

COLLECTIVE BARGAINING AGREEMENT
BETWEEN
THE BETHEL BOARD OF EDUCATION
AND
THE BETHEL EDUCATION ASSOCIATION

July 1, 2013 through June 30, 2016

AGREEMENT

between the

BETHEL BOARD OF EDUCATION

and the

BETHEL EDUCATION ASSOCIATION

This *AGREEMENT* is made and entered into by and between the BETHEL BOARD OF EDUCATION (hereinafter referred to as the "**Board**") and the BETHEL EDUCATION ASSOCIATION (hereinafter referred to as the "**Association**").

ARTICLE 1 - RECOGNITION

- 1.1** The Board recognizes the Association as the exclusive bargaining representative for certified and other professional employees who are employed by the Board in positions requiring a teaching or other certificate or a durational shortage area permit and who are not included in the "administrators' unit" or excluded from the purview of Connecticut General Statute 10-153 a-g inclusive, and who are not per diem, certified or non-certified appointees or temporary substitute teachers, for the purposes of negotiations with respect to salaries and other conditions of employment for the duration of this Agreement.
- 1.2** The term "teacher", as used in this Agreement, except where otherwise indicated, is considered to apply to all certified professional employees not included in the "administrators' unit" or excluded from the purview of Connecticut General Statutes 10-153 a-g inclusive and to all professional employees holding durational shortage area permits.
- 1.3** As used herein, the term "Supervisor" shall mean anyone with a supervisory or administrative certificate of the State of Connecticut, occupying a position which requires a supervisory or administrative certificate and which position requires overall supervisory responsibility over teachers and/or pupils in more than one department and who is paid on a salary scale not included in this Agreement.
- 1.4** **Board of Education's Functions:** It is recognized that the Board has and will continue to retain, whether exercised or not, the sole and unquestioned right, responsibility, and prerogative to direct the operation of the public schools in the Town of Bethel in all its aspects including, but not limited to the following: to maintain public elementary and secondary schools and such other educational activities as in its judgment will best serve the interests of the Town of Bethel to give the children of Bethel as nearly equal

advantages as may be practicable; to decide the need for school facilities; to determine the care, maintenance and operation of buildings, lands, apparatus and other property used for school purposes; to determine the number, age, and qualifications of the pupils to be admitted into each school; to employ, assign, and transfer teachers; to suspend or dismiss the teachers of the schools in the manner provided by statute or ordinance; to designate the schools which shall be attended by the various children within the Town; to make such provisions as will enable each child of school age residing in the Town to attend school for the period required by law; to provide for transportation of children wherever it is reasonable and desirable; to prescribe rules for the management, studies, classification, and discipline for the public schools; to approve the textbooks to be used; to approve rules for the arrangement, use, and safekeeping of the school libraries, and to approve the books selected therefor; to approve plans for school buildings; to prepare and submit budgets to the Board of Finance and Town Meetings, and, in its sole discretion, to expend monies appropriated by the Town for the maintenance of the schools and to make such transfers of funds within the appropriated budget as it shall deem desirable. These rights, responsibilities, and prerogatives are not subject to delegation in whole or in part, except that the same shall not be exercised in a manner inconsistent with, or in violation of, any of the specific terms and provisions of this Agreement.

- 1.5** The Superintendent, as agent for the Board, acts on its behalf in compliance with established Board Policy when the Board is not in session.
- 1.6** No action taken by the Board with respect to such rights, responsibilities, and prerogatives, other than as there are specific provisions herein elsewhere contained, shall be subject to the grievance provisions of this Agreement.

ARTICLE 2 - NEGOTIATION

2.1 Negotiation over Successor Agreement

During negotiations, the Board and the Association shall exchange relevant data, points of view, proposals and counter proposals. The Board shall make available to the Association for inspection all pertinent records of the Board. Either party may, if it so desires, utilize the services of outside consultants and may call upon professional and lay representatives to assist in the negotiations.

ARTICLE 3 - POLICIES AND REGULATIONS

- 3.1** A complete copy of all Board of Education policies and administrative regulations will be posted on the Board's website and updated as changes occur.

ARTICLE 4 - SENIORITY

- 4.1** Seniority shall be defined as continuous teaching experience in the Bethel schools. "Continuous teaching experience" shall mean time worked continuously as a certified professional employee or a teacher holding a durational shortage area permit employed by the Board. Commencing with the 92-93 school year, part-time teachers shall accrue seniority credit as follows:

Salary Equivalent

Credit for Seniority

50% or more

1 Year

25% to 50%

1/2 Year

Less than 25%

1/3 Year

4.2 Seniority *shall* accrue during time spent on the following approved Leaves: (a)

Approved sick leave of up to one school year.

(b) Military leave.

(c) Professional purposes leave.

(d) Sabbatical leave.

(e) Jury duty leave.

4.3 Seniority *shall not* accrue but shall be bridged in the cases of:

(a) Approved sick leave exceeding one hundred eighty-five (185) school days.

(b) Approved leaves of absence without pay.

(c) Layoffs of three years or less duration.

4.4 Seniority shall be terminated by:

(a) Resignation.

(b) Retirement.

(c) Discharge.

(d) Failure to return from a leave of absence or layoff.

(e) Layoff for a consecutive period of more than 3 years, provided there is conformity with Connecticut General Statute 10-151.

(f) Other termination of the teacher from employment.

ARTICLE 5 - TEACHER ASSIGNMENT

5.1 Teaching Assignments

The Board and the Association agree that there should be an equal inter-departmental

distribution of teaching responsibility in regard to class size and teaching load. Therefore, it shall be the policy of the Board to:

- (a) Wherever feasible and subject to the circumstances which exist regarding staff and facilities, strive for an optimum of 25 pupils to a class. In determining class size and distribution, the Administration shall take into consideration students identified through testing and/or PPT meetings, as having special needs and requiring special attention.
- (b) Wherever feasible and subject to the circumstances which exist regarding staff and facilities, limit study halls to a ratio of one teacher for the first 30 students and one paraprofessional for every additional 20 students.
- (c) Attempt to maintain the size of all classes in the best interests of the children involved in the educational programs of the Bethel School System as determined by the building principal and Superintendent.
- (d) Wherever feasible and subject to the circumstances which exist regarding staff and facilities, Physical Education classes shall be formed according to specific grade levels.
- (e) Departmentalized teachers shall not be required to teach more than two academic subjects or to have more than three teaching preparations within said subjects or combination of subjects at any one time. This limitation shall not apply to the additional courses a teacher has volunteered for and has been assigned to teach beyond the regular teaching work load.

5.2 Non-Teaching Duties

The Board and the Association agree that a teacher's primary responsibility is to teach, and that his energy should, to the extent possible, be to this end. The Board and the Association recognize that paraprofessionals and part-time clerical and non-teaching employees and automated equipment are useful and necessary in order to implement this principle. Therefore, efforts will be made to assist teachers in each school with the following:

- (a) Clerical work, such as collecting money for non-educational purposes.
- (b) Typing and duplication of instructional materials.
- (c) Testing of pupils' eyes, by a nurse, or trained personnel.
- (d) Supervision of playgrounds, and other non-instructional activities.
- (e) Teachers shall not be required to transport pupils at any time.

5.3 Teacher Substitutes and Period Coverage

Every effort will be made to provide a substitute for any absent teacher with a teaching assignment. Where feasible, the substitute shall be proficient in that grade level or subject

area.

5.4 Teacher Reassignment

When requirements necessitate reassignment of teachers from one school to another, the following criteria shall apply:

(a) Volunteers shall be transferred first providing that those volunteering possess the teaching competence, experience and general background necessary to fill the positions to which transfer would be made. When two or more volunteers are substantially equal, those with the greatest seniority in the Bethel system shall be transferred first.

(b) In the event that there are no qualified volunteers for such assignment, teachers with the necessary qualifications as outlined in 5.4 (a) above shall be transferred on the basis of length of service with the Bethel Board of Education, i.e., those with the least seniority shall be transferred first. Teachers being involuntarily transferred shall be transferred without loss of salary.

(c) Prior to the transfer of teachers under this Article, the Board shall make known to all teachers the positions and location of the positions which are to be opened and the qualifications (as per 5.4 (a) above) needed to fill the positions.

(d) Provisions of this Article shall not apply to transfers resulting from reassignments necessitated by school building programs and/or reorganization of grade levels and to the reassignment of classes from one building to another because of space limitations.

(e) Written notice of transfer, including the reasons therefor, shall be given to the teacher as soon as feasible and, under normal circumstances, not later than May 15th.

(f) Written notice of a change in grade level or subject area teaching assignment shall be given to the teacher as soon as feasible and, under normal circumstances, not later than May 15th. Such assignments may be changed with written notice to the teacher.

5.5 Exceptions

Exceptions to the provisions of Sections 5.1 and 5.4 above may be made only if the Superintendent determines that it is necessary to do so. A disagreement over whether an exception is justified shall be subject to the grievance procedure of this agreement.

