Exhibit A

NEWTOWN PUBLIC SCHOOLS
3 PRIMROSE STREET
NEWTOWN, CT 06470

OFFICE OF THE SUPERINTENDENT
(203) 426-7620
FAX (203) 270-6199

BUSINESS OFFICE
(203) 426-7618
FAX (203) 270-6110

November 20, 2015

Ms. Jacqueline Villa, Chair
Newtown Board of Ethics
P. O. Box 127
Stevenson, CT 06491

SENT REGULAR AND CERTIFIED MAIL

Re: Referral of Matter to Board of Ethics

Dear Ms. Villa:

In accordance with a motion approved by the Newtown Board of Education (the "Board") at a special meeting held on November 11, 2015, the Board requests that the Board of Ethics for the Town of Newtown review the following matters, in order to determine whether any violation of the Code of Ethics for the Town of Newtown occurred in connection with any of those matters:

1. Board member David Freedman has stated that he disclosed a January 14, 2014 email communication from the Board's legal counsel. The January 14, 2014 communication from the Board's legal counsel constituted an attorney-client privileged communication. The Board did not authorize the disclosure of the attorney-client privileged communication.

2. The Board has requested from Board member David Freedman the identity of the person(s) to whom he disclosed the attorney-client privileged communication. That information has not been provided to the Board.

3. Board member Kathy Hamilton has stated that she disclosed text messages sent to members of the Board on June 24, 2015. The text messages related to personnel matters within the Board's authority. The Board has requested from Board member Kathy Hamilton the identity of the person(s) to whom she disclosed the text messages. That information has not been provided to the Board.

The Board is prepared to cooperate with the Board of Ethics in providing information as deemed necessary for the Board of Ethics to review the two matters set forth above in order to determine whether any violation of the Code of Ethics has occurred. Please contact either me as the Board Chair, or the Board's legal counsel, Attorney Richard Mills of Shipman & Goodwin LLP, regarding any questions or any information needed with respect to the referral of these matters to the Board of Ethics. I can be contacted at (203) 794-6498 or alexanderk_boe@newtown.k12.ct.us. Attorney Mills can be contacted at 860-251-5706 or rmills@goodwin.com.

Thank you for your consideration of this matter.

Sincerely,

Keith Alexander
Chair, Newtown Board of Education

cc: Members of the Newtown Board of Education
Richard A. Mills, Esq.

Exhibit B

Bylaws of the Board

Code of Ethics

The success of every school system depends on an effective working relationship between the Board of Education and Superintendent of Schools. This code incorporates those standards and responsibilities most critical to productive Board and Superintendent relations.

- Board members and Superintendents ensure the opportunity for high quality education for every student and make the well being of students the **fundamental goal** of all decision-making and actions.
- Board members and Superintendents are **staunch advocates** of high quality free public education for **all** Connecticut children.
- Board members and Superintendents **honor all** national, state and local laws and regulations pertaining to education and public agencies.
- Board members and Superintendents recognize that **clear** and **appropriate communications** are key to the successful operation of the school district.
- Board members and Superintendents will always carry out their respective roles with the highest levels of **professionalism, honesty** and **integrity.**
- Board members recognize that they represent the **entire** community and that they must ensure that **the** community remains fully informed on school-related matters.
- Superintendents and Board members recognize that the Superintendent serves as the Board of Education's **agent** and will, in that role, **faithfully** apply the policies and contracts adopted by the Board.
- Board members adhere to the principle that they shall confine the Board's role to **policy-making, planning** and **appraisal** while the Superintendent shall **implement** the Board's policies.
- Board members and Superintendents both recognize that they serve as a part of an educational team with **mutual respect, trust, civility** and **regard** for each other's respective roles and responsibilities.
- Board members are committed to the concept that the strength of the Superintendent is in being the **educational leader** of the school district.
- Board members and Superintendents practice and promote **ethical behavior** in the **Boardroom** as described in Newtown's Code of Ethics.
- Board members and Superintendents consider and decide all issues **fairly** and **without bias.**

(cf. 2000.1 - Board-Superintendent Relationship)
(cf. 2300 - Statement of Ethics for Administrators)

Legal Reference: Chapter 36, Newtown Codebook

Adopted: 6/5/12

The following timeline includes details to establish the release of two Board Communications on Facebook and the subsequent search for information surrounding the release. The information provided in this document can be supported with original meeting minutes and other documents as needed. The intent is to provide the dates each new piece of information occurred and each request for information. Most of the emails quoted from in this document are available through FOI, if necessary, though many include attorney-client privilege information which would have to be redacted.

This information was compiled by the Board Chair and does not represent a document created by the Board of Education.

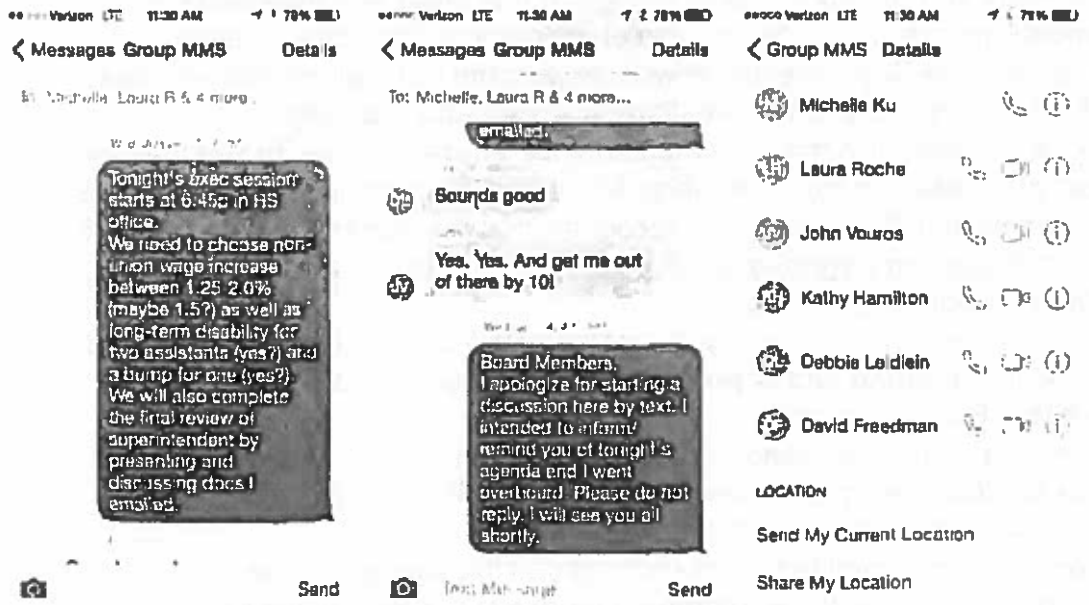
2014-01 14

Board Attorney, Floyd Dugas, sends an attorney-client privileged communication to the entire Board of Education while the Board was functioning as a Personnel Search Committee. Five Board Members (Kathy Hamilton, Laura Roche, Michelle Ku, David Freedman, and Keith Alexander) respond to the entire Board.

The Board of Education position is that these emails were and still are attorney-client privileged communications.

2015-06-24

Board Chair, Keith Alexander sends a text message to all Board Members relating information about the upcoming Board meeting. Other Board Members respond. Board Chair comments on responses.



2015 10-20

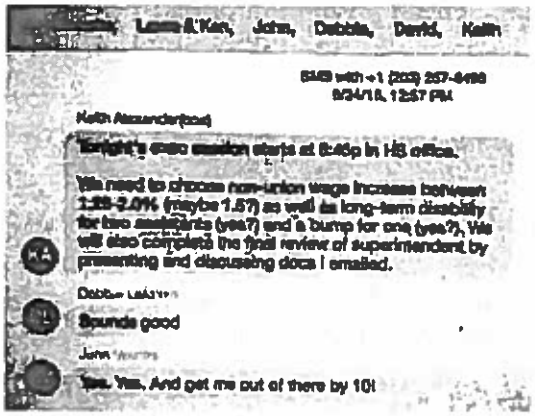
Carey Schierloh posts on the Facebook page "Accountability in Newtown" which is a Closed Group with over 1000 members at the time. The post includes two comments from Ms Schierloh that contain communications which the Board of Education had not voted to disclose.

(Link to overall post: https://www.facebook.com/groups/159724900712522/permalink/1083342678350735/)

The fourth comment in the thread contained a portion of the 2015-06-24 text message as shown here:

(Link to specific comment:
https://www.facebook.com/groups/159724900712522/permalink/1083342678350735/?comment_id=1083354035016266&comment_tracking=%7B%22tn%22%3A%22R9%22%7D)

Carey Schierloh The statements above were copied word for word. There have been numerous comments and accusations about backroom politics and pre-determined outcomes on the Council because of the number of Republicans, including this comment "It's what happens out of public view that is objectionable" from Michelle Ku. Consider this:



Laura & Ken, John, Debbie, David, Keith

Tonight's exec session starts at 6:45p in HS office.

We need to choose non-union wage increase between 1.25-2.0% (maybe 1.5?) as well as long-term disability for two assistants (yes?) and a bump for one (yes?). We will also complete the final review of superintendent by presenting and discussing docs I emailed.

Sounds good

Yes. Yes. And get me out of there by 10!

Like Reply · 21 hrs

The fifth comment in the thread contained the contents of the 2014-01-14 attorney-client email. Below is a redacted version of the Facebook posting:

(Link to specific comment:
https://www.facebook.com/groups/159724900712522/permalink/1083342678350735/?comment_id=1083356011682735&comment_tracking=%7B%22tn%22%3A%22R9%22%7D)

Carey Schierloh Date: Tue, 14 Jan 2014 21:51:34 -0500
Subject: Re: Dr. Erardi
From: michelleku.boe@gmail.com
To: fdugas@bmdlaw.com
CC: newtownboe@newtown.k12.ct.us; boedebbie@gmail.com

XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

Michelle

On Tue, Jan 14, 2014 at 8:51 PM, Floyd Dugas <fdugas@bmdlaw.com> wrote:

XXX

Floyd J. Dugas, Esq.

Berchem, Moses & Devlin, P.C.

75 Broad Street

Milford, Connecticut 06460

Tel: 203-783-1200

Fax: 203-882-0045

fdugas@bmdlaw.com

www.bmdlaw com

www.connecticuteducationlawblog.com
www.connecticutlaboremploymentlawjournal.com

View Bio:

http://www.bmdlaw.com/Bio/FloydDugas.asp
Like Reply 20 hrs

The fact that these items were posted on Facebook was brought to the attention of the Board Chair prior to the Board of Education meeting. A motion was made at the Board meeting to add a discussion of the topic. The motion passed and during the discussion of the topic the Board Chair requested that anyone with information about how the items had been given to Ms Schierloh bring that information forward. The meeting minutes do not note explicitly that there was no response from that request but the video shows that while all Board Members were present, no Board Members offered any information.

(From: Minutes of the Board of Education meeting on October 20, 2015 at 7:00 p.m. in the council chambers, 3 Primrose Street, Newtown, CT.)

...

MOTION: Mrs. Ku moved to add a discussion of Board communications that have been made public. Mrs. Leidlein seconded. Motion passes unanimously.

...

Additional Item:

Mr. Alexander said a document email made its way onto the internet today and asked if anyone knew how that had happened. The concern is great as it was not covered under FOIA but under attorney-client privilege. There is no reason Board members should forward this to anyone. This was not appropriate to send.

Mrs. Roche said it was not only an attorney-client privileged email but shared with a person outside the Board of Education and was done improperly. A portion of a communication was posted.

Mr. Alexander asked if any of the Board members knew about it.

Mrs. Leidlein asked where the email was shared.

Mr. Alexander said it was on a Facebook page.

Mrs. Leidlein asked if the administrators of the Facebook page have been asked to remove it.

Mr. Alexander said not that he was aware of.

...

2015-10-26

The Board of Education held a Special Meeting to receive a written legal opinion on the issue of Disclosure of Board Communications. The meeting was scheduled at the only opportunity that week for a quorum of the Board to meet when the Board Attorney was available. Five Board Members were able to attend. David Freedman and Kathy Hamilton were not available for the meeting.

> (From: Minutes of the Board of Education special meeting on October 26, 2015 at 7:00 p.m. in the Board of Education conference room, 3 Primrose Street, Newtown, CT.)
>
> ...
>
> MOTION: Mrs. Leidlein moved that the Board of Education authorize the Board Chairperson, acting on behalf of the Board and in coordination with the Board's legal counsel, Shipman and Goodwin, to initiate the retention of an independent investigator for the purpose of conducting an investigation regarding the unauthorized disclosure of an attorney-client privileged communication. Mr. Vouros seconded.

2015-10-27

The day following the Board of Education meeting, Mr. Feedman sent an email to the Board Chair, the Board Attorney, and a reporter from the Newtown Bee. The email contained a *"statement confirming the release of the email in question posted on social media."*

After consulting with the Board Attorney, the Board Chair sent an email to Mr. Freedman pointing out that the "statement" issued by Mr. Freedman included details of the original privileged email and *"risks a further violation of Attorney-Client Privilege."*

2015-10-28

The day after Mr. Feedman's statement, the Board Chair, sent Mr. Freedman an email requesting that he:

> ... *"recall any and all communications, in any form, in which you forwarded and/or otherwise disclosed the January 14, 2014 email from Attorney Floyd Dugas to any person or entity other than the members of the Personnel Search Committee for the Newtown Board of Education"*
> ... *"notify any and all recipients of that attorney-client privileged communication that any distribution and/or publication of that attorney-client privileged communication was unauthorized, and that you request that any such recipients recall and/or rescind any such distribution and/or publication of that attorney-client privileged communication."*

2015-10-28

The following day, the Newtown Bee publishes an article on-line about Mr. Freedman's statement which includes a link to a copy of the statement which contains the previously mentioned details of the original privileged communications. (Bee Article: http://newtownbee.com/news/0001/11/30/freedman-admits-leaking-e-mail-expose-wrongdoing/296037)

The Board Chair sent an email request to Mr. Freedman for the details of his disclosure:

> *"In order for the Board of Education to properly understand the circumstances and extent of the release, as the Chairperson, I further request that you forward to me any and all disclosures of the privileged email(s) that refer to the communication from Attorney Dugas. This should include your original disclosures as well as copies of the (below) previously requested communications notifying recipients about the distribution of the attorney-client privileged communications."*

2015-11 02

Mr. Freedman emails the Board Chair a response to the requests related to the email disclosure:

> *"With the exception of the e-mail at issue, I have not disclosed any information protected by the attorney client privilege. I will not release any materials protected by the attorney client privilege in the future."*
> *... "I will be making a request to Caren Wellman (the Group's Administrator) to not disseminate information from the e-mail which was posted on Facebook."*
> *... "I have asked anyone who appears to have posted the e-mail on line to delete it from their posts."*
> *... "I will do whatever it takes to assist the Board in protecting arguably privileged materials, and I will address the matter with those who appear to be a recipient of the e-mail, even if the person did not receive the e-mail from me. For example, it appears from the on-line materials that only Carey Schierloh has posted the e-mail, and I will make the request directly to her."*

The Board Chair responded to Mr. Freedman with a repeated request for detail:

> *"In light of your comments to Laura Terry, sent through me earlier today, clarifying some of the details of the release, I feel it necessary to reiterate my request, as Board Chair, for any and all disclosures. In your original statement you have taken responsibility by saying "I released the email in question". This morning you stated: "I did not communicate with Carey, and did not provide her that information"."*
> *... "in order for the Board of Education to properly understand the circumstances and extent of the release"*
> *... "These documents need to be delivered to either me, as Chair, or the District before 12:00pm Wednesday so that they are available for Board Members deliberations at the Board Meeting on Wednesday."*

2015-11-04

Mr. Freedman had his attorney respond to the Board Attorney related to the request from 2015-11-02 which requested documents be delivered by this date. The response was that there were no documents that would be responsive to the request.

The Board of Education held a regular meeting that night which included discussion and possible action on disclosure of Board communications. At that meeting Ms Hamilton announced that she had shared the text message that was released on Facebook but that she would not say who she share it with. Mr. Freedman was not in attendance at the meeting. Motions were made to continue the hiring of an investigator and to discuss the conduct of both Ms Hamilton and Mr. Freedman.

> (From: Minutes of the Board of Education special meeting on November 4, 2015 in the Reed Intermediate School library at 7:00 p.m.)
>
> ...
>
> Discussion and possible action on disclosure of Board communications:
>
> ...
>
> Mrs. Roche asked Ms. Hamilton how the text message got from her cell phone to Carey Shierloh.
>
> Mr. Alexander said that he will not conduct this investigation. The Board can decide on an investigator.
>
> Mr. Vouros said if the text came from Ms. Hamilton's phone she should admit it. This is transparency.
>
> Ms. Hamilton said the text message is what Mr. Alexander sent to the Board and she shared it with other people. After Mr. Alexander sent that message and another email about the superintendent's salary negotiations she asked him to refrain as he was starting an online meeting. She would like to move forward and wants the newly seated Board to go through FOI training. If the Board wants to

move this forward we should go to the Board of Ethics. Our Board doesn't have a defined process for an investigation.

...

MOTION: Mr. Vouros moved to continue to hire an investigator as discussed at the previous meeting. Mrs. Leidlein seconded.

...

Ms. Hamilton said she shared the text message months ago but did not share it with Mrs. Shierloh. She stated that it was debatable that the attorney-client privileged information was really privileged information. We should be focusing on Board procedures and not having meetings with not all Board members in attendance. Going to the Board of Ethics is the right place.

Mrs. Leidlein called the motion.

Vote: 5 ayes, 1 nay (Ms. Hamilton) Motion passes.

...

MOTION: Mrs. Roche moved to discuss the behavior of Board member Kathy Hamilton in public session. Mrs. Ku seconded.

...

Vote: 5 ayes, 1 nay (Ms. Hamilton)

...

MOTION: Mrs. Roche moved to discuss the behavior of Board member David Freedman in public session. ... Mr. Vouros seconded.

...

Vote: 5 ayes 1 nay (Ms. Hamilton)

...

2015-11-08

The Board Chair sent an email request to Ms Hamilton for the details of his disclosure:

> ..."*you stated that you had shared the group text message*"
> ..."*In order for the Board to properly understand the circumstances and extent of that release, as the Chairperson, I request that you tell me who the text was shared with and forward to me any and all communications disclosing the text message that you have.*"

The Board Chair also sent an email to Mr. Freedman with a renewed request for details beyond what may be documented:

> *"I have understood, through your attorney, that you may not have any documentation for your disclosures. While that seems very surprising given that the message ultimately posted was the content of an email rather than a photo of one, the details of the disclosures are still of critical importance. So that the Board of Education can consider the circumstances and extent of the "release [of] the email in question", as Board Chair, I now request the name(s) of those to whom the email was released along with any available details on the date and type of each disclosure."*

2015-11-11

Ms Hamilton responded to the Board Chair about the details disclosure:

> *"I have no communications disclosing the text message below and I have nothing more to add other than my statement from our last meeting"...*

The Board of Education held a Special Meeting that night exclusively for discussion and possible action on disclosure of Board communications. Ms Hamilton and Mr. Freedman were not in attendance at the meeting. The Board voted against continuing to hire an investigator.

> (From: Minutes of the Board of Education special meeting on November 11, 2015 in the Council Chambers, 3 Primrose Street, at 7:30 p.m.)
>
> ...
>
> MOTION: Mrs. Leidlein moved that we continue to hire an investigator in order to investigate the current sharing of Board communications with outside sources. Mrs. Roche seconded.
>
> ...
>
> Mr. Alexander said it is possible for us to refer this to the ethics commission. If they come back with any result the Board would be able to say it was an insufficient decision and we can hire an investigator. He looked at Ethics Code 27.6 regarding the disclosure of confidential information which follows.
>
> *27.6: Disclosure of Confidential Information*
>
> *Because of their position in Town administration, officials and employees have access to information that may not be in the public domain. Delicate balance exists between the public's right to know about Town affairs and the actions of elected and appointed officials and officers on the one hand, and the rights of the individual to privacy with respect to matters that are not in the public domain on the other hand.*
>
> *Additionally, during the course of certain preliminary procedures, such as Town negotiations with bargaining groups, the premature disclosure of specific positions would be detrimental to the public interest. Such information as is cited above is confidential. Confidential information is any information not in the public record and which is obtained only by reason of an official's or employee's position. Therefore, the interests of the public, the Town, and the individual must all be preserved and maintained in proper harmony with one another.*
>
> *A.*
>
> *No official or employee shall, without prior formal authorization of the public body having jurisdiction, disclose any confidential information or divulge personal matters pertaining to others that do not bear upon the official's or employee's discharge of official duties.*
>
> *B.*
>
> *Whether or not it shall involve disclosure, no official or employer shall use or permit the use of confidential information to advance his or her financial or personal interest or to advance or to damage the financial or personal interest of any other person.*
>
> Mrs. Leidlein called the question which could be ended with information from two people.
>
> Vote: 5 nays Motion fails.
>
> ...

MOTION: Mrs. Leidlein moved that the Board of Education as a whole file an FOI complaint against the two said Board members with regards to the disclosure of a text message and email. Mr. Vouros seconded.

...

MOTION: Mrs. Leidlein moved to amend the motion to include file the FOI complaint and refer the entire issue to the ethics commission as counsel recommends. Mr. Vouros seconded.

Vote: 5 ayes Motion passes.

...

2015-11-17

The Board of Education held a regular Meeting which included discussion and possible action on disclosure of Board communications. The Board voted against continuing to hire an investigator.

(From: Minutes of the Board of Education special meeting on November 17, 2015 in the Council Chambers, 3 Primrose Street, at 7:15 p.m.)

...

Discussion and possible action regarding disclosure of Board communications:

Mr. Alexander stated that at the last meeting we decided to work with an attorney and file an FOI complaint and also refer this to the board of ethics. Letters will be sent this week. There are two FOI complaints pending. We will not file ours until those are taken care of. He wants to focus on the future and suggested a motion.

MOTION: Mrs. Ku moved to put a hold the discussion of Board member conduct until such time as the Board has reason to pick it up. Mrs. Leidlein seconded.

...

Motion passes unanimously.

...

2015-11-20

Letter formalizing Board of Education complaint sent from Chair of Board of Education to Chair of Board of Ethics.

2015-11-30

Last day of term on Board of Education for Mr. Freedman and Ms. Roche.

Exhibit C

Pat Llodra <pat.llodra@newtown-ct.gov>

BOE Information on Facebook

1 message

Laura Terry <lauralterry@live.com> Wed, Oct 21, 2015 at 9:58 PM
To: Keith Alexander <alexanderk_boe@newtown.k12.ct.us>, "Keith Alexander (BOE)" <kalexander.boe@gmail.com>, Pat Llodra <pat.llodra@newtown-ct.gov>
Cc: SugrBrk@aol.com, Jim Gatson <okjt@aol.com>, Michelle Embree Ku <michelleku.boe@gmail.com>, Laura Roche <lrocheboe@gmail.com>, dfboenewtown@hotmail.com, Debbie Leidlein <boedebbie@gmail.com>, Kathy Hamilton <KathyLHamilton@att.net>, John Vouros <danaholcombehouse@yahoo.com>

Dear Keith and Pat,

I was alarmed to see sensitive Board of Education information posted on Facebook by Carey Schierloh yesterday. Keith, thank you for addressing the BOE members at your meeting last night. From what I understand, you asked the board members who supplied Carey with the information, copied below, and no one confessed. I urge you to continue investigating.

Pat, I am copying you and the Board of Selectman in since Carey is a town employee. Is it possible that she has access to private text and email messages?

My concern as a taxpayer and a parent is who did this, why did they do it and what else has been shared without our knowledge? Our town should not take this matter lightly and I hope appropriate action is taken when the person is identified.

Thank you,

Laura Terry

To: Michelle, Laura & Ken, John, Debbie, David, Keith

SMS with +1 (203) 257-6498
[illegible] PM

Keith Alexander [illegible]

Tonight's exec session starts at 6:45p in HS office.

We need to choose non-union wage increase between 1.25-2.0% (maybe 1.5?) as well as long-term disability for two assistants (yes?) and a bump for one (yes?). We will also complete the final review of superintendent by presenting and discussing docs I emailed

Sounds good

Yes Yes And get me out of there by 10!

Date: Tue, 14 Jan 2014 21:51:34 -0500

Subject: Re: Dr. Erardi
From: michelleku.boe@gmail.com
To: fdugas@bmdlaw.com
CC: newtownboe@newtown.k12.ct.us; boedebbie@gmail.com

I am o.k. with everything and would like to wrap this up.

Michelle

On Tue, Jan 14, 2014 at 8:51 PM, Floyd Dugas <fdugas@bmdlaw.com> wrote:

Good Evening All: As discussed, I sent a draft contract, using Janet's as a starting point, and incorporating the points discussed last evening, to Joe. His only question was whether the incorporation of the administrator contract included the $2000 stipend paid to administrators for having a Ph.D. He indicated if that is included then we were "done" meaning the terms would be acceptable. I would assume Janet enjoyed this benefit. And for what it is worth, this would seem reasonable particularly and given his acceptance of the other terms including 5 rather than 10 day payout for unused vacation. That is of course your call however. Please let me know if you are ok with this clarification in which case I think we can wrap this up by tomorrow

Floyd J. Dugas, Esq.

Berchem, Moses & Devlin, P.C.

75 Broad Street

Milford, Connecticut 06460

Tel: 203-783-1200

Fax: 203-882-0045

fdugas@bmdlaw.com

www.bmdlaw.com

www.connecticuteducationlawblog.com
www.connecticutlaboremploymentlawjournal.com

View Bio:

http://www.bmdlaw.com/Bio FloydDugas.asp

Exhibit D

Laura Terry

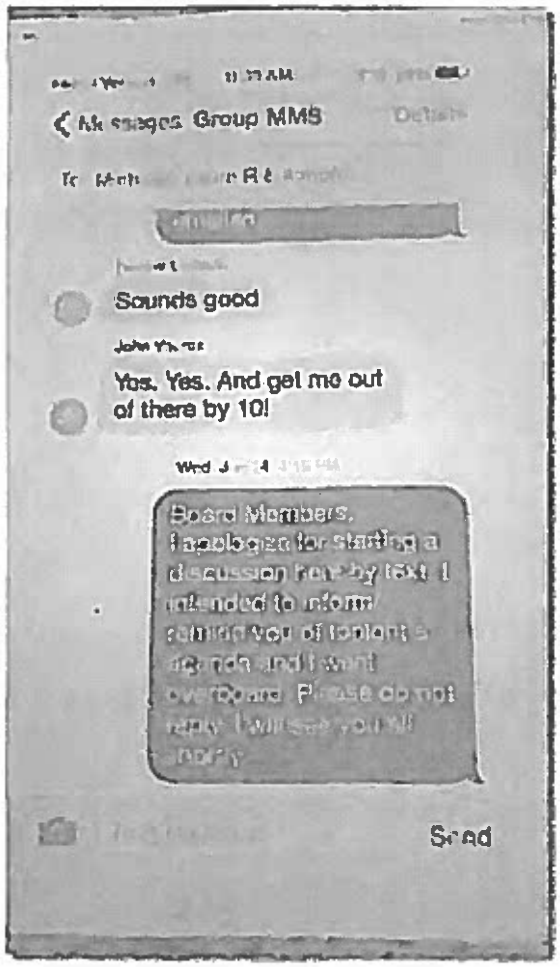
From: "Laura Terry" <lauralterry@live.com>
Date: Wednesday, October 28, 2015 8:34 AM
To: "Pat Llodra" <pat.llodra@newtown-ct.gov>
Cc: <SugrBrk@aol.com>; "Jim Gatson" <okjt@aol.com>; "Michelle Embree Ku" <michelleku.boe@gmail.com>; "Laura Roche" <lrocheboe@gmail.com>; <dfboenewtown@hotmail.com>; "Debbie Leidlein" <boedebbie@gmail.com>; "Kathy Hamilton" <KathyLHamilton@att.net>; "John Vouros" <jnvboe@gmail.com>; "Keith Alexander" <alexanderk_boe@newtown.k12.ct.us>; "Keith Alexander (BOE)" <kalexander.boe@gmail.com>
Subject: Re: BOE Information on Facebook

Dear Pat,

I requested the full text message from 6/24/15 through FOI. It appears that Carey did not post the full text message in an effort to discredit the BOE. Her actions in posting the text and email is a clear violation of our Code of Ethics 27-6B â€œWhether or not it shall involve disclosure, no official or employee shall use or permit the use of confidential information to advance his or her financial or personal interest or to advance or to damage the financial or personal interest of any other person.â€ I would like to understand if appropriate action has been taken by the town.

Please continue to work in conjunction with the BOE to determine who shared this information and why.

Thank you,
Laura Terry



From: Laura Terry
Sent: Wednesday, October 21, 2015 9:58 PM
To: Keith Alexander ; Keith Alexander (BOE) ; Pat Llodra
Cc: SugrBrk@aol.com ; Jim Gatson ; Michelle Embree Ku ; Laura Roche ; dfboenewtown@hotmail.com ; Debbie Leidlein ; Kathy Hamilton ; John Vouros
Subject: BOE Information on Facebook

Dear Keith and Pat,

I was alarmed to see sensitive Board of Education information posted on Facebook by Carey Schierloh yesterday. Keith, thank you for addressing the BOE members at your meeting last night. From what I understand, you asked the board members who supplied Carey with the information, copied below, and no one confessed. I urge you to continue investigating.

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My concern as a taxpayer and a parent is who did this, why did they do it and what else has been shared without our knowledge? Our town should not take this matter lightly and I hope appropriate action is taken when the person is identified.

Thank you,

To: Michelle, Laura & Ken, John, Debbie, David, Keith

SMS with +1 (203) 257-6498
6/24/15, 12:57 PM

Keith Alexander(boe)

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We need to choose non-union wage increase between 1.25-2.0% (maybe 1.5?) as well as long-term disability for two assistants (yes?) and a bump for one (yes?). We will also complete the final review of superintendent by presenting and discussing docs I emailed.

Sounds good

Yes. Yes. And get me out of there by 10!

Date: Tue, 14 Jan 2014 21:51:34 -0500
Subject: Re: Dr. Erardi
From: michelleku.boe@gmail.com
To: fdugas@bmdlaw.com
CC: newtownboe@newtown.k12.ct.us; boedebbie@gmail.com

I am o.k. with everything and would like to wrap this up.

Michelle

On Tue, Jan 14, 2014 at 8:51 PM, Floyd Dugas <fdugas@bmdlaw.com> wrote:

Good Evening All: As discussed, I sent a draft contract, using Janetâ€™s as a starting point, and incorporating the points discussed last evening, to Joe. His only question was whether the incorporation of the administrator contract included the $2000 stipend paid to administrators for having a Ph.D. He indicated if that is included then we were â€œdoneâ€ meaning the terms would be acceptable. I would assume Janet enjoyed this benefit. And for what it is worth, this would seem reasonable particularly and given his acceptance of the other terms including 5 rather than 10 day payout for unused vacation. That is of course your call however. Please let me know if you are ok with this clarification in which case I think we can wrap this up by tomorrow

Floyd J. Dugas, Esq.

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Milford, Connecticut 06460

Tel: 203-783-1200

Fax: 203-882-0045

fdugas@bmdlaw.com

www.bmdlaw.com

www.connecticuteducationlawblog.com
www.connecticutlaboremploymentlawjournal.com

View Bio:

http://www.bmdlaw.com/Bio/FloydDugas.asp

Exhibit E

Town Code of Ethics states:

27-2 Standards of Service

Officials and employees have a special responsibility, by virtue of the trust invested in them by the Town's residents, to discharge their duties conscientiously, impartially, and to the best of their ability, placing the good of the Town above any personal or partisan considerations.

Have personal and/or partisan interests been placed above the good of the Town?

Portions of a Board of Education (BOE) text and a confidential e-mail were posted on Facebook by Carey Shierloh, the Secretary of the Republican Town Committee. The posts were not complete and out of context. While former BOE member, David Freedman, and current BOE member, Kathy Hamilton, have said that they shared the documents that were posted, they will not say with whom they shared the documents, and Kathy Hamilton specifically said that she did not share the text with Carey Schierloh (BOE meeting minutes 11-4-2015).

Both Mr. Freedman and Ms. Hamilton made public statements that indicate they believe the BOE was operating in an illegitimate manner and that they were sharing evidence of such:

> "I've become more and more discouraged this election season watching members of the BOE in both parties accuse other elected officials of back room politics when it is an ongoing problem on the board I serve on." David Freedman's statement to the press, *Freedman Admits To Leaking Board Of Education E-mail To 'Expose Wrongdoing'*, Eliza Hallabeck, October 29, 2015
>
> According to the Newtown Bee article (*Freedman Admits To Leaking Board Of Education E-mail To 'Expose Wrongdoing'*, Eliza Hallabeck, October 29, 2015), Mr. Freedman was "frustrated" and "had enough" of Board of Education members calling attention to a meeting that occurred between the Legislative Council Chair, Board of Finance Chair and Superintendent in which the Chair of the Board of Education was shut out of the meeting.
>
> At a BOE meeting, Kathy Hamilton told the Board that she shared the text, and continued, "I think that my vision would be to have the newly seated board go to another FOI training so that there are discussions that are vetted properly, that there are properly warned meetings by board members who are in attendance. I think that in my mind it is a lesson learned on how boards are supposed to operate and this is a continuous problem on our board." Kathy Hamilton statement at Board of Education meeting, 11-4-2015, approximately 1 hour, 48 minutes into meeting.

Had the full confidential e-mail chain been posted, (only part of the chain was posted on Facebook) it would show that both Ms. Hamilton and Mr. Freedman participated in the e-mail communication with the BOE and Board attorney. And had the full text been posted, it would show that the Board Chair shut down the conversation that resulted from his text.

Mr. Freedman and Ms. Hamilton shared Board communications, which they presumably believed to be improper, with multiple people outside of the Board (Ms. Hamilton stated at the 11-4-2015 BOE meeting that she shared the text with several people and not Carey Schierloh). Yet nobody brought the concern to a formal process for unbiased evaluation. If board procedures were amiss, an independent body could have helped the board improve its own practices. Instead, the information about communications that occurred many months to years earlier was posted on Facebook in the weeks leading up to elections.

Neither the text nor the confidential e-mail were part of public meetings, leading me to wonder what prompted the two board members to share these documents. Were the documents shared with or without a request from the public?

While Ms. Hamilton addressed her concerns about the texts being improper with the BOE Chair, and he corrected the issue (within hours), she nonetheless shared the text with several other people outside of the Board.

As a Board of Education member, I am left wondering how long have these "pieces of evidence" been accumulating? How many other documents have been shared? Who has been involved in collecting the documents?

