

AGREEMENT

Between

NEWTOWN
ASSOCIATION OF SCHOOL ADMINISTRATORS

and

NEWTOWN BOARD OF EDUCATION

2021-2024

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AGREEMENT

BETWEEN

THE BOARD OF EDUCATION OF THE
TOWN OF NEWTOWN, CONNECTICUT

AND

THE NEWTOWN
ASSOCIATION OF SCHOOL ADMINISTRATORS

EFFECTIVE

July 1, 2021- June 30, 2024

PREAMBLE

The Board of Education of the Town of Newtown and the Newtown Association of School Administrators, hereinafter referred to as the BOARD and the ASSOCIATION or NASA for purposes of this contract, recognize that the development of educational programs of the highest quality, for the benefit of the students and the town, is a common responsibility which can be best attained when each group utilizes the ability, experience, creativity and judgment of the other.

ARTICLE 1
General

Subject to the provisions of this Agreement, current conditions of employment applicable on the effective date of this Agreement shall continue to be so applicable.

The Board of Education recognizes the Newtown Association of School Administrators as the exclusive bargaining representative of all administrative employees eligible under the provisions of Section 10-153b(a)(1) of the Connecticut General Statutes. It is agreed that the positions of Superintendent, Assistant Superintendent, Director of Business and Finance, Director of Human Resources, Director of Transportation and Director of Operations are excluded. The term "Administrator" when used in this contract refers to administrative employees eligible to be members of the Association.

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

1.1.1 Enumerated Rights. The exclusive functions and rights of the Board include, but are not restricted to, the right to: direct the operation of the public schools in the system in all aspects; select and employ new personnel; manage the school system and the direction of its work force; determine methods and levels of financing and budget allocation; provide, when necessary, for the transportation of students; designate the schools to be attended by the children in the system; establish the number of schools to be utilized by the system; maintain good public elementary and secondary schools and provide such other educational activities as in its judgment will best serve the interests of the system to give the children of the system as nearly equal advantages as may be practicable; maintain and operate buildings, lands, apparatus and other property used for school purposes; decide the textbooks to be used; make rules for the arrangement, use and safekeeping of the school libraries and to approve the books selected therefore; prepare and submit budgets and, in its sole discretion, expend monies appropriated to the Board for the maintenance and operation of the schools, and to make such transfers of funds within the appropriated budget as it shall deem desirable; determine, and from time to time redetermine, the number of Board personnel and the methods and materials to be employed; select and determine the qualifications of administrators required to promote the efficient operation of the school system; distribute work to personnel in accordance with the job content and job requirements determined, and from time to time redetermined, by the Board; determine the procedures for promotion of personnel; create, enforce and, from time to time, change rules and regulations concerning discipline of personnel; discipline, suspend or discharge personnel; and, otherwise take such measures as the Board may determine to be necessary to promote the orderly, efficient and safe operation of the school system.

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

The Association recognizes that the Board has and retains the full and exclusive powers to manage, operate and administer the Newtown School System except to the extent such powers are abridged or modified by a specific provision of this Agreement or by statute.

ARTICLE 2
Savings Clause and Duration

A. Saving Clause

If any provision of this Agreement is, or shall at any time, found to be contrary to law, then such provision shall not be applicable or performed or enforced, except to the extent permitted by law, and the Association and the Board shall jointly consider the effect of such findings and determine future action, if any, with respect to the area of such provision. In the event that any provision of this Agreement is, or shall at any time be contrary to law, all other provisions of this Agreement shall continue in effect.

B. Duration

The duration of this contract shall be effective as of July 1, 2021, and shall continue and remain in full force and effect through June 30, 2024.

ARTICLE 3
Negotiation Procedure

The Board and the Association agree to negotiate in good faith in an effort to secure a successor agreement in accordance with prevailing Connecticut General Statutes.

ARTICLE 4
Transfers

With regard to transfers of administrators from one school to another, both the Board and the Association recognize that the Superintendent has the sole responsibility for this decision; however the views of the administrator(s) to be transferred shall be solicited prior to such transfer.

