

**BETHANY BOARD OF EDUCATION
EMPLOYMENT AGREEMENT FOR UNAFFILIATED ADMINISTRATOR
2022 – 2024 SCHOOL YEAR**

It is hereby agreed by and between the Board of Education of the Town of Bethany (hereinafter called the “Board”) and **Jacqueline Nathman** (hereinafter called the “CIS”) that the said Board has and does hereby employ the said Jacqueline Nathman, as Climate and Instruction Specialist (CIS) of Bethany Community School and that Jacqueline Nathman hereby accepts employment as the Climate and Instruction Specialist of Bethany Community School upon the terms and conditions hereinafter set forth.

1. CERTIFICATION

As a condition of this Agreement taking full force and effect, the CIS shall hold and present to the Superintendent a valid certificate issued by the State of Connecticut enabling her to serve as the CIS of Bethany Community School. Failure to provide said certificate shall make this Agreement null and void. Should any such certification terminate, and the CIS not otherwise hold valid certification to serve as the CIS of Bethany Community School, this Agreement shall terminate immediately by its terms.

2. DUTIES

The CIS’ responsibilities will be determined by the Superintendent of Schools and may, from time to time, be modified in accordance with state law, Board policy, and established employment practices.

3. TERM

The term of said employment for the 2022 – 2023 school year is 198 days. The CIS will report five (5) days before the first day of school for staff and will cease five (5) days after the last day of school for staff.

4. SALARY

- A. The 2022-2023 school year annual base salary schedule of the CIS shall be the sum of \$94,760 paid on a bi-weekly basis for ten (10) months in accordance with the established pay dates for the District. Subsequent pay adjustments will be determined prior to the end of each school year during the term of this contract.
- B. The CIS shall be eligible to participate in an elective 403(b) custodial account. The CIS shall choose from the Board’s list of approved tax-sheltered annuity companies and 403(b) vendors pursuant to the Board’s 403(b) plan available to Board employees generally.
- C. If the CIS commences or ends employment as the CIS during the course of a contract year, the CIS’s salary shall be prorated based on the number of days worked during that contract year.

5. PAY OPTIONS

The CIS shall have the following pay options:

- a. Twenty-two payments over a ten-month period. Final pay will be issued on the last pay date in June.
- b. Twenty-six payments over a ten-month period with a lump sum payment being made on the last pay date in June for pay due in July and August.

Payroll must be notified in writing which option you elect prior to your departure in June. In no case may changes be made after the first working day in the school year.

6. COURSE REIMBURSEMENT

The CIS shall be eligible for course reimbursement after satisfactory completion of a course not to exceed \$1,000 per school year. Courses must have prior approval from the Superintendent. All courses must carry academic credit at a fully accredited institution of higher learning in a course of study directly related to the CIS's assignment or education. The decision of the Superintendent is final.

7. SICK LEAVE

- A. The CIS shall be entitled to fifteen (15) days of sick leave with full pay for each school year.
- B. Unused sick leave shall be accumulated from year to year, as long as the CIS remains continuously in the service of the Board, up to one hundred eighty-eight (188) days.
- C. All accumulated sick leave shall cease to exist on the day of termination of this Agreement.
- D. In the case of prolonged illness beyond five (5) consecutive days, the CIS may be asked to furnish a medical certificate stating the nature of the illness.
- E. 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 CIS's household.

8. BEREAVEMENT

Up to five (5) non-cumulative bereavement days per year shall be granted due to a death in the CIS's immediate family (defined as spouse, parent, sibling, child, grandparent, grandchild, parent-in-law, sibling-in-law, daughter/son-in-law, step, or foster child).

9. PERSONAL DAYS

- A. The CIS shall be entitled to four (4) non-cumulative personal absence days with each school year to be used at her discretion for personal business that cannot be conducted outside of school hours. These personal days shall be in addition to any sick leave accumulated.
- B. A personal day must be requested at least forty-eight (48) hours before taking such leave except in the case of emergencies.
- C. Personal days shall not be granted prior to or immediately following holidays or school vacations unless requested in writing and approved by the Superintendent.

10. EXTENDED LEAVES OF ABSENCE

Leaves not covered in Sections 7 through 9 may be granted at the discretion of the Board only upon recommendation of the Superintendent.

