a cut in the number of hours of a position, the following procedures shall be adhered to:
  - a) Management has the right to determine which positions are affected, and what the remaining positions shall be.
  - b) For each position that is reduced in hours, the employee in the position shall be given the option of accepting the reduction or, if eligible, choosing to bump into another position.
  - c) Once the reduction in hours for an employee is set, a layoff list shall be established.
  - d) The bumping process shall be based on the number of hours in a position, and the employee's seniority.
    1. An employee cannot bump into a position with a greater number of hours.
    2. The most senior affected employee shall bump the least senior employee with the same number of hours.
    3. This shall continue in each case with the next most senior employee bumping the next least senior employee.
      - a. Should there be no employee to be bumped with the same number of hours, the bumping employee shall bump the least senior employee with fewer hours that is closest to the number of hours in the bumping employee's current position.
      - b. At some point, there will be a situation where an employee has no one to bump.
  - e) Once employees are informed of what position they may bump into, they will be given five (5) calendar days, other than Saturdays, Sundays and holidays, to determine if they will accept the position (subject to a possible reduction of such time period by mutual agreement of the Superintendent or his/her designee and the Association President, based on extenuating circumstances).

f) Any positions that are vacated will be posted, and open to all internal employees, and anyone with recall eligibility, in accordance with Article 5, Section 5.1.C.1.

g) The following employees shall be qualified to be on a recall list:

Those whose positions have been eliminated, or who have been bumped, and there is no one for them to bump; and if they have attempted to find another position and have not been able to do so.

h) Should an employee on the recall list not attempt to apply for a vacant or new equal or similar position for which they are qualified, the employee shall be removed from the recall list.

i) Should a qualified employee refuse to bump into the offered position, and refuse to apply for any comparable (within three (3) hours per week of current assignment) position, the employee shall be considered to have resigned from the district, and shall not be placed on the recall list.

## **5.6 Discipline and Dismissal**

A. Disciplinary action, including dismissal, shall be for just cause only.

B. All disciplinary actions must be documented by the building or district administrator. A copy of any disciplinary action shall be given to the Association President at the time it is given to the employee.

C. Discipline shall be progressive and corrective in nature and may include verbal warnings (notation to employee's file), written warnings, suspensions with or without pay, and/or dismissal.

D. Any employee may be subject to immediate suspension or dismissal for serious offenses.

E. Employees shall have the right to grieve any disciplinary actions.

## **5.7 Bulletin Boards**

The Association will have access to bulletin boards maintained in faculty lounges to display notices, circulars, and other Association material. Copies of such material will be given to the building Principal in advance of posting, but his advance approval will not be required. The Association agrees that it will not post any material which is derogatory to the administration, the Board, or any member thereof, or the school system.

## **5.8 Personnel Files and Evaluations**

- A. Employees will be evaluated at least annually by their immediate supervisor.
- B. In conjunction with Board designees, the Association officers would have the opportunity to establish a standardized performance evaluation form to be used in all the schools.
- C. Administrators, teachers and immediate supervisors are encouraged to place information of a positive nature indicating special competencies, achievements, performances or special contributions in employees' personnel files.
- D. Employees have the right to inspect their personnel files, to receive photocopies of any relevant materials therein and to attach a written comment to any evaluation or correspondence within ten (10) days of its placement in the file. No critical or negative material shall be placed in the employee's personnel file unless a copy has been given to the employee. Verbal and written warnings three (3) years old or older in the personnel file cannot be used for progressive discipline against an employee except in the case of a similar offense.

## **Article 6 Compensation**

### **6.1 Salary**

The salary schedule for positions covered by this agreement is as set forth in Appendix A attached hereto and made a part of this agreement.

### **6.2 Rate of Pay**

- A.
  1. All employees currently employed by the Board as of the date of ratification of this contract shall be placed on the level of wages as outlined in Appendix A.
  2. All employees hired by the Board subsequent to the date of ratification of this contract shall be placed on the Base Level of pay (Level 1), except as otherwise provided in Appendix A with respect to K-4 Library Media Center Paraeducators.
  3. Advancement from one level to the next on Appendix A shall occur in accordance with the provisions of Appendix A.
- B. Paraeducators who have been employed by the Board and have left the district will be given full credit for their prior service with the Board, provided they are rehired by the Board within one (1) year from the date they left the district. Full credit for such prior service with the Board will be given for wage level placement, accumulated sick time and seniority, less the time away from the district. A paraeducator rehired by the



Board more than one (1) year after leaving the district will re-enter as a new employee.

- C. All employees will be paid for hours worked only in accordance with the appropriate level on the pay scale.
- D. Employees are required to submit their timesheets in a timely fashion, which shall be Friday at noon in the week before payday. (This day and time may vary if it is a week containing a holiday). The designation of personal and sick days on time sheets is binding, and cannot be changed after the fact, later than the next payroll period.

### **6.3 Salary Payments**

Employees shall be paid bi-weekly, via direct deposit, in accordance with the standard payroll pay periods from September through June. Salary payment vouchers will be sent electronically to all employees.

### **6.4 Longevity**

A longevity benefit based on cumulative years of employment as an employee in the Newtown Public School System shall be as follows: an employee who has completed ten (10) or more years of service on their anniversary date each year shall receive a longevity payment of \$100 in addition to their annual salary. After completing fifteen (15) years or more, the longevity payment will be \$175 in addition to their annual salary. After completing twenty (20) years or more, the longevity payment will be \$225 in addition to their annual salary. Longevity payments will be made on their first payday in December. Employees hired after September 30, 2005 shall not be eligible for longevity payments.

### **6.5 Substitute Teacher Coverage**

When a paraeducator is assigned (to act as a substitute teacher) to cover a class when the teacher is not present, the paraeducator shall receive an additional stipend of fifteen dollars (\$15) for a half day and thirty dollars (\$30) for a full day.

For grades K-6, a half-day shall be defined as no less than one-half hour up to three (3) hours of classroom coverage in a given day.

For grades 7-12, a half-day shall be defined as not less than the equivalent of one (1) classroom period and not more than three (3) hours total during one school day.

Anything beyond three (3) hours at any grade level is considered a full day.

### **6.6 School Committee/Clubs/Athletic Teams**

Any Paraeducator assigned to work with a student who is participating in an after-school activity will be compensated at their regular rate of pay up to forty (40) hours per week,

and must be approved by the Superintendent or his/her designee. Any work over forty (40) hours will be compensated at time and a half.

### **6.7 Field Trips**

In the event an employee is assigned to accompany students on an overnight field trip, the employee shall be compensated for all hours that the employee is actively working with the student. The employee shall be paid at straight time for all hours in that week, up to forty (40) hours, and shall be paid at time-and-a-half for all hours over forty (40) and for all hours on Saturday and Sunday.

### **6.8 Workshops/Seminars**

Employees shall be compensated at their regular hourly rate when attending job related workshops/seminars on a regularly scheduled school day. The workshop/seminar must be approved by the Principal or special education administrator as relevant to the employee's professional responsibilities.

### **6.9 Educational Compensation**

Association members who have five (5) or more years of consecutive employment with the Board and a Bachelor's Degree or higher shall receive as an Educational Stipend an additional \$0.25 per hour in addition to their salary set forth in Appendix A.