ARTICLE 5
Administrative Vacancies

A. As used in this Article, the term “days” shall mean business days on which the district’s central office is open.

B. Any and all administrative vacancies which arise within the school system shall be published widely in our own school system and in teacher placement bureaus and universities within 10 days of the position being declared vacant or of a new position being created by action of the Board. Announcement date, qualifications, duties, and compensation should be

clearly stated in the material. The notice should be dated and posted at least 10 days before the closing date for application. Except in cases of emergency, appointments to these positions should be made a minimum of 30 days previous to the date that the appointment is to become effective. Where there are two or more applicants for any vacancy or new position, the Board will make its decision based on qualifications and seniority. Qualification means certification, educational background, previous experience, evaluations, bona fide occupational qualifications and recommendations.

- C. Administrators shall be notified by electronic mail of all vacancies and new positions.
- D. Temporary vacancies created by extended sick or personal leaves shall be filled on an acting basis until the administrator(s) return(s) to their position(s).

ARTICLE 6
Grievance Procedure

A. Purpose

The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to problems which may arise affecting the welfare or working conditions of administrators. Both parties agree that all proceedings shall be kept confidential to the extent permitted by law. A grievance must be in writing and specifically identify at the lowest step the event or circumstances which affect the condition of employment of an administrator or administrators or on the specific language of this agreement that is alleged to have been violated, or claims of failure to follow the established procedures of the administrator evaluation and support program approved by the Board, as provided in Section 10-151b of the Connecticut General Statutes.

B. Definitions

1. "Grievance" shall mean a claim based either on an event or circumstances which affect the conditions of employment of an administrator or a group of administrators or on the language of this contract or a breach thereof, or a claim of failure to follow the established procedures of the administrator evaluation and support program approved by the Board, as provided in Section 10-151b of the Connecticut General Statutes.

2. A "grievant" is the person or persons making the claim.

3. "Administrator" shall mean any administrative employee or group of administrative employees eligible for membership in the Newtown Administrators' Association as set forth in Article 1 of this Agreement.

4. A "party in interest" is the person or persons making the claim and any person

who might be required to take action or against whom action might be taken in order to resolve the claim.

5. "Superintendent" for the purpose of this Section shall mean and include the Superintendent and/or the Superintendent's designee.

6. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level shall be considered a maximum, and every effort should be made to expedite the process. "Days," as used in this Article, shall mean business days on which the district's central office is open.

C. Procedure

1. Informal Conference

Prior to filing a written grievance with the Superintendent of Schools at Level One, an administrator may discuss the matter giving rise to the potential grievance informally with the employee's immediate supervisor.

2. Level One - Superintendent of Schools

a. A grievant shall file a written grievance with the Superintendent of Schools no later than twenty (20) days after a circumstance or event which has given rise to a potential grievance.

b. The Superintendent shall, within ten (10) days after receipt of the referral, meet with the aggrieved administrator and/or the administrator's representative(s) for the purpose of resolving the grievance.

c. The Superintendent shall, within ten (10) days after the hearing, render the Superintendent's decision and the reasons therefore in writing to the aggrieved administrator, with a copy to the Association.

3. Level Two- Board of Education

a. If the grievant is not satisfied with the disposition of the grievance at Level One, the grievant may request that the Association file the grievance for appeal to the Board of Education. If the Association believes an appeal should be filed, the Association shall file the appeal with the Board within ten (10) days after the decision at Level One.

b. The Board of Education shall, within fifteen (15) days after receipt of the appeal, meet with the aggrieved administrator and/or the administrator's representative(s) for the purpose of resolving the grievance.

c. The Board shall, within ten (10) days after such meeting, render its decision and the reasons therefore in writing to the aggrieved administrator, with copies to the Association and the Superintendent.

4. Level Three - Arbitration

If a grievance is not settled at Levels One or Two, the Association may submit the grievance to final and binding arbitration before an arbitrator selected in accordance with the Voluntary Rules of Labor Arbitration of the American Arbitration Association, provided that such submission is made within ten (10) days after the decision was rendered or should have been rendered at Level Two and, provided further, such grievance may be arbitrated under the American Arbitration Association's expedited rules by mutual agreement of the Board and the Association.

The arbitrator shall have no authority to add or subtract from or modify the terms of this Agreement. The fees and expenses of arbitration shall be borne equally by the parties.