11. JURY DUTY

The CIS who is called for jury duty shall receive the necessary leave to fulfill this legal obligation. This leave shall not be deducted from sick leave or personal days. The CIS shall receive a rate of pay equal to the difference between her professional salary and jury fee. The CIS called for such jury duty shall cooperate fully with the Superintendent in an attempt to cancel or postpone such jury duty, if necessary.

12. HOLIDAYS

The CIS shall be paid for the following holidays when school is closed to celebrate the holiday:

- New Year's Eve
- New Year's Day
- Dr. Martin Luther King, Jr. Day
- President's Day
- Good Friday
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Thanksgiving Day
- Day following Thanksgiving
- Christmas Eve
- Christmas Day

Additional holidays such as Rosh Hashanah and/or Yom Kippur may be provided in any given year at the discretion of the Superintendent.

13. HEALTH and DENTAL INSURANCE

The CIS shall have access to the HDHP/HSA insurance plan.

The Board shall provide 78% of the cost of the health and dental insurance premium and any of their eligible dependents. The CIS shall pay 22% of the health and dental insurance premium.

14. HEALTH SAVINGS ACCOUNT (HSA)

A. The Board will contribute fifty percent (50%) of the applicable HSA deductible amount.

B. The Board's contribution toward the HSA deductible will be deposited into the HSA account 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 CIS acknowledges 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 the CIS upon his separation from employment.

15. LIFE and ACCIDENTAL DEATH & DISMEMBERMENT INSURANCE

The Board shall provide the CIS with \$100,000 of term life insurance during the term of this Agreement.

16. INSURANCE "BUYOUT" OPTION

A. If the CIS is eligible for Family or Employee + One coverage and is covered by a group health insurance plan through a spouse or an alternate insurance plan, she may elect to accept an annual "insurance buyout" of \$2,000 (prorated if employed for less than a contract year).

B. 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 CIS 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 the CIS's exercise of his options under this section. At no time shall the Board be deemed a self-insurer.

C. "Buyout" payments will be made periodically during the school year on a schedule determined by the Superintendent or his/her designee and will not be considered as part of the base salary for the purpose of calculating an annuity benefit.

17. IRS SECTION 125 PLAN

The Board shall maintain a "Section 125" Salary Reduction Plan which shall be designed to permit exclusion from taxable income of the CIS's share of health, dental, and life insurance premiums. The Board makes no representations or guarantees as to the initial or continued viability of such a Salary Reduction Plan and shall continue to make this plan available if the costs are not administratively burdensome.

18. AUTHORIZED DEDUCTIONS

The Board of Education authorizes deductions from employee salary payments as requested, or as required by law. (For example withholding tax, social security, credit union, Medicare, annuities, etc.) It is the implicit responsibility of each employee to verify the accuracy of these deductions as they occur.

19. TERMINATION

- A. The parties may, by mutual consent, terminate this Agreement at any time.
- B. The CIS shall be entitled to terminate the Agreement voluntarily upon written notice to the Superintendent of sixty (60) days, except that the sixty (60) days' notice is not required if termination is part of an action to implement a new Agreement. Upon receipt of such notice of termination, the Superintendent may elect to terminate this Agreement sooner than sixty (60) days.
- C. The employment of the CIS may be terminated in accordance with the provisions of Connecticut General Statutes Section 10-151.
- D. Nothing herein contained shall deprive the Superintendent of the power to suspend the CIS from duty immediately when misconduct is alleged without prejudice to the rights of the CIS as otherwise provided in this Agreement.

20. GENERAL PROVISIONS

- A. If any part of this Agreement is invalid, it shall not affect the remainder of said Agreement but said remainder shall be binding and effective against all parties.
- B. This Agreement contains the entire Agreement between the parties. It may not be amended orally but may be amended only by an Agreement in writing signed by both parties. Upon signing, it supersedes all prior Agreements between the parties.

BETHANY PUBLIC SCHOOL DISTRICT

CLIMATE & INSTRUCTION SPECIALIST

Colleen M. Murray, Superintendent

Jacqueline Nathman

Date Signed

Date Signed

June 2, 2022