

830773

1500 workers

AGREEMENT

between

**THE BRIDGEPORT EDUCATION
ASSOCIATION**

and

THE BRIDGEPORT BOARD OF EDUCATION

JULY 1, 2003 - JUNE 30, 2004



PLEASE ATTACH THIS ADDENDUM TO YOUR BEA CONTRACT

ADDENDUM

This addendum replaces language printed in the 2003-2004 BEA contract.

ARTICLE IV - SALARIES

Section 4.8.4 Summer School - Compensation shall be \$37.50 per hour

ARTICLE VII - WORKING CONDITIONS - LUNCH PERIOD

Memorandum of Understanding dated November 1, 1995

Article 7.2 Lunch Period

7.2.1 All teachers shall have a duty-free lunch period every day.

(a) The duty-free lunch period in the high schools and grades seven (7) and eight (8) will continue as heretofore.

(b) All elementary school teachers shall receive a duty-free thirty (30) minute lunch period and the normal academic program shall resume immediately upon the completion of such lunch period.

(1) In elementary schools with cafeteria facilities, five (5) minutes of travel time shall be established from the classroom to the cafeteria and from the cafeteria back to the classroom during which time the teachers in such schools shall provide supervision.

(2) In elementary schools without cafeteria facilities, the lunch program aides shall relieve the teachers in the classroom.

7.2.2 The Board of Education will make every effort to minimize teacher assignment to lunch duty and to recruit paraprofessionals for student supervision during the student lunch period (lunch duty).

(a) Whenever a high school or middle school (seventh/eighth grade) teacher is assigned to lunchroom supervision, such assignment shall be during a regularly scheduled duty period and shall not interfere with the teacher's duty-free lunch period or with his/her daily preparation period.

(b) Whenever a situation involving elementary school teachers requires professional lunchroom supervision, teachers will be asked to volunteer. Elementary school teachers will not be assigned to lunch duty.

7.2.3 For purposes of Article 7.2, elementary school teachers shall be defined as teachers whose teaching assignment is fifty percent (50%) or more with Pre-K through sixth grade students, or special education classes with students of an age equivalent to Pre-K through sixth grade students, or teachers of special education classes housed in a Pre-K, or K, through sixth grade school.

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THIS AGREEMENT MADE by and between the BRIDGEPORT BOARD OF EDUCATION (hereinafter referred to as the "Board") and the BRIDGEPORT EDUCATION ASSOCIATION (hereinafter referred to as the "Association").

ARTICLE I
RECOGNITION

- 1.1 The Board recognizes the Association as the exclusive representative of all certified professional employees of the Board, excluding the Superintendent of Schools, Assistant Superintendents, certified professional employees who act for the Board of Education in negotiations with certified professional personnel or are directly responsible to the Board of Education for personnel relations or budget preparation, temporary substitutes, and certified professional employees who are included in the "Administrators Unit") as defined in Section 10-153b(a), (hereinafter referred to as "members of the unit or teachers") pursuant to and with all the rights and privileges as provided by Section 10-153b - 10-153f of Connecticut General Statutes, as amended (hereinafter referred to as the "Statute"); the Association having been certified as the exclusive representative in a teacher representative referendum conducted on October 19, 1965.
- 1.2 The term "teacher" or "member of unit," as used in this Agreement, except where otherwise indicated, is considered to apply to all certified professional employees in the unit defined in Section 1.1.
- 1.3 Except as expressly provided otherwise by specific provisions of this Agreement, the determination and administration of educational policies, the operation of the schools and the direction of the professional staff are vested exclusively in the Board or in the Superintendent when so authorized by the Board.
- 1.4 The Association recognizes that the Board has the right to adopt and amend reasonable rules and regulations, and it is understood teachers shall continue to serve under the direction of the Superintendent of Schools and in accordance with Board and Administrative policies and such rules and regulations provided that this agreement shall supersede and prevail over conflicting rules and regulations. The Board shall compile and make available in each school a copy of such rules and regulations by September 15, 1983. Any change or addition to Board rules and regulations shall be posted in each school within one week of the Board's adoption.
- 1.5 It is understood that this Agreement is subject to, and shall operate within the framework of the Statutes of the State of Connecticut.
- 1.6 No certified professional employee shall in an effort to effect a settlement of any disagreement with the Board engage in any strike or concerted refusal to render services.

- 1.7 If any portion of this Agreement is ruled invalid for any reasons, the remainder of the Agreement shall remain in full force and effect.
- 1.8 The Board, the Association and all teachers will continue to endeavor to improve the physical and educational standards in the Bridgeport School System.
- 1.9 The Term "Superintendent" as used throughout this Agreement may include the Superintendent's designee, at the Superintendent's election.

ARTICLE II
PROFESSIONAL NEGOTIATION

2.1 Negotiation Over Successor Agreement and Budget

2.1.1 According to the time lines established by state statute, the parties agree to negotiate in good faith with each other to secure a Successor Agreement relative to all matters concerning teachers' salaries, fringe benefits, working conditions and related matters. Such negotiation shall include, but not be limited to, the handling of grievances, salaries, fringe benefits, specialists, class size, teaching load, performance of nonteaching duties, teacher facilities, teaching assignments, transfers, promotions, summer school and summer recreation programs, protection of teachers, leaves of absence, medical benefits, health services, substitute teachers and professional improvement and recruitment. The agreement so negotiated shall bind and inure to the benefit of the Board and all members of the unit, and shall be reduced to writing and signed by the Board and the Association.

2.1.2 During negotiation, the Board and the Association shall exchange relevant data, points of view and proposals and counterproposals. The Board shall provide the Association with a complete budget for the following school year, and will give the Association the opportunity to meet with the Board or its designees to discuss the Board's contemplated budget prior to its submission to the comptroller. The parties shall make available to each other for inspection all pertinent records. Personnel records shall not be released for inspection without the approval of the Superintendent or Assistant Superintendent.

2.2 Consultation Over Matters Not Covered by Terms of the Agreement

2.2.1 During the duration of the Agreement, in the event that the Association desires to make any proposal, the subject matter of which is not covered herein, the Association may submit such proposal in writing to the Superintendent (which term as used in this Section B shall also include his designee). The Superintendent shall acknowledge receipt of the proposal in writing within three (3) days thereafter. The Superintendent and the Association shall arrange for a mutually satisfactory time and place for a meeting to consult over such proposal within fifteen (15) days after receipt of the proposal, unless the Superintendent and the Association mutually agree to an extension of time for such meeting. During the initial and subsequent consultation

meetings, the Superintendent and the Association shall exchange relevant data, points of view, and proposals and counterproposals. The parties shall make all pertinent records and information within their possession available for inspection to each other. 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 consultation.

- 2.2.2 If an agreement is reached, it shall be presented to the Board as a joint recommendation of the Superintendent and the Association if the matter is one upon which the Board action is necessary. The Board shall not reject such recommendation without further consultation with the Association in a good faith effort to resolve the disagreement.
- 2.2.3 If the Association is dissatisfied with the progress or absence of consultation with the Superintendent, the Association may so notify the Board in writing and shall have the right to consultation directly with the Board in a good faith effort to reach agreement.
- 2.2.4 The Board shall not adopt a change in policy affecting salaries, fringe benefits, or working conditions which conflicts with a specific term of this Agreement.
- 2.2.5 Except in emergency situations when the Board will notify the Association as soon as practicable, the Board shall furnish the Association in writing any proposed policy or policy change it intends to promulgate at least thirty (30) days prior to its effective date. Within such thirty day period, a representative of the Board will, if requested by the Association, meet to discuss such proposed policy.
- 2.2.6 Any agreement reached with the Superintendent or the Board, as the case may be, shall be reduced to writing, shall be signed by the Board and the Association, and shall become an addendum to this Agreement.
- 2.2.7 The Board agrees not to negotiate at any time with any teachers' organization other than that designated as the representative pursuant to the Statute.
- 2.3 **Consultation Over State Funding**

The distribution of any additional state funds mandated for teachers' salaries beyond the amount needed to implement any state mandated minimum salary shall be negotiated between the Board and the Association. Such negotiations shall commence upon notification to the Board of the amount to be received and shall be completed by agreement of the parties or impasse, but in no event shall extend more than 30 days after commencement of negotiations, unless the parties agree otherwise.

ARTICLE III **GRIEVANCE PROCEDURE**

- 3.1 The Bridgeport Board of Education and the Bridgeport Education Association recognize the importance of orderly, just and expeditious resolution of issues which

may arise as the result of those provisions of an agreement dealing with salaries and conditions of employment under the Statute, and accordingly agree herein upon a grievance procedure for the effective processing of such disputes.

The Board and the Bridgeport Education Association also recognize the importance of stimulating responsible participation by the professional staff.

The purpose of the following grievance procedure shall be to settle equitably at the lowest possible administrative level disputes which may arise from time to time with respect to the specific provisions of this Agreement. The Board and the Bridgeport Education Association agree that these proceedings shall be kept as informal and confidential as may be appropriate at any level of the procedure. Upon written request containing specific descriptions of pertinent data the parties agree to make available to each other and to any aggrieved person and/or their respective representatives such data not privileged under law which is within their possession and which bears on the issues raised by the grievance.

3.2 **Definition**

A "grievance" is hereby defined to mean a complaint by a teacher or a group of teachers based upon an alleged violation of or variation from the provisions of this Agreement, or the interpretation, meaning or application thereof.

3.3 **Procedure**

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement. Any such agreement must be in writing and signed by both parties.

In the event a grievance is filed on or after June 1 which, if left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest, the time limits set forth therein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school term or as soon thereafter as is practicable.

3.4 **Preliminary Procedure**

Within thirty (30) days of the event giving rise to the grievance, a teacher with a grievance shall first discuss it with his immediate supervisor and/or principal, with the objective of resolving the matter informally. If the grievant so desires, a representative of the Association may be present.

3.5 **Level One**

3.5.1 In the event that the aggrieved person is not satisfied with the disposition of his grievance at the Preliminary Procedure, or in the event that no decision has been rendered within five (5) days after presentation of the grievance, he may file such grievance in writing with the Chairman of the Bridgeport Education Association's Committee on Professional Rights and Responsibilities hereinafter referred to as the Committee on PR&R within three (3) days after the decision at the Preliminary Procedure or eight (8) days after the Preliminary Procedure meeting, whichever is sooner. Within five (5) school days after receiving the written grievance the Chairman of the Committee on PR&R may refer it in writing to the Assistant Superintendent.

3.5.2 Within five (5) days after receipt of the written grievance, the Assistant Superintendent or his designee shall meet with the aggrieved person and his representatives in an effort to resolve it.

3.5.3 If a teacher does not file a grievance in writing with the Chairman of the Committee on PR&R and the written grievance is not forwarded to the Assistant Superintendent or his designee within thirty (30) days after the Teacher knows or should have known of the act or condition on which the grievance is based, then the grievance shall have been waived. A dispute as to whether a grievance has been waived under this paragraph shall be subject to arbitration pursuant to Level Four.

3.6 **Level Two**

In the event that the aggrieved person is not satisfied with the disposition of his grievance at Level 1, or in the event no decision has been rendered within five days after the commencement of the Level 1 meeting, he may forward such grievance in writing to the Chairman of the Committee on PR&R within three days after a decision by the Assistant Superintendent or his designee, or eight days after the commencement of the Level 1 meeting, whichever is sooner. Within five days after receiving the written grievance, the Chairman of the Committee on PR&R may refer it to the Superintendent or his designee. Within five days after receiving the written grievance, the Superintendent or his designee shall meet with the aggrieved person for the purpose of resolving the grievance.

3.7 **Level Three**

In the event that the aggrieved person is not satisfied with the disposition of his grievance at level Two, or in the event no decision has been rendered within five (5) days after he has first met with the Superintendent, or his designee, he may forward such grievance in writing to the Chairman of the Committee on PR&R within three (3) days after a decision by the Superintendent, or eight (8) days after he has first met with the Superintendent, whichever is sooner. Within five (5) days after receiving the written grievance, the Chairman of the Committee on PR&R may refer it to the

Board. Within ten (10) school days after receiving the written grievance, the Board shall meet with the aggrieved person for the purpose of resolving the grievance.

3.8 **Level Four**

3.8.1 In the event that the aggrieved person is not satisfied with the disposition of his grievance at Level Three, or in the event no decision has been rendered within ten (10) school days after he had first met with the Board, he may, within five (5) school days after a decision by the Board or fifteen (15) school days after he has first met with the Board, whichever is sooner, request in writing to the Committee on PR&R to submit his grievance to arbitration. If the Committee on PR&R determines that the grievance is meritorious and submitting it for arbitration is in the best interest of the Bridgeport school system, 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 person. However, any grievance which involves the rights and responsibilities, conferred upon the Board of Education by Statute, shall not be arbitrable, but the Arbitrator shall have the authority to determine if the grievance does, in fact, involve such Board's rights and responsibilities.