5.6 Vacancies

Vacancies shall be filled pursuant to the following procedure:

(a) Vacancies shall be defined as positions open as a result of death, retirement, discharge, resignation or by the creation of a new position. Vacancies shall also include annual assignments to positions which offer additional compensation above the teacher salary schedule.

(b) Such vacancies shall be posted on the Board's website for seven (7) calendar days as soon as practical after the vacancy becomes known. Said notice of vacancy shall clearly set forth the qualifications for the position. A job description will be attached for each newly created or changed position. The vacancy notice shall also be distributed to each teacher's school district e-mail address.

(c) Teachers who desire to apply for such vacancies shall file applications in writing with the office of the Superintendent within the time limit specified in this notice.

(d) Such vacancy shall be filled from among present employees and new applicants on the basis of certification or durational shortage area permit, teaching competence, experience, and general background. When two or more candidates are substantially equal in teaching competence, experience, and general background, the applicant with the greatest amount of seniority in the Bethel School System shall be given preference.

(e) In lieu of the seven day posting period, during the month of August, vacancies shall remain open for forty-eight (48) hours so that teachers may respond.

5.7 Reduction in Force

Whenever the Board decides it is necessary to reduce teaching staff positions as a result of decreases in student enrollment, changes in curriculum, severe financial conditions or other circumstances as determined by the Board, reduction shall be made in inverse order of seniority, provided that the remaining teachers possess the individual ability, certifications or durational shortage area permits, and experience required by the Board and further provided that no tenured or non-tenured teacher shall be released before teachers holding durational shortage area permits.

5.8 Recall Procedure

(a) The recall rights of any teacher whose services have been terminated because of the elimination of a position or a reduction in professional staff shall be for three years or for a period equal to the length of employment as a teacher in Bethel, whichever is less. The name of such teacher shall be placed upon a reappointment list and remain on such list for the period of recall rights provided such teacher sends a letter of application by certified mail requesting retention of his/her name on such list and setting forth certification(s) and desired assignment(s). Said application must be received by the Board within thirty (30) days of the teacher's receipt of notice of termination under this section.

(b) Recall shall be based on the reversal of the staff reduction criteria. A teacher who has filed the required letter of application shall be notified by certified mail of any vacancy for which the teacher holds endorsement. Such teacher shall respond to the notice within ten (10) days of receipt of the notice. Failure to respond or refusal of the position shall result in removal of the teacher's name from the recall list.

(c) No new teacher shall be hired for any position in the school system until all laid off teachers who are certified and qualified in such areas or grade levels have been recalled or have declined the opening.

(d) This recall procedure shall also apply to full-time teachers who have been reduced to part-time.

ARTICLE 6 - TEACHING HOURS

6.1 The Board and the Association recognize and agree that the teachers' responsibility to the school system, their students, and their profession entails the performance of duties and the expenditure of time beyond classroom hours, but that the teachers are entitled to regular time and work schedules on which they can rely and which will be fairly and evenly maintained throughout the school system.

(a) The starting and dismissal times of all schools shall be determined by the Board of Education and publicized by the Superintendent of Schools. The regular school day for students shall not exceed six (6) hours and thirty-five (35) minutes at the elementary and middle schools and six (6) hours and forty (40) minutes at the high school.

(b) The workday of all personnel covered by the teachers' salary schedule begins one-half hour before school begins at the elementary and middle schools and twenty-five (25) minutes before school begins at the high school and may end any time after student dismissal, provided that teachers recognize and acknowledge their professional responsibility. Instrumental music teachers, speech language pathologists, school psychologists and social workers may be required to begin and end their workday so as to allow them to fulfill responsibilities which cannot be accomplished during the regular school day. A change in the start or the end of the workday pursuant to this section shall not increase or decrease the number of hours within a work day for that teacher. Notification of such change shall be made to the teacher and the Association thirty (30) calendar days before the commencement of such change. Adjustments to working hours for any other positions requiring the same flexibility, may be made upon mutual agreement with the Association.

6.2 After School Meetings

(a) Teachers shall customarily remain after school to attend a maximum of two (2) meetings a month regarding building, grade level, district, or departmental business. There shall be a week's notification and an advanced publication of agenda except in emergencies. Newly hired teachers shall attend an additional six (6) after school meetings for professional development as scheduled each year by the administration.

(b) In addition, teachers may be required to attend five (5) after school meetings each year (one every other month) for inter-school matters. In the event of an inter-school meeting, teachers shall not be required to stay more than two (2) hours beyond the end of their school day, inclusive of the one and one-half hour meeting.

(c) In addition, from time to time, there will be special in-service programs and meetings for subject and grade level at which attendance will be required.

(d) All after school meetings shall begin promptly and continue no longer than one and one-half hours. This limitation shall not apply to in-service programs.

(e) Attendance will be required for four evenings a year and for such individual conferences with parents as may be deemed necessary by the administration.

(f) There will be systemwide released time meetings with approval of the Superintendent following an evaluation of the preceding year.

6.3 Duty Free Lunch Period

Each teacher shall be guaranteed an uninterrupted 30 minutes duty free lunch period. A teacher may leave the school grounds during his/her duty free lunch period. He/she shall notify the principal's office when he/she leaves the building and when he/she returns. This lunch period is not guaranteed on shortened days.

6.4 Planning Period

All teachers, both elementary and secondary, shall be guaranteed a duty free planning period of forty (40) minutes each day. These planning periods are not guaranteed on shortened days and are not guaranteed to teachers who have volunteered for and have been assigned to teach additional courses beyond the regular teaching work load.

6.5 Guidelines for Calendar

(a) The Board, in developing the school calendar, shall, under normal circumstances, maintain a late August through June school year.

(b) The regular employment/work year for teachers returning to the system shall be one hundred eighty-six (186) days scheduled continuously, with teachers new to the system working three (3) additional days, without additional pay, as scheduled by the Superintendent.

(c) The school calendar shall be adopted by the Board no later than April 30th of the year during which the school year shall begin. Prior to the adoption of the calendar, the Administration shall meet with representatives of the Association to discuss the calendar and issues relating to the calendar.

(d) One non-teaching day shall be scheduled at the beginning of the teachers' work year. No more than half of that day shall be devoted to meetings requiring the teachers' attendance. There shall be at least two (2) professional development days.

(e) All teachers shall make appointments with their building principal or the principal's designee to "check out" at the close of the school year. A complete check list shall be provided by the principal. If, for any reason, this "check out" has not been completed by the last day of school, the teacher shall be expected to continue to report for work until it is.

ARTICLE 7 - PART-TIME TEACHERS

- 7.1** A part-time teacher is a certified teacher or a teacher holding a durational shortage area permit hired for less than full-time for a teaching position or a position covered by this Agreement.
- 7.2** Part-time teachers shall be required to report to work one-half (1/2) hour before their regularly scheduled starting time. The salary appearing in the schedules as set forth in **Appendix A-1, A-2, and A-3** shall be applied proportionately to part-time teachers. Said proportion shall be determined by a ratio of their assigned working hours including any duty assignments to a full-time teacher's working hours.
- 7.3** Part-time teachers paid more than 50% exclusive of the planning period will receive a paid planning period.
- 7.4** Part-time teachers shall be entitled to participate in group health and dental plans as provided in Article 13.

ARTICLE 8 - TEACHER FACILITIES

- 8.1** The Board and the Association agree that each school shall have the following facilities:
- (a) Space in each classroom in which teachers may safely store instructional materials and supplies.
 - (b) A teacher work area containing adequate equipment and supplies to aid in the preparation of instructional materials.
 - (c) 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.
 - (d) Well-lighted and clean teacher rest rooms, with separate facilities for men and women.
 - (e) When feasible, existing facilities shall be altered in keeping with items 8.1 (a), (b), (c), and (d) above.
 - (f) When and where feasible, a private telephone facility shall be made available.

ARTICLE 9 - PROTECTION OF TEACHERS

- 9.1** Teachers shall report, in writing, to their principal and to the Superintendent all threats and all cases of physical assault suffered by them in connection with their employment as recognized by the Administration.

- 9.2** Such report shall be forwarded through the Superintendent to the Board which shall comply with any reasonable request from the teacher for information in its possession which relates to the incident or the persons involved.
- 9.3** The Board shall protect and save harmless any teacher assaulted in the line of duty in accordance with Section 10-236a of the Connecticut General Statutes.
- 9.4** The Board shall protect and save harmless any teacher employed in the defense of damage suits in accordance with the provisions of Section 10-235 of the Connecticut General statutes.
- 9.5** Whenever a teacher is assigned to instruct a student who requires accommodations or specialized instruction related to behavior in the teacher's learning environment, the teacher shall be notified.
- 9.6** The Board shall comply with Section 10-233g of the Connecticut General Statutes.