The two parties who shared Board business - the text and confidential e-mail - with people outside of the Board of Education, have declined to help their own board understand how the Secretary of the Republican Town Committee obtained the documents.

Cost to the Board

Because the two individuals have not been willing to share how the e-mail and text were disseminated (via FOIA requests), the Board of Education is now bearing the legal costs of an FOI complaint filed against the BOE.

I am fully aware that the communications that I have with the public and other board members is subject to FOIA when applicable. I also accept that we are human and I will make mistakes. However, knowing that one of my fellow board members is collecting evidence - includir_ privileged information - to use against me on social media and out of context, particularly when elections role around, is not conducive to the collaboration, respect and discourse that is essential to doing the business of the Board.

Exhibit F

Gmail

Laura Roche <lrocheboe@gmail.com>

FW: Disclosure of group text message

1 message

Keith Alexander <alexanderk_boe@newtown.k12.ct.us> Wed, Nov 11, 2015 at 5:37 PM
Reply-To: alexanderk_boe@newtown.k12.ct.us
Cc: Joe Erardi <Dr.Erardi@newtown.k12.ct.us>

Board Members,

I received the following communication from Kathy Hamilton today.

(Board Members have been BCC'd)

--

Respectfully,

Keith Alexander

Chair, Newtown Board of Education

http://www.newtown.k12.ct.us/

From: Kathy Hamilton [mailto:kathylhamilton@att.net]
Sent: Wednesday, November 11, 2015 4:08 PM
To: alexanderk_boe@newtown.k12.ct.us
Cc: erardij@newtown.k12.ct.us; RMills@goodwin.com
Subject: Fw: Disclosure of group text message

Please forward this communication to the board.

On Wednesday, November 11, 2015 3:53 PM, Kathy Hamilton <kathylhamilton@att.net> wrote:

Dear Keith,

I have no communications disclosing the text message below and I have nothing more to add other than my statement from our last meeting, dated November 4, 2015. There was

nothing wrong with sharing the text as it was in the public domain as a result of an illegal meeting which I informed you about on June 24, 2015. Again, instead of seeking retribution, I request that we focus on learning from our mistakes and complying with and learning about the FOI standards so that better choices can be made in the way we conduct ourselves and our business.

All my best,

Kathy Hamilton
email: KathyLHamilton@att.net

mobile: 203-417-2167

On Sunday, November 8, 2015 4:43 PM, Keith Alexander <alexanderk_boe@newtown.k12.ct.us> wrote:

Hello Kathy,

At the Board of Education meeting on November 4th, 2015, you stated that you had shared the group text message referring to details for the June 24, 2015 meeting of the Board of Education with people who are not members of the Board. In order for the Board to properly understand the circumstances and extent of that release, as the Chairperson, I request that you tell me who the text was shared with and forward to me any and all communications disclosing the text message that you have.

Thank you--

--Keith

--

Respectfully,

Keith Alexander

Chair Newtown Board of Education

--

Exhibit G

Gmail

Laura Roche <lrocheboe@gmail.com>

FW: Statement to be read tonight

1 message

Keith Alexander <alexanderk_boe@newtown.k12.ct.us> Wed, Nov 11, 2015 at 5:37 PM
Reply-To: alexanderk_boe@newtown.k12.ct.us
Cc: Joe Erardi <Dr.Erardi@newtown.k12.ct.us>

Board Members,

I received the following communication from David Freedman today. I will read this statement at the meeting.

(Board Members have been BCC'd)

--

Respectfully,

Keith Alexander

Chair, Newtown Board of Education

http://www.newtown.k12.ct.us/

From: David Freedman [mailto:dfboenewtown@hotmail.com]
Sent: Wednesday, November 11, 2015 2:21 PM
To: Keith Alexander <alexanderk_boe@newtown.k12.ct.us>
Subject: Statement to be read tonight

Keith,

Please read the attached statement into public record at tonight's meeting and share the communication with the Board. I don't see how my presence at the meeting tonight would change the outcome of any decisions made by the majority of the voting Board.

Regards,
David Z Freedman

--

Letter BOE 11 11 15.pdf
7K

November 11, 2015

Please read this statement into public record.

Clearly the issues surrounding the email that was released to the public has created such a large distraction for my fellow board members. For that I am sorry because the children of Newtown and the community deserve the full focus of the Board of Education.

I have accepted responsibility for my actions. As I have explained to you, it was not an attempt to breach the privilege nor for it to go public as an attempt to undermine the board. I honestly thought that the communication at issue was no longer privileged (since the matter at issue had concluded, and since there is a final document reflecting that brief discussion contained in the communication at issue). I could have waited until after Election Day to come forward (or not come forward at all), but I chose to do the right thing to spare Newtown of the expense of an unnecessary investigation.

I am strongly urging the Board and its members to look at correcting their actions moving forward as opposed to spending their time looking backwards and seeking retribution, which only leads to a cycle of further accusations. Indeed, instead of seeking retribution for mistakes with regard to the attorney client privilege and the FOIA. With a new Board commencing in December, it would seem more productive to learn by way of the Board scheduling workshops by counsel, CABE and/or the Freedom of Information Commission (such as Tom Hennick) on the issues of attorney-client privilege, FOIA compliance and board roles and responsibilities.

The Board has accomplished valuable work over the past two years and it has an opportunity to bond together to operate the best way possible and to look to the future of what is uniquely possible.

Thank you to everyone for giving me the opportunity to serve and to contribute to the education of our children.

Sincerely,

David Freedman

Exhibit H

Please Note: These minutes are pending Board approval.

Board of Education
Newtown, Connecticut

Minutes of the Board of Education special meeting on November 17, 2015 in the Council Chambers, 3 Primrose Street, at 7:15 p.m.

K. Alexander, Chair	J. Erardi
L. Roche, Vice Chair (absent)	R. Bienkowski
K. Hamilton, Secretary	4 Staff
D. Leidlein	20 Public
J. Vouros	1 Press
D. Freedman	
M. Ku	

Mr. Alexander called the meeting to order at 7:18 p.m.
MOTION: Mrs. Ku moved that the Board of Education go into executive for a K-12 security update and invited Dr. Erardi and Mr. Bienkowski.

Item 1 – Executive Session
Executive session ended at 7:32 p.m.

Item 2 – Pledge of Allegiance
Item 3 – Consent Agenda
MOTION: Mrs. Ku moved that the Board of Education approve the consent agenda which includes the high school field trip to the Student Leadership Conference, the donation of an outfield fence for the high school softball field, the roster of high school coaches for winter sports, and the correspondence report. Ms. Hamilton seconded. Motion passes unanimously.

Item 4 – Public Participation
Carlen Gaines, 17 Bridge End Farm Lane, is president of the Federation of Educational Personnel. They feel the contract is fair especially during these economic times and thanked the administration and Board of Education for their continued support for their union.

Kristen Alesevich, 16 Fieldstone Drive, said her kindergartner loves the program.

Laura Terry, 64 Robin Hill Road, spoke to Tom Hennick regarding the disclosure of information. She stated that Kathy Hamilton said she released her text message to people other than Carey Shierloh. She submitted a request as to how it was released but has not seen a response.

Item 5 – Reports
Chair Report: Mr. Alexander said several Board members attended Veteran's Day events in the district and also attended the Monroe Board of Education meeting last night to show our appreciation for what they have done for us.

Superintendent's Report: A community forum will be held December 16 regarding alternative programming discussing programs for highly capable students and students at risk. When we reconstitute the Board in December it is essential to have high quality discussions regarding long term planning, enrollment and facility. There is a wellness workshop December 1 for ninth grade parents. He was in attendance when Pat Llodra received the Spirit of Leadership Award from CAS. This award is special as she was he first person selected. It recognizes a lifetime of

selfless and extraordinary public service. Dr. Erardi expects to provide the community with weather notifications through Twitter. The Sandy Hook PTA Foundation offered us to apply for a grant for the next school year and years to come. They are awarding us with $500,000 with $239,954 for the next school year. This will ensure mental health providers to be in place. He thanked them for granting this award.
Dr. Erardi noted that this was Mr. Freeman's last meeting and thanked him for his work on the Board.

Student Reports:
Kayla Disibio said this week is international week with a different language for each day. This past weekend was the production of Great Gatsby. The Veteran's Day assembly was very successful and now they are collecting goods for the Newtown Food Bank.

Rilind Abazi stated that November 13 there was an extended advisory where students shared their experiences during the first quarter. Senior health requirement workshops were held. Student Government is forming committees for students who want to share their concerns. He thanked Dr. Erardi for attending the National Honor Society induction ceremony.

Committee Reports:
Mrs. Ku said at the Curriculum and Instruction meeting a parent spoke about the K-12 math curriculum. They also talked about communicating with parents. There was also an update from Mrs. Davila regarding the curriculum council progress on a rubric for curriculum evaluation and reviewed the new program/pilot study policy application form for staff. She attended the Education Connection meeting at their new facility in Brookfield which is an ideal place for a Board of Education retreat at no expense to the district. The CABE/CAPSS convention is this weekend and she and Mr. Vouros would be attending. There was also a security meeting last week.

Dr. Erardi held the Paraprofessional Climate and Culture Committee meeting with their executive board members. He feels it is moving in the right direction and addressing concerns.

Financial Report:
MOTION: Mrs. Leidlein moved that the Board of Education approve the financial report and transfers for the month ending October 31, 2015. Ms. Hamilton seconded.

Mr. Bienkowski reviewed items in the report and spoke about noted transfers. We are in a break even situation now. The accounts being held are in the projected balance column of the report. We are reserving funds to help us due to increased special education costs.

Ms. Hamilton asked that for the next report she would like information on what we aren't doing with the accounts on hold.
Mr. Bienkowski said the building and site projects are on hold. The 25% hold is a generic hold on all accounts the principals have control over.

Dr. Erardi said we have an administrators meeting this Friday and he will address this with them.
Mrs. Ku asked the length of time for this hold.
Mr. Bienkowski said probably until March or April.

Dr. Erardi told the leadership team that we need to have this in place to balance the budget in June.

Ms. Hamilton said transportation seems to be way over in every category.
Mr. Bienkowski said those accounts were encumbered but some invoices had inaccuracies. They will be corrected in the November report.

Mrs. Leidlein asked if the state was still working on their deficit and if there will be any impact on education.
Mr. Bienkowski hasn't heard anything. This month we will have a better idea regarding excess cost but it is not on the table now.
Motion passes unanimously.

There was no old business.

Item 7 – New Business
Mrs. Davila was unable to attend due to a family emergency
Kindergarten Spanish Program Review:
Barbara Gasparine introduced Marianne Grenier who is teaching the Spanish immersion program which consists of 30 minutes per week for kindergarten students in each elementary school.
Mrs. Grenier showed a video of kindergarten students in each school during a Spanish lesson. During these classes she only speaks to the students in Spanish. Their teacher is also in class during that time and does some reinforcement of the language during the school day. There are 243 students who love this class.

Mr. Vouros said this is just like the program in Southington which is remarkable. At least 15 mothers have stopped him and told him how phenomenal this program is for their child. He looks forward to the assembly in June and including this program in the budget for first grade students next year.
Mrs. Ku has also heard good things from parents about this program.

Mrs. Grenier said there is a great deal of support in the schools. Teachers are partners in the classroom so it's a joint effort.
Mrs. Leidlein said starting at a young age is important and we would be doing a disservice if we didn't offer it next year.

Dr. Erardi said that Ms. Gasparine volunteered to oversee the Spanish program in all schools. The only concern is right now this program is personnel driven. If the Board of Education goes forward with a K-1 opportunity we make that announcement early to ensure the appropriate staffing for next year. He thanked Mrs. Grenier for her work with this program.

Mr. Vouros thanked Tina from Southington who has been an invaluable aid to us as we formulated having this program.

Newtown Federation of Educational Personnel Contract:
MOTION: Mr. Freedman moved that the Board of Education approve the ratified Newtown Federation of Educational Personnel contract for the period July 1, 2015 through June 30, 2019
Mr. Vouros seconded.

Mr. Bienkowski said this has become a four-year contract. Salary adjustments give a 2% increase with each year and the last two years a half percent increase to provide equity with surrounding communities. There were also adjustments on the medical co-payment portion with the PPO plan going up 2.5% the first year.

Mr. Freedman said it was a very positive experience. The teams on both sides were very professional and he thanked everyone who was part of this process. They felt strongly that it was important to help them get in line with other districts.

Ms. Hamilton asked how many of the total in the union are in the HSA plan.
Mr. Bienkowski said there were less than four in that plan.
Motion passes unanimously.

Schedule of 2016 Meetings:
MOTION: Mrs. Leidlein moved that the Board of Education approve the 2016 schedule of meetings. Mr. Vouros seconded. Motion passes unanimously.

Minute of November 4, 2015:
MOTION: Mrs. Leidlein moved that the Board of Education approve of November 4, 2015 with the requested change by Mrs. Ku on page 6. Mr. Vouros seconded.
Vote: 6 ayes, 1 abstained (Mr. Freedman)

Minutes of November 11, 2015:
MOTION: Mrs. Leidlein moved that the Board of Education approve the minutes of November 11, 2015. Mrs. Ku seconded.
Vote: 4 ayes, 2 abstained (Ms. Hamilton, Mr. Freedman)

Discussion and possible action regarding disclosure of Board communications:
Mr. Alexander stated that at the last meeting we decided to work with an attorney and file an FOI complaint and also refer this to the board of ethics. Letters will be sent this week. There are two FOI complaints pending. We will not file ours until those are taken care of. He wants to focus on the future and suggested a motion.

MOTION: Mrs. Ku moved to put a hold on this discussion. Mrs. Leidlein seconded.

Mrs. Ku said it would be worthwhile to wait until we have information from the FOI Commission and board of ethics. That would allow us a more solid footing on which questions to ask and make recommendations.

Mr. Vouros feels it is important for everyone to understand that the processes in place now can take some time and to not take that as a lack of commitment to get to the truth. So far we aren't getting it.

Mrs. Ku asked who would subpoena records if the FOI Commission found there to be an issue. Mr. Alexander said the FOI Commission would do that. The Commission or the Board would need to look for records they need.

Motion passes unanimously.

Item 8 – Public Participation
Andy Clure, Winton Farm Road, suggested looking at the possibility of high school Spanish students assisting in the kindergarten Spanish program.

MOTION: Mrs. Leidlein moved to adjourn. Ms. Hamilton seconded. Motion passes unanimously.

Item 9 – Adjournment
The meeting adjourned at 8:36 p.m.

Respectfully submitted:

Kathryn Hamilton
Secretary

FIELD TRIP BUS REQUEST FORM

Teacher Making Request: Larry Saladin Date: 11/2/15

Other Staff Involved: Jen Dellasala

Date of Proposed Field Trip: 11/20 - 11/21/15

Class/Group Involved: Student Government + Tech team

Number of Students Scheduled to Make Trip: 22 # could change

Other Adults (non-teachers) Chaperoning the Trip (list names):

Destination: Friday: Community Cultural Center / Sat. EHHS/CIBA (see Attached)

Place and Time of Departure: 8:30 - Newtown High School

Overnight: Holiday Inn Downtown Hartford Area

Estimated Time of Return: 2:15pm 11/21/15

Special Arrangements (i.e. stopping at a restaurant, picnic, etc.)

DROP OFF AND PICK UP ONLY

Estimated Cost of Transporation:

Estimated Cost per Student: $120

Other Information:

PRINCIPAL APPROVAL BY SIGNATURE: Lorrie Rodrigue DATE:

OVERNIGHT/OUT-OF-STATE FIELD TRIP BOE APPROVAL: DATE:

Billing Information

Bill to:

Pricing: Hours @ per hour =

Miles @ per mile =

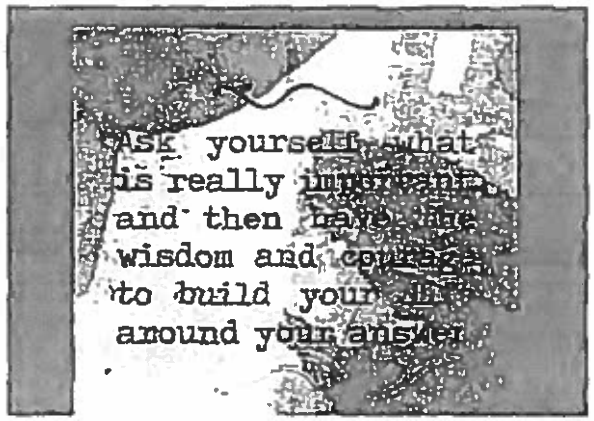
Minimum Charge:

Total Charge per Bus:

Confirmation

Information taken by. Date Confirmed:

Confirmed by Recorded in Book



What will you get at the CT Student Leadership Conference?

Inspiration – 3 National Speakers each **walking the walk** and putting their own **unique talents, abilities and leadership into their passions and making** a tangible, dramatic **difference** in the world.

Tools – 21st Century **Skill specific workshops** designed to strengthen your ability and resolve to bring your unique talents and leadership to their true potential. **Communicate** clearly, **collaborate** with others across barriers and in diverse groups, and **think creatively** and **work creatively** with others.

Resources – information and **ideas** for **projects, learning** and **development**. Connection to a large **network** of **student leaders** and **adult advisors** to support your growth and future initiatives.

When?
Friday, Nov. 20th 9:30am thru
Saturday, Nov. 21st 1:30pm

Where? East Hartford, CT

Conference begins at the **Community Cultural Center**, 50 Chapman Pl, East Hartford, CT 06108. Late afternoon, evening and Saturday sessions will be held at ***EHHS/CIBA*** and overnight stay will be at the **Holiday Inn Downtown Hartford Area.**

Cost?
Conference Only

$90 per person (Student & Advisor)

Conference with Overnight Stay

Student - $120 per student (quad occupancy)

Advisor - $120 per advisor (shared room)
$150 per advisor (single room)

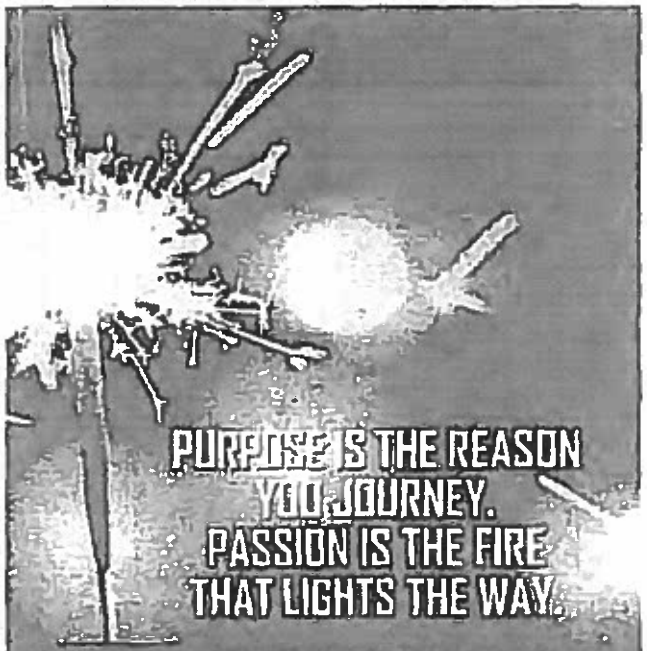
Registration? www.casciac.org/slcregister.shtml

All registrations should be made through your school or by your advisor.
Registration Deadline is Oct. 30th.

CT ASSOCIATION OF SCHOOLS
30 Realty Drive
Cheshire, CT 06410
203-250-1111
www.casciac.org

STUDENTS!

FIND YOUR PASSION AND TAKE ACTION!!



CT STUDENT LEADERSHIP CONFERENCE 2015

A program of the
CT Association of Schools
and the CT Association of
Student Councils

Keynote – Mike Smith on Leaving a legacy - Leadership

Everyone has the capability to be a leader. It takes courage and passion, and sometimes you have to be uncomfortable, but we can all do it. You're leaving a legacy on this world whether you realize it or not. What you do with your life will boil down to one question: what do you want to be remembered for?

Mike Smith

So there's this kid. He lives in the small town of Imperial, Nebraska. He's got a 2.4 GPA. He's a bit of a troublemaker. To top it off, his name is Mike Smith. Sounds like your average, ordinary kid, right? Wrong.

In his senior year of high school, Mike realized that being ordinary was a *choice*. Since then, Mike has never stopped believing that he can do whatever he puts his mind to. That hard work, dedication, and the reckless pursuit of his passions can turn his life into something extraordinary that *he* is the only one who can control his legacy. For over a decade, Mike has done just that...and he's never looked back.

Chris Temple - Co-Founder of Living on One & Award-Winning Documentary Filmmaker

Chris Temple

From living in a tent in a Syrian refugee camp to working as radish farmers and surviving on one dollar a day in Guatemala, Chris Temple (and Zach Ingrasci) are pioneering a new style of documentary film-making, using immersive storytelling to raise awareness and inspire action around pressing global issues. Their work has raised over $490,000 directly for micro-finance loans, education scholarships, and refugee services around the world.

Through extensive use of video, personal stories, and professional experience, Chris will help you build empathy for others around the world, achieve a sense of gratitude for the opportunities at your fingertips, discover your passion, and equip yourself with the tools you need to create change in the world around you. Small efforts make big impacts, both in your life, and in the lives of those around you.

Andrew Peterson has proven the skeptics wrong time and time again.

Andrew Peterson

Born with Fetal Alcohol Syndrome, Andrew lived in foster care and wasn't expected to walk or talk normally. All that changed when Craig Peterson adopted Andrew and his three siblings. Although learning was never easy, Andrew always tried his best. Upon running his first 3K race at age nine, he found a niche.

Andrew developed into an accomplished distance runner; earning varsity letters in hs and winning gold medals in state competitions. At the 2014 Special Olympics National Games, Andrew brought home three gold medals – running personal bests of 4:47 in the 1500M and 10:22 in the 3000M. He joined the Special Olympics Athlete Leadership Program and has since addressed over 60,000 hs students about respect and ability.

Andrew was a feature story of Runner's World magazine – inspiring thousands of families and giving them hope for their own children.

November 11, 2015

TO: Dr. Erardi

FROM: Lorrie Rodrigue

Please accept the donation of an outfield fence for the Newtown High School softball field from Lin Hertberg at an estimated value of $12,000.

Thank you.

Attach

L. Rodrigue

November 11, 2015

Dear Joe,

The Newtown High School Athletic Department would like to accept the donation of an outfield fence for our softball field located on the high school grounds. Lin Hertberg, a local resident who has been actively involved in youth sports for decades would like to donate the fence and installation which is valued at $12,000. If accepted, the fence will be installed this fall. Thank you for your prompt attention on this matter.

Sincerely,

Gregg Simon
Newtown High School Athletic Director

L Rodrigue

NEWTOWN HIGH SCHOOL
ATHLETIC DEPARTMENT
WINTER SPORTS
2015-2016

NAME/STEP	SPORT
SUSAN BRIDGES 3	CHEERLEADING NO CHANGE
CAITLIN DELOHERY 3	J.V. CHEERLEADING NO CHANGE
CHERYL STENZ 3	DANCE TEAM NO CHANGE
KERISTEN RACCIO 3	GYMNASTICS NO CHANGE
JEREMY O'CONNELL 3	GIRLS BASKETBALL NO CHANGE
ABBEY FEDIGAN 2	J.V. GIRLS BASKETBALL NO CHANGE
BOB PATTISON 3	FRESHMAN GIRLS BASKETBALL NO CHANGE
TIM TALLCOUCH 3	BOYS BASKETBALL NEW COACH—NO CHANGE
BOB GENDREAU 3	J.V. BOYS BASKETBALL FORMER FRESHMAN COACH
ALEX AMARU 1	FRESHMAN BOYS BASKETBALL NEW COACH
CHRIS BRAY 3	WRESTLING NO CHANGE
MIKE MCKEEVER 3	ASST. WRESTLING NO CHANGE
ROBERT GAUVIN 3	BOYS SWIMMING NO CHANGE
CHRIS PEARSON 2	ASST. BOYS SWIMMING NEW COACH NHS TEACHER
DOUG RUSSELL 3	GIRLS WINTER TRACK NO CHANGE
TOM BRANT 3	BOYS WINTER TRACK NO CHANGE
KEVIN HOYT 2	ASST. WINTER TRACK NEW COACH
PAUL ESPOSITO 3	ICE HOCKEY NO CHANGE
TIM HANLEY 3	ASST. ICE HOCKEY NO CHANGE
MIKE JONES 3	ASST. ICE HOCKEY NO CHANGE
	DIVE COACH NEW COACH

ICE HOCKEY ASSISTANT COACHES SALARIES SHOULD BE ADDED TOGETHER AND PAID EQUALLY.

<u>VOLUNTEER COACHES</u>

KRIS KENNY----ICE HOCKEY
PHILLIP VERMIGLIO---- ICE HOCKEY
JERRY HAMMOND---ICE HOCKEY
TUCKER GROSE---ICE HOCKEY
ANDREW TAMMARRO---ICE HOCKEY
ANDREW HALL---ICE HOCKEY
PETER KAMINSKY---ICE HOCKEY
MATT MURPHY---GIRLS BASKETBALL
KATIE CARBONE--- GIRLS BASKETBALL
LORI ROHRBACHER—CHEERLEADING
CHRIS SYMES---- WRESTLING
JEFF BUSSEY---BOYS BASKETBALL
MIKE LONG----WRESTLING
BOB TERRY—INDOOR TRACK

BOE Communications Report, 11/17/2015
Kathy Hamilton, Board of Education Secretary

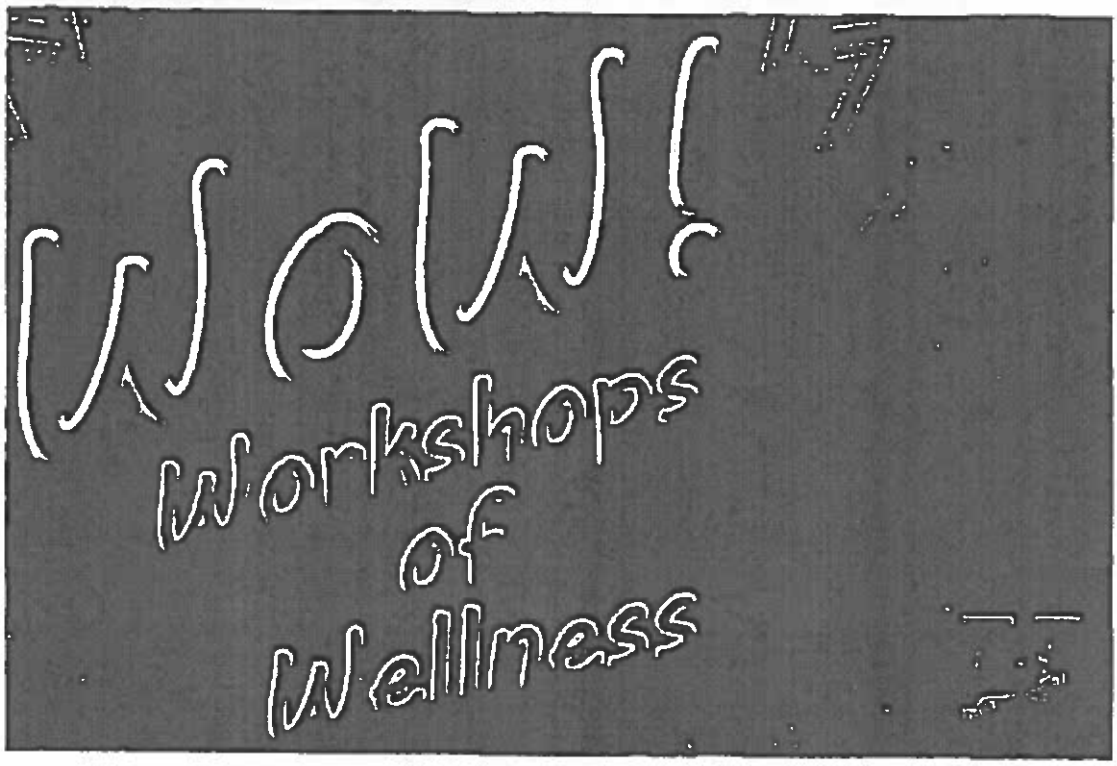
From	Date	Description
Kinga Walsh	11/4/2015	Support for full investigation
Wolfgang Halbig	11/5/2015	SHS Choir
Wolfgang Halbig	11/5/2015	SHS Choir
Tom Sumrak	11/13/2015	Lending Tree - Award Announcement
Lynn Edwards	11/16/2015	BOE Meeting Attendance of Freedman & Hamilton

Administrative Report

Tuesday, November 17th

1. **Community Forum – December 16th - 7:00 p.m. Lecture Hall**
    a. **Alternative Programming**
        i. **Highly Capable Students**
        ii. **At-Risk Students**
2. **Next Level of Work: Long Term Plan / Enrollment - Facility**
3. **Wellness Workshop – Tuesday, December 1st 6:30 p.m.** (Attach 1)
4. **Spirit of Leadership Award – CAS – Pat Llodra** (Attach 2)
5. **Community Notification – Weather Events – JE Twitter Account**
6. **Sandy Hook PTA Foundation – Grant Award: $500,000**
    a. **2016-2017: $239,954.00**

11/17/16



You are invited to WOW!

Workshops of Wellness
An event hosted by NHS Link Crew

Who: Freshman and their parents

What: Freshman and their parents will attend workshops on topics such as mental health, substance awareness and abuse, and internet safety. In addition, there will be booths set up with information about the different resources that are available in the community regarding wellness.

When: Tuesday, December 1st from 6:30-8:30 pm
(Snow Date: Wednesday, December 2nd)

Where: Newtown High School Auditorium

***** ALL FRESHMAN AND THEIR PARENTS ARE ASKED TO ATTEND THIS IMPORTANT NIGHT.**
Attendance will count as an extra credit PE/health class grade for either the Fall 2015 or Spring 2016 semester.

Program for the Evening Begins at 6:30 p.m.

Opening	*Mrs. Donna Schilke, President of the Connecticut Association of Schools and Principal of Smith Middle School in Glastonbury*
Master of Ceremonies	*Dr. Everett Lyons, Associate Executive Director of the Connecticut Asscoiation of Schools*
Greetings	*Dr. Karissa Niehoff, Executive Director of the Connecticut Association of Schools*
Greetings	*Dr. Dianna Wentzell, Commissioner Connecticut State Department of Education*

The Michael H. Savage Spirit of Leadership Award
E. Patricia Llodra
First Selectman, Town of Newtown

E. Patricia (Pat) Llodra, First Selectman of Newtown, is the recipient of the Michael H. Savage Spirit of Leadership Award. Given tonight for the first time, the award recognizes a lifetime of selfless and extraordinary public service, offered willingly for the betterment of others. We celebrate Pat for her long and distinguished career as a teacher, school principal, and state department executive coach and leader-in-residence, as well as for her steady hand at the Newtown helm following the Sandy Hook tragedy.

Pat Llodra grew up on a family farm in South Hadley, Massachusetts. One of seven children, she remembered boarding a bus with her sister to travel into Connecticut to work at one of several tobacco farms in the state. Her father was a native of Ireland whose formal schooling ended in the fourth grade though he was a lifelong avid reader. Her mother was the daughter of an Episcopalian minister whose family originally came from England. Pat said that although she grew up poor, she set her sights on higher education and became the first member of her family to attend college – though it took her 17 years between working and raising a family before she completed her undergraduate degree. She has worked as a waitress, bartender, teacher, principal, and executive coach and will begin serving her fourth term as Newtown First Selectman on December 1.

Pat earned a Bachelor of Science in Psychology degree from the University of Bridgeport and a Master of Science in Education degree from Western Connecticut State University. She began her career in public education in 1978 as a mathematics teacher at John Read Middle School in Redding. After four years at John Read, Pat became a math teacher and computer coordinator at Nonnewaug High School in Woodbury. She served as an assistant principal there for three years before becoming principal at Northwestern Regional High School in Winsted. Pat served as principal of Northwestern for fifteen years and while there, in 2001, was designated the CAS High School Principal of the Year. Following her retirement, Pat served as interim principal of Newtown High School and joined the Connecticut State Department of Education as an executive coach and leader-in-residence. She was elected First Selectman in Newtown in 2009 and continues to serve in that capacity today.

FLES Program – Spanish Immersion – Kindergarten

30 minute class, 1x/week. FLES teacher will speak only Spanish. Kindergarten teachers partner with FLES teacher to encourage student participation and build enthusiasm.

2nd language Study - Research proves that Early Age Acquisition enhances and develops:

- **better** problem-solving skills - persevering, reasoning abstractly, quantitatively, and analytically
- **higher** cognitive skills in ALL academic areas as the brain uses language to organize and express ideas and concepts
- a **more sophisticated** sense of self, increased self-confidence and self-awareness
- **improved** reading skills & **deeper understanding of 1st (native) language** in grammar, structure, and vocabulary
- **expands** ALL four (4) components of language: Listening, Speaking, Reading, and Writing

Themes will include: "Getting to know you", "Family", "Numbers, Colors, Shapes" etc. which will be supported through familiar American songs/books/poems translated into Spanish. We will also be exploring and celebrating traditional Spanish and Hispanic holidays and folk songs, customs and the variety among Spanish-speaking nations.

Research shows that combining physical movements (dancing/acting) while singing reinforces comprehension and retention. AND, that reading and practicing whenever possible at home, extends the enthusiasm beyond school, enriching family and friends' relationships and further encourages language acquisition.

***PLEASE** visit the website of Señora Mariana (Marianne Grenier) www.newtown.k12.ct.us under "Kindergarten" if you are so inclined to review and practice with your child. Practice reinforces what is learned in school. Website will be updated regularly with what's going on in the classroom currently, valuable online resources, etc.*

FLES lessons are interdisciplinary, (learning across the school subject spectrum), supporting Common Core Standards in Mathematical Principles and Comman Core Stronds of Reading, Writing, Speaking & Listening.
That means that what the children are already learning in Math, Social Studies, Art, Physical Education, etc. will be facilitated in this Spanish Immersion through reading, singing, dancing, learning about art and culture, etc.

***TAKE AWAY MESSAGE:** 2nd language acquisition goes beyond simply memorizing simple songs or reciting poems.*
The broader concept of immersion language learning enhances acquisition and learning a lifelong set of skills.

¡Vamos a tener un año fantástico! GRACIAS

NEWTOWN BOARD OF EDUCATION
2016 SCHEDULE OF MEETINGS

Meetings will be held in the Council Chambers in the Newtown Municipal Center, 3 Primrose Street, at 7:30 p.m. with the exception of the January 19 and September 6 meetings which will be held in the Reed Intermediate School library.