### **6.10 Personal Care Compensation**

Association members who assist students in Activities of Daily Living (including without limitation, toileting, feeding, or diapering) for one (1) full work day or more, shall receive additional compensation in the amount of \$1.00 per hour. The parties agree that such compensation is to be paid only when an employee is at work and performing the duties described in this section. If an employee is absent from work for any reason, the employee shall not be eligible for such compensation during the period of absence. If an employee fills in for an absent employee in performing such responsibilities for one (1) full work day or more, the employee filling in will receive the additional compensation set forth in this section for the time period in which the employee performs such responsibilities. The Board shall provide Association members with the training necessary to assist students in Activities of Daily Living.

### **6.11 Compensation for Behavioral Interventionists**

Behavioral Interventionists shall receive additional compensation in the amount of \$1.50 per hour.

## **6.12 Compensation for Chemistry Lab Paraeducator**

The Chemistry Lab Paraeducator shall receive additional compensation in the amount of \$1.00 per hour.

## **6.13 Compensation for Project Adventure Paraeducator**

The Project Adventure Paraeducator shall receive additional compensation in the amount of \$1.00 per hour.

### **Article 7 Approved Absences**

#### **7.1 Sick Leave**

A. Sick leave of fifteen (15) days annually (prorated for new hires), with full pay, cumulative to a maximum of one hundred fifty (150) working days, shall be credited to employees. Employees may utilize up to five (5) sick days annually for purposes of caring for an ill household member.

B. Paraeducators will be compensated for the number of hours they were scheduled to work on the day taken as sick leave.

C. Employees shall be notified of their sick leave status on their payroll vouchers.

#### **7.2 Personal Days**

Each school year, all employees shall be entitled to three (3) personal days with pay, which will be prorated for new hires, for legal, religious, business or family matters; i.e., as defined in Section 7.4, the birth of a child, marriage, serious illness in employee's household or immediate family that requires absence during school hours. Personal days 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, recreation, or holidays.

#### **7.3 Temporary Disability Leave**

Temporary disability, including maternity leave, shall be provided in accordance with state and federal laws, and employees shall be allowed to use their available sick and personal days. Employees may be required by Central Office to complete paperwork in accordance with the Family and Medical Leave Act when the employee qualifies.

#### **7.4 Bereavement Leave**

- A. Leave shall be granted with full pay for five (5) working days following a death in the household or the immediate family. Immediate family members shall be defined as parents, stepparents, foster parents, guardians, brothers, sisters, in-laws (mother, father), spouse, children or stepchildren.
- B. There will be a maximum three (3) days leave for grandparents and brothers or sisters-in-law. In special cases, the Superintendent or his/her designee may make allowance.

## **7.5 Leaves Without Pay**

- A. Leaves of absence for an agreed duration not to exceed one year may be granted by the Board without pay when such action is recommended by the Superintendent or his/her designee for reasons of maternity, personal illness, immediate family emergencies, or disability.
- B. At the discretion of the Board, other extended leaves not covered by this agreement, with or without salary, may be granted upon the recommendation of the Superintendent or his/her designee.
- C. Employees on unpaid leave of absence may have the option of purchasing medical benefits for any period during their leave if permitted by the insurance carrier and if they were already eligible for insurance and purchasing from the Board, with the approval of the Board.
- D. An employee who returns to work upon termination of any leave of absence shall be reinstated in his or her previous position at the same salary level on the current wage scale.
- E. Employees shall be permitted to take up to two (2) unpaid in-session days with prior approval of the Superintendent. The employee must provide the Director of Pupil Personnel Services or the building Principal with notice in writing at least two (2) weeks in advance, unless emergency circumstances prevent two (2) weeks' notice. The employee must inform the supervisor as to the emergency circumstances. Such days are not to be taken consecutively and are not to be used to extend holidays, vacations, or other approved periods of absence.

## **7.6 Jury Duty**

- A. Any employee who is called for jury duty shall receive the necessary leave to fulfill this legal obligation. This leave shall not be deducted from sick or personal leave. For the period of jury duty, the employee shall receive from the Board pay equal to the amount by which, if any, his or her regular pay exceeds the fee for jury duty.
- B. The employee called for jury duty shall notify the Superintendent or his/her designee in writing as soon as the employee has received either a notice from the court

indicating that he/she has been selected for service on the jury panel or a notice to appear in court for service on the jury panel.

### **7.7 Paid Holidays**

For the 2022-23 contract year, employees will be entitled to one (1) paid holiday. This paid holiday will be Thanksgiving Day.

Effective with the 2023-24 contract year, employees will be entitled to two (2) paid holidays: Thanksgiving Day and New Year's Day.

## **Article 8 Association Rights**

### **8.1 Association Dues**

- A. Upon the submission of a written authorization signed by an employee, the Board will deduct the Association's dues from the pay of the employee and such authorization shall continue from year-to-year unless revoked. The deductions shall be made in bi-monthly installments and sent directly to the treasurer of the Association within ten (10) days of such deduction.
- B. The Association shall hold the Board harmless against all claims and any other forms of liability that may arise by reason of any action taken in making deductions and remitting it to the Association.

### **8.2 Association Meetings on School Property**

All Association activities, other than grievance meetings and negotiations, shall be held before or after school hours. Requests for Association meetings on school property shall be made to the proper authority.

### **8.3 Membership List**

The Board shall prepare a list of all employees covered by this agreement. The list will be available every one hundred twenty (120) calendar days. The list will show each employee's date of hire, school assignment, rate of pay and such additional information as required by applicable law, and will be supplied to Association officers.

### **8.4 Paid Time for Association Activities**

- A. The Association President, or his/her designee, who is required to attend grievance sessions during working hours shall suffer no loss of earnings and shall be paid at his/her regular rate for their normally worked hours.
- B. Negotiations will be held at a time mutually convenient to both parties.

**Article 9  
Insurance Benefits**

**9.1 Workers' Compensation**

Whenever an employee is absent from work as a result of personal injury compensable under the Connecticut Worker's Compensation Law, full salary less the amount of weekly compensation award, shall be paid for the first one hundred twenty (120) work days, after which normal benefits as provided by Connecticut State Law shall apply. Such absence shall not be charged to the employee's sick leave. This provision is not intended to provide any benefit greater than what the employee would have normally received at full pay.

**9.2 Employee Protection**

- A. The Board will protect and save harmless any member of the unit from any financial loss and expense, including legal fees and costs arising out of any claim(s), demand, suit, or judgment as provided by Connecticut General Statutes, Sec. 10-235 (as amended from time-to-time).
- B. The Board will provide liability insurance for all employees covered by this agreement for any claims of ordinary negligence against an employee performing his/her assigned duties.