If the grievant or the Association (as applicable) 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.

D. Rights of Administrators to Representation

1. No reprisals of any kind shall be taken by either party against any participant in the grievance procedure by reasons of such participation.

2. An administrator may be represented by the Association at any level of the grievance procedure.

3. Either party may, if it so desires, call upon the professional services of consultant(s) for assistance at any stage of the procedure.

ARTICLE 7

Leave

A. Annually, all administrators shall be granted eighteen (18) days of sick leave with full pay. Unused sick leave may be accumulated up to, but not in excess of the number of days in each administrator's work year. For absence for sickness beyond accumulated sick leave, administrators may, in the sole discretion of the Board, receive the difference between their regular pay and the pay of their substitutes. The Board may require an administrator to verify an extended sickness by a letter and/or certificate from a physician.

B. All administrators shall be entitled to five (5) days leaves of absence with pay each school year for legal, religious, business or family matters, i.e., birth of child, marriage, serious illness in the administrator's household or immediate family, which requires absence during school hours. Leaves of absence for these purposes shall be in addition to any sick leave accumulated. It is expressly agreed that such leaves are not to be used for extension of vacation periods, recreation or holidays. Two of the above days may be designated as "private" when the administrator involved is not acting inconsistently with these provisions but considers it inappropriate to communicate a specific reason.

Administrators shall be granted leave with full pay for a period of five (5) days following a death in the household or immediate family.

Notification of such leave shall be made in writing to the immediate supervisor at least twenty- four (24) hours before taking such leave (except in the case of emergency) and the administrator shall state the reason for taking such leave as set forth above. Such leave shall be granted except in cases of extreme hardship or disability to the school system. An absence designated as "private" immediately before or after a vacation shall not be compensated unless specific approval for such compensation is given by the Superintendent or his designee.

C. For each day of absence not authorized by any portion of this Agreement, the rate of deduction shall be computed by dividing the administrator's scheduled salary by the number of days the administrator is scheduled to work under his contract.

D. Sick Leave Accrual

The Board agrees that it will construe Article 7, Section A, in the following manner. An administrator covered by the NASA agreement who has accumulated the maximum number of sick days may use the current allocation of eighteen (18) days before diminishing the accumulative.

ARTICLE 8
Tuition

Upon the request of the Board of Education, or upon the request of an administrator and the approval of the Board of Education, the Board shall reimburse administrators who undertake and satisfactorily complete selected studies for the benefit of the Newtown Public Schools.

ARTICLE 9
Just Cause

No administrator shall be disciplined, reprimanded, reduced in rank or compensation, suspended, reassigned to a teaching position or deprived of any professional advantage without reasonable and just cause.

ARTICLE 10
Compensation on Termination

If an administrator's employment is terminated prior to expiration of the work year, the total amount of compensation payable to such administrator for the period during which he shall have worked will be computed by multiplying the total compensation to which he would have been entitled had he completed his contract by a fraction, the numerator of which shall be the number of days actually worked and the denominator of which shall equal the total number of days he would have worked pursuant to the provisions of Article 11.

ARTICLE 11
Work Year

The Board and NASA recognize that the professional responsibilities of administrators require a significant number of hours of work that extend beyond the normal school day and prescribed work year. The work year has been developed to allow for the discharge of the responsibilities of each administrative position. (Twelve-month administrators covered under the NASA contract normally will work 228 days, subject to vacation provisions of this article.) Administrators working in positions having a work year other than twelve months will work either 202 days or 199 days, as designated in the work year for each position.

In addition, all twelve-month administrators covered by the NASA contract shall be entitled to 21 days annual vacation and the holidays listed below: July 4, Labor Day, Thanksgiving, Day after Thanksgiving, Christmas Eve (provided school is not in session) Christmas, New Year, Martin Luther King Day, Presidents' Day, Good Friday, Memorial Day, two (2) floating holidays and any other day declared in the future a legal holiday or day of commemoration by the Governor or President that requires school not to be in session. However, if any of the above listed holidays are not recognized as a Board-approved holiday on the school calendar in a given year, the Board will allow each bargaining unit member a floating holiday to replace it as a paid holiday of his/her choice, with the approval of the Superintendent.