January 5 (budget overview)
January 7 (budget)
January 12 (budget)
January 19 – ***Reed Intermediate School Library***
February 2 (public hearing & discussion)
February 4 (budget adoption)
February 16
March 1
March 15
April 5
April 19
May 3
May 17
June 7
June 21
July 19
August 16
September 6 – ***Reed Intermediate School Library***
September 20
October 4
October 18
November 1
November 15
December 6
December 20

January 3, 2017
January 17, 2017

Approved

NEWTOWN BOARD OF EDUCATION
MONTHLY FINANCIAL REPORT
OCTOBER 31, 2015

SUMMARY

The fourth financial report of the 2015-16 fiscal year follows. In the month of October, the Board of Education spent approximately $9.2M; $5.2M on salaries, $2.2M on benefits, and $1.8M for all other objects. This report captures three payrolls, hence the increase in salary over the prior period. It also reflects another $2 million in quarterly payments to the self-insurance fund for school district employees.

An additional column appears on this report for "Current Transfers" to capture the adjustment required resultant from the settlement of the nurses contract. A few other minor transfers are noted as well. The "Anticipated Obligations" column now reflects the best current estimate for expenditures beyond active encumbrance. At this time, the entries included here represent the budgeted amounts for the offsetting receipts related to the excess cost and agency placement grants. The first estimate of what the districts expected expenses will be are reported to the State on December 1st. In many cases, this column will reflect the remaining budget balance, as expenditures are planned at this level absent any other mitigating circumstances. As further analysis and information becomes available these obligations will reflect such.

All the main object accounts remain in a positive balance position for this month with the exception of "Other Purchased Services" which contains the line item for out-of-district tuition which is currently over budget.

Following up on last months report identifying concern about both the level of expenditures and encumbrances as compared to the previous year, we have estimated the 'anticipated obligations' in order to bring perspective to our current fiscal condition. This represents a conservative estimate leaving no room for extraordinary events, such as extreme weather conditions during the winter. The year ahead will present challenges and most likely will solidify the temporary 25% hold back which was instituted at the start of this school year. Building and Site Improvement Projects and certain equipment accounts have been frozen at this time as well, until we get a better handle on our overall condition moving forward. Other fiscal constraints may also be imposed.

The yellow highlighted projected balance accounts represent those where a deliberate hold is necessary to meet the current budget challenges.

This budget is extremely lean and will be carefully monitored.

EXPENSE CATEGORY CONDITIONS

100 SALARIES

The total salary budget will need to be carefully monitored as we still need to meet the turnover expectation included in the budget. Should we have the same experiences as last year, substitutes are expected to produce a balance while homebound is currently not as committed as last year at this time. Paraeducators, due to special needs are exceeding budget by over $70,000.

200 EMPLOYEE BENEFITS

Current estimates continue to be on track with a balance potentially in unemployment.

300 PROFESSIONAL SERVICES

Current balance appears adequate, however the increased legal activity from negotiated and mediated settlements will put significant pressure on the districts' legal budget. This amount also includes the services for medical and psychological evaluations which are also spiking. The budget appears okay at this time, but experience has shown that this account has gone significantly over in the past. Also, note that this current budget is $177,000 less than what was spent last year.

400 PURCHASED PROPERTY SERVICES

This group of accounts provides services necessary to keep the buildings running along with classrooms repairs and rentals. At this time, we are assuming this budget will be adequate but a lot will depend on the type of winter we have. Building and Site Improvement Projects have been put on hold to help us get through the future uncertainty.

500 OTHER PURCHASED SERVICES

Contracted services, travel, and the other accounts in this category should be fine. The pressure impacting the entire budget is resultant from the increase in out-of-district placements with their associated transportation costs. The expenses reflected here represent what we currently are aware of including several mediated settlements, additional placements will further compromise our position.

600 SUPPLIES

This group of accounts includes the electricity, gas, and fuel accounts, which will be more thoroughly reviewed and estimated as we enter the heating season. Currently, based on last years' experience we look to be within budget with an excess predicted in natural gas.

The projected balances depicted in; Instructional & Library supplies, software, medical, office and plant supplies, along with textbooks are deliberate 'holds' again, programed until we arrive at a safer space overall. (The plant supply balance with probably be difficult to achieve due to inability to stretch consumable items).

700 PROPERTY

Current estimates continue to provide for all technology equipment as planned with another deliberate hold on other equipment, primarily custodial, maintenance and district furniture.

800 MISCELLANOUS

Current estimates continue to be on track with a slight balance predicted.

The budget will continue to be carefully monitored and any subsequent issues or opportunities will be presented as necessary.

REVENUE

During the month of October, High School generated fees were received from the Nurtury program, parking permits and fall sports.

Ron Bienkowski
Director of Business
November 10, 2015

TERMS AND DEFINITIONS

The Newtown Board of Education's Monthly Financial Report provides summary financial information in the following areas:

- Object Code – a service or commodity obtained as the result of a specific expenditure defined by eight categories: Salaries, Employee Benefits, Professional Services, Purchased Property Services, Other Purchased Services, Supplies, Property, and Miscellaneous.

- Expense Category – further defines the type of expense by Object Code

- Expended 2013-14 – actual (unaudited) expenditures of the prior fiscal year (for comparison purposes)

- Approved Budget – indicates the town approved financial plan used by the school district to achieve its goals and objectives.

- YTD Transfers - identified specific cross object codes requiring adjustments to provide adequate funding for the fiscal period. This includes all transfers made to date.

- Current Transfers – identifies the recommended cross object codes for current month action. (No current transfers indicated)

- Current Budget – adjusts the Approved Budget calculating adjustments (+ or -) from transfers to the identified object codes.

- Year-To-Date Expended – indicates the actual amount of cumulative expenditures processed by the school district through the month-end date indicated on the monthly budget summary report.

- Encumbered – indicates approved financial obligations of the school district as a result of employee salary contracts, purchasing agreements, purchase orders, or other identified obligations not processed for payment by the date indicated on the monthly budget summary report.

- Balance – calculates object code account balances, subtracting expenditures and encumbrances from the current budget amount, indicating unobligated balances or shortages.

- Anticipated Obligation – is a column which provides a method to forecast expense category fund balances that have not been approved via an encumbrance, but are anticipated to be expended or remain with an account balance to maintain the overall budget funding level. Receivable revenue (i.e., grants) are now included in this column which has the effect of netting the expected expenditure.

- Projected Balance – calculates the object code balances subtracting the Anticipated Obligations. These balances will move up and down as information is known and or decisions are anticipated or made about current and projected needs of the district.

The monthly budget summary report also provides financial information on the State of Connecticut grant reimbursement programs (Excess Cost and Agency Placement Grants and Magnet Grant Transportation). These reimbursement grants/programs are used to supplement local school district budget programs as follows:

Excess Cost Grant – this State of Connecticut reimbursement grant is used to support local school districts for education costs of identified special education students whose annual education costs exceed local prior year per pupil expenditure by 4 ½. Students placed by the Department of Child and Family services (DCF) are reimbursed after the school district has meet the prior year's per pupil expenditure. School districts report these costs annually in December and March of each fiscal year. State of Connecticut grant calculations are determined by reimbursing eligible costs (60%-100%) based on the SDE grant allocation and all other town submittals. Current year receipts results from the state reporting done in December. We receive notice of what we are eligible for in early April.

Magnet Transportation Grant – provides reimbursement of $1,300 for local students attending approved Magnet school programs. The budgeted grant is $62,400 for this year while the expected receipt is now $66,300.

The last portion of the monthly budget summary reports school generated revenue fees that are anticipated revenue to the Town of Newtown, Fees include:

- High school fees for three identified programs with the highest amount of fees anticipated from the high school sports participation fees.
- Building related fees for the use of the high school pool facility, and
- Miscellaneous fees.

NEWTOWN BOARD OF EDUCATION

BUDGET SUMMARY REPORT

FOR THE MONTH ENDING - OCTOBER 31, 2015

OBJECT CODE	EXPENSE CATEGORY	EXPENDED 2014 - 2015	APPROVED BUDGET	CURRENT TRANSFERS	CURRENT BUDGET	YTD EXPENDED	ENCUMBER	BALANCE	ANTICIPATED OBLIGATIONS	PROJECTED BALANCE
	GENERAL FUND BUDGET									
100	SALARIES	$ 44,815,249	$ 45,087,071	$ -	$ 45,087,071	$ 11,284,833	$ 32,314,966	$ 1,487,272	$ 1,555,134	$ (67,862)
200	EMPLOYEE BENEFITS	$ 11,114,368	$ 10,705,454	$ -	$ 10,705,454	$ 5,275,290	$ 4,269,777	$ 1,160,387	$ 1,124,081	$ 36,306
300	PROFESSIONAL SERVICES	$ 907,519	$ 788,173	$ -	$ 788,173	$ 247,028	$ 237,453	$ 303,691	$ 300,426	$ 3,265
400	PURCHASED PROPERTY SERV.	$ 2,148,955	$ 2,133,580	$ 1,500	$ 2,135,080	$ 886,362	$ 512,314	$ 736,404	$ 588,999	$ 147,405
500	OTHER PURCHASED SERVICES	$ 7,314,702	$ 7,625,933	$ -	$ 7,625,933	$ 2,464,422	$ 5,558,777	$ (397,266)	$ 261,305	$ (658,571)
600	SUPPLIES	$ 4,431,039	$ 4,391,767	$ (1,500)	$ 4,390,267	$ 1,227,854	$ 171,591	$ 2,990,823	$ 2,501,920	$ 488,903
700	PROPERTY	$ 532,858	$ 786,012	$ -	$ 786,012	$ 555,071	$ 63,301	$ 167,640	$ 118,857	$ 48,783
800	MISCELLANEOUS	$ 67,705	$ 69,956	$ -	$ 69,956	$ 48,359	$ 564	$ 21,033	$ 18,400	$ 2,633
	TOTAL GENERAL FUND BUDGET	$ 71,332,395	$ 71,587,946	$ -	$ 71,587,946	$ 21,989,218	$ 43,128,743	$ 6,469,984	$ 6,469,122	$ 862
900	TRANSFER NON-LAPSING	$ 12,909								
	GRAND TOTAL	$ 71,345,304	$ 71,587,946	$ -	$ 71,587,946	$ 21,989,218	$ 43,128,743	$ 6,469,984	$ 6,469,122	$ 862

(Unaudited)

A056

NEWTOWN BOARD OF EDUCATION

BUDGET SUMMARY REPORT

FOR THE MONTH ENDING - OCTOBER 31, 2015

OBJECT CODE	EXPENSE CATEGORY	EXPENDED 2014 - 2015	APPROVED BUDGET	CURRENT TRANSFERS	CURRENT BUDGET	YTD EXPENDED	ENCUMBER	BALANCE	ANTICIPATED OBLIGATIONS	PROJECTED BALANCE
100	SALARIES									
	Administrative Salaries	$ 3,006,639	$ 3,171,452		$ 3,171,452	$ 1,054,285	$ 2,112,365	$ 4,802	$ 7,693	$ (2,891)
	Teachers & Specialists Salaries	$ 30,187,768	$ 29,940,913		$ 29,940,913	$ 7,017,241	$ 23,017,267	$ (93,595)	$ 28,083	$ (121,678)
	Early Retirement	$ 32,000	$ 84,500		$ 84,500	$ 84,500	$ -	$ -	$ -	$ -
	Continuing Ed./Summer School	$ 89,828	$ 93,673		$ 93,673	$ 53,558	$ 29,597	$ 10,518	$ -	$ 10,518
	Homebound & Tutors Salaries	$ 372,132	$ 326,936		$ 326,936	$ 54,404	$ 50,376	$ 222,156	$ 223,847	$ (1,691)
	Certified Substitutes	$ 534,674	$ 594,875		$ 594,875	$ 80,829	$ 131,610	$ 382,436	$ 334,000	$ 48,436
	Coaching/Activities	$ 525,627	$ 543,480		$ 543,480	$ -	$ -	$ 543,480	$ 543,000	$ 480
	Staff & Program Development	$ 204,214	$ 205,000		$ 205,000	$ 84,299	$ 31,885	$ 88,815	$ 88,757	$ 58
	CERTIFIED SALARIES	$ 34,952,882	$ 34,960,829	$ -	$ 34,960,829	$ 8,429,116	$ 25,373,101	$ 1,158,612	$ 1,225,380	$ (66,768)
	Supervisors/Technology Salaries	$ 638,531	$ 756,854		$ 756,854	$ 237,917	$ 487,627	$ 31,310	$ 30,280	$ 1,030
	Clerical & Secretarial salaries	$ 2,000,375	$ 2,036,645		$ 2,036,645	$ 606,813	$ 1,438,180	$ (8,348)	$ -	$ (8,348)
	Educational Assistants	$ 2,094,517	$ 1,988,010		$ 1,988,010	$ 474,545	$ 1,563,923	$ (50,459)	$ 20,266	$ (70,725)
	Nurses & Medical advisors	$ 669,915	$ 650,266	$ 26,440	$ 676,706	$ 173,191	$ 547,216	$ (43,701)	$ (41,650)	$ (2,051)
	Custodial & Maint Salaries	$ 2,822,235	$ 2,817,500		$ 2,817,500	$ 890,317	$ 1,898,562	$ 28,622	$ 9,000	$ 19,622
	Non Certified Salary Adjustment	$ -	$ 114,036	$ (26,440)	$ 87,596	$ -	$ -	$ 87,596	$ 87,596	$ -
	Career/Job salaries	$ 198,470	$ 230,858		$ 230,858	$ 61,573	$ 146,322	$ 22,963	$ 22,000	$ 963
	Special Education Svcs Salaries	$ 864,058	$ 971,191		$ 971,191	$ 246,982	$ 697,883	$ 26,326	$ (19,738)	$ 46,064
	Attendance & Security Salaries	$ 213,578	$ 235,265		$ 235,265	$ 67,047	$ 162,151	$ 6,067	$ 5,000	$ 1,067
	Extra Work - Non-Cert	$ 92,025	$ 76,254		$ 76,254	$ 42,251	$ -	$ 34,003	$ 25,000	$ 9,003
	Custodial & Maint. Overtime	$ 233,174	$ 210,363		$ 210,363	$ 52,736	$ -	$ 157,627	$ 157,000	$ 627
	Civic activities/Park & Rec	$ 35,490	$ 39,000		$ 39,000	$ 2,346	$ -	$ 36,654	$ 35,000	$ 1,654
	NON-CERTIFIED SALARIES	$ 9,862,368	$ 10,126,242	$ -	$ 10,126,242	$ 2,855,717	$ 6,941,865	$ 328,660	$ 329,754	$ (1,095)
	SUBTOTAL SALARIES	$ 44,815,249	$ 45,087,071	$ -	$ 45,087,071	$ 11,284,833	$ 32,314,966	$ 1,487,272	$ 1,555,134	$ (67,862)

A057

NEWTOWN BOARD OF EDUCATION

BUDGET SUMMARY REPORT

FOR THE MONTH ENDING - OCTOBER 31, 2015

OBJECT CODE	EXPENSE CATEGORY	EXPENDED 2014 - 2015	APPROVED BUDGET	CURRENT TRANSFERS	CURRENT BUDGET	YTD EXPENDED	ENCUMBER	BALANCE	ANTICIPATED OBLIGATIONS	PROJECTED BALANCE
200	**EMPLOYEE BENEFITS**									
	Medical & Dental Expenses	$ 8,713,310	$ 8,192,380		$ 8,192,380	$ 4,138,988	$ 4,021,154	$ 32,238	$ 31,736	$ 502
	Life Insurance	$ 84,500	$ 87,337		$ 87,337	$ 27,867	$ -	$ 59,470	$ 57,600	$ 1,870
	FICA & Medicare	$ 1,330,558	$ 1,347,487		$ 1,347,487	$ 355,749	$ -	$ 991,738	$ 991,100	$ 638
	Pensions	$ 442,437	$ 501,329		$ 501,329	$ 485,310	$ 8,211	$ 7,808	$ 4,000	$ 3,808
	Unemployment & Employee Assist.	$ 63,883	$ 74,000		$ 74,000	$ 4,859	$ -	$ 69,141	$ 39,645	$ 29,496
	Workers Compensation	$ 479,680	$ 502,921		$ 502,921	$ 262,518	$ 240,412	$ (9)	$ -	$ (9)
	SUBTOTAL EMPLOYEE BENEFITS	**$ 11,114,368**	**$ 10,705,454**	**$ -**	**$ 10,705,454**	**$ 5,275,290**	**$ 4,269,777**	**$ 1,160,387**	**$ 1,124,081**	**$ 36,306**
300	**PROFESSIONAL SERVICES**									
	Professional Services	$ 744,428	$ 567,155		$ 567,155	$ 191,494	$ 227,356	$ 148,305	$ 162,426	$ (14,121)
	Professional Educational Ser.	$ 163,091	$ 221,018		$ 221,018	$ 55,534	$ 10,098	$ 155,386	$ 138,000	$ 17,386
	SUBTOTAL PROFESSIONAL SVCS	**$ 907,519**	**$ 788,173**	**$ -**	**$ 788,173**	**$ 247,028**	**$ 237,453**	**$ 303,691**	**$ 300,426**	**$ 3,265**
400	**PURCHASED PROPERTY SVCS**									
	Buildings & Grounds Services	$ 645,531	$ 661,375		$ 661,375	$ 310,521	$ 273,402	$ 77,452	$ 74,000	$ 3,452
	Utility Services - Water & Sewer	$ 109,859	$ 116,000		$ 116,000	$ 26,842	$ -	$ 89,159	$ 84,000	$ 5,159
	Building, Site & Emergency Repairs	$ 507,859	$ 460,850		$ 460,850	$ 193,312	$ 68,034	$ 199,504	$ 200,000	$ (496)
	Equipment Repairs	$ 274,022	$ 296,738	$ (1,500)	$ 295,238	$ 93,217	$ 37,555	$ 164,466	$ 155,000	$ 9,466
	Rentals - Building & Equipment	$ 297,181	$ 317,117	$ 3,000	$ 320,117	$ 130,923	$ 119,348	$ 69,846	$ 56,959	$ 12,887
	Building & Site Improvements	$ 314,503	$ 281,500		$ 281,500	$ 131,548	$ 13,975	$ 135,977	$ 19,040	$ 116,937
	SUBTOTAL PUR. PROPERTY SER.	**$ 2,148,955**	**$ 2,133,580**	**$ 1,500**	**$ 2,135,080**	**$ 886,362**	**$ 512,314**	**$ 736,404**	**$ 588,999**	**$ 147,405**

A058

NEWTOWN BOARD OF EDUCATION

BUDGET SUMMARY REPORT

FOR THE MONTH ENDING - OCTOBER 31, 2015

OBJECT CODE	EXPENSE CATEGORY	EXPENDED 2014 - 2015	APPROVED BUDGET	CURRENT TRANSFERS	CURRENT BUDGET	YTD EXPENDED	ENCUMBER	BALANCE	ANTICIPATED OBLIGATIONS	PROJECTED BALANCE
500	**OTHER PURCHASED SERVICES**									
	Contracted Services	$ 412,606	$ 462,477		$ 462,477	$ 248,630	$ 89,055	$ 124,792	$ 111,400	$ 13,392
	Transportation Services	$ 3,839,746	$ 3,934,792		$ 3,934,792	$ 900,500	$ 2,740,114	$ 294,178	$ 366,641	$ (72,463)
	Insurance - Property & Liability	$ 325,587	$ 356,941		$ 356,941	$ 199,892	$ 149,142	$ 7,908	$ 7,900	$ 8
	Communications	$ 122,190	$ 130,583		$ 130,583	$ 34,706	$ 77,969	$ 17,908	$ 14,000	$ 3,908
	Printing Services	$ 35,776	$ 39,582		$ 39,582	$ 11,357	$ 4,571	$ 23,654	$ 21,000	$ 2,654
	Tuition - Out of District	$ 2,358,090	$ 2,469,221		$ 2,469,221	$ 1,009,516	$ 2,394,492	$ (934,787)	$ (322,636)	$ (612,151)
	Student Travel & Staff Mileage	$ 220,707	$ 232,337		$ 232,337	$ 59,821	$ 103,436	$ 69,080	$ 63,000	$ 6,080
	SUBTOTAL OTHER PURCHASED SE	**$ 7,314,702**	**$ 7,625,933**	**$ -**	**$ 7,625,933**	**$ 2,464,422**	**$ 5,558,777**	**$ (397,266)**	**$ 261,305**	**$ (658,571)**
600	**SUPPLIES**									
	Instructional & Library Supplies	$ 853,956	$ 911,445	$ (1,500)	$ 909,945	$ 416,506	$ 69,735	$ 423,704	$ 197,000	$ 226,704
	Software, Medical & Office Sup.	$ 205,275	$ 222,105		$ 222,105	$ 29,255	$ 56,775	$ 136,075	$ 79,400	$ 56,675
	Plant Supplies	$ 379,403	$ 375,100		$ 375,100	$ 153,510	$ 38,152	$ 183,438	$ 109,900	$ 73,538
	Electric	$ 1,466,532	$ 1,455,657		$ 1,455,657	$ 432,913	$ -	$ 1,022,744	$ 1,022,000	$ 744
	Propane & Natural Gas	$ 308,569	$ 380,546		$ 380,546	$ 39,180	$ -	$ 341,366	$ 295,000	$ 46,366
	Fuel Oil	$ 549,889	$ 502,320		$ 502,320	$ 49,511	$ -	$ 452,809	$ 452,809	$ (0)
	Fuel For Vehicles & Equip.	$ 410,399	$ 337,025		$ 337,025	$ 43,652	$ -	$ 293,373	$ 283,011	$ 10,362
	Textbooks	$ 257,017	$ 207,569		$ 207,569	$ 63,327	$ 6,929	$ 137,313	$ 62,800	$ 74,513
	SUBTOTAL SUPPLIES	**$ 4,431,039**	**$ 4,391,767**	**$ (1,500)**	**$ 4,390,267**	**$ 1,227,854**	**$ 171,591**	**$ 2,990,823**	**$ 2,501,920**	**$ 488,903**

A059

NEWTOWN BOARD OF EDUCATION

BUDGET SUMMARY REPORT

FOR THE MONTH ENDING - OCTOBER 31, 2015

OBJECT CODE	EXPENSE CATEGORY	EXPENDED 2014 - 2015	APPROVED BUDGET	CURRENT TRANSFERS	CURRENT BUDGET	YTD EXPENDED	ENCUMBER	BALANCE	ANTICIPATED OBLIGATIONS	PROJECTED BALANCE
700	PROPERTY									
	Capital Improvements (Sewers)	$ 124,177	$ 124,177		$ 124,177	$ 124,177	$ -	$ 0	$ -	$ 0
	Technology Equipment	$ 378,975	$ 549,144		$ 549,144	$ 426,068	$ 60,170	$ 62,907	$ 62,907	$ (0)
	Other Equipment	$ 29,706	$ 112,691		$ 112,691	$ 4,826	$ 3,132	$ 104,733	$ 55,950	$ 48,783
	SUBTOTAL PROPERTY	$ 532,858	$ 786,012	$ -	$ 786,012	$ 555,071	$ 63,301	$ 167,640	$ 118,857	$ 48,783
800	MISCELLANEOUS									
	Memberships	$ 67,705	$ 69,956		$ 69,956	$ 48,359	$ 564	$ 21,033	$ 18,400	$ 2,633
	SUBTOTAL MISCELLANEOUS	$ 67,705	$ 69,956	$ -	$ 69,956	$ 48,359	$ 564	$ 21,033	$ 18,400	$ 2,633
	TOTAL LOCAL BUDGET	$ 71,332,395	$ 71,587,946	$ -	$ 71,587,946	$ 21,989,218	$ 43,128,743	$ 6,469,984	$ 6,469,122	$ 862

Highlights on hold in the 'Projected Balance' column = $ 654,649

A060

NEWTOWN BOARD OF EDUCATION

BUDGET SUMMARY REPORT

FOR THE MONTH ENDING - OCTOBER 31, 2015

OBJECT CODE	EXPENSE CATEGORY	EXPENDED 2014 - 2015	APPROVED BUDGET	CURRENT TRANSFERS	CURRENT BUDGET	YTD EXPENDED	ENCUMBER	BALANCE	ANTICIPATED OBLIGATIONS	PROJECTED BALANCE

SCHOOL GENERATED FEES	2015-16 APPROVED BUDGET	RECEIVED	BALANCE	% RECEIVED
HIGH SCHOOL FEES				
NURTURY PROGRAM	$8,000	$8,000.00	$0.00	100.00%
PARKING PERMITS	$20,000	$20,000.00	$0.00	100.00%
PAY FOR PARTICIPATION IN SPORTS	$84,800	$38,711.00	$46,089.00	45.65%
	$112,800	$66,711.00	$46,089.00	59.14%
MISCELLANEOUS FEES	$500	$0.00	$500.00	0.00%
TOTAL SCHOOL GENERATED FEES	$113,300	$66,711	$46,589	59.14%

A061

NEWTOWN BOARD OF EDUCATION

BUDGET SUMMARY REPORT

FOR THE MONTH ENDING - OCTOBER 31, 2015

OFFSETTING REVENUE INCLUDED IN ANTICIPATED OBLIGATIONS

OBJECT	EXPENSE CATEGORY	BUDGETED			ANTICIPATED	RECEIVED	EXPECTED	BALANCE
100	SALARIES	$ (64,836)			$ (64,836)	$ -	$ (64,836)	$ -
200	EMPLOYEE BENEFITS	$ -			$ -	$ -	$ -	$ -
300	PROFESSIONAL SERVICES	$ (62,274)			$ (62,274)	$ -	$ (62,274)	$ -
400	PURCHASED PROPERTY SERV.	$ -			$ -	$ -	$ -	$ -
500	OTHER PURCHASED SERVICES	$ (1,319,397)			$ (1,319,397)	$ -	$ (1,319,397)	$ -
600	SUPPLIES	$ -			$ -	$ -	$ -	$ -
700	PROPERTY	$ -			$ -	$ -	$ -	$ -
800	MISCELLANEOUS	$ -			$ -	$ -	$ -	$ -
	TOTAL GENERAL FUND BUDGET	$ (1,446,507)	$ -	$ -	$ (1,446,507)	$ -	$ (1,446,507)	$ -
100	SALARIES							
	Administrative Salaries	$ -			$ -			$ -
	Teachers & Specialists Salaries	$ (19,368)			$ (19,368)		$ (19,368)	$ -
	Early Retirement	$ -			$ -			$ -
	Continuing Ed./Summer School	$ -			$ -			$ -
	Homebound & Tutors Salaries	$ -			$ -			$ -
	Certified Substitutes	$ -			$ -			$ -
	Coaching/Activities	$ -			$ -			$ -
	Staff & Program Development	$ -			$ -			$ -
	CERTIFIED SALARIES	$ (19,368)	$ -	$ -	$ (19,368)	$ -	$ (19,368)	$ -
	Supervisors/Technology Salaries	$ -			$ -			$ -
	Clerical & Secretarial salaries	$ -			$ -			$ -
	Educational Assistants	$ (7,034)			$ (7,034)		$ (7,034)	$ -
	Nurses & Medical advisors	$ (14,196)			$ (14,196)		$ (14,196)	$ -
	Custodial & Maint Salaries	$ -			$ -			$ -
	Non Certified Salary Adjustment	$ -			$ -			$ -
	Career/Job salaries	$ -			$ -			$ -
	Special Education Svcs Salaries	$ (24,238)			$ (24,238)		$ (24,238)	$ -
	Attendance & Security Salaries	$ -			$ -		$ -	$ -
	Extra Work - Non-Cert	$ -			$ -			$ -
	Custodial & Maint. Overtime	$ -			$ -			$ -
	Civic activities/Park & Rec	$ -			$ -			$ -
	NON-CERTIFIED SALARIES	$ (45,468)	$ -	$ -	$ (45,468)	$ -	$ (45,468)	$ -
	SUBTOTAL SALARIES	$ (64,836)	$ -	$ -	$ (64,836)	$ -	$ (64,836)	$ -

A062

FOR THE MONTH ENDING - OCTOBER 31, 2015

OFFSETTING REVENUE INCLUDED IN ANTICIPATED OBLIGATIONS

OBJECT	EXPENSE CATEGORY	BUDGETED			ANTICIPATED	RECEIVED	EXPECTED	BALANCE
200	EMPLOYEE BENEFITS							
	SUBTOTAL EMPLOYEE BENEFITS	$ -	$ -	$ -	$ -	$ -	$ -	$ -
300	PROFESSIONAL SERVICES							
	Professional Services	$ (62,274)			$ (62,274)		$ (62,274)	$ -
	Professional Educational Ser	$ -			$ -		$ -	$ -
	SUBTOTAL PROFESSIONAL SVCS	$ (62,274)	$ -	$ -	$ (62,274)	$ -	$ (62,274)	$ -
400	PURCHASED PROPERTY SVCS							
	SUBTOTAL PUR. PROPERTY SER.	$ -	$ -	$ -	$ -	$ -	$ -	$ -
500	OTHER PURCHASED SERVICES							
	Contracted Services	$ -			$ -		$ -	$ -
	Transportation Services	$ (259,843)			$ (259,843)		$ (259,843)	$ -
	Insurance - Property & Liability	$ -			$ -			$ -
	Communications	$ -			$ -			$ -
	Printing Services	$ -			$ -			$ -
	Tuition - Out of District	$ (1,059,554)			$ (1,059,554)		$ (1,059,554)	$ -
	Student Travel & Staff Mileage	$ -			$ -		$ -	$ -
	SUBTOTAL OTHER PURCHASED SER.	$ (1,319,397)	$ -	$ -	$ (1,319,397)	$ -	$ (1,319,397)	$ -
600	SUPPLIES							
	SUBTOTAL SUPPLIES	$ -	$ -	$ -	$ -	$ -	$ -	$ -
700	PROPERTY							
	SUBTOTAL PROPERTY	$ -	$ -	$ -	$ -	$ -	$ -	$ -
800	MISCELLANEOUS							
	Memberships				$ -			$ -
	SUBTOTAL MISCELLANEOUS	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	TOTAL LOCAL BUDGET	$ (1,446,507)	$ -	$ -	$ (1,446,507)	$ -	$ (1,446,507)	$ -

Excess Cost and Agency placement Grants were budgeted at 75%.

A063

11/9/2015

2015 - 2016
NEWTOWN BOARD OF EDUCATION
TRANSFERS RECOMMENDED
NOVEMBER 17, 2015

AMOUNT	FROM CODE	FROM DESCRIPTION	TO CODE	TO DESCRIPTION	REASON
ADMINISTRATIVE					
$5.125	111	ADMINISTRATIVE SALARIES	111	ADMINISTRATIVE SALARIES	TRANSFERS BETWEEN ADMIN. SALARY ACCOUNTS TO COVER COST OF SALARIES FOR CURRENT STAFF
$26,440	112	PROV. FOR SALARY ADJUSTMENTS	112	NURSES & MEDICAL ADVISOR SALARIES	TO ALLOCATE PROVISION FOR SALARY ADJUSTMENT FUNDS TO COVER COST OF NEW NURSES CONTRACT
$11,370	112	CUSTODIAL & MAINT. SALARIES	112	CUSTODIAL & MAINT. SALARIES	TRANSFERS BETWEEN CUSTODIAL & MAINTENANCE SALARY ACCOUNTS TO COVER COST OF SALARIES FOR CURRENT STAFF
$1,500 $1,500	430 611	EQUIPMENT REPAIRS INSTRUCTIONAL SUPPLIES	441	RENTALS - EQUIPMENT	TRANSFER BETWEEN HIGH SCHOOL MUSIC ACCOUNTS TO PROVIDE FUNDS FOR RENTAL OF TUBAS

AGREEMENT BETWEEN

NEWTOWN BOARD OF EDUCATION

AND

NEWTOWN FEDERATION OF EDUCATIONAL PERSONNEL LOCAL 3785, AFT-CT, AFT, AFL-CIO

JULY 1, 2015 - JUNE 30, 2019

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Since the use of dual-gender words (he or she, his or her) becomes cumbersome and difficult to read, the parties agree to use feminine pronouns throughout this agreement. The choice is strictly arbitrary and does not necessarily reflect the actual gender of any employee.

ARTICLE I - AGREEMENT

This agreement is made and is effective from July 1, 2015 to June 30, 2019 by and between the Newtown Board of Education (hereinafter referred to as the "Board") and the Newtown Federation of Educational Personnel (hereinafter referred to as the "Federation").

ARTICLE II - RECOGNITION

The Board recognizes the Federation as the exclusive bargaining representative for the technology staff and all permanent office and clerical employees employed in the local schools or the central office of the Newtown school system, excluding the Secretary to the Superintendent, the Secretary to the Director of Business, and the Secretary to the Director of Human Resources, for the purposes of bargaining collectively on wages, hours, and other conditions of employment.

ARTICLE III - BOARD RIGHTS

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

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 school system in all aspects; select and employ new personnel; manage the school system and the direction of its work force; determine, and from time to time re-determine, the number of Board personnel and the methods and materials to be employed; select and determine the qualifications of employees required to promote the efficient operation of the school system; distribute work to employees in accordance with the job content and job requirements determined, and from time-to-time re-determined by the Board; establish assignments for employees; transfer employees; determine the procedures for promotion of employees; create, enforce and, from time-to-time, change rules and regulations concerning discipline of employees; discipline, suspend, or discharge employees; 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.

2. Unremunerated 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.

ARTICLE IV - EMPLOYEE RIGHTS

1. Nothing in this agreement shall be construed as abridging a right or benefit that the employees as a whole have heretofore enjoyed unless specifically superseded by a provision of this agreement.

2. All employees shall receive an annual performance review by their immediate supervisor.

3. Employees shall be paid the established IRS rate per mile as reimbursement for the use of his/her personal vehicle to perform his/her job. Mileage driven to and from home and work is not reimbursable.

ARTICLE V - WORK SCHEDULE

1. Workday

   a) The workday of all full-time personnel covered by this agreement shall be seven hours, exclusive of a lunch period without pay. Starting time, lunch period, and leaving time shall be established by the respective supervisor, subject to the approval of the Superintendent. Any 50-week employee who so requests, and the Superintendent recommends, shall be able to go to 52 weeks. The work year for Technical Employees shall be 52 weeks.

   b) Work schedules of part-time employees shall be determined by the supervisor, subject to the approval of the Superintendent.

   c) Employees shall be entitled to one paid in-service day annually with advance approval from their supervisor. Technical employees shall be offered appropriate training as needed annually.

