AGREEMENT BETWEEN

THE BRIDGEPORT EDUCATION ASSOCIATION

and

THE BRIDGEPORT BOARD OF EDUCATION

July 1, 2024 - June 30, 2028

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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 ("Superintendent"), 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 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, and to those employees who hold valid durational shortage area permits (DSAPS) consistent with Connecticut General Statutes. Notwithstanding the above, all rights and benefits expressed in Article 10.1 Reduction in Force shall not apply to those members licensed under DSAP.

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 a copy of such rules and regulations. 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 Professional negotiations will be governed by the Teacher Negotiation Act, C.G.S. § 10-153.

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.

ARTICLE III
GRIEVANCE PROCEDURE

3.1 The Board and the 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 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 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. For purposes of this article, "days" shall mean calendar days.

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 may be reduced by mutual agreement 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. A grievance must be filed in writing with the administration within thirty (30) days of the event giving rise to the grievance.

3.5 Level One

3.5.1 In the event that the grievant is not satisfied with the disposition of his/her grievance at the Preliminary Procedure, or in the event that no decision has been rendered within seven (7) days after presentation of the grievance, the teacher may file such grievance in writing with the Chairperson of the Association's Committee on Professional Rights and Responsibilities hereinafter referred to as the Committee on PR&R within five (5) days after the decision at the Preliminary Procedure or ten (10) days after the Preliminary Procedure meeting, whichever is sooner. Within seven (7) days after receiving the written grievance the Chairperson of the Committee on PR&R may refer it in writing to the Assistant Superintendent. Within seven (7) days after receipt of the written grievance, the Assistant Superintendent or his/her designee shall meet with the aggrieved person and his/her representatives in an effort to resolve it.

3.5.2 If a teacher does not file a grievance in writing with the Chairperson of the Committee on PR&R and the written grievance is not forwarded to the Assistant Superintendent or his/her 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 grievant is not satisfied with the disposition of his/her grievance at Level One, either via a written decision by the Assistant Superintendent or the absence of a written decision, the Chairperson of the Committee on PR&R may refer the grievance

no later than thirteen (13) days after the Level One meeting to the Superintendent or his/her designee. Within seven (7) days after receiving the written grievance, the Superintendent or his/her designee shall meet with the grievant for the purpose of resolving the grievance.

3.7 Level Three

In the event that the grievant is not satisfied with the disposition of his/her grievance at Level Two, either via a written decision by the Superintendent or the absence of a written decision, the Chairperson of the Committee on PR&R may refer the grievance no later than thirteen (13) days after the Level Two meeting to the Board. Within twenty (20) days after receiving the written grievance, the Board or a designated sub- committee of the Board shall meet with the grievant for the purpose of resolving the grievance.

3.8 Level Four

3.8.1 In the event that the grievant is not satisfied with the disposition of his/her grievance at Level Three, either via a written decision by the Board or the absence of a written decision, and if the Committee on PR&R determines that the grievance is meritorious, the Committee may submit the grievance to arbitration, with a copy of the notice to the Board, no later than twenty-five (25) days after meeting with the Board or a sub-committee of the Board. However, any grievance which involves the rights and responsibilities, conferred upon the Board 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.

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/her decision in accordance with the then existing rules and regulations of the American Arbitration Association. 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 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 Association. However, the grievant may choose to be represented by a party other than the Association up to and including Level Three. Representation at Level Four shall be the responsibility of the Association. When a teacher is not represented by the Association at Level One, Level Two or Level Three, the 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 teacher who has been discharged by the Board shall not have recourse to the grievance process, 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 with respect to the discharge of a teacher will be governed by the teacher Fair Dismissal Law, C.G.S. § 10-151.

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/her 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/her designee and the processing of such grievance shall be commenced at Level Two.

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 One and Two 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 Chairperson of the Committee on PR&R. Decisions rendered at Level Three 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 grievant.

3.10.5 The procedure set forth above shall be the sole and exclusive remedy available to an grievant 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 grievant 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, and shall constitute the expiration of the grievance.

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 grievant, 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 Schedules" which are attached hereto as Appendices 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." All said salary notifications and agreements must be transmitted to and completed by employees electronically.

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 teachers who have a B.A. plus 30 credits, provided that at least six (6) credits of the 30 credits have been completed during the last five (5) years, before the request is made to move to the M.A. Schedule.

Out of state candidates who present the B.A. plus thirty (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 6TH Year - The completion of thirty (30) credits beyond the master's degree or sixty (60) credits beyond the bachelor's degree.

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. A Doctorate shall not be recognized for purposes of placement or advancement of any teacher hired on or after July 1, 2014.

4.4 Placement - All members of the unit shall at the commencement of the school year 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 Annual service credit up to maximum of schedule for previous certified teaching experience in an accredited school upon approval of the Superintendent. This section applies to initial appointments only and is not retroactive.

4.4.3 In certification areas identified by the State Department of Education as teacher shortage areas and in those certification areas in which the Board has experienced difficulty in attracting and retaining teachers within the last academic year, the Superintendent of Schools shall also have discretion to grant annual service credit for work experience in related areas and up to but no more than (7) seven additional years of service credit. Prior to June 1 of each school year, the Superintendent of Schools shall provide the Association with a list of those certification areas for which he/she requires such discretion. In the event a vacancy exists in an identified shortage area at anytime during the academic school year or one (1) week prior to the start of the academic school year, the Superintendent shall have further discretion so as to fill that position in an expeditious manner.

4.4.4 Annual service 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 applied to initial appointments only and is not retroactive.