ARTICLE 10 - TEACHER GROWTH AND DEVELOPMENT

- 10.1** The Board and the Association recognize that the teacher, being the most important instrument in the learning process, needs to strive constantly for greater competence in his professional background. To aid in the continuation of this process, the following are prescribed:
- (a) There shall be developed a Professional Development Plan for all teachers in accordance with Connecticut General Statute 10-220a.
 - (b) Such plan shall allow opportunity for each teacher to engage in professional growth experiences which may include In-Service type training.
 - (c) The Board shall provide the time, materials, etc. necessary to inform teachers of the innovations in education and their application to the learning process.
 - (d) The Board shall assume the full costs of any additional training or course work which it requires.
- 10.2** Evaluation of teachers in regard to growth and development shall be carried out in accordance with Connecticut General Statute 10-151 b.
- (a) The evaluation of teachers shall be made only by administrators unless otherwise agreed by the Board and the Association.
 - (b) All evaluations of teachers which are to become a part of the permanent personnel file shall be written and shall be read and signed by the teacher involved prior to the insertion of said evaluation in the teacher's personnel file. Those teachers not being recommended for salary increase as defined in the following sub-sections (c) and (d), shall be notified in writing on or before April 1st. The reasons for this decision shall be given in this letter.

(c) Those teachers below maximum not being recommended for incremental increase shall hold step on the salary schedule. Upon receiving a satisfactory evaluation said teachers shall be restored to their proper position on the salary schedule.

(d) Those teachers at maximum not being recommended for salary increase shall not receive an increase in salary until a satisfactory evaluation is received. The next school year following a satisfactory recommendation, said teachers shall be restored to their proper position on the salary schedule.

10.3 The Superintendent agrees to consider the recommendations of the teacher curriculum committees in formulating a choice of textbooks and related instructional materials. The Superintendent, however, will have the responsibility of recommending to the Board, after due consideration, textbook changes, courses of study, and other curriculum matters.

10.4 Teachers who agree to participate in the teacher evaluation system as trained participants in the COACH program may be granted up to two professional days, during the regular contracted work year, in which to work with the teacher he/she is coaching in accordance with guidelines provided by the Superintendent or designee. Such professional time must be approved by the Superintendent or designee.

ARTICLE 11 - SALARY

11.1 Teachers' Salary Schedule

(a) The salaries of all persons covered by the Collective Bargaining Agreement between the Board and the Association shall be found in Appendix A attached hereto and made a part of this Agreement. The salaries are based on a 186 day work year. If the Board increases the work year during the life of this Agreement beyond the above-stated length, the salaries shall be increased proportionately.

(b) The following **Longevity Payments** shall be paid to teachers hired before July 1, 2001 for continuous service in Bethel:

17 years - \$ 800
20 years - \$1,000
25 years - \$1,200

This money will be applied to the teacher's maximum salary at the start of the 18th, 21st and 26th year of service. The amounts are not cumulative.

(c) All certified personnel and teachers holding durational shortage area permits, except those whose job description specifically requires additional services beyond the amount in Article 6, Section 6.5 (b), shall be paid at the daily rate for that teacher for each day of additional work required by the Superintendent or Board and not contracted for separately. The daily rate shall be determined by dividing the annual salary by the number of days in the work year.

(d) Teacher participation in extra-curricular activities for which no additional compensation is paid shall be voluntary. At the same time, teachers recognize that their responsibility to their students and the profession requires the performance of duties that involve the expenditure of time beyond that of the regular teaching day.

(e) A statement shall be signed at the beginning of the school year naming the recipient of earned income of a deceased teacher.

(f) High School teachers and Middle School CORE subject teachers (i.e. those who, as part of a cluster of Middle School teachers, teach mathematics, science, social studies and/or reading/language arts) who volunteer for and are assigned to teach additional courses beyond the regular teaching work load shall be paid 6% of base salary for each additional semester course.

11.2 Other Salary Schedules

The salaries paid for all other Extra Duty positions and all coaches shall be found in **Appendix B** attached hereto and made a part of this Agreement.

11.3 Definitions

The terms used in the schedules in Section 11.1 of this Article shall be interpreted and applied in accordance with the following definitions:

Bachelor: A Baccalaureate Degree earned at an accredited college or university.

Master: A Master's Degree earned at an accredited college or university.

Sixth Year: The completion of thirty (30) credits beyond the Master's Degree in a degree program approved by an accredited college or university or a completed second Master's Degree.

Doctorate: A Doctoral Degree earned at an accredited college or university.

11.4 The completion of 15 or 30 semester hours in addition to the Bachelor's, Master's or Sixth Year Degree shall receive credit on the salary schedule according to the following criteria:

(a) Required courses within a planned program at an accredited college or university do not require prior approval.

(b) Electives within a planned program at an accredited college or university and all courses outside of a planned program will require approval of the Superintendent who shall be advised by a committee composed of one administrator and one certified staff member appropriate to the grade level or subject area. The staff member will be appointed by the Association.

(c) Evidence of course completion must be received by the Board before October 1st in order to receive salary credit for that school year.

11.5 Placement

All teachers new to the Bethel school system or former teachers returning to the Bethel school system shall be placed on the appropriate step in the salary schedule, taking into consideration the following:

(a) Degree status as defined in Section 11.3 of this Article.

(b) Credit for previous teaching experience in public, private and military dependency schools and teaching experience in the armed forces in a subject area or areas directly related to the teacher's current teaching assignment in Bethel shall be granted under the following conditions:

(1) A full year shall be comprised of not less than the legally required number of teaching days. (In Connecticut, this would be 180 days and would require approximately ten months of service.) Experience transferred from other states might be something more or less, e.g. 175 days and/or nine months of service.

(2) The only criterion which shall be used to determine the number of full years of teaching experience is that of service under a Provisional, Standard or Initial Teacher Certificate and/or a Professional Educator Certificate and/or a Durational Shortage Area Permit of not less than half of any school year. That is to say, experience of less than half the number of teaching days in a Connecticut school year shall not be considered in the calculation of years of experience for salary purposes.

(3) No one shall be placed on a salary step higher than that commensurate with the number of full years of credit.

(c) For teachers hired on or after July 1, 2004, credit for previous non-teaching work experience shall be granted at the discretion of the Board so long as the work experience is relevant to the incoming teacher's teaching assignment and so long as the credit is limited to four years' experience with each year of credited experience representing no less than two (2) years of relevant work experience.

(d) Any teacher may apply for military credit received in interrupted teaching service in achieving placement on the salary schedule. Teaching credit of one year shall be granted for twelve (12) months of military service. Teaching credit of two (2) years shall be granted for twenty-four (24) months or more of military service. The maximum credit applicable is two (2) years. No partial credits are applicable.

ARTICLE 12 - GRIEVANCE PROCEDURE

12.1 Purpose

The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to problems which may arise affecting the welfare of teachers and Board representatives. Both parties agree that proceedings shall be kept as confidential as is appropriate.

12.2 Definitions

(a) *Grievance* shall mean a complaint by a teacher that his rights under this Agreement have been violated, or that, as to the teacher, there has been a misapplication or misinterpretation of the provisions of this Agreement.

(b) *Teacher* shall mean any professional employee covered by this Agreement.

(c) *Aggrieved party* shall mean the teacher or group of teachers who submit a grievance or on whose behalf it is submitted by the Association.

(d) *Day* shall mean school day.

12.3 Submission of Grievances

(a) Before submission of a written grievance, the aggrieved party must attempt to resolve it informally.

(b) Each grievance shall be submitted in writing on a form approved by the Board and the Association, and shall identify the aggrieved party, the provision of this Agreement involved in the grievance, the time when and the place where the alleged events or conditions constituting the grievance existed, and, if known, the identity of the person responsible for causing such events or conditions, and a general statement of the grievance and redress sought by the aggrieved party.

(c) A grievance shall be deemed waived unless it is submitted in writing within thirty (30) days after the aggrieved party knew or should have known of the events or conditions on which it is based.

(d) A teacher or group of teachers may submit grievances which affect them personally and shall submit such grievances to the building principal. The Association may submit any grievance. If it is limited in effect to one school, the grievance shall be submitted to the building principal. Otherwise, it shall be submitted directly to the Superintendent.

12.4 Grievance Procedure

(a) If a teacher or group of teachers feels that a grievance may exist, such teacher(s) may first discuss the matter with the building principal, or other appropriate administrator, in an effort to resolve the problem informally. If the teacher or group of teachers is not

satisfied with the outcome of the discussion, the grievance shall be submitted in writing to the building principal and the Association.

(b) The building principal shall respond in writing to each written grievance received. If an aggrieved party is not satisfied with the response of the building principal, or, if no response is received within five days after the submission of a grievance, such aggrieved party may submit a copy of the grievance to the Superintendent within ten days of the date it was submitted to the building principal.

(c) The Superintendent shall, upon request, confer with the aggrieved party with respect to the grievance and shall deliver to the aggrieved party a written statement of his position no later than ten days after the grievance is received by the Superintendent.

(d) In the event the aggrieved party is not satisfied with the disposition of his/her grievance at the Superintendent's level, he/she may, within three (3) days after receipt of the decision, file the grievance in writing with the Chairperson of the Committee on Professional Rights and Responsibilities (PR&R) of the Association for consideration of appeal to the Board.

(e) To be timely, an appeal of a grievance to the Board must be submitted to the Superintendent's office within ten (10) days of the aggrieved party's receipt of the Superintendent's written decision.

(f) The Board shall, within ten (10) days after receipt of the appeal, meet with the aggrieved party and with representatives of the Association for the purpose of resolving the grievance.