**9.3 Group Medical Insurance**

- A. High Deductible Health Plan/Health Savings Account ("HSA Plan") (as described in Appendix C)

The following High Deductible Health Plan shall be the sole health insurance plan:

HDHP		
Cost Shares Provisions	In-Network	Out-of Network (OON)
Annual Deductible (individual/aggregate family)	\$2,250/\$4,500	
Medical Cost Share	0%/100% (no member copays or coinsurance)	20/80% after deductible, up to co-insurance maximum

Prescription Drug Coverage	Subject to deductible then: \$10 Generic, \$30 Preferred Brand, and \$50 Non-Preferred Brand, up to co-insurance maximum	20/80% after deductible, up to co-insurance maximum
Coinsurance Maximum	\$0 Medical \$1,000/2,000 RX  (Includes In-Network Post Ded. RX Copays)	\$2,250/4,500  (Includes OON Medical and OON RX Coinsurance)
Annual Combined In and Out of Network Out-of-Pocket Maximum <sup>(1)</sup>	\$5,500 individual coverage/\$11,000 family coverage (includes deductible and in-network and out-of-network cost shares)	
Lifetime Maximum	Unlimited	Unlimited
Preventive Care	Deductible not applicable	20% after deductible, subject to co-insurance limits

(1) Note: If a participant incurs no out-of-network services after the deductible the total Out-of-Pocket Max would be limited to \$3,250/\$6,500.

Following exhaustion of the applicable deductible, prescription drugs shall be subject to post-deductible co-payments of \$10/30/50 (2X Copay for mail order 90 day supply).

The Board will fund forty-five percent (45%) of the applicable HSA deductible (with pro-rated funding of the deductible for employees who are hired after commencement of the insurance plan year). In the first year an employee participates, the Board shall deposit the full amount of its contribution into the employee's HSA in September. Thereafter, the Board shall deposit one-half of its contribution into the employee's HSA in September and the remaining one-half of its contribution in January.

The parties acknowledge that the Board's contribution toward the funding of the HSA plan is not an element of the underlying insurance plan, but rather relates to the manner in which the deductible shall be funded for actively employed paraeducators. The Board shall have no obligation to fund any portion of the HSA deductible for retirees or other individuals upon their separation from employment.

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

(1) preventive physical examination during the term of the contract, the Board will make a one-time contribution into the employee’s HSA, in the following amounts, as applicable:

Individual coverage:           \$100  
 Family coverage:               \$200

For the purposes of this paragraph, the measurement period for completing the physical examination will be the calendar year. The Board will make its additional HSA contributions on or about the July 1<sup>st</sup> following completion of the calendar year during which the physical exams are completed.

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

B. Employees will contribute the following premium contributions toward the costs of coverage for health insurance:

	Effective July 1, 2022	Effective July 1, 2023	Effective July 1, 2024
HDHP Plan	18%	18%	18%

C. For all purposes under this Article, the term “dependent child” shall be defined in accordance with applicable law. In the event of a question about a dependent receiving insurance coverage, the Board may require the employee to provide a certified copy of that portion of the employee’s Federal Income tax Return that lists dependents, or other legal documents showing the employee’s legal responsibility to provide health insurance.

D. All employees are eligible for health insurance when working at a level of twenty-seven and one-half (27.5) hours or more per week.

E. 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. Other carriers may be substituted provided the overall level of benefits remains substantially comparable, when considered as a whole, at no additional cost to the employee.
2. The Association shall have the opportunity to study the proposed plan(s) for a period of thirty (30) working days.



3. If, at the end of the aforementioned thirty (30) working days, there is a disagreement between the parties on whether or not the plan(s) offer(s) 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 their rules and regulations. The decision of the arbitrator shall be binding on the parties. If the arbitrator rules the Board’s alternate carrier meets the criteria previously outlined in the section, and the Board changes carriers, the standards must be maintained during the life of the agreement. The Association shall retain the right to ask the arbitrator to reinstate the original carrier if the standards outlined are not maintained.

**F. Annual Enrollment**

An election to reinstate coverage may be made during the “open enrollment” period held in May or June of each year and shall be effective during the succeeding July 1 through June 30 period. This clause does not affect new employees or the addition of new dependents.

**G. Employee Cancellation of Board Coverage**

Employees may change their insurance enrollment status during the insurance plan year only to the extent permitted by Section 125 of the Internal Revenue Code.

- H. In the event the total cost of a group health plan offered under this Agreement triggers an excise tax under Internal Revenue Code §49801 (“Cadillac” tax), or any other State or Federal Law, the Parties agree to a reopener limited to alternatives to address the impact of the Cadillac Tax.

**9.4 Life Insurance**

Employees working twenty-three (23) hours or more per week will be covered for accidental death and dismemberment and life insurance in the amount of \$30,000 at no cost to the employee.

**9.5 Dental Insurance**

All employees working twenty-seven and one-half (27.5) or more hours per week may elect to purchase current Board of Education dental coverage. Such employees shall pay the following percentages of the premium costs:

Effective July 1, 2022	Effective July 1, 2023	Effective July 1, 2024
40%	30%	21.5%

## **9.6 Pension**

- A. After six (6) months of employment, employees hired prior to July 1, 2015 working twenty-three (23) or more hours per week shall be eligible to join the Town pension plan. Personnel currently covered shall retain coverage. The plan shall be administered in accordance with the rules and regulations of the Town pension plan.
- B. Employees hired on or after July 1, 2015 shall be eligible to participate in the Town defined contribution plan.

### **Article 10 Savings Clause**

If any provision of this agreement is, or at any time shall be, found contrary to law, then the provision shall not be applicable except to the extent permitted by law. The Board and the Association shall jointly consider the effect of such a finding and determine what, if any, future action may be required. During this period, all other provisions shall continue in effect.

### **Article 11 Signing and Distribution**

Within two (2) weeks of the ratification by the Association and the Board of any successor agreement or as soon thereafter as is reasonably possible, the Board agrees to submit the new written agreement to the President of the Association for signature. Within two (2) weeks of signature by both parties or as soon thereafter as is reasonably possible, the Board agrees to have copies of the agreement available for distribution to the President, the negotiating committee, the international representative and all Association officers of the Association. The Association will distribute copies of the agreement.

### **Article 12 Duration**

- 12.1** This agreement shall become effective on July 1, 2022 and shall remain in full force and effect until June 30, 2025.
- 12.2** In the event that the Board and the Association fail to secure a successor to this agreement prior to its expiration as set forth in Section 12.1 hereof, each provision of this agreement shall be continued in full force and until a succeeding agreement is entered into.

THE NEWTOWN BOARD OF EDUCATION

\_\_\_\_\_  
By Its Authorized Representative

\_\_\_\_\_  
Date:

NEWTOWN PARAEDUCATORS ASSOCIATION  
Local 136-13, International Federation of  
Professional & Technical Engineers,  
AFL/CIO, CLC

\_\_\_\_\_  
By Its Authorized Representative

\_\_\_\_\_  
Date

**APPENDIX A  
WAGES  
JULY 1, 2022-JUNE 30, 2025**

		<b>2022-23</b>	<b>2023-24</b>	<b>2024-25</b>
Level 1	0-5 Years	\$16.45	\$16.78	\$17.11
Level 2	6-10 Years	\$16.85	\$17.19	\$17.53
Level 3	11-15 Years	\$17.40	\$17.75	\$18.10
Level 4	16+ Years	\$18.75	\$19.13	\$19.51

Employees shall advance on the wage levels as follows:

