PROFESSIONAL AGREEMENT

BETWEEN THE

BETHANY BOARD OF EDUCATION

AND THE

BETHANY EDUCATION ASSOCIATION

2021-2024

TABLE OF CONTENTS

ARTICLE I AGREEMENT, PURPOSE, AND RECOGNITION

A. Purpose and Scope 1
B. Recognition 1
C. Amendment 1
D. Duration 1
E. Professional Negotiation 1
F. Severability 1

ARTICLE II PERSONNEL POLICIES

A. Personnel Advisory Functions 2
B. Certification Expiration Notice 2

ARTICLE III SALARY SCHEDULE AND INSURANCE BENEFITS

A. Salary Schedules 2021-2024 2
B. Placement on the Salary Schedule 4
C. Salary Increments 4
D. Coordinators and Other Stipend Assignments 4
E. Insurance Benefits 5
F. Payment in Lieu of Insurance 7
G. Group Insurance Premium Payment for Retirees 8
H. Insurance Benefits for Survivors 8

ARTICLE IV AUTHORIZED DEDUCTIONS 9

ARTICLE V IRS 403(b) RETIREMENT PLAN 9

ARTICLE VI SEVERANCE PAY 9

ARTICLE VII COURSE REIMBURSEMENT 10

ARTICLE VIII AGENCY SHOP 10

ARTICLE IX ADDITIONAL COMPENSATION 11

ARTICLE X DEGREE DEFINITIONS

A. Bachelor's Degree 11
B. Master's Degree 11
C. Master's Degree Plus 15 Credits 11
D. Sixth Year 12

ARTICLE XI PAYROLL PROCEDURE

A. Pay Options - 10 Month Personnel 12
B. Option Notification by Teachers 12
C. Teacher Termination 12
D. Withholding Salary Payments at Year End 12

ARTICLE XII LEAVE POLICIES

A. Sick Leave 13
B. Special Leaves 13
1. Personal Leave 13
2. Bereavement Leave 14
3. Military Service (Reserve and National Guard) 14
4. Jury Duty 14
C. Maternity Leave 15
D. Child Care Leave of Absence 15
E. Sabbatical Leave 16
1. Authorization 16
2. Eligibility and Qualifications 16
3. Purpose 17
4. Financial Considerations 17
5. Status Upon Returning 18

ARTICLE XIII GRIEVANCE PROCEDURE

A. Purpose 18
B. Definition 18
C. Level One-Principal 19
D. Level Two-Superintendent 19
E. Level Three-Board of Education 19
F. Impartial Arbitration 20
G. Miscellaneous 20

ARTICLE XIV SEPARATION AND RECALL

A. Separation 21
B. Recall 21

ARTICLE XV EMPLOYMENT AND SCHOOL YEAR

A. Teacher Employment Year 22
B. Impact 22
C. School Year 22

ARTICLE XVI WORKING CONDITIONS

A. Teacher Work Day 22
B. Preparation Periods 23
C. Teacher Responsibility During Special Instruction 23

ARTICLE XVII TRANSFERS/CHANGE IN ASSIGNMENT

A. Transfer 24
B. Change in Assignment 24
C. Notification 24

ARTICLE XVIII TEACHER PERSONNEL FILES 24

ARTICLE XIX TEACHER MANUAL 25

ARTICLE XX HEALTH AND SAFETY IN THE WORKPLACE 25

ARTICLE XXI JUST CAUSE 25

ARTICLE XXII SIGNATURE BLOCK 25

APPENDICES FORMS

APPENDIX A - Grievance Form A 26
APPENDIX B – Bethany Contract of Employment 28
APPENDIX C - Annual Salary Notice 29
APPENDIX D - Stipend List 30

ARTICLE I
AGREEMENT, PURPOSE, AND RECOGNITION

A. PURPOSE AND SCOPE

1. This Agreement is negotiated under Section 10-153a-j of the General Statutes of the State of Connecticut, as amended, in order to fix for its term the salaries and other conditions of employment provided herein.

2. Previously adopted policies, rules or regulations in conflict with this Agreement are superseded by this Agreement.

3. Unless expressly limited by a specific section of this agreement, the rights, powers, authority and responsibility held by the Board of Education under any town charter, general, or specific act of the legislature, town ordinance, regulation, or other type of lawful provision, over matters involving the Bethany School system, including but not limited to full control over the policies, practices, procedures and regulations with respect to employees of the Board shall remain vested solely and exclusively in the Bethany Board of Education.

B. RECOGNITION

The Board hereby recognizes the Bethany Education Association as the exclusive representative, as defined in 10-153a of the Connecticut General Statutes, as amended, for the entire group of certified professional employees of the Board in positions requiring a teaching or special services certificate, excluding the superintendent and personnel in positions requiring an administrative certificate.

C. AMENDMENT

This Agreement shall not be altered, amended, or changed except in writing, signed by both the Board and the Association, which amendment shall be appended hereto and become a part hereof.

D. DURATION

The provisions of this Agreement shall be effective as of July 1, 2021 and shall continue and remain in full force and effect to and including June 30, 2024.

E. PROFESSIONAL NEGOTIATION

The Board and the Association agree to negotiate in good faith, pursuant to Section 10-153a-j of the General Statutes as amended, in accordance with the procedure set forth herein, to secure a successor agreement relative to matters concerning salaries and other conditions of employment.

F. SEVERABILITY

In the event that any provision or portion of the Collective Bargaining Agreement is ultimately ruled invalid for any reason by an authority of established and competent legal jurisdiction, such provision or portion shall be severed from the Collective Bargaining Agreement, and the balance and remainder of the Collective Bargaining Agreement shall remain in full force and effect.

ARTICLE II
PERSONNEL POLICIES

A. PERSONNEL ADVISORY FUNCTIONS

If the professional staff wishes to suggest a change to the professional personnel policies, the staff shall inform the Board of Education via the Superintendent, in writing, of the nature of the change and the Board may include on its agenda, a discussion with the Association of the suggested change within the next two regularly scheduled Board of Education meetings.

B. CERTIFICATION EXPIRATION NOTICE

The superintendent will make available to the Bethany Education Association, a copy of the notification from the State Department of Education of the expiration of the provisional certificates as soon as practical after receipt of same.