4.4.5 The initial placement of a teacher on lane or step shall not be grievable so long as the placement is in accordance with all of the above.

4.5 Advancement

4.5.1 Teachers will only advance to the next highest lane on the salary schedule either in September or February provided the teachers first notified the Board, in writing, by February 1 of the preceding school year of the teacher's intention to complete such requirements. Written notification will be the electronic transmittal of the salary advancement form, as specified by the Office of Human Resources. In addition, official sealed transcripts (as provided by the college or university in a sealed, unopened envelope) that provides evidence of completed requirements for movement on the salary schedule must be hand delivered to the Office of Human Resources by December 1 for salary credit beginning September 1 of that year and April 1 for salary credit beginning February 1 of that year. If an unusual case should arise, in which the teacher cannot meet the above deadlines, the teacher will write to the Office of Human Resources, giving reasons for failing to meet the deadlines and asking for consideration of an extension. In such cases, the Director of Human Resources shall have the sole discretion to approve or deny such request.

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. When qualifying credits have been

obtained, the teacher is to hand deliver official sealed transcripts (as provided by the accredited college or university in a sealed, unopened envelope) to the Office of Human Resources. Salary advancement will not be approved until the Office of Human Resources has received and validated the official sealed transcripts, as providing evidence of completed requirements for movement on the salary schedule. All such credits must be graduate credits unless appropriate undergraduate courses are approved in advance by the Director of Human Resources, in his/her sole discretion.

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

4.5.4 Teachers hired prior to February 1st of the school year shall qualify for step advancement in the subsequent school year, provided that the Salary Table for that school year specifies step advancement.

Teachers hired on or after February 1st of the school year shall not qualify for step advancement in the subsequent school year, provided that the Salary Table for that school year specifies step advancement.

4.6 Optional Pay Plan - All teachers hired prior to the start of the school year in the Bridgeport School System shall have the option of a twenty-one (21) or twenty-six (26) pay plan. Teachers whose salary is funded or will be funded through a state or federal grant will be placed on the "twenty-one (21) plus five (5)" pay plan. Under the "21+5" pay plan, the teacher will receive an additional check on the 21st pay in June representing the five (5) summer pays. This additional check shall be known as the "balloon" payment.

Pay plans may only be changed at the time of submission of the Pay Period Election Form for the new school year. This choice is irrevocable for the entire school year pursuant to IRS Code Section 409A, and may not be changed until the time of submission of the Pay Period Election Form for the next school year. Teachers who do not make a choice will be automatically placed on the twenty-one (21) pay plan.

All teachers hired subsequent to the start of the school year shall be placed on the twenty-one (21) pay plan for the remainder of that school year.

All teachers will enroll in the email direct deposit program.

4.6.1 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 hired before July 1, 2020, and 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

Retiring teachers shall receive the longevity stipend enumerated above in their last paycheck prior to retirement. Teachers hired on or after July 1, 2020 shall not be eligible for longevity.

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/her certification, his/her quality of teaching performance, his/her attendance record, his/her length of service in the system, and his/her 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 $42.00 per hour.

4.8.5 Adult Education - Compensation shall be $45.00 per hour for certified staff only.

4.8.6 Homebound Education - Compensation shall be $42.00 per hour.

4.8.7 Approved Instruction Outside of the Regular School Day – Compensation shall be $42.00 per hours.

4.8.8 Special Education Teachers in extended day compensatory service assignments with IEP students: The teacher will engage in the required preparation and deliver the instructional service. Compensation shall be $50.00 per hour of instructional service.

4.8.9 Senior Systems Operations Position (SYSOP) – The stipend compensation for the Senior SYSOP position shall be $1,500 per school year.

4.8.10 Junior Systems Operations Position (Junior SYSOP) – The stipend compensation for the Junior SYSOP position shall be $1,000 per school year. This position shall include webmaster duties.

4.8.11 Approved Tutoring - Compensation shall be $30 per hour.

4.8.12 Workshops

4.8.12.1 Any teacher who presents a workshop outside of regular school hours which has been approved by a Board of Education administrator and funded by the appropriate budget source shall be paid at the rate of $80/hour.

4.8.12.2 Any teacher who attends a workshop outside of regular school hours which has been approved by a Board of Education administrator and funded by the appropriate budget source shall be paid at the rate of $27.50/hour.

4.9 Travel Allowance

A traveling teacher is one who drives to two (2) or more building locations per day two (2) or more times per week.

4.9.1 Traveling teachers who are regularly required to work in two (2) or more building locations per day three (3) times or more per week shall receive a travel allowance of twenty-five dollars ($25.00) per month.

4.9.2 Traveling teachers who are regularly required to work in two (2) or more building locations per day two (2) times per week shall receive a travel allowance of fifteen dollars ($15.00) per month.

4.10 Extra-Curricular Compensation - Extra-Curricular positions will be paid in accordance with the Extra-Curricular Compensation Schedule.

4.11 Mentors - Teachers serving as TEAM Mentors for teachers of the TEAM program shall be paid $250 for each TEAM program module, contingent upon compliance with the state regulations requiring that each mentor shall provide at least 10 contact hours per module to each beginning teacher.

The Board and BEA will work together to implement TEAM consistent with Connecticut General Statutes Public Act 09-6.

ARTICLE V
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.

A. Connecticut Partnership Plan 2.0 ("CPP") inclusive of the Health Enhancement Plan ("HEP") component. The employee shall be responsible for any cost associated with non-compliance with the HEP.