2. Overtime

   a) Personnel who are requested by their supervisor to work beyond a 7-hour day, or a 35-hour week, shall be paid overtime on the following schedule:

Saturday:	time-and-a-half
Sunday:	double-time
Holiday:	double-time (when school is not in session)

   b) All employees who are called into work for evenings or weekends shall be guaranteed a minimum of two hours pay or the equivalent in compensation time.

3. School Workday

   Less than 8 hours - straight time
   More than 8 hours - time-and-one-half

Personnel working less than 52 weeks who are required by the Superintendent to work during a school recess shall be paid on a straight-time basis during the first week of recess worked in any school year, and on a time-and-a-half basis for any additional recess or part thereof which they are required to work.

4. Compensatory Time

By mutual agreement, compensatory time may be taken in lieu of overtime pay. Accrual of comp time shall be calculated at the overtime rate as defined in this agreement. Comp time must be used in the same fiscal year as it is earned. In the event that any comp time remains at the end of the fiscal year, it shall be paid out at the employee's regular rate. Accumulation of comp time shall be capped at 21 hours per fiscal year and paid at the end of the fiscal year.

5. Work Schedules

Forty-week employees' work year shall be 188 days. Forty-two week employees' work year shall be 198 days. Fifty-week employees shall work the full calendar year except for the three weeks of school vacations, i.e., Christmas, Winter, and Spring vacations. Fifty-two week employees shall work the full calendar year.

The Superintendent may, at her sole discretion, consistent with the authority delegated to her by the Board, change positions of less than 50 weeks to positions of a greater number of weeks up to 52-week positions as they become vacant. Any employees covered by this agreement shall be given full consideration for any such newly designated or created positions for which the employee is, in the sole judgment of the Superintendent, qualified on the basis of ability, education, and experience. However, transfer into such 52-week position shall not be regarded as a promotion for the purpose of Article XIX (1).

6. School Closings

On days when school is closed by the Superintendent because of weather conditions, 50 and 52-week school office personnel may report to work, if the employee believes that it is safe to come to the school. Should these 50 and 52 week school office personnel not report to work, they must use a personal day, floating holiday, or vacation day, or they shall lose a day's pay, for each snow (weather) day they do not come in, unless the roads are declared closed, or they are directed not to come in by the Superintendent. Central Office personnel shall be expected to report to work, road conditions permitting.

7. Early Closings

Employees who work in schools shall be permitted to leave early during inclement weather conditions that are determined to be hazardous by the Superintendent or her designee after the last bus has arrived home with students. Early closings do not apply to Technical Employees.

8. Delayed Openings

On days when the Superintendent has declared a delayed opening, employees who are scheduled to report to work at or before the beginning of the school day, if conditions are hazardous, shall be allowed up to one hour from their normal start time to report to work without loss of pay. Employees shall make every reasonable effort to report to work as close to the start time as possible.

9. Probationary Period

All new employees are subject to a probationary period of 90 calendar days, which may be extended another 60 calendar days at the Superintendent's discretion. Probationary employees may be terminated by the Board or Superintendent, and such termination shall not be subject to the grievance procedure herein.

ARTICLE VI - SICK LEAVE

1. All employees covered by this contract working 50 weeks or more shall be allowed 18 sick leave days each year, cumulative to 150 days. Those employees working less than 50 weeks shall be allowed 15 sick leave days each year, cumulative to 120 days. Employees shall be entitled to use three (3) sick days each school year in the event of serious illness for the employee's spouse, child or parent. Sick leave will be prorated for new hires.

2. Whenever an employee is absent from school as a result of personal injury caused by an accident arising out of and in the course of her employment, she shall be paid her full salary (less the amount of any Workers' Compensation payment award made for the temporary disability due to said injury) for a period of such absence up to six months from the date of injury. The prorated portion of payment made by the Board of Education will be charged against the employee's sick leave.

3. Absences occurring immediately before and immediately after a paid holiday will cause such paid holiday to be also considered a "sick day" for purposes of accumulating leave.

4. Employees shall annually receive notification from the central office of the number of their accumulated sick days before the end of September.

ARTICLE VII - CHILDBEARING

Temporary disability, including maternity leave, shall be provided in accordance with state and federal laws. For child rearing leaves, see Article IX (5).

ARTICLE VIII - PERSONAL LEAVE

1. All 50 and 52-week employees covered by this agreement shall be entitled to five days of absence with pay each year for legal, religious, business, or family matters and employees working less than 50 weeks shall be entitled to three days. These leaves shall be pro-rated for new hires. Personal leaves shall not accumulate. Immediate family members shall be defined as parents, foster parents, guardians, brothers, sisters, mother-in-law, father-in-law, spouse, children, or stepchildren or grandchildren. 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 for extension of vacation periods, recreation, or holidays. One of the above days may be designated as "private" when the employee involved is not acting inconsistently with these provisions but considers it inappropriate to communicate a specific reason under subsection 3 below.

2. Bereavement Leave

   Employees covered by this agreement shall be granted leave with full pay for a period of up to a maximum of five days following a death in the household or immediate family. There will be a maximum of three days for grandparents and brothers-in-law or sisters-in-law. In special cases, allowance may be made by the Superintendent or her designee. For the purposes of this section, immediate family shall be defined as set forth in Article VIII, Section 1.

3. Notification of such leave shall be made in writing to the immediate supervisor at least 24 hours before taking such leave (except in the case of emergency), and the employee shall state the reason for taking such leave as set forth in subsection 1. 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 paid unless specific approval for such payment is given by the Superintendent or her designee.

ARTICLE IX - GENERAL LEAVE

1. Leaves of absence will, under normal circumstances, be granted by the Board of Education when such action is recommended by the Superintendent. Such leaves shall be without pay or benefits, and for duration to be agreed to by the Board. The period of leave shall not exceed one year unless the Superintendent and the Board agree that extenuating circumstances exist, and they approve an extension of the leave.

2. An employee who returns to work upon termination of any leave of absence over six months' duration shall be reinstated in her previous position, if available, or in an

equivalent position for which she is qualified, if such a position is available, provided that such reinstatement does not require the Board to violate any other employee's rights under the law

3. 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.

4. For leaves of absence other than those covered by any portion of this agreement, the rate of deduction shall be one day's pay of the employee's salary for each day of additional leave.

5. Leave for child rearing shall be unpaid and shall commence beginning from the date that medical disability due to childbirth ends or the date of adoption, and shall be subject to state and federal FMLA laws. The leave shall not be in excess of one calendar year unless the Superintendent and the Board agree that extenuating circumstances exist, and they approve an extension of the leave.

ARTICLE X - JURY DUTY

Any employee covered by this contract 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 employee shall receive a rate of pay equal to the difference between the applicable salary and the jury fee. The employee called for jury duty shall notify the Superintendent in writing as soon as the employee has received either (a) a notice from the court indicating that she has been selected for service on the jury panel, or (b) notice to appear in court for service on the jury panel.

ARTICLE XI - VACATIONS

For the purpose of this article, years of service shall mean an employee's total length of continuous service with the Board of Education based upon their anniversary date. Part time service will be converted to full time equivalent for determination of total length of service.

Vacation Compensation

Vacation compensation for 40 week to less than 50-week employees is to be paid at the beginning of summer recess. Payment for vacation time will be made on a pro-rated basis to employees at the time of termination, resignation, or retirement occurring prior to the summer recess.

Years of Service	Vacation
10	2 working days
20	5 working days

Vacations shall be earned on the accrual system. All employees covered by this agreement who work 50 weeks or more per year, shall receive any periodic increase in vacation time, e.g. from 10 days to 15 days, on their appropriate anniversary date. The increased vacation time will result in an increase in the monthly accrual rate.

Vacations shall be earned as follows:

Less than 1 year	½ day per month of service, not to exceed 5 days
At least 1 but less than 5 years	10 days accrued at the rate of .834 days per month
At least 5 but less than 10 years	15 days accrued at the rate of 1.25 days per month
10 or more years	20 days accrued at the rate of 1.67 days per month

Only vacation time that has been earned may be taken; advances or use of unearned vacation time will not be allowed. Vacation time carry over allowance is based upon eligible years of service and accrual rate. Vacation time not used according to the following schedule will be forfeited unless approval to carry over additional time has been granted by the Superintendent. No more than 20 earned vacation days will be paid out to employees at the time of termination, resignation, or retirement.

Employees may carry over up to the total amount of vacation days earned in the prior fiscal year, and no more than 5 additional carry over days.

Central office employees may take their vacations at any time during the year with the approval of their supervisor. For employees other than central office, earned vacations should be taken during the summer at a time approved by the appropriate supervisor.

ARTICLE XII - HOLIDAYS

All employees shall be granted the following paid holidays:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
Presidents' Day	Veteran's Day
Good Friday	Thanksgiving Day
Memorial Day	Day after Thanksgiving Day
Independence Day*	Christmas Day
	Floating Holiday (by mutual agreement)

* Independence Day is not a holiday for employees working fewer than 50 weeks.

If school is in session on any of the above holidays, an additional day off shall be available to the employee. This additional day off shall be scheduled by mutual agreement between the employee and her supervisor. All floating holidays must be used by the end of the employee's scheduled work year.

Employees shall receive the holidays that fall during their normal work period. If a holiday falls on a Saturday or Sunday, it will be observed on Friday or Monday at the discretion of the administration.

In years in which Christmas Eve is a scheduled workday, those employees who are scheduled to work that day, and actually work in the morning, shall receive a one-half holiday off with pay.

ARTICLE XIII - HEALTH, ACCIDENT AND LIFE INSURANCE

Health Insurance

The Board shall continue to provide the existing preferred provider organization (PPO) plan with the medical benefits and coverages described in Appendix B through June 30, 2016. Effective July 1, 2016 the PPO plan shall be changed to the 30/300/125/300 plan outlined in Appendix C. The premium cost share for these plans for covered employees will be:

Year	Anthem Blue Cross PPO
7/1/2015	17% premium co-payment
7/1/2016	19.5% premium co-payment
7/1/2017	21.5% premium co-payment
7/1/2018	21.5% premium co-payment

The Board shall also continue to offer the current Anthem Lumenos High Deductible Health Plan (HDHP), with a Health Savings Account (HSA) feature, whereby the deductibles shall be funded by the Board 50% at the beginning of each contract year through June 30, 2016. The HDHP (Luminous HSA) Plan is summarized in Appendix D. Effective July 1, 2016, the post-deductible prescription co-pays set forth in Appendix E shall apply. The premium cost share for this Plan for covered employees will be:

Year	Anthem Lumenos HSA HDP
7/1/2015	13% premium co-payment
7/1/2016	14% premium co-payment
7/1/2017	15% premium co-payment
7/1/2018	15% premium co-payment

The prescription coverage, as outlined and detailed in Appendix C, co-pays shall be as follows:

7/1/2015	$5 generic/$25 brand-preferred/$40 brand non-preferred
7/1/2016	$5 generic/$30 brand-preferred/$50 brand non-preferred
7/1/2017	$5 generic/$30 brand-preferred/$50 brand non-preferred
7/1/2018	$5 generic/$30 brand-preferred/$50 brand non-preferred

For all purposes under this article, a dependent child shall be defined according to applicable law.

a) Currently as of the date of ratification it covers children up to, but not including age 26. This definition may change during the course of the contract.

b) This includes employee's dependent unmarried children who are incapable of self-sustaining employment by reason of physical handicap; if this child is receiving Social Security disability payments, and is eligible for Medicare, then Medicare shall be the primary insurer.

Excise Tax. If the total cost of a group health plan or plans offered under this contract triggers an excise tax under Internal Revenue Code Section 4980I, or any other local, state or federal statute or regulation, the parties agree to open negotiations solely on insurance to address the impact of tax.

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

All unit employees are eligible for health insurance coverage when working 27.5 hours or more per week

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

1. The plan suggested as an alternative must contain coverage and benefits and administration comparable to the plans presently in place at no additional cost to the employee; and such alternate plan must be subject to the rules and regulations of the State Insurance Commissioner's Office. The Federation shall have an opportunity to study the proposed plan for a period of 45 calendar days.

2. If at the end of the aforementioned 45 calendar days there is a disagreement between the parties on whether or not the plan offers the requisite coverage, benefits, portability, and administration, then the issue will be sent to a mutually selected arbitrator. If the parties are unable to agree on an arbitrator, the American Arbitration Association shall be required to appoint an arbitrator with expertise in the health insurance field in accordance with its rules and regulations. The decision of the arbitrator shall be binding on the parties. If the arbitrator rules that, the Board's proposed alternate carrier meets the criteria previously outlined in this section and the Board changes carriers, the standards must be maintained during the life of the contract. The Federation shall retain the right to ask the arbitrator to reinstate the original carrier if the standards as outlined are not maintained.

The employee's option to cancel coverage or to reinstate coverage may be made during an open enrollment period, for a minimum of 20 calendar days, established annually by the Board in May or June. In addition, the option to reinstate coverage may be made upon a qualified change in family status, such as marriages, divorce, birth of a child, spousal benefit coverage loss, etc.

Accidental Death, Dismemberment and Life Insurance

All employees working 27.5 hours or more per week will have Accidental Death and Dismemberment and Life Insurance in the amount to $60,000.

Retiree Insurance

Eligible employees who retire after 25 years of qualified service having attained age 62 will be able to maintain individual health insurance coverage at their expense until they become eligible for Medicare. Eligible employees must be actively enrolled in the medical insurance program at the time of retirement and must have been enrolled in the medical insurance program for the complete fiscal year prior to retirement. A qualified year of service is one in which the employee worked 20 or more regularly scheduled hours for forty or more weeks in the year. Extra hours worked or hours worked as a substitute, intern, student, or temporary employee will not count towards years of service.

Long Term Disability

Long-term disability benefits will be available to employees who become functionally disabled. The following criteria must be met: the employee must have completed 5 years of continuous service with the Board of Education; the employee must have exhausted all accumulated sick leave, vacation and personal leave; and the long-term disability income will be available after the above criteria has been met and at least 26 weeks of disability and leave from work has occurred.

Subsequent to the 26 weeks of disability and the time that the employee has exhausted all paid leave, the employee will receive long-term disability income for the length of the period the employee is disabled, but no longer than the date of the employee's normal retirement date.

To receive the long-term disability payments, the employee must be unable to perform his/her job for the first two years of disability and subsequent to that first two years, must be unable to perform any other job to which he/she is suited by reason of education or training.

The long-term disability payments shall be equal to 50% of the employee's normal monthly straight time earnings at the start of the disability leave less any payment for which the employee is eligible from Social Security and any other insurance or pension plan to which the Town has contributed.

ARTICLE XIV - PENSION PLAN

Employees' participation in the Town Pension Plan is mandatory for all eligible employees hired prior to November 17, 2015. A copy of that plan will be available to each new employee. The plan shall be administered in accordance with the rules and regulations of the Town Pension Plan. Employees will be notified annually of pension status. Employees hired on or after November 17, 2015 shall only be eligible to participate in the Town's Defined Contribution Plan.

ARTICLE XV - POLICIES AND QUALIFICATION

a) This agreement is subject to all policies and job descriptions approved by the Board as relating to office personnel of Newtown Public Schools. In the event that the Board establishes new or revised positions within the bargaining unit, the parties will negotiate the salaries and/or differentials for such positions.

b) Reclassification Procedure

Any employee who thinks that a reclassification is in order shall first meet with her immediate supervisor and, if the employee so desires, the Federation President. The purpose of this meeting is to review the bargaining unit member's job duties and determine whether or not a move to a higher classification is in order.

After this initial meeting, the employee and the Federation President may petition the Director of Human Resources for a reclassification to a higher classified position. At such time that an employee makes a request for a reclassification, the Director of Human Resources shall so notify the Federation President. This meeting will occur within 10 working days of the petition. The employee must be able to show that the majority of her job duties fall into the job description of the higher classified position. The Director of Human Resources must render a decision within 10 working days of the meeting.

If the Director of Human Resources does not agree that a reclassification is in order, then the employee may appeal the Director of Human Resources' decision to a two-member panel consisting of the Superintendent and Federation president, or their designees. The Director of Human Resources and the employee shall be allowed to make a presentation to the panel in support of their positions, and the panel shall make its ruling within two weeks of hearing both presentations. This presentation must be scheduled within 10 workdays of the appeal. If the panel agrees that a reclassification is in order, then the reclassification will be ganted and will be effective on the date of the petition to the Director of Human Resources. If the panel does not agree, then the reclassification will be denied. A tie vote will mean that the panel does not agree. The final decision must be rendered within 10 days of the appeal meeting. All time limits referenced in this procedure may be waived by mutual agreement. The Federation President shall be notified in writing of all decisions to grant reclassifications.

ARTICLE XVI - VACANCIES AND TRANSFERS

Notices announcing any office staff vacancies will be posted on the district website for at least five working days. Interested, qualified candidates working under this agreement shall be given preference for any such opening.

1. Employees transferred because of decreased enrollment or program curtailment shall have the right to return to their original schools in the reverse order in which they transferred out, upon recall for openings. Such employees shall have priority in filling posted vacancies in their own schools.

2. It is recognized that an emergency transfer in case of illness, injury, or other emergency may be made by the Superintendent.

3. Employees who work less than 50 weeks per year will be given first right of refusal for temporary summer positions for which they are qualified at a rate of pay defined by the job posting.

4. Employees must apply for any staff vacancies online on the district's website.

ARTICLE XVII - ECONOMIC LAY-OFFS

In the event of lay-offs due to economic conditions, the affected employee(s) shall be given a thirty (30) calendar day notice, the following process will be followed:

1. Whenever a position is eliminated or has the hours of work reduced, the affected employee in said position shall have the right to displace the least senior employee in the same classification with the same hours or less as long as the employee has the skills and the ability to perform the work.

2. The employee shall be notified of the position elimination or reduction by the Board or its agent through written notice sent to the employee's last address of record. A copy shall be sent to the Federation president. The notice should include the title of the position to be eliminated or reduced and the effective date. Employees are responsible for advising the Board of any change in address.

3. The employee affected by the elimination or reduction will have seven calendar days from mailing of the written notice to communicate in writing to the Board her desire to displace another employee. Copies shall be sent to the Federation president.

4. An employee will remain on a recall list for a period of one calendar year from her layoff. Recall shall be made via certified mail and shall be mailed to last address of record.

5. Recall will be by reverse seniority within the classification to positions which the employee has the skills and ability to perform the work. Employees shall be responsible

for notifying the Board of any change in address. The employee shall have seven calendar days from mailing of the recall offer in which to accept the recall.

6. An employee will have one opportunity for recall. Failure to respond in writing within seven days, or rejection of any offer, will cause the employee to forfeit her recall right.

7. No new person may be employed within a classification until all eligible employees on lay-off have been offered the position.

ARTICLE XVIII - GRIEVANCE PROCEDURE

1. Purpose

The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to problems, which may from time-to-time arise affecting the welfare or working conditions of members of this unit. Both parties agree that these proceedings shall be kept as informal and confidential as may be appropriate.

2. Definitions

a) As used in this agreement, the word "grievance" is hereby defined to mean any complaint that a specific provision of this agreement has been misapplied or misinterpreted by the Board or the Superintendent (or Superintendent's agent), or by an administrator acting in a supervisory capacity.

b) As used in this agreement, the word "grievant" is hereby defined to mean any person who files a grievance.

3. Time Limits

a) Since it is important that grievances or disputes be processed as rapidly as possible, the number of days indicated at each level should be considered as maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement in writing. "Days" as used in this Article will mean days when the school district is open for work.

b) Any grievance not presented for disposition within 20 days of the occurrence of the conditions giving rise thereto shall not thereafter be considered a grievance.

c) Failure by the grievant at any level to appeal a grievance to the next level within the specified time limit will be deemed acceptance of the decision rendered at that level.

4. Steps of the Grievance Procedure

a) First Step - Grievant and Immediate Supervisor - Informal
The grievant will discuss the matter with her immediate supervisor or principal, directly or through the Federation representative, with the objective of resolving the matter informally.

b) Second Step - Grievant and Immediate Supervisor - Formal
If the grievant is not satisfied with the outcome of the informal procedure and she desires to proceed further, she will present the grievance in writing to her principal or immediate supervisor within 20 days of the event giving rise to the grievance. The immediate supervisor will within 10 days answer the grievance in writing.

c) Third Step - Superintendent
If the grievance has not been adjusted satisfactorily in the Second Step, and the grievant desires to proceed further, such grievance will be submitted to the Superintendent or her designee within 10 days after receipt of the grievance by the Superintendent or her designee.

d) Fourth Step - Board of Education
If the grievance has not been adjusted satisfactorily in the Third Step within 10 days after the Third Step discussion has terminated, or if no decision has been made within that time, and the grievant desires to proceed further, the grievance will be submitted to the Board after the aforementioned 10 days, but within 20 days after the Third Step discussion. The grievance will be heard by the Board no sooner than 15 days following submission to the Board, but not later than the first Board meeting following the expiration of the 15-day period. The decision of the Board will be rendered in writing within 15 days of the hearing.

e) Fifth Step - Arbitration
If the grievance is not settled at the Fourth Step, the Federation 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 10 days after the decision was rendered or should have been rendered at Level Four, and provided further, such grievance may be arbitrated under the American Arbitration Association's expedited rules if the parties mutually agree to do so, such agreement is not to be unreasonably withheld by either party.

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

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

ARTICLE XIX-PLACEMENT ON SALARY SCHEDULE

When promoted from one classification to another, the employee shall receive the salary for the new classification, as provided in Appendix A attached.

ARTICLE XX-SENIORITY

Seniority shall be calculated and defined on two separate bases for application within the body of this agreement.

1. Classification seniority is defined as the employee's total length of continuous service in a job classification covered by this agreement. This clause will be used to determine seniority in the event of economic layoffs.

2. Seniority for eligibility of benefits is defined as the employee's total length of continuous service with the Board. Specific credit for service, if applicable (part-time to full-time), shall be calculated by converting part-time yearly hours into full-time equivalence. This clause will be used to determine longevity, vacation benefits, etc.

ARTICLE XXI - SALARIES

1. All employees shall be paid in accordance with the Board's payroll schedule.

2. a) All employees are required to submit their time sheets in a timely fashion.

   b) Employees shall be paid bi-weekly, via direct deposit, in accordance with the standard pay periods. Confirmation of payment shall be sent by e-mail.

   c) 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.

3. During their probationary period, new hires will earn 3% less than indicated on the Salary Schedule.

4. The 52-week salaries listed in Appendix A will be adjusted on a prorated basis in accordance with the employee's actual work schedule.

5. Longevity payments will be paid to eligible employees in the first pay period in the month following their anniversary date and shall be taxed separately from their regular pay. Longevity payments will not be paid on a prorated basis to employees who terminate employment prior to their anniversary date.

10 years of service, but less than 15 years of service	$ 700
15 years of service, but less than 20 years of service	$ 900
20 years of service or more	$1,100

6. General wage increase:

   7/1/2015 - the Salary Schedule shall be increased by 2% (retroactive)
   7/1/2016- the Salary Schedule shall be increased by 2%
   7/1/2017- the Salary Schedule shall be increased by 2%, in addition there shall be a .5% equity adjustment
   7/1/2018- the Salary Schedule shall be increased by 2%, in addition there shall be a .5% equity adjustment

7. There are some employees that are compensated at a rate that is higher than the rates contained in Appendix A of the Collective Bargaining Agreement. Those employees shall receive the annual negotiated increases in salary applied to their existing rates. Whenever such employee vacates her position, the new employee hired into that position shall receive the rate as indicated in the contract. There is no implication that an employee at the base rate will move up to the higher rate. The Payroll Department has full records as to the actual pay rate of each employee.

ARTICLE XXII - AGENCY SHOP

As a condition of continued employment, all employees shall become members of Local 3785, AFT CT, AFT, AFL-CIO or pay an agency fee to the Federation in an amount not to exceed the proportional cost of collective bargaining contract administration adjustment, but not greater than the cost of dues provided.

ARTICLE XXIII - DUES DEDUCTION

The Board agrees to deduct from the pay of employees covered by this agreement such dues or agency fees as the Federation desires to have deducted and as such employees shall agree to in writing on a dues deduction card or agency fee card. The Federation shall notify the Board of the amounts to be deducted per member by the first day of September each school year. All deducted sums shall be forwarded to the Federation within 10 days. Such agency fee shall not exceed the proportional amount of dues required to cover cost of collective bargaining, control administration and grievance adjustments.

ARTICLE XXIV - DURATION

This contract will be in force from July 1, 2015 to until June 30, 2019, or until a new contract is signed.

ARTICLE XXV - 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 Federation 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.

Newtown Board of Education

By:_____
Keith Alexander, Chairperson

_____
Date

Newtown Federation of Educational Personnel, Local #3785

By:_____
Carlen Gaines, President

_____
Date

APPENDIX A

STARTING SALARIES FOR NEW EMPLOYEES HIRED WITHIN THIS CONTRACT

52-WEEK POSITIONS (1,820 HOURS)

Classification	2015-16	2016-17	2017-18	2018-19
Clerk	19.52	19.91	20.41	20.93
Data Clerk	20.50	20.91	21.44	21.97
Secretary	21.92	22.36	22.92	23.49
Executive Secretary	24.01	24.49	25.11	25.74
Central Office Secretary	23.07	23.53	24.12	24.73
Central Office Executive Secretary	25.19	25.70	26.34	27.00
Bookkeeper	22.38	22.83	23.40	23.99
Central Office Bookkeeper	22.64	23.10	23.68	24.27
Library Media Associate I	25.90	26.42	27.08	27.76
Library Media Associate 11	23.00	23.46	24.05	24.65
Technology:				
Network Specialist	32.61	33.26	34.10	34.95
Support Specialist	28.29	28.86	29.59	30.33
Support Technician	23.38	23.85	24.44	25.06
District Database Administrator	32.61	33.26	34.10	34.95
Database Specialist	28.29	28.86	29.59	30.33
Database Support Technician	23.38	23.85	24.44	25.06
Coordinators:				
Central Office Projects	25.38	25.89	26.53	27.20
Technology	25.38	25.89	26.53	27.20
Lead Payroll	28.40	28.96	29.69	30.44
Career (High School)	25.90	26.42	27.08	27.76
Accounting Accounts Payable	25.37	25.87	26.52	27.19
Accounting Benefits	26.46	26.99	27.67	28.36

New hires, during their probationary period, will earn 3% less than indicated on this schedule.

APPENDIX B

Anthem Blue Cross PPO 25
Effective 7/1/2015 - 6/30/2016
In Network

Deductible	None
Routine Office Visit	25
Specialist Visit	30
Adult Well Care	25
Child Well Care	25
Allergy OV	25
Allergy Injections	10
Preventive Care Visit	0
Inpatient Hospital	200
Outpatient Services	200
X ray & Lab	0
Emergency Room	100
Urgent Care	75
PT/OT/ST/CHIRO	30
High Cost Diagnostic	
Imaging (MRI, MRA, CAT, CTA, PET, SPECT)	50
Routine OB/GYN	25
Mammography	0
Infertility	covered
Psych/Substance	$25-40 visits before auth.
for medical necessity	
DME	no charge

Out of Network

Deductible (00N)	300/600/900
Coinsurance	80%120%
Coinsurance Max	700/1,400/2,100
OOP Max	1,000/2,000/3,000

APPENDIX C

Effetive July 1, 2016

Century Preferred is a preferred provider organization (PPO) plan

Anthem

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

[illegible]

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OTHER HEALTH CARE	In-Network *Member pays:*	Out-of-Network *Member pays:*
Outpatient rehabilitative services – *50 combined visits for PT,OT,ST and Chiropractic- Excess 50/20 after deductible and coinsurance*	OV Copayment	Deductible & Coinsurance
Durable medical equipment / Prosthetic devices *Unlimited maximum per calendar year*	Covered	Deductible & Coinsurance
Diabetic supplies, drugs & equipment *Diabetic drugs are covered at in-network benefit level*	Covered under Rx Rider	
Infertility – *Covered*	Applicable Copayment	Deductible & Coinsurance
Home health care *200 visits per member per calendar year*	No Charge	$50 Deductible & 20 % Coinsurance

PREVENTIVE CARE SCHEDULES

Well Child Care (including immunizations)
- 7 exams, birth up to age 1
- 7 exams, ages 1 up to 5
- 1 exam every year, ages 5 up to 22

Adult Exams
- 1 exam every year, ages 22+

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

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

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

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

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

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

NGF

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CENTURY PREFERRED 3-TIER MANAGED PRESCRIPTION DRUG PROGRAM
$10 Copayment Generic Drugs
$30 Copayment Listed Brand-Name Drugs
$50 Copayment Non-Listed Brand-Name Drugs
$4,000 Annual Maximum

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

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

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

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

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

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Pharmacy Programs

Voluntary Mail-service Program

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

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

National Pharmacy Network

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

Non-participating Pharmacies

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

Points to Remember

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

Prescription Drug Eligibility

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

Limits and Exclusions

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

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

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

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

APPENDIX D

Anthem Lumenos High Deductible Health Plan (HDHP)

Routine Office Visit	N/A
Specialist Visit	N/A
Adult Well Care	N/A
Child Well Care	N/A
Allergy OV	N/A
Allergy Injections	N/A
Preventive Care Visit	100%
Inpatient Hospital	N/A
Outpatient Services	N/A
X ray & Lab	N/A
Emergency Room	N/A
Urgent Care	N/A
PT/OT/ST/CHIRO	N/A
Out Patient Rehab	N/A
High Cost Diagnostic	
Imaging (MRI, MRA, CAT, CTA, PET, SPECT)	N/A
Routine OB/GYN	N/A
Mammography	N/A
Infertility	N/A
Psych/Substance	N/A
DME	N/A
Out of Network	
Deductible (00N)	N/A
Coinsurance	N/A
Coinsurance Max	N/A
OOP Max	N/A
Rx* Co-pay	N/A
Mail Order	N/A
Rx Max	N/A

The provisions of the High Deductible Health Plan (HDHP) are:

Deductible 2000 Single/4000 1+1, Combined In and Out of Network Family

Coinsurance In/Out	100%/80%	
Coinsurance Max		2000/4000
Shared Out of Pocket Max		4000/8000
Preventive Services	100% Covered	
RX as any other expense		

Employer HSA Funding Equals 50% of Applicable High Deductible Health Plan (HDHP) Deductible. Thus the Board pays $1000/$2000 at the beginning of each contract year.

APPENDIX E

Effective July 1, 2016

Anthem.

Lumenos HSA Plan Summary

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

Your Lumenos HSA Plan

First – Use your HSA to pay for covered services:

Health Savings Account

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

Contributions to Your HSA

For 2015, contributions can be made to your HSA up to the following:

$3,350 individual coverage
$6,650 family coverage

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

Earn More Money for Your Account

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

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

Healthy Rewards

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

Some eligibility requirements apply. See page 2 for program descriptions

Plus – To help you stay healthy, use:

Preventive Care

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

Preventive Care

No 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.

Annual Deductible Responsibility

$2,000 individual coverage
$4,000 family coverage

If Needed –

Traditional Health Coverage

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

Traditional Health Coverage

After your bridge, the plan pays:

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

Additional Protection

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

Annual Out-of-Pocket Maximum

In-Network and Out-of-Network Providers

$ 5,000 individual coverage
$10,000 family coverage

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

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

Newtown BOE HSA w inc Rx copays

Healthy Rewards Program

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

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

To receive funds earned through Healthy Rewards, you must have an open HSA with Union 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.

Newtown BOE HSA w inc Rx coinsurance NGF

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.

MEMORANDUM OF UNDERSTANDING

It is agreed between the Newtown Board of Education ("Board") and the Newtown Federation of Educational Personnel, Local 3785, AFT-CT, AFT, AFL-CIO ("Federation") that certain provisions need to be made and specified for persons hired into the Federation for the following described positions, or for persons already in the Federation who transfer into those positions. As these are bargaining unit positions, candidates that are awarded these positions shall receive all benefits contained in the collective bargaining agreement. However, as noted below, outside candidates awarded these positions shall not be entitled to protection of Article XVII Economic Lay-Offs.

The positions in question are those that have been created under the SERV (School Emergency Response to Violence) grant provided by the U.S. Department of Education. At this time there are two positions that are part of the Federation: a .6 Financial Assistant/Central Office Bookkeeper and a 1.0 Central Office Secretary, supporting the Grant Project Recovery Director and the Project Communication Coordinator.

Since the positions set out to be in the Federation are funded by the grant, at this time it is unknown how long these positions will continue. Should any one of the positions be eliminated at the end of the grant funding, the person in the position's employment with the Board shall be terminated. Being that these are grant funded temporary positions, upon termination, the individual shall not have any rights under Article XVII Economic Lay-Offs of the collective bargaining agreement. If any of the positions are awarded to bargaining unit members, the following shall occur upon the end of the grant period and the elimination of the positions:

a) If the individual whose position is ending has more seniority than the person who took their previous job, he/she may bump that person and return to the previous position. The employee bumped may proceed under the terms of the contract.

b) Alternatively, the individual whose position is ending may bump the person within the Federation with the lowest seniority, in the same or lesser category of job (based on rate of pay), provided the person bumping is qualified. The employee bumped may proceed under the terms of the contract.

Signed this 30th day of August, 2013

FOR THE BOARD

FOR THE FEDERATION

Exhibit I

Please Note: These minutes are pending Board approval.

Board of Education
Newtown, Connecticut

Minutes of the Board of Education special meeting on November 11, 2015 in the Council Chambers, 3 Primrose Street, at 7:30 p.m.

K. Alexander, Chair	J. Erardi
L. Roche, Vice Chair	1 Staff
K. Hamilton, Secretary (absent)	18 Public
D. Leidlein	1 Press
J. Vouros	
D. Freedman (absent)	
M. Ku	

Item 1 – Call to Order
Mr. Alexander called the meeting to order at 7:34 p.m.
Item 2 – Discussion and possible action regarding disclosure of Board communications
Mr. Alexander thanked the Board members for attending. We were expecting six members tonight but earlier today David Freedman said he would not attend but sent a statement to be read.

Mr. Alexander summarized the Board concerns of shared information on Facebook. Attorney-client privileged information was posted on Facebook and our conversations have been around how it got there. A text message was posted along with it. We have held meetings after discussing this with an attorney and the Board decided to look into an investigation. The following day
Mr. Freedman said he distributed the email, not text message. At that point it seemed logical to have the Board discuss it again at last week's meeting. There was a second admission of responsibility from Kathy Hamilton saying she distributed the text message but would not share who it was sent to. That is why the Board further checked into having an investigation. The people responsible were not giving us the information we were looking for.

Dr. Erardi provided information on the timeline and costs regarding the investigation. We have detailed information from two firms with the investigation taking two to four weeks. They would research the Charter, minutes, policies, press articles, communications, emails and code of conduct information as well as conduct approximately 10 interviews. The rough estimate is between $15,000 and $20,000.