ARTICLE III
SALARY SCHEDULES AND INSURANCE BENEFITS

A. SALARY SCHEDULES - 2021-2022 through 2023-2024

2021-2022

Step	BA	MA	MA+15	6th Yr
4	50,057	51,498	52,942	54,385
5	51,358	52,837	54,318	55,799
6	52,693	54,211	55,731	57,250
7	54,063	55,621	57,180	58,738
8	55,469	57,067	58,666	60,265
9	56,911	58,550	60,192	61,832
10	58,391	60,073	61,757	63,440
11	59,909	61,635	63,362	65,089
12	61,467	63,237	65,010	66,782
13	63,065	64,881	66,700	68,518
14	64,705	66,568	68,434	70,299
15	66,387	68,299	70,214	72,127
16	68,113	70,075	72,039	74,003
17	69,884	71,897	73,912	75,927
18	71,701	73,766	75,834	77,901
19	73,565	75,684	77,805	79,926
20	75,478	77,652	79,828	82,004
21	77,440	79,671	81,904	84,136
23	81,519	83,867	86,218	88,568
24	85,146	87,584	90,025	92,466

2021-22: Drop step 22 and $500 at max. Teachers move from step 21 to step 23

		2022-2023		
Step	**BA**	**MA**	**MA+15**	**6th Yr**
4				
5	51,358	52,837	54,318	55,799
6	52,693	54,211	55,731	57,250
7	54,063	55,621	57,180	58,738
8	55,469	57,067	58,666	60,265
9	56,911	58,550	60,192	61,832
10	58,391	60,073	61,757	63,440
11	59,909	61,635	63,362	65,089
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19	73,565	75,684	77,805	79,926
20	75,478	77,652	79,828	82,004
21	77,440	79,671	81,904	84,136
23	81,519	83,867	86,218	88,568
24	85,646	88,084	90,525	92,966

2022-23: Drop step 4 and $500 at max

		2023-2024			
Old Step	**New Step**	**BA**	**MA**	**MA+15**	**6th Yr**
6	1	52,693	54,211	55,731	57,250
7	2	54,063	55,621	57,180	58,738
8	3	55,469	57,067	58,666	60,265
9	4	56,911	58,550	60,192	61,832
10	5	58,391	60,073	61,757	63,440
11	6	59,909	61,635	63,362	65,089
12	7	61,467	63,237	65,010	66,782
13	8	63,065	64,881	66,700	68,518
14	9	64,705	66,568	68,434	70,299
15	10	66,387	68,299	70,214	72,127
16	11	68,113	70,075	72,039	74,003
17	12	69,884	71,897	73,912	75,927
18	13	71,701	73,766	75,834	77,901
19	14	73,565	75,684	77,805	79,926
20	15	75,478	77,652	79,828	82,004
21	16	77,440	79,671	81,904	84,136
23	17	81,519	83,867	86,218	88,568
24	18	86,146	88,584	91,025	93,466

2023-24: Drop step 5; $500 at max and renumber steps. Old and New step numbers shown for clarification purposes.

NOTE: REFER TO ARTICLE IX OF THIS AGREEMENT FOR LONGEVITY STIPEND

B. PLACEMENT ON THE SALARY SCHEDULE

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

2. Degree status as defined in Article X DEGREE DEFINITIONS.

3. Full credit may be given, at the discretion of the Superintendent, for previous teaching experience in elementary public 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 service will not be credited as previous teaching experience.

4. Credit for active service in the Armed Forces of the United States. Two years or more of military service will be recognized for a maximum credit or one salary step.

5. The Board or its designee shall review other professional, military, or nonmilitary experience in relation to the proposed teaching assignment and shall, at its discretion, grant credit for such experience.

C. SALARY INCREMENTS

1. Salary increments, when provided in the salary schedule, are not automatic. They are granted only where there is professional growth in service and a high standard of teaching, as attested to by an evaluation system implemented in accordance with Connecticut State guidelines.

2. When a teacher has completed work for an advance horizontal placement on the salary schedule, he/she will receive the appropriate increment on the first payroll cycle of the school year, if the Superintendent has been notified, in writing, by December 30 of the preceding school year. Notification forms will be sent out to the teachers on or before December 1.

3. In order to receive credit on the salary schedule for a year's experience, a teacher must have taught for at least ninety-one (91) days at an employment status of fifty percent (50%) salary or more.

D. COORDINATORS AND OTHER STIPEND ASSIGNMENTS

1. The stipend for extra duty assignments shall be as follows:

   a. Team Leader $2,000
   (Additional hours, meetings, responsibilities, evening meetings as necessary)

   b. Other stipends may be created at any time at the discretion of the Superintendent, within budgetary restrictions, to enhance the educational program. A list of the current stipends can be found at Appendix D.

E. INSURANCE BENEFITS

Notwithstanding any prior contractual provision to the contrary, the Board shall provide, for each individual teacher and his/her family if desired, the following health insurance benefits.

In each case where the name of a particular company or a specific plan has been used in this section, the intent is to indicate a general type of insurance and not to establish a relationship with one particular company or with any specific plan. The Board of Education shall have the right to change insurance carriers and/or to self-insure in whole or in part in order to provide the insurance coverage set forth below, provided that coverage which results from a change in carriers and/or self-insurance is substantially equivalent to (or better than) the coverage negotiated and described below, in terms of coverage, benefits and administration. Any change in carrier will not result in disruption of more than ten percent (10%) of the top one hundred (100) providers used in terms of encounters (number of visits). Prior to changing carriers under this section, the Board shall notify the President of the Association at least forty-five (45) days in advance of the nature of the change and the reasons for the change. If the Association disagrees that the substitute insurance carrier's proposed policy is substantially equivalent, the Association must notify the Board of their objection, in writing, no later than thirty (30) days prior to the effective date of the carrier change, by filing a grievance, commencing at the arbitration level of the process.

The HDHP/HSA plan shall be the core insurance plan. The premium cost share for the HSA Plan for all teachers shall be twenty-four percent (24%) of the total HDHP premium for 2021-22, twenty-four percent (24%) of the total HDHP premium for 2022-23, twenty-five percent (25%) of the total HDHP premium for 2023-24. The Board shall pay the remainder of the premium.

To be eligible to receive these insurance benefits, each employee must submit a written wage deduction authorization permitting the Board to deduct from the employee's salary his/her share of the amount of the premium set forth above. Each employee will be informed of the premium in writing prior to the first or any revised deduction. An employee may forgo or withdraw from full coverage rather than pay his/her share of the premium.