Twelve-month administrators will normally schedule their vacation time when school is not in session; however, the Superintendent will consider an administrator's request for scheduling vacation days when school is in session, subject to the needs of the school system.

It shall be within the Superintendent's discretion to approve vacation days when school is in session. Administrators shall have the right to carry over into succeeding years 15 vacation days.

Administrators will earn vacation days at the rate of 1-3/4 days per calendar month of employment to a maximum of 21 days per work year.

In the event of termination of employment by either party to this agreement, vacation days and salary shall be pro-rated in accordance with the formula set forth herein to the effective date of such termination. Compensation for unused vacation time shall be limited to a maximum of 21 days.

The Board of Education recognizes that there will be times when schools are closed because of inclement weather. If schools are closed and an Administrator is unable to report to the building, the Administrator shall notify the Superintendent's office.

The Board and Superintendent agree to provide sufficient secretarial assistance for any days administrators work when school is not in session.

The Board recognizes that in a calamitous situation, i.e., malfunction of computer system that might prevent timely opening of school, fire in the building, etc., administrators may request that recognition of unusual time and work done under those circumstances be credited toward vacation and work days adjustment.

Attendance at Board of Education Meetings

The intent of the Newtown Board of Education, with respect to administrator attendance at Board of Education meetings, is as follows:

An item on the board agenda shall indicate an administrator's attendance at a Board of Education meeting under the following circumstances:

1. Reasonable prior notice is given by the superintendent so that thorough preparation can be made by the administrator to report on or discuss an agenda item.
2. The item is one that can normally be expected to fall within the job description of the administrator, such as the development and interpretation of a school building budget.
3. The superintendent of schools needs the assistance of the administrator as a resource person to deal with the agenda item(s).
4. Items requiring an administrator's attendance at a meeting will be placed early on the agenda whenever possible before or after the public participation portion of a meeting.

ARTICLE 12
Issuance of Salary Checks

Twelve-month administrators shall be paid on the basis of 26 pay periods, commencing July 1 and ending June 30 for any one work year. For administrators working a year shorter than a twelve-month work year, salary payments will begin once the administrator's work year begins and will extend over the course of the work year.

ARTICLE 13
Payroll Deductions

In addition to those payroll deductions required by law, but subject, however, to the ability of the Board's data processing facilities to routinely handle same approved agencies are eligible for payroll deductions. All requests for deductions must be in writing on approved authorization forms.

Deductions selected shall be as indicated by each individual contract. The Board shall not be required to honor for any month's deduction any authorizations that are delivered to it later than two (2) weeks prior to the distribution of the payroll from which the deductions are to be made.

The Board of Education agrees to deduct from the salaries of its employees dues for the Newtown Association of School Administrators when said employees individually and voluntarily authorize the Board to do so and to transmit to the Newtown Association of School Administrators all monies so deducted accompanied by a list of the employees' names from whom such deductions have been made and the amount of the deduction.

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

If, during the term of this Agreement, the Association establishes plans providing welfare benefits for administrators in the unit, the Board shall honor administrators' written requests to deduct and pay portions of their salary into such plans, provided that such plans are lawful and are within the ability of the Board's data processing facilities to routinely handle same.

The Association shall indemnify and save the Board and/or Town harmless against all claims, demands, suits or other forms of liability or expense, including attorneys' fees, which may arise by reason of any action taken in making deductions and remitting the same to the Association pursuant to this Section.

ARTICLE 14
Salaries

A. Placement on Salary Schedule

All employees in positions covered by this Agreement will be placed on the salary schedule.

The salary schedule of the NASA is set forth in Article 17 of this Agreement. Minimum salaries for each job title listed in Article 17 will be 6% less than the maximum. Newly hired administrators or individuals promoted to a higher paying classification shall be paid at a fixed salary by the Board but in no event less than the minimum for the first year of employment, nor less than 3% below the maximum in the second year of employment, nor less than the maximum in the third year of employment.

In no event will any administrator be paid an amount higher than the job rate. NASA should be notified of placement prior to first day of employment.

For purposes of this article, department chair experience does not count as administrative experience.

The Association President may be present at any salary discussion between the Superintendent and a current Newtown administrator.

The Association President will receive written notification of the Superintendent's final decision on salary.