B. Premium Cost Share:

The Teacher shall pay:

- Effective July 1, 2024 the teacher shall pay 23.0% of the medical and Rx premium;

- Effective July 1, 2025 the teacher shall pay 23.5% of the medical and Rx premium;
- Effective July 1, 2026 the teacher shall pay 24.0% of the medical and Rx premium.
- Effective July 1, 2027, the teacher shall pay 24.5% of the medical and Rx premium.

5.2 Retired Teachers Age 55-64 - Upon the retirement of a teacher, before July 1, 2018, who qualifies for a retirement allowance from the State Teachers' Retirement Board, the Board shall continue for the teacher and 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; and provided further that for teachers hired on or after September 1, 2008 and retired before July 1, 2018, said teacher retiring under this Section 5.3 shall bear 70% of the Board's varying cost for such coverage, subject to the rules of the applicable insurance carriers and State and Federal law. For teachers who retire on or after July 1, 2018, but before July 1, 2020, said teacher shall bear 70% of the Board's varying cost for such coverage. Notwithstanding the foregoing, for teachers hired before July 1, 2020, and who retire on or after July 1, 2020, the teacher shall bear 80% of the Board's cost for such coverage; teachers hired on or after July 1, 2020 shall bear 100% of the cost of such coverage.

5.2.1 Retired Teachers Age 65 and Above - When such retired teacher reaches age 65, the Board benefits set forth in Section 5.3 above shall cease and the retiree coverage shall be pursuant to the Medicare TRB plan set forth in Connecticut General Statute § 10- 183t, at no cost to the Board of Education. To the extent any such retiree is not eligible to participate in the Medicare TRB plan set forth in Connecticut General Statute § 10-183t, said retired teacher shall be eligible to continue with the benefit as set forth in Section 5.2, above, as same may be from time to time amended and subject to the rules of the applicable insurance carriers and State and Federal law, as set forth in Connecticut General Statute § 10-183t.

5.3 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 hired prior to July 1, 2020. Teachers hired on or after July 1, 2020 shall not be eligible for retiree life insurance coverage.

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. Effective July 1, 2024, the teacher shall pay 15.5% of the premium cost for dental insurance. Effective July 1, 2025, the teacher shall pay 16% of the premium cost for dental insurance. Effective July 1, 2026, the teacher shall pay 16.5% of the premium cost for dental

insurance. Effective July 1, 2027, the teacher shall pay 17% of the premium cost for dental insurance.

5.4 Section 125/129 Plan and Insurance Waiver - Board shall provide a Section 125 plan to facilitate tax deductibility for such premium co-pays. Effective July 1, 2005, the Board of Education shall also provide a Section 125/129 plan to defray costs associated with additional medical care and dependent care provided there is no additional cost to the Board. 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.

5.5 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.

5.6 Protection of Members of the Unit

5.6.1 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.

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.

5.6.2 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/her duties within the scope of his/her employment or under the direction of the Board.

5.6.3 If criminal proceedings are brought against a member of the unit alleging that the member committed an assault in connection with his/her employment, such member of the unit may request the Board to furnish legal counsel to defend him/her 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/her defense.

5.6.4 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/her employment, the member shall be paid his/her full salary for the period of such absence for up to one (1) 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 worker'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/her duties; and, in the event that there is no adjudication in the appropriate worker's compensation proceeding for the period of temporary disability, the opinion of the said physician as to the said period shall control.

5.6.5 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 protect the teacher from undue harassment or public exposure.

5.6.6 When an administrator receives a complaint regarding the professional conduct of a teacher, the administrator shall request that the individual making the complaint to consult with the teacher in question. Should the teacher request it, an administrator and/or Association representative may be present when the complaint is discussed with the teacher.

5.6.7 Within three (3) days of receipt of a complaint concerning a teacher, the administrator shall inform the teacher of the complaint. If the complaint potentially possesses merit and is unresolved, the administrator will investigate the complaint. After a reasonable period of time, the administrator shall notify the teacher in writing of the resolution of the complaint.

5.9 Accident and Sickness Benefits - Teacher Injured While Working

5.9.1 A teacher who is injured while working and who qualified for Worker's Compensation shall be covered by such Worker's Compensation and all the benefits that accrue to such an award except as provided hereinafter.

5.9.2 For a period of one (1) year following the date of injury that the teacher is away from his/her work and is so covered by the Workers' Compensation, the Board of Education will pay the teacher the difference between Workers' Compensation weekly award and his/her 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 make 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 award for permanent disability under the provisions of the Worker's Compensation Law will be reduced by the amount paid as sick leave credit would be restored.

5.9.4 All injuries must be reported to the principal immediately. Medical attention must be by a physician recognized by the Worker's Compensation Office.

ARTICLE VI
LEAVES OF ABSENCE

6.1 Sick Leave

6.1.1 Each teacher shall be credited with fifteen (15) sick leave days on September 1st of each year. Each teacher shall accumulate unused sick leave days from year to year to a maximum accumulation of two hundred (200) days as of each July 1st. However, teachers with an accumulation of more than two hundred (200) days as of July 1, 2017 shall not lose their accumulated days except by using them. Any teacher with an accumulation of more than two hundred (200) days on or after July 1, 2017 whose accumulation subsequently falls to or below two hundred (200) days shall thereafter be subject to the maximum accumulation of two hundred (200) days as of each July 1st.