3.8.2 It is agreed that the selection of an arbitrator shall be determined by the then existing Rules and Regulations of the American Arbitration Association, or if agreed to by the parties for any specific case, by the then existing rules of the American Dispute Resolution Center.

3.8.3 The arbitrator so selected shall confer with representatives of the Board and the Committee on PR&R and hold hearings promptly and shall issue his decision in accordance with the then existing rules and regulations of the organization under which the arbitration is tried. 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 and shall be without power or authority to add to, subtract from, modify or delete any term or provision of this agreement. The decision of the arbitrator shall be submitted to the Board and to the Bridgeport Education Association and, subject to law, shall be final and binding, provided that the arbitrator shall not usurp the function of the Board or the proper exercise of the judgment and discretion of the Board under law and under this agreement.

3.8.4 The costs for the services of the arbitrator including per diem expenses, if any, and actual and necessary travel and subsistence expenses, shall be borne equally by the Board and the Bridgeport Education Association.

3.9 **Rights of Teachers to Representation**

3.9.1 No reprisals of any kind shall be taken by any party to this Agreement against any party in interest, any witness, any member of the committee on PR&R or any other participant in the grievance procedure by reason of such participation.

- 3.9.2 The right to advance a grievance to a higher level of the grievance procedure based upon determination that the grievance is meritorious, remains solely that of the Bridgeport Education Association. However, the grievant may choose to be represented by a party other than the Bridgeport Education Association up to and including Level Three. Representation at Level Four shall be the responsibility of the Bridgeport Education Association. When a teacher is not represented by the Bridgeport Education Association at Level One, Level Two or Level Three, the Bridgeport Education Association shall have the right to be present and state its views.
- 3.9.3 Any teacher, asked to meet with any principal, supervisor, or superior on a matter which such principal, supervisor or superior indicates will be disciplinary in nature, may request a representative of the Association to be present at such a meeting.
- 3.9.4 A tenure teacher who has been discharged by the Board of Education shall not have recourse to arbitration, but in lieu thereof such teacher shall have all rights set forth in Section 10-151 of the Connecticut General Statutes, including the right to appeal the discharge from the decision of the Board in accordance with the aforesaid provisions of the General Statutes.
- 3.9.5 Any hearing held by the Board of Education with respect to the discharge of a teacher shall be deemed to satisfy Level 4 of the procedure contained in this Agreement as well as the relevant provisions regarding a hearing before the Board of Education of the Connecticut General Statutes. In scheduling any such hearing, the relevant provisions of the General Statutes shall govern.
- 3.10 **Miscellaneous**
- 3.10.1 If a grievance affects a group or class of teachers, the Committee on PR&R may submit such grievance in writing to the Deputy Superintendent directly or at the Deputy Superintendent's election, to his designee and the processing of such grievance shall be commenced at Level One. The Committee on PR&R may process such a grievance through all levels of the procedure even though the aggrieved persons do not wish to do so.
- 3.10.2 If a grievance originates directly from the Superintendent's office, the PR&R Committee shall submit such grievance in writing to the Superintendent directly or at the Superintendent's election to his designee and the processing of such grievance shall be commenced at Step 2.
- 3.10.3 The written grievance shall state the specific article, section and subsection of this agreement claimed to have been violated, a brief set of facts, and the relief requested. Decisions rendered at Levels 1 and 2 of the Grievance Procedure shall be in writing setting forth the decision and the reasons therefore and shall be promptly transmitted

to all parties in interest and to the Chairman of the Committee on PR&R. Decisions rendered at Level 3 shall be in accordance with the procedures hereinbefore set out.

- 3.10.4 The Board and the PR&R Committee shall jointly adopt Grievance Procedure Forms and such forms will be available in each school. All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participant.
- 3.10.5 The procedure set forth above shall be the sole and exclusive remedy available to an aggrieved person hereunder.
- 3.10.6 Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved employees to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step, unless said grievant or the Association signifies in writing that they will not pursue the grievance but said action is taken without prejudice to the case.
- 3.10.7 Any decision, course of conduct or other action which becomes the subject of a grievance shall not be stayed pending the processing of the grievance except with the written consent of the Superintendent or the Board, which consent shall not be unreasonably withheld. A decision at any level of the procedure in favor of the aggrieved person, however, may provide appropriate restitution or other remedy for the period during which the grievance was suffered.

ARTICLE IV **SALARIES**

- 4.1 The salaries of all persons covered by this Agreement are set forth in "Salary Schedule" which are attached hereto as Appendix A and made a part of this Agreement.
- 4.2 The Board hereby adopts the teacher's Initial Contract, and the Teachers Annual Salary Agreement forms attached hereto as Appendices "D" and "E."
- 4.3 **Definitions**
- The terms used in the above Schedules shall be interpreted and applied in accordance with the following definitions:
- 4.3.1 **Bachelor** - A baccalaureate degree earned at an accredited college or university.
- 4.3.2 **Bachelor + 30** - Credit on the M.A. Schedule will be given to those people who have the B.A. plus 30 credits, provided that at least 6 credits of the 30 credits have been

completed during the last 5 years, before the request is made to move to the M.A. Schedule.

Out of state candidates who present the B.A. plus 30 credits will have their college records evaluated by the Board's Personnel Department for the M.A. schedule approval.

4.3.3 **Master** - A master's degree earned at an accredited college or university.

4.3.4 **M.A. + 1** - The completion of thirty (30) credits beyond the M.A. degree or B.A. + 60.

4.3.5 **Doctorate** - A doctor's degree earned at an accredited college or university, except that a juris doctor shall not be recognized for purposes of placement or advancement.

4.4 **Placement** - All members of the unit shall on ^{the first of} September 1 annually be placed on the appropriate step in the salary schedule, taking into consideration the following:

4.4.1 Degree status as defined in Section 4.3 above.

4.4.2 Credit up to maximum of schedule for previous certified teaching experience in an accredited public, private or military dependency school upon approval of the Superintendent, provided that no such credit shall ordinarily be given where there has been a gap of five years or more between the applicant's last full time teaching position and the date of application for the current position. This section applies to initial appointments only and is not retroactive.

4.4.3 Credit for up to two (2) years active service in the Armed Forces of the United States, Peace Corps, or similar agencies upon approval of the Superintendent. This section applies to initial appointments only and is not retroactive. The Board will notify teachers at the time of hire of their eligibility for such credit.

4.5 **Advancement**

4.5.1 ^{to be} ~~No teacher shall advance to the next highest column on the salary schedule either in September or February unless he has first notified the Board, in writing, by February 1 of the preceding school year of his intention to complete such requirements.~~
In addition, evidence of completed requirements for movement on the salary schedule must be submitted to the Personnel Office in accordance with the terms set forth in Appendix F attached hereto.

4.5.2 All credits for horizontal advancements should be obtained at an accredited college or university and should be in the field of education and/or areas which will contribute to the teacher's overall improvement as it relates to the teacher's current assignment or potential professional advancement, provided that the Superintendent may deny such credits when they are unrelated to the above. All such credits must be graduate

credits unless appropriate undergraduate courses are approved in advance by the Director of Personnel.

4.5.3 For purposes of credit for horizontal advancement, the course grade must be at least "C" or numerical equivalent.

4.6 **Optional Pay Plan** - All teachers in the Bridgeport School System shall have the option of a 21 or 26 pay plan. Such plan, chosen at the beginning of the year shall not be changed until the following year. In the event of the death of the teacher any money due would be paid to the estate. Those teachers who desire the 26 payment plan must make the choice upon submission of the contract for the following year. All others will be on the 21 payment plan.

base upon hiring

4.6.1 When a pay period falls during a vacation, all teachers will be paid on the last working day prior to that vacation, with the check postdated on the regular payday.

4.6.2 If the last regularly scheduled pay date during the school year falls prior to the last day of school, teachers will be paid on said last regularly scheduled pay day.

4.7 **Longevity** - Each teacher who has served in the Bridgeport School System for fifteen (15) or more consecutive years as of June 30 of the previous school year shall receive annually a longevity stipend on the last pay day in December as follows:

16-20	\$ 900
21-25	\$1,100
26-30	\$1,200
31 + years	\$1,300

↑ 9/2/12

4.8 **Special School Programs**

These following provisions apply to such programs as summer school, night school and Homebound.

4.8.1 Positions in these programs shall be filled first by teachers regularly employed in the school system, provided they have the qualifications to fill such position.

4.8.2 In filling such positions, consideration shall be given to a teacher's area of competence, major and/or minor field of study, his certification, his quality of teaching performance, his attendance record, his length of service in the system, and his prior experience in these programs, if any.

4.8.3 All openings for these positions shall be listed as early as possible so interested teachers may apply.

4.8.4 **Summer School** - Compensation shall be \$415 per week.

200

- 4.8.5 **Adult Education** - Compensation shall be \$25 per hour.
- 4.8.6 **Homebound Education** - Compensation shall be \$21 per hour.
- 4.8.7 **Webmaster** - Compensation for Webmaster shall be \$500 per school year. The Webmaster should work at or be assigned to the school for which he/she is Webmaster.
- 4.8.8 **Systems Operations** - Compensation for Systems Operations position shall be \$500 per school year. The Systems Operations individual should work at or be assigned to the school for which he/she serves as Systems Operations individual.
- 4.9 **Travel Allowance**
- 4.9.1 Teachers who are regularly required to work in two or more schools per day three times or more per week shall receive a travel allowance of twenty-five dollars (\$25.00) per month.
- 4.9.2 Teachers who are regularly required to work in two or more schools per day two times per week shall receive a travel allowance of fifteen dollars (\$15.00) per month.
- 4.9.3 Teachers who have been receiving a travel allowance in the past shall receive a travel allowance of twenty-five (\$25.00) per month, while they continue to occupy the position which entitled them to the travel allowance.
- 4.10 **Extra-Curricular Compensation** - Extra-Curricular positions will be paid in accordance with the Extra-Curricular Compensation Schedule.

ARTICLE V **HEALTH BENEFITS**

- 5.1 **Group Health Insurance (Active Teachers)** - The Board shall provide and pay for the following insurance for all teachers, spouses and eligible dependent children, except those eligible for Medicare:
- a. Health Maintenance Organization coverage substantially equivalent to the coverage provided during the 1991-92 school year with no deductibles or co-insurance charges. Effective July 1, 1997, such HMO coverage shall be modified as follows:
 1. a ten dollar (\$10.00) office visit copay, and
 2. a Hospital Admission copay charge of two hundred dollars (\$200) per admission up to an annual maximum of three charges per year per individual or five charges per year per family. If readmitted for the

same diagnosis within 30 days of first visit, no additional hospital admission charges apply.

- b. Or, at the election of the individual, indemnity or non-network coverage to include the following:
1. Home and Office Coverage substantially equivalent to the prior Blue Cross Century 96 plan with the pre- and post-natal endorsement, including a \$10 charge to the individual for each office visit.
 2. One Million Dollar (\$1,000,000) Major Medical Coverage with a \$200 per year deductible per individual and \$400 per family, an eighty percent (80%) co-insurance clause up to a maximum annual out-of-pocket cost of \$1,000 per individual or \$2,000 per family including the deductible.
 3. A Hospital Admission Charge of \$200 per admission up to an annual maximum of five (5) charges per year per individual or ten (10) charges per year per family. If readmitted for the same diagnosis within 30 days of first visit, no additional hospital admission charges apply.
 4. A rider for coverage of eligible dependents age 19 to 24.
- c. **In Lieu of Medicare Benefits** – Teachers aged 65 through 69 may elect for themselves and their spouses aged 65 through 69, at the Board's expense, the primary coverage under the group insurance benefit plans set forth in Section 5.1 above. Such election must be made in writing to the office of the Superintendent. This section applies only to the extent and under the circumstances that the selection set forth herein is required by the provisions of TEFRA.
- 5.2 **Prescription Drug Coverage** – The individual will receive \$1,000 worth of prescriptions and will pay the first \$5.00 for each prescription. Thereafter, the individual will be responsible for 20% of the cost of prescriptions with no limit on the amount of prescriptions.
- 5.3 **Health Insurance (Retired Teachers)** – Upon the retirement of a teacher who qualifies for a retirement allowance from the State Teachers' Retirement Board, the teacher may continue for the teacher and his/her spouse the coverage set forth in 5.1 above, as such coverage may be amended from time to time for active employees as long as such coverage remains substantially equivalent, by bearing 60% of the Board's varying cost for such coverage, subject to the rules of the applicable insurance carriers and state and federal law.
- 5.3.1 **Medicare Supplemental Coverage (over age 65)** – To the extent allowed by law, the Board shall provide to all retired teachers who are 65 years of age or older and

eligible for Medicare and for their enrolled dependents who are eligible for Medicare coverage substantially equivalent to the Blue Cross Age 65 supplement which relates to Medicare Part A and coverage substantially equivalent to the CMS Age 65 Supplement which relates to Medicare Part B. The Board is under no obligation to provide such supplementary coverage to the extent that these supplements are proscribed by the Tax Equity and Fiscal Responsibility Act of 1982 (TEFRA).