Teachers with contracts of employment less than 1.0 full time equivalent (FTE) will share the cost of health insurance (medical and dental) as follows:

.9 FTE = 70% Board/30% employee
.8 FTE = 60% Board/40% employee
.7 FTE = 50% Board/50% employee
.6 FTE = 40% Board/60% employee
.5 FTE = 30% Board/70% employee
<.5 FTE = No benefits

1. Health Savings Account (HSA) Plan

Cost Share Provisions	In-Network	Out-of-Network
Annual Deductible (individual/aggregate family)	$2,500/$5,000*	$3,500/$7,000
Co-insurance	100%	20/80% after deductible, up to co-insurance maximum
Annual Out-of-Pocket Maximum Co-insurance	$3,000/$6,000	$5,000/$10,000
Prescription Drug Coverage	Treated as any other medical expense, subject to deductible, once deductible is met, then $5/25/40 copay per prescription	Subject to Out-of-Network deductible and 80/20% coinsurance.
Lifetime Maximum	Unlimited	Unlimited
Preventive Care	Deductible not applicable	20% after deductible, subject to co-insurance limits

a. The Board will contribute one thousand two hundred fifty dollars ($1,250) of the HSA deductible amount for single coverage and two thousand five dollars ($2,500) of the HSA deductible amount for two person/family coverage:

The Board's contribution toward the HSA deductible will be deposited into the HSA accounts in two installments, the first installment shall be deposited on the first payroll date in September and the second installment shall be made in February of each school year. The parties acknowledge that the Board's contribution toward the funding of the HSA plan is not an element of the underlying insurance plan, but rather relates to the manner in which the deductible shall be funded for active employees. The Board shall have no obligation to fund any portion of the HSA deductible for retirees or other individuals upon their separation from employment.

b. Should any Federal statute or regulation pertaining to Internal Revenue Code §49801, otherwise known as the Affordable Care Act, or any other Federal or State statute or regulation be mandated to take effect triggering the imposition of an excise tax with respect to any of the contractually agreed upon insurance plans, the parties agree to commence mid-term negotiations to address the excise tax in accordance with the Teacher Negotiations Act. Such negotiations shall be limited solely to the distribution of payment of the excise tax, health insurance, plan offerings, coverage, design and premium cost share. Other negotiated subject matter in the collective bargaining agreement shall not be subject to this reopener.

2. Dental Plan

   a. Preventive services - 100%
   b. General Services - 85%
   c. Prosthetic services - 50%
   d. $50/$150 calendar year deductible, section b & c only;
   e. $1,500 calendar year maximum.

   The premium cost share for dental insurance for all teachers for the duration of this contract shall be twenty-four percent (24%) for 2021-22, twenty-four percent (24%) for 2022-23, twenty-five percent (25%) for 2023-24.

3. Group Life Insurance coverage will be $50,000 of benefit coverage per teacher.

4. The insurance benefits above will remain in effect until August 31, providing that the teacher completes the full assignment for that contract year.

5. The Board shall maintain a "Section 125" Salary Reduction Agreement which shall be designed to permit exclusion from taxable income of the employees' share of health and life insurance premiums and other benefits as agreed. The Board makes no representations or guarantees as to the initial or continued viability of such a Salary Reduction Agreement, and shall incur no obligation to engage in any form of impact bargaining in the event that a change in law reduces or eliminates the tax-exempt status of employee insurance premium contributions. So long as the Board makes a good faith effort to comply with this paragraph, neither the Association nor any teacher covered by this Agreement shall make any claim or demand, nor maintain any action against the Board or any of its members or agents for taxes, penalties, interest or other cost or loss arising from a flaw or defect in the Salary Reduction Agreement, or from a change in law which may reduce or eliminate the employee tax benefits to be derived therefrom.

F. PAYMENT IN LIEU OF INSURANCE

1. Full-time teachers eligible for family or two person (couple) coverage may receive an annual salary stipend of $2,000 in lieu of health insurance (medical and dental) coverage provided under this article, paid in two installments (September and February). Teachers who receive health insurance (medical and dental) coverage from the Bethany Board of Education through a spouse or parent are not eligible to receive this stipend. Teachers who are not employed for the full school year shall receive a prorated payment. Teachers not employed as of January 1 shall not be eligible for such payment.

   In order to receive such payment a teacher must notify the office of the superintendent in writing no later than July 1 in the year preceding the school year in which the payment is to be made. The availability of this benefit and the reinstatement of any insurance benefits are subject to the terms of the Board's insurance policies prevailing at the time the employee seeks payment in lieu of insurance or reinstatement and is contingent upon no additional cost being assessed against the Board above the normal group rate as a result of an employee's exercise of his/her options under this section. At no time shall the Board be deemed a self-insurer.

2. Teachers employed in less than full time positions eligible for family or two person (couple) coverage may receive a prorated annual salary stipend based on $2,000 in lieu of health insurance (medical and dental) coverage provided under this article in accordance with the following:

.90 FTE = 85%
.80 FTE = 70%
.70 FTE = 55%
.60 FTE = 40%
.50 FTE = 25%

3. During the period of insurance waiver, a teacher, who has waived insurance coverage, shall be reinstated to the insurance program provided the teacher's request is in writing to the Superintendent, and is for a substantial reason such as, but not limited to, the death of a spouse, divorce, and in other instances where insurance coverage not provided by the Bethany Board of Education but available to the teacher, is lost. Prior to reinstatement the teacher shall reimburse the Board the appropriate pro-rata portion of the payment in lieu of insurance (buy-out) or shall effect repayment by means of authorized payroll reduction within the current school year. Reinstatement shall be in accordance with the regulations of the carriers and applicable federal and state laws such as the Affordable Care Act.

G. GROUP INSURANCE PREMIUM PAYMENTS FOR RETIREES

Upon retirement under the Connecticut State Teacher Retirement system, each teacher shall have the option to continue in group health insurance plans and Life Insurance plans for which they are eligible at his/her own expense, in accordance with the standard policies and practices of their respective carriers.

H. INSURANCE BENEFITS FOR SURVIVORS

Upon the death of a teacher actively employed by the Bethany Board of Education, his or her spouse, including dependent children through age 24, shall have the option of continuing the Bethany Board of Education group medical insurance program. The Board will, upon request, continue to assume the cost of such coverage for a period of six (6) months. After this six month period, the former employee's survivor may continue participation in the group plans at his or her own expense.

ARTICLE IV
AUTHORIZED DEDUCTIONS

The Board of Education and its agent's will to the best of their ability, monitor the accuracy of deductions pertaining to professional organization, insurance and annuities. However, the Board and its agents cannot ensure the accuracy of any amounts provided by the agent of these plans. Moreover, it is the implicit responsibility of each employee to verify the accuracy of these deductions as they occur. Approved deductions are as follows:

A. Teacher Retirement
B. Withholding Tax
C. Credit Union (as approved by the faculty association)
D. Dues to Professional Organizations (Local, State, National)
E. Disability Insurance - a mutually agreed upon carrier
F. Tax Sheltered Annuity Medical / Dental Benefits

ARTICLE V
IRS 403(b) RETIREMENT PLAN

Teachers shall be eligible to participate in a Retirement Plan established pursuant to Internal Revenue Service Regulation 403(b) as amended from time to time. There will be no more than five (5) vendors or 403(b) contract providers in the plan at any one time. These vendors or contract providers shall be selected by the Bethany Education Association.