6.1.2 In addition to the credit of fifteen (15) sick leave days on September 1st of each year, each teacher may earn up to five (5) additional days of sick leave credit on September 1st in each school year in the following manner: The teacher shall earn two (2) days of additional sick leave if he/she achieved perfect attendance in either the first half or the second half of the prior regular work year; and the teacher shall earn a total of five (5) days if he/she had perfect attendance for the entire prior 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.

6.1.3 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.

6.1.4 Upon retirement or death, after a minimum of fifteen (15) years in the Bridgeport School System, a teacher or his/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).

6.1.5 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 to the Human Resources Office only. If after ten (10) more school days such certificate is not submitted, the teacher will be removed from the payroll.

6.1.6 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.

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, Grandfather, Grandmother, 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, 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 of a teachers' spouse, child, parent or parent-in-law, a teacher may be allowed up to ten (10) days' absence per year without loss of pay provided the teacher has sufficient accrued sick leave days to cover such absence. These are to be deducted first from the current year's sick leave and then from the teacher's accumulated sick leave.

FMLA and Medical Leave

A teacher on FMLA shall receive credit towards placement on the salary schedule and toward accumulated seniority for the period of such leave. Any teacher who takes leave under the FMLA due to their own serious health condition must substitute any accumulated paid sick leave for unpaid FMLA leave and such paid leave shall run concurrent with the FMLA leave. Any leave that qualifies as FMLA, whether paid or unpaid, will count against the twelve (12) weeks of FMLA leave. If sick leave is used for a medical condition which is not a serious health condition under the FMLA, that leave does not count against the twelve (12) weeks of FMLA leave entitlement.

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, 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.

6.6 Personal Days

6.6.1 Each teacher is allowed one (1) personal day for necessary reasons without seeking approval of the Principal. It is understood and agreed, however, that the Principal 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.

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 Principal. 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 Principal.

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 (1) 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 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 (3) 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 (1) 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 (1) 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 teacher 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 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 teacher 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 joints 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 the teacher 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/she receives from the military as provided in the paragraph above.

6.10.4 It is also recognized that the Board 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 he/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 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 an upon approval of the Superintendent, a teacher may be granted an educational or personal leave of absence or extension thereof, without pay or benefits, but any such leave and extensions shall not exceed one (1) year and may be for such lesser period as the Board may decide. During an approved leave of absence, the teacher shall not engage in other full-time employment.

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 (i.e. the teacher pays 100% of the premium or premium equivalent rate and the Board pays 0% premium or premium equivalent rate for said medical benefits), 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 his/her teaching position at the end of said leave, or failure of the teacher to return to the first vacant position to which he/she is recalled and for which he/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 (1) 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 grades 2-12 to thirty (30) pupils; effective July 1, 2010, twenty- nine (29) pupils.

b. Limit class size of K-1 to twenty-five (25) pupils; effective July 1, 2010, K-1 to twenty-four (24) pupils.

c. Limit study halls to a ratio of one (1) 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.

g. Co-teaching classrooms as defined by two (2) certified teachers assigned to the same classroom may have thirty (30) students for grades K to 1.

h. Limit class size of Pre-K to eighteen (18) pupils.

7.1.2 Exceptions to the provisions of this Section may be made only if the Superintendent 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 Agreement's 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 (1) 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 Association 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 Association Grievance Chairperson.

b. The Association Grievance Chairperson shall immediately notify (by phone or facsimile) the Assistant Superintendent and, within three (3) 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 (3) 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 (5) school days after the receipt of the written grievance, the Association Grievance Chairperson shall receive from the 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 Association Grievance Chairperson may, within three (3) school days, forward the grievance to the Superintendent for consideration. Within ten (10) school days, the Association 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 Association 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 Association may appeal the grievance to arbitration contemporaneously with filing with the Superintendent.

1) Upon receiving a response from the Superintendent, the Association 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 assigned case manager shall review the child's specific needs and challenges with the classroom teacher(s) and all members of the school team working closely with the student and advise the team of any special techniques or methods to be used with the student.

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

a. The duty free lunch period in the high schools and grades 7 and 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 cafeterias the lunch program aides shall relieve the teachers in the classroom.

c. ELL teachers shall be excused from lunch duty unless in the judgment of the principal an emergency exists and no one else is available for coverage.

7.3.2 The Board 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 teachers 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.

7.3.3 For purposes of Article 7.3, 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.

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 (1) 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 (1) 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 (1) 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 or his/her 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 age, race, creed, color, religion, nationality, sex, marital status or sexual orientation.

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 any change of assignment.

d. In arranging assignment and schedules for teachers who are assigned to more than one (1) 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 (1) 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/her 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/her designees, at which time the teacher shall be notified of the reasons for the transfer. The teacher may have his/her

association representative at this meeting with the Superintendent or his/her 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 on the District Human Resources website and email for ten (10) days for existing positions.

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 (2) 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, marital status or sexual orientation.

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 on the District Human Resources website and email for ten (10) days for new positions in advance of filling such vacancy, 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 (2) 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 Association 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. Working telephones available for teacher use (e.g. in teacher's room);

e. The Board shall clean air vents of each school as needed, as determined by the administration;

f. Rooms for student support services and special education personnel to provide privacy and freedom from unnecessary interruptions and noise for student testing and conferences.

g. On the first day of school, each teacher shall be provided the necessary key cards, keys to his/her classroom and lock-in. Teachers are required to immediately report and replace the loss of a keycard, keys or lock-in.

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, within thirty (30) days, if sufficient books are not then readily available. In the event the Association files a grievance, such grievance will commence at Level Two and not go beyond Level Three.