(g) The Board shall, within three (3) days after such meeting, render its decision and the reasons therefor in writing to the aggrieved party, with a copy to the Association.

(h) In the event that the aggrieved party is not satisfied with the disposition of his/her grievance at the Board level, he/she may, within five (5) days after a decision by the Board, request in writing that the Committee on PR&R submit his/her grievance to arbitration. If the Committee on PR&R determines that the grievance is meritorious, it may by written notice to the Board submit the grievance to arbitration within ten (10) days after receipt of a request by the aggrieved party. The decision to submit the grievance to arbitration must be the responsibility of the PR&R Committee.

(i) To refer a grievance to arbitration, the Committee on PR&R shall request the services of the American Arbitration Association. The Board and the Association, by mutual agreement, may utilize the services of the Connecticut State Labor Department Board of Mediation and Arbitration. A copy of such request shall be forwarded to the Superintendent and the President of the Association.

12.5 Arbitration

(a) Any grievance referred to the American Arbitration Association shall be subject to its then prevailing Voluntary Labor Arbitration Rules.

(b) The arbitrator's decision shall be in writing and shall set forth his findings, reasonings, and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law, or which is violative of the terms of this Agreement. The decision of the arbitrator shall be final and binding on both parties. The arbitrator shall have no power to alter, add to, or detract from the provisions of the Agreement.

(c) The costs for the services of the arbitrator will be borne equally by the Board and the Association.

12.6 Rights of Teachers to Representation

(a) 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.

(b) The Association may, if it so desires, call upon the professional services of the Connecticut Education Association for consultation and assistance at any stage of the procedure.

12.7 Miscellaneous

(a) All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

(b) The time limits specified may be extended by written agreement of the parties in interest.

ARTICLE 13 - INSURANCE BENEFITS

13.1 The Board shall make available to teachers Group Health and Life Insurance Plans. The Board reserves the right to change plan administrators or insurance carriers or to self-insure or fully insure, provided that the new coverage is comparable to the previous coverage and includes at least 80% of the hospitals and physicians who were in the preferred provider network of hospitals and physicians which existed immediately before the change of insurance carrier. Prior to making such change, the Board will consult with and explain the changes to the Association.

13.2 Eligibility

(a) Employees - All active professional employees of the Bethel Board of Education covered under this contract are eligible. However, part-time teachers who are paid less than 50% F.T.E. are not eligible for insurance benefits.

(b) Family members – Employees may elect to enroll their eligible dependents in each of the health insurance programs.

13.3 Employee Contribution Toward Insurance Premiums

(a) Full-time teachers shall contribute the following portions of the medical and dental insurance premiums through payroll deduction.

<u>Year</u>	<u>HSA</u>	<u>Dental</u>
2013 – 2014	18%	18%
2014 – 2015	18%	18%
2015 – 2016	18%	18%

(b) For part-time teachers who are paid at least 50% F.T.E., the Board shall pay the same percentage of the premium for individual coverage only that is paid for full-time teachers; the part-time teacher shall pay the difference plus 100% of the premium for dependent coverage, if elected.

(c) The Association shall be entitled to all legally disclosable information regarding claims and costs.

(d) The Board shall maintain a "Section 125" Salary Reduction Agreement for the purpose of enabling eligible teachers to divert a portion of their gross salaries, prior to reduction for federal income or social security taxes, by a minimum of \$100 to a maximum of \$3,000 per Plan Year for Health Reimbursement, and by a minimum of \$500 to a maximum of \$5,000 per Plan Year for Dependent Care, into an account from which, during the course of the Plan Year, they can be reimbursed for Health Care costs and Dependent Care costs they or their covered dependents incur that are not covered by the Medical or Dental Plans described in the Agreement between the Board of Education and the Bethel Education Association, including, but not limited to, their share of the premium costs for such Plans. 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. This waiver on the part of the Association shall not extend to acts which may be committed by the Board or its agent(s) other than acts in furtherance of the I.R.C. Section 125 plan.

13.4 Medical Insurance

Effective July 1, 2013, the Board shall offer two insurance plans, which shall be an Open Access Plan and an HSA plan with deductibles of \$2000/\$4,000. The HSA (Health Savings Account) plan described in the Appendix shall be the core insurance plan. For any teacher wishing to remain in the Open Access Plan, the Board will contribute toward the cost of that plan, an amount equal to the dollar amount contributed by the Board toward the premium of the HSA

plan for the teacher's coverage level. Any teacher remaining enrolled in the Open Access Plan shall pay the full difference between the dollar amount contributed by the Board and the full cost of the Open Access Plan. The Open Access Plan shall have a co-pay for high cost diagnostics of \$75 to a maximum of \$375 per year.

The Board will fund fifty percent (50%) of the applicable HSA deductible amount for each full-time teacher who elects coverage under the high deductible/HSA plan (with pro-rated funding of the deductible for part-time teachers). For the 2013-14 school year, the Board shall make its contribution toward the HSA deductible in two equal installments on or around July 1 and January 1. For the 2014-15 and 2015-16 school years, the Board's contribution toward the funding of the HSA deductible will be deposited into the HSA accounts in two equal installments on or around August 1 and February 1. The parties acknowledge that the Board's contribution toward the funding of the HSA plan is not an element of the underlying insurance plan, but rather relates to the manner in which the deductible shall be funded for actively employed teachers. The Board shall have no obligation to fund any portion of the HSA deductible for retirees or other individuals upon their separation from employment. For any plan year in which a teacher is enrolled in the high deductible/HSA plan for only a portion of the plan year, the Board's contribution toward the funding of the deductible shall be pro-rated.

13.5 Dental Insurance

Full service dental plan and orthodontia rider subject to an annual deductible of \$75 (individual) and \$150 (family) and an annual maximum benefit of \$1,200.

13.6 Insurance Study Committee

The Joint Insurance Study Committee shall continue to meet regularly throughout the term of this Agreement to monitor and evaluate the medical and dental insurance benefit utilization and to consider cost containment measures and cost-saving plan modifications. Three representatives shall be appointed by both the Board and the Association to serve on the committee.

13.7 Group Life Insurance

Death Benefit - an amount of insurance shall be provided to tenured teachers equal to two times base salary in the event of death from any cause. Life insurance in an amount equal to one times annual base salary in the event of death from any cause shall be provided to non-tenured teachers and teachers holding durational shortage area permits. Arrangements may be made to have the proceeds of the insurance paid in installments.

Total Disability Benefit - when total disability occurs before age 60 and in all probability the employee cannot engage in any work for an extended period of time, his insurance shall be kept in force without further cost for as long as he continues to be totally disabled. Satisfactory proof of continuing disability must be provided periodically. When death occurs during total disability, the life insurance shall be paid to the named beneficiary.

Exchange Privilege - upon termination of employment for any reason, the life insurance shall be continued for thirty-one (31) days. During this period, it may be exchanged for any individual policy, except term insurance, issued by the insurance underwriter by making application and paying the proper premium. No medical examination shall be required.

13.8 Group Accidental Death and Dismemberment Insurance

Benefits equal to the amount of life insurance are payable when an employee has an accident at or away from work and, as a result of the accident, suffers within 90 days, loss of life, or loss of both hands, both feet, sight of both eyes, or any combination of these.

Benefits equal to one-half the amount of life insurance are payable for loss of one hand, one foot, or the sight of one eye.

13.9 Long Term Disability Insurance

The Board agrees to provide a group Long Term Disability Insurance Program which shall cover employees who are totally and permanently disabled. The benefit, which shall be fifty percent of normal base pay to a maximum of \$4,000 per month, shall be payable after absence of one hundred eighty calendar days and shall continue so long as the employee remains disabled and under the care of a licensed physician and up to the employee's sixty-fifth birthday. The amount of the benefit shall be offset by Workers' Compensation, Social Security, salary payments and other disability or pension benefits paid by an employer sponsored program.

For the purpose of this plan, permanent disability is defined as the physical inability to perform any and every duty pertaining to employee's occupation or the complete inability of the employee to engage in any and every occupation or employment for wage or profit for which the employee is fitted by training, education or experience.

13.10 Compensation for Work-Related Injury.

Compensation for any teacher injured as a result of an assault while performing duties within the scope of his or her employment as a teacher shall be paid pursuant to Section 10-236a of the Connecticut General Statutes and the Workers' Compensation Act of the State of Connecticut. Any other work-related injury or illness shall be compensated in accordance with the Workers' Compensation Act, as amended from time to time. Any teacher who receives workers' compensation payments shall receive the difference between net base salary at the time of disablement and the workers' compensation payment. Said difference shall be paid for the period of Temporary Total Disability up to a maximum of six (6) months. Thereafter, at the teacher's option, said difference may be continued as long as the teacher is receiving Temporary Total Disability benefits provided the teacher has accumulated sick leave which shall be charged on a pro rata basis at the rate of one-third (1/3) day for each day of payment.