Mrs. Leidlein asked what would compel the two Board members to share information with the investigators.
Dr. Erardi said the premise of the investigation is based on cooperation. The Board will take a risk having the investigation with the possibility of not getting the information requested.
Mr. Alexander said we are trying to find the distribution list.

Mrs. Leidlein said there is a concern because information is being shared with other individuals whose goal is to make this Board follow what they believe is the right course of action. It is unfortunate that members of this Board are not showing allegiance to this Board and to the children of Newtown. Actions are being shown now that this has come to light of not being willing to work to move us forward which is alarming and one in which makes trust in this Board very difficult to have with Board members and the public. Based on actions of the seated Board

members the only action until we have answers to is to make sure we are protecting the students and the work the Board does. Confidential information will not be shared with those who should not have access to it and are not working for the betterment of the schools of Newtown.
Mrs. Roche agreed but the sad part is that the person making claims thinks that we are not following our goals but they are not following the same standard themselves. She spoke to Tom Hennick who said if we don't receive the information they are in violation of the law.

Mrs. Leidlein said we can limit the work of those individuals do who are not willing to follow FOI laws. There needs to be a limit to what information they are exposed to and consequences to their actions. She wants to know the information and questioned why it isn't forthcoming. What is the reason for not sharing to whom these communications were sent. She thinks it's to protect those with whom the information was shared. Attorneys have been hired. She wants an investigation. She is concerned the two board members will not share that information with the investigators and we will be spending that amount of money to come up empty handed.

Mr. Alexander stated that at the last meeting one member admitted sending the text but gave no answer as to who it was sent to. He asked Mr. Freedman who he shared the email with but did not get a direct response. He has not been here to ask that direct question.
Mrs. Roche said Ms. Hamilton stated she shared it with people several months ago.
Mr. Freedman's statement to *The Bee* was that he shared it but then clarified his statement saying he didn't share it with Carey Shierloh.

Mr. Alexander read Mr. Freedman's statement.
November 11, 2015
Clearly the issues surrounding the email that was released to the public has created such a large distraction for my fellow board members. For that I am sorry because the children of Newtown and the community deserve the full focus of the Board of Education.
I have accepted responsibility for my actions. As I have explained to you, it was not an attempt to breach the privilege nor for it to go public as an attempt to undermine the board. I honestly thought that the communication at issue was no longer privileged (since the matter at issue had concluded, and since there is a final document reflecting that brief discussion contained in the communication at issue). I could have waited until after Election Day to come forward (or not come forward at all), but I chose to do the right thing to spare Newtown of the expense of an unnecessary investigation.
I am strongly urging the Board and its members to look at correcting their actions moving forward as opposed to spending their time looking backwards and seeking retribution, which only leads to a cycle of further accusations. Indeed, instead of seeking retribution for mistakes with regard to the attorney client privilege and the FOIA. With a new Board commencing in December, it would seem more productive to learn by way of the Board scheduling workshops by counsel, CABE and/or the Freedom of Information Commission (such as Tom Hennick) on the issues of attorney-client privilege, FOIA compliance and board roles and responsibilities.
The Board has accomplished valuable work over the past two years and it has an opportunity to bond together to operate the best way possible and to look to the future of what is uniquely possible.
Thank you to everyone for giving me the opportunity to serve and to contribute to the education of our children.
Sincerely,
David

Mr. Vouros said the investigation is not going to get us the information we want. Other attorneys have been consulted. There is another route that doesn't involve investigation. Michaela Hurley McMurrow, is a former student and now an attorney in New York City. He asked her how to get information about who the text was sent to. She said you have to get a subpeona for the phone company first and then file a complaint. The FOI complaint has been filed so we have to see if there was a violation before we can get a subpoena for the phone company.

Mrs. Roche stated that the way to get this information is if the three people speak to what they did so we can move on.
Mr. Alexander said the statement from Mr. Freedman indicates he has said all he will say.
Mr. Alexander feels an investigation wouldn't get us any further. The statement from Ms. Hamilton said there would not be compliance in an investigation. He doesn't think an investigation will supply the Board with what they want.

Mrs. Ku feels it's not just the legal implications but how the Board works together as well as trust issues. The Board needs to correct their actions as to what we are doing that might be incorrect. When these were shared the two members felt what we were doing was not correct. Instead of bringing this to the Board they released information. How can you work with Board members on committees and not be concerned about them sharing additional information?

Mrs. Leidlein said they were shared to make Mrs. Ku look bad. That is unacceptable. We should be working together.
Mrs. Roche feels they should spare the Board the expense of an investigation. The two people did not show up when we met with our attorney when these questions could have been addressed.

Mr. Alexander said the FOI Commission makes the final decision if Board member actions are questioned. They need to take responsibility for what they did. The issue is if we are going to get this information from an investigation. We don't want to spend the town's money on this. He proposed that we decide if we are willing to move forward with an investigation at the existing cost.

MOTION: Mrs. Leidlein moved that we continue to hire an investigator in order to investigate the current sharing of Board communications with outside sources. Mrs. Roche seconded.

Mrs. Leidlein asked what the ramification would be if we continue with an investigator and the member who shared information will not answer. Have they been asked by our Board attorney?
Mr. Alexander said not by our attorney but that he made the request.
Mrs. Leidlein asked if there were any communications between our Board attorney and the Board member's attorney.
Mr. Alexander said yes there were.
Mrs. Leidlein said if that doesn't compel a Board member to release that information, and if an investigator doesn't have the power to ascertain that information, it looks to her that we would be spending money for possible but not guaranteed information. There may be an alternative method which would cost less and allow us more legal pressure to get that information.
Mr. Alexander said not hiring an investigator now doesn't stop us from doing so in the future.
Mrs. Roche said if the Board files an FOI complaint and is found in violation they would have to produce the document.

Mr. Vouros said if there is no violation there can be no subpoena.
Mrs. Roche stated that we can also file an ethics complaint and FOI complaint as a Board. The Board member cannot be forced to leave office.
Mr. Alexander said the Connecticut Statutes states that for elected positions the Board can't take away that right of the people who elected them. Connecticut has no recall provision.

Mr. Vouros doesn't want to hire an investigator.
Mrs. Ku said that if an investigation gives us all of the information we want and the outcome is that we can't remove a member, how does that help us move on.

Mrs. Leidlein said we have the information to move on now. She is concerned about making a decision that will make it impossible for us to say we did everything we could and didn't come up with any information.

Mr. Alexander said it is possible for us to refer this to the ethics commission. If they come back with any result the Board would be able to say it was an insufficient decision and we can hire an investigator. He looked at Ethics Code 27.6 regarding the disclosure of confidential information which follows.

27.6: Disclosure of Confidential Information

Because of their position in Town administration, officials and employees have access to information that may not be in the public domain. Delicate balance exists between the public's right to know about Town affairs and the actions of elected and appointed officials and officers on the one hand, and the rights of the individual to privacy with respect to matters that are not in the public domain on the other hand.

Additionally, during the course of certain preliminary procedures, such as Town negotiations with bargaining groups, the premature disclosure of specific positions would be detrimental to the public interest. Such information as is cited above is confidential. Confidential information is any information not in the public record and which is obtained only by reason of an official's or employee's position. Therefore, the interests of the public, the Town, and the individual must all be preserved and maintained in proper harmony with one another.

A.
No official or employee shall, without prior formal authorization of the public body having jurisdiction, disclose any confidential information or divulge personal matters pertaining to others that do not bear upon the official's or employee's discharge of official duties.
B.
Whether or not it shall involve disclosure, no official or employer shall use or permit the use of confidential information to advance his or her financial or personal interest or to advance or to damage the financial or personal interest of any other person.

Mr. Vouros said the board of ethics and FOI complaint can be filed simultaneously. Where are we if the ethics board says there was no violation?

Mr. Alexander said if the board of ethics decides it is an ethical violation he was not sure what we would do next. The motion should be to move the issue to the board of ethics rather than an individual to the board of ethics.

Mrs. Roche said we need clarification from an attorney to see if we can file a complaint.
She asked Dr. Erardi how much we have spent so far.
Dr. Erardi said we have not received a bill from legal counsel yet. We also have the cost of central office labor as there have been over 600 pages collated of FOI requests.

Mrs. Leidlein called the question which could be ended with information from two people.
Vote: 5 nays Motion fails.

Mr. Vouros said when he spoke to Attorney McMurrow she offered to work with our attorney pro bono. If proceeding with the subpoena route we can contact her.

Mr. Alexander said the Board has an attorney and he was not sure of the details about hiring another attorney even at a zero cost.
Mrs. Leidlein asked if the Board attorney spoke to the benefit of filing an FOI complaint against the Board members in question.
Mr. Alexander said that generally we don't discuss attorney recommendations although they are available to Board members and he was not sure if it had ever been asked.

MOTION: Mrs. Leidlein moved that the Board of Education as a whole file an FOI complaint against the two said Board members with regards to the disclosure of a text message and email. Mr. Vouros seconded.

Mr. Vouros said when he mentioned Attorney McMurrow he did not imply we were hiring her. He was looking for alternative steps. He asked why our attorney hasn't suggested this.

Dr. Erardi asked that since the Board reconvenes on Tuesday that they allow the administration to work with counsel to be specific around the conversation pertaining to FOI and additional options. He will bring sequencing events from legal counsel.
Mrs. Ku suggested asking counsel if the referral to the board of ethics will still work if Mr. Freedman is no longer a member.

Mrs. Leidlein's concern is that if we wait until Tuesday to get information we are again six days out. She is frustrated that it takes time and we have a sitting Board member who will not have the trust of the other Board members. She prefers to move forward and put in the FOI complaint regarding behavior under the law. We can also ask the board of ethics to look at it at the same time.

MOTION: Mrs. Leidlein moved to amend the motion to include file the FOI complaint and refer the entire issue to the ethics commission as counsel recommends. Mr. Vouros seconded.
Vote: 5 ayes Motion passes.

Mr. Alexander would contact the lawyer tomorrow. The two outstanding motions on member conduct should be held until we have a result from these efforts.

Mrs. Roche said the FOI complaint could take months.
Mrs. Leidlein prefers to have a conversation sooner than later especially with a sitting Board member to give them a chance to share the information publicly prior to upcoming elections within the Board.

Mrs. Ku said these Board members are still insinuating something is wrong on our Board without sharing what to do to fix it. She is not sure that having the individual discussions of Board member conduct will change whether a person is on a committee or serves on the Board. We need to remember that whatever the outcome we still have to work on the Board with this person.

Mr. Alexander was concerned about conversations on Board conduct before we have more information. He would be more comfortable if the Board would postpone those conversations. Mr. Vouros asked what happens if they don't show up.

Mr. Alexander has information on how to handle discussing Board members conduct if they don't attend the meeting.
Mrs. Leidlein asked Mr. Alexander to make a request for this information in a public meeting as it may cover us under FOI.

Mr. Alexander formally requested that David Freedman, in order to help the Board understand his disclosure, tell who he shared his email with. He made a similar request to Kathy Hamilton to provide us with the names of people she shared the text message with. Both requests are based on the email requests that they have already admitted partial admittance.

Mrs. Roche asked Mr. Alexander to read what he sent to Ms. Hamilton and her response.
Mr. Alexander preferred to not have it read and reminded the Board that one of our jobs when we get lost is to go back to how this would benefit students. That information could be requested.
Mrs. Leidlein said we are discussing behavior and their deterrent of us doing our work. She suggested getting legal counsel as to whether that email can be read.
Mr. Vouros felt it was important for the public to understand that our responsibilities to the children have not stopped.

MOTION: Mr. Alexander moved that the Board of Education temporarily put a hold on the discussion of Board member conduct until such time the Board wishes to pick it up again.
Mrs. Ku seconded.
Vote: 2 ayes, 3 nays (Mrs. Roche, Mrs. Leidlein, Mr. Vouros) Motion fails.

Mrs. Leidlein said that if no one comes forward as of the end of the Tuesday Board meeting this issue will be discussed. She wants give them a chance to respond.
MOTION: Mrs. Roche moved to adjourn. Mr. Vouros seconded. Motion passes unanimously.

Item 3 – Adjournment
The meeting adjourned at 9:10 p.m.

Respectfully submitted:

_____
Keith Alexander
Chair

Exhibit J

Board of Education
Newtown, Connecticut

Minutes of the Board of Education special meeting on November 4, 2015 in the Reed Intermediate School library at 7:00 p.m.

K. Alexander, Chair	J. Erardi
L. Roche, Vice Chair	J. Davila
K. Hamilton, Secretary	R. Bienkowski
D. Leidlein	50 Public
J. Vouros	4 Staff
D. Freedman (absent)	2 Press
M. Ku	

Mr. Alexander called the meeting to order at 7:02 p.m.

MOTION: Mrs. Roche moved that the Board of Education go into executive session for a K-12 security update and invited Dr. Erardi, Jean Davila, Ron Bienkowski, Mark Pompano, Michael Grieder, and Brendan Cotter. Mrs. Leidlein seconded. Motion passes unanimously.

Item 1 – Executive Session
The Board came out of executive session at 7:40 p.m.
Item 2 – Pledge of Allegiance
Mr. Alexander spoke about Mrs. Roche's qualities as a Board member as this was her last night. She worked to improve the Reed transportation issue with arrival times and has always been there for the students.
Mrs. Ku said Mrs. Roche has been a great example of a person who was all in as a Board member and dedicated to the district.

Mr. Vouros expressed similar attributes for Mrs. Roche and thanked her for her service to the district and community.
Mrs. Leidlein described her as feisty and courageous and appreciates what she has done for the community and students.
Ms. Hamilton wished her luck on her new vacation.

Mrs. Roche was thankful for the opportunity to serve and the work done has been rewarding. She appreciates the work and efforts made by everyone as well as Mr. Alexander's leadership. She thanked Dr. Erardi for all of the hours he has given and can never give enough thanks for his commitment. She thanked Mr. Bienkowski for his much appreciated hard work. She wished good luck to Mrs. Davila in her new position and thanked the students for being part of the Board. She also thanked Kathy June for her work with the Board.
Dr. Erardi thanked Mrs. Roche for her dedication. She also thanked her family for their support.

Item 3 – Celebration of Excellence
Dr. Erardi introduced Guy Bacon who wrote a book regarding his experience with therapy dogs entitled "The Dogs of Newtown" which was recently published. He is a kind, intelligent, humble and courageous young man. Copies of his book were shared with the Board.

Item 4 – Consent Agenda
MOTION: Mrs. Ku moved that the Board of Education approve the consent agenda which includes the minutes of October 20, 2015, the donation to Newtown High School, the

resignation of Maria Cristina Kelderhouse, and the correspondence report. Mr. Vouros seconded. Motion passes unanimously.

Item 5 – Public Participation
Karyn Holden, 68 Berkshire Road, said that Mrs. Roche would be missed and appreciated service. Regarding Chartwells, she encouraged the Board to look more closely at the elementary food to improve the lunches as they are also selling snacks such as Pop Tarts and Doritos. Regarding the email and text on social media, Mr. Freedman admitted leaking information. He did not apologize for his actions. He said he didn't supply it to a town employee so someone else is involved. He did not adhere to the core attributes. This is unethical. This should not be dropped as more are involved. Bring respect and integrity back to Newtown.

Laura Terry, 64 Robin Hill Road, thanked Mrs. Roche for her service. She also spoke about the release of information and the approval for the Board to have an investigation. She requested information under FOIA. How did Carey Shierloh receive this email? Mrs. Shierloh also posted a text message from Ms. Hamilton followed by the private email. Mr. Freedman did not apologize to the Board or Dr. Erardi.

Item 6 – Reports
Chair Report: Mr. Alexander thanked Mrs. Ku for being the CABE representative on the State task force regarding food allergies.
Superintendent's Report: Dr. Erardi attended the Newtown Education Foundation meeting this week where there is wonderful leadership with young and intelligent members eager to assist. This Saturday he will be the Board representative in Hebron for a young student who put together a Sandy Hook memorial garden for his Eagle Scout project. The National Honor Society will have an induction ceremony on November 10. The next community forum is December 16 at 7 PM in the high school lecture hall. The topic will be around alternative programming.

Newtown High School Representatives:
Rilind Abazi reported on Spirit Week which included hall decorating and the pep rally. Monday the homecoming dance was attended by 650 students. He thanked Mrs. Roche for her support and wished her the best.
Kayla Disibio spoke about various sporting events with the Unified Sports soccer team playing New Milford Friday. Our diving team is the SWC diving champs and the field hockey team will be playing in the State tournaments.

Committee Reports:
Mrs. Ku said the Curriculum and Instruction committee met last Friday and discussed the pilot program policy and class size data.
Ms. Hamilton said the finance committee met to discuss the Chartwells amendment.
Mrs. Ku said she attended the School Based Health Center meeting. They would like to give the Board an update after January.
Mr. Alexander mentioned the tabletop exercise held October 29. Mrs. Ku attended also. Our school district and town are very well prepared for emergencies.
Dr. Erardi said this continues to be a work in progress. As a school district he is convinced that we lead the state in preparedness with fire, dispatch and emergency teams.

Item 7 – Old Business
Grade 3 and Grade 4 Social Studies Curricula:
MOTION: John Vouros moved that the Board of Education approve the grade 3 and grade 4 social studies curricula. Mrs. Roche seconded.
Mrs. Davila spoke about the summary of changes in these curricula which Ms. Hamilton said was extremely helpful and appreciated.
Motion passes unanimously.

Chartwells Food Service
MOTION: Ms. Hamilton moved that the Board of Education approve the Chartwells Food Service Amendment One effective October 31, 2015. Mrs. Roche seconded. Motion passes unanimously.

Mr. Bienkowski said this has gone through the State of Connecticut regarding issues in how they have been approving food service contracts across the state. This is the final which the State has approved. The two main changes are that the food company will absorb any losses as a result of decreasing sales this year with a guaranteed profit of $100 for the 2015-2016 year with any loses covered by their administrative fees. The other provision is on how the equipment investment made over the last two years will be paid for if we terminate the contract or have to go out to bid again. Last year's contact is still valid for five years with a one year amendment each year. Two provisions were stricken which include the scholarship for students going into a food service management career and the other is regarding the nutrition program which they paid for. The federal government didn't want them in a contract. This amendment goes through end of this school year.

Ms. Hamilton asked if the State will have us go out to bid.
Mr. Bienkowski said the first priority is to get the contract to them and then find out if we have to go out to bid. If that's the case, we will use the State bid template.

Mrs. Ku said part of contract is to have parent input in the menu selection.
Mr. Bienkowski said we can schedule a presentation by Chartwells. We have a dietician on staff and parents are welcomed to call her anytime. He will also share Mrs. Holden's comments with them. Parents will be notified when those meetings will be held.

Mr. Vouros asked if parents know what their children buy at the elementary level.
Mr. Bienkowski said they know what they buy but was not sure if it lists what type of snack.
Mr. Vouros said years ago we had home-cooked meals and then changed companies where the concern became how much money was being made so snacks were added.
Motion passes unanimously.

Item 8 – New Business
K-8 Gifted Program:
Mrs. Davila introduced Dr. Sherry Earle and Kate Magnass for a review of the K-8 gifted program. Dr. Earle spoke about staffing the program in the district. The suggestion was made to change the name to Project Challenge which reflects expanded services in the gifted program. There was also a change in the identification and gifted screening timeline this year. Parent education classes have also been added. This year eighth grade students took the PSAT which allows us to get their answers and see where they are. She and Mrs. Magnass also taught creativity lessons in each fourth grade class.

Dr. Erardi said there was a framework at a minimal standard. The teamwork of Dr. Earle and the teachers has been wonderful along with the passion they brought to students.
Ms. Hamilton asked how parents were being informed on identification and if a child has to be recommended to take the test in third grade.
Dr. Earle said we are communicating with parents in a timely manner and all third graders will be tested.
Mrs. Davila thanked them for their dedication.

Newtown Federation of Teachers Contract:
MOTION: Mrs. Leidlein moved that the Board of Education approve the ratified Newtown Federation of Teachers contract for the period July 1, 2016 through June 30, 2020. Mrs. Roche seconded.

Mrs. Leidlein said she was proud to be a member of the negotiating team. It was a very fair contract.
Mrs. Ku said it allowed for very good discussion and feels good about it.
Ms. Hamilton felt the same. Everyone was all in to reach a resolution.
Motion passes unanimously.

Memorandum of Agreement with Newtown Federation of Teachers:
MOTION: Mrs. Roche moved that the Board of Education approve the Memorandum of Agreement with the Newtown Federation of Teachers regarding lesson planning and communication. Mr. Vouros seconded.

Dr. Erardi said this MOA is the opportunity for administrators with the executive board of the NFT to drill down on the lesson planning and communication to students and parents. There needs to be thoughtful and lengthy conversation on these issues. This offers management rights on both issues.
Motion passes unanimously.

Minutes of October 26, 2015:
MOTION: Mrs. Roche moved that the Board of Education approve the minutes of October 26, 2015. Mrs. Leidlein seconded. Vote: 5 ayes, 1 abstained (Ms. Hamilton)

Discussion and possible action on disclosure of Board communications:
Mr. Alexander said we had a Facebook post which included an attorney privileged item. Someone posted it because they thought it should be public. The release of that document concerned the Board. If Board members have concerns they should come to the Board or to Dr. Erardi. We discussed the issue at our special meeting where we decided to hire an investigator to see how this had come about. He asked members to come forward. The next day a Board member took responsibility. That acceptance of responsibility was sufficient enough to hold off hiring an investigator. He made a request that the member call back any messages that were sent out with this private information. That is being attempted and he asked they be delivered to him as the chair. He was told there are no documents. This leaves us with what to do next.

Mrs. Roche stated that we did not receive an email from Mr. Freedman saying he did not release it.

Mr. Alexander said one of the FOI requests specified if there was a release of information from that member to Carey Shierloh. The response from him it that it was not released to her.

Mrs. Leidlein feels Mr. Freedman's statement was not taking responsibility but his actions sending it out and not answering the questions being asked of him are wrong. Her biggest concern is that he has led us to believe that there were additional people the document was shared with. We need to ascertain that information. She wondered why other boards were not questioning the members of their groups because the messages were posted in a stream with other board members who were part of this. She encouraged people to hold members of their boards accountable.

Mr. Alexander said the Board of Selectman has made public comment. They held a meeting two nights ago and referred this to the Ethics Commission as she is a town employee.
Mrs. Leidlein was referring to the chairs of the other boards having other meetings.
Mrs. Ku said there was an implication that an FOI complaint had been filed and people would take the findings to heart. Has there been one filed on these which are alleged to be incorrect?
Mr. Alexander said none were filed with the FOI Commission. They only take direct requests but anyone can ask them questions any time.

Mrs. Roche said this Board has worked on trust the past two years. Mr. Freedman's actions have damage the Board even though he said he didn't do it. We had a meeting and two members didn't attend. It's embarrassing to release something about our superintendent's contract. At no time did he complain of wrong doings prior to releasing this information. He never shared his issues. She asked if the text message came from Ms. Hamilton's phone and how Mrs. Shierloh got it.

Mr. Alexander said the text message is available under FOI but it is inappropriate to give out that information. The concern is we have a lack of trust.
Mrs. Roche asked Ms. Hamilton how the text message got from her cell phone to Carey Shierloh.

Mr. Alexander said that he will not conduct this investigation. The Board can decide on an investigator.
Mr. Vouros said if the text came from Ms. Hamilton's phone she should admit it. This is transparency.

Ms. Hamilton said the text message is what Mr. Alexander sent to the Board and she shared it with other people. After Mr. Alexander sent that message and another email about the superintendent's salary negotiations she asked him to refrain as he was starting an online meeting. She would like to move forward and wants the newly seated Board to go through FOI training. If the Board wants to move this forward we should go to the Board of Ethics. Our Board doesn't have a defined process for an investigation.

Mr. Alexander said he prefers to not go over specific items of evidence. He takes responsibility for sending out the original text message which did entice Board members to respond but did not intend for members to respond. He apologized for that mistake. He is concerned it was shared rather than managed through other means.

Mrs. Roche said Ms. Hamilton admitted she shared the text message with other people but would not share with whom. Other boards have tried to micro manage the Board of Education. There are people trying to stop us from being equal at the table.

Mr. Alexander said that Mr. Freedman did not attend tonight's meeting because he was not feeling well. The discussion needs to be what we can do now. We can go through the Board of Ethics or discuss further.
Mrs. Ku said she was not sure the Board of Ethics covers dealing with the release of confidential information. We are called upon to rule on student behavior, grievances, contract negotiations, etc. and wondered why the Board members hadn't followed process to air a grievance.
Mr. Vouros thanked Ms. Hamilton for admitting it was her phone. The next step is to find out whom all of this information went to but more importantly why it was necessary to send to other people.

MOTION: Mr. Vouros moved to continue to hire an investigator as discussed at the previous meeting. Mrs. Leidlein seconded.
Mrs. Roche said the RTC secretary posted it on social media. She can tell us. A Board member can tell us right now. Why hire an investigator when we can solve this now.
Mrs. Ku said the Board of Selectman moved that this be moved to the Board of Ethics. She wondered what we would find from an investigation to add to that.
Mr. Vouros said if the Board of Ethics comes to us who has answers for them. We need to investigate as a Board of Education and provide it to the Board of Ethics.

Mrs. Leidlein asked for guidance from Attorney Mills regarding an investigator who would find out who received the information.
Mrs. Roche said Board members need to save emails for two years.
Mrs. Leidlein said this should be done expeditiously.

Ms. Hamilton said she shared the text message months ago but did not share it with Mrs. Shierloh. She stated that it was debatable that the attorney-client privileged information was really privileged information. We should be focusing on Board procedures and not having meetings with not all Board members in attendance. Going to the Board of Ethics is the right place.
Mrs. Leidlein called the motion.
Vote: 5 ayes, 1 nay (Ms. Hamilton) Motion passes.
Mr. Alexander will get back to the Board with information on an investigator.

MOTION: Mrs. Roche moved to discuss the behavior of Board member Kathy Hamilton in public session. Mrs. Ku seconded.
Mr. Alexander said the Board could vote to have the meeting in public but if the Board tried to have the meeting in private, the Board member would have the option to have it in public.
Ms. Hamilton asked to investigate whether this it is proper for public or executive session.
Vote: 5 ayes, 1 nay (Ms. Hamilton)

MOTION: Mrs. Roche moved to discuss the behavior of Board member David Freedman in public session.
Mrs. Roche said the Board chair would seek guidance from counsel as to how to move forward.
Mr. Vouros seconded.

Mr. Alexander said we can discuss the behavior of a Board member but it will only apply to those who continue being on the Board. He will research this if the discussion leads to a referral to the Board of Ethics.
Vote: 5 ayes 1 nay (Ms. Hamilton)
Mrs. Ku stated that people think we don't do things correctly. She asked what Board members should do if they think something is not being done properly.
Mr. Alexander said anyone can contact the FOI Commission, Dr. Erardi or him to discuss any concerns.

Item 9 – Public Participation
Laura Terry, 64 Robin Hill Road, said we know Ms. Hamilton shared the email. The concern is that she won't share with whom and why. Two board members are reporting to other people. This supports an investigation. How can she find out if it's an attorney-client privileged document? She was looking for information on the NFT contract because someone from the Legislative Council last week spoke in public about the salaries in this contract.

Nancy White, 14 Butternut Ridge, wants the investigation followed through with David Freedman. Some people move from board to board. She wants Mr. Freedman and Ms. Hamilton investigated.

Erin Misota, 10 Grand Place, said disclosure has affected the integrity of the Board. You have to get back to focusing on our children.

Kate Mara, 5 Highview Drive, wanted to confirm the tabletop exercises are not done in the schools. Regarding the sharing of information, we can't move on until this issue is resolved. Hire an investigator and hold the guilty accountable. She is embarrassed and feels sorry for Dr. Erardi.

Karyn Holden, 68 Berkshire Road, confirmed what Laura Terry said that the Legislative Council member last week shared what teachers will receive. We need to focus on this fantastic school system. She appreciates the work of Dr. Erardi and the majority of this Board.

MOTION: Mrs. Roche moved to adjourn. Mr. Vouros seconded. Motion passes unanimously.

Item 10 – Adjournment
The meeting adjourned at 10:20 p.m.

Respectfully submitted:

_____
Kathryn Hamilton
Secretary

October 26, 2015

TO: Dr. Erardi

FROM: Lorrie Rodrigue

Please accept the donation of a 1985 Mercedes Benz 190e, VIN: WDBDA24C8FF124942 at an estimated value of $1,000 from Mr. Kordish, 4 Lone Oak Meadows, Sandy Hook, CT 06482

The vehicle will be used by Newtown High School Automotive Repair Classes.

Thank you.

Encl.

L. Rodrigue

GMail

Deramo, Suzanne <deramos@newtown.k12.ct.us>

Resignation

Kelderhouse, Maria <kelderhousem@newtown.k12.ct.us> Tue, Oct 27, 2015 at 8:18 PM
To: Suzanne Deramo <deramos@newtown.k12.ct.us>
Cc: Lorrie Rodrigue <rodriguel@newtown.k12.ct.us>, Jaime Rivera <riveraj@newtown.k12.ct.us>

Dear Dr. Deramo;

After careful consideration I have decided to resign my position as Spanish Teacher at Newtown High School effective November 10, 2015. I really thank you for this opportunity to work in your district.

Sincerely,

Maria Cristina Kelderhouse

BOE Communications Report, 11/04/2015
Kathy Hamilton, Board of Education Secretary

From	Date	Description
Carla Kron	10/20/2015	HS WiFi
Jacob Shamsian	10/20/2015	Story about Newtown students for Business Insider
Kristen Bradley	10/21/2015	School Calendar
Joe Erardi	10/22/2015	Teachers Contract
Leigh Anne Coles	10/22/2015	You're Invited
Jean M. Evans Davila	10/23/2015	Social Studies Grades 3/4 Executive Summary
Wolfgang Halbig	10/23/2015	Conditions of SHS Prior to Tragedy
Keith Alexander	10/23/2015	BOE Information on Facebook
Wolfgang Halbig	10/25/2015	Conditions of SHS Prior to Tragedy
Susan and John Muir	10/26/2015	Posting Homework to Teacher Sites on Myschooldesk.net
Keith Alexander	10/27/2015	Statement about email release
Wolfgang Halbig	10/29/2015	SHS Tragedy
Robin Fitzgerald	10/29/2015	Your Resignation
Michele Assante	10/29/2015	Remove David Freedman and Investigate Further
Laura Terry	10/29/2015	FOIA Requests
Laura Terry	11/1/2015	Request
Laura Terry	11/1/2015	Request
Michele Assante	11/2/2015	FOI Request
Corinne Grandclement	11/3/2015	book little zebra is gifted
Joe Erardi	11/3/2015	Requested Information
Roy Gagne	11/4/2015	Registration

Administrative Report

Wednesday, November 4th

1. **Newtown Education Foundation** (Attachment #1)

2. **Unified Sports – NHS** (Attachment #2)

3. **Eagle Scout Court of Honor** (Attachment #3)

4. **National Honor Society - Tuesday, November 10th**

5. **Community Forum – December 16th - 7:00 p.m.**
    a. **Alternative Programming**

11/4/15

Newtown Education Foundation

MISSION:
The mission of the Newtown Education Foundation is to enrich the learning experience for our students by promoting innovation and creativity through collaboration with the community.

PURPOSE:
The Newtown Education Foundation is a non-profit, tax-qualified corporation organized to promote and support innovative education programs for the benefit of students in the Newtown Public School system.

VISION:
Innovation *within the schools* - Recognizing innovation within the schools by honoring in-town grants that serve as a catalyst to inspire critical and creative thinking of Newtown students.

Creative *opportunities for both students and teachers* - Fostering creativity by financially supporting unique educational projects for students as well as professional development for teachers.

Collaboration *with the Community* - Increase the awareness of the value of education to the community; while supporting schools through businesses, civic groups and residents of Newtown.

WHAT ARE THE NEF ACTIVITIES PLANNED TO ACHIEVE THE MISSION?
-Create an in-town grant application process in which schools and/or classrooms can apply for funding of unique educational programs and projects
-Equip the Newtown Public School system with the latest in education technology
-Enrich children's lives by offering support of the music and arts programs
-Inspire students through recognition and scholarship opportunities
-Invest in the best training and development programs for our educators
-Recognize teachers for successful and inventive projects in the classroom

HOW WILL NEF SUPPORT THESE ACTIVITES?
-Execute the foundation efforts and events via volunteerism and partnerships with community organizations
-Complete thorough external research on the latest educational technologies
-Complete thorough external research on available training and developmental programs for educators
-Learn from and partner with neighboring town's existing educational foundations
-Offer and promote new innovative programs to the Newtown Public Schools
-Raise financial support through specific fundraising events and unique programs within the community
-Raise financial support through direct mail and social media communications as well as annual appeals
-Raise financial support through external grant applications

November 1, 2015

Dear Dr. Erardi,

You are cordially invited to the first ever Newtown Unified Soccer Home Tournament. It will be held on Wednesday, November 4th. The Blue Heat have worked long and hard to improve their skills and abilities this season, and are ecstatic to showcase them to the community at the Newtown Youth Academy.

The ceremonies will commence at 3:00 with an estimated end time of about 5:30. There will be a brief halftime show full of dancing and a performance by the Varsity Dance Team. After the games, food and drinks will be served to all the participants, and medals will be awarded to everyone.

We would be honored to have you there as a special guest, as you mean so much to this community and to our Unified Program.