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 will make the necessary arrangements to assure the delivery of supplies and textbooks in the respective schools prior to the first day 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.

Beyond the materials, equipment and supplies provided directly by the District Office to the schools, it is understood that the principal of each school receives an annual operating budget that is intended to enable purchases to meet the operational requirements of classrooms. A teacher may submit a request for any additional items, deemed to be desirable for the delivery of instruction to his/her students, to the principal for consideration, in accordance with school-based protocols.

Teachers who do not receive adequate supplies through requests to the principal may contact the appropriate Executive Director to report the unmet request.

7.8.6 Annually, the Teacher's Choice "E-Card" Program will be implemented to provide funds to individual teachers for the purchase of school supplies. By October 31st, each classroom teacher will receive an "E-card" from an on-line school supply vendor, selected by the Board. The E-card will allow for the on-line expenditure of $30 at the on-line vendor's web site. Each classroom teacher on the first payroll in October will be eligible to receive the E-card, which is to be used for the purchase of instructional supplies of the teacher's choice. Teachers in non-instructional roles are excluded, including but not limited to: instructional coaches, psychologists, social workers, guidance counselors, teachers on special assignment, program coordinators. The cut-off date for use of the E-card is April 15th, after which it will be deactivated. The final determination as to how this money is to be spent shall be made by the individual teacher.

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 will require the Superintendent to establish a committee with reasonable representation of 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 Grant Tutoring Services shall be paid at the rate of $30.00 per hour, unless the grant specifies a greater amount, for summer work and work outside of the regular work day; provided all such work must be approved in advance in writing by the Assistant Superintendent. Training concerning curriculum writing and revision and training concerning Grant Tutoring Services shall be paid at the rate of $30.00 per hour, unless the grant specifies a greater amount, 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 Association 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 - 6th grade teachers will be provided with an average of one (1) preparation periods per day per week, no less than thirty-five (35) minutes in length. Exception to above shall be in those cases where specialists for their classes are unavailable due to recruitment problems, temporary vacancy of a position, illness, the unavailability of

qualified substitutes or similarly related circumstances; provided, further, that the only Pre-K classes eligible for this benefit are those teaching a full day class (same students am and pm). Those Pre-K teachers who teach two (2) different classes in one (1) day (an am session and pm session) shall, between sessions, receive a thirty- five (35) minute preparation period, a thirty (30) minute duty free lunch and five (5) minutes to transition students between classes; and will remain in their classroom and work with the specialists when the specialist is in the classroom.

7.11.3(c) The Board will make 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 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 the teacher deems to be his/her professional responsibilities during the school day.

7.11.4(a) When an elementary teacher misses a preparation period due to the unavailability of a specialist, the teacher shall record the date and time of the lost preparation period, within five (5) days, on the tracking log in the Main Office.

7.11.4(b) If qualified staff become available (e.g. due to classes attending a field trip, assembly, special program, split class), teachers who are properly recorded as missing a preparation period may receive a make-up preparation period.

7.11.4(c) Make-up preparation periods are only for teachers with loss preparation periods properly recorded on the tracking log and will be assigned in chronological order.

7.11.4(d) Control and oversight of make-up preparation time will be by the principal or designee and will be reviewed with the building delegate or designee on a monthly basis.

7.11.4(e) Lost preparation periods are not carried over beyond the end of the school year.

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 world language teachers), shall not teach more than two (2) subjects or have more than three (3) 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.

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 five (5) in-service workshops scheduled by the Superintendent. Such workshops shall commence ten (10) minutes after the end of the school day, and will continue for two (2) hours. Two (2) of these workshops will be scheduled for individual school workshops with the agenda to be determined by the faculty of the school. If an in-service workshop falls on a professional activity day, the professional activity will begin following the end of the in-service workshop.

Teachers will be required to participate in one (1) professional activity period per month, two (2) hours in length which shall extend the revised teacher workday by two (2) hours. The agenda for this professional activity shall be to improve the instructional program and educational opportunities provided to the children of the City of Bridgeport. The Superintendent of Schools may prescribe the primary topic and related agenda for the professional activity period.

The content of the site-based professional development activities, as may be prescribed by the Superintendent of Schools will be directly related to the District's strategic plan, including curriculum and instruction initiatives, school improvement plans, student work and/or teacher development. School officials will consult and collaborate with members of their staff in planning the delivery of this monthly professional activity session.

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 Parent Advisory Council, Parent Teacher Student organization and/or School Governance Council meetings, if elected.

7.14.4 The Superintendent shall meet regularly with three (3) 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 on the District Human Resources website and will include the official title, function, responsibilities and specification profile for each job classification. Such electronic posting 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 teacher position created through grant funds (Federal or State) which the Board desires to fill shall be posted electronically for two (2) weeks, but at least three (3) weeks prior to the appointment of this position. Teachers who desire consideration for jobs created through the use of grant funds may apply through the Board's electronic application website.

7.16.2 Individuals in grant funded positions have the same tenure rights as all other teachers.

7.16.3 An opportunity shall be provided for one (1) 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 DUES

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 or pursuant to the terms of this Agreement, voluntary payroll deductions, as may be amended from time to time, are available to BEA bargaining unit members. All authorizations for deductions must be submitted in the approval form specified by the Payroll Office. Once signed such authorizations shall be ongoing until expressly revoked on a form specified by the Payroll Office.

8.1.2 A list of approved deductions is as follows:

Bridgeport Education Association
Connecticut Education Association
National Education Association
Tax Sheltered Annuity Plans (10)

8.1.3 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.