Step placement will be made at the time of hire. The Superintendent may give full or partial credit for previous experience if in his/her unlimited discretion he/she determines that it is in the best interests of the district. Newly hired administrators who have not previously held the same category position will be hired within the salary schedule for the category to which they are assigned. Administrators will advance per Article 14, Paragraph 2 of this Agreement.

B. Other Employment Within the District

Administrators shall not be eligible to assume simultaneously other paid positions within the District.

C. The base salaries of administrators shall be comprised of the following components, as applicable:

- 1) Cash compensation, in such amounts as are set forth in Article 17.
- 2) Doctorate - For all administrators who have an earned Doctor of Philosophy (Ph.D.) or Doctor of Education (Ed.D.) from a college or university accredited in the

field in which the degree was earned by a regional accrediting association or the National Council of Accreditation of Teacher Education, or a Juris Doctor (J.D.) degree from an accredited law school, an additional \$3,000 each year.

3) 403(b) Contribution - An additional sum as follows, as to which each eligible administrator will arrange to have an elective deferral deducted from the administrator's salary on a pre-tax basis as permitted under IRC Section 403(b), as amended, and then contributed toward the purchase of a 403(b) annuity through a tax sheltered annuity of the administrator's choice from the accounts offered by the Board.

Completed Years of Service as of July 1	
5-9 Years of Completed Service	\$1,000
10 or More Years of Completed Service	\$2,000

The base salary compensation set forth above shall be paid in installments during the course of the school year.

ARTICLE 15 Jury Duty

Any full-time administrator who is called for jury duty shall receive the necessary leave to fulfill this legal obligation. This leave shall not be deducted from sick leave. The administrator shall receive a rate of pay equal to the difference between his applicable salary and the jury fee. The administrator called for jury duty shall notify the Superintendent, in writing, as soon as the administrator has received either (a) a notice from the court indicating that he has been selected for service on the jury panel, or (b) notice to appear in court for service on the jury panel.

ARTICLE 16 Insurance

A. Medical Plan

The Board shall provide insurance exclusively through a High Deductible Health Plan/HSA plan (the "HSA Plan") with deductibles of \$2,250 for single coverage, and \$4,500 for dependent coverage, with post-deductible drug copayments of \$10/\$30/\$50. (The HSA Plan is summarized in Addendum III).

The Board will fund forty-five percent (45%) of the applicable HSA deductible (with pro-rated funding of the deductible for administrators who are hired after commencement of the insurance plan year). One-half of the Board's annual HSA contribution will be deposited

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

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

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 administrator and the administrator's spouse (if applicable) complete one preventive physical examination during the term of the contract, the Board will make a one-time contribution into the administrator'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 1st following completion of the calendar year during which the physical exams are completed.

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

For all purposes under this Article, a dependent child shall be defined as:

- a. unmarried children to 26 years of age;
- b. unmarried children 21-26 years of age who are registered students in regular full-time attendance at school, are principally dependent upon the employee for maintenance and support, as defined for Federal Income Tax purposes, and who appear on the employee's Federal Income Tax Return 1040 for the latest year, and
- c. the employee's dependent unmarried children who are incapable of self-sustaining employment by reason of mental retardation or physical handicap.

In the event of a dispute the Board may require the employee to provide a certified copy of that portion of the employee's Federal Income Tax Return which lists dependents.

Administrators shall pay the following insurance premium contributions, which will be deducted on a pre-tax basis in equal payments as a regular part of the bi-weekly payroll program:

	HSA Plan	Dental
2021-22	24.0%	24.0%
2022-23	24.5%	24.5%
2023-24	25.0%	25.0%

The Board may substitute the insurance carrier and/or plan, provided the new plan is comparable to the existing plan on an overall basis in terms of benefits.

B. Retirement - Medical

The Board of Education will make available to retired employees, their spouses (including surviving spouses of retired administrators participating in the Board's group health plans at the time of the administrator's death) and/or their eligible dependent children, at the retired employee's expense (at Newtown group rates), the same group health insurance plans the Board maintains for active administrators; provided, however, that a retired administrator and/or his or her surviving spouse who is or becomes eligible for Medicare Part A shall be required to apply for and begin participating in said Medicare Part A and to obtain the group health insurance coverage available through the Connecticut Teachers' Retirement Board (instead of through the Board of Education).