13.11 Insurance for Retirees.

In accordance with state statute, the Board shall provide each employee who retires under the provisions of the Connecticut State Teachers' Retirement System, the opportunity to continue coverage under the Board's hospitalization and medical group insurance plans provided the retired employee pays to the Board the cost of such premium in excess of that amount paid to the Board by the State Teachers' Retirement Board.

ARTICLE 14 - DUES/SERVICE FEE DEDUCTION

- 14.1** All teachers employed by the Board shall, as a condition of continued employment, join the Association or pay a service fee to the Association. Said service fee shall be equal to the proportion of Association dues uniformly required of members to underwrite the costs of collective bargaining, contract administration, and grievance adjustment.
- 14.2** Effective fifteen (15) days after the Board has received a mutually approved written authorization form signed by the teacher, the Board agrees to deduct from each teacher's salary an amount equal to the Association membership dues or service fee by means of payroll deductions. The amount of the deduction from each paycheck for membership dues shall be equal to the total Association membership dues divided by the number of paychecks from and including the first paycheck in September through and including the last paycheck in June. The amount of the service fee deduction from each paycheck shall be equal to the total service fee divided by the number of paychecks from and including the first paycheck in January through and including the last paycheck in June. The amount of Association membership dues shall be certified by the Treasurer of the Association to the Board prior to the opening of school each year. The amount of the service fee shall be certified by the Treasurer of the Association to the Board prior to January 1st of each school year.
- 14.3** The Treasurer of the Association shall certify to the Board in writing the current annual membership dues or service fee. In the event the Association changes said amount, it shall give the Board thirty (30) days' written notice prior to the effective date of such change.
- 14.4** Each month, the Board shall send the Treasurer of the Association a check for the total amount of dues or service fees deducted during the preceding month together with a list of teachers for whom such deductions were made.
- 14.5** The Association shall indemnify and save harmless the Board and the Town of Bethel against all claims, demands, suits or other forms of liability, including all attorney fees and costs incurred in defense of same, which may arise by reason of any action the Board may take to carry out this Article.
- 14.6** As referred to in this Article, the "Association" means the Bethel Education/Teachers Association and the Connecticut Education Association and the National Education Association.

ARTICLE 15 - SICK LEAVE

- 15.1** All certified professional employees and teachers holding durational shortage area permits shall be granted annually fifteen (15) days of sick leave with full pay. Unused sick leave will be allowed to accumulate to a maximum of 185 days.

After more than three (3) consecutive school days of absence due to illness, an instructional employee may be required to submit to the office of the Superintendent a physician's certificate, indicating the nature of the illness and certification of the employee's ability to return to work. Such examinations, if required, will be at the Board's expense if performed by the school physician.

- 15.2** For absence for sickness beyond granted leave, employees shall have deducted from their salary an amount equal to their daily rate for each day's absence.

- 15.3** Upon retirement, a teacher shall receive a sum equal to one-half of his accumulated sick leave, payable over three (3) years in July of each year. Upon death, the teacher's beneficiary shall receive a sum equal to one-half of his accumulated sick leave, payable in the same manner, unless the beneficiary is a surviving spouse who shall be given the option to be paid the full amount in a lump sum. If a lump sum payment is elected, payment will be made within two (2) weeks of the Board's receipt of the option. Notice of retirement must be given before October 1st for the teacher to receive payment of the first installment after the following July 1st.

ARTICLE 16 - LEAVES OF ABSENCE

All full-time teachers shall be entitled to the following absences with full pay. Teachers working less than full-time but at least as much as half-time shall receive such leave on a pro rata basis. Absences outlined in this section are non-cumulative and in addition to any sick leave. Teachers holding durational shortage area permits are entitled to leave only pursuant to the following Sections of this Article: Emergency Days, Funeral Leave, Religious Leave, Professional Days, Pregnancy Leave, Military Leave, Jury Duty Leave and Vacations.

- 16.1 Emergency Days** – Three (3) days per year.

An "emergency day" is hereby defined as a day of absence which is necessitated by any of the following events which prevents the teacher from reporting to work as scheduled:

- (a) Marriage of self or children or of parents, siblings or siblings of spouse where attendance at ceremony requires the absence of the teacher from school;
- (b) Serious illness of the teacher's spouse, child or other member of the teacher's immediate family for whose care the teacher is responsible;
- (c) High School or College graduation exercises for graduation of self, spouse, child,

step-child, or siblings where attendance at the ceremony requires the absence of the teacher from school;

(d) Birth of child by wife, requiring the absence of the teacher from school;

(e) Attendance at a funeral (other than as outlined in Funeral Leave) requiring the absence of the teacher from school;

(f) Handling of legal matters requiring the absence of the teacher from school;

(g) Other emergency reasons approved by the Superintendent.

Permission for emergency days must be requested in writing setting forth the reasons therefor, and must be submitted to the Principal (or, in the case of subsection (g), to the Superintendent) at least twenty-four (24) hours prior to the requested use. If the emergency is so urgent as to make twenty-four (24) hours' notice impossible, the request shall be made orally as soon as practicable, either in person or by telephone, to the Principal or Superintendent and must later be confirmed in writing. Permission to use an emergency day or days shall be granted or denied on the basis of necessity as determined by the Principal or Superintendent in response to each individual request. Notwithstanding the foregoing, one emergency day may be taken at the discretion of the teacher for personal business requiring the teacher's absence from school, with notice as above to the Principal. It is expressly agreed that this day shall not be used for extension of vacation periods, recreation or holidays.

16.2 Funeral Leave - Three (3) days per year.

Each teacher shall be permitted to leave, without loss of regular pay, for a death in the teacher's immediate family. "Immediate family" is defined as the teacher's spouse, parent, parent-in-law, child, step-child, grandparent, grandchild, brother or sister.

16.3 Religious Leave - Three days per year.

Absence with pay shall be allowed members for Religious observances requiring that no work be performed.

16.4 Professional Days

Absence with pay shall be allowed for worthwhile educational experience or for trips involving school business when such absences shall benefit the system as a whole. All absences for this purpose must have the prior approval of the Principal and the Superintendent.

16.5 The Superintendent may grant additional days with pay (not to exceed two (2) days per year) for unusual and unexpected circumstances associated with the provisions of Section 16.1.

16.6 In the event that circumstances arise whereby a teacher exceeds the allotted number of

days for any of the provisions of Section 16.1 above, an amount equal to the teacher's daily rate shall be deducted from his/her salary.

16.7 Pregnancy and Childrearing Leave

(a) Pregnancy Leave

Disability caused or contributed to by pregnancy, miscarriage, abortion, childbirth and recovery therefrom shall be treated as temporary illness for all job related purposes. Policies involving commencement and duration of leave, the availability of seniority and other benefits and privileges, protection under health insurance plans, and payment of sick leave shall be applied to disability due to conditions of pregnancy on the same terms and conditions as they are applied to illness.

(b) Length of Disability

The length of a teacher's disability due to conditions of pregnancy shall be determined by the teacher's physician and the teacher shall provide her physician's determination to the Superintendent's office as soon as it is available. Said physician shall specify the time period the physician expects the teacher to be unable to work due to the conditions of pregnancy, setting forth the date the teacher will have to cease working and the date the teacher may be expected to be able to return to work.

(c) Childrearing Leave

Childrearing leave shall be treated as a leave of absence without pay in accordance with Section 16.11 of this Article.

16.8 Military Policy

Military leave shall be granted in accordance with the provisions of Sections 10-156c and 10-156d of the Connecticut General Statutes.

16.9 Professional Purposes Leave

(a) Leave, other than Sabbatical Leave, may be granted by the Board for the purposes of professional enrichment.

(b) Teachers may return to their previous positions or to another position mutually agreed to without loss of tenure and with full credit for experience for salary purposes and with accrual of seniority.

(c) Professional Purposes Leave shall be without pay and fringe benefits. However, teachers may continue insurance benefits at their own expense if permitted by the insurance carrier.

16.10 Sabbatical Leave

- (a) In order to improve the educational programs of the school system and to stimulate professional growth of the personnel, Sabbatical Leaves may be granted by the Board. Notification to applicant shall be made by the Board on the January 15th following the date of application.
- (b) No more than two teachers shall be absent on Sabbatical Leave at any one time.
- (c) Requests for Sabbatical Leave must be received by the Superintendent in writing, in such form as may be required under normal circumstances, no later than November 1st of the year preceding the school year for which Sabbatical Leave is requested.
- (d) The professional staff member shall be eligible once after at least seven (7) consecutive full years of active service in the Bethel Public School System.
- (e) The Sabbatical Leave shall be for a full academic year, and the professional staff member shall be paid 60% of his annual salary rate, provided that the total compensation and the sabbatical pay does not exceed the professional staff member's full annual salary. If such does occur, the sabbatical pay will be reduced to an amount necessary to effect the balance.
- (f) No application for Sabbatical Leave shall be granted unless the applicant first agrees in writing that he will return at the end of the Sabbatical Leave for three (3) full academic years to the Bethel School System, or he will reimburse the Bethel Board of Education for the full amount of any Sabbatical Leave pay which he may have received. If the three (3) year commitment is not met, the reimbursement will be prorated. The Board will not seek reimbursement if extenuating circumstances should arise such as illness, injury, etc.
- (g) The teacher returning from Sabbatical Leave shall be placed on the appropriate step in the salary schedule as though such leave had not occurred.
- (h) While on Sabbatical Leave, the teacher shall be entitled to receive all health and insurance benefits provided in the contract.
- (i) Sabbatical Leaves shall not be granted to fulfill certification requirements.
- (j) Teachers returning from Sabbatical Leave are guaranteed appointment to the positions they would have held had they not taken a Sabbatical Leave.
- (k) Teachers on Sabbatical Leave are to report their activities to the Superintendent for transmittal to the Board to aid in evaluating the entire leave program.