ARTICLE VI
SEVERANCE PAY

Upon retirement under the Connecticut State Teacher Retirement System, or death, a teacher or his/her estate shall be paid for a percentage of all accumulated unused sick leave days not to exceed one hundred and fifty (150) days. This sum of money shall be computed at the rate of $30 for each day of unused accumulated sick leave. Payment shall be determined as follows:

(a) Up to 50 accumulated sick days = 40% (50 days @ 40% = 20 days @ $30 = $ 600)
(b) 51 to 100 accumulated sick days = 60% (100 days @ 60% = 60 days @ $30 =$1,800)
(c) 101 to 188 days = 80% (188 days @ 80% = 150 days @ $30 = $4,500)

A teacher is required to give the Superintendent a letter of resignation for the purpose of retirement at least one calendar year prior to the date of retirement to be eligible to receive this benefit. This benefit may be paid in the fiscal year following the fiscal year after the teacher's retirement.

Teachers hired on or after July 1, 2012 shall not be eligible for this benefit.

ARTICLE VII
COURSE REIMBURSEMENT

A. The Board will budget $6,000 for course reimbursement per fiscal year.

B. Course reimbursement to a teacher after satisfactory completion of a course shall not exceed $1000 per course.

C. Course reimbursement shall be limited to one course per teacher per fiscal year.

D. Courses must have prior approval of the Superintendent of Schools. All courses must carry academic credit and be a graduate level course at a fully accredited institution of higher learning in a course of study for the Master's Degree, the Sixth Year degree or the Doctorate in a topic directly related to the teacher's assignment or education. The decision of the Superintendent is final and not subject to grievance. However, in the case of denial, a teacher may appeal to the Board of Education for reconsideration.

E. Fiscal year as herein used is defined as the year ending June 30.

F. In the event that there are funds remaining as of May 1, these funds shall be divided among the teachers who satisfactorily completed pre-approved courses but for which no money was available for reimbursement. In the event that the above condition does not exist, teachers who completed a second approved course shall be eligible for reimbursement.

ARTICLE VIII
AGENCY SHOP

A. All teachers employed by the Board may join the Association. The Board agrees to deduct from each teacher who has authorized such deductions in writing an amount equal to the Association membership dues by means of payroll deductions. The amount of Association membership dues shall be certified by the Association to the Board prior to the opening of school each year.

B. The Association agrees to defend, indemnify and hold harmless the Board against any and all expenses, liability suits or claims, which arise under this article and/or from the Board's action in compliance with the provisions of this article, including, but not limited to, any or all expenses involved in the termination of a teacher pursuant to this article. The Board agrees that the Association shall assume the exclusive legal defense of any such claim or lawsuit. In assuming such defense of the Board's behalf, the Association shall hire and compensate legal counsel. Legal counsel hired by the Association shall confer with the Board or its representatives concerning the defense of the claim or lawsuit against the Board. The Association shall have the right to compromise or settle any claim or lawsuit against the Board under this section.

ARTICLE IX
ADDITIONAL COMPENSATION

A. Teachers who write curriculum outside of the school day or school year at the direction of the Superintendent or his/her designee shall be compensated at $45 per hour. Other professional work performed outside of the school day or school year that requires the use of the teacher's certification but is not part of the professional responsibilities of the teacher's assignment (homebound instruction, student evaluations, etc) shall be compensated at $50 per hour. All such work shall be approved in advance by the Superintendent or his/her designee.

B. Additional longevity compensation shall be paid to teachers at the maximum level of the salary schedule (Article III) who have attained twenty (20) years of teaching experience and at least ten (10) years of teaching experience in Bethany, beginning in the year following their attainment of the maximum step on the salary schedule and attainment of the above-referenced experience. This compensation shall be as follows:

$2,000

Longevity compensation shall be added to the salary indicated at the appropriate step on the salary schedule (Article III) to determine each teacher's annual base salary. This benefit shall not be available to teachers hired after June 30, 2015.

ARTICLE X
DEGREE DEFINITIONS

The salary schedule listed in the appendices of this agreement shall be interpreted and applied in accordance with the following definitions. All programs referred to herein shall be limited to those accredited by a regional accrediting agency such as the New England Association of Schools and Colleges or other comparable accrediting agency.

A. BACHELOR'S DEGREE

1. A Baccalaureate Degree earned from an accredited college or university.

B. MASTER'S DEGREE

1. A Master's Degree in the field of education or other related field from an accredited college or university.
2. 30 credits or a Master's Degree not in the field of education or the related field, or an approved program, with the approval of the Board of Education.

C. MASTER'S DEGREE PLUS 15 CREDITS

1. 15 credits beyond the Master's Degree in the field of education or other related field from an accredited college or university.
2. 45 credits beyond the Bachelor's Degree not in the field of education or other related field, or an approved program, with the approval of the Board of Education.

D. SIXTH YEAR

1. A Second Master's Degree in the discipline other than the discipline in which the initial Master's Degree was attained in the field of education or related field from an accredited college or university.
2. The completion of 30 credits beyond the Master's Degree in an approved program in the field of education or related field from any accredited college or university.
3. A Sixth Year Certificate from an accredited college or university in the field of education.

ARTICLE XI
PAYROLL PROCEDURE

A. PAY OPTIONS-10 MONTH PERSONNEL

All teachers shall be paid via direct deposit.

All teachers serving on a ten month work year basis, shall have the following pay options:

1. Equal payments over a ten-month period.

2. Equal payments for a twelve-month period with a lump sum payment being made on the last pay period in June, for pay due in July and August.

B. OPTION NOTIFICATION BY TEACHERS

Teachers currently in the system must notify the Administration, in writing, which option they desire prior to departure in June. In no case may changes be made after the first working day for teachers for the school year.

C. TEACHER TERMINATION

Teachers terminating their employment in June shall be paid according to Section D of this Article, receiving a lump sum payment of amount due on or before June 30.

D. WITHHOLDING SALARY PAYMENTS AT YEAR END

The Board of Education reserves the right to withhold future salary payments on teachers working on a ten month work year until all work is complete at the end of the school year.

ARTICLE XII
LEAVE POLICIES

A. SICK LEAVE

1. Each teacher under a full-time contract shall be allowed fifteen (15) days sick leave with full pay each school year for use during the school year. Unused sick days shall be accumulated from year to year up to one hundred eighty-eight (188) days. Sick leave shall be prorated for teachers who are not employed a full school year.

2. After sick leave with full pay has been exhausted, the teacher shall be paid the difference between his/her salary per diem and the salary per diem of the substitute for an additional thirty (30) days. The teacher's salary on a per diem basis will be calculated as 1/188th of his/her total salary.

3. When a teacher has been absent because of personal illness for more than five (5) consecutive days, or when there is sick day usage that is cause for suspicion of misuse, the Superintendent or designee (not a member of the BEA or bargaining unit) may request the teacher to present a doctor's certificate explaining the absences.