- 5.4 **Group Term Life Insurance and Accidental Death and Dismemberment Policy** – A twenty thousand dollar (\$20,000) group term Life Insurance and Accidental Death and Dismemberment Policy for active teachers and those teachers retiring on or after July 1, 1993. The Board shall pay 100% of such coverage for teachers and 40% of such coverage for retirees.
- 5.5 **Dental Insurance** – The Board will provide the CIGNA Dental Indemnity Plan or its substantial equivalent or the CIGNA Dental Care Option or its substantial equivalent for teachers and dependents. The choice of plan will be that of the teacher.
- 5.6 **Premium Cost Share** – Effective May 1, 2003, all teachers shall contribute ten percent (10%) of the premium or premium equivalent for the insurance benefits set forth in Sections 5.1 and 5.2 above. The Board shall provide a Section 125 plan to facilitate tax deductibility for such premium co-pays. Teachers may elect in writing, on a form provided by the Board, not to be enrolled in the above medical, prescription and dental coverages, provided such election applies to all such coverages. Thereafter, such teachers may elect to become enrolled in such plans only during the annual open enrollment period or in the event of a spouse's loss of coverage.
- 5.7 The Board retains the right to change carriers and/or to self-insure in whole or in part at anytime, after consultation with the Association, provided the benefits remain substantially equivalent.
- 5.8 **Protection of Members of the Unit**
- 5.8.1 Members of the unit shall report immediately in writing to their principal and to the central office all cases of assault suffered by them in connection with their employment.
- 5.8.2 This report shall be forwarded to the Board which shall comply with any reasonable request from the member of the unit for information in its possession relating to the incident or the persons involved, and shall act in appropriate ways as liaison between the member of the unit, the police, and the courts.
- 5.8.3 The Board agrees to provide legal counsel to defend any member of the unit in any civil action arising out of an assault on a member of the unit or any reasonable disciplinary action taken against a student by a member of the unit, and in any civil action arising out of any claim, demand, suit or judgment by reason of alleged negligence or other act resulting in accidental damage to or destruction of property.

within or without the school building, providing such member of the unit, at the time of the accident resulting in such injury, damage or destruction, was acting in the discharge of his duties within the scope of his employment or under the direction of the Board.

- 5.8.4 If criminal proceedings are brought against a member of the unit alleging that he committed an assault in connection with his employment, such member of the unit may request the Board to furnish legal counsel to defend him in such proceeding. If the Board does not provide such counsel and the member of the unit prevails in the proceedings, then the Board shall reimburse the member of the unit for reasonable counsel fees incurred by the member of the unit in his defense.
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- 5.8.5 Whenever a member of the unit is absent from school as a result of personal injury caused by an assault arising out of and in the course of his employment, he shall be paid his full salary for the period of such absence for up to one calendar year without having such absence charged to the annual sick leave or accumulated sick leave. Any amount of salary payable pursuant to this section shall be reduced by the amount of any workmen's compensation award for temporary disability due to the said assault injury for the period for which such salary is paid. The Board shall have the right to have the member of the unit examined by a physician designated by the Board for the purpose of establishing the length of time during which the member of the unit is temporarily disabled from performing his duties; and, in the event that there is no adjudication in the appropriate workmen's compensation proceeding for the period of temporary disability, the opinion of the said physician as to the said period shall control.
- 5.8.6 While the Board recognizes that it is obligated to investigate any and all complaints from parents and/or taxpayers, whether serious or frivolous, in regard to the professional conduct of teachers, the Board also recognizes its obligation to do all in its power to protect the teacher from undue harassment, embarrassment or public exposure.
- 5.8.7 When an administrator receives a complaint regarding the professional conduct of a teacher, the administrator shall urge the individual making the complaint to consult with the teacher in question. Should either the teacher or the maker of the complaint request, an administrator and/or Association representative may be present when the complaint is discussed.
- 5.8.8 Should the person making the complaint not be satisfied by his conference with the teacher, or should he elect not to have such a conference, he may submit a written and signed complaint to the building principal. Such complaint must be submitted within two weeks of the complainant's conference with the teacher (if applicable), or within two weeks of the time the complainant elects not to have such conference. Within at the most three days of receipt of the complaint, and preferably sooner, the principal shall inform the teacher of the new complaint and attempt to investigate and resolve the complaint. After a reasonable period of time, not to exceed six weeks, the

principal shall notify the person making the complaint and the teacher in writing of his resolution of the complaint. Such resolution will be subject to the Grievance Procedure commencing at Level Two.

5.9 Accident and Sickness Benefits – Teacher Injured While Working

- 5.9.1 A teacher who is injured while working and who qualified for Workmen's Compensation shall be covered by such Workmen's Compensation and all the benefits that accrue to such an award except as provided hereinafter.
- 5.9.2 For a period of one year following the date of injury that the teacher is away from his work and is so covered by the Workmen's Compensation, the Board of Education will pay the teacher the difference between Workmen's Compensation weekly award and his weekly pay. This payment shall be deducted from the accumulated sick leave but only in the ratio that the sick leave payment draws on the sick leave account. Teachers may be paid compensation and salary to exceed total school pay to the extent that it can be proven that the injury incurred in line of duty has made it impossible for that teacher to work during the summer, but in no event shall such compensation exceed what a teacher would have normally earned during such school year and such summer work.
- 5.9.3 Any absence for five (5) days, or for three (3) or more days in a holiday or vacation week, may need to be validated by a doctor's certificate. During a continued absence a certificate must be submitted each month thereafter. If after ten days such certificate is not submitted, the teacher will be removed from the payroll.
- 5.9.4 Any award for permanent disability under the provisions of the Workmen's Compensation Law will be reduced by the amount paid as sick leave credit would be restored.
- 5.9.5 All injuries must be reported to the principal immediately. Medical attention must be by a physician recognized by the Workmen's Compensation Office.

**ARTICLE VI
LEAVES OF ABSENCE**

6.1 Sick Leave

- 6.1.1 Beginning September 1, 1967, each teacher in the Bridgeport School System shall be entitled to sick leave with full pay of fifteen (15) school days in each school year. In addition thereto, each teacher may earn up to five (5) additional days of sick leave credit in each school year in the following manner: The teacher shall earn two days of additional sick leave if he/she achieves perfect attendance in either the first half or the second half of the regular work year; and the teacher shall earn a total of five days if he/she has perfect attendance for the entire regular work year. The only exception to the perfect attendance requirement is approved absence(s) for professional

development. Personal days and sick days shall count as absences in determining whether the teacher had perfect attendance.

- 6.1.2 Once each year after the beginning of the school year, but not later than November 15, each teacher shall receive a statement of sick leave credit.
- 6.1.3 Upon retirement or death, after a minimum of fifteen (15) years in the Bridgeport School System, a teacher or her estate shall be entitled to a retirement award equal to an amount calculated by multiplying the total accumulated sick leave days remaining by 0.175 then multiplying the result (up to a maximum of 35) by the teacher's daily rate of pay during the last year of work provided that the maximum daily rate of pay shall be capped at \$325. No payment will be made for partial days. The daily rate for all retiring teachers will be calculated by dividing the yearly salary by two hundred (200).
- 6.1.4 Any absence for five (5) school days, or of three (3) days or more in a holiday or vacation week, may need to be validated by a doctor's certificate. During a continued absence, a certificate must be submitted each month thereafter. If after ten (10) more school days such certificate is not submitted, the teacher will be removed from the payroll.
- 6.1.5 Any situation involving sick leave, such as but not limited to, Monday/Friday and/or Friday/Monday or other suspicious absence patterns, which, in the opinion of the Board, needs investigation, may be so investigated by medical or administrative authority initiated by the Board of Education.
- 6.1.6 Each member of the unit shall be granted one day sick leave, upon completion of perfect attendance during current summer session. Each member of the unit shall be able to accumulate one additional day, upon each summer of perfect attendance; such accumulation not to exceed more than a total of six (6) days.
- 6.1.7 Sick leave will be subtracted from a teacher's account only for those days missed while school was in session.
- 6.2 **Death in Family**
- 6.2.1 In case of death in immediate family, the member of the unit shall be allowed full pay for three (3) days' absence. (Immediate family shall be construed to mean: Father, Mother, Brother, Sister, Husband, Wife, Son, Daughter, Father-in-law, Mother-in-law.)
- 6.2.2 In case of death of a near relative, members of the unit shall be allowed one day's absence without deduction. (Near relative shall be construed to mean: aunt, uncle, niece, nephew, grandfather, grandmother, grandchild, brother-in-law, sister-in-law, first cousin, daughter-in-law and son-in-law.)

6.2.3 The above days are not to be deducted from the member of the unit's accumulated sick leave.

6.3 **Illness in Family**

In case of sickness in the immediate family residing in the same household, teachers may be allowed up to three (3) days' absence per year without loss of pay with the approval of the Superintendent. These are to be deducted first from the current year's sick leave and then from the teacher's accumulated sick leave, if any.

6.4 **Educational Conferences**

Teachers shall be allowed time to attend educational conferences, conventions, and meetings upon the approval of the Superintendent without loss of pay. This absence shall not be deducted from the teacher's accumulated sick leave.

6.5 **Sabbatical Leave**

6.5.1 The Board of Education, upon recommendation of the Superintendent of Schools, shall permit not more than seven (7) teachers, each of whom shall have been employed by said Board for an aggregate period not less than seven (7) consecutive years to receive a sabbatical leave of absence for a period of one (1) year at three-fourths of their regular salary under such rules and regulations as shall from time to time be adopted by said Board. Persons granted sabbatical leave must return to work in Bridgeport for a minimum of three (3) years.

6.5.2 When, in the opinion of the Board, the best interests of the school system will be equally served by potential sabbaticals, the applicant with the greater length of unbroken service in the system will be given preference, but only if suitable replacements are available. All teachers who are applying for sabbatical leave must submit their request and application to the Superintendent's office no later than January 1.

6.5.3 Said sabbaticals may be denied by the Board of Education only for fiscal reasons.

6.6 **Personal Days**

6.6.1 Each teacher is allowed one personal day for necessary reasons without seeking approval of the Assistant Superintendent. It is understood and agreed, however, that the Assistant Superintendent must receive written notice forty-eight (48) hours in advance from any teacher taking a personal day except in the case of emergency, and that it is further understood and agreed that this day shall not be used with another teacher or teachers for the purpose of a concerted refusal to render service to the Board of Education.

6.6.2 Teachers may be allowed an additional three (3) days of absence per year for emergency and other necessary reasons upon the approval of the Assistant Superintendent. Such approval shall not be unreasonably withheld.

6.6.3 Before taking this absence or making requests for absences of this nature, a teacher should bear in mind that his professional and moral responsibility is to be in the classroom. A teacher's record of attendance will be considered as a determining factor in the approval or disapproval by the Assistant Superintendent.

Examples of this nature are as follows:

- a. Emergency days over which the teacher has no control will be allowed without loss of pay and shall not be deducted from accumulated sick leave.
- b. Attendance at weddings.
- c. Religious Holidays – Those religious groups observing obligatory religious observances and services.
- d. Funeral of a close friend.

6.6.4 Teachers are expected to arrange for their own weddings in other than school time. It appears reasonable that plans should be made which will not require loss of time from teaching assignments. Any teacher who seeks such a deviation from this policy should discuss it with the Superintendent.

6.6.5 Requests must be received by the Superintendent in writing one week in advance. An appropriate form will be provided for the application of personal days under this article. In the event of any emergency, as noted in Item A above, a letter must be sent later, explaining the circumstances of such absence.

6.6.6 Personal leave days may not be used for the sole purpose of extending a holiday or vacation period. The personal leave day set forth in Section 6.6.1 may not be used during the last week of school, except at the discretion of the Superintendent.

6.7 Pregnancy Disability Leave

6.7.1 Any member of the bargaining unit who becomes disabled due to pregnancy or medical complications related to pregnancy and is unable to perform her normally assigned duties, shall submit a written statement from her physician indicating her present physical condition, the expected date of child birth, the nature of disability, the limitations which that disability imposes upon her ability to continue with her normally assigned duties, and the probable duration of that disability.

6.7.2 Any bargaining unit members so disabled shall be granted paid sick leave to the extent accrued, after which time the employee shall be placed on unpaid sick leave,

provided that either such leave shall be granted only for the duration of such pregnancy or pregnancy related disability.