C. Term life insurance equal to three (3) times the individual's annual salary raised to the next highest \$1,000 with a maximum of \$300,000. Coverage includes 24 hour accidental death and dismemberment clause in the same amount as the term life insurance benefit.

D. Long Term Disability Income

The major benefit provisions are to be as follows:

1. Benefit Percent 66.67%
2. Monthly Maximum \$6,500
3. Aggregate Income Limit 70% all sources
4. Maximum Duration To age 65
Accident and Sickness (including Mental and Nervous Condition)

- 5. Social Security Freeze Yes
- 6. Elimination Period 60 days
- 7. Family Survivor Benefit 2/3 of employee benefit paid to spouse or surviving dependents for 24 months from date of death

E. Accident Insurance

Each administrator 1.0 x salary to \$200,000

F. Dental Insurance

Dental insurance coverage for each full-time administrator and such administrator's spouse and children shall be provided as described in Addendum I. (See A. above for premium co-payment requirement.)

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

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

ARTICLE 17
NASA Salary Schedule
2021-2024

	<u>2021-22</u> (2.00%)	<u>2022-23</u> (2.00%)	<u>2023-24</u> (2.00%)
High School Principal	\$190,861	\$194,678	\$198,572
Middle School Principal	\$179,672	\$183,265	\$186,930
Intermediate School Principal	\$178,387	\$181,955	\$185,594
Elementary School Principal	\$177,106	\$180,648	\$184,261
Director of Pupil Services	\$177,106	\$180,648	\$184,261
High School Assistant Principal	\$161,099	\$164,321	\$167,607
Intermediate & Middle School Assistant Principal & Director of Teaching & Learning	\$159,514	\$162,704	\$165,958
Special Education Supervisor (199 day work year)	\$139,226	\$142,011	\$144,851
Director of K-12 Counseling Services, Assessment & Accountability; Dir of K-12 Visual & Performing Arts; Athletic Director (202 day work year)	\$139,226	\$142,011	\$144,851

ARTICLE 18
Reduction in Force

1. General Statement

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

2. Reasons for Elimination of Certified Staff Positions

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

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

3. Definitions

- A. The term days shall mean calendar days.
- B. The term administrator shall be any bargaining unit member who holds a certificate issued by the State Board of Education and is employed in an administrative position below the rank of Superintendent.

4. Procedure

- A. Prior to commencing action to terminate administrator contracts under this procedure, the Board will give due consideration to its ability to effectuate position elimination and/or reduction in staff by:
 - 1. Voluntary retirements
 - 2. Voluntary resignation
 - 3. Transfer of existing staff members
 - 4. Voluntary leaves of absence
- B. If an administrator has attained tenure status, his or her contract of employment may be terminated if his or her position is eliminated, but only if there is no other position for which that administrator is certified and qualified available in the Newtown Public Schools, in accordance with the provisions of this Article. This shall include first preference with regard to positions within the same classification that are open and available, or held by a non-tenured administrator or a retiree or a temporary, acting or interim appointee. If no such position is available to the administrator within the same classification in accordance with the provisions of this paragraph, then the administrator shall have preference to positions within a lower classification that are open and available, or held by a non-tenured administrator or a retiree or a temporary, acting or interim appointee, provided that the administrator is certified and qualified for such positions, as determined by the Superintendent. Determination of those to be released within a certificate category shall be in the following order:
 - 1. Non-tenured administrator
 - 2. Tenured administrator

C. If it becomes necessary to terminate a tenured administrator, the primary criterion to be used in selecting those tenured employees who are to be considered for termination within the classifications set forth in Section 6 shall be the employee's qualifications and ability as an administrator, as evidenced by evaluations conducted in accordance with the administrator evaluation and support program approved by the Board, and other documentation regarding the administrator's conduct and performance contained in the administrator's personnel file. In addition, the following criteria will be considered in making a decision about termination of services:

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

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

5. Provisions Not Applicable to Promotions

Nothing herein shall require the promotion of an administrator to a higher classification, although the administrator whose contract is to be terminated or non-renewed because of elimination of position is qualified and/or certified for the higher classification.