4. If a teacher is injured in the line of duty, he/she shall receive the difference between his/her full salary and the amount he/she receives from Workman's Compensation for a period not to exceed thirty (30) days.

5. Sick leave shall be used for personal illness, but up to five (5) days per year of accumulated sick leave may be used for the care of an ill parent, child, spouse or member of the teacher's household.

B. SPECIAL LEAVES

1. PERSONAL LEAVE

All teachers shall be entitled to the following leaves of absence with full pay:

a. Four (4) days per year for personal reasons, which require a teacher's absence from work. Such days may not be used the day before or the day following a vacation and/or a holiday, although exceptions may be made for extenuating circumstances with the permission of the Superintendent of Schools. Such days must be approved by the Principal and the reason for such leave must be stated when requested. The request must be submitted at least forty-eight (48) hours in advance of the date requested. In the event of an emergency which prevents prior notice, a teacher shall inform the Principal as soon as possible of the reason for the personal day. Unused personal days shall not accumulate from year to year.

b. Leave for personal reasons shall be used for business or personal requirements which cannot be accomplished other than during the school day such as legal requirements, marriage of a member of the immediate family, graduation of a member of the immediate family, recognized religious holiday, etc.

2. BEREAVEMENT LEAVE

a. In the event of the death of a member of a teacher's immediate family, the teacher shall be granted up to five (5) paid days off per occurrence. For purposes of this section, immediate family shall be defined to include the following: spouse, child, stepchild, grandchild, parent, any relative domiciled with the employee or stepparent or any relative or individual for whom the employee is the legal guardian.

b. In the event of the death of a teacher's sibling, grandparent or in-law, the teacher shall be granted up to two (2) paid days off per occurrence.

c. The Superintendent, in his/her sole discretion, may grant additional bereavement days for deaths of persons who are not in the teacher's immediate family. The teacher may request personal leave to attend the funeral for any family member.

3. MILITARY SERVICE (RESERVE AND NATIONAL GUARD)

Teachers who are members of National Guard or Reserve units, who must attend annual training sessions during the school year, will be paid the difference between their contractual salary and the military pay received. Personal days may not be utilized for this purpose.

4. JURY DUTY

Teachers who receive summons for jury duty should notify the Superintendent as soon as possible. Teachers shall make every effort to seek a release from jury duty during the school year. The Board will compensate employees who render services as jurors in an amount equal to the difference between their current base per diem (1/187th) salary and the amount paid to them for jury service. Effective July 1, 2017, the per diem calculation will be 1/188th of salary.

5. Personal Leave (Section 1) and Bereavement Leave (Section 2) shall be in addition to any sick leave to which the teacher is entitled.

6. For leaves of absence other than those covered by any portion of this Agreement, the rate of deduction shall be 1/187th of the year's basic salary. Effective July 1, 2017, the per diem calculation will be 1/188th of salary.

7. An extension of personal days can be granted at the discretion of the Superintendent.

8. Unauthorized leave will be grounds for consideration for disciplinary action.

C. MATERNITY LEAVE

In accordance with section 10-156 of the Connecticut General Statutes, disability caused or contributed to by pregnancy, miscarriage, abortion, or childbirth shall be treated as temporary disability for all job-related purposes and shall not be the basis for termination of employment or compulsory resignation during such a period of time as the employee is determined, by her doctor, as being disabled from performing the duties of her job.

1. A teacher who becomes pregnant shall submit a doctor's certificate as soon as possible to the superintendent stating the time of expected delivery and any limitations on her ability to perform her usual work and her intentions following delivery. Such a teacher shall be permitted to continue work as long as she is able to perform all the duties of her job without danger to her health.

2. A maternity leave of absence shall be granted for the period of disability certified by her doctor.

3. At the expiration of the maternity leave of absence the teacher shall be entitled to return to her former position or to an equivalent position with equivalent pay.

4. During the doctor certified period of disability, the teacher is entitled to sick leave under the provisions of Article XII.

5. Should sick leave, as provided for in Article XII be exhausted during the period of disability, leave shall continue without pay.

6. During the maternity leave of absence the teacher shall continue to accumulate seniority.

7. Medical insurance premiums will continue to be paid during the maternity leave period.

D. CHILD CARE LEAVE OF ABSENCE

1. The Board of Education, upon recommendation of the Superintendent of Schools, shall grant a certified full time employed teacher personal leave of absence without pay for childcare purposes. Such childcare leave of absence shall be apart from any period of maternity leave as defined in Section C of this contract. A written request must be submitted by the teacher thirty (30) calendar days prior to the requested starting date of the subject leave whenever possible. Childcare leave shall commence immediately after the Maternity Leave (Section C) ends or immediately after the child is adopted or fostered. The length of time for the leave will be based on the following eligibility requirements:

   a. Teachers with less than one (1) year of service are not eligible for childcare leave.

   b. Teachers with one more than (1) year of service and less than three (3) years of service are eligible for child care leave for the balance of the school year in which the child is born, adopted, or fostered.

c. Teachers with three (3) years or more of service are eligible for child care leave for the balance of the school year in which the child is born, adopted, or fostered and if requested all of the following school year, but not part thereof, unless otherwise mutually agreed.

2. At the expiration of the Child Care Leave of Absence, the teacher shall be entitled to return to his/her former position or to an equivalent position with equivalent pay. Except as may be required by the Family Medical Leave Act, during the period of Child Care Leave, the teacher shall have the option to continue to participate at their own expense in medical and life insurance benefits detailed in policies and practices of their respective carriers.

3. During the Child Care Leave of Absence, the teacher will not accumulate seniority as it relates to the salary schedule.

4. Teachers must notify the Superintendent of their intent to return to work by March 1 of the school year prior to the year in which they seek to return to work. Failure to return to work upon the scheduled return date or because the leave must extend beyond that granted will be deemed a voluntary resignation effective as of the last day the teacher worked. For the purpose of this article the school year shall be defined as the period from the first contractual work day of the school year to June 30 inclusive.

E. SABBATICAL LEAVE

1. AUTHORIZATION

a. Sabbatical leave for a full year may be granted subject to the approval of the Board of Education upon the recommendation of the Superintendent of Schools.

b. Not more than one (1) sabbatical will be granted during any one school year.