6.7.3 Any bargaining unit member disabled as a result of pregnancy or medical complications related to pregnancy shall be entitled to receive all compensation which has been accrued under the various provisions of this Agreement, and, upon returning to work, shall receive full credit for accumulated seniority, retirement, fringe benefits, and other service credits.

6.7.4 Any bargaining unit employee previously disabled as a result of pregnancy or medical complications related to pregnancy must return to her position when she is physically able to perform her duties. The Board may require medical proof of any disability, which it considers unduly long in duration.

6.8 **Child-Rearing Leave**

6.8.1 Bargaining unit members shall be entitled, upon submission of a written request to the Superintendent of Schools, to an extended leave without pay or other benefits for the purposes of child-rearing, provided that such written notice must be tendered within three weeks from the date of giving birth, adopting, or otherwise fostering the child.

6.8.2 Upon the granting of such leave by the Board all disability, insurance, retirement and fringe benefits, seniority and other service credits shall cease to be paid or further accumulated for the duration of said leave. Such teacher shall be entitled to leave for the remainder of any school year in which the child is born, adopted, or fostered, and for up to one additional school year, provided that a teacher shall only be entitled to return from a child-rearing leave on the first day of any given semester, provided further, that the Superintendent may in his/her discretion waive this return date limitation. For the purposes of this Section only, the school year shall be assumed to begin on September 1 and end on August 31. The teacher's written request for such leave must include the duration thereof. The teacher shall have no right to return prior to, or to extend, the duration of the leave as requested by the teacher in writing.

6.8.3 Upon the expiration of such leave, and in the event the leave does not extend beyond the school year in which the leave commences, the teacher shall return to the same position which had been originally vacated by that teacher, provided that there has not been any program change or reduction in the number of teaching positions within his/her certification or school during the period of such leave. If any such change or reduction has occurred, the teacher will be reinstated to the first vacant position for which he/she is qualified by certification and seniority. In the event the leave is granted for an additional semester or school year the teacher will return to the first vacant position for which he/she is qualified by certification and seniority and shall have no prior claim to return to the same position which had been originally vacated by that teacher.

- 6.8.4 Teachers returning from child-rearing leave will be granted the same accumulated seniority, retirement benefits, fringe benefits, and other service credits which they possessed at the commencement of such leave. Further, teachers will return to the same step on the contract schedule as that which they occupied at the commencement of such leave if such leave commenced prior to February 1st of the school year. If such leave commenced after February 1st of the school year, they will be advanced one step beyond the step they had obtained prior to the commencement of such leave, unless the teacher was already at maximum.
- 6.9 **Jury Duty** – Any teacher 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 from personal days. The staff member shall receive a rate of pay equal to the difference between the professional salary and the jury fee. Despite the worthy purpose of jury duty, it is also recognized that the Board of Education and Superintendent have the responsibilities of preserving quality education through teacher presence and they will make necessary appeals to appropriate authority for teacher excusal when necessary. Teachers shall actively cooperate with the Board and the Superintendent in these circumstances when requested to do so.
- 6.10 **Military Duty**
- 6.10.1 Any teacher with an obligation to render military obligations shall receive leave necessary to fulfill this obligation. This leave shall not be deducted from sick leave or from personal days. In the event the military duty occurs during the school year, the staff member shall receive a rate of pay equal to the difference between the professional salary and whatever salary and/or fees may be received from the military.
- 6.10.2 Teachers subject to military obligation shall so notify the Board of that fact in writing during the first month of school, annually, and if any teacher joins or otherwise becomes subject to a military obligation subsequent to the start of the school year, the teacher shall similarly notify the Board as soon as the teacher becomes subject to said obligation.
- 6.10.3 The teacher's notification shall include the name and address of the military unit to which he is subject and the name and address of the teacher's commanding officers. Said notice will authorize the Board to contact the commanding officer to determine the dates of said annual military service. In the event the teacher fails to notify the Board as set forth above, the teacher shall not be compensated for the difference between his professional salary and the fees he receives from the military as provided in the paragraph above.
- 6.10.4 It is also recognized that the Board of Education and the Superintendent have the responsibility of preserving quality education through teacher presence. They will make necessary appeals to appropriate authorities for rescheduling of the obligation or teacher excusal when, in the judgment of the Superintendent, such action is

necessary. Teachers shall actively cooperate with the Board and the Superintendent in this regard when requested to do so.

6.11 **Unexcused Absence**

6.11.1 A teacher who is absent before and after a school holiday is presumed to be absent for the holiday for the same reason as she is absent for the school days, unless excused by the Superintendent of Schools after presentation of a physician's certificate of legitimate incapacity of the teacher. Teachers may not be absent from school for any reason other than those allowed in the above regulations, even without pay, without permission of the Superintendent. Such permission should be requested in writing prior to the absence when possible, or as soon as possible in the event of an emergency.

6.11.2 A doctor's certificate may be required for illness of five (5) days or of three (3) days or more in a holiday or vacation week. A certificate from the attending physician shall be presented to the Superintendent of Schools immediately upon completion and should also include the possible length of absence.

6.12 **General Leaves of Absence**

6.12.1 At the discretion of the Board and upon the recommendation of the Superintendent, a teacher may be granted a general leave of absence or extension thereof, without pay or benefits, but any such leave and extensions shall not exceed two years and may be for such lesser period as the Board may decide.

Teachers requesting such leave shall submit a written application to the Superintendent setting forth the reason for said leave and its proposed duration. This written application must be received at least one (1) month prior to the proposed commencement of the leave. For the purpose of this Section 6.12 only, the school year shall be assumed to begin September 1 and end on August 31. Any request for an extension of a leave must be submitted, in writing, to the Superintendent at least three months prior to the expiration of the leave. Notification of intent to return must be submitted, in writing, at least one (1) month prior to the expiration of the leave and failure to do so may be regarded as a resignation or voluntary quit by the teacher. Exceptions to timelines in this article shall be made for unusual or extenuating circumstances.

All teachers granted such leave will be notified by the Board, in writing, at the commencement of the leave, of all timelines and written notification requirements.

Upon the granting of such leave by the Board, all disability, insurance, retirement and fringe benefits, seniority and other service credits shall cease to be paid or further accumulated for the duration of said leave. However, to the extent allowed by the policies, hospitalization and medical benefits may be continued at the group rate, if the teacher pays the premiums, in advance at such intervals as may be directed by the

Board's business office, provided that such intervals are concurrent with those for teachers on leave; and provided further, that payments shall not be required more frequently than monthly.

Under ordinary circumstances, it is expected that the duration of any leave shall end on the last day of any given semester, so that return from leave will not result in a teaching change in the middle of a semester. Upon the expiration of a leave, and in the event the leave does not extend beyond the school year in which the leave commenced, the teacher shall return to the same position which had been originally vacated by the teacher, provided that there has not been any program change or reduction in the number of teaching positions within his/her certification or school during the period of such leave. If any such change or reduction has occurred, the teacher will be reinstated to the first vacant position for which he/she is qualified by certification and seniority. In the event the leave is granted for an additional semester or school year, or in the event the leave is extended, the teacher will return to the first vacant position for which he/she is qualified by certification and seniority and shall have no prior claim to return to the same position which had been originally vacated by that teacher. Failure of a teacher to return to her teaching position at the end of said leave, or failure of the teacher to return to the first vacant position to which she is recalled and for which she is certified, as set forth above, will be regarded as a resignation or a voluntary quit by the teacher.

Teachers returning from leave will be granted the same accumulated seniority, retirement benefits, fringe benefits, and other service credits which they possessed at the commencement of such leave. Further, teachers will return to the same step on the contract schedule that they occupied at the commencement of such leave if such leave is commenced prior to February 1st of the school year. If such leave commenced after February 1st of the school year, they will be advanced one step beyond the step they had obtained prior to the commencement of such leave, unless the teacher was already at maximum.

ARTICLE VII **WORKING CONDITIONS**

7.1 Class Size

7.1.1 The Board adopts the following class size limitations:

- a. Limit size of traditional classes to thirty (30) pupils.
- b. Limit class size of K-1 to twenty-five (25) pupils.
- c. Limit study halls to a ratio of one teacher to every forty (40) students.
- d. Require special subject area teachers on a full time basis to assume full responsibility of the classes.

e. A reasonable effort shall be made to limit the number of students in technology education classes.

f. Limit split grade classes grades K-1 to twenty (20) pupils.

7.1.2 Exceptions to the provisions of this Section may be made only if the Superintendent of Schools determines that it is necessary to do so in the best interests of the educational process. A disagreement over whether an exception is justified shall be subject to the grievance procedure. The foregoing standards are subject to modification for educational purposes such as the avoidance of split-grade classes or half-classes or specialized or experimental instruction (e.g., music, team teaching, physical education, large group instruction and typing).

7.1.3 An expedited procedure for processing grievances, resolving grievances and, when necessary, arbitrating grievances filed under Article 7.1 will take effect immediately.

a. Grievance timelines and levels will be reduced according to Section 7.1.6.

b. Arbitrations will be conducted under the current "Expedited Labor Arbitration Procedures" of the American Arbitration Association and the parties will investigate with the AAA the possibility of establishing a permanent panel of arbitrators to hear class size grievances under this procedure.

7.1.4 To better effectuate the Collective Bargaining Agreement class size provision, the Board will modify its controlled transfer policy as follows:

a. Effective with the '98-99 school year, no new controlled transfers will be granted at the beginning of the school year until October 1, except that controlled transfers may be granted prior to October 1 into classrooms that have a current enrollment of twenty-two (22) or less students for grades Kdg and One or twenty-seven (27) or less students for other grades/classes, and official projections would indicate that new enrollment is not anticipated.

b. On the day that a controlled transfer at the elementary level is being considered for approval by the Board, the receiving school will be contacted for updated enrollment figures. E-mail will be utilized to facilitate consideration in current enrollment and other special situations prior to the approval of a controlled transfer request.

c. No student requesting a controlled transfer will be placed in a class that has reached the limits set in Article 7.1.

d. Parents requesting a controlled transfer for their child will be advised in writing that the controlled transfer will be revoked at any time during the

school year if the enrollment from neighborhood students pushes class size above the negotiated limits.

- e. If a class containing one or more students on an approved controlled transfer exceeds contractual limits, controlled transfers will be revoked to reduce class size to within contractual limits.
- f. All students assigned to a school via a controlled transfer will have notification sent to each principal of such transfer and a copy will be placed in the student's permanent file. A list of all current controlled transfers, by school, will be available to the BEA upon request.
- g. Limits of Section 7.1.4 shall not apply where it is deemed necessary to retain a controlled transferred student in the school of assignment for medical reasons, safety or if required special education services are not available at the home school.

7.1.5 The Board will require that upon registering or transferring a student to attend a particular Bridgeport school, parents or legal guardians will provide proof of residency pursuant to uniform Board policy.

7.1.6 **Special Procedures for Class Size Grievances**

- a. Immediately following the addition to any class of a student which causes the class to exceed limits established in Article 7.1, the building delegate(s) and the principal shall attempt to resolve the problem informally. At the same time, the Delegate shall report the problem to the BEA Grievance Chairperson.
- b. The BEA Grievance Chairperson shall immediately notify (by phone or facsimile) the appropriate Assistant Superintendent and, within three school days, deliver a written grievance on behalf of the classroom teacher. No written grievance shall be filed prior to October 1 for any violation of three students or less above the contractually agreed upon limits. The grievance may be delivered in person or by facsimile. If no written grievance is delivered by the 30th day after the date of enrollment of the first student that will cause the contractual limits to be exceeded, it will be recognized that the grievance has been waived. However, if the 30th day falls prior to October 1, the written grievance shall not be delivered until October 1.
- c. Within five school days after the receipt of the written grievance, the BEA Grievance Chairperson shall receive from the appropriate Assistant Superintendent a written explanation of the plan and timeliness for resolution of the problem, or an official denial of the grievance.

- d. If the grievance is denied or the plan and/or timelines are deemed unacceptable at the Assistant Superintendent's level, the BEA Grievance Chairperson may, within three school days, forward the grievance to the Superintendent for consideration. Within ten school days, the BEA Chairperson shall receive from the Superintendent a written explanation of the plan and timelines for resolution of the problem, or an official denial of the grievance. At the request of either the BEA or the Superintendent, an informational hearing may be held. However, the scheduling of such hearing will not extend the timelines for a response at this level.
- e. The BEA may appeal the grievance to arbitration contemporaneously with filing with the Superintendent.
 - 1) Upon receiving a response from the Superintendent, the BEA may withdraw the request for arbitration.
 - 2) To the extent possible, and where appropriate, grievances for a particular school or department shall be consolidated and arbitrated at the same time.
 - 3) Grievances shall be arbitrated in accordance with the then current "Expedited Labor Arbitration Procedures" of the American Arbitration Association.

The provisions of Article III shall continue except as modified by these Special Procedures for Class Size Grievance.