16.11 Leave of Absence Without Pay

- (a) Upon recommendations of the Superintendent, the Board may permit teachers to take a leave of absence without pay not to exceed one (1) year in length for any valid reason as determined by the Superintendent.

(b) In considering whether to recommend such leave, the Superintendent shall take the following factors into account and shall report them to the Board when recommending such leave:

- (1) The teacher's need for the leave.
- (2) Length of time the teacher has served in the Bethel Schools.
- (3) Benefit which would result for the Bethel School System.
- (4) Expectation that the teacher will return to the Bethel School System.

(c) The teacher, at the end of the leave, may return to his or her previous job if it is available or to any other available position for which the teacher is qualified. Available positions within the building where the teacher last worked will be given the first consideration.

(d) Any teacher granted a leave without pay shall not qualify for fringe benefits during the period of the leave. However, the teacher may continue insurance benefits at his own expense if permitted by the insurance carrier.

(e) A teacher on a leave of absence without pay shall not accrue seniority and shall not receive credit for the time of the leave for salary purposes.

(f) Applications for leave under this Section shall be made at least thirty (30) days prior to the commencement of the leave requested.

16.12 Jury Duty

Any teacher who is called for jury duty shall receive the necessary leave to fulfill his legal obligation. The teacher shall receive a rate of pay equal to the difference between the professional salary and the jury fee.

16.13 Vacations

Professional staff members employed on a school-year contract will be allowed all vacations and holidays as shown on the annual school calendar, with the exception of those days when schools are closed for purposes of professional meetings.

16.14 Notification of Date of Return from Leave

The date on which a teacher intends to return from any extended leave, including leave provided by Sections 16.7, 16.8, 16.9, 16.10, and 16.11 above, shall be stated on the teacher's application for leave. Said date shall be reconfirmed in writing no later than March 1st of the leave year. Failure to reconfirm shall be deemed to be a resignation.

ARTICLE 17 - RESIGNATIONS

- 17.1** Teachers shall provide written notice to the Board as soon as practical of their intent not to return to their positions for the upcoming school year. Any teacher employed through the end of the work year and enrolled in a Board-sponsored medical insurance plan who provides such written notice to the Board by June 30th shall continue to receive medical insurance through August 30th, provided the teacher has prepaid his or her share of the medical insurance premium.

ARTICLE 18 - GENERAL PROVISIONS

- 18.1** It is understood that this Agreement is subject to, and shall operate within the framework of, the Statutes of the State of Connecticut.
- 18.2** It is understood that teachers shall continue to serve under the direction of the Superintendent and in accordance with Board and administrative policies, rules, and regulations, as amended, provided that the provisions of this Agreement shall supersede and prevail over any conflicting provisions contained elsewhere.
- 18.3** There shall be no reprisals of any kind taken against any teacher by reason of his membership in the Association or participation in its activities.
- 18.4** If any portion of this Agreement is ruled invalid for any reason, the remainder of the Agreement shall remain in full force and effect.
- 18.5** In the event that the Board and the Association shall fail to secure a successor Agreement prior to the termination of this Agreement, the Association and the Board will mutually agree to extend the duration of this Agreement, or any part thereof, for any period not to extend beyond the date of the execution of a Successor Agreement.
- 18.6** In all areas of administrative responsibility directly designated or implied, the administrator shall have the decision making authority associated with the responsibility. The judgment made by the higher authority shall prevail until such time as the conflict is resolved. In cases of conflict in this area, the grievance procedure as outlined in Article 12 will apply.
- 18.7** Teachers who are promoted to jobs with the Bethel Board of Education which are outside the bargaining unit, shall be permitted to return to jobs in the bargaining unit in accordance with this agreement.
- 18.8** Where used in this Agreement, personal pronouns shall include reference to both genders.
- 18.9** No tenured teacher shall be given written discipline, suspended or discharged without just cause. Grievances may be brought under this Section only when such action is not subject to the procedures of the Teacher Tenure Act. Teacher holding durational shortage area permits are employees at will and may be terminated by the Board with or without cause.

18.10 No material originating after original employment shall be placed in a teacher's personnel file unless the teacher has been notified. The teacher may submit a written notation regarding any material and the same shall be attached to the file copy of the material in question. If the teacher is asked to sign material placed in his/her file, such signature shall be understood to indicate his/her awareness of the material, but in no instance shall said signature be interpreted to mean agreement with the content of the material.

ARTICLE 19 - REOPENERS

19.1 The Board may extend the teachers' work day and/or work year. In such event, if the impact is not addressed by existing provisions of this Agreement, the Board shall notify the Association of its intent to reopen a particular portion of the Agreement. Such reopener shall be governed by the procedures established in C.G.S. 10-153 et seq. The negotiations shall be completed before the implementation of any change.

ARTICLE 20 - DURATION

20.1 The provisions of this Agreement shall be effective as of July 1, 2013, and continue and remain in full force and effect to and including June 30, 2016.

IN WITNESS WHEREOF, the parties and their representatives have affixed their signatures hereto.

BETHEL BOARD OF EDUCATION

BETHEL EDUCATION ASSOCIATION

Date

Date

APPENDIX A-1
TEACHERS SALARY SCHEDULE FOR 2013-2014

Years Experience	STEP	BA	BA+30	MA	MA+30	6TH	6TH+30
0	1	47,804	49,836	51,884	57,571	58,591	62,636
1	2	48,486	50,789	52,836	58,522	59,543	63,588
2	3	49,165	51,741	53,789	59,474	60,496	64,539
3-4	4	49,844	52,692	54,740	60,426	61,447	65,492
5	5	50,526	53,645	55,694	61,378	62,401	66,444
6	6	51,206	54,597	56,647	62,331	63,353	67,396
7	7	51,884	55,549	57,598	63,281	64,304	68,349
8	8	52,566	56,501	58,551	64,234	65,256	69,301
9	9	53,246	57,826	59,969	66,215	67,392	71,138
10	10	54,425	59,375	61,520	68,763	69,635	73,419
11	11	55,605	61,358	63,193	71,178	72,016	75,745
12	12	57,755	63,340	64,867	73,592	74,395	78,068
13	13		64,948	66,232	75,632	76,530	80,150
14	14		67,587	68,942	78,572	79,455	83,039
15	15		71,951	73,572	83,255	84,081	87,753
16+	16		77,230	79,189	89,298	90,091	93,995

Teacher Placement on Salary Schedule:

Added To The Above Schedule

BA+15 \$500

MA+15 \$600

6TH+15 \$600

Doctorate \$1,200

“Years Experience” represents the number of years of complete teaching and related experience, credited pursuant to Section 11.5. New teachers shall be placed on the salary schedule according to their number of years of credited experience.

Returning teachers who were paid below Step 16 in 2012-2013 shall advance one step on the salary schedule.

APPENDIX A-2
TEACHERS SALARY SCHEDULE FOR 2014-2015

Years Experience	STEP	BA	BA + 30	MA	MA + 30	6TH Yr.	6TH Yr. + 30
0-1	1	48,922	51,002	53,098	58,918	59,962	64,102
2	2	49,621	51,978	54,073	59,891	60,937	65,076
3	3	50,315	52,952	55,048	60,865	61,912	66,050
4-5	4	51,010	53,925	56,021	61,840	62,885	67,024
6	5	51,708	54,901	56,997	62,814	63,861	67,998
7	6	52,404	55,875	57,972	63,790	64,835	68,973
8	7	53,098	56,848	58,946	64,762	65,808	69,948
9	8	53,796	57,823	59,921	65,737	66,783	70,923
10	9	54,492	59,180	61,373	67,764	68,969	72,802
11	10	55,699	60,764	62,960	70,372	71,265	75,137
12	11	56,906	62,794	64,672	72,843	73,701	77,517
13	12	59,106	64,822	66,385	75,314	76,136	79,895
14	13		66,468	67,782	77,402	78,320	82,025
15	14		69,169	70,555	80,410	81,315	84,982
16	15		73,634	75,293	85,203	86,048	89,807
17+	16		79,038	81,042	91,387	92,200	96,195

Teacher Placement on Salary Schedule:

Added To The Above Schedule

BA+15 \$500

MA+15 \$600

6TH+15 \$600

Doctorate \$1,200

“Years Experience” represents the number of years of complete teaching and related experience, credited pursuant to Section 11.5. New teachers shall be placed on the salary schedule according to their number of years of credited experience. Returning teachers shall be placed on the salary schedule on the same steps they held during 2013-2014.