2. ELIGIBILITY AND QUALIFICATIONS

a. A candidate for a sabbatical leave shall have seven (7) consecutive years of service as a full-time teacher**, five (5) years of which shall be service in Bethany Public Schools.

b. After being granted a sabbatical leave, a teacher must teach two (2) additional years in Bethany (excluding the year of sabbatical) in order to qualify for a second sabbatical.

c. Teachers contemplating a sabbatical leave must submit a letter of intent, (said letter to have attached a detailed proposal for study, research or travel) to the Superintendent of Schools prior to January 1 of the year preceding the year in which they may desire such sabbatical. (e.g. prior to January 1, 2005 for a leave in 2005-06).

d. Teachers definitely requesting a sabbatical leave must do so in writing to the Superintendent of Schools prior to March 1, of the school year preceding the year for which the leave is requested (e.g. prior to March 1, 2005 for a leave in 2005-06).

**In Connecticut, the legal definition of "teacher" includes all certified personnel below the rank of Superintendent.

3. PURPOSE

Sabbatical leave may be granted for a full school year for any educationally sound purpose which will be of benefit to the individual and the school system including but not restricted to:

a. A full-time study or research program.

b. A proposed study must be beyond the earned Master's Degree.

c. Travel may be approved when it can be shown that it will be of potential benefit to the individual and the school system.

d. Exchange teaching.

4. FINANCIAL CONSIDERATIONS

a. Compensation shall be one half (1/2) of the salary which would have been received if the teacher were performing his/her normal duties in the school system. The teacher shall be required to sign a promissory note in the amount of the compensation to be received (1/2 salary). Said note to be interest-free. Following completion of one year's service beyond the sabbatical, the note shall be reduced to one fourth (1/4) of the salary of the sabbatical year. At the end of the second year of service following the sabbatical, the note shall be forgiven in total with no further obligation upon the teacher. Should the teacher terminate employment at the end of the sabbatical, the full amount of the note (1/2 salary of the sabbatical year) shall be due and payable to the Town of Bethany within the fiscal year of termination. Should the teacher terminate service at the end of the first year beyond the sabbatical, an amount of one fourth (1/4) of the salary of the sabbatical year shall become due and payable to the Town of Bethany, again during the fiscal year of termination.

b. The fiscal year of the Town of Bethany is July 1, to June 30. Grants and/or other subsidies obtained by the teacher shall not reduce the above compensation. Payments shall include all benefits and shall be made in the same manner and at the same time as the payments to other teachers.

c. During the sabbatical, the teacher may maintain membership in the Teacher's Retirement Association, and in Blue Cross, CMS or other optional deduction plans if he/she so desires, with the teachers paying the costs which are in excess of those paid by the Board, if any.

d. During the sabbatical, the teacher will also receive such other benefits as are offered to all professional staff members in active service (medical, dental, life insurance).

5. STATUS UPON RETURNING

a. At the expiration of sabbatical leave, the teacher shall be restored to his/her position or to a position of like nature, seniority, status, and pay, provided that the teacher remains eligible for reinstatement.

b. Upon returning to his/her normal duties, the teacher will be placed on the appropriate step as if he/she has been employed during the year of his sabbatical.

c. Upon returning, the staff member will render to the Board of Education, a full written report, and an oral report if requested, showing the results of the sabbatical and the benefits to the individual and the school system.

ARTICLE XIII
GRIEVANCE PROCEDURE

A. PURPOSE

1. The purpose of this procedure is to secure equitable solutions to problems, which may arise under the specific provision of this Agreement. The procedure should commence at the lowest possible administrative level, which should coincide with the level at which the grievance occurs.

2. Both parties agree that these proceedings shall be kept as informal and confidential as may be appropriate at any given level.

3. Nothing contained herein shall be construed to prevent a member of the bargaining unit from discussing a complaint, problem or issue with his/her immediate supervisor or other appropriate administrator.

B. DEFINITION

1. A grievance shall mean a complaint by a teacher or group of teachers, or the Association, that there has been a violation of a specific provision or provisions of this agreement.

2. The term teacher as used in this grievance procedure, except as otherwise indicated, shall mean a certificated employee within the bargaining unit covered by this Agreement.

3. The term "aggrieved" shall refer to the person or persons making the complaint and may include the Association.

4. "Days" shall mean days when school is in session, unless indicated otherwise.

C. LEVEL ONE-PRINCIPAL

1. If a teacher, group of teachers, or the Association believe(s) there is a grievance; the matter shall first be discussed with the principal with the objective of resolving the matter informally.

2. No grievance shall be accepted for consideration unless presented for LEVEL ONE consideration within thirty (30) days after the aggrieved knew or should have known of the act or condition on which the grievance is based. The grievances must be presented on Form A.

3. If the grievance is not satisfactorily resolved through the informal procedure the aggrieved may within ten (10) days after the informal hearing present the grievance in writing, using Form A in the attached appendix, to their principal. The principal shall within the next succeeding ten (10) days render a decision and the reasons therefore utilizing Form A contained in the appendix of this agreement.

D. LEVEL TWO-SUPERINTENDENT

1. If the aggrieved is not satisfied with the outcome of LEVEL ONE procedure, the aggrieved may present the grievance in writing to the superintendent utilizing FORM A as contained in the attached appendix. Such a written grievance must be filed within five (5) days of the principal's decision.

2. The superintendent shall schedule and meet within ten (10) days after receipt of the written grievance with the aggrieved teacher and representatives of the Association for purposes of resolving the grievance.

3. The superintendent shall, within the next succeeding ten (10) days after the hearing, render a decision and the reasons utilizing Form A in the attached appendix.

E. LEVEL THREE-BOARD OF EDUCATION

1. In the event that the aggrieved is not satisfied with the disposition of the grievance at Level Two, the aggrieved may request, using Form A within the next succeeding five (5) days following receipt of the superintendent's decision rendered at Level Two, that the Association review the grievance with regard to an appeal to the Board of Education. The aggrieved may also bring the grievance to the Board without Association support.

2. Any grievance appealed to the Board of Education must be filed in writing with the board, using Form A, no later than five (5) days after the Superintendent's decision is rendered. The Board shall, at its next regularly scheduled meeting, or no later than thirty (30) calendar days after receipt of the written grievance hear the grievance in executive session. The Board shall render its decision and notify the aggrieved and the Association thereof, in writing, using Form A as contained in the attached appendix, within ten (10) days of the hearing.

F. IMPARTIAL ARBITRATION

1. In the event that the aggrieved is not satisfied with the disposition of the grievance at Level Three, and provided the Association deems the grievance meritorious, the aggrieved may file a written request for arbitration of the grievance with the American Arbitration Association no later than five (5) days after receipt of the written answer of the Board of Education.

2. The Association shall file a Demand for Arbitration under the Voluntary Labor Arbitration rules of the American Arbitration Association. Upon agreement with the Board of Education either expedited or regular arbitration proceedings shall be requested. The American Arbitration Association shall act as the administrator of the proceedings.

3. The arbitrator appointed shall hear and decide only one (1) grievance at a time. The arbitrator's award shall be binding; however the arbitrator shall be bound by and must comply with all terms of this agreement and shall have no power to add to, subtract from or in any way, modify the provisions of this agreement.