7.2 Special Education

- a. Prior to the mainstreaming of a special education student into a regular class, the principal shall, to the extent consistent with statutory obligations, review the child's specific needs and problems, and provide that the receiving teacher shall be advised of any special techniques or methods to be used with said child.
- b. Any teacher having a special education student placed in his/her classroom or instructional program shall receive the appropriate supplies and materials necessary to implement the student's IEP.

7.3 Lunch Duty

- 7.3.1 The duty free lunch period in the middle schools and secondary schools will continue as heretofore. All teachers shall have a duty-free lunch period every day. Whenever a situation in an elementary school which requires teacher supervision during the lunch break from 11:20 a.m. to 12:20 p.m., teachers will be asked to volunteer. If enough teachers do not volunteer, it is understood that such duty must be assigned.

Pay for such an assignment will be at the rate of six dollars (\$6.00) per hour, for teachers. The Board of Education will make every effort to recruit teacher aides for supervisory work provided that at least one professional person is available as the responsible supervisor.

7.3.2 All elementary teachers shall receive a duty free thirty (30) minute lunch period and the normal academic program shall resume immediately upon the completion of such lunch period.

- a. In elementary schools with cafeteria facilities, five (5) minutes of travel time shall be established from the classroom to the cafeteria and from the cafeteria back to the classroom during which time the teachers in such schools shall provide supervision.
- b. In elementary schools without cafeterias the lunch program aides shall relieve the teachers in the classroom.

7.4 **Teacher Assignment and Transfer**

7.4.1 **Definitions**

a. Assignment

For purposes of this section, assignment shall mean the placement of a teacher in a particular grade or subject area within a school, or, for teachers who normally are assigned to more than one school, the schools to which said teacher is assigned.

b. Change of Assignment

For purposes of this section, change of assignment shall mean the change of a teacher's assignment to another grade or subject area within the same school, or, for teachers who normally are assigned to more than one school, a change in the school or schools to which said teacher is assigned.

c. Transfer

For purposes of this section, transfer shall mean the relocation of a teacher from one school to another school where such teacher is normally located in only one school.

7.4.2 **Policy**

The assignment and transfer of teachers within the school system is the responsibility of the Board acting through the Superintendent of Schools or his designee. The Board shall make a reasonable effort to meet reasonable requests and desires of

individual teachers involved, with regard to assignments and transfers, to the extent that such wishes do not conflict with the instructional requirements and best interests of the school system and the pupils.

This transfer and assignment policy shall be fairly and equitably applied with full advanced posting of administrative and staff openings which the Board desires to fill, in accordance with past practice.

Teacher assignment and transfers shall be made without discrimination in regard to race, creed, color, religion, nationality, sex or marital status.

7.4.3 Assignments

- a. Teachers shall be notified in writing by their principal by June 1 to the extent possible of their tentative assignments for the coming school year.
- b. Change of assignments will be voluntary to the extent possible but shall be subject to the Policy as set forth in subsection 2 above. A change of assignment shall not be effectuated or announced without a prior, personal conference with the individual involved except when a teacher is unavailable during the summer.
- c. During the summer months, teachers shall be notified in writing at the address on file with the Board of Education of any change of assignment.
- d. In arranging assignment and schedules for teachers who are assigned to more than one school, an effort shall be made to limit the amount of interschool travel.
- e. In determining an assignment seniority will be respected to the extent it does not conflict with the instructional requirements and best interest of the school system and pupils as set forth in Section 7.4.2, Policy, above.

7.4.4 Transfer

7.4.4.1 Voluntary Transfers

- a. By no later than June 15, the Superintendent shall cause to be posted in each school a list of the various openings in the school system of which the administration is aware at that time. Notice of all posted positions shall be posted in the Personnel Office with accessibility to teachers during regular Personnel Office hours.
- b. By the end of the school year, teachers who desire to apply for one of the posted openings shall file a written request with the office of the

Superintendent. If the teacher so requests the teacher will be granted a conference to discuss his written request.

- c. By August 1, the office of the Superintendent shall notify those teachers who applied pursuant to subsection (b) of the disposition of their request only if their requests are granted.
- d. The Superintendent will utilize all written requests for openings which occur between June 15 and July 31 in making his determination of transfers.
- e. In the event of a voluntary transfer seniority will be respected, to the extent it does not conflict with the instructional requirements and best interest of the school system and pupils as set forth in Section 7.4.2, Policy, above.

7.4.4.2 **Involuntary Transfers**

- a. In the event of involuntary transfers, seniority will be respected, to the extent that it does not conflict with the instructional requirements and best interest of the school system and pupils as set forth in Section 7.4.2, Policy, above.
- b. An involuntary transfer shall be made only after a meeting between the teacher involved and the Superintendent or his designees, at which time the teacher shall be notified of the reasons for the transfer. The teacher may have his association representative with him at this meeting with the Superintendent or his designee.

7.5 **Promotions**

- 7.5.1 All vacancies in permanent promotional positions which the Superintendent wishes to fill caused by death, retirement, discharge, resignation, or by the creation of a new permanent promotional position shall be filled as set forth herein.
- 7.5.2 All vacancies shall be adequately publicized, including a notice in every school (by posting, through the Superintendent's bulletin, or otherwise) as far in advance of the date of filling such vacancy as possible (ordinarily, at least 30 days in advance and in no event less than two weeks in advance).
- 7.5.3 Said notice of vacancy shall clearly set forth the qualifications for the position.
- 7.5.4 Teachers who desire to apply for such vacancies shall file their applications, in writing, with the Office of the Superintendent.
- 7.5.5 Such vacancy shall be filled on the basis of fitness for the vacant post, provided, however that where two or more applicants are substantially equal in fitness, the applicant with the greatest amount of seniority in the Bridgeport School System shall be given preference.

7.5.6 Except as set forth in subparagraph 7.5.1 above, promotional positions are those covered under the administrators unit.

7.5.7 All appointments to these aforesaid vacancies and openings shall be made without regard to age, race, creed, color, religion, nationality, sex, or marital status.

7.6 **New Positions**

It is agreed that in the event a new position below the rank of Assistant Superintendent is established during the period of this Agreement, said position shall be adequately publicized within the school system, including a notice in every school. Normally said notice shall be thirty (30) days in advance of filling such vacancy but at least three (3) weeks, and the vacancy shall remain vacant during the above-referenced period that the vacancy is noticed. Said notice of vacancy shall clearly set forth the qualifications for the position. Teachers who desire to apply for such vacancies shall file their applications in writing with the office of the Superintendent within the time limit specified in the notice. Such vacancy shall be filled on the basis of fitness as determined by the Superintendent for the vacant post, provided, however, that where two or more applicants are substantially equal in fitness, the applicant with the greatest amount of seniority in the Bridgeport School System shall be given preference. The Board will negotiate with the Association over the appropriate salary for such positions. However, nothing shall prevent the Board from filling the position at the salary the Board deems appropriate pending the negotiation.

7.7 **Teacher Facilities** -- The Board of Education and the BEA recognize the need for:

- a. Adequate staff facilities for every school;
- b. Adequate parking space at every school through: purchase of adjacent land, if possible, and agreement with the Police Department concerning parking procedures;
- c. Clean, well-lighted and well-ventilated classrooms, rest rooms and teacher lounges;
- d. Telephone facilities convenient for teacher use (e.g. in teacher's room); and
- e. Rooms for student support services and special education personnel with privacy and freedom from unnecessary interruptions and noise for student testing and conferences.

A Joint Facilities Working Committee comprised of three members appointed by the BEA and three members appointed by the Superintendent shall be established for the purposes of:

1. Considering ways to address the aforesaid goals and monitoring progress toward said goals;
2. Receiving and reviewing written concerns and complaints submitted by the BEA addressing the subject matter of said goals;
3. Making recommendations to the Superintendent on ways to address said goals, and action to be taken in response to verified complaints submitted by the BEA.
4. The subject matter of the Committee's work shall not be subject to level 4, arbitration, of the contract grievance procedure.
5. The Committee shall write, submit and present a report of its actions to the Superintendent and the Board at the conclusion of each school year. If the BEA and the Superintendent-appointed members cannot agree on the contents of said report, then separate reports may be written, submitted and presented.
6. During each school year the Committee shall meet quarterly, the first meeting to be held no later than September.

7.8 **Textbooks and Supplies**

- 7.8.1 The Board will provide sufficient updated textbooks to insure that each pupil assigned to a classroom at the commencement of the school year has a textbook for his own use. Students assigned to a specific classroom after the commencement of the school year shall have textbooks issued to them as soon as arrangements can be made by the Administration to obtain such books, if sufficient books are not then readily available.
- 7.8.2 The existing procedure for review and selection of textbooks shall continue as heretofore. Final decision on whether to approve, disapprove, or modify such procedure rests exclusively with the Board.
- 7.8.3 The textbooks to be used in the System shall be cooperatively arrived at through joint consultation among teachers and administrators, subject to final approval by the Board.
- 7.8.4 The Board of Education will make the necessary arrangements within its control to assure the delivery of supplies and textbooks in the respective schools prior to September 1 of the school year.
- 7.8.5 The Board recognizes the need, within its financial limitations, for providing adequate instruction materials, equipment and supplies for teachers in order to assist them in the effective discharge of their responsibilities. It is agreed, therefore, that by December 15 annually, all teachers shall express in writing their needs for materials, equipment and supplies for the following school year, which request shall be given to

their principal who shall utilize such material to formulate his or her request and forward same to the Superintendent by January 2.

7.8.6 The Board shall permit the principal of each school to requisition supplies in his/her school, the cost of which shall not exceed \$1.00 per student per school. The final determination as to how this money is to be spent shall be made by the faculty of the school, subject to the approval of the principal. The principal's approval shall not be unreasonably withheld. In the event the faculty of the school is unable to agree as to how this money is to be spent, the final decisions shall be made by the principal. It is understood and agreed that such funds shall come from the existing supply accounts, finally determined by the Board after the total Board budget has been determined by the Board of Apportionment and Taxation and shall not be in addition to such amount. Principals shall submit such requests in sufficient time to the Board to enable the Board to obtain such supplies.

7.8.7 Textbooks, supplies and other instructional materials will be available for use through the last day of regularly scheduled classes.

7.9 Non-Teaching Duties

7.9.1 The Board of Education will require the Superintendent to establish a committee with reasonable representation of Bridgeport Education Association members to study the incidence and impact of non-teaching duties on the teacher's time. The committee will study the feasibility of the use of teacher aides.

7.9.2 Whenever money is collected by teachers, arrangements shall be made to have the money deposited each day or held by the principal or a designated person.

7.9.3 Teachers will not be asked to sell insurance.

7.9.4 Teachers will not be asked to hand score standardized tests which can reasonably be machine scored.

7.9.5 No teachers shall be required to complete Personality Rating Sheets unless required by applicable state or federal statute or regulation.

7.10 Curriculum Revision

7.10.1 Curriculum revision shall be thoroughly researched by a joint committee of the Association and the Administration. The teachers shall play an active but advisory role in the preparation, implementation, and evaluation of curriculum.

7.10.2 The Board will encourage and support in-service training programs to prepare teachers for the new curriculum and will consider the use of released time when in the judgment of the administration it is required for an effective in-service workshop.

- 7.10.3 The advisability of pilot programs rather than full implementation will be considered.
- 7.10.4 Both the Board and the Association will constantly evaluate and study both established and new curriculum and either may suggest modifications or changes.
- 7.10.5 Curriculum writing and revision, and Early Reading Success Grant Tutoring Services shall be paid at the rate of \$15.00 per hour effective July 1, 2000; \$17.50 per hour effective July 1, 2001 and \$20.00 per hour effective July 1, 2002, for summer work and work outside of the regular work day; provided all such work must be approved in advance in writing by the appropriate Assistant Superintendent. Training concerning curriculum writing and revision and training concerning Early Reading Success Grant Tutoring shall be paid at the rate of \$15.00 per hour for the life of this contract provided it is either done during the summer or outside of the regular work day.
- 7.11 **School Preparation Periods**
- 7.11.1 The Board of Education and the BEA agree that preparation periods for elementary teachers should serve to improve the effectiveness of classroom instruction.
- 7.11.2 The Board will, as far as practical and legal, attempt to equalize existing elementary art, music, library and physical education teachers among all elementary schools. Elementary teachers may leave the classroom when such specialists are conducting their classes unless such classroom teacher feels that remaining will help to increase their proficiencies. The classroom teacher shall not be required to act as an aide or assistant to the specialist.
- 7.11.3(a) All middle school and secondary school teachers will be guaranteed five (5) preparation periods per week providing they are on a seven (7) period day, and unless a preparation period falls beyond the end of a one (1) session or shortened day. The Board has no obligation to reschedule the day to accommodate the preparation period. Should the Board determine to put such school on a six (6) period day, the preparation periods will be open for negotiations upon the request of either party.
- 7.11.3(b) Pre-K – sixth (6th) grade teachers will be provided with ^{a minimum} an average of four preparation periods per week. ^{with emphasis on a prep day} Exception to the above shall be in those cases where specialists for their classes are unavailable due to recruitment problems, temporary vacancy of a position, illness, unavailability of qualified substitutes or similarly related circumstances; provided, further, that the only Pre-K classes eligible for this benefit are the current 1997-98 (approximately 17) Pre-K classes, and only to the extent that the provision of prep periods to those Pre-K classes is without cost to the Board.
- 7.11.3(c) A reasonable effort will be made to ensure that elementary preparation periods scheduled will be in effect the first through the last day of school.