- a) After completing five (5) years of service (i.e., after the employee reaches the fifth (5<sup>th</sup>) anniversary date), the employee will advance to Level 2, effective on the January 1<sup>st</sup> or July 1st following that anniversary date, whichever occurs first.
- b) After completing ten (10) years of service (i.e., after the employee reaches the tenth (10<sup>th</sup>) anniversary date), the employee will advance to Level 3, effective on the January 1<sup>st</sup> or July 1st following that anniversary date, whichever occurs first.
- c) After completing fifteen (15) years of service (i.e., after the employee reaches the fifteenth (15<sup>th</sup>) anniversary date), the employee will advance to Level 4, effective on the January 1<sup>st</sup> or July 1st following that anniversary date, whichever occurs first.
- d) For example, an employee with a date of hire of September 15, 2021 will advance on the wage levels as follows:

Event	Date	Wage Level
Date of Hire	9/15/21	Effective 9/15/21, the employee is placed on Level 1.
5 <sup>th</sup> Anniversary	9/15/26	Effective 1/1/27, the employee moves to Level 2.
10 <sup>th</sup> Anniversary	9/15/31	Effective 1/1/32, the employee moves to Level 3.
15 <sup>th</sup> Anniversary	9/15/36	Effective 1/1/37, the employee moves to Level 4.

- e) For example, an employee with a date of hire of March 1, 2022 will advance on the wage levels as follows:

Event	Date	Wage Level
Date of Hire	3/1/22	Effective 3/1/22, the employee is placed on Level 1.
5 <sup>th</sup> Anniversary	3/1/27	Effective 7/1/27, the employee moves to Level 2.
10 <sup>th</sup> Anniversary	3/1/32	Effective 7/1/32, the employee moves to Level 3.
15 <sup>th</sup> Anniversary	3/1/37	Effective 7/1/37, the employee moves to Level 4.

Note: Employees' wage level placements/advancements for the 2022-25 contract shall be as set forth in parties' signed April 7, 2022 name-by-name bargaining unit listing.

- Due to the different responsibilities of K-4 Library Media Center Paraeducators, those positions will have a different rate of pay. The rate of pay will be unrelated to the Date of Hire, and will be set at Level 4.

**Grandfathered Pay Levels:**

The following pay levels shall apply only to those employees who were placed on Step 7 (Level 6) or Step 6 (Level 5), respectively, as of June 30, 2007. There shall be no movement between Levels 5 and 6 for any such employee.

		2022-23	2023-24	2024-25
Level 5	Everyone on Step 6, June 30, 2007	\$19.56	\$19.95	\$20.35
Level 6	Everyone on Step 7, June 30, 2007	\$21.20	\$21.62	\$22.06

## APPENDIX B

# Your summary of benefits



Your Plan: Anthem Century Preferred PPO H S A \$2,250/\$4,500

Your Network: Century Preferred RX copays \$10/\$30/\$50

*This summary of benefits is a brief outline of coverage, designed to help you with the selection process. This summary does not reflect each and every benefit, exclusion and limitation which may apply to the coverage. For more details, important limitations and exclusions, please review the formal Evidence of Coverage (EOC). If there is a difference between this summary and the Certificate of Insurance or Evidence of Coverage (EOC), the Certificate of Insurance or Evidence of Coverage (EOC), will prevail.*

Covered Medical Benefits	Cost if you use an In-Network Provider	Cost if you use a Non-Network Provider
<b>Overall Deductible</b> <i>See notes section to understand how your deductible works. Your plan may also have a separate Prescription Drug Deductible. See Prescription Drug Coverage section.</i>	\$2,250 person / \$4,500 family	
<b>Out-of-Pocket Limit</b> <i>When you meet your out-of-pocket limit, you will no longer have to pay cost-shares during the remainder of your benefit period. See notes section for additional information regarding your out of pocket maximum.</i>	\$3,250 person / \$6,500 family	\$5,500 person / \$11,000 family
<b>Preventive care/screening/immunization</b> <i>In-network preventive care is not subject to deductible, if your plan has a deductible. Included are the preventive care services that meet the requirements of federal and state law, including certain screenings, immunizations and physician visits.</i>	No charge	20% coinsurance after deductible is met
<b>Doctor Home and Office Services</b>		
<b>Primary care visit to treat an injury or illness</b>	0% coinsurance after deductible is met	20% coinsurance after deductible is met
<b>Specialist care visit</b>	0% coinsurance after deductible is met	20% coinsurance after deductible is met

# Your summary of benefits

Covered Medical Benefits	Cost if you use an In-Network Provider	Cost if you use a Non-Network Provider
<b>Routine Prenatal Care</b>	No Charge	20% coinsurance after deductible is met
<b>Routine Postnatal Care</b>	No Charge	20% coinsurance after deductible is met
<b>Other practitioner visits:</b> Retail health clinic	0% coinsurance after deductible is met	20% coinsurance after deductible is met
On-line Medical Visit <i>Live Health Online is the preferred telehealth solutions (<a href="http://www.livehealthonline.com">www.livehealthonline.com</a>)</i>	0% coinsurance after deductible is met	20% coinsurance after deductible is met
Acupuncture <i>Covered</i>	0% coinsurance after deductible is met	20% coinsurance after deductible is met
<b>Other services in an office:</b> Allergy testing	0% coinsurance after deductible is met	20% coinsurance after deductible is met
Chemo/radiation therapy	0% coinsurance after deductible is met	20% coinsurance after deductible is met
Dialysis/Hemodialysis	0% coinsurance after deductible is met	20% coinsurance after deductible is met
Prescription drugs <i>For the drugs itself dispensed in the office thru infusion/injection.</i>	0% coinsurance after deductible is met	20% coinsurance after deductible is met

# Your summary of benefits

Covered Medical Benefits	Cost if you use an In-Network Provider	Cost if you use a Non-Network Provider
<b>Diagnostic Services</b> <b>Lab:</b> Office  Freestanding/ Site-of-Service Lab  Outpatient Hospital	0% coinsurance after deductible is met  0% coinsurance after deductible is met  0% coinsurance after deductible is met	20% coinsurance after deductible is met  20% coinsurance after deductible is met  20% coinsurance after deductible is met
<b>X-ray:</b> Office  Freestanding/ Site-of-Service Radiology Center  Outpatient Hospital	0% coinsurance after deductible is met  0% coinsurance after deductible is met  0% coinsurance after deductible is met	20% coinsurance after deductible is met  20% coinsurance after deductible is met  20% coinsurance after deductible is met
<b>Advanced Diagnostic Imaging:</b> <i>Imaging services include MRI, MRA, CAT, CTA, PET, and SPECT scans</i> Office  Freestanding/ Site-of-Service Radiology Center  Outpatient Hospital	0% coinsurance after deductible is met  0% coinsurance after deductible is met  0% coinsurance after deductible is met	20% coinsurance after deductible is met  20% coinsurance after deductible is met  20% coinsurance after deductible is met