APPENDIX A-3
TEACHERS SALARY SCHEDULE FOR 2015-2016

Years Experience	STEP	BA	BA + 30	MA	MA + 30	6TH Yr.	6TH Yr. + 30
0	1	49,558	51,665	53,789	59,684	60,742	64,935
1-2	2	50,266	52,653	54,776	60,670	61,729	65,922
3	3	50,970	53,640	55,764	61,657	62,717	66,908
4	4	51,674	54,626	56,750	62,644	63,703	67,895
5-6	5	52,381	55,614	57,738	63,631	64,691	68,882
7	6	53,086	56,601	58,726	64,619	65,678	69,869
8	7	53,789	57,587	59,712	65,604	66,664	70,857
9	8	54,496	58,574	60,700	66,592	67,651	71,845
10	9	55,201	59,949	62,171	68,645	69,865	73,749
11	10	56,423	61,554	63,778	71,287	72,191	76,113
12	11	57,646	63,610	65,513	73,790	74,659	78,525
13	12	59,874	65,664	67,248	76,293	77,125	80,934
14	13	0	67,332	68,663	78,408	79,339	83,091
15	14	0	70,068	71,473	81,456	82,372	86,087
16	15	0	74,592	76,272	86,311	87,167	90,974
17+	16	0	80,065	82,096	92,575	93,398	97,445

Teacher Placement on Salary Schedule

Added To The Above Schedule

BA+15	\$500
MA+15	\$600
6TH+15	\$600
Doctorate	\$1,200

“Years Experience” represents the number of years of complete teaching and related experience, credited pursuant to Section 11.5. New teachers shall be placed on the salary schedule according to their number of years of credited experience.

Returning teachers who were paid below Step 16 in 2014-2015 shall advance one step on the salary schedule.

APPENDIX B

	2013-14	2014-15	2015-16
District Positions			
Adult Education Teacher (Hourly)	\$28.67	\$28.67	\$28.67
Curriculum/Professional Development Activities (Hourly)	\$33.45	\$33.45	\$33.45
Driver Education Teachers (Hourly)	\$28.67	\$28.67	\$28.67
Homebound Instructor (Hourly)	\$28.67	\$28.67	\$28.67
Professional Development Chairperson	\$2,150	\$2,150	\$2,150
Professional Development Presenter (Hourly)	\$33.45	\$33.45	\$33.45
Summer School Teachers (Hourly)	\$28.67	\$28.67	\$28.67
Tech Champions (Full Year)	\$518	\$518	\$518
Curriculum Department Head, Systemwide Coordinator	\$3,882	\$3,882	\$3,882
Curriculum Leaders (6-8)	\$2,987	\$2,987	\$2,987
Mentor Teachers (Total/2 yr. Commitment)	\$1,553	\$1,553	\$1,553
Web Master	\$1,707	\$1,707	\$1,707
Mentor Coordinator	\$2,070	\$2,070	\$2,070
Chemical Safety Officer	\$1,000	\$1,000	\$1,000
Period Coverage (Teachers who substitute in another class during their planning period)	\$24.36 Per Period	\$24.36 Per Period	\$24.36 Per Period
Bethel High School Positions			
Academic High School			
Community Service Club Advisor (Replaces AFS)	\$1,642	\$1,642	\$1,642
Bridges Advisor	\$682	\$682	\$682
DECA Advisor	\$1,642	\$1,642	\$1,642
Future Teachers Advisor	\$1,642	\$1,642	\$1,642
Literary Club Mirage Advisor	\$2,588	\$2,588	\$2,588
Monologue Advisor	\$961	\$961	\$961
Peer Tutor Advisor	\$2,174	\$2,174	\$2,174
Competitive High School			
Mock Trial Advisor	\$1,271	\$1,271	\$1,271
Math League Advisor	\$1,821	\$1,821	\$1,821
Ski Club Advisor	\$1,119	\$1,119	\$1,119
Robotics Club Advisor	\$518	\$518	\$518
School Governance High School			
Activities Director	\$7,966	\$7,966	\$7,966
Athletic Director	\$15,078	\$15,078	\$15,078
Alternate School Coordinator	\$2,588	\$2,588	\$2,588
Virtual School Coordinator	\$2,070	\$2,070	\$2,070

APPENDIX B

	2013-14	2014-15	2015-16
Senior Project Coordinator	\$1,553	\$1,553	\$1,553
BHS Television Production Director	\$2,070	\$2,070	\$2,070
Core Advisor	\$1,642	\$1,642	\$1,642
Freshman Class Advisor	\$1,366	\$1,366	\$1,366
Gay Straight Alliance Advisor	\$518	\$518	\$518
Japanese Club Advisor	\$518	\$518	\$518
Junior Class Advisor	\$2,048	\$2,048	\$2,048
Newspaper Advisor	\$2,404	\$2,404	\$2,404
Renaissance Advisor	\$2,617	\$2,617	\$2,617
Senior Class Advisor	\$2,617	\$2,617	\$2,617
Sophomore Class Advisor	\$1,593	\$1,593	\$1,593
Student Council Advisor	\$1,605	\$1,605	\$1,605
Yearbook Advisor	\$3,204	\$3,204	\$3,204
Key Club Advisor	\$518	\$518	\$518
United Club Advisor	\$518	\$518	\$518
Honor Societies High School			
National Art Honor Society Advisor	\$1,821	\$1,821	\$1,821
National Honor Society Advisor	\$1,821	\$1,821	\$1,821
Tri-M (Music Honor Society Advisor)	\$1,656	\$1,656	\$1,656
Music/Performance High School			
Advanced Choral Ensemble(s)	\$2,160	\$2,160	\$2,160
Assistant Band Director	\$2,204	\$2,204	\$2,204
Band Director	\$4,779	\$4,779	\$4,779
Choral Director	\$2,987	\$2,987	\$2,987
Color Guard Advisor	\$2,443	\$2,443	\$2,443
Dance Team Coach	\$682	\$682	\$682
Drill Designer	\$2,443	\$2,443	\$2,443
Jazz Ensemble Director	\$2,809	\$2,809	\$2,809
Monologue Advisor	\$961	\$961	\$961
Musical Cabaret Director	\$1,434	\$1,434	\$1,434
Musical Play Choreographer	\$1,792	\$1,792	\$1,792
Musical Play Director	\$4,182	\$4,182	\$4,182
One-Act Play Director	\$837	\$837	\$837
Orchestra Director	\$1,792	\$1,792	\$1,792
Percussion Assistant	\$2,204	\$2,204	\$2,204
Play Director	\$2,509	\$2,509	\$2,509
Play Producer (Drama Production, Musical, Children)	\$1,707	\$1,707	\$1,707
Set Designer/Builder	\$1,494	\$1,494	\$1,494

APPENDIX B

	2013-14	2014-15	2015-16
Winter Color Guard	\$2,204	\$2,204	\$2,204
Bethel Middle School Positions			
Academic Middle School			
Bridges Advisor	\$874	\$874	\$874
Newspaper Advisor	\$961	\$961	\$961
Peer Mediation Advisor	\$961	\$961	\$961
Competitive Middle School			
Mock Trial Advisor	\$961	\$961	\$961
Robotics Club Advisor	\$518	\$518	\$518
Math League Advisor	\$776	\$776	\$776
Governance Middle School			
MS Cluster Leader	\$1,346	\$1,346	\$1,346
Intramural Coordinator	\$1,035	\$1,035	\$1,035
BMS Television Production Director	\$2,071	\$2,071	\$2,071
Renaissance Advisor	\$961	\$961	\$961
Student Council Advisor	\$961	\$961	\$961
Yearbook Advisor	\$1,595	\$1,595	\$1,595
Music/Performance Middle School			
Advanced Choral Ensemble Director	\$1,996	\$1,996	\$1,996
Band Director	\$2,384	\$2,384	\$2,384
Choral Director	\$1,996	\$1,996	\$1,996
Choreographer	\$518	\$518	\$518
Dance Team Coach	\$544	\$544	\$544
Jazz Ensemble Director	\$1,792	\$1,792	\$1,792
Musical Play Director	\$1,138	\$1,138	\$1,138
Orchestra Director	\$1,792	\$1,792	\$1,792
Play Producer	\$518	\$518	\$518
String Chamber Orchestra	\$1,792	\$1,792	\$1,792
Symphonic Band	\$1,996	\$1,996	\$1,996
Talent Show Director	\$932	\$932	\$932
Winter Color Guard Coach	\$598	\$598	\$598
Elementary School Positions			
Governance Elementary School			
Music Directors (Band, Chorus, Orchestra)	\$1,996	\$1,996	\$1,996
Data Team Leaders (Rockwell & Berry)	\$518	\$518	\$518
Team Leaders (Johnson School)	\$776	\$776	\$776
Yearbook Advisor (Johnson)	\$816	\$816	\$816
Television Production Supervisor	\$1,035	\$1,035	\$1,035