With great regards,

Allison Morrill, student-coach
& NHS Unified Blue Heat

You are Cordially Invited to an Eagle Scout Court of Honor for

James Joseph Potticary

Saturday

November 7, 2015

3:00PM

Reception immediately following ceremony

Hebron Lion's Fairgrounds- Lions Banquet Hall

347 Gilead St. (Rt. 85) Hebron, CT

Kindly RSVP by November 2, 2015

To: Debby or Richard Potticary

860-530-1110

At 2:15 there will be a Dedication Ceremony for the Sandy Hook Memorial Garden at Burnt Hill Park (148 East St. Hebron, CT)

BOE Executive Summary: Grades 3 and 4 Social Studies Curriculum Revision

Part I: Basic Elements of Comparison

	Existing Curriculum	Revised Curriculum
Publication Date	15+ years old Grade 3: BOE approved in 2000 Grade 4: BOE approved in 1997	Request for BOE Approval: November 4, 2015.
Standards	Based on outdated Social Studies content standards.	Aligns with newly adopted CT Social Studies Framework (2015); includes Common Core English Language Arts (ELA) Standards for integration with Readers Writers Workshop model in grade 3 where Social Studies is not a stand-alone course.
Pacing	Not provided.	Curriculum is includes Pacing Guides to indicate approximate number of weeks for instruction of each unit. This allows teachers a better environment for co-planning of shared experiences, resources, and development of common assessments for learning.
Curriculum Model	Based on outdated curricular model which is limited to Content Standards, Learning Objectives, Suggested Activities and Assessments.	Structured on Concept-based Curriculum Model. Includes all previous curriculum components of old model, but framed through a Conceptual Lens through which students learn new knowledge in the subject area (ex: Grade 3 Geography Unit Conceptual Lens is "Change and Continuity). Guiding Questions ensure lessons are inquiry-based and Generalized Understandings point students and teachers to essential knowledge to be learned through the unit.
Learning Objectives	Numerous objectives identified for a single unit—an outdated curriculum development philosophy of teaching for coverage or breadth versus focused teaching for depth of understanding.	The updated curriculum conforms to current curriculum design practices that focus on fewer objectives and standards to be taught with greater depth.
Other	Published in hard copy format. Not conducive to accessibility by all community stake-holders. Poses limitations for continuous updating, revision, and development by faculty.	Digitally published through the Atlas Rubicon platform. Accessible via internet for the public viewing, professional collaboration among teachers tasked with editing, revising, and adding supplemental components. Ensures an accurate and easily accessible curriculum archiving system.

Jean M. Evans Davila
10-23-2015

PART II: SPECIFIC COMPARISON OF SOCIAL STUDIES CONTENT AND INSTRUCTIONAL APPROACH

There are many levels of change—some explicit and others implicit—reflected in the various features and the wording of the revised versions of the Grades 3 and 4 Social Studies Curriculum documents. For example, a cursory glance at the Grade 3 Maps Unit might mislead the reviewer to believe that there have been minimal changes in this unit of the course. For instance, students still are required to learn features and information found on various types of maps. However, with the shift to the 2015 CT Social Studies Frameworks, there is recognition that new technology and media exist that are accessible digitally for use in instruction (i.e., satellite images, photographs, and other forms of digital maps). The Skills section of the Maps unit sets the standard that students will demonstrate and communicate their learning using a variety of media. A simple statement such as this carries the implication that students must be taught the features of various media tools, as well as to develop the capacity to determine which technologies and tools are well-matched to their task and purpose to ensure efficiency in meeting their goals. Additionally, the Grade 3 Geography unit contains similar Content/Topics and Objectives that were addressed in the previous version of curriculum. However, the Conceptual Lens of "Change and Continuity," approaches the content in a manner that requires greater cognitive demands of the student. Students are doing much more than learning or memorizing a discreet set of facts and terms; instead, as evidenced through the Guiding Questions, students are engaged in learning facts, examining facts as they relate to a concept, and applying their understanding of facts to inquiry.

In each unit of study, in both grades 3 and 4 of the revised curriculum, it is important to note that learning is approached as an inquiry process which is supported through use of Essential Questions and Guiding Questions. Rather than simply being presented with sets of itemized knowledge for rote memorization, students are guided through a process of discovery as they encounter the content. They must work toward formulating their ideas during this discovery in a manner which allows them to articulate their own understanding in answering questions that frame each unit. Students are not taught the explicit wording of the Enduring Understanding(s)/Generalization(s) as their answers to the Essential and Guiding Questions, rather their learning process leads them to develop their own answers that the teacher facilitates in aligning with the Enduring Understanding(s) and Generalizations. When reviewing the revised curriculum drafts, it is important to examine how all components of each unit fit together and align with one another for a cohesive teaching and learning experience.

In grade 3 of the revised Social Studies Curriculum, the Common Core State Standards (CCSS) for English Language Arts (ELA) and Literacy are integrated within each unit. This is because Social Studies is taught through the ELA block, which reflects our new Readers Writers Workshop model of instruction. These standards bring with them an enhanced rigor for how students are expected to become active and critical readers of literary and informational texts. When reviewing the CCSS identified in each unit, there is clear understanding that students must learn to cite textual evidence and make use of text features to form an understanding of the content as they read, write, speak, and listen. In grade 4, Social Studies is structured as a dedicated class period for instruction, which allows students to delve deeper in the content area. While students integrate Social Studies content with reading, writing, speaking, and listening experiences, the CCSS appear within the ELA instruction block as the focus of instruction and assessment in that particular curriculum. For this reason, there is a higher level of detail and specificity in the sections of the Grade 4 document that pertain to Guiding Questions, Objectives, Core Learning Activities, and Resources. This is a feature that makes sense given the dedicated time period for Social Studies instruction as a content area course at the Grade 4 level.

Jean M. Evans Davila
10-23-2015

Social Studies

Grade 3

Newtown Public Schools
Social Studies 3

District Elementary > Grade 3 > Social Studies > Social Studies 3

Last Updated: Today by Bonita Carroun

Collaboration

Curriculum Document Title:
Grade Three Social Studies
Department/Grade Level:
Grade Three Social Studies
Date of Board of Education Adoption:

Course Description:
The third grade curriculum is designed to build and develop knowledge in the purposes of various map types, build and develop knowledge of landforms and resources in our country and how the use of these landforms and resources have changed over time.

Program/Course Philosophy:
Students should have the opportunity to research using a variety of sources in order to organize, analyze, interpret and synthesize information. Students are offered opportunities to work alone and with others to conduct research. We strive to help students become independent, lifelong learners.

NEWTOWN PUBLIC SCHOOLS MISSION STATEMENT

The mission of the Newtown Public Schools a partnership of students, families, educators and community, is to
INSPIRE EACH STUDENT TO EXCEL
in attaining and applying the knowledge, skills and attributes that lead to personal success while becoming a contributing member of a dynamic global community. We accomplish this by creating an unparalleled learning environment characterized by:

• High expectations • Quality instruction
• Continuous improvement • Civic responsibility

Quality education is possible if we all agree on a common purpose as we work together to continuously improve the teaching and learning process. We believe that ALL CHILDREN CAN AND WILL LEARN WELL. The system strives to establish high standards for our students, faculty, and staff through the curriculum documents. Mastery of this curriculum depends on the effort and persistence of the learner, the support of the parents, and the knowledge, skills and persistence of the staff.

In order for our students to reach the goals of cognitive achievement, students must learn how to use the process skills of decision-making,problem solving, and critical thinking. Students need to take responsibility for their learning by becoming self-directed, active participants in the educational process.

We must continuously work to improve the learning environment and the curriculum.To improve, we must analyze what we believe, what we know, and what we want before we take action to reach these goals.

It is the responsibility of the staff of the Newtown Public Schools to provide all children with the opportunity to learn well. We believe that the students and staff will be more productive when basic human needs are met. These needs include: Belonging, the need for positive relationships; Competence, the need to be successful; Freedom, the need to have control over decisions;Fun, the need to enjoy life; and Survival, the need for shelter, food and good health. Living and working with others enriches the experiences of students. Positive self-esteem brings productivity and personal satisfaction to students and to staff. This esteem can be nurtured through opportunities to self-evaluate constructively and see performance improve as a result of work.

NEWTOWN HIGH SCHOOL
CORE BELIEFS AND VALUES

The Newtown High School community is committed to cultivating the growth of productive and innovative citizens who demonstrate integrity and empathy in our local and global communities.

We believe that a rigorous curriculum, collaborative environment, and supportive community will foster intellectually curious, resilient, and kind individuals who continuously strive to meet their full potential.

21st Century Learning Expectations:
Graduates of Newtown High School will:

Academic

Information Literacy:
•Demonstrate strategies to identify, locate, and interpret information
•Relate and apply new knowledge using a variety of resources including technology

Problem Solving:
•Demonstrate use of the scientific method and apply appropriate procedures

to solve and communicate an authentic problem or situation

Spoken Communication:
•Convey information and ideas to others in a presentation using spoken language, non-verbal language and, when appropriate, multi-media

Written Performance:
•Take and Support a position on information and ideas.
•Convey information and ideas in a given format

Civic
•Demonstrate civic responsibility through community service and the understanding of governmental processes.

Social
•Demonstrate social responsibility by respecting yourself and others, working with honesty and integrity,keeping high expectations, and supporting the community.

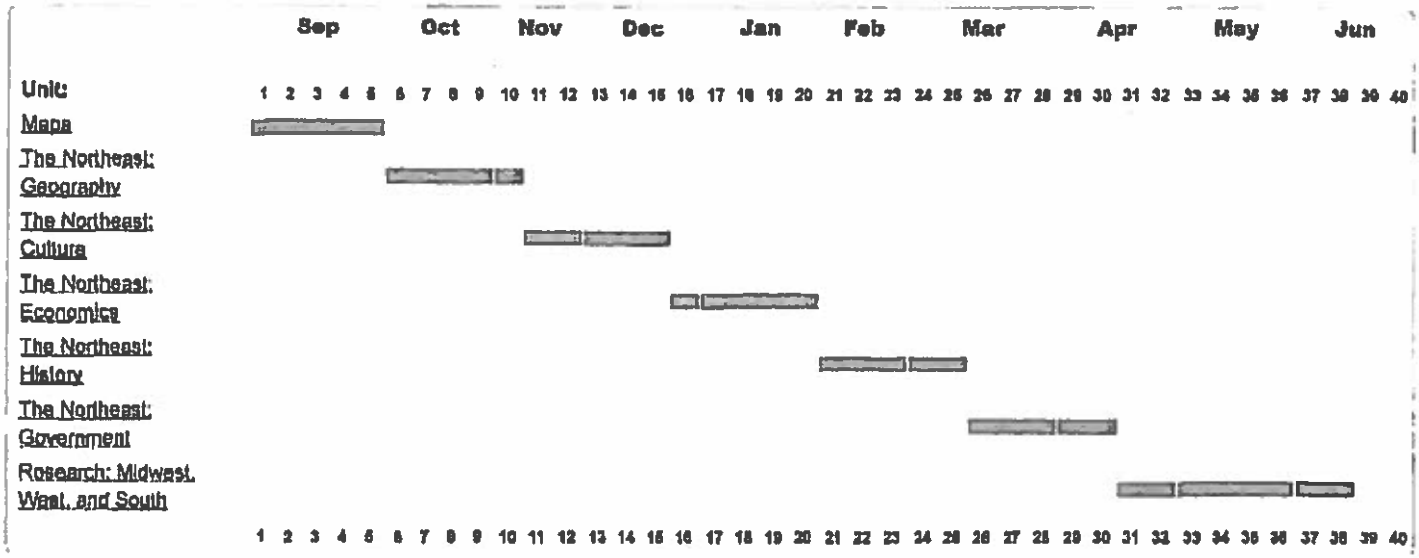
Newtown Public Schools

Social Studies 3

District Elementary > Grade 3 > Social Studies > Social Studies 3

Last Updated: Today by Bonita Carlson

Collaboration



Atlas Version 8.1.1

Newtown Public Schools
Social Studies 3

District Elementary > Grade 3 > Social Studies > Social Studies 3 > Week 1 - Week 5

Last Updated: Monday, October 12, 2015 by Pat Kurz

Maps

Collaboration

Enduring Understanding(s)/ Generalization(s)

Conceptual lens: Change and Continuity

- Topographical, political and physical maps provide different types of information.
- Maps change over time.

Essential Question(s)

What important information do maps communicate to the understanding of a geographical region?

Guiding Questions

Factual, Conceptual, Provocative

1. What are different types of maps? F
2. What are the parts of a map? F
3. Why do maps differ? C
4. Which type of map would you use if you wanted to find out the: C

1. Boundaries of the state
2. Geography of the land
3. Population density

1. How and why have maps changed over time? C

Standard(s)

Content and CCSS

CCSS: ELA & Literacy in History/Social Studies, Science, & Technical Subjects K-5

CCSS: Grade 3

Reading: Literature

Key Ideas and Details

1. Read closely to determine what the text says explicitly and to make logical inferences from it; cite specific textual evidence when writing or speaking to support conclusions drawn from the text.

- RL.3.1. Ask and answer questions to demonstrate understanding of a text, referring explicitly to the text as the basis for the answers.

CT: Social Studies Frameworks (2015)

CT: Grade 3

Dimension 2: Geography

Connecticut and Local History

Geographic Representations: Spatial Views of the World

- GEO 3.1 Construct maps and other graphic representations of both familiar and unfamiliar places.
- GEO 3.2 Use maps, satellite images, photographs, and other representations to explain relationships between the locations of places and regions and their environmental characteristics.
- GEO 3.3 Use maps of different scales to describe the locations of cultural and environmental characteristics.

Objective(s)

Bloom/ Anderson Taxonomy / DOK Language

Students will:

- Create maps to represent landforms
- Analyze maps and discuss landforms

Content/Topics

Critical content that students must KNOW

- Explain the characteristics and purposes of maps, globes, and other geographical tools and technologies
- Create information from maps, globes and geographic models in graphs, diagrams, and charts
- Identify and give examples of resources; human, natural and capital, and explain how they are used

Skills

Transferable skills that students must be able to DO

- 3. Communicate information clearly and effectively using a variety of tools/media in varied contexts for a variety of purposes.

- Identify different types of maps
- Identify the parts of maps

Core Learning Activities

Resources

Professional & Student

- The Northeast: Benchmark Education Company
- Explore Our Land: Houghton Mifflin

Assessments (Titles)

Culminating Map Project
Summative: Personal Project

- Create your own map of an imaginary country using features learned in unit- landmarks, resources, capital, landforms, compass rose, and map key.
- Write two questions that can be answered using map.

Gr 3 Map Project.docx

Graduation Standards

Information Literacy
Problem Solving
Spoken Communication
Written Performance

Interdisciplinary Connections

Readers/Writers Workshop Units

Atlas Version 8.1.1

3

Newtown Public Schools
Social Studies 3

District Elementary > Grade 3 > Social Studies > Social Studies 3 > Week 6 - Week 10

Last Updated: Today by Bonita Carlson

The Northeast: Geography

Collaboration

Enduring Understanding(s)/ Generalization(s)

Conceptual lens: Change and Continuity

Climate determines the plants and animals that inhabit a region.

Essential Question(s)

How do living and nonliving elements of a region determine the elements and interactions within an ecosystem?

Guiding Questions

Factual, Conceptual, Provocative

1. What plants and animals are native to the Northeast? F
2. How does climate affect the plants and animals in a region? C
3. Would life change if there were no maple trees in the Northeast? P

Standard(s)

Content and CCSS

CCSS: ELA & Literacy in History/Social Studies, Science, & Technical Subjects K-5

CCSS: Grade 3

Reading: Informational Text

3. Analyze how and why individuals, events, and ideas develop and interact over the course of a text.

- RI.3.3. Describe the relationship between a series of historical events, scientific ideas or concepts, or steps in technical procedures in a text, using language that pertains to time, sequence, and cause/effect.

CT: Social Studies Frameworks (2015)

CT: Grade 4

Dimension 2: Geography

United States Geography
Geographic Representations: Spatial Views of the World

- GEO 4.2 Use maps, satellite images, photographs, and other representations to explain relationships between the locations of places and regions and their environmental characteristics

Objective(s)

Bloom/ Anderson Taxonomy / DOK Language

Students will

- Identify animals and plants that inhabit a region
- Describe how climate affects plants and animals
- Describe what animals could survive in a given region
- Locate major physical features on a map

Content/Topics

Critical content that students must KNOW

- Explain how human and natural processes shape places
- Observe and describe how places and regions are identified, defined, and bounded
- Locate major physical and human features in the New England region of the United States
- Define local environmental features

Skills

Transferable skills that students must be able to DO

- 3. Communicate information clearly and effectively using a variety of tools/media in varied contexts for a variety of purposes.

- Identify the states in the Northeast
- Identify the plants and animals that inhabit the region
- Describe the climate of the Northeast

4

Core Learning Activities

Resources

Professional & Student

- The Northeast: Benchmark Education Company
- Explore Our Land: Houghton Mifflin

Assessments (Titles)

This is not where the assessment takes place. See culminating assessment at the end of Unit 2.
Summative: Personal Project

Graduation Standards

Information Literacy
Problem Solving
Spoken Communication
Written Performance

Interdisciplinary Connections

Readers Writers Workshop

5

Newtown Public Schools
Social Studies 3 rc.

District Elementary > Grade 3 > Social Studies > Social Studies 3 > Week 11 - Week 15

Last Updated: Today by Bonita Carlson

The Northeast: Culture

Collaboration

Enduring Understanding(s)/ Generalization(s)

Conceptual lens: Change and Continuity

The peoples that inhabit a region determine the culture(s).

Essential Question(s)

What impact did immigrant have on the culture of the Northeast?

Guiding Questions

Factual, Conceptual, Provocative

1. What were the cultures, traditions and lifestyles of the Native Americans of the Northeast? F
2. How did immigrants change the culture? C
3. How did the Pilgrims affect the Native American culture in the Northeast? F
4. How do the people that inhabit a region determine the culture? C

Standard(s)

Content and CCSS

CCSS: ELA & Literacy in History/Social Studies, Science, & Technical Subjects K-5

CCSS: Grade 3

Reading: Informational Text

3. Analyze how and why individuals, events, and ideas develop and interact over the course of a text.

- RI.3.3. Describe the relationship between a series of historical events, scientific ideas or concepts, or steps in technical procedures in a text, using language that pertains to time, sequence, and cause/effect.

CT: Social Studies Frameworks (2015)

CT: Grade 3

Dimension 2: Geography

Human-Environment Interaction: Places, Regions, and Culture

- GEO 3.5 Explain how the cultural and environmental characteristics of places change over time.

Human Population: Spatial Patterns and Movement

- GEO 3.8 Explain how human settlements and movements relate to the locations and use of various natural resources.

Objective(s)

Bloom/ Anderson Taxonomy / DOK Language

Students will

- Create a chart showing cultural changes before and after the arrival of a new group of people
- Synthesize information that shows how ethnic groups affect a culture

Content/Topics

Critical content that students must KNOW

- Demonstrate knowledge of major trends in state and local history, including history of original peoples, early settlements and selected changes over the past two centuries
- Describe and explain some of the reasons people have moved, and

Skills

Transferable skills that students must be able to DO

- 3. Communicate information clearly and effectively using a variety of tools/media in varied contexts for a variety of purposes.
- 7. Other.

relate these reasons to some historic movements of large groups of people
- Recognize relationships between events and people of the past and present circumstances, concerns and developments

- Describe how the Native Americans lived in and used the land in the Northeast
- Describe how the Pilgrims changed the Native American culture
- Explain how various ethnic groups have changed the culture in the Northeast

Core Learning Activities

Resources

Professional & Student

- The Northeast: Benchmark Education Company
- Explore Our Land: Houghton Mifflin

Assessments (Titles)

This is not where the assessment takes place. See the culminating assessment at the end of Unit 2.
Summative: Personal Project

Graduation Standards

Information Literacy
Problem Solving
Spoken Communication
Written Performance

Interdisciplinary Connections

Readers Writers Workshop

Newtown Public Schools
Social Studies 3

District Elementary > Grade 3 > Social Studies > Social Studies 3 > Week 16 - Week 20

Last Updated: Today by Bonita Carlson

The Northeast: Economics

Collaboration

Enduring Understanding(s)/ Generalization(s)

Conceptual lens: Change and Continuity

The geographical location, landforms, and natural resources contribute to the economy in a region.

Essential Question(s)

What are the major factors that impact the economy of a region?

Guiding Questions

Factual, Conceptual, Provocative

1. What landforms in the Northeast helped develop the early economies? F

2. How do landforms and natural resources contribute to the economy of a region? C

3. How does the location of New York, Boston, and Philadelphia have a direct relationship with their economic success? F

Standard(s)

Content and CCSS

CCSS: ELA & Literacy in History/Social Studies, Science, & Technical Subjects K-5

CCSS: Grade 3

Reading: Informational Text

3. Analyze how and why individuals, events, and ideas develop and interact over the course of a text.

- RI.3.3. Describe the relationship between a series of historical events, scientific ideas or concepts, or steps in technical procedures in a text, using language that pertains to time, sequence, and cause/effect.

CT: Social Studies Frameworks (2015)

CT: Grade 3

Dimension 2: Economics

Exchange and Markets

- ECO 3.2 Identify examples of the variety of resources (human capital, physical capital, and natural resources) that are used.

Objective(s)

Bloom/ Anderson Taxonomy / DOK Language

Students will

- Analyze landforms and explain their economic benefits
- Locate and label the major cities of the Northeast on a map

Content/Topics

Critical content that students must KNOW

Describe goods, products and ideas which were exchanged as the result of movement

Skills

Transferable skills that students must be able to DO

- 3. Communicate information clearly and effectively using a variety of tools/media in varied contexts for a variety of purposes.
- 7. Other.

- Describe how people use the land to make money to support themselves
- Identify the location of major cities that developed in the Northeast

Core Learning Activities

Resources

Professional & Student

- The Northeast: Benchmark Education Company
- Explore Our Land: Houghton Mifflin

Assessments (Titles)

This is not where the assessment takes place. See the culminating assessment at the end of Unit 2.
Summative: Personal Project

Graduation Standards

Information Literacy
Problem Solving
Spoken Communication
Written Performance

Interdisciplinary Connections

9

Newtown Public Schools
Social Studies 3

District Elementary > Grade 3 > Social Studies > Social Studies 3 > Week 21 - Week 26

Last Updated: Today by Ben la Cartoun

The Northeast: History

Collaboration

Enduring Understanding(s)/ Generalization(s)

Conceptual lens: Change and Continuity

The variety of people changing over time can help develop the rich history in a region

Essential Question(s)

How does the change in human populations living in a given region over a period of time contribute to the region's rich history?

Guiding Questions

Factual, Conceptual, Provocative

1. Who lived in the Northeast before Europeans came? F
2. What landmarks, symbols and events are important to the Northeast? (Plymouth Rock, Statue of Liberty, Liberty Bell, Freedom Trail, Ellis Island, American Flag) F
3. How does the variety of people changing over time develop the rich history in a region? P

Standard(s)

Content and CCSS

CCSS: ELA & Literacy in History/Social Studies, Science, & Technical Subjects K-5

CCSS: Grade 3

Reading: Informational Text

3. Analyze how and why individuals, events, and ideas develop and interact over the course of a text.

- RI.3.3. Describe the relationship between a series of historical events, scientific ideas or concepts, or steps in technical procedures in a text, using language that pertains to time, sequence, and cause/effect.

CT: Social Studies Frameworks (2015)

CT: Grade 3

Dimension 2: History

Connecticut and Local History
Change, Continuity, and Context

- HIST 3.2 Compare life in specific historical time periods to life today.

Perspectives

- HIST 3.5 Describe how people's perspectives shaped the historical sources they created.

Causation and Argumentation

- HIST 3.11 Explain probable causes and effects of events and developments.

Objective(s)

Bloom/ Anderson Taxonomy / DOK Language

Gather and synthesize historical data from multiple sources.
Create timeline which sequences events and peoples.
Locate and label important landmark, symbols and events in the Northeast.

Content/Topics

Critical content that students must KNOW

- Gather historical data from multiple resources
- Engage in reading of historical material
- Demonstrate familiarity with people, events and places from a broad spectrum of human experience through selected study from historical periods from various regions
- Describe historic movements of large groups of people
- Recognize relationships between events and people of the past and present circumstances, concerns and developments

Skills

Transferable skills that students must be able to DO

- ***3. Communicate information clearly and effectively using a variety of tools/media in varied contexts for a variety of purposes.***
- ***7. Other.***

• Identify historical symbols, landmarks, and events and be able to note their significance
• Describe lifestyles and cultures of various Northeast tribes and how Europeans changed their cultures
• Analyze and discuss the arrival of varied immigrant populations in the Northeast.

Core Learning Activities

Resources

Professional & Student

- The Northeast: Benchmark Education Company
- Explore Our Land: Houghton Mifflin

Assessments (Titles)

This is not where the assessment takes place. See the culminating assessment at the end of Unit 2.
Summative: Personal Project

Graduation Standards

Information Literacy
Problem Solving
Spoken Communication
Written Performance

Interdisciplinary Connections

Readers Writers Workshop

11

Newtown Public Schools
Social Studies 3 CC

District Elementary > Grade 3 > Social Studies > Social Studies 3 > Week 28 - Week 30

Last Updated Today by Bonita Carroun

The Northeast: Government

Collaboration

Enduring Understanding(s)/ Generalization(s)

Conceptual lens: Change and Continuity

The beliefs and values of a people can shape the direction/development of a government.

Essential Question(s)

How do the beliefs and values of a people shape government?

Guiding Questions

Factual, Conceptual, Provocative

1. What events that led to the formation of our national government? F
2. Why do people leave their country? F
3. Is there a need for a government? P
4. How do the beliefs and values of a people shape the direction and development of a government? C

Standard(s)

Content and CCSS

CCSS: ELA & Literacy in History/Social Studies, Science, & Technical Subjects K-5

CCSS: Grade 3

Writing

2. Write informative/explanatory texts to examine and convey complex ideas and information clearly and accurately through the effective selection, organization, and analysis of content.

- W.3.2. Write informative/explanatory texts to examine a topic and convey ideas and information clearly.
- W.3.2a. Introduce a topic and group related information together; include illustrations when useful to aiding comprehension.
- W.3.2b. Develop the topic with facts, definitions, and details.
- W.3.2c. Use linking words and phrases (e.g., also, another, and, more, but) to connect ideas within categories of information.
- W.3.2d. Provide a concluding statement or section.

CT: Social Studies Frameworks (2015)

CT: Grade 3

Dimension 2: History

Connecticut and Local History
Change, Continuity, and Context

- HIST 3.2 Compare life in specific historical time periods to life today.

Perspectives

- HIST 3.6 Describe how people's perspectives shaped the historical sources they created.

Causation and Argumentation

Objective(s)

Bloom/ Anderson Taxonomy / DOK Language

Students will

- Create a list of reasons people have moved and relate these reasons to some historic movements of large groups of people
- Examine the purposes of laws and the ideas and principles that make just laws
- Examine the important expectations of citizenship in the United States

12

- HIST 3.11 Explain probable causes and effects of events and developments.

Dimension 2: Economics

Exchange and Markets

- ECO 3.2 Identify examples of the variety of resources (human capital, physical capital, and natural resources) that are used.

Dimension 2: Geography

Connecticut and Local History
Geographic Representations: Spatial Views of the World

- GEO 3.2 Use maps, satellite images, photographs, and other representations to explain relationships between the locations of places and regions and their environmental characteristics.
- GEO 3.3 Use maps of different scales to describe the locations of cultural and environmental characteristics.

Human-Environment Interaction: Places, Regions, and Culture

- GEO 3.4 Explain how culture influences the way people modify and adapt to their environments.
- GEO 3.5 Explain how the cultural and environmental characteristics of places change over time.
- GEO 3.6 Describe how environmental and cultural characteristics influence population distribution in specific places or regions.

Human Population: Spatial Patterns and Movement

- GEO 3.8 Explain how human settlements and movements relate to the locations and use of various natural resources.

Content/Topics

Critical content that students must KNOW

- Explain different types of conflict, different ways in which conflicts have been resolved, and different ways that conflicts and their resolutions have affected people
- Explain that individuals have rights and responsibilities to follow the law
- Explain the purposes of laws and the ideas and principles that make just laws
- Recognize the Constitution, including the Bill of Rights, as an important document that guides our country and limits the power of the government
- Establish, explain and apply criteria useful in evaluating rules and laws for solving problems and resolving conflicts between people

Skills

Transferable skills that students must be able to DO

- 3. Communicate information clearly and effectively using a variety of tools/media in varied contexts for a variety of purposes.
- 7. Other.

- Explain the meaning of government and justify why citizenship is important

Core Learning Activities

Resources

Professional & Student

- The Northeast: Benchmark Education Company
- Explore Our Land: Houghton Mifflin

Assessments (Titles)

Culminating Assessment for Northeast Unit
Formative: Personal Project
Students will choose to create a PowerPoint slideshow, brochure or newspaper (academic choice projects) that will include the following information studied in our Northeast Unit:
Geography (landforms, plants and animals)
Culture (Native Americans, Ethnic Groups)
Economics (How the land was used, job in region and major cities)

Graduation Standards

Information Literacy
Problem Solving
Spoken Communication
Written Performance

Interdisciplinary Connections

Readers Writers Workshop

13

History (Important symbols of the Northeast, Native Americans)
Government (Why people came the the Northeast and why they may leave)

generic rubric.docx

14

Newtown Public Schools
Social Studies 3

District Elementary > Grade 3 > Social Studies > Social Studies 3 > Week 31 - Week 36

Last Updated: Monday, October 12, 2015 by Pat Kurz

Research: Midwest, West, and South

Collaboration

Enduring Understanding(s)/ Generalization(s)

Conceptual Lens: Change and Continuity

- Climate determines the plants and animals that inhabit a region.
- Climate and topography vary within the regions of the United States.

Essential Question(s)

Why would people prefer to live in one region over another?

Guiding Questions

Factual, Conceptual, Provocative

1. What plants and animals are native to the region? F
2. How does climate affect the plants and animals in a region? C
3. What is the climate of the region? F
4. What are the important landforms of the region? F
5. Why would people prefer to live in one region over another? P

Standard(s)

Content and CCSS

CCSS: ELA & Literacy in History/Social Studies, Science, & Technical Subjects K-5

CCSS: Grade 3

Writing

2. Write informative/explanatory texts to examine and convey complex ideas and information clearly and accurately through the effective selection, organization, and analysis of content.

- *W3.2. Write informative/explanatory texts to examine a topic and* convey ideas and information clearly.
- W3.2a. Introduce a topic and group related information together; include illustrations when useful to aiding comprehension.
- W3.2b. Develop the topic with facts, definitions, and details.
- W3.2c. Use linking words and phrases (e.g., also, another, and, more, but) to connect ideas within categories of information.
- W3.2d. Provide a concluding statement or section.

CT: Social Studies Frameworks (2015)

CT: Grade 3

Dimension 2: History

Connecticut and Local History
Change, Continuity, and Context

- HIST 3.2 Compare life in specific historical time periods to life today.

Perspectives

- HIST 3.5 Describe how people's perspectives shaped the historical sources they created.

Causation and Argumentation

- HIST 3.11 Explain probable causes and effects of events and developments.

Objective(s)

Bloom/ Anderson Taxonomy / DOK Language

Students will

- Explain animals and plants that inhabit the region
- Analyze how climate affects the plants and animals of the region
- Create a list of animals that could survive in the region and explain why they can survive
- Compare landforms of the specified region to other regions

Dimension 2: Economics

Exchange and Markets

- ECO 3.2 Identify examples of the variety of resources (human capital, physical capital, and natural resources) that are used.

Dimension 2: Geography

Connecticut and Local History
Geographic Representations: Spatial Views of the World

- GEO 3.2 Use maps, satellite images, photographs, and other representations to explain relationships between the locations of places and regions and their environmental characteristics.
- GEO 3.3 Use maps of different scales to describe the locations of cultural and environmental characteristics.

Human-Environment Interaction: Places, Regions, and Culture

- GEO 3.4 Explain how culture influences the way people modify and adapt to their environments.
- GEO 3.5 Explain how the cultural and environmental characteristics of places change over time.
- GEO 3.6 Describe how environmental and cultural characteristics influence population distribution in specific places or regions.

Human Population: Spatial Patterns and Movement

- GEO 3.8 Explain how human settlements and movements relate to the locations and use of various natural resources.

Content/Topics

Critical content that students must KNOW

- Explain how human and natural processes shape places
- Observe and describe how places and regions are identified, defined, and bounded
- Locate major physical and human features in a region of the United States
- Define local environmental features

Skills

Transferable skills that students must be able to DO

- 3. Communicate information clearly and effectively using a variety of tools/media in varied contexts for a variety of purposes.
- 7. Other.

- Identify states in the region
- Describe the plants and animals that inhabit the region
- Describe the climate of the region
- Identify the landforms and geography of the region
- Describe the similarities and differences between those regions and the Northeast

Core Learning Activities

Resources

Professional & Student

- The Northeast: Benchmark Education Company
- Explore Our Land: Houghton Mifflin

Assessments (Titles)

CULMINATING ASSESSMENT FOR MIDWEST, WEST, AND SOUTH UNIT
Summative: Personal Project

Students will choose to create a PowerPoint slideshow, brochure, or newspaper (academic choice projects) that will compare the northeast to the Midwest, West, or South. The following information studied in our units should be included:

- Climate
- Plants
- Animals
- Landforms

Rubric for culminating

Graduation Standards

Information Literacy
Problem Solving
Spoken Communication
Written Performance

Interdisciplinary Connections

Readers Writers workshop

assessment activity- see attached

Generic Rubric for Culminating Assessments NE, SW, MidWest, S Units.docx

Social Studies

Grade 4

Newtown Public Schools
Social Studies 4

Middle Gate School > Grade 4 > Social Studies > Social Studies 4

Last Updated: Today by Pat Kurz

Collaboration

Curriculum Document Title: Social Studies

Department/Grade Level: 4

Date of Board of Education Adoption:

Course Description: Grade 4 Social Studies will examine the growth and development of Connecticut through the lenses of Continuity, Development and Systems. This course examines Connecticut past to present.

Program/Course Philosophy: People create environments and systems comprised of unique beliefs, values, traditions, customs, and institutions as a way of meeting basic human needs. Physical environment and contact with other cultures help shape these social environments and systems.

NEWTOWN PUBLIC SCHOOLS MISSION STATEMENT

The mission of the Newtown Public Schools a partnership of students, families, educators and community, is to
INSPIRE EACH STUDENT TO EXCEL
In attaining and applying the knowledge, skills and attributes that lead to personal success while becoming a contributing member of a dynamic global community. We accomplish this by creating an unparalleled learning environment characterized by:

• High expectations • Quality instruction
• Continuous improvement • Civic responsibility

Quality education is possible if we all agree on a common purpose as we work together to continuously improve the teaching and learning process. We believe that ALL CHILDREN CAN AND WILL LEARN WELL. The system strives to establish high standards for our students, faculty, and staff through the curriculum documents. Mastery of this curriculum depends on the effort and persistence of the learner, the support of the parents, and the knowledge, skills and persistence of the staff.

In order for our students to reach the goals of cognitive achievement, students must learn how to use the process skills of decision-making,problem solving, and critical thinking. Students need to take responsibility for their learning by becoming self-directed, active participants in the educational process.

We must continuously work to improve the learning environment and the curriculum.To improve, we must analyze what we believe, what we know, and what we want before we take action to reach these goals.