# Your summary of benefits

Covered Medical Benefits	Cost if you use an In-Network Provider	Cost if you use a Non-Network Provider
<p><b>Emergency and Urgent Care</b></p> <ul style="list-style-type: none"> <li><b>Urgent Care</b></li> <li><b>Emergency Room Facility Services</b></li> <li><b>Emergency room doctor and other services</b></li> <li><b>Ambulance Transportation</b></li> </ul>	<p>0% coinsurance after deductible is met</p> <p>0% coinsurance after deductible is met</p> <p>0% coinsurance after deductible is met</p> <p>0% coinsurance after deductible is met</p>	<p>20% coinsurance after deductible is met</p> <p>Covered as In-Network</p> <p>Covered as In-Network</p> <p>Covered as In-Network</p>
<p><b>Outpatient Mental Health and Substance Use Disorder</b></p> <ul style="list-style-type: none"> <li><b>Doctor office visit and Online Visit</b></li> <li><b>Facility visit:</b> <ul style="list-style-type: none"> <li>Facility fees</li> </ul> </li> <li><b>Doctor Services</b></li> </ul>	<p>0% coinsurance after deductible is met</p> <p>0% coinsurance after deductible is met</p> <p>0% coinsurance after deductible is met</p>	<p>20% coinsurance after deductible is met</p> <p>20% coinsurance after deductible is met</p> <p>20% coinsurance after deductible is met</p>
<p><b>Outpatient Surgery</b></p> <ul style="list-style-type: none"> <li><b>Facility fees:</b> <ul style="list-style-type: none"> <li>Hospital</li> </ul> </li> <li><b>Freestanding Surgical Center</b></li> </ul>	<p>0% coinsurance after deductible is met</p> <p>0% coinsurance after deductible is met</p>	<p>20% coinsurance after deductible is met</p> <p>20% coinsurance after deductible is met</p>

# Your summary of benefits

Covered Medical Benefits	Cost if you use an In-Network Provider	Cost if you use a Non-Network Provider
<b>Doctor and other services</b>	0% coinsurance after deductible is met	20% coinsurance after deductible is met
<b>Hospital Stay (all Inpatient stays including Maternity, Mental/Behavioral Health, Substance Abuse, Infertility, Hospice and Human Organ and Tissue Transplant services):</b>		
<b>Facility fees (for example, room &amp; board)</b>	0% coinsurance after deductible is met	20% coinsurance after deductible is met
<b>Doctor and other services</b>	0% coinsurance after deductible is met	20% coinsurance after deductible is met
<b>Recovery &amp; Rehabilitation</b>		
<b>Home health care</b> <i>Coverage is limited to 200 visits per benefit period (80 of those visits can be Home Health Aide visits). Limit is combined In-Network and Non-Network.</i>	0% coinsurance after deductible is met	20% coinsurance after deductible is met
<b>Rehabilitation services (for example, physical/speech/occupational therapy/chiropractic):</b>		
<b>Office</b> <i>Coverage for rehabilitative and habilitative physical therapy, occupational therapy, chiropractic and speech therapy combined is limited to 50 visits per benefit period. Limit is combined across professional visits and outpatient facilities. Limit is combined In-Network and Non-Network</i>	0% coinsurance after deductible is met	20% coinsurance after deductible is met
<b>Outpatient hospital</b> <i>Coverage for rehabilitative and habilitative physical therapy, occupational therapy, chiropractic and speech therapy combined is limited to 50 visits per benefit period. Limit is combined across professional visits and outpatient facilities. Limit is combined In-Network and Non-Network</i>	0% coinsurance after deductible is met	20% coinsurance after deductible is met

# Your summary of benefits

Covered Medical Benefits	Cost if you use an In-Network Provider	Cost if you use a Non-Network Provider
<p><b>Cardiac rehabilitation</b></p> <p>Office</p> <p>Outpatient hospital</p>	<p>0% coinsurance after deductible is met</p> <p>0% coinsurance after deductible is met</p>	<p>20% coinsurance after deductible is met</p> <p>20% coinsurance after deductible is met</p>
<p><b>Skilled nursing care (in a facility)</b>  <i>Coverage for In-Network Provider and Non-Network Provider combined is limited to 120 days per benefit period.</i></p>	<p>0% coinsurance after deductible is met</p>	<p>20% coinsurance after deductible is met</p>
<p><b>Hospice</b></p>	<p>0% coinsurance after deductible is met</p>	<p>20% coinsurance after deductible is met</p>
<p><b>Durable Medical Equipment</b>  <i>Coverage for hearing aids is limited to 1 per ear every 2 years.</i></p>	<p>0% coinsurance after deductible is met</p>	<p>20% coinsurance after deductible is met</p>
<p><b>Prosthetic Devices</b>  <i>Mandatory coverage of a wig if prescribed by a licensed oncologist for a patient who suffers hair loss as a result of chemotherapy. Member cost share for prosthetic arms, legs and microprocessors is 0% coinsurance after deductible when In-Network.</i></p>	<p>0% coinsurance after deductible is met</p>	<p>20% coinsurance after deductible is met</p>

# Your summary of benefits

Covered Prescription Drug Benefits	Cost if you use an In-Network Provider	Cost if you use a Non-Network Provider
<b>Pharmacy Deductible</b>	Combined with medical deductible	Combined with medical deductible
<b>Pharmacy Out of Pocket</b>	Combined with medical out of pocket maximum	Combined with medical out of pocket maximum
<b>Prescription Drug Coverage</b> <i>National Drug List</i> <i>This product has a 30-day supply is available at a Retail Pharmacy. A 90 day supply is available through Home Delivery.</i>		
<b>Tier 1 - Typically Generic</b> <i>Covers up to a 30 day supply (retail pharmacy). Covers up to a 90 day supply (home delivery program).</i>	\$10 copay after deductible is met (\$10 retail and home delivery).	20% coinsurance after deductible (retail )
<b>Tier 2 – Typically Preferred Brand</b> <i>Covers up to a 30 day supply (retail pharmacy). Covers up to a 90 day supply (home delivery program).</i>	\$30 copay after deductible is met (\$60 copay home delivery).	20% coinsurance after deductible (retail )
<b>Tier 3 - Typically Non-Preferred Brand</b> <i>Covers up to a 30 day supply (retail pharmacy). Covers up to a 90 day supply (home delivery program).</i>	\$50 copay after deductible is met (\$100 retail and home delivery).	20% coinsurance after deductible (retail)



# Your summary of benefits

## Notes:

- ◆ The family deductible and out-of-pocket maximum are non-embedded; the deductible can be met individually or accumulatively.
- ◆ Your coinsurance, copays and deductible count toward your out of pocket amount.
- ◆ For additional information on this plan, please visit [sbc.anthem.com](http://sbc.anthem.com) to obtain a "Summary of Benefit Coverage".
- ◆ If your plan includes out of network benefits, all services with calendar/plan year limits are combined both in and out of network.
- ◆ If your plan includes out of network benefits and you use a non-participating provider, you are responsible for any difference between the covered expense and the actual non-participating providers charge. When receiving care from providers out of network, members may be subject to balance billing in addition to any applicable copayments, coinsurance and/or deductible. This amount does not apply to the out of network out of pocket limit.

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Questions: Visit us at [www.anthem.com](http://www.anthem.com)

## Language Access Services:

### Get help in your language

Curious to know what all this says? We would be too. Here's the English version:

If you have any questions about this document, you have the right to get help and information in your language at no cost. To talk to an interpreter, call (844) 682-6553.

Separate from our language assistance program, we make documents available in alternate formats for members with visual impairments. If you need a copy of this document in an alternate format, please call the customer service telephone number on the back of your ID card.