- 7.11.3(d) The Board will endeavor to provide all necessary supplies and equipment for use by the specialist and classroom teacher.
- 7.11.3(e) The specialists will provide a grade for each student the specialist instructs.
- 7.11.4 A preparation period is that time in which a teacher is free to prepare lessons and/or meet what he deems to be his professional responsibilities during the school day.
- 7.12 **Attendance Records** – Teachers shall continue to be required to keep daily attendance records and to compile monthly attendance reports to be used by the computerized record keeping program.
- 7.13 **Subject Areas**
- 7.13.1 Academic subject area secondary and middle school teachers shall not be involuntarily assigned more than twenty-five (25) teaching periods per week.
- 7.13.2 The Board and the Association agree that it is educationally sound that middle and secondary school teachers, who work in departmental systems (except foreign language teachers), shall not teach more than two subjects or have more than three course preparations. Any exception to this rule must be made only by the Superintendent. The final step in the grievance procedure shall terminate with the Board of Education.
- 7.13.3 Non-academic subject teachers who are teaching six (6) periods will not be assigned homerooms.
- 7.14 **Miscellaneous Meetings**
- 7.14.1 Teachers shall attend four in-service workshops scheduled by the Superintendent and effective July 1, 1987, shall attend five in-service workshops scheduled by the Superintendent. Such workshops shall be conducted between the hours of 1:30 p.m. and 3:30 p.m., and between the hours of 1:10 p.m. and 3:30 p.m. in the middle and high schools, provided, however, that the times of said workshops may be changed to reflect the 20 minute longer school day which comes into effect the 1986-87 school year. Two of these workshops will be scheduled for individual school workshops with the agenda to be determined by the faculty of the school. Where no lunch is served, class on workshop days shall end after four hours and where lunch is served, class shall be extended thirty-five minutes; provided, however, that these times may be extended to reflect the 20 minute longer school day in effect with the start of the 1986-87 school year.
- 7.14.2 Teachers are required to give four (4) sessions per year for report card conferences, two after the first quarter and two after the third quarter. These conferences will occur on one-session days. Teachers will be dismissed after a four (4) hour school day on these occasions.

- 7.14.3 Teachers are encouraged to attend PTA meetings.
- 7.14.4 General school faculty meetings (not including department or grade level meetings) within individual schools shall be limited to ten per year. Teachers may leave such meetings one hour after the meetings begin.
- 7.14.5 The Superintendent shall meet regularly with three representatives of the Association on at least a monthly basis, after the end of the instruction day, to discuss matters of mutual concern.
- 7.15 **Job Descriptions** – A copy of Job Description for Personnel in Administrative, Supervisory, Teaching and Auxiliary Assignments shall be made available in manual form to all school buildings within the system. This manual is to include the official title, function, responsibility and specification profile for each job classification. Such manual shall be developed through the cooperative efforts of the Association and the Superintendent's office.
- 7.16 **Federally Funded Positions**
- 7.16.1 Any new position created through Federal funds which the Board desires to fill shall be adequately posted within each school normally thirty (30) days but at least three weeks prior to the appointment of this position. Teachers who desire consideration for jobs created through the use of Federal funds may submit a letter of application to the Assistant Superintendent for such posted position within the thirty day posting period.
- 7.16.2 The Superintendent's office shall notify each school periodically during the school year of all newly created positions and vacancies and the job qualifications for each as well as the appointment of same.
- 7.16.3 Individuals in federally funded positions have the same tenure rights as all other teachers.
- 7.16.4 An opportunity shall be provided for one representative chosen by the Association to participate in an advisory role in the initial planning of any school committee engaged in formulation programs or projects for the utilization of State or Federal Funds.

ARTICLE VIII
PAYROLL DEDUCTIONS AND AGENCY SHOP

- 8.1 **Payroll Deductions** – All of the following deductions are subject to the capabilities of the computer.
- 8.1.1 In addition to those payroll deductions required by law the following agencies are eligible for payroll deduction. All requests for deductions must be in writing on approved authorization forms.

8.1.2 A list of approved deductions is as follows:

Washington National Insurance
Bridgeport Education Association
Connecticut Education Association
National Education Association
Tax Sheltered Annuity Plans (10)
U.S. Savings Bonds

8.1.3 Effective September 1, 1991, teachers who have appropriately notified the payroll office will be able to have all regular pay checks directly deposited.

8.1.4 **Dues Deduction** – Each of the Associations named in Section 8.1.2 above shall certify to the Board in writing the current rate of its membership dues. Any Association which shall change the rate of its membership dues shall give the Board sixty (60) days written notice prior to the effective date of such change.

8.1.5 Deductions referred to in Section 8.1.2 above shall be made on the first pay day of each month. The Board shall not be required to honor for any month's deduction any authorizations that are delivered to it later than one week prior to the distribution of the payroll from which the deductions are to be made.

8.1.6 No later than November 15 of each year, the Board shall provide the Association with a list of those employees who have voluntarily authorized the Board to deduct dues for any of the Associations named in Section 8.1.2 above. The Board shall make available to the Association a monthly list.

8.1.7 Payroll authorizations for Association dues shall be in full force and effect for so long as a teacher continues in the employ of the Board, but no longer than the duration of this Agreement. The Association agrees to indemnify, defend and hold the Board harmless for any action that might arise against the Board for compliance with dues deductions provisions of this Agreement.

8.1.8 **Teacher Retirement Deductions** – Deductions for Teacher Retirements shall be deducted from the first twenty (20) checks of the school year, in as nearly equal amounts as possible.

8.2 **Dues Deduction and Service Fee Deduction**

8.2.1 **Conditions of Continued Employment** – All members of the Bargaining Unit employed by the Bridgeport Board of Education shall, as a condition of continued employment, join the Association or pay to the Association a service fee. 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.

- 8.2.2 **Members** – All members of the Bargaining Unit who elect to join the Association shall sign and deliver to the Association, if they have not already done so, an authorization for the payroll deduction of membership dues of the Bridgeport Education Association, the CEA and NEA. Employee authorization for dues deduction will be in writing. Said authorization shall continue in effect from year to year unless such teacher shall notify the Bridgeport Board of Education and the Association in writing not later than thirty (30) days prior to the commencement of the school year. If said notice is timely delivered, it shall mean that in the coming school year said teacher shall pay the service fee as described in Section 8.2.1 above, and paid in accordance with Section 8.2.3 below.
- 8.2.3 **Non-Members** – For those members of the Bargaining Unit who have not joined the Association and delivered said authorization card by October 1st, the Board of Education agrees to deduct the annual service fee from their salaries through payroll deduction. The amount of said service fee shall be equal in amount to the proportion of Association dues uniformly required of members to underwrite the costs of collective bargaining, contract administration and grievance adjustment.
- 8.2.4 **Subsequent Employment** – Those members of the Bargaining Unit commencing employment after the date of execution of this contract shall, within thirty (30) days of such commencement, sign and deliver to the Board of Education an authorization card as described in Section two of this Article or fall under the provisions of Section three of this Article after such thirty (30) days.
- 8.2.5 **Forwarding of Monies** – The Board agrees to forward to the BEA each month all monies deducted during that month for local dues and local service fee deduction. The Board further agrees to send each month, all monies deducted during that month for BEA, CEA and NEA dues and BEA, CEA/NEA service fee deduction to the BEA.
- 8.2.6 **Lists** – No later than the first paycheck in October of each school year, the Board shall provide the Association with a list of all professional staff members of the Board and the positions held by said employees. The Board shall notify the Association monthly of any changes in said lists.
- 8.2.7 The right to refund the employee's monies deducted from their salaries under such authorization shall lie solely with the Association. The Association agrees to reimburse any employee for the amount of any dues deducted by the Board and paid to the Association, which deduction is by error in excess of the proper deduction, and agrees to hold the Board harmless from any claims of excessive deduction.
- 8.2.8 The Association shall indemnify and save the Board and/or the town harmless against all claims, demands, suits, or other forms of liability, which may arise by reason of any action taken in making deductions and remitting the same to the Association pursuant to this Article.

8.3 **Information for Teacher Personnel Files**

It is the responsibility of the teacher to provide the Personnel Office with all necessary personnel record documentation on an updated basis. A form will be distributed annually for each teacher to complete. Information to be provided will include a current address, degree information and dependent status. Forms will be available in each school office for teachers to update such information during the school year. Copies of all valid teaching certificates must also be provided by the teacher to the Personnel Office.

ARTICLE IX
ASSOCIATION BUSINESS

- 9.1 Officers of the Association and the Building Delegates may use the office telephone to conduct official Association business provided that the calls will not be made during the teachers' class times. The number and length of calls will be kept to a minimum, and all calls will be local. If the Board determines that such use of the telephone impairs the administration or efficiency of the school system, this section may, at the Board's discretion, be revoked.
- 9.2 If requested by the Association, the Board of Education will grant the President of the Association a one year's leave of absence without pay for the purpose of attending to Association business. No later than June 1 of each year the Association shall notify the Superintendent in writing as to whether such leave will be taken for the next ensuing school year. Upon expiration of such leave, the President shall be reinstated to his/her former position without loss of accrued seniority.
- 9.3 When it is necessary for official representatives of the Association to engage in Association activities directly relating to the Association's duties as representatives of the teachers, they shall be given such free time, without loss of pay, as is necessary to perform any such activities subject to the approval of the Superintendent of Schools. The Association, and its officers, recognize and agree that this privilege should not be abused.

ARTICLE X
GENERAL PROVISION

10.1 **Reduction in Force**

- 10.1.1 **Preamble** - The Board and the Association agree that while the primary consideration in determining the order of layoff of tenured teachers who are qualified by certification should be seniority, the responsibility of the Board requires that the impact of a reduction in force upon the educational program and its affirmative action obligations must also be considered.

- 10.1.2 **Order of Layoff** – When the Board determines that a reduction in professional staff is necessary, the following principles will be controlling:
- 10.1.3 Non-tenured teachers will be laid off before tenured teachers.
- 10.1.4 Less senior tenured teachers will be laid off before more senior tenured teachers who are qualified by certification, seniority to be determined by length of continuous service from most recent date of hire.
- 10.1.5 A teacher who will be laid off under this procedure shall have the option to replace a less senior teacher whose position he/she is qualified by certification to fill.
- 10.1.6 The Association shall indemnify and hold the Board harmless against any and all claims, demands, suits or other forms of liability that might arise out of or by reason of action taken or not taken by the Board for the purpose of complying with the provisions of this Section.
- 10.1.7 **Education Program Consideration** – The strict application of seniority under Section A above may be modified in any individual case where necessary to maintain a sound educational program if the Superintendent so determines.
- 10.1.8 **Recall** – Laid off tenured teachers shall be recalled in seniority order to vacant positions which they are qualified by certification to fill and which the Board desires to fill. No new teacher shall be hired to fill a position which a laid off teacher is qualified by certification to fill. The teacher's recall rights shall expire if he/she is not recalled within four years of the date of layoff; and the recall rights shall also expire if the teacher fails or declines to return to a position to which the teacher is recalled. The teacher must keep the Board notified of his/her current address at all times. The Board's obligation of notification of recall shall be limited to contacting the teacher at the latest address on file with the Board.
- 10.1.9 **Affirmative Action** – These procedures shall not operate with respect to any teacher where it would conflict with the Board's legal obligation to preserve affirmative action.
- 10.1.10 **Grievance Procedure** – Grievances arising under this Article shall be processed as follows:
- a. The initial submission shall be by the Association to the Superintendent.
 - b. If the grievance is not resolved within ten (10) school days, the Association may submit it to binding arbitration.
 - (i) The arbitrator for this article shall be determined by the then existing rules and regulations of the American Arbitration Association.

(ii) The authority of the arbitrator shall be in all respects the same as in Article III.

10.2 **Board Minutes** – The Board of Education will supply the minutes of all official Board meetings, (other than those taken in executive session) to the President of the Bridgeport Education Association as soon as such minutes are made available to the Board of Education members.

10.3 **New Employees** – Names and addresses of newly hired teachers will be provided to the Association following the School Board approval of their contract.

10.4 **Clerks** – Effective September 1, 1971, a minimum of one full-time clerk will be assigned to each school in the System.