8.1.4 Deductions referred to in Section 8.1.2 above shall be made in each pay period based on the individual's pay schedule. The Board shall not be required to honor any deductions

for which an authorization is delivered to it later than one (1) week prior to the payroll from which the deduction is to be made.

8.1.5 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.

8.1.6 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.

8.1.7 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

8.2.1 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 and a copy shall be provided to the Board. Said authorization shall continue in effect from year to year unless such teacher shall notify the Board and the Association in writing not later than thirty (30) days prior to the commencement of the school year.

8.2.2 Forwarding of Monies - The Board agrees to forward to the Association each month all monies deducted during that month for BEA, CEA and NEA dues.

8.2.3 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.

8.2.4 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.

8.2.5 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.

8.4 Teacher Personnel Files

8.4.1 Teacher Personnel files are maintained at Human Resources Department at Central Office and are the official personnel files of record. Other teacher documents, if maintained, are kept in the school(s) the teacher is currently assigned.

8.4.2 Teachers have the right to review their personnel files and other documents, including documents kept at their school, concerning their performance and employment. This right does not include the right to review personal notes of administrators.

8.4.3 If documents concerning a teacher are to be added to the teacher personnel file, the teacher shall have an opportunity to review that information beforehand. No letter of discipline or notation of a disparaging nature (i.e. parent complaints) shall be placed in a teacher's personnel file unless a copy is provided to the affected teacher.

8.5 Salary Agreement.

All salary agreements for the new school year shall be completed and transmitted electronically.

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 will grant the President of the Association a one (1) year's leave of absence, with the Association paying 50% of the cost of the salary, 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, and whether the leave will be either a full time release or a half- time (50%) release from professional duties. 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 three (3) 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 New Employees - Names and addresses of newly hired teachers will be provided to the Association following the School Board approval of their contract.

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

10.4 Student Teachers - Student teachers will be assigned only to tenured teachers. Student teachers will be assigned only to those teachers requesting the same.

10.5 Student Discipline

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

10.5.2 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 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.

10.5.3 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.

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

10.6 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.

10.7 Retirement Incentive - If the Board offers a retirement incentive, the Board and the Association will negotiate the terms of the plan, including participation, procedure and benefits.

ARTICLE XI
TEACHER EVALUATION AND DISCIPLINE

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

11.2 Teacher Discipline - No teacher will be reprimanded, suspended, deprived of his/her professional advancement or given an adverse evaluation of his/her professional service without just cause.

11.3 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, 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 XII
TEACHING HOURS

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

12.1.1 The parties agree the contractual work year shall be 186 days.

12.2 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 186 days 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.

12.3 Teaching Hours - If, the Board in its discretion, lengthens the school day beyond the six (6) hours and fifty-two (52) minutes at the high school level or six (6) hours and thirty-five (35) 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.

Effective July 1, 2003, the teacher workday shall be revised to end five (5) minutes earlier than the teacher workday in the 2002-2003 school year.

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.

12.4 All new teachers are required to give twenty-four (24) hours without pay for in- service training throughout the year. Training sessions will be scheduled by the Board and will be no longer than four (4) hours and no less than two (2) hours in length. The Board will consult with the Association should there be any modifications to this schedule.

ARTICLE XIII
FINGERPRINTING/BACKGROUND CHECKS

13.1 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 XIV
DURATION

14.1 The provisions of this contract shall remain in full force and effect from July 1, 2024 through June 30, 2028.

BRIDGEPORT BOARD OF EDUCATION

By_____

BRIDGEPORT EDUCATION ASSOCIATION

By_____

By_____

APPENDIX A
TEACHERS' SALARY SCHEDULE
2024-2025

STEP	BA	MA	6th Year
	$0	$0	$0
	$0	$0	$0
	$0	$0	$0
	$0	$0	$0
	$0	$0	$0
6	$50,825	$53,432	$55,168
7	$52,562	$55,543	$57,487
8	$54,299	$57,919	$60,513
9	$56,037	$60,946	$64,836
10	$57,775	$63,972	$69,158
11	$59,513	$66,996	$73,481
12	$61,423	$70,022	$77,802
13	$65,771	$75,900	$83,938
14	$70,109	$81,363	$89,786
15	$73,403	$85,406	$94,155
16	$79,993	$93,294	$102,758

All teachers not already on step 16 will advance one step in 2024-25.
Remove Steps 3, 4 &5.

APPENDIX A
TEACHERS' SALARY SCHEDULE
2025-2026

STEP	BA	MA	6th Year
	$0	$0	$0
	$0	$0	$0
	$0	$0	$0
	$0	$0	$0
	$0	$0	$0
6	$50,825	$53,432	$55,168
7	$52,562	$55,543	$57,487
8	$54,299	$57,919	$60,513
9	$56,037	$60,946	$64,836
10	$57,775	$63,972	$69,158
11	$59,513	$66,996	$73,481
12	$61,423	$70,022	$77,802
13	$65,771	$75,900	$83,938
14	$70,109	$81,363	$89,786
15	$73,403	$85,406	$94,155
16	$81,793	$95,393	$105,070

All teachers not already on step 16 will advance one step in 2025-26.