(TTY/TDD: 711)

**Arabic (العربية):** إذا كان لديك أي استفسارات بشأن هذا المستند، فيحق لك الحصول على المساعدة والمعلومات بلغتك دون مقابل. للتحدث إلى مترجم، اتصل على (844) 682-6553.

**Armenian (հայերեն).** Եթե այս փաստաթղթի հետ կապված հարցեր ունեք, դուք իրավունք ունեք անվճար ստանալ օգնություն և տեղեկատվություն ձեր լեզվով: Թարգմանչի հետ խոսելու համար զանգահարեք հետևյալ հեռախոսահամարով՝ (844) 682-6553:

**Chinese(中文):** 如果您對本文件有任何疑問，您有權使用您的語言免費獲得協助和資訊。如需與譯員通話，請致電 (844) 682-6553。

**Farsi (فارسی):** در صورتی که سؤالی پیرامون این سند دارید، این حق را دارید که اطلاعات و کمک را بدون هیچ هزینه‌ای به زبان مادری‌تان دریافت کنید. برای گفتگو با یک مترجم شفاهی، با شماره (844) 682-6553 تماس بگیرید.

**French (Français):** Si vous avez des questions sur ce document, vous avez la possibilité d'accéder gratuitement à ces informations et à une aide dans votre langue. Pour parler à un interprète, appelez le (844) 682-6553.

**Haitian Creole (Kreyòl Ayisyen):** Si ou gen nenpòt kesyon sou dokiman sa a, ou gen dwa pou jwenn èd ak enfòmasyon nan lang ou gratis. Pou pale ak yon entèprèt, rele (844) 682-6553.

**Italian (Italiano):** In caso di eventuali domande sul presente documento, ha il diritto di ricevere assistenza e informazioni nella sua lingua senza alcun costo aggiuntivo. Per parlare con un interprete, chiami il numero (844) 682-6553.

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**Korean (한국어):** 본 문서에 대해 어떠한 문의사항이라도 있을 경우, 귀하에게는 귀하가 사용하는 언어로 무료 도움 및 정보를 얻을 권리가 있습니다. 통역사와 이야기하려면 (844) 682-6553 로 문의하십시오.

**Navajo (Diné):** Díí naaltsoos biká'ígíí łahgo bina'idiłkíidgo ná bohónéedzǫ́ dóo bee ahóót'i' t'áá ni nizaad k'ehǫ́ bee nił hodoonih t'áadoo báhá ilínígóó. Ata' halne'ígíí la' bich'i' hadeesdzih nínizingo koǫ́' hodiłnił (844) 682-6553.

## Language Access Services:

**Polish (polski):** W przypadku jakichkolwiek pytań związanych z niniejszym dokumentem masz prawo do bezpłatnego uzyskania pomocy oraz informacji w swoim języku. Aby porozmawiać z tłumaczem, zadzwoń pod numer: (844) 682-6553.

**Punjabi (ਪੰਜਾਬੀ):** ਜੇ ਤੁਹਾਡੇ ਇਸ ਦਸਤਾਵੇਜ਼ ਬਾਰੇ ਕੋਈ ਸਵਾਲ ਹੁੰਦੇ ਹਨ ਤਾਂ ਤੁਹਾਡੇ ਕੋਲ ਮੁਫਤ ਵਿੱਚ ਆਪਣੀ ਭਾਸ਼ਾ ਵਿੱਚ ਮਦਦ ਅਤੇ ਜਾਣਕਾਰੀ ਪ੍ਰਾਪਤ ਕਰਨ ਦਾ ਅਧਿਕਾਰ ਹੁੰਦਾ ਹੈ। ਇੱਕ ਦੁਬਾਸ਼ੀਏ ਨਾਲ ਗੱਲ ਕਰਨ ਲਈ, (844) 682-6553 ਤੇ ਕਾਲ ਕਰੋ।

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**Vietnamese (Tiếng Việt):** Nếu quý vị có bất kỳ thắc mắc nào về tài liệu này, quý vị có quyền nhận sự trợ giúp và thông tin bằng ngôn ngữ của quý vị hoàn toàn miễn phí. Để trao đổi với một thông dịch viên, hãy gọi (844) 682-6553.

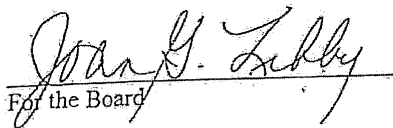
### **It's important we treat you fairly**

That's why we follow federal civil rights laws in our health programs and activities. We don't discriminate, exclude people, or treat them differently on the basis of race, color, national origin, sex, age or disability. For people with disabilities, we offer free aids and services. For people whose primary language isn't English, we offer free language assistance services through interpreters and other written languages. Interested in these services? Call the Member Services number on your ID card for help (TTY/TDD: 711). If you think we failed to offer these services or discriminated based on race, color, national origin, age, disability, or sex, you can file a complaint, also known as a grievance. You can file a complaint with our Compliance Coordinator in writing to Compliance Coordinator, P.O. Box 27401, Mail Drop VA2002-N160, Richmond, VA 23279. Or you can file a complaint with the U.S. Department of Health and Human Services, Office for Civil Rights at 200 Independence Avenue, SW; Room 509F, HHH Building; Washington, D.C. 20201 or by calling 1-800-368-1019 (TDD: 1-800-537-7697) or online at <https://ocrportal.hhs.gov/ocr/portal/lobby.jsf>. Complaint forms are available at <http://www.hhs.gov/ocr/office/file/index.html>.

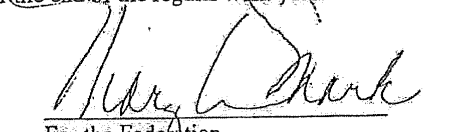
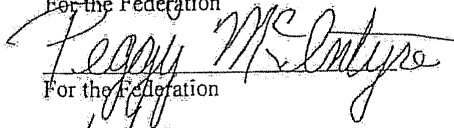

MEMORANDUM OF UNDERSTANDING  
Between  
Newtown Board of Education  
And  
Newtown Educational Assistants, Local 136  
International Federation of  
Professional & Technical Engineers, AFL/CIO/CLC

The following has been agreed to between the Newtown Board of Education and Newtown Educational Assistants, Local 136, International Federation of Professional & Technical Engineers, AFL/CIO/CLC:

- 1) There are five Educational Assistants currently working in the Library Media Centers at each of the four elementary schools and at Reed Intermediate School. After significant discussion, and development of a job description (attached), it was agreed that the position is a hybrid position, i.e., a combination of aspects of an educational assistant and of other responsibilities. Historically, the position has been in the educational assistant union. The focus of the position is on instructional support, as well as supporting the running of the Library Media Center. Thus, the position will be maintained in the Educational Assistants Federation with a separate category of Elementary (K-6) Library Media Assistant.
- 2) Due to the different responsibilities of an Educational Assistant working in the Library Media Center (as compared to other Educational Assistants), it is agreed that these positions will have a different rate of pay than other Federation members. The rate of pay will be unrelated to the Date of Hire, and will be set at Level 4, as set out in the Newtown Educational Assistant contract. The rate of pay for 2008-09 will be \$13.97/hour.
- 3) It is further agreed that individual employees in these five positions during the course of the 2007-08 school year will be paid a retroactive rate for the entire 2007-08 year, for the hours that they worked. The rate of pay for 2007-08 will be \$13.56/hour.
- 4) The work year for the Elementary (K-6) Library Media Assistants will be five days longer than the contractual work year for Educational Assistants, with three days prior to and two days after the end of the regular work year.