6. Classifications

For the purposes of this Article, the following classifications shall be used:

- A. High School Principal, Middle School Principal, Intermediate School Principal
- B. Elementary School Principal
- C. Director of Pupil Services
- D. Assistant Principals
- E. Special Education Supervisor
- F. Athletic Director
- G. Director of K-12 Counseling Services, Assessment and Accountability
- H. Director of K-12 Visual and Performing Arts
- I. Director of Teaching and Learning

7. Displacement of an Administrator in a Lower Classification

Administrators identified for layoff in accordance with the provisions of this Article shall have the right to displace a tenured administrator in a lower classification only as follows:

- a) A tenured Principal identified for layoff shall have the right to displace a tenured Assistant Principal, provided that the tenured Principal has greater seniority (based on the total years of experience as an administrator in the Newtown Public Schools) than the tenured Assistant Principal.
- b) A tenured Director of Pupil Services shall have the right to displace a tenured Special Education Supervisor provided that the tenured Director of Pupil Services has greater seniority (based on the total years of experience as an administrator in the Newtown Public Schools) than the tenured Special Education Supervisor.
- c) If an administrator is relieved of his/her duties because of a reduction in staff and there is no position in the administrators' bargaining available to the administrator in accordance with the provisions of this Article, he/she will be assigned to a teaching position in the Newtown Public Schools, in accordance with the provisions of the teachers' contract.

8. Separation Allowance

If an administrator is displaced to the teachers' bargaining unit by reason of a reduction in force, the administrator shall receive a separation allowance equal to seventy-five percent (75%) of the difference between what would have been the administrator's new salary (as of July 1) and the teacher salary, to be paid over a period of one calendar year from the effective date of the displacement.

9. Reappointment Procedure

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

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

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

ARTICLE 19
Retirement

A. Eligibility

Only those employees hired into the administrators' bargaining unit prior to July 1, 2017 shall be eligible for the benefits set forth in this Article. Either 15 years of combined teaching and administrative service in the Newtown Public Schools or 10 years of administrative service in the Newtown Public Schools at the time of retirement.

Eligibility for retirement under the Connecticut Teacher Retirement System

Age and years of experience must total at least 75 at time of retirement

Age 50 or older at time of retirement.

All retirements under this program will commence on July 1st or after the close of the school year, whichever is later. Written notice of intention to retire must be received by the Board no later than December 15. In order to be eligible for the benefits provided for in Section B below, the employee must remain employed in his/her position until the end of the fiscal year in which the notice of intention to retire is provided.

B. Payment

A cash payment of \$8,000 per year, commencing from the date of retirement to the end of the school year in which said employee reaches the age of 70, but not to exceed \$48,000, payment by the Board to be made during the first 15 calendar days after September 1 of each year of retirement.

-or-

A one-time lump sum payment of \$24,000 by the Board to be made during the first 15 calendar days after September 1 of the first year of retirement.

Upon the death of the retiree, the unpaid balance will be distributed to the named

beneficiaries in accordance with the option selected.

For Administrators hired on or after July 1, 2008, in lieu of the above benefit, provided he/she meets the requirements set forth in Section A shall be eligible to receive a cash payment of twenty thousand dollars payable in four equal annual installments of five thousand (\$5,000) dollars each payable within 15 calendar days of September 1; commencing with the first September 1 following retirement, and on the next three consecutive September 1st.

Upon the death of the retiree, the unpaid balance will be distributed to the named beneficiary in accordance with the option selected.

ARTICLE 20
Professional Growth

The district encourages the continuing professional growth of NASA administrators through their participation in:

- a. the operations, programs, and other activities conducted or sponsored by local, state, and national school administrator associations;
- b. seminars and courses offered by public or private educational institutions; and
- c. information meetings with other persons whose particular skills or backgrounds would serve to improve the capacity of the administrators to perform their professional responsibilities for the district.

In its encouragement, the district shall permit a reasonable amount of released time for administrators, as approved by the Superintendent of Schools, to attend to such matters and pay for the necessary fees for travel and subsistence expenses, as approved by the Superintendent of Schools.