10.5 **Student Teachers** – Student teachers will be assigned only to tenured teachers. Student teachers will be assigned only to those teachers requesting the same.

10.6 **Student Discipline**

10.6.1 It is recognized that the responsibility for immediate discipline in the classroom is rightfully that of the teacher.

10.6.2 The Board recognizes its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom within the limitation of law. The Board further recognizes that the teacher may not fairly be expected to assume the full responsibility of students who are willfully and repeatedly disruptive. Whenever, in the professional judgment of the teacher, in consultation with the administration and other teachers, it appears that a particular pupil requires the attention of special counselors or other professional persons, the principal will notify the appropriate Assistant Superintendent who shall investigate the matter and then take whatever steps he deems appropriate. Written disposition will be given to the teacher making the referral.

10.6.3 Procedure for suspension of students from class and/or school shall be distributed to students, teachers, and parents each year. School authorities will endeavor to achieve correction of student misbehavior through counseling and interviews with the child and his/her parents when warranted.

10.6.4 The Board will issue to all professional employees no later than the first day of each school year the policy regarding student discipline.

10.7 **Security Duty**

No teacher shall be assigned supervisory duties for security purposes. A security assignment is defined to mean when a teacher is assigned to deal with intruders.

10.8 **Retirement Incentive**

10.8.1 **Eligibility:** Participation shall be limited to bargaining unit members who:

- a. are at least fifty-five (55) years of age,
- b. are eligible to retire under the Connecticut State Teachers' Retirement System, and
- c. have served the last ten (10) years in the Bridgeport school system.

10.8.2 **Procedure:** The following must be completed and delivered to the Superintendent by April 1 for an effective retirement date of July 1 of the relevant calendar year:

1. a signed letter of resignation effective June 30 for a retirement effective July 1 of the relevant calendar year,
2. a completed State Teacher Retirement Board application for a retirement allowance,
3. a completed application for the Bridgeport Retirement Incentive, and
4. a survivorship designation form.

10.8.3 **Benefit:** Bargaining unit members whose applications are approved shall each receive a total amount equal to the amount paid on the MA maximum step of the salary schedule paid in equal quarterly payments over two (2) years. Payments shall go to the designated beneficiary in the case of death.

10.8.4 **Limitations:**

1. No more than thirty-five (35) bargaining unit members shall be allowed to participate in any one year. If a greater number of eligible bargaining unit members applies to participate, participation shall be determined according to the date and time the components of 10.8.2 above are delivered to the office of the Superintendent.
2. The Board shall have absolute discretion as to whether or not to make the plan available.

ARTICLE XI
NO REPRISALS

11.1 The Bridgeport Board of Education and the Bridgeport Education Association hereby agree that no disciplinary actions, reprisals or adverse actions of any kind shall be

taken by either party against any certified professional employee of the Board including substitutes for any degree of participation in the strike or failure to engage in or support said strike. This provision shall cover all tenured and non tenured certified employees of the Board including substitutes as well as any certified person who were informed by the Board that they would be employed in the Bridgeport School System beginning with the school year 1978-79 whether or not those individuals have signed contracts of employment.

11.2 It is understood and agreed that the provisions of this Article shall not apply to the fines, fees, costs imposed by Court order in conjunction with said strike and related contempt proceedings.

11.3 The Bridgeport Education Association agrees on behalf of itself and all teachers that discussion in the classroom of said strike, contempt, jailings, or anything dealing with the events of September 1, 1978 through September 24, 1978 shall be subject to Section 10-153e(c).

ARTICLE XII

TEACHER EVALUATION AND DISCIPLINE

12.1 **Increments** – If an increment is going to be withheld, the individual will be notified prior to June 1 of the preceding school year.

12.2 **Teacher Discipline** – No teacher will be disciplined, reprimanded, suspended, dismissed, deprived of his professional advancement or given an adverse evaluation of his professional service without just cause.

12.3 This entire Article shall be subject to the Grievance Procedure. Except as provided in Section 10-151 of the General Statutes, the private and personal life of a teacher is not within the appropriate concern or attention of the Board of Education, and teachers will be entitled to full rights of citizenship; and no political or religious activities of any teacher or lack thereof will be grounds for any discipline or discrimination with respect to the professional employment of such teacher.

ARTICLE XIII

TEACHING HOURS

13.1 Any member of the bargaining unit ordered to work by the Superintendent or designated agent thereof beyond the 185-day (186 days effective the 1999-00 year) school calendar year, except when such work should have been completed during said 185 day (186 days effective the 1999-00 year) school calendar, shall be paid in accordance with past practice. It is understood and agreed that this provision shall not apply to orientation.

13.1.1 The parties agree to extend the contractual work year by three non-instructional days as follows: the first day effective the 1986-87 school year and which shall constitute

the day before the opening of school; the second day effective the 1987-88 school year and the third day effective the 1988-89 school year. Further, the parties agree to extend the contractual work year by two additional days which may be assigned at the Board's discretion (including instructional time) as follows: one additional day effective the 1995-96 school year; and one additional day effective the 1997-98 school year. Further, the parties agree to extend the contractual work year by adding a 186th day, effective the 1999-2000 school year, the type of work on which may be assigned at the Superintendent's discretion. Accordingly, references in Section 13.1 and 13.2 of the collective bargaining agreement to "180 day or days" shall be amended accordingly to read "181 days, 182 days and 183 days" effective the 1986-87, 1987-88 and 1988-89 contract years respectively; 184 days effective the 1995-96 contract year, 185 days effective the 1997-98 contract year, and 186 days effective the 1999-2000 contract year.

13.2 **Per Diem Compensation** – Every member of the bargaining unit covered by this contract shall be compensated at a per diem rate based on the teacher's yearly salary for every day added to the school calendar over 185 days, (186 days effective the 1999-2000 year) provided that this Section does not take precedence over provisions in this contract and in the footnotes to the Salary Schedules regarding new teacher orientation and teachers in Group V.

13.3 **Teaching Hours** – If, effective July 1, 2000, the Board in its discretion, lengthens the school day beyond the 6 hours and 47 minutes at the high school level or 6 hours and 30 minutes at the elementary or middle school level; or if effective July 1, 2001 the Board in its discretion lengthens the school day beyond 6 hours and 57 minutes at the high school level or 6 hours and 40 minutes at the elementary or middle school level, it shall compensate professional staff members at the rate of compensation based upon a pro rating of the staff members' annual salary equal to a percentage of the time the school day is extended.

The above-reference additional 10 minutes in 2000-01 and additional 10 minutes in 2001-02 may be used as instructional time or non-instructional time at the Board's discretion.

Effective July 1, 2003, the teacher workday shall be revised to begin five minutes earlier and end ten minutes earlier than the teacher workday in the previous work year. In addition, teachers will be required to participate in two professional activity periods per month, each of which shall be fifty minutes in length and each of which shall extend the revised teacher workday by fifty minutes.

In addition, teachers, as professional individuals, will be expected to be in their rooms long enough before the pupils have arrived, and to remain in school long enough after their instructional day to fulfill their professional responsibility.

Notwithstanding the foregoing, effective the 1998-99 school year teachers will remain at least ten minutes after the dismissal of students.

13.4 All new teachers are required to give four (4) days without pay for in-service training prior to the opening of school.

ARTICLE XIV
FINGERPRINTING/BACKGROUND CHECKS

14.1 The Board shall pay the cost associated with a fingerprinting and/or criminal history records check required of any current teacher, unless the results of the fingerprinting/criminal history records check reveal a prior criminal arrest and/or conviction that may have a bearing on the Board's decision to continue to employ and/or discipline such teacher. Current teacher does not include substitutes, even if the substitute worked previously for the Board; nor does it include new teachers who have undergone a fingerprinting and/or criminal history records check as part of their application process.

ARTICLE XV
DURATION

15.1 The provisions of this contract shall remain in full force and effect from July 1, 2003 through June 30, 2004.

BRIDGEPORT BOARD OF
EDUCATION

By _____

BRIDGEPORT EDUCATION
ASSOCIATION

By _____

By _____

APPENDIX A
Teachers' Salary Schedule
2003-04

BA		MA		6th Year	
Steps	Salary	Steps	Salary	Steps	Salary
1	38,604	1	39,645	1	40,008
2	39,660	2	40,702	2	41,063
3	40,727	3	41,785	3	42,161
4	41,799	4	42,894	4	43,378
5	42,877	5	44,055	5	45,152
6	44,039	6	45,270	6	47,030
7	45,227	7	46,833	7	49,063
8	46,495	8	48,564	8	51,123
9	47,867	9	50,570	9	53,340
10	49,301	10	52,663	10	56,614
11	51,413	11	55,002	11	60,378
12	53,533	12	59,106	12	65,259
13	55,814	13	65,533	13	72,440

For the 2003-2004 school year, all teachers except those on max shall advance one step on the salary schedule.

APPENDIX B
Teachers' Salary Schedule
Board of Education
Bridgeport, Connecticut

1. Members of the unit who hold a Ph.D. degree shall receive an additional \$750.00 above their regular salary.
2. Teachers of Trainable Mentally Retarded Children and Physically Handicapped Children who functioned as such in the Bridgeport School System as of June 30, 1974 shall continue to receive \$300.00 in addition to their regular salaries. Teachers hired into such position subsequent to June 30, 1974 shall not receive such \$300.00.
3. Teachers of Educable Mentally Retarded Children who functioned as such in the Bridgeport School System as of June 30, 1974 shall continue to receive \$200.00 in addition to their regular salaries. Teachers hired into such position subsequent to June 30, 1974 shall not receive such \$200.00.
4. The salaries of Teachers in Group V who function as such shall be 6% higher than non-Group V teachers on the same class and step.
5. Group V teachers will be on the regular teachers' salary schedule with the addition of one week (five working days) which can be broken up to include time after school closes or before the opening of the new school year. These days will be at the discretion of the Administrator to whom each person in Group V is immediately responsible.

APPENDIX C
Coaches' Salaries

The annual stipend for serving in the following coaching positions shall be as listed below.

<u>Sport/Activity</u>	<u>2003-2004</u>
Athletic Director	5,626.82
Football	
Head Varsity	5,495.96
Asst. Varsity	3,533.13
Jr. Varsity	3,533.13
Fresh Head	2,617.12
Fresh Asst	2,617.12
Basketball	
Head Varsity	5,234.27
Jr. Varsity	3,467.70
Freshman	2,355.42
Baseball	
Head Varsity	4,449.11
Asst. Varsity	2,747.98
Freshman	2,289.99
Softball	
Head Varsity	4,449.11
Asst. Varsity	2,747.98
Freshman	2,289.99
Track & Field	
Head Coach	3,925.69
Asst. Coach	2,486.25
Cross Country	
Head Coach	2,878.84
Swimming	
Head Coach	3,271.41
Golf	
Head Coach	2,617.12

<u>Sport/Activity</u>	<u>2003-2004</u>
Tennis	
Head Coach	2,617.12
Bowling	
Head Coach	2,617.12
Soccer	
Head Coach	3,402.26
Asst. Coach	2,355.42
Volleyball	
Head Coach	3,402.26
Asst. Coach	2,355.42
Wrestling	
Head Coach	3,925.69
Cheerleader	
Advisor	2,617.12
Middle School Level	
Intramural Coaches	473.66

APPENDIX C - 1
Memorandum of Understanding
between the
Bridgeport Board of Education
and the
Bridgeport Education Association

The Bridgeport Board of Education and the Bridgeport Education Association hereby agree to settle their dispute in Class Action Grievance #1498 re: Coaches with the following resolution:

1. A formalized interview and selection procedure for the hiring of coaches and their assistants shall be established and clarified.
2. When filling a coaching vacancy, the selection of a qualified candidate shall be made in the following order:
 - a. A certified and qualified teacher who currently holds a position in the school where the vacancy exists.
 - b. A certified and qualified teacher within the Bridgeport public school system.
 - c. A certified and qualified teacher.
 - d. Other qualified individuals.
3. The Board reaffirms its policy of providing coaching employment opportunities on an equal opportunity basis.
4. Reposting of all girls' softball coaching positions for the Spring 1998 season at Harding High School.
5. The Bridgeport Education Association will monitor these procedures and may request information as per Article 3.1.

The Bridgeport Education Association will withdraw Grievance #1498 with prejudice.