  
For the Board

  
Date

  
For the Federation  
  
For the Federation  
  
Date



Newtown Public Schools

Non-Resident Tuition Rate

2022-2023

	Calculated 2014-15	Calculated 2015-16	Calculated 2016-17	Calculated 2017-18	Calculated 2018-19	Calculated 2019-20	Calculated 2020-21	Calculated 2021-22	Recommended 2022-23
Board of Education Approved Operating Budget	\$71,345,305	\$71,587,946	\$73,665,065	\$72,995,957	\$76,054,231	\$78,104,410	\$78,651,776	\$78,651,776	\$82,134,639
Board of Education Approved Debt Service* Capital & Non-Recurring Fund	\$5,448,870	\$5,136,338	\$3,990,255	\$4,416,701	\$4,516,073	\$4,109,495	\$4,009,580	\$4,009,580	\$3,638,703
Total Approved Operations & Debt Service	\$76,794,175	\$76,724,284	\$77,755,320	\$77,412,658	\$80,570,304	\$82,213,905	\$82,661,356	\$82,661,356	\$85,773,342
Projected Enrollment for School Year	4,786	4,543	4,404	4,270	4,263	4,185	4,086	4,011	4,097
Tuition Charge = Operations & Debt divided by Enrollment	\$16,046	\$16,888	\$17,656	\$18,129	\$18,900	\$19,645	\$20,230	\$20,609	\$20,936
<b>Calculated Tuition Rate (Rounded)</b>	<b>\$16,000</b>	<b>\$16,900</b>	<b>\$17,600</b>	<b>\$18,100</b>	<b>\$18,900</b>	<b>\$19,600</b>	<b>\$20,200</b>	<b>\$20,200</b>	<b>\$20,900</b>
# Students for full-tuition									
<b>Recommended Tuition Rate (Rounded)</b>									<b>\$20,900</b>

\*From End of Year ED001 Report, 2013-14, 2014-15, 2015-16, 2016-17, 2017-18, 2018-19, 2019-20, 2020-21 from the Town Finance Office.

Tuition Income Received

Tuition Income Estimated

Non-Employee Receipts

Budget

	\$44,000	\$29,775	\$32,916	\$34,390	\$38,745	\$32,340	\$43,430	\$51,510	\$42,845
	\$16,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
						\$32,340	\$32,340	\$32,340	\$32,340

Employee Rate @ 25%	\$4,000	\$4,225	\$4,400	\$4,525	\$4,725	\$4,900	\$5,050	\$5,050	\$5,225
Additional Child Rate @ 15%			\$2,640	\$2,715	\$2,835	\$2,940	\$3,030	\$3,030	\$3,135
		discount for 2nd	\$1,760	\$1,810	\$1,890	\$1,960	\$2,020	\$2,020	\$2,090

**Please Note: These minutes are pending Board approval.**  
**Board of Education**  
**Newtown, Connecticut**

Minutes of the Board of Education meeting held on June 7, 2022 at 6:30 p.m. in the Reed Intermediate School Library, 3 Trades Lane.

D. Zukowski, Chair	L. Rodrigue
J. Vouros, Vice Chair	A. Uberti
D. Ramsey, Secretary	T. Vadas
R. Harriman	15 Staff
D. Cruson	60 Public
J. Kuzma	
J. Larkin	
C. Savo	
M. Irving	

Ms. Zukowski called the meeting to order at 6:34 p.m.

Item 1 – Pledge of Allegiance

Item 2 – Celebration of Excellence

Lorrie spoke about celebrating the retirees and students tonight. The retirees include Tom Einhorn, Principal of Newtown Middle School and teachers Linda Baron from Middle Gate School, and Karolyn Baumgartner, Carol Skolas, Randi Kiely and Margaret O’Callaghan from Newtown High School. The teachers unable to attend were Nancy Cedor from Reed Intermediate School, Mary Connolly from Newtown Middle School and Janet Filmer and Doreen Merritt from Newtown High School.

The top 5% of the Newtown High School class of 2022 included Rachel Arena, Brian Garten, Sean Kenny, Norah Kolb, Elliot Lurie, Juan Mendez, Naha Nawaz, Benjamin Ochs, Jeremy Pankow, Christina Savo, Samuel Stably, Aiden Waaler, Jasper White, Jordan Wittmer, Andy Zhang and Salutatorian Amanda Stowe and Valedictorian Cate Fischer.

The CAFE Student Leadership Awards were given to Stephen Mammola and Luke Stewart from Newtown Middle School and Christina Savo and Rayna Toth from Newtown High School. The Western Connecticut Superintendent Association/CAPSS Student Recognition Awards were given to Madeline Norrett and Benjamin Fitzgerald from Newtown Middle School and Allison McCarthy and Matthew Irving from Newtown High School.

Leah Rojas, Newtown High School Senior was recognized for placing fourth in the 2022 Congressional Art Show. Saahil Ray, Newtown High School Junior was recognized for receiving the 2022 George A. Coleman Excellence in Equity Award.

The student Board of Education Representatives next year will be Kirtana Kunzweiler and Daniel Godino.

Item 3 – Consent Agenda

MOTION: Mr. Cruson moved that the Board of Education approve the consent agenda which includes the correspondence report. Mrs. Kuzma seconded. Motion passes unanimously.

Item 4 – Public Participation

Item 5 – Reports

Chair Report: Ms. Zukowski said Board members would be involved in three committees. Mr. Vouros will be on the middle school principal search committee, Mr. Ramsey will be on the director of teaching and learning search committee, and she and Mrs. Larkin will be on the NFT negotiations committee. The Legislative Council will be discussing updates to the Town Charter

this week. CABE is waiting for the contract from the State regarding the CABE Lighthouse Training.

**Superintendent's Report:**

Dr. Rodrigue said she will be sending a final communication to parents and staff. Middle School moving up ceremonies will be held June 14 in the high school gym and high school graduation is June 15 in the stadium. She thanked everyone at the school level for taking advantage of the at home Covid testing. She is finalizing staffing needs for next year and thanked our student representatives for their reports is year.

**Committee Reports:**

Mr. Cruson reported the Policy Committee focused on tonight's policies to pass before July 1.

Mr. Ramsey said the Communications Sub-committee meeting spoke about highlighting those that work on the front line. Matt Memoli spoke about what occurs during the summer months.

Mrs. Kuzma noted that Hope Bray spoke about the Bounce Back program at Reed at the Social Emotional Health and Wellness Sub-committee meeting. Anne Dalton spoke about community initiatives.

Mr. Vouros said that the Curriculum and Instruction Committee discussed the grade 6-8 math pilot program and Mrs. Uberti gave the curriculum audit update and encouraged the public to look at the minutes from that meeting.

Board members shared how much they enjoyed the various school concerts and art shows they attended.