NEWTOWN BOARD
OF EDUCATION

NEWTOWN ASSOCIATION OF
SCHOOL ADMINISTRATORS

By: Michelle Emburke

By: Kathy Long

Date: 10/13/20

Date: 10/8/2020

ADDENDUM I

DENTAL EXPENSE BENEFITS

Reasonable and Customary Approach

PREVENTIVE
(Class I Services)
(No Deductible)
80%

DEDUCTIBLE AMOUNT-
\$ 50 per person per calendar year
MAXIMUM-
\$150 per family per calendar year

	BASIC	MAJOR	ORTHODONTIA
Diagnostic			
Oral Exams			
Radiographs	(Class II Services)	(Class III Services)	(Class IV Services)
Tests and Lab Exams	80%	50%	50%
Emergency Treatment			
Preventive: Prophylaxis	Anesthesia	Restorative (Major)	
Fluoride Treatment	Restorative (Basic)	Gold Foil	
Space Maintainers	Amalgam	Gold Inlays	
	Silicate	Porcelain	
	Acrylic	Crowns	
	Endodontics	Prosthodontics:	
	Periodontics	<u>Installation</u>	
	Prosthodontics:		
	Maintenance		
	Oral Surgery		
		50% Co-payment	50% Co-payment
	20% Co-payment		
	Calendar Year Maximum Amount -\$1,000/person		Lifetime Maximum Amount \$1,000/person

ADDENDUM II

Board of Education Intent With Regard to Assistance to the Elementary Principals:

In light of the quality initiatives begun in our district, the increasing complexity of the elementary school principalship, growing enrollments, etc., the Board of Education accepts as a valid concern the need to provide additional resources, in terms of assistance to the elementary principal, to enhance the instructional leadership, staff development, and program effectiveness of our elementary schools. For the 2000-01 school year, the Board will implement a plan to provide assistance in consultation with the Superintendent and NASA, subject to the availability of funds.

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ADDENDUM III
Health Savings Account



Lumenos HSA Plan Summary

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

Your Lumenos HSA Plan

First – Use your HSA to pay for covered services:

Health Savings Account

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

Contributions to Your HSA

Contributions can be made to your HSA up to the following:

- \$3,600 individual coverage
- \$7,200 family coverage

Note: These limits apply to all combined contributions from any source including HSA dollars from incentives. Showing 2021 IRS Limits, subject to annual indexing.

Earn More Money for Your Account

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

Healthy Rewards

If you do this:

You can earn this in your HSA:

- Complete the Health Assessment online \$50
- Enroll in the Personal Health Coach Program \$100
- Graduate from the Personal Health Coach Program \$200
- Complete our Smoking Cessation Program \$50
- Complete our Weight Management Program \$50

Some eligibility requirements apply. See page 2 for program descriptions.

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

Plus – To help you stay healthy, use:

Preventive Care

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

Preventive Care

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

Then –

Your Bridge Responsibility

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

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

Health Account + Bridge = Deductible

Bridge

Your Bridge responsibility will vary.

Beginning July 2021 Annual Deductible Responsibility

- \$2,250 individual coverage
- \$4,500 family coverage

If Needed –

Traditional Health Coverage

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

Traditional Health Coverage

After your bridge, the plan pays:

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

Additional Protection

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

Beginning July 2021 Annual Out-of-Pocket Maximum

In-Network and Out-of-Network Providers

- \$ 5,500 individual coverage
- \$11,000 family coverage

Your annual out-of-pocket maximum consists of funds you spend from your HSA, your Bridge responsibility and your cost share amounts.

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



Lumenos HSA Plan Summary

Healthy Rewards Program

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

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

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

Summary of Covered Services

Preventive Care

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

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

The following is a list of covered preventive care services:

Well Baby and Well Child Preventive Care

Office Visits through age 18; including preventive vision exams.

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

Immunizations:

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

Adult Preventive Care

Office Visits after age 18; including preventive vision exams.

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

Immunizations:

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

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

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Lumenos HSA Plan Summary

Summary of Covered Services (Continued)

Medical Care

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

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

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

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

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

* For a complete list of exclusions and limitations, please reference your Certificate of Coverage.

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

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

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

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

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



Lumenos HSA Plan Summary

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

Additional limitations and exclusions may apply.



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

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