4. The cost of arbitration shall be borne equally by the Association and the Board of Education.

G. MISCELLANEOUS

1. Grievance meetings, other than those involving an arbitration, shall be held before or after the schedule working day of the parties involved and shall not result in compensation.

2. Any time limits specified herein may be extended by mutual agreements. 21

3. Failure by the aggrieved or the Association to appeal a grievance to any level of this grievance procedure with the time limits specified shall be considered an acceptance of the decision rendered at the prior level.

4. All grievance forms shall be filed separately from the personnel files of the participants.

5. No reprisals shall be taken by either party against any participant in the grievance procedure.

6. If the aggrieved so desires, a representative of the Association may be present and may join the discussion at any stage of the proceedings.

7. When the aggrieved is not represented by the Association, the Association shall have the right to be present and to state its views at any stage of the proceedings. Any aggrieved person(s) must notify the Association as soon as a grievance is instituted.

8. By mutual agreement, grievance timelines may be extended during the summer and school vacations.

ARTICLE XIV
SEPARATION AND RECALL

A. SEPARATION

In the event it becomes necessary to lay off teachers, the Board of Education shall utilize the following procedures to the extent not inconsistent with the applicable provisions of Section 10- 151 of the Connecticut General Statutes or other applicable statutes.

1. Within the separate categories of non-tenured and tenured teachers, the following criteria shall be used to determine the order of those who are to be released:

   a. Least number of years of contractual experience in the Bethany School system.

   b. Least number of years of contractual experience in any school district.

   c. Least advanced degree status.

2. In the event the above criteria are not definitive enough, the other criteria to be utilized are evaluation and quality of teaching performance.

B. RECALL

1. Any laid-off teacher will retain recall for any position, which he/she is certified and qualified for a period of twenty-four (24) months from the date of layoff.

2. Recall shall be made in reverse order of lay-offs provided the teacher is certified for the position.

3. The superintendent shall notify the laid-off teachers of vacancies by registered mail, return receipt requested, as they arise. Teachers shall notify the superintendent in writing if they are no longer available for re-employment. It is also the responsibility of the teacher to keep the superintendent notified of a change of address.

4. After notification of an opening, the teacher must accept or reject an appointment in writing within fifteen (15) calendar days from the postmark date of the recall letter.

5. If the teacher rejects the appointment offer or does not respond according to the above procedure, the name of the teacher will be removed from the recall list and he/she will forfeit all recall rights.

6. A teacher unable to accept recall because of physical disability will continue on layoff status until expiration of the recall period.

7. In the event of recall, within the 24-month time limit, the teacher shall be placed on the salary schedule at the level he/she attained at the time of termination and shall be reinstated on the date he/she returns to work with all benefits he/she accrued prior to layoff. Neither seniority nor other benefits shall accrue during layoff.

ARTICLE XV
EMPLOYMENT AND SCHOOL YEAR

A. TEACHER EMPLOYMENT YEAR

The teacher work year will be 188 days for teachers on a continuing contract, and 191 days in the first year only for teachers starting a new contract.

B. IMPACT

Should the Board lengthen the work year beyond the teacher work year, (as indicated in Section A. - above); the Board and the Association shall negotiate the impact, if any, on those teachers affected.

C. SCHOOL YEAR

The school year calendar for each school year will be provided to the teachers as soon as possible but no later than June 1, prior to the beginning of the next school year. The calendar shall contain at least the projected holidays, vacations, and parent-teacher conference dates.

ARTICLE XVI
WORKING CONDITIONS

A. TEACHER WORKDAY

1. The teacher workday (2009-2010) will be defined as seven (7) hours and ten (10) minutes inclusive of time referenced in Article XVI (A)(2). Teachers have the right to negotiate the impact, if any, of any increase in the teacher workday beyond that in effect for the 2009-2010 school year.

2. Teachers are expected to be at school and begin the workday at least fifteen (15) minutes prior to the beginning of the regularly scheduled full student school day and remain on site until fifteen (15) minutes after the regularly scheduled student dismissal time. Outside of these specified times, teachers shall have the flexibility to arrive at the school to begin their professional responsibilities in the morning or leave the school at the end of the day once they have completed their professional responsibilities. However, teachers shall remain at school until their professional responsibilities have been completed for the day even if this exceeds fifteen (15) minutes.

3. The teacher workday is based upon normal arrival and dismissal times unless otherwise designated by the superintendent. The daily schedule for the teacher workday will be determined by the Superintendent.

4. Recognizing that professional responsibilities extend beyond the normal workday, whether such responsibilities shall be discharged before or after the normal workday teachers should volunteer to serve in a professional capacity on school-wide committees whose efforts are directed at improving the educational, extra-educational, teaching, or workplace environment at the school. The administration shall limit the number and scope of such committees to avoid redundancy, provide leadership on the committees, and be efficient with and considerate of teachers' time.

5. Barring an emergency, teachers must notify the school administration of late arrival to school. In addition, teachers must request permission from the school administrator to be excused for an early departure. Adjustments to arrival and departure times may be made with administrative approval to accommodate the educationally related activities and responsibilities of teachers (coaching, courses, field trips, after-school student activities, meetings, etc.)

6. Teacher's responsibilities between the time of arrival of students and the beginning of the academic day shall be determined by the school administration.

7. The length of the school day may be temporarily modified by the Board and/or administration to afford time for curriculum development, professional development, parent-teacher conferences, special activities or events, weather or facility related problems, or other reasons. In these situations, the teacher workday may also be adjusted to accommodate the circumstance.

8. The school calendar may provide for regularly scheduled full teacher work days on days students are not in school, for workshops, professional development, curriculum work, training, in-service activities, parent conferences, or other reasons as determined by the Board and/or administration.

9. In the interest of continually striving to enhance the District's educational program, teachers will be required to attend before or after-school staff meetings for up to fifty (50) minutes, three (3) times per month, as scheduled by the Administration. Such time will be used for the purposes of faculty meetings, grade-level meetings, team meetings, professional development sessions, and other activities as designated by Administration. Such meetings shall have an agenda and teacher participation shall be equitably distributed among the staff. Emergency staff meetings may be called when necessary and will not be subject to the grievance procedure.

10. Teachers are encouraged to attend and participate in Parent-Teacher Organization activities and other school and community events.

B. PREPARATION PERIODS

1. The Bethany Board of Education shall provide each teacher with a preparation period of at least forty (40) minutes per day, aligned with the school schedule, for the purpose of allowing the teacher to perform professional responsibilities. Whenever possible the preparation period will be scheduled as forty (40) consecutive minutes without the responsibility for supervision of students.