**Student Representatives:**

Ms. Zukowski thanked the students for being wonderful representatives on the Board and wished them the best.

Ms. Savo spoke about end of the year activities such as the spring health fair, the seniors presented their Capstone projects, and 53 new members were inducted into the National World Language Society.

Mr. Irving noted that May 26 was the senior dinner dance. The marching band was in the Memorial Day parade in Washington D.C. The Best Buddies prom was Saturday and final exams have begun.

**Item 6 – Presentations**

**Action on Grade 6 – 8 Math Pilot Resource:**

Dr. Frank Purcaro presented information on the grades 6 – 8 Math Pilot resource chosen which is *HTM Into Math*.

Mrs. Harriman thanked Dr. Purcaro for what he has done for the district as he has made an incredible difference. She asked how his resource will work with grade 6 plus students to which Dr. Purcaro said they offer an accelerated version of the resource.

Ms. Zukowski said Amity will get a great assistant superintendent. She thanked him and wished him the best.

Mrs. Uberti said it has been a pleasure to work with Dr. Purcaro and it was a real blessing when the Board supported his position and that he walked in the door. What we did during the pandemic could not have been done without Dr. Purcaro and his experience.

Dr. Rodrigue thanked the Board for supporting this position. Dr. Purcaro was the right person and she thanked him and Mrs. Uberti for their outstanding work.

MOTION: Mr. Cruson moved that the Board of Education approve *HTM Into Math* as the Grades 6 – 8 Math Pilot Resource. Mrs. Harriman seconded. Motion passes unanimously.

#### Item 7 – Old Business

Hawley Update:

Dr. Rodrigue wanted the Board to have the final update on the Hawley relocation. Kelly MacLaren spoke about the Sandy Hook piece, Jenna Connors spoke about welcoming students to Reed and Carla Tischio thanked them for their collaboration. Hawley will be comfortable in their spaces and is grateful for how welcomed we are.

Mr. Ramsey thanked them for this tremendous effort.

Mr. Vouros was glad there will be co-teaching.

#### Item 8 – New Business

Ratification and Implementation of the New Superintendent's Contract:

MOTION: Mr. Cruson moved that the Board of Education ratify the contract negotiated between Christopher Melillo and the Board for a period of three years commencing on July 1, 2022 and continuing through June 30, 2025. Mr. Vouros seconded. Motion passes unanimously.

Possible Action on Mentor for the Superintendent:

Ms. Zukowski spoke to Dr. Collins. The cost for two meetings per month and phone calls when necessary is \$475 per month which is \$5,700 for 12 months. She prefers to allow the amount of \$6,000.

Mrs. Vadas noted that we have funds to cover that amount.

MOTION: Mr. Cruson moved that the Board of Education designate Randall Collins as Christopher Melillo's mentor for a period of one year and for a total cost of not more than \$6,000. Mr. Ramsey seconded.

Mrs. Harriman asked if the calls are billed at \$195 per hour.

Ms. Zukowski said that amount is if he needs to meet in person or by video.

Mrs. Harriman asked if we had a comparison between CAFE and CAPSS regarding time and availability.

Mr. Cruson also wanted a comparison between CAPSS.

Mr. Ramsey was in favor of Dr. Collins because of his work with the Board and knowledge in connection with Mr. Melillo. It's worth the expenditure.

Mrs. Larkin felt that Dr. Collins would be a good fit. He spent a considerable amount of time with the search and everyone involved and did a good job.

Mrs. Harriman wanted to clarify this was not an indication of not supporting Dr. Collins but we pay dues for CAFE and CAPSS and we should see what they offer and possibly not have to spend the Board's money.

Ms. Zukowski asked Mr. Cruson to reach out to CAFE to see what is available from them and qualifications a mentor would have.

Mr. Ramsey said that due to his start on July 1 he did not want to have a delay.

Ms. Zukowski would reach out to CAPSS.

MOTION: Mr. Cruson moved to postpone this motion until the June 21 meeting.

Vote: 6 ayes, 1 nay (Mr. Ramsey) Motion passes.

Food Service Bid:

MOTION: Mr. Cruson moved that the Board of Education award the food services bid to Chartwells as recommended by the food service committee. Mrs. Kuzma seconded.

Mrs. Vadas thanked the committee members and spoke about the bid process. Chartwells came out on top with a 95. The contract has to go to the State of Connecticut before approved. Motion passes unanimously.

School Activities Fund Accounts:

MOTION: Mr. Cruson moved that the Board of Education approve the continuation of the school activities fund account. Mrs. Harriman seconded. Motion passes unanimously.

Mrs. Vadas spoke about these which are approved each year. They are special revenue accounts that belong to the students and are audited every year. The balances are increasing a little due to Covid.

Motion passes unanimously.

First Read of Policies:

Mr. Cruson noted that these policies are required to be approved by July 1. There were three policies but were combined into two and will meet the State of Connecticut requirements. Policy 6141.51 / 6141.52 were combined and deals with enrollment in an advanced course or program and challenging curriculum.

Mrs. Harriman asked why the change was made on the bottom of page c under #4 regarding marginalized groups.

Mr. Cruson said minorities are chronically misrepresented. Shipman had concerns about the language but we shared concerns it was happening in our schools. We changed it to broaden it so it's not just minorities.

Mrs. Harriman appreciated the change to marginalized.

Policy 6172 Gifted and Talented Students Program is the CAFE version. Mr. Cruson noted that the biggest concern is PPT is crossed out and was being replaced by Screening Team. Special education PPTs generally include parents. Mrs. Earle said the state doesn't include parents. We heard back from legal and they are in favor of using PPT and not changing it to screening team.

Mr. Vouros agrees there is no need to change.

Mr. Ramsey concurred.

Minutes of May 17, 2002:

MOTION: Mr. Cruson moved that the Board of Education approve the minutes of May 17, 2022.

Mrs. Harriman seconded. Vote: 6 ayes, 1 abstained (Mr. Vouros)

Item 9 – Public Participation

Danielle Lozer, 1 Grays Plain Road, thanked Dr. Correia for discussing racism in Reed regarding the uptick in using the “N” word. She was asked to report the incident to see if DEI was necessary. Dr. Correia moved to not punish, but to educate.

Linda O’Sullivan, 8 Farmery Lane, spoke about affirmative action and racial conflicts.

Tony Keating Oak Ridge Drive, noted criticism of Newtown students and gave his opinion on DEI.

MOTION: Mr. Cruson moved that the Board of Education go into executive session for the discussion and possible action on non-union wages and invited Dr. Rodrigue and Mrs. Vadas. Mr. Ramsey seconded. Motion passes unanimously.

Item 10 – Executive Session

Executive session began at 8:49 p.m.

Mrs. Harriman left the meeting at 9:35 p.m.

Item 11 – Public Session for Possible Vote

MOTION: Mr. Cruson moved that the Board of Education approve the salary adjustments for all non-union employees for 2022-2023 as per the Superintendent’s recommendation. Mrs. Kuzma seconded. Motion passes unanimously.

MOTION: Mr. Cruson moved to adjourn. Mrs. Kuzma seconded. Motion passes unanimously.

Item 12 – Adjournment

The meeting adjourned at 10:15 p.m.

Respectfully submitted:

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Donald Ramsey  
Secretary