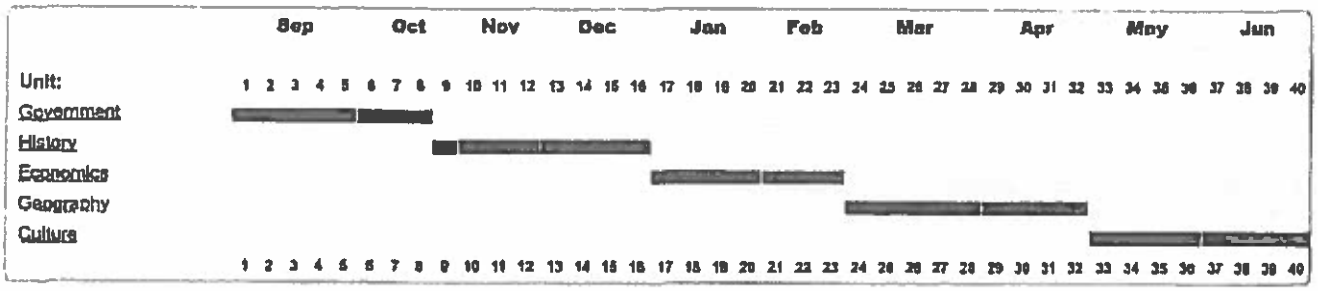
It is the responsibility of the staff of the Newtown Public Schools to provide all children with the opportunity to learn well. We believe that the students and staff will be more productive when basic human needs are met. These needs include: Belonging, the need for positive relationships; Competence, the need to be successful; Freedom, the need to have control over decisions;Fun, the need to enjoy life; and Survival, the need for shelter, food and good health. Living and working with others enriches the experiences of students. Positive self-esteem brings productivity and personal satisfaction to students and to staff. This esteem can be nurtured through opportunities to self-evaluate constructively and see performance improve as a result of work.

Newtown Public Schools
Social Studies 4

Middle Gate School > Grade 4 > Social Studies > Social Studies 4

Last Updated: Monday, October 5, 2015 by Pat Kunz

Collaboration



Newtown Public Schools
Social Studies 4

Middle Gate School > Grade 4 > Social Studies > Social Studies 4 > Week 1 - Week 8

Last Updated: Today by Joanne Morris

Government

Collaboration

Enduring Understanding(s)/ Generalization(s)

Good citizens support their community by belonging to different groups.
Democratic government distributes power to prevent or avoid abuse.

Essential Question(s)

How can citizens' shape and influence democratic processes in government?

Guiding Questions

Factual, Conceptual, Provocative

Lesson 1

- What does belonging to a group mean to you as an individual? F
- What does it mean to be a good citizen? C
- What makes you a good citizen? C

Lesson 2

- Why do we have a government? F
- How does our government work? F

Lesson 3

- How do principles (ideas) in the United States Constitution impact individual, local, state and national decisions? F
- How can citizens' shape and influence democratic processes and government? C

Lesson 4

- What events in history helped form our democratic government? F
- What would life look like without government in place? P
- How does a democratic government distribute power to prevent or avoid abuse? C

Standard(s)

Content and CCSS

CT: Social Studies Frameworks (2015)

Objective(s)

Bloom/ Anderson Taxonomy / DOK Language

Lesson 1

2

CT: Grade 3

Dimension 2: Civics

Connecticut and Local History
Civic and Political Institutions

- CIV 3.1 Distinguish the responsibilities and powers of government officials at various levels and branches of government and in different times and places.
- CIV 3.2 Explain how a democracy relies on people's responsible participation, and draw implications for how individuals should participate.
- CIV 3.3 Explain how groups of people make rules to create responsibilities and protect freedoms.

Processes, Rules, and Laws

- CIV 3.6 Explain how rules and laws change society and how people change rules and laws.

- Recognize that the need for belonging to a variety of groups is interrelated to form a community (citizenship)
- Identify the roles and responsibilities belonging requires
- Facilitate discussion to lead students to recognize that belonging to a variety of groups helps to create a community

Lesson 2

- Know the role and responsibilities of Local, State, and Federal Government
- Know the function of the branches of a democratic government
- Know that a good citizen is an active participant within a community
- Facilitate discussion to lead students to know that governments (system) make and protect the rights of citizens
- Know branches, functions, and levels of government
- Know how you are protected from or benefit by our democratic government
- Know key vocabulary

Lesson 3

- Know that the Constitution is the overarching framework for belonging to the community of the United States (balance of power or term limits)
- Know the rights of citizenship in the United States
- Know the importance of the sequence of the following major historical events: Declaration of Independence, Bill of Rights, Constitution, Connecticut Compromise (2 senators per state vs. number of representatives, equitable representation, Connecticut Charter (1662), Connecticut Constitution (1818)
- Know the responsibility of citizens to enable the government to function by: paying taxes, voting, following the rule and laws of the United States/Connecticut
- Know and identify government agencies that may assist you with specific problems/questions
- Know related vocabulary

Lesson 4

- Know the systems (government) provide structure
- Know the historical events that grew from civil disobedience (Boston Tea Party, Mutiny on the Amistad, John Brown (Harpers Ferry), Underground Railroad, Native Americans vs. immigrants, loss of freedom, Stamp Act)
- Demonstrate the cause and effect of civil disobedience: Cause, Events, Tax, Boston Tea Party, Slavery, Mutiny on the Amistad
- Develop understanding of freedom, trust, security, protest
- Using events from history, compare and contrast life with/without a democratic government
- Identify governmental abuse of power (slavery, taxation, rule, laws, unequal representation, basic freedoms)
- Define related vocabulary

Content/Topics

Critical content that students must KNOW

Skills

Transferable skills that students must be able to DO

3

a. Explain the purposes of laws and the ideas and principles that make just laws

b. Explain that individuals have rights and responsibilities to follow the law.

c. Recognize the Constitution, including the Bill of Rights, as an important document that guides our country and limits the power of government

d. Apply the process of how leaders are selected and how people monitor and influence decisions of their government (local, state, and federal).

e. Apply the concepts of liberty, tolerance and majority rule and how they relate to individual rights

f. Explain the meaning and important characteristics of citizenship in the United States

g. Establish, explain and apply criteria useful in evaluating rules and laws for solving problems and resolving conflicts between people

h. Explain the importance of taking an active role in political leadership and public service in their school and community

i. Exercise political participation by discussing public issues, building consensus and becoming involved in politics

- ***2. Work independently and collaboratively to solve problems and accomplish goals.***
- ***6. Value and demonstrate personal responsibility, character, cultural understanding, and ethical behavior.***

Core Learning Activities

Lesson 1
1.Whole group with individual response: (List, Web, Kidspiration)

a.Identify membership within groups (i.e. Family, school, sports, girl/boy scouts). In what ways do you belong to a group?

b.Identify your responsibility within your group(s). How are you important to the group? What are your responsibilities within the group(s)?

c.Determine your importance in a group(s). What happens if you do not participate or belong to a group?

d.Evaluate the consequences of leaving (being removed)/joining a group

i.Athlete suspended or absent on day of game, teacher absence, member of family away on a trip (business), student absent on meeting day for L.A., student absence from school, (Examples to facilitate class discussion. Concept to get the students to provide these examples.)

ii.Move – new job, education, religion, family, divorce

Resources

Professional & Student

Resources: See the Connecticut Adventure (chapter 12 – branches of government) and The World Almanac, Library of States Connecticut(pages 28-31), PowerPoint Presentation - government, Constitution Day September 17, Black line masters, *Schoolhouse Rock.*

The Connecticut Adventure
We the People – The Citizen and the Constitution
The Connecticut Studies Weekly
United Streaming
World Almanac – Library of the States – Connecticut
Schoolhouse Rock

2.Utilizing responses generated from class discussion (sports, family, school, girl/boy scouts)

a.Small group collaboration (groups of 3-5)

i.Develop an integrated web (focus being community) utilizing the information generated during class discussion about membership to groups.

ii.Illustrate strength, diversity and responsibility (recreation, religious, family = sense of belonging) within those groups in the community web

b.Reconvening whole class to debate how the individual small community webs offers more opportunity to the community (i.e. Compare group webs – come join our community. Students will persuade others to join their community – sell the community to other students.)

3.How is being a member of one of these groups lead one to become an active citizen or a member of a system?

4.The Connecticut Adventure (corresponding Black line Masters):

a.Demonstrate what it means to be a good citizen

i."Good Citizens" page 206

ii."I Spy!" page 207

iii. "Get Involved!" page 215

iv."Words to Understand" page 216

5.We the People – The Citizen and the Constitution (Level 1- blue)

a.Unit 5 – *What are the Responsibilities of Citizens?*

Lesson 2

1. Using district resources develop concepts of:

    1. Branches of government (judicial, executive, legislature), laws, taxes, checks and balences, constitution, election process, elected officials (mayor, selectman, governor, president etc.), types of government (democracy, monarchy, communism), state symbols, monuments

i. Use text/power point to support/Kidspiration

1. The Connecticut Adventure (corresponding Black line Masters):

a. Summarize the responsibilities of each branch of our state government.

5

i. "The Branches of Government" page 203

ii. "There Ought to be a Law!" page 204

b. Explain why we have a state government. Explain why levels of government (federal, state, local) are needed.

i. "Solving a Problem: A Constitution for Connecticut" page 109

ii. "Words to Understand" page 112

iii. "Vote for Me!" page 209

iv. "A Student Council" page 210

v. "At your Service" page 211

c. Tell why citizens pay taxes.

i. "What do Taxes Pay for?" page 205

1. Local – town official (selectman/legislative council) to present overview of job responsibilities (uphold charter etc.)
    1. Visit – town, state, federal websites
    2. State House visit
2. Monarchy class dramatic simulation – See appendix for King Proclamations and M&M
3. Citizenship project –
    1. community service project
4. We the People – The Citizen and the Constitution (level 1 –blue)
    1. Unit 3 – *How Does the Constitution Organize Our Government?*

Assessments (Titles)

Performance Task -- Government
Summative: Other written assessments
letter

Graduation Standards

Information Literacy
- Problem Solving
- Spoken Communication
Written Performance

Interdisciplinary Connections

6

Pre-Assessment - CT
Then and Now
Formative: Group Project
timeline

Newtown Public Schools
Social Studies 4

Middle Gate School > Grade 4 > Social Studies > Social Studies 4 > Week 9 - Week 16

Last Updated: Monday, October 5, 2015
by Pat Kurz

History

Collaboration

Enduring Understanding(s)/ Generalization(s)

- Contributions from immigrating individuals or groups produce social, economic, and political change
- Social, economic, and political change creates the historical path of a people or nation

Essential Question(s)

What impact do historical events and/or figures have on a community?

Guiding Questions

Factual, Conceptual, Provocative

Lesson 1

1. In what ways did Native Americans and European settlers influence the development of Connecticut? F
2. How would changing a historical event impact your life today?

Lesson 2

1. How did historical figures/events shape the development of Connecticut? F
2. What impact do historical events/figures have on a community? C
3. How would changing a historical event impact your life today? P

Lesson 3

1. How does political change shape our communities? F
2. What historical event initiated the turning point from a Monarchy to a Democracy? P
3. How would changing a historical event impact your life today? P

Standard(s)

Content and CCSS

CT: Social Studies Frameworks (2015)

CT: Grade 3

Dimension 2: History

Objective(s)

Bloom/ Anderson Taxonomy / DOK Language

Lesson 1

- Know how Native Americans used the land we now call Connecticut
- Know why European settlers immigrated to Connecticut

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Connecticut and Local History
Change, Continuity, and Context

- HIST 3.1 Create and use a chronological sequence of related events to compare developments that happened at the same time.
- HIST 3.2 Compare life in specific historical time periods to life today.

Perspectives

- HIST 3.4 Explain connections among historical contexts and people's perspectives at the time.

Historical Sources and Evidence

- HIST 3.8 Infer the intended audience and purpose of a historical source from information within the source itself.
- HIST 3.10 Use information about a historical source, including the maker, date, place of origin, intended audience, and purpose to judge the extent to which the source is useful for studying a particular topic.

- Know how European settlers used the land we now call Connecticut
- Know how the change in needs (food, shelter, clothing) influenced the transition (change) of peoples beliefs and desires (wants)
- Know key vocabulary

Lesson 2

- Know how differences in ideology (viewpoints) of the Connecticut colonists affected daily life, relationships, and future events
- Know how the colonists shaped/adapted to life in the Colony
- Know how the colonists interacted with each other and England
- Know historical figures and events (i.e. Stamp Act, Roger Sherman)
- Know key vocabulary

Lesson 3

- Know how Connecticut Colonist/Statesmen aided in the change from Monarchy to Democracy
- Know the events that impacted the ideology of the Connecticut colonists
- Know the Connecticut Compromise and balance of power
- Know why the colonies became the United States
- Know why Connecticut signed/ratified the United States Constitution
- Know why Connecticut changed its constitution in 1818
- Know the key vocabulary

Content/Topics

Critical content that students must KNOW

a. Identify ways different cultures record their histories, compare past and present situations and events, and present findings in appropriate oral, written and visual ways.
b. Demonstrate knowledge of major trends in state and local history, including history of original peoples, early settlements and selected changes over the past two centuries.
c. Describe ways in which communities and nations influence each other

Skills

Transferable skills that students must be able to DO

- ***3. Communicate information clearly and effectively using a variety of tools/media in varied contexts for a variety of purposes.***
- ***7. Other.***

Core Learning Activities

Lesson 1

1. Read/research about Native American and European Settlers in Early Connecticut

- a) Write a narrative piece from the point of view of a member (European settler, Native American) of one of these groups, demonstrating an event or activity using the land in your daily life
- b) Create a drama (play/newscast) from the point of view of a member (European settler, Native American) of one of

Resources

Professional & Student

Lesson 1

- Legend of the Charter Oak, The Old Leatherman, Lillinonah's Leap
- Connecticut Almanac
- The Connecticut Adventure
  Chapter 2 pg 44, 47, 48, 49, 51, 53
  Chapter 3 pg 59, 61, 65, 66, 67, 69
  Chapter 4 pg 48, 78, 81, 82, 83, 84, 85, 86,

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these groups, demonstrating an event or activity of your daily life
- c) Create a PowerPoint demonstrating and understanding of life in early Connecticut

2. Read CT Folktales making connections to real world events

Lesson 2

1. Whole group with individual response: (List, Web, Kidspiration)

- Write a persuasive letter from the viewpoint of a colonist (patriot) or Englishman (loyalist)
- Read CT Folktales making connections to real world events
- Write a script for one of the folktales (legends) reviewed to be role played in the classroom
- Use research notes to develop a cause and effect graphic organizer (Kidspiration)

Lesson 3

1. Whole group with individual response: (List, Web, Kidspiration)

- Review and amend your classroom constitution
- Write a feature article from a historical picture, newspaper headline, or video clip

Lesson 2

- Legend of Nathan Hale, Ethan Allen, Israel Putnam, Sarah Kemble Knight
- The Connecticut Almanac - pages 38-42
- The Connecticut Adventure (corresponding Black Line Masters):
  Chapter 5 pages 76-93
  Black Line Masters - pages 75, 98, 99, 101, 102

Lesson 3

- Video clips - Continental Congress, Declaration of Independence
- The Connecticut Almanac - pages 38-41
- The Connecticut Adventure (corresponding Black Line Masters):
  Chapter 6 pages 94-107
  Black Line Masters - BLM page 109, 112

Assessments (Titles)

Performance Task - History
Summative: Personal Project
storyboard
Performance Task - hist.docx

Graduation Standards

Information Literacy
Problem Solving
Spoken Communication
Written Performance

Interdisciplinary Connections

Newtown Public Schools
Social Studies 4

Middle Gate School > Grade 4 > Social Studies > Social Studies 4 > Week 17 - Week 23

Last Updated: Monday, October 5, 2015
by Pat Kurz

Economics

Collaboration

Enduring Understanding(s)/ Generalization(s)

Economic activity contributes to the development of a community.

Essential Question(s)

What impact do economic events and/or figures have on a community?

Guiding Questions

Factual, Conceptual, Provocative

Lesson 1

1. How did early Connecticut settlers make a living? F
2. How has the need to provide for the family changed? F
3. What businesses and industries are important to the economy of Connecticut? F
4. What encourages economic growth? C
5. How does the economy contribute to the development of a community? C

Lesson 2

1. How do global events impact the lives of all people? P

Standard(s)

Content and CCSS

CT: Social Studies Frameworks (2015)

CT: Grade 3

Dimension 2: Economics

Exchange and Markets

- ECO 3.2 Identify examples of the variety of resources (human capital, physical capital, and natural resources) that are used.
- ECO 3.3 Explain why individuals and businesses specialize and trade.

National Economy

- ECO 3.4 Explain the ways in which the government pays for the goods and services it provides.

Objective(s)

Bloom/ Anderson Taxonomy / DOK Language

Lesson 1

- Know how Industrial Revolution impacted the people of Connecticut
- Know businesses and industries that were influential to the Connecticut economy
- Know how the economy helped to shape the communities in Connecticut
- Know key vocabulary

Lesson 2

- Know key vocabulary

Content/Topics

Critical content that students must KNOW

a. Identify and give examples of resources; human, natural and capital, and explain how they are used
b. Identify the three basic questions all economic systems must answer: What will be produced? How will it be produced? For whom will it be produced?
c. Describe how the price of a good or service in a market is related to how much of it there is and how many people want it.
d. Describe how the exchange of goods and services around the world creates interdependence among people in different places.
e. Identify the individual achievements of scientists and inventors; and describe the impact of various technological developments on the local community and on the nation
f. Explain how human and natural processes shape places
g. Explain ways in which humans use and interact with environments
h. Identify locations of various economic activities and understand how physical and human factors influence them

Skills

Transferable skills that students must be able to DO

- ***1. Use real-world digital and other research tools to access, evaluate and effectively apply information appropriate for authentic tasks.***

Core Learning Activities

Lesson 1
1. Research topic

- a) Laying railroads, building a canal, working in a N.E. factory, working on a farm, interchangeable parts, Amistad(slave trade), ferry,
- b) Folk songs etc. Reader's Theater - John Henry

2. Reenactments/Role Play/Dramatize Reader's Theater of a scene from the Industrial revolution
3. Diary entry about any job during the Industrial Revolution in CT
4. Write an advertisement to attract immigrants to early Connecticut colony.

Lesson 2
1. Create a Venn Diagram comparing and contrasting Connecticut industries then and now
2. Create a Brochure advertising/depicting Connecticut industries across history
3. Develop a want ad page for jobs in Connecticut

- a) Write a fictional resume to apply for a job
- b) Write a local feature article for a newspaper, editorial/opinion, editorial cartoon

Resources

Professional & Student

Lesson 1
United Streaming

- Video clips - Industrial Revolution

The Connecticut Almanac - pages 13, 24

The Connecticut Adventure (corresponding Black Line Masters):

- Chapter 7: pages 108-129
- Black Line Masters
- BLM pages 124, 125, 126, 127, 128

Lesson 2
Literature Connection

- Landry News - Andrew Clements
- The Lorax - Suess
- The Rat Race

Junior Achievement

Technology

- Microsoft Publisher - Brochure, newspaper

United Streaming

- Video clips

The Connecticut Almanac - pages 25-27
The Connecticut Adventure (corresponding Black Line Masters):

- Chapter 9 - pages 153-173
- BLM page 157, 158 161, 162

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- Chapter 11
- BLM page 187, 189, 193, 195, 196
- Chapter 13
- BLM 225, 229, 231, 232, 233, 234, 235, 236, 237, 240

Assessments (Titles)

Performance Task - Economics
Summative: Visual Arts Project
sales pitch
Performance Task-ec.docx

Graduation Standards

Information Literacy
Problem Solving
Spoken Communication
Written Performance

Interdisciplinary Connections

Newtown Public Schools
Social Studies 4

Middle Gate School > Grade 4 > Social Studies > Social Studies 4 > Week 24 - Week 32

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by Pat Kurz

Geography

Collaboration

Enduring Understanding(s)/ Generalization(s)

Geographic features can shape land use.

Essential Question(s)

How do physical and cultural characteristics of places and world regions affect people?

Guiding Questions

Factual, Conceptual, Provocative

Lesson 1

1. What are the physical (land) and political features (Town) of the State of Connecticut? F
2. How do physical processes shape the Earth's surface and its ecosystems? F

Lesson 2

1. How did geographic features help shape the communities of Connecticut? F
2. How do physical and cultural characteristics of places and world regions affect people? C
3. How does human and environment interaction change our lives? C
4. How would the overuse of landforms impact the way people use the land? P

Standard(s)

Content and CCSS

CT: Social Studies Frameworks (2015)

CT: Grade 3

Dimension 2: Geography

Connecticut and Local History
Geographic Representations: Spatial Views of the World

- GEO 3.1 Construct maps and other graphic representations of both familiar and unfamiliar places.

Objective(s)

Bloom/ Anderson Taxonomy / DOK Language

Lesson 1

- Know key vocabulary
- Know the reasons why and describe how places and regions change and are connected
- Know and describe how places and regions are identified, defined and bounded
- Know the factors that affect the location, distribution and associations of features of the physical environment
- Know local environmental features

Lesson 2

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- GEO 3.2 Use maps, satellite images, photographs, and other representations to explain relationships between the locations of places and regions and their environmental characteristics.
- GEO 3.3 Use maps of different scales to describe the locations of cultural and environmental characteristics.

- Know key vocabulary
- Know how human and natural processes shape places
- Know the major physical and human features in the New England region and the United States
- Know places within their own and nearby communities in Connecticut
- Know the major physical and human features in the New England region and the United States

Content/Topics

Critical content that students must KNOW

a. Explain how human and natural processes shape places
b. Provide reasons why and describe how places and regions change and are connected
c. Observe and describe how places and regions are identified, defined and bounded
d. Explain the factors that affect the location, distribution and associations of features of the physical environment
e. Define local environmental features
f. Locate major physical and human features in Connecticut.

Skills

Transferable skills that students must be able to DO

- ***2. Work independently and collaboratively to solve problems and accomplish goals.***

Core Learning Activities

Lesson 1

- Use maps to locate and identify regions in Connecticut (coastal, Eastern Highland, Western Highland, and Central Lowland)
- Locate Connecticut in its country, continent, hemisphere
- Identify the Connecticut waterways (rivers, lakes, ocean)
- Locate major cities and identify their relationship to landforms

Resources

Professional & Student

Lesson 1
Technology

- United Streaming
- Google Earth

United Streaming

- Video clips

The Connecticut Almanac - pages 20-23
The Connecticut Adventure (corresponding Black Line Masters):

- Chapter 1 - pages 2-22
- BLM pages 7, 9, 11, 14, 15, 16, 17-18, 19, 20, 21, 22, 23, 24, 29, 30, 31

Lesson 2
Technology

- PC

United Streaming

- Video Clips

The Connecticut Almanac - pages 22-27
The Connecticut Adventure (corresponding Black Line Masters):

- Chapter 1 - pages 2-22
- Chapter 13 - pages 234-235
- BLM - pages 25, 28, 29
- BLM (to be used either in land or economic unit) - pages 231, 236

Assessments (Titles)

Performance Task - Geography
Summative: Written Test
map identification
Performance Task - geo.docx

Graduation Standards

Information Literacy
Problem Solving
Spoken Communication
Written Performance

Interdisciplinary Connections

Atlas Version 8.1.1

Newtown Public Schools
Social Studies 4 ...

Middle Gate School > Grade 4 > Social Studies > Social Studies 4 > Week 33 - Week 40

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by Pat Kurz

Culture

Collaboration

Enduring Understanding(s)/ Generalization(s)

A diverse population leads to a broader perspective
Population patterns, distributions and relocations of people shape a community

Essential Question(s)

How does population diversity affect a community?

Guiding Questions

Factual, Conceptual, Provocative

Lesson 1

1. What are the defining attributes (characteristics) of a culture? F
2. What different countries did early colonial settlers come from? F
3. Do immigrants that come to Connecticut today all come from the same country? F
4. What motivates a person or group of people to relocate? F

Lesson 2

1. What influences a community to transform? F
2. Can the perspectives of immigrants create cultural change? C
3. Is change driven by diversity? C

Standard(s)

Content and CCSS

CT: Social Studies Frameworks (2015)

CT: Grade 3

Dimension 2: Geography

Human-Environment Interaction: Places, Regions, and Culture

- GEO 3.4 Explain how culture influences the way people modify and adapt to their environments.
- GEO 3.5 Explain how the cultural and environmental characteristics of places change over time.

Objective(s)

Bloom/ Anderson Taxonomy / DOK Language

Lesson 1

- Know key vocabulary
- Know places of origin for early settlers and immigrants
- Know the factors related to the development of early communities
- Know population shift from farming to industrialization
- Know the reasons for immigration/migration

Lesson 2

- Know key vocabulary
- Know the reasons why people immigrated to Connecticut

- GEO 3.6 Describe how environmental and cultural characteristics influence population distribution in specific places or regions.

Human Population: Spatial Patterns and Movement

- GEO 3.7 Explain how cultural and environmental characteristics affect the distribution and movement of people, goods, and ideas.
- GEO 3.8 Explain how human settlements and movements relate to the locations and use of various natural resources.

- Know reasons why people relocate within Connecticut
- Know how culture influences peoples decisions to relocate

Content/Topics

Critical content that students must KNOW

a. Explain the patterns, distributions and relocations of people.
b. Identify the political, social and economic systems of an area.
c. Understand the elements of culture and how they change.
d. Explain locations and characteristics of human settlements and how they have changed over time.
e. Describe the characteristics of a physical and a human system.

Skills

Transferable skills that students must be able to DO

- ***4. Demonstrate innovation, flexibility and adaptability in thinking patterns, work habits, and working/learning conditions.***
- ***6. Value and demonstrate personal responsibility, character, cultural understanding, and ethical behavior.***

Core Learning Activities

Lesson 1

Research to understand the motivation for immigration/migration

- Use maps to locate and identify patterns
- Use maps to locate and identify population settlements in Connecticut

Create maps to illustrate the patterns of immigration/migration over time related to Connecticut

Lesson 2

- Brainstorm reasons why people relocate, immigrate or migrate to Connecticut
- Predict changes that could take place within Newtown or your own family that would cause people to relocate away from Newtown
- Evaluate, through compare and contrast, the change in reasons for relocation to Connecticut from the 1600's to now
- Interview a family member and neighbor(s) to discover why they live in Newtown

Resources

Professional & Student

Lesson 1
Technology

- Kidspiration

United Streaming

- Video clips

The Connecticut Almanac - pages 16-17
The Connecticut Adventure (corresponding Black Line Masters):

- Chapter 7- pages 110-111, 116-125
- Chapter 8 - pages 132-133, 140-141
- Chapter 9 - pages 154-172
- BLM page 124, 145, 157, 158, 159, 160, 161

Lesson 2
Technology

- Kidspiration

The Connecticut Almanac - pages 16-17
The Connecticut Adventure (corresponding Black Line Masters):

- Chapter 11 - pages 196-205
- Chapter 12 - pages 226-229
- BLM - pages 187, 188, 189, 190

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Assessments (Titles)

Performance Task
Summative: Other Visual Assessments
cause/effect graphic organizer
Performance Task - Cult.docx

End of the Year Culminating Task - CT - Then and Now
Summative: Dramatization
living biography

Graduation Standards

Information Literacy
Problem Solving
Spoken Communication
Written Performance

Interdisciplinary Connections

AMENDMENT NUMBER ONE

THIS AMENDMENT NUMBER ONE, effective October 31, 2015, is between the **Newtown Public Schools** ("SFA") and **Compass Group USA, Inc. by and through its Chartwells Division** ("FSMC").

WHEREAS, the SFA and Chartwells are parties to a certain agreement, dated July 1, 2014 ("Agreement"), whereby Chartwells manages the SFA's food service operation and facilities; and

WHEREAS, the parties now desire to amend the aforesaid Agreement;

NOW, THEREFORE, in consideration of the promises herein contained and for other good and valuable consideration, the parties hereto agree as follows:

Page 1 of original contract

1. Amendment of Article I, Section 1.3. Section 1.3 of the Agreement is amended by inserting the following: "The parties agree to exercise their right to renew the Agreement beginning October 31, 2015 and ending June 30, 2016."

Page 11 of original contract

2. Amendment of Article VI, Section 6.1 (C). Section 6.1 (C) of the Agreement is amended by deleting this section and replacing it with the following: "Chartwells Management Fee shall be a flat rate of Two Thousand Eight Hundred and Twenty Seven ($2,827) per month for 8 months (November through June)."

Page 11 of original contract

3. Amendment of Article VI, Section 6.1 (D). Section 6.1 (D) of the Agreement is amended by deleting the first sentence and replacing it with the following: "Chartwells Administrative Fee shall be a flat rate of Eighteen Thousand Four hundred and twenty six dollars ($18,426) per month for 8 months (November through June)."

Page 12 of original contract

4. Amendment of Article VI, Section 6.3. Section 6.3 of the Agreement is amended by deleting the section in its entirety and replacing it with the following:

   Chartwells guarantees the bottom line on the operating statement for the 2015-2016 academic year will be $100. If the annual operating statement shows a profit less than $100, Chartwells will reduce its Management and Administrative fees by the difference between the actual and guaranteed amount, up to the extent of the Management and Administrative fees. In no event shall the reimbursement obligation exceed the amount of the fees, as set forth above. This amount is based on the following assumptions remaining in effect for the entire school year.

Page 12 & 13 of original contract

(i) Reimbursement rates for The National School Lunch and Breakfast program meals will not be less than the rates in effect for the prior school year;

(ii) the value of government donated commodities and/or cash in lieu thereof will not be less than $79,015 as the stated planned assistance level;

(iii) the number of full service lunch days during the school year will not be less than 183 for elementary/intermediate, 179 for middle, and 158 for high school;

(iv) the number of serving periods, locations, serving times and types of service will not change materially;

(v) student enrollment for the term of the contract period will be not less than 4,450 students;

(vi) the selling prices of menu pattern meals will not be lower than $2.85 for elementary schools, $3.10 for middle/intermediate school and $3.35 for high school as approved by the Board of Education meeting of August 18, 2015

(vii) A la carte selections will be increased by 3%

(viii) Service will not be interrupted as a result of fire, work stoppage, strike or school closing;

(ix) FSMC shall not be responsible for lost revenue related to charged or humanitarian meals allowed by the SFA.

Page 13 of original contract

5. Amendment of Article VI, Section 6.6. Section 6.6 of the Agreement is amended by deleting this section in its entirety and replacing it with the following:

Pursuant to the terms of the Agreement, Chartwells was to fund improvements to the SFA's premises to facilitate the performance of the food service program in an amount not to exceed Ninety Thousand Dollars ($90,000). Sixty Thousand Dollars ($60,000) was to be amortized over a period of five (5) years calculated on a straight-line depreciation basis beginning August 1, 2014 and ending July 31, 2019 and was to be invoiced monthly to the SFA for the depreciation as an allowable cost of the operation. Thirty Thousand Dollars ($30,000) of the Investment was to be amortized below the line at Chartwells' expense over a period of five (5) years calculated on a straight-line depreciation basis beginning August 1, 2014 and ending July 31, 2019. As of the date of this Amendment Number One, Chartwells has invested a total of Eighty-Seven Thousand and Ninety-Five Dollars ($87,095) (the "Investment"). Fifty-Seven Thousand One Hundred and Nine Dollars ($57,109) of the Investment shall continue to be amortized on a straight-line depreciation through July 31, 2019 and shall be invoiced monthly to the SFA for the depreciation as an allowable cost of the operation. Twenty-Nine Thousand Nine Hundred and Eighty-Six Dollars ($29,986) of the Investment

shall continue to be amortized below the line at Chartwells' expense through July 31, 2019. No additional investments shall be made. An itemized list of equipment purchased with Investment monies is set forth below.

Page 14 of original contract

The SFA shall hold title to items funded by the Investment at the time they are purchased and/or installed at the SFA's facility. If the Agreement is terminated prior to full amortization of the Investment, regardless whether a permitted termination by either party, then SFA shall be liable to FSMC for repayment of the remaining, unamortized balance of the full Investment. SFA shall choose one of the following repayment options: i) pay to FSMC within thirty (30) days of the termination notice date the unamortized portion of the Investment; ii) continue to make payments to FSMC in accordance with the amortization schedule until the Investment amount is repaid in full; iii) require the successor foodservice management company to repay FSMC the full, unamortized amount; or iv) return the Investment to the FSMC in full release of the unamortized portion of the Investment. In this instance SFA shall cover all costs and expenses related to such return, including but not limited to removal and repair. *CSDE Control. No. J, 4.*

New provision

Dollar Amount	Purpose
$5,372	New overhead and counter top signage at NHS
$29,986	Remodel service line at Middle Gate Elementary
$5,516	Digital Information Casting System at NHS
$3,960	Remove old range and install convection steamer at Middle Gate Elementary
$3,024	Electrical and Installation of Char-Broiler at NMS
$1,330	Installation of Char-Broiler at Reed Intermediate
$29,986	Remodel service line at Head O 'Meadow Elementary (at Chartwells' expense)
$7,921	Electrical and custom stainless steel work in NHS for new hot well station, frozen yogurt machine and Turbo Chef oven

Page 15 of original contract

6. Amendment of Article VI. Section 6:11 Section 6:11 of the Agreement is amended by deleting this section in its entirety

7. Amendment of Article VI Section 6:12 Section 6:12 of the Agreement is amended by deleting this section in its entirety.

Page 13 no change

8. In the event the foregoing conditions are not met during the school year, Chartwells' guarantee obligation shall be reduced by an amount equivalent to

any increased cost or loss of revenue attributable to the changes in such conditions.

New provision

9. This Amendment is effective October 31, 2015. All other terms and conditions contained in the original Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be signed by their duly authorized officers, all done the day and year first above written.

Newtown Public Schools

By: _____

Name: Keith Alexander

Title: Chairman

Date: _____

COMPASS GROUP USA, INC. by and through its Chartwells Division

By: _____

Name: Rhonna Cass

Title President Schools

Date: _____

Newtown Public Schools

Gifted Program Review

November 4, 2015

During the 2014 – 2015 school-year, gifted education was reviewed by a committee of teachers and administrators. Changes to the existing program were proposed and some changes were piloted during the year. The outcome of that work, summer curriculum work and initiatives instituted this fall are reviewed below.

Staff – A full-time Teacher of the Gifted was added for the 2015 – 2016 school year. Currently, there are four Teachers of the Gifted – one full time teacher for Hawley and Head O'Meadow, one full-time teacher for Middle Gate and Sandy Hook, one 0.4 FTE teacher for Reed and one 0.4 FTE teacher for Newtown Middle School.