APPENDIX B

	2013-14	2014-15	2015-16
Coaching Positions - High School			
Football	\$7,198	\$7,198	\$7,198
Football Assistant	\$4,319	\$4,319	\$4,319
Basketball	\$6,287	\$6,287	\$6,287
Basketball Assistant	\$3,775	\$3,775	\$3,775
Baseball	\$5,437	\$5,437	\$5,437
Baseball Assistant	\$3,263	\$3,263	\$3,263
Softball	\$5,437	\$5,437	\$5,437
Softball Assistant	\$3,263	\$3,263	\$3,263
Track	\$5,336	\$5,336	\$5,336
Track Assistant	\$3,202	\$3,202	\$3,202
Soccer	\$5,021	\$5,021	\$5,021
Soccer Assistant	\$3,013	\$3,013	\$3,013
Cheerleading (2 Seasons Included)	\$4757	\$4757	\$4757
Wrestling	\$5988	\$5988	\$5988
Wrestling Assistant	\$3,595	\$3,595	\$3,595
Volleyball	\$4,720	\$4,720	\$4,720
Volleyball Assistant	\$2,833	\$2,833	\$2,833
Field Hockey	\$4720	\$4720	\$4720
Field Hockey Assistant	\$2,833	\$2,833	\$2,833
Tennis	\$3,948	\$3,948	\$3,948
Cross Country	\$3,948	\$3,948	\$3,948
Golf	\$3,643	\$3,643	\$3,643
Swimming	\$4,720	\$4,720	\$4,720
Swimming Assistant	\$1,638	\$1,638	\$1,638
Lacrosse	\$4,494	\$4,494	\$4,494
Lacrosse Assistant	\$2,571	\$2,571	\$2,571
Weightlifting (3 Seasons Included)	\$4,211	\$4,211	\$4,211
Coaching Positions - Middle School			
Basketball	\$3,145	\$3,145	\$3,145
Basketball Assistant	\$1,887	\$1,887	\$1,887
Baseball	\$2,720	\$2,720	\$2,720
Baseball Assistant	\$1,632	\$1,632	\$1,632
Softball	\$2,696	\$2,696	\$2,696
Softball Assistant	\$1,618	\$1,618	\$1,618
Track	\$2,668	\$2,668	\$2,668
Track Assistant	\$1,601	\$1,601	\$1,601

APPENDIX B

	2013-14	2014-15	2015-16
Soccer	\$2,512	\$2,512	\$2,512
Soccer Assistant	\$1,506	\$1,506	\$1,506
Cheerleading	\$2,379	\$2,379	\$2,379
Cheerleading Assistant	\$1,428	\$1,428	\$1,428
Volleyball	\$2,359	\$2,359	\$2,359
Volleyball Assistant	\$1,415	\$1,415	\$1,415
Field Hockey	\$2,250	\$2,250	\$2,250
Field Hockey Assistant	\$1,351	\$1,351	\$1,351
Cross Country	\$2,014	\$2,014	\$2,014
Cross Country Assistant	\$1,209	\$1,209	\$1,209

APPENDIX C
National Board for Professional Teaching
Standards Certification

The Bethel Board of Education (the “Board”) and the Bethel Education Association (the “Association”) believe in the value and importance of professional growth and development for teachers as essential in helping students achieve high standards. The Board and the Association recognize the National Board of Professional Teaching Standards (the “NBPTS”) certification process as a highly effective means for teachers to engage in this essential professional development.

1. The Board and Association will encourage teachers to voluntarily undertake the assessment process to become NBPTS Certified.
2. The Board will pay 50 percent of the application fee net of funding provided by the State of Connecticut and the Connecticut Education Association for up to seven (7) teachers annually as selected by the Superintendent to undertake the NBPTS certification process each year.
3. The Board will assist and support the efforts of NBPTS certification candidates by providing up to five professional development leave days and by loaning materials and equipment that the Board owns, such as video cameras, editing equipment and computers. Professional development leave days shall be used exclusively for activities related to the NBPTS certification assessment process.
4. Completing the NBPTS certification assessment process, but not acquiring certification, qualifies a teacher to receive 3 credit hours towards advancement on the salary schedule. For such credit, the teacher shall provide verification that he/she has completed the certification process.
5. After providing evidence of acquiring certification to the Superintendent, the teacher shall receive an annual stipend of \$2,500 for a period of six (6) years. Said stipend will be added to the teacher’s salary and paid in regular salary installments each year. Said stipend will terminate should the teacher resign during this period.
6. It is important for NBPTS-Certified teachers to continue to work with the students of Bethel in the classroom. The Board and the Association agree that it is expected that NBPTS-Certified teachers will play a leadership role in the improvement of education provided for Bethel students. Such activities include, but are not limited to, monitoring, planning and delivering professional development, facilitating school change, and/or developing curriculum.
7. Teachers, who have completed the NBPTS certification process, will be expected to teach at least the following two years in Bethel. Failure to do so will require the teacher to reimburse the Board the application fee and any stipend received. If a teacher withdraws from the process or discontinues his/her efforts to complete the process, he/she shall be required to return to the Board any and all application fees the Board has paid on his/her behalf prior to the 26th pay period of that same school year.

SIDE LETTER

October 25, 2012

Al Robinson, President
Bethel Education Association
c/o Bethel Board of Education
1 School Street
Bethel, CT 06801

Re: Procedure for Volunteering for Additional Teaching Assignments

Dear Mr. Robinson:

This letter outlines the agreed-upon procedure to be followed at Bethel High School and Bethel Middle School to afford teachers the opportunity to volunteer to teach courses above and beyond the regular teaching work load pursuant to Section 11.1 (f) of the collective bargaining agreement between the Bethel Board of Education and the Bethel Education Association.

When there is a need/opportunity for High School teachers or Middle School CORE subject teachers to teach an additional course in a given semester, the following "Volunteer Process" shall be implemented in an effort to ensure equality of opportunity.

- i. When all student course registrations are complete, the total requests for all courses will be tabulated and forwarded to the department chairpersons.
- ii. The school administration and the department chairpersons will review all potential issues of class size pertaining to enrollments and determine the courses to be assigned.
- iii. In conjunction with the school administration, department chairpersons assign courses to teachers.
- iv. The remaining courses are identified by the administrator who is responsible for scheduling. By written notice from the administrator, teachers within the department will be informed of the available extra courses and may volunteer to teach extra courses by returning the preprinted notice indicating their interest to the administrator.
- v. Once volunteers from within the department have responded, the administrator will appoint such volunteers to additional course assignments based upon their relative seniority and qualifications for the assignment.

Al Robinson, President
Bethel Education Association
Re: Procedure for Volunteering for Additional Teaching Assignments
Page 2

- vi. If, after written notice and response from department members, extra courses remain available, written notice shall be sent from the administration to all teachers listing the courses available. Qualified volunteers from outside the department will be selected based upon their relative seniority and qualifications for the assignment.

This Side Letter shall run contemporaneously with the collective bargaining agreement between the Board and the Association for the period July 1, 2013 through June 30, 2016.

Please indicate the Association's concurrence with the foregoing by affixing your signature below.

Sincerely yours,

Chairman, Bethel Board of Education

Concurred By:

Al Robinson, President
Bethel Education Association

SIDE LETTER

October 25, 2012

Al Robinson, President
Bethel Education Association
c/o Bethel Board of Education
1 School Street
Bethel, CT 06801

Re: New Teacher Evaluations by Curriculum Department Chairpersons

Dear Mr. Robinson:

This letter substantially reiterates the content of a Memorandum of Agreement dated January 8, 2008 that governed the evaluation of new teachers by Curriculum Department Chairpersons for the duration of the collective bargaining agreement between the Bethel Board of Education and the Bethel Education Association for the period ending June 30, 2010.

This Side Letter shall run contemporaneously with the collective bargaining agreement between the Board and the Association for the period July 1, 2013 through June 30, 2016 (the "Agreement").

The Board, at its discretion, may appoint Curriculum Department Chairpersons, System-wide Coordinators and Curriculum Leaders for specific subject matter areas. Appointments to such positions shall be made for no more than one (1) year and may be renewed by the Board for additional one (1) year periods. The annual stipend for such positions is set forth in Appendix B of the Agreement.

Curriculum Department Chairpersons for English, Mathematics, Science, Social Studies, Tech Business Education and Special Education may be assigned by the administration to complete observations and evaluations of new teachers, provided the Chairpersons have a current 092 endorsement and have received advanced training in the Board's teacher evaluation protocol. Chairpersons who are assigned to perform these observations and evaluations shall be paid a base amount of \$4,655 (inclusive of the stipend listed in Appendix B) plus \$250 for each new teacher who has been assigned to them for observation and evaluation.

For the purpose of this Side Letter, the term "new teacher" shall mean a teacher with less than two (2) years' teaching experience in the Bethel school district.

Evaluations conducted by Department Chairpersons shall be formative only and shall comprise no more than 50% of a new teacher's total assessment.

Al Robinson, President
Bethel Education Association
Side Letter re: New Teacher Evaluations by Curriculum Department Chairpersons
Page 2

Please indicate the Association's concurrence with the foregoing by affixing your signature below.

Sincerely yours,

Chairman, Bethel Board of Education

Concurred By:

Al Robinson, President
Bethel Education Association