APPENDIX A
TEACHERS' SALARY SCHEDULE
2026-2027

STEP	BA	MA	6th Year
	$0	$0	$0
	$0	$0	$0
	$0	$0	$0
	$0	$0	$0
	$0	$0	$0
6	$51,079	$53,699	$55,444
7	$52,825	$55,821	$57,774
8	$54,571	$58,209	$60,815
9	$56,317	$61,251	$65,160
10	$58,064	$64,292	$69,504
11	$59,810	$67,331	$73,848
12	$61,730	$70,372	$78,191
13	$66,100	$76,280	$84,357
14	$70,459	$81,770	$90,235
15	$73,770	$85,833	$94,626
16	$83,715	$97,635	$107,539

All teachers not already on step 16 will advance one step in 2026-27.

APPENDIX A
TEACHERS' SALARY SCHEDULE
2027-2028

STEP	BA	MA	6th Year
	$0	$0	$0
	$0	$0	$0
	$0	$0	$0
	$0	$0	$0
	$0	$0	$0
6	$51,079	$53,699	$55,444
7	$52,825	$55,821	$57,774
8	$54,571	$58,209	$60,815
9	$56,317	$61,251	$65,160
10	$58,064	$64,292	$69,504
11	$59,810	$67,331	$73,848
12	$61,730	$70,372	$78,191
13	$66,100	$76,280	$84,357
14	$70,459	$81,770	$90,235
15	$73,770	$85,833	$94,626
16	$79,726	$92,881	$102,346
17	$85,682	$99,929	$110,067

All teachers will advance one step in 2027-28. New step 17 is added, and step 16 has been changed to the mid-point between step 15 and new step 17.

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. This stipend shall not be available for teachers hired on or after July 1, 2014.

2. The salaries of Teachers in Group V who function as such shall be six percent (6%) higher than non-Group V teachers on the same class and step.

3. Group V teachers will be on the regular teachers' salary schedule with the addition of up to one additional (1) week (five (5) working days) for which they will receive a per diem pay rate of 1.2% of salary per day. These additional days can be assigned to include time after school closes and/or before the opening of the new school year. These days will be assigned at the discretion of the Administrator to whom each person in Group V is immediately responsible.

4. Group V teachers hired on or after July 1, 2020 shall be paid at their then applicable per diem rate for any additional working days, beyond the teacher work year, for all days they are requested to work outside of the teacher work year.

APPENDIX C
COACHES' SALARIES

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

Sport/Activity		2024-25	2025-26	2026-27	2027-28
Athletic Director		$6,001	$6,121	$6,243	$6,368
Football					
	Head Varsity	$5,861	$5,978	$6,098	$6,220
	Assistant Varsity	$3,768	$3,843	$3,920	$3,999
	Jr. Varsity	$3,768	$3,843	$3,920	$3,999
	Fresh Head	$2,792	$2,848	$2,905	$2,963
	Fresh Assistant	$2,792	$2,848	$2,905	$2,963
Basketball					
	Head Varsity	$5,581	$5,693	$5,807	$5,923
	Jr. Varsity	$3,699	$3,772	$3,848	$3,925
	Freshman	$2,512	$2,563	$2,614	$2,666
Baseball					
	Head Varsity	$4,745	$4,840	$4,937	$5,035
	Jr. Varsity	$2,930	$2,989	$3,049	$3,110
	Freshman	$2,443	$2,492	$2,542	$2,592
Softball					
	Head Varsity	$4,745	$4,840	$4,937	$5,035
	Jr. Varsity	$2,930	$2,989	$3,049	$3,110
	Freshman	$2,443	$2,492	$2,542	$2,592
Track & Field					
	Head Coach	$4,186	$4,270	$4,355	$4,442
	Assistant Coach	$2,652	$2,705	$2,759	$2,814
Cross Country					
	Head Coach	$3,070	$3,132	$3,194	$3,258
Swimming					
	Head Coach	$3,489	$3,559	$3,630	$3,703
Golf					
	Head Coach	$2,792	$2,848	$2,905	$2,963

Tennis					
	Head Coach	$2,792	$2,848	$2,905	$2,963
Bowling					
	Head Coach	$2,792	$2,848	$2,905	$2,963
Soccer					
	Head Coach	$3,628	$3,701	$3,775	$3,850
	Asst. Coach	$2,512	$2,563	$2,614	$2,666
Volleyball					
	Head Coach	$3,628	$3,701	$3,775	$3,850
	Asst. Coach	$2,512	$2,563	$2,614	$2,666
Wrestling					
	Head Coach	$4,186	$4,270	$4,355	$4,442
Cheerleader					
	Head Coach	$2,792	$2,848	$2,905	$2,963
	Asst. Coach	$1,750	$1,785	$1,821	$1,857
Middle School Level					
	Intramural Coaches	$505	$515	$525	$536

APPENDIX C - 1

Hiring Criteria for Coaches:

1. In the selection of coaches and their assistants the District will use a formalized interview and selection procedure.

2. When filling a coaching vacancy, the most qualified candidate will be selected, provided that where two or more candidates are equally most qualified, the equally most qualified candidate who is a teacher within the Bridgeport Public Schools system shall be given preference.