2. Each teacher shall have a lunch period of thirty (30) minutes, not less than twenty-five (25) minutes of which shall be duty-free uninterrupted time daily.

C. TEACHER RESPONSIBILITY DURING SPECIAL INSTRUCTION

Teachers are not required to remain with their students if the students are under the supervision of a qualified specialist. All teachers, however, should be aware of what the specialist is doing in case the specialist wants further development of the work by the classroom teacher.

ARTICLE XVII
TRANSFER/CHANGE IN ASSIGNMENT

A. TRANSFER

1. All teachers shall have the right to seek a transfer to any teaching position within the system provided they are certified to fill the position.

2. If two or more applicants for a position are deemed equally qualified by the Board or its agents and one of the applicants is a current teacher, the current teacher will be granted preference.

3. All teachers filing written applications for the open positions should be given written notice of acceptance or rejection in a timely fashion.

B. CHANGE IN ASSIGNMENT

1. The best interest of students and the educational program are paramount in the assignment of certificated personnel. Assignments shall be made after every reasonable effort has been made to meet the requests and preferences of certificated personnel. Where possible, changes in assignment shall be voluntary.

2. In deciding which teacher(s) shall be reassigned those factors considered may include but shall not be limited to the following: (1) Training and experience of the teacher and (2) the overall staffing needs of the school.

3. A change in assignment shall be made only after a meeting between the teacher involved and the superintendent or his or her designee, at which time the teacher shall be notified of the rationale for the reassignment. An association representative shall be present if requested by the teacher.

C. NOTIFICATION

Barring unforeseen circumstances (such as fiscal emergency or unanticipated resignations) teachers in the system shall receive notification of their programs for the ensuing school year prior to the close of the current school year.

ARTICLE XVIII
TEACHER PERSONNEL FILES

A. No material originating after initial employment, which concerns the teacher's performance, shall be placed in a teacher's personnel file unless the teacher has been notified and has had an opportunity to review the material. The teacher may submit a written notation regarding any such material, and the same shall be attached to the file copy of the material in question. The teacher shall sign all such material to be placed in his or her file, with the understanding that such signature indicates only his/her awareness of the material but in no instance shall said signature be interpreted to mean agreement with the content of the material.

B. Any substantial complaint made against a teacher or person for whom the teacher is administratively responsible by any parent, student or other person shall promptly be called to the teacher's attention. In no case shall any anonymous and/or unsubstantiated complaint be placed in any teacher's files.

ARTICLE XIX
TEACHER MANUAL

A Teacher Manual shall be prepared by a committee comprised of the administrative and teaching staffs. Teachers will also have access to Board policies relating to personnel, text of contract, negotiations with the Board, administrative directives, code of ethics, and any other items that may contribute to the teachers' understanding of the school system and how it works.

ARTICLE XX
HEALTH AND SAFETY IN THE WORKPLACE

Bargaining unit members shall not be required to work under unsafe or unhealthy conditions or to perform activities, which endanger their safety or health.

ARTICLE XXI
JUST CAUSE

No teacher will be disciplined in writing or suspended without just cause. It is understood that the termination and non-renewal of a certified teacher contract is subject exclusively to Connecticut General Statutes §10-151 and shall not be the subject of a grievance procedure in the collective bargaining agreement between the parties. The procedures in Connecticut General Statutes §10-151 provide the exclusive method for challenging a separation from employment.

ARTICLE XXII
SIGNATURE BLOCK

THIS AGREEMENT IS MADE AND ENTERED INTO by and between the BETHANY BOARD OF EDUCATION (herein referred to as the "Board") and the BETHANY EDUCATION ASSOCIATION (herein referred to as the "Association") affiliated with the Connecticut Education Association and the National Education Association for the time period between July 1, 2021 and June 30, 2024.

IN WITNESS WHEREOF, the parties hereunto have caused these present to be executed by their proper officers, hereunto duly authorized and their seals affixed thereto as of the date and year first above written.

BETHANY BOARD OF EDUCATION

BY _____ 10/16/20

Christopher Pittenger, Chair
Bethany Board of Education

Date

BETHANY EDUCATION ASSOCIATION

BY _____ 10/15/20

Kimberly Wolcott
President

Date

APPENDIX A

GRIEVANCE FORM A
GRIEVANCE PRESENTATION
Bethany Education Association

Circle Appropriate

Level Number 1. PRINCIPAL 2. SUPERINTENDENT 3. BD. OF ED. 4. ARBITRATION

NAME OF GRIEVANT(S):

DATE FILED:

ASSIGNED HOUSE:

PRINCIPAL/IMMEDIATE SUPERVISOR:

SUBJECT AREA OR GRADE LEVEL: ASSOCIATION REPRESENTATIVE(S):

1. STATEMENT OF GRIEVANCE:

2. RELIEF SOUGHT:

_____
Signature of Grievant

Note: If additional space is required to state the grievance (A.1.) or to file responses, attach additional sheets as needed.

B. DECISIONS OF THE PRINCIPAL OR IMMEDIATE SUPERVISOR:

Decision and Reasons:

_____ _____

Date Signature of Principal or Immediate Supervisor

C. DECISION OF SUPERINTENDENT:

Decision and Reasons:

_____ _____

Date Signature of Superintendent

D. DECISION OF BOARD:

Decision and Reasons:

_____ _____

Date Signature of Board Representative

APPENDIX B

BETHANY CONTRACT OF EMPLOYMENT

This contract of employment is between the Bethany Board of Education and you, _____.

You are hereby appointed to work as a teacher in the Bethany School Public School District. Your assignment will be determined by the Superintendent of Schools and may, from time to time, be modified in accordance with the collective agreement between Board of Education and the Bethany Education Association (teachers' union), state law, Board policy, and established employment practices.

Your initial annual salary rate of pay for the _____school year will be $_____which is year
Step _____ at the _____degree level as indicated in the salary schedule as set forth in the
collective bargaining agreement between the Board and the Bethany Education Association.

This contract shall at all times be subject to the statutes of the State of Connecticut as they may from time to time be amended.

Executed this _____day of _____ , 2_____

BETHANY BOARD OF EDUCATION

By _____
Superintendent of Schools

By _____
Teacher

APPENDIX C

ANNUAL SALARY NOTICE

TEACHER NAME: _____

SCHOOL YEAR:_____

DEGREE LEVEL: BA_____ MA_____ MA+15_____ MA+30 / 6TH YR_____

SALARY STEP:_____ AMOUNT:_____

STIPEND: ARTICLE IX 2____ AMOUNT:_____

STIPEND:_____ AMOUNT:_____

STIPEND:_____ AMOUNT:_____

STIPEND:_____ AMOUNT:_____

TOTAL ANNUAL BASE SALARY AMOUNT:_____

_____ _____

Superintendent of Schools Date

3799457v2