Name Change – With the additional staff and, therefore, additional services, a name change was proposed to reflect expanded services in the gifted program, particularly an increase in enrichment opportunities. Enrichment services are not exclusively for students identified as gifted learners, so the name change from G.A.T.E.S to ***Project Challenge*** is a more accurate representation of the broader array of services that include expanded enrichment, parent education classes, Personalized Exploration/Genius Hour, WordMasters Challenge, PSATs and increased availability of staff for SRBI, PPTs, and consultation.

Identification/Gifted Screening – All students in the third grade are given the Otis-Lennon School Abilities Test (OLSAT). Students may also be referred for identification for the gifted program by their parents, by their teachers and can self-refer. Identification is multi-criteria including input from teachers, input from parents, classroom lessons/observation of critical and creative thinking, and the administration of tests of intellectual ability. Students in subsequent grades may take a different edition of the OLSAT. Based on student need, students may have additional testing or be referred to the standard PPT process if it is suspected that the students is twice exceptional.

A change in the screening timeline has been made this year. The screening committee PPT will meet when there is adequate information collected. Instead of meeting only in December and in May, screening committee PPTs will be convened multiple times throughout the year.

Parent Education – Parent education sessions have been offered sporadically over the past 10 years. This year, the gifted education staff will offer a more formalized six week parent education class based on the How to Parent So Children Will Learn by Sylvia Rimm. The program will be designed for parents of identified gifted children, but will also be open to parents who feel that may benefit from the content.

Enrichment – Additional staff has allowed for an increase in enrichment opportunities in math in the elementary schools in third and fourth grades. Students work in small enrichment groups, focusing on curriculum aligned activities. Student groups are determined based on Stepping Stones pre-assessment scores and teacher recommendation. Groups are kept flexible based on instruction and student need. Activities include multi- step problem solving, small group discussion and reasoning, creative and critical thinking skills, as well as, higher order thinking activities. Students are encouraged to work collaboratively while solving problems that extend their thinking.

Personalized Exploration/Genius Hour – Offered to all students in the fourth grade, selected students meet one time per week for six weeks, to participate in an hour long personalized exploration period. Students identify an area of interest, select an essential question, and participate in instruction in research methods. During this time, students are introduced to the use of technology in the classroom and are guided to fine tune their research and presentation skills. The use of specific apps is taught during this time, including applications such as Key Note, Pages, i-Movie, Infographics, and more. Students will share their final products with their homeroom.

Philosophy – Through the introduction of different philosophers, fifth grade students explore leadership and logic topics. Within structured discussions, debates, readings and small group activities, contrasting philosophical viewpoints are considered. As active participants, students are expected to listen carefully and communicate their own ideas. Through the use of leadership activities, the students will engage in one mini-research component on three major leaders and what qualities and attributes made them leaders. The unit culminates with a research project titled "Do the Times Make the Leader, or Does the Leader Make the Times?"

Deductive and Inductive Reasoning – Sixth grade students learn deductive and inductive reasoning, and divergent thinking. They then apply these skills to the Future Problem Solving Model. In the spring semester students take what they have learned from the FPS model for the unit **2075. 2075** is a semester long problem solving simulation that is based on the Isaac Asimov short story "Good-bye to Earth" and incorporates research conducted by NASA and the National Space Society. As the unit begins, students are introduced to the world of 2075 where scientific advances have led to the establishment of space colonies that orbit Earth. Each sixth grade class represents a separate space colony and working as a team they must collaborate to successfully address presented challenges. Each class will end the semester with a fully established new civilization, starting with a new name and ending with a newly formed government.

WordMasters Challenge – Students in grades 4 – 8 will compete in the gifted education Gold Division of the WordMasters Challenge, an international competition that requires extensive vocabulary, verbal reasoning and critical thinking to complete 20 analogies.

PSAT – Students in grade seven and eight are eligible for a number of national talent searches such as those conducted by Johns Hopkins and Duke Universities. To qualify for these programs, students must take the SAT. To prepare students to take the SAT for these programs and to prepare them for other high-ceiling tests, middle school students took the PSAT at Newtown High School this October. The PSAT test booklet and student results are returned to the school so the students and the Teacher of the Gifted can review test taking strategies and avoid common errors in high stakes test taking.

Newtown Public Schools

Gifted Program Review

November 4, 2015

Sample Enrichment Activities – 4th grade math

Deductive Reasoning Activity - Students will practice making deductions by the process of elimination in order to reinforce the concept of place value. The activity is introduced to a small group of students by discussing the ideas of deductive reasoning and process of elimination. How can we take a general idea, and using information provided to us, break our idea down into something more specific? Students are told they are going to need to use deductive reasoning to determine a "magic" 3-digit number hidden on a number card. By following specific rules and guidelines, students are able to eventually determine the number on the card in fewer than 10 guesses. This activity is used to teach students how deductive reasoning can be helpful in all areas of academics.

Prove It Statements - Students will determine whether a mathematical statement is true or false, using evidence to back up their reasoning. The activity is introduced with the question: How many times does one have to do something to prove whether their answer is true or false? For example, if you drop a basketball and a golf ball at the same time, which object will hit the ground first? Students will come to a consensus that one or two trials is not sufficient in proving something true or false. Next students will be introduced to a number of mathematical statements, and will be asked to prove them true or false using mathematical reasoning and examples. An example of a statement that students would need to prove true or false is: Three odd numbers multiplied together always give you an odd product. Once the students have proven each statement true or false, they will be guided to create their own statements that can be proven.

Numbers Puzzles – Students are exposed to a variety of different types of numbers including, prime, square, triangular, multiples and factors. Students are then asked to work together to rearrange 25 different numbers into an array so that the number chosen satisfies both the condition given by the heading for that row and the heading for that column. Students are required to work together to determine how they can arrange all 25 numbers into the array, so that every heading is satisfied in both directions. Students are then guided to discuss what strategies they implemented in order to create their outcome.

Place Value Rounding – Students will understand the place value system by rounding decimals to any place. Students are taught about decimal numbers and how they represent an amount that is less than one whole. This is compared to their understanding of fractions. Students will then play a game in a small group, requiring them to round decimal numbers provided, to the nearest whole number in the thousands or ten thousands place, or to the nearest tenth, hundredth, or thousandth. Students will be asked to discuss the rounding strategy that they use and how far away from a whole number their decimal number is.

NEWTOWN FEDERATION OF TEACHERS

AND

NEWTOWN BOARD OF EDUCATION

2016-2020

INDEX

AGREEMENT

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

1. RECOGNITION

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

2. DEFINITIONS

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

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

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

3. BOARD RIGHTS

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

3.1.1 Enumerated Rights. The exclusive functions and rights of the Board include, but are not restricted to, the right to: direct the operation of the public schools in the system in all aspects; select and employ new personnel; manage the school system and the direction of its work force; determine methods and levels of financing and budget allocation; provide, when necessary, for the transportation of students; designate the schools to be attended by the children in the system; establish the number of schools to be utilized by the system; maintain good public elementary and secondary schools and provide such other educational

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

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

4. SAVING CLAUSE

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

5. DISCUSSION OF NEW MATTERS DURING TERM OF AGREEMENT

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

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

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

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

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

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

6. PROFESSIONAL NEGOTIATION

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

7. STRIKES

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

8. GRIEVANCE PROCEDURE

8.1 Definitions

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

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

8.1.3 "Superintendent" for the purpose of this Section shall mean and include

the Superintendent and/or his designee.

8.2 Purpose

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

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

8.3 Procedure

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

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

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

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

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

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

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

8.3.8 If any arbitration proceeding is held during school hours, the grievant, witnesses who actually testify, and one Federation representative (if the grievant is being

represented by the Federation) will be excused for the hearing without loss of pay. If any meetings under the grievance procedure are held during school hours, the grievant and a Federation representative shall be excused to attend the meeting without loss of pay.

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

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

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

8.3.12 Level One - Principal or Immediate Supervisor

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

8.3.13 Level Two - Superintendent of Schools

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

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

8.3.14 Level Three - Board of Education

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

8.3.15 Level Four - Arbitration

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

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

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

9. CLASS SIZE

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

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

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

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

9.4.1 Large group instruction.

9.4.2 Team teaching.

9.4.3 Experimental programs.

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

10. TEACHING ASSIGNMENTS

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

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

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

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

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

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

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

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

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

10.4 In arranging schedules for teachers who are assigned to more than one school, every reasonable effort shall be made to limit the amount of inter-school travel.

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

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

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

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

11. VACANCIES AND NEW POSITIONS

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

11.2 The Board shall inform teachers of all vacancies and new positions in the administrators' bargaining unit by posting a notice of that vacancy or new position on the district's website for a period of five days. The Board shall also notify the President of the Federation or designee regarding such postings by email at the time of such postings.

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

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

12. RESIGNATION

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

13. HEALTH EXAMINATIONS

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

14. EVALUATIONS AND PERSONNEL FILES

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

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

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

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

15. PROTECTION OF TEACHERS

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

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

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

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

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

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

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

16. TEACHER FACILITIES

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

16.1 Space in each classroom in which teachers may safely store instructional

materials and supplies (unless other convenient storage space is provided).

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

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

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

16.5 Adequate parking space conveniently located at each school.

17. USE OF SCHOOL FACILITIES

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

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

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

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

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

18. SCHOOL CALENDAR

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

Compensation for teachers shall be based on a 187-day work year. If the Board decides to change the length of the teachers' work year, the Board agrees to proportionately adjust the applicable teachers' salary schedule for each day added or subtracted from 187 days. The Board further agrees to provide the Federation with a minimum of thirty (30) days' notice prior to the date of actual change in the teacher's work year. For 2016-17, 2017-18, 2018-19 and 2019-20 the work year will not be reduced below 187 days.

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

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

19. SCHOOL DAY

19.1 Teachers shall arrive prior to the opening of the school day in sufficient time to prepare for a professional undertaking of the day's involvements. Typical schedules will begin not more than one-half hour before the start of class or homeroom period and end not more than one hour per day after the close of classes, not to exceed one hour per day.
Teachers may be required to remain before/after school for up to one hour to attend the staff meetings, which will be held on Tuesdays:

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

If a meeting scheduled for a Tuesday is canceled due to a school closing or early dismissal the Administration will reschedule the meeting, with notice of at least one week for teachers.

19.2 The Superintendent or his/her designee may establish working schedules for certified staff that are not identical to the standard school day. Full-time teaching staff assigned to such schedules shall not be required to work more hours in a typical week than the total

number of weekly hours worked by the average full-time teacher. Nothing herein, however, changes the normal practice that teachers fulfill job responsibilities outside of the regular school day.

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

20. ATTENDANCE

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

20.2 If the teacher is going to be absent for any reason, he shall notify the Principal or his designee of his absence and the reason therefor as soon as possible prior to the absence but in no event later than ninety (90) minutes prior to the time when the teacher is scheduled to report to school, unless he is prevented from doing so because of an illness or accident or similar reason beyond his control, in which case he, or someone for him, shall notify the Principal or his designee as soon as possible of the reason for his absence and the reason for his failure to notify the Principal within the time limits set forth above. Failure on the part of the teacher to give the ninety (90) minute notice of absence may result in progressive discipline. The teacher's notice to the Principal or his designee shall include his estimate of the duration of the absence.

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

21. DUTY-FREE LUNCH

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

22. PREPARATION PERIOD

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

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

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

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

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

22.5 Teachers required to teach an additional class or additional students as the result of the unavailability of a substitute shall be paid $42.50 per period in the intermediate, middle and high schools and $32.50 per hour for elementary schools.

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

23. PAYROLL DEDUCTIONS

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

23.2 A list of approved deductions is as follows:

Newtown Federation of Teachers
Waterbury Teachers Federal Credit Union
Tax Sheltered Annuity Plans
Supplemental Life and Disability Insurance

Medical and Dental Insurance
Direct Deposit
Flexible Benefit Plan
Western Connecticut Federal Credit Union
AFLAC

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

23.2.2 All teachers shall as a condition of continued employment join the Federation or pay to the Federation a service representation fee not to exceed the proportional cost of collective bargaining, grievance adjustment, and contract administration paid as dues by other teachers who are members of the Newtown Federation of Teachers. The Board of Education agrees to deduct from teachers' salaries said dues or service representation fee when said teachers individually and in writing authorize the Board to do so, and to transmit to the Newtown Federation of Teachers all monies so deducted accompanied by a list of the teachers' names from whom such deductions have been made and the amount of the deduction.

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

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

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

24. ISSUANCE OF SALARY CHECKS

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

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

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

COORDINATORS

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

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

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

25.4 Department Heads, the Director of Guidance, Middle School and Reed Intermediate School Curriculum Coordinators shall be directly responsible to their Principal or such other administrator as may be designated by the Superintendent and under the supervision of such administrator for the improvement of instruction in the particular subject area assigned in his school.

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

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

26. DEGREE DEFINITIONS

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

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

26.2 Master

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

26.2.2 University approved graduate program - The completion of thirty (30) credits beyond the baccalaureate degree in a planned program approved, in writing, in advance, by the Superintendent and by a college or university accredited by a regional accrediting association or National Council of Accreditation of Teacher Education.

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

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

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

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

27. PLACEMENT ON THE SALARY SCHEDULE

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

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

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

experience.

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

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

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

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

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

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

following school year, in the case of a particular teacher, in which event such teacher must have been informed, in writing, of the specific reason or reasons for withholding such increase.

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

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

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

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

28. INSURANCE

28.1 (a) For employees hired prior to July 1, 2013 only, the Board shall maintain in effect for the 2016-17 contract year a preferred provider organization (PPO) plan with the medical benefits and coverages described in Appendix D hereof. Effective July 1, 2017, the PPO plan will be eliminated.

(b) The Board shall offer a High Deductible Health Plan/HSA plan (the "HSA Plan") with deductibles of $2000 for single coverage, and $4000 for dependent coverage, with post-deductible drug copay equal to $10/$30/$50. The HSA plan shall include a health savings account feature ("HSA"), which deductibles shall be funded 50% by the Board at the beginning of each contract year and which plan is summarized in Appendix E. Effective July 1, 2017, the HSA plan will be the only medical insurance plan available to employees.

Wellness Incentive: The HSA plan set forth in this Article shall include a wellness incentive program, designed to provide early diagnosis and appropriate information to patients so that they and their health care professionals can determine appropriate, timely courses of treatment as needed. The wellness program will include preventive physical examinations. If the teacher and the teacher's spouse (if applicable) complete one preventive physical examination during the term of the contract, the Board will make a one-time contribution into the teacher's HSA, in the amount of five percent (5%) of the applicable deductible under the HSA plan. 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 five percent (5%) 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 teacher who is precluded from participating in a Health Savings Account ("HSA") because the teacher receives Medicare and/or veterans' benefits. The annual maximum reimbursement by the Board for teachers participating in the HRA shall not exceed the dollar amount of the Board's annual HSA contribution for teachers enrolled in the HSA.

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

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

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

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

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

	2016-17	2017-18	2018-19	2019-20
PPO Plan (Employees Hired Prior to 7/1/13)	25%	N/A	N/A	N/A
HSA Plan	19%	20%	21%	22%
Dental Plan	23%	23%	23%	23%

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

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

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

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

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

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

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

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

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

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

29. COURSE WORK REQUESTED BY SUPERINTENDENT

Upon the request of the Superintendent, or upon the request of a teacher and the approval of the Superintendent, the Board shall reimburse teachers who undertake and satisfactorily complete selected studies for the benefit of the Newtown public schools for tuition and books in one lump sum. These expenses shall be considered as reimbursement of out-of-pocket disbursements and shall not be considered part of the teacher's scheduled annual salary.

30. TRAVEL EXPENSES

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

31. SICK LEAVE AND OTHER DISABILITY LEAVES

31.1 All teachers shall be granted annually fifteen (15) days of sick leave with full pay. Unused sick leave will be accumulated up to but not in excess of the number of days in the work year.

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

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

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

31.5 Maternity Leave

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

32. CONFERENCE LEAVE

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

33. EXCHANGE TEACHERS LEAVE

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

34. GENERAL LEAVE

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

34.2 Military leave shall be granted in accordance with state and federal laws. Childrearing leave for a period of a full school year shall be granted to teachers, provided a request is submitted at least six (6) months prior to the start of the school year, and the leave begins not more than six months before and not more than 12 months after the birth or adoption of a child. Other requests for childrearing leave shall be subject to the approval of the Superintendent.

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

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

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

34.6 A teacher on an extended leave of absence under the provisions of this Article or Article 31 shall give the Board reasonable advance notice, in writing, of intent to return, indicating the anticipated date when the leave will terminate. A teacher whose leave is scheduled to terminate at or after the beginning of the subsequent school year shall give such notice not later than February 15th of the preceding school year. The Board shall send the teacher a written reminder, addressed to his or her last address of record, notifying the teacher that such a notice is due, not later than ten (10) calendar days in advance of such February 15th date. In the case of all other extended leaves of absence, at least sixty (60) days' notice shall be given. Failure to give notice as required herein shall, at the Board's option, be treated as a voluntary resignation of employment.

35. PERSONAL DAYS

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

35.2 Teachers shall be granted leave with full pay for a period of five (5) days following a death in the household or immediate family defined as spouse, children, siblings, stepchildren, grandchildren, parents, stepparents, foster parents, guardians, mother-in-law and father-in-law and grandparents.

35.3 Notification of such leave shall be made, in writing, to the immediate supervisor at least twenty-four (24) hours before taking such leave (except in the case of emergency) and the teacher shall state the reason for taking such leave as set forth in Section 35.1. Such leave shall be granted except in cases of extreme hardship or disability to the school system.

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

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

36. SABBATICAL LEAVE

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

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

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

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

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

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

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

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

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

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

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

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

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

36.7.2 Nature and extent of compensation received during sabbatical year.

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

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

37. GENERAL

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

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

37.3 The Board agrees to continue its practice of paying teachers for selected committee work which requires teacher involvement on weekends or in the evening or over school vacation periods, such as the summer break. When such work is done at the request of the Board, teachers shall be compensated at the rate of $42.50 per hour. Group leaders will receive an hourly rate 20% higher than other teachers.

37.4 When teachers are formally requested by either the Superintendent, the Assistant Superintendent or the building principal to attend a workshop during the summer which is considered to be an integral part of the district's goals, they will receive $150 per day, pro-rated for less than six (6) hours for their attendance. The school system may offer teachers the opportunity to attend another category of workshops entitled "Voluntary Attendance Workshops" for which there may be no remuneration other than the school system providing for the cost of the consultant.

38. TEACHER RESPONSIBILITIES

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

39. STAFF REDUCTION

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

1. General Statement

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

2. Reasons for Elimination of Certified Staff Positions

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

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

3. Definitions

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

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

4. Procedure

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

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

   B. If a teacher has attained tenure status, his or her contract of employment may be terminated if his or her position is eliminated, but only if there is no other position for which that teacher is certified and qualified available in the Newtown Public Schools. This shall include first preference with

regard to positions that are held by non-tenured teachers, in addition to positions that are open and available. When selecting teachers for termination under this procedure, the primary criterion to be applied will be successful teaching in the Newtown school system. Determination of those to be released within a certificate category shall be in the following order:

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

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

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

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

D. If the Board considers termination of the contract of a tenured teacher, it shall authorize the Superintendent to notify the teacher in writing that termination of his or her contract is under consideration. Such initial notice shall state "This is to notify you that termination of your contract of employment is under consideration."

5. Policy Provisions Not Applicable to Promotions

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

6. Reappointment Procedure

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

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

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

40. DURATION

The duration of this contract shall be four (4) years beginning with the 2016-17 school year, and shall continue and remain in full force and effect to the end of the 2019-20 school year.

41. TUITION REIMBURSEMENT

The Board agrees to budget $40,000 per year for tuition reimbursement. Teachers shall be reimbursed as follows:

- Each teacher shall be eligible for reimbursement of up to six credits per year.
- Per credit cost shall not exceed that charged by Western Connecticut State University during the applicable semester (Fall/Spring/Summer).
- The employee must receive and produce evidence of having received a grade of "B" or better in the course within one month after the conclusion of the course.
- Course work must satisfy the provisions of Article 26 of this Agreement.
- The $40,000 shall be divided into halves - one for the period July 1 to December 31, and the other for January 1 to June 30.
- If requests for reimbursement exceed the amount allocated, the funds shall be divided on a pro-rata basis.
- Teachers must notify the Superintendent of enrollment in the course by August 31 for the Fall semester, January 15 for the Spring semester, and May 15 for the Summer semester, in order to be eligible for reimbursement.

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

NEWTOWN BOARD OF EDUCATION	NEWTOWN FEDERATION OF TEACHERS LOCAL 1727, CONNECTICUT FEDERATION OF TEACHERS, AFL-CIO
By _____	By _____

APPENDIX A
SALARY SCHEDULE FOR COACHES

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

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

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

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

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

Coaches Salary Schedule

2016-17

	Category I	Category II	Category III	Category IV
Head Coaches				
Step 1	5,784	5,572	5,065	4,536
Step 2	6,122	5,875	5,380	4,874
Step 3	6,460	6,224	5,706	5,200
Assistant and J.V. Coaches, Assistant Athletic Director				
Step 1	3,826	3,680	3,308	2,983
Step 2	4,041	3,894	3,523	3,186
Step 3	4,266	4,086	3,748	3,388
MS Basketball, Baseball, and Softball &Freshman Coaches				
Step 1	2,972	2,848	2,566	2,274
Step 2	3,140	3,016	2,735	2,432
Step 3	3,298	3,186	2,882	2,600

2017-18

	Category I	Category II	Category III	Category IV
Head Coaches				
Step 1	5,958	5,739	5,217	4,672
Step 2	6,306	6,051	5,541	5,020
Step 3	6,654	6,411	5,877	5,356
Assistant and J.V. Coaches, Assistant Athletic Director				
Step 1	3,941	3,790	3,407	3,072
Step 2	4,162	4,011	3,629	3,282
Step 3	4,394	4,209	3,860	3,490
MS Basketball, Baseball, and Softball & Freshman Coaches				
Step 1	3,061	2,933	2,643	2,342
Step 2	3,234	3,106	2,817	2,505
Step 3	3,397	3,282	2,968	2,678

2018-19

	Category I	Category II	Category III	Category IV
Head Coaches				
Step 1	6,137	5,911	5,374	4,812
Step 2	6,495	6,233	5,707	5,171
Step 3	6,854	6,603	6,053	5,517
Assistant and J.V. Coaches, Assistant Athletic Director				
Step 1	4,059	3,904	3,509	3,164
Step 2	4,287	4,131	3,738	3,380
Step 3	4,526	4,335	3,976	3,595
MS Basketball, Baseball, and Softball & Freshman Coaches				
Step 1	3,153	3,021	2,722	2,412
Step 2	3,331	3,199	2,902	2,580
Step 3	3,499	3,380	3,057	2,758

2019-20

	Category I	Category II	Category III	Category IV
Head Coaches				
Step 1	6,321	6,088	5,535	4,956
Step 2	6,690	6,420	5,878	5,326
Step 3	7,060	6,801	6,235	5,683
Assistant and J.V. Coaches, Assistant Athletic Director				
Step 1	4,181	4,021	3,614	3,259
Step 2	4,416	4,255	3,850	3,481
Step 3	4,662	4,465	4,095	3,703
MS Basketball, Baseball, and Softball & Freshman Coaches				
Step 1	3,248	3,112	2,804	2,484
Step 2	3,431	3,295	2,989	2,657
Step 3	3,604	3,481	3,149	2,841

APPENDIX B
SALARY SCHEDULE FOR ACTIVITY POSITIONS

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

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

	Guidance Honors Associates Peer Counseling Yearbook Newspaper Literary Magazine Art Club SADD Director Interact Club Advisor Debate Team Junior Statesman Future Teachers of America Chess Club
Middle School	Concert Choir Math Team Tech Club Interact Photography Club Piñata Club
Elementary	Boys and Girls Athletic/Club Activities

2. Experience is credited for the sponsorship of the <u>same activity</u> in Newtown.

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

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

5. Whenever there is a vacancy or when a new position is created which will be paid under this schedule, the building principal will post notice of such position in the school for ten (10) days before a teacher is appointed to the position.

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

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

Activities Salary Schedule

2016-17

	Category A	Category B	Category C	Category D
Step 1	4,786	3,027	2,054	1,683
Step 2		3,421	2,262	1,847
Step 3		3,715	2,459	1,989

2017-18

	Category A	Category B	Category C	Category D
Step 1	4,930	3,118	2,116	1,733
Step 2		3,524	2,330	1,902
Step 3		3,826	2,533	2,049

2018-19

	Category A	Category B	Category C	Category D
Step 1	5,078	3,212	2,179	1,785
Step 2		3,630	2,400	1,959
Step 3		3,941	2,609	2,110

2019-20

	Category A	Category B	Category C	Category D
Step 1	5,230	3,308	2,244	1,839
Step 2		3,739	2,472	2,018
Step 3		4,059	2,687	2,173

APPENDIX C
SALARY SCHEDULES

Salary Schedule 2016-2017

For 2016-2017, the structure of the salary schedule shall be modified as agreed to by the parties during the negotiations for the 2016-20 contract. Using the modified salary schedule structure, there shall be a 1.79% general wage increase. There shall be step movement for 2016-2017.

STEP	BA	MA	6th Yr
1	46,343	50,461	53,788
2	48,066	51,958	55,331
3	50,827	54,493	57,913
4	52,904	56,569	59,991
5	55,730	58,677	62,098
6	58,555	60,908	64,328
7		63,291	66,711
8		65,795	69,215
9		68,604	72,026
10		71,965	75,386
11		75,508	78,929
12		78,602	82,023
13		81,391	84,811
14		85,385	88,880
15		89,377	92,949

Longevity Payments

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

*Note 30 years in Newtown

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

APPENDIX C
SALARY SCHEDULES

Salary Schedule 2017-2018

For 2017-2018, there shall be a 0.75% general wage increase. There shall be step movement for 2017-2018.

STEP	BA	MA	6th Yr
1	46,691	50,839	54,191
2	48,426	52,348	55,746
3	51,208	54,902	58,347
4	53,301	56,993	60,441
5	56,148	59,117	62,564
6	58,994	61,365	64,810
7		63,766	67,211
8		66,288	69,734
9		69,119	72,566
10		72,505	75,951
11		76,074	79,521
12		79,192	82,638
13		82,001	85,447
14		86,025	89,547
15		90,047	93,646

Longevity Payments

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

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

*Note 30 years in Newtown

APPENDIX C
SALARY SCHEDULES

Salary Schedule 2018-2019

For 2018-2019, there shall be a 0. 50% general wage increase to steps 1-14 (Steps 1-5 on the BA column) and a 1.0% general wage increase to the maximum steps. There shall be step movement for 2018-2019.

STEP	BA	MA	6th Yr
1	46,924	51,093	54,462
2	48,668	52,610	56,025
3	51,464	55,177	58,639
4	53,568	57,278	60,743
5	56,429	59,413	62,877
6	59,584	61,672	65,134
7		64,085	67,547
8		66,619	70,083
9		69,465	72,929
10		72,868	76,331
11		76,454	79,919
12		79,588	83,051
13		82,411	85,874
14		86,455	89,995
15		90,947	94,582

Longevity Payments

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

*Note 30 years in Newtown

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

APPENDIX C
SALARY SCHEDULES

Salary Schedule 2019-2020

For 2019-2020, there shall be a 1.25% general wage increase. There shall be step movement for 2019-2020.

STEP	BA	MA	6th Yr
1	47,511	51,732	55,143
2	49,276	53,268	56,725
3	52,107	55,867	59,372
4	54,238	57,994	61,502
5	57,134	60,156	63,663
6	60,329	62,443	65,948
7		64,886	68,391
8		67,452	70,959
9		70,333	73,841
10		73,779	77,285
11		77,410	80,918
12		80,583	84,089
13		83,441	86,947
14		87,536	91,120
15		92,084	95,764

Longevity Payments

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

*Note 30 years in Newtown

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

APPENDIX C
(continued)

2016 - 2020

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

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

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

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

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

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

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

Homebound Instruction: Teachers appointed to and performing the duties of a homebound instructor shall receive $47.50 per hour for each hour of instruction. This provision shall not be construed as extending the recognition clause contained in this Agreement to any person who is not regularly employed by the Board.

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

(i) by receiving additional ten percent (10%) of his or her basic salary; and

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

(iii) in the case of the Department Head for music, the specific stipend shall be determined by the number for whom he/she has the responsibility annually to actually perform evaluations.

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

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

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

APPENDIX D
HEALTH PLAN SUMMARIES – PPO

Century Preferred $30/$300/$125/$300 Newtown PS Teachers FD 208

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

Anthem.

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

Anthem.

OTHER HEALTH CARE	In-Network *Member pays:*	Out-of-Network *Member pays:*
Outpatient rehabilitative services – *50 combined visits for PT,OT,ST and Chiropractic- Excess 80/20 after deductible and coinsurance*	OV Copayment	Deductible & Coinsurance
Durable medical equipment / Prosthetic devices *Unlimited maximum per calendar year*	Covered	Deductible & Coinsurance
Diabetic supplies, drugs & equipment *Diabetic drugs are covered at in-network benefit level*	Covered under Rx Rider	
Infertility – *Covered*	Applicable Copayment	Deductible & Coinsurance
Home health care *200 visits per member per calendar year*	No Charge	$50 Deductible & 20 % Coinsurance

PREVENTIVE CARE SCHEDULES

Well Child Care (including immunizations)

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

Adult Exams

- 1 exam every year, ages 22+

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

Notes To Benefit Descriptions

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

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

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

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

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

NGF
Effective 07/01/2013

Newtown BOE Teachers FD 208

Anthem

CENTURY PREFERRED 3-TIER MANAGED PRESCRIPTION DRUG PROGRAM
$10 Copayment Generic Drugs
$30 Copayment Listed Brand-Name Drugs
$50 Copayment Non-Listed Brand-Name Drugs
$4,000 Annual Maximum

Description of Benefits		*You Pay:*
Tier 1: Generic Drugs	The term "generic" refers to a prescription drug that is considered non-proprietary and is not protected by a trademark. It is required to meet the same bioequivalency test as the original brand-name drug. Tier 1 copayment applies.	$10
Tier 2: Listed Brand-Name Drugs	The term "listed brand-name" refers to a brand-name prescription drug identified on the formulary by Anthem Blue Cross and Blue Shield. Tier 2 copayment applies.	$30
Tier 3: Non-Listed Brand-Name Drugs	The term "non-listed brand-name" refers to a brand-name prescription drug not identified on the formulary by Anthem Blue Cross and Blue Shield. Tier 3 copayment applies.	$50

		Plan Pays:
Annual Maximum	Per member per calendar year	$4,000

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

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

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

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

Pharmacy Programs

Voluntary Mail-service Program

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

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

National Pharmacy Network

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

Non-participating Pharmacies

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

Points to Remember

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

Prescription Drug Eligibility

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

Limits and Exclusions

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

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

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

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

APPENDIX E
HEALTH PLAN SUMMARIES – HSA

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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

For 2015, contributions can be made to your HSA up to the following:

$3,350 individual coverage
$6,650 family coverage

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

Earn More Money for Your Account

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

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

Healthy Rewards

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

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

Plus – To help you stay healthy, use:

Preventive Care

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

Preventive Care

No 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.

Annual Deductible Responsibility

$2,000 individual coverage
$4,000 family coverage

If Needed –

Traditional Health Coverage

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

Traditional Health Coverage

After your bridge, the plan pays:

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

Additional Protection

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

Annual Out-of-Pocket Maximum

In-Network and Out-of-Network Providers

$ 5,000 individual coverage
$10,000 family coverage

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

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

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Lumenos

Lumenos HSA Plan Summary

Healthy Rewards Program

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

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

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

Summary of Covered Services

Preventive Care

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

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

The following is a list of covered preventive care services:

Well Baby and Well Child Preventive Care

Office Visits through age 18; including preventive vision exams.

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

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

Adult Preventive Care

Office Visits after age 18; including preventive vision exams.

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

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

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Lumenos

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 calender 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.

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Lumenos HSA Plan Summary

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

Additional limitations and exclusions may apply

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LUMENOS

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

MEMORANDUM OF AGREEMENT

The Newtown Board of Education (the "Board') and the Newtown Federation of Teachers (the "Federation") agree as follows:

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

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

NEWTOWN BOARD OF EDUCATION	NEWTOWN FEDERATION OF TEACHERS
By:_____	By:_____
Date:_____	Date:_____

Please Note: These minutes are pending Board approval.

Board of Education
Newtown, Connecticut

Minutes of the Board of Education special meeting on October 26, 2015 at 7:00 p.m. in the Board of Education conference room, 3 Primrose Street, Newtown, CT.

K. Alexander, Chair	J. Erardi
L. Roche, Vice Chair	R. Mills
K. Hamilton, Secretary (absent)	4 Public
D. Leidlein	1 Press
J. Vouros	
D. Freedman (absent)	
M. Ku	

Item 1 – Call to Order
Mr. Alexander called the meeting to order at 7:07 p.m.
MOTION: Mr. Vouros moved that the Board of Education go into executive session to discuss an attorney-client privileged communication regarding disclosure of Board communications and invited Dr. Erardi and Attorney Richard Mills. Mrs. Roche seconded. Motion passes unanimously.

Item 2 – Executive Session
The Board came out of executive session at 9:00 p.m.
Item 3- Public Session
Mr. Alexander said their concern is about a Board communication released to the public and how that happened. If someone intentionally sends something out we have to be concerned about our own privacy.

Mrs. Leidlein asked if anyone has come forward with any information.
Mr. Alexander stated that no one has come forward.

Mrs. Roche said we have to understand how this breach occurred.
Mrs. Leidlein said to work together there has to be a level of trust which now has been broken.
Mrs. Ku feels the unauthorized release of information undermines the work of this Board and prevents us from doing our work. Those who received the confidential information could also come forward.
Mr. Vouros said this issue is about the trust factor in other Board members.

MOTION: Mrs. Leidlein moved that the Board of Education authorize the Board Chairperson, acting on behalf of the Board and in coordination with the Board's legal counsel, Shipman and Goodwin, to initiate the retention of an independent investigator for the purpose of conducting an investigation regarding the unauthorized disclosure of an attorney-client privileged communication. Mr. Vouros seconded.

Mr. Alexander said the Superintendent, Attorney and he would find an investigator which needs to take place soon. He prefers to spend this money on students; however, this concern compromises trust with the Board.
Mrs. Leidlein agrees that the Board of Education has to have a consistent way of dealing with confidential information because there could be dangerous legal ramifications.
Motion passes unanimously.

MOTION: Mrs. Leidlein moved to adjourn the meeting. Mrs. Roche seconded. Motion passes unanimously.

Item 3 – Adjournment
The meeting adjourned at 9:10 p.m.

Respectfully submitted:

_____
Keith Alexander
Chair