Agreeing for the Board of Education

/s/
James A. Connelly, Superintendent

November 14, 1997
DATE

Agreeing for the Bridgeport Education Association

/s/
John Reh, President

November 6, 1997
DATE

APPENDIX CC
Extra Curricular Activities
Compensation Schedule

<u>Activity</u>	<u>2003-2004</u>
Band Director	\$2,117.68
Drama Coach	1,800.02
Gospel Choir Director	847.07
Faculty Advisor	
Senior	1,058.84
Junior	847.07
Sophomore	635.30
Freshman	529.42
Student Council Advisor	794.13
Yearbook Advisor	847.07
Newspaper Advisor	688.25
Choral Director	1,323.55
Chess Club	529.42
Debate Team Adviser	1,800.02
NEDC Advisor	1,800.02
Academic Decathlon Advisor	847.07
JETS Advisor	635.30
Literary Magazine Advisor	635.30
National Honor Society Advisor	847.07
Community Service Advisor (Key Club, Interact, etc.)	847.07
Young Educators Society Advisor	423.54

APPENDIX D
Teacher's Contract

Office of the Board of Education
Bridgeport, Connecticut

The Board of Education of the City of Bridgeport, Connecticut, hereby agrees to employ _____, (in whom the term "teacher" hereinafter refers) who hereby agrees to serve, under the direction of the Superintendent of Schools, as a _____ in the Public Schools of Bridgeport, for the school year beginning _____, 20____ and ending June 30, 20____, subject to the conditions stated below.

In accordance with the provisions of the prevailing salary schedule of the Board of Education for Bridgeport, the Board has voted and hereby agrees to pay said teacher, and said teacher hereby agrees to accept, for services during the above-stated period, an annual salary of \$ _____ in _____ periodic installments, payable bi-weekly beginning _____ 20____, and subject to required deductions for the State Teacher's Retirement Fund and the United States Withholding Tax, and other agreed-to deductions which the teacher may in writing authorize.

This contract shall be renewed annually by operation of law at a salary as determined by the salary schedule as approved by the Board of Education during the period of said teacher's first four years of continuous employment by said Board, unless the teacher has been notified in writing prior to April first, in one school year that the contract will not be renewed for the following year.

- (1) This contract is subject to the Statutes of the State of Connecticut, to the rules and regulations of the Bridgeport Board of Education, and to the terms of the Bridgeport Civil Service Law (No. 407 of the Special Acts of 1935) and as amended.
- (2) This contract may be terminated by mutual consent at any time.
- (3) The teacher may resign for good reason by submitting at least thirty days' written notice at any time except during the month of August, during which month, unless the contract has been terminated by mutual consent or Board action, the teacher will accept employment with no other Board of Education in Connecticut; provided that in the event no salary agreement for the ensuing year has been signed by August first, the limitation on the teacher resigning during the month of August shall not be binding until such an agreement has been signed.
- (4) This contract shall become effective if properly signed in duplicate and one copy returned to the office of the Superintendent of Schools on or before _____, 20____.

SIGNED:

Teacher _____

Date _____

Board of Education of Bridgeport

By _____
Superintendent

Date _____

APPENDIX E
Office of the Board of Education
Bridgeport, Connecticut
Annual Salary Agreement

NAME: _____ EMPLOYEE NUMBER: _____
POSITION: _____
DISTRIBUTION: _____
NUMBER OF PAYS: _____ GROUP: _____
ANNUAL SALARY RATE: _____ EDUC. CLASS: _____ STEP: _____
SALARY AGREEMENT PERIOD: _____
CONTRACT WITH: _____
CONTRACT DATED: _____
CONTRACT PERIOD: _____
DATE OF HIRE: _____
SICK LEAVE CREDIT DAYS AS OF: _____

The above named employee in the public schools of the City of Bridgeport, Connecticut, is hereby notified that the Board of Education of said City has voted and hereby agrees, under the terms of the contract indicated, and in accordance with the provisions of the prevailing salary schedule of the Board of Education for said City, to pay said employee as shown above.

All salaries are subject to required deductions for the State Teachers' Retirement Fund, State and Federal Withholding Tax, and other agreed-to deductions which the employee may in writing authorize.

As per Teacher's/Administrator's Initial Contract, No. 3:

The teacher/administrator may resign for good reason by submitting at least thirty days' written notice at any time except during the month of August, during which month, unless the contract has been terminated by mutual consent or Board action, the teacher/administrator will accept employment with no other Board of Education in Connecticut; provided that in the event no salary agreement for the ensuing year has been signed by August first, the limitation on the teacher's/administrator's resigning during the month of August shall not be binding until such an agreement has been signed.

Said employee, under the terms and conditions of the aforementioned contract, hereby agrees to accept the above stated salary in return for service during the above-stated period.

This salary agreement shall become operative when properly signed in duplicate and one copy returned by the employee to the office of the Superintendent of Schools. If not signed and returned by the employee within ten days of the below date, a written statement of the reason must be submitted to the office of the Superintendent.

SIGNED:
Employee _____
Date _____

Board of Education of Bridgeport
By _____
Superintendent
Date _____

APPENDIX F
First Addendum to the Collective Bargaining
Agreement between The Bridgeport Board of
Education and The Bridgeport Education
Association - 7/1/80 - 6/30/83

Addendum To Article IV, Section 4.5.

Evidence of completed requirements for movement on the salary schedule must be submitted to the Personnel Office by December 1st for salary credit beginning September 1st of that year, and March 1st for salary credit beginning February 1st of that year.

If an unusual case should arise, in which the employee cannot meet the above deadlines he/she will write to the Personnel Office, giving reasons and asking for an extension. The granting of any extension must have the approval of the Superintendent of Schools.

Board of Education of Bridgeport

By _____
President, Duly Authorized

Date _____

Bridgeport Education Association

By _____
President, Duly Authorized

Date _____

APPENDIX G
Settlement Agreement

The Bridgeport Board of Education (hereinafter the "Board") and the Bridgeport Education Association (hereinafter the "Association") agree to reopen the 1986-88 collective bargaining agreement between the parties pursuant to Public Act 86-I, the Education Enhancement Act and pursuant to said negotiations agree as follows:

1. The parties agree to participate in the minimum salary aid grant and agree to raise the starting salaries to the statutory minimum effective 1986-87. The salary schedule reflecting the minimum salary aid grant increases are attached hereto.
2. The parties agree to participate in the salary aid grant program as set forth in Section 3 of the Act. The revised salary schedules incorporating the salary aid grant monies are attached hereto, it being the intent of the parties that that revised salary schedules have been amended to incorporate the \$2,108,777, \$4,045,583 and 6,064,360 of said salary aid grant money as set forth in Section 3 of the Act.
3. The parties hereby agree to extend the 1986-88 collective bargaining agreement one year, to June 30, 1989. The salary for the 1988-89 school year is attached hereto. The 1988-89 schedule was arrived at by increasing the 1987-88 salary aid grant enhanced base by 7% plus incremental advance, and then applying the third year salary aid grant monies to that new base.
4. The parties agree to extend the contractual work year by three non-instructional days as follows: the first day effective the 1986-87 school year and which shall constitute the day before the opening of school; the second day effective the 1987-88 school year and the third day effective the 1988-89 school year. Accordingly, references in Section 13.1 and 13.2 of the collective bargaining agreement to "180 day or days" shall be amended accordingly to read "181 days, 182 days and 183 days" effective the 1986-87, 1987-88 and 1988-89 contract years, respectively.
5. Effective the 1987-88 contract year, the parties acknowledge that the Board will, in all likelihood, be in the process of hiring additional teachers pursuant to the staff ratio aid grant set forth in Section 5 of the Act and in all likelihood some of those teachers hired may be employed by the Board in specialist positions to equalize specialist service among the schools. Consistent with curriculum, scheduling and other educational needs and requirements and constraints, this may help to equalize preparation periods for elementary school teachers.
6. The parties recognize that there are currently inconsistencies in Public Act 86-I which may have the effect of reducing or offsetting the amount of monies the Board would otherwise have been eligible to receive under the Act. Accordingly, the parties agree that if any such inconsistencies remain unamended and have the effect of reducing or

offsetting such monies otherwise payable to the Board under the Act, then the salary schedules attached hereto shall be reduced proportionately across the salary schedule.

7. The parties also acknowledge that Public Act 86-I could be amended or abolished by the legislature during the term of this Agreement. To the extent that the legislature effects any such repeal, amendment, etc., to Public Act 86-I which reduces the amount of monies payable to the Board under the Act as current written, then the attached salary schedules will be reduced proportionately across the salary schedule. Further, should fifty percent or more of the Education Enhancement Act money not be forthcoming for either 1987-88 or 1988-89, the parties will agree to negotiate the issue of additional time for that year or years.
8. The parties acknowledge that but for the negotiated 7% increase for the 1988-89 contract year, the parties only intend by this Agreement to allocate on the attached salary schedules the funds provided to the Board of Education by the State under the Education Enhancement Act. Accordingly, if through error or inadvertence, the attached salary schedules result in salary payments totaling more than funds provided for by the State under the Education Enhancement Act (exclusive of salary costs associated with teachers hired under the staff ratio aid grant), then the attached salary schedules will be amended and reduced so that they correspond to the amount of money provided to the Board by the State under the Educational Enhancement Act.
9. The parties acknowledge that upon execution of this Settlement Agreement, it will be forwarded to the Bridgeport Common Council. The parties agree that neither may seek recourse to binding arbitration under Conn. Gen. Stat. § 10-153f unless this Agreement is rejected by the Common Council under Conn. Gen. Stat. § 10-153d.

In agreement to the foregoing, the Bridgeport Board of Education and the Bridgeport Education Association have affixed their signature hereto.

Board of Education of Bridgeport

Bridgeport Education Association

By _____

By _____

Date _____

Date _____

APPENDIX H
Side Letter of Agreement -
Inclusion of Special Education Students

The Board and the Association shall create during the 1995-96 contract year, a joint committee to address issues relating to the inclusion of special education students in regular classrooms. The efforts of this committee shall not constitute negotiations within the meaning of the Teacher Negotiations Act, and any recommendations of said committee shall be advisory only.

APPENDIX I
Side Letter of Understanding

In connection with settlement of the Bridgeport Board of Education/BEA negotiations, the parties agree to the following understanding:

1. The Board and the Association shall form a committee on or about January 1998, to consider review/revision of the provisions of Section 10.8 of the collective bargaining agreement. The results/recommendations of said committee shall not be regarded as negotiations nor shall they be binding by either party absent express written agreement of both.
2. The Board and the Association shall form a committee on or about January 1998, to consider review/revision of the provisions of Appendix CC of the collective bargaining agreement. The results/recommendations of such committee shall not be regarded as negotiations nor shall they be binding by either party absent express written agreement of both.
3. The BEA agrees to withdraw prohibited practice Case No. 19,405 pending before the State Board of Labor Relations. In exchange, the Superintendent will schedule three half days on the last three days of school in June 1998 only.

APPENDIX J
Side Letter of Understanding

In resolution of the Bridgeport Education Association's proposals on class size and preparation period and to clarify the parties' intention with reference to the twice monthly professional activity periods, the parties agree to the following:

PREPARATION PERIODS

The School Administration recognizes that the elementary teaching position has become more and more challenging. The Administration represents that it will make reasonable efforts to fully utilize the current teaching specialists with a goal of increasing the elementary teacher's likelihood of receiving an average of five preparation periods a week.

In addition, the School Administration will review all specialists' teaching schedules to increase their utilization.

Further, the School Administration will review how Principals use specialists with a goal of effecting the best and most effective utilization of their services in connection with the provision of preparation periods for elementary school teachers.

Recognizing the immense cost constraints and limitations upon the Bridgeport School District, the parties will nevertheless work jointly towards strategies to improve the average number of preparation periods at the Pre-K through Third Grade level.

CLASS SIZE

The School Administration and the Bridgeport Education Association will immediately create a task force, with equal representation from the School Administration/Board of Education and the Association.

The goal of the task force will be to explore strategies for reducing class size in the school system.

The task force will also address student registration issues and review the possibilities of early registration as possibly helpful to addressing and reducing class size in equities.

The task force will also communicate with the Department of Education and work with the Commissioner of Education as appropriate to effect rescheduling of the CMTs from late September to a period later in the school year.

The task force shall also focus upon a developing a proposed policy for Board consideration of prohibiting additional registrations at any school where class size levels have been reached.

PROFESSIONAL ACTIVITY PERIODS

The school Administration and the Bridgeport Education Association agree that the purpose of the twice monthly professional activity periods referenced in Section 13.3 of the 2003-2004 Collective Bargaining Agreement shall be the improvement of the instructional program and educational opportunity provided to the children of the City of Bridgeport by elevating professional skills through professional development activities conducted during these professional activity periods.

The content of the site-based activities will be directly related to school improvement plans, student work and teacher development. School officials will consult and collaborate with members of their staff in developing the on-going sessions/agendas.

These professional activity periods are in addition to, not in lieu of, any other meeting/workshop/conference obligations already in effect.

* * *

The parties agreed to this Side Letter of Understanding as a non negotiation, collegial attempt to address these issues, on a joint, "win-win" basis, considering the severe financial constraints faced by the Bridgeport School System.

Bridgeport Education Association

Bridgeport Board of Education

Date

Date