3. The Board reaffirms its policy of providing coaching employment opportunities on an equal opportunity basis.

APPENDIX CC
EXTRA CURRICULAR ACTIVITIES
Compensation Schedule

Activity	2024-25	2025-26	2026-27	2027-28
Band Director	$2,258	$2,303	$2,350	$2,397
Drama Coach	$1,920	$1,958	$1,997	$2,037
Gospel Choir Director	$903	$921	$939	$958
Faculty Advisor				
Senior	$1,129	$1,152	$1,175	$1,198
Junior	$903	$921	$939	$958
Sophomore	$677	$691	$705	$719
Freshman	$564	$575	$587	$599
Student Council Advisor	$847	$864	$881	$898
Yearbook Advisor	$903	$921	$939	$958
Newspaper Advisor	$734	$749	$764	$779
Choral Director	$1,412	$1,440	$1,469	$1,498
Chess Club	$564	$575	$587	$599
Debate Team Advisor	$1,920	$1,958	$1,997	$2,037
NEDC Advisor	$1,920	$1,958	$1,997	$2,037
Academic Decathlon Advisor	$903	$921	$939	$958
JETS Advisor	$677	$691	$705	$719
Literary Magazine Advisor	$677	$691	$705	$719
National Honor Society Advisor	$903	$921	$939	$958
Community Service Advisor (Key Club, Interact, etc.)	$903	$921	$939	$958
Young Educators Society Advisor	$452	$461	$470	$480

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.

All teachers hired prior to the start of the school year in the Bridgeport School System shall have the option of a twenty-one (21) or twenty-six (26) pay plan. Teachers whose salary is funded or will be funded through a state or federal grant will be placed on the "twenty-one (21) plus five (5)" pay plan. Under the "21+5" pay plan, the teacher will receive an additional check on the 21st pay in June representing the five (5) summer pays. This additional check shall be known as the "balloon" payment.

Pay plans may only be changed at the time of submission of the Pay Period Election for the new school year. This choice is irrevocable for the entire school year pursuant to IRS Code Section 409A, and may not be changed until the time of submission of the Pay Period Election for the next school year. Teachers who do not make a choice will be automatically placed on the twenty-one (21) pay plan.

All teachers hired subsequent to the start of the school year shall be placed on the twenty-one (21) pay plan for the remainder of that school year.

The contractual work year, on which the annual salary is calculated, is 186 days. A teacher who commences employment after the first work day of the school year will receive salary payments only for the number of days worked in the contractual work year, equivalent to the per diem rate (annual salary divided by 186) multiplied by the number of days worked.

Teachers hired prior to February 1st of the school year shall qualify for step advancement in the subsequent school year, provided that the Salary Table for that school year specifies step advancement.

Teachers hired on or after February 1st of the school year shall not qualify for step advancement in the subsequent school year, provided that the Salary Table for that school year specifies step advancement.

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 May 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 not accept employment with any 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. A teacher who has signed a salary agreement for the ensuing year and submits a notice of resignation in August will not be released by the Bridgeport Board of Education until 30 calendar days after the first day of school for teachers, but may be released sooner, at the discretion of the Board of Education, if a replacement teacher is assigned at an earlier date.

(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:

Board of Education of Bridgeport

Teacher_____

By _____
Superintendent

Date _____

Date _____

APPENDIX E
ANNUAL SALARY AGREEMENT
Office of the Board of Education
Bridgeport, Connecticut

EMAIL:_____
NAME [Last, First MI]: _____
EMPLOYEE ID: _____
POSITION: _____
DISTRIBUTION: _____
***# OF PAYS ELECTED:**_____
***DEFAULT # of Pays:**_____

* **Article 4.6:** If your salary ***is funded or will be funded through a state or federal grant***, you will be placed on the **"twenty-one (21) plus five (5)" pay plan**. Under the "21+5" pay plan, you will receive an additional check on the 21st pay in June representing the five (5) summer pays. This additional check is known as the "balloon" payment."

BALLOON:_____
BALLOON EXPLANATION:
ANNUAL SALARY RATE: _____
EDUCATION CLASS: _____
STEP: _____
DATE OF HIRE:_____

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.

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. 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 the BEA Contract, Appendix D, No. 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 **not** accept employment with any other Board of Education in Connecticut; provided that in the event no salary agreement for the ensuring year has been signed by August first, the limitation on the teacher's resigning during the month of August shall not be binding until such an agreement has been signed. A teacher who has signed a

salary agreement for the ensuing year and submits a notice of resignation in August will not be released by the Bridgeport Board of Education until 30 calendar days after the first day of school for teachers, but may be released sooner, at the discretion of the Board of Education, if a replacement teacher is assigned at an earlier date.

This Salary Agreement shall become operative when properly returned electronically to the Payroll/Benefits Office. Failure to return the signed agreement by the last Friday in May will be considered a voluntary resignation.

Signature: _____ Date: _____

APPENDIX F
SIDE LETTER OF UNDERSTANDING ON COMMITTEE ON SUBSTITUTES

Parties will form a non-negotiation committee to focus on substitute coverage and allocation issues.

Board of Education of Bridgeport

By _____
President, Duly Authorized

Date 10.31.2023

Bridgeport Education Association

By _____
President, Duly Authorized

Date 11-9-23

APPENDIX G
SIDE LETTER OF UNDERSTANDING ON SPECIAL EDUCATION TEACHERS

Special Education

1. In case of an emergency assignment of responsibility and/or coverage for a particular student(s), the bargaining unit member will have access to copies of the IEP, the 504 Plan, the BIP, etc.

2. School administrators will make every reasonable effort to keep staff and student ratios equal.

3. When a student with an IEP which requires the classroom support of a paraprofessional, the district shall make all reasonable efforts to have that paraprofessional in place on the first day of the student's attendance.

4. In order to complete required paperwork, all Special Education (SPED) teachers and related service providers (School Psychologists, SLP, Social Workers, Teachers of the visually impaired and Teachers of the deaf) shall be granted additional release time based upon student caseload, IEPs and related SPED professional responsibilities of not less than two and one-half (2.5) hours each quarter of the school year. The SPED teachers and related service providers will work with their building-based administrators to determine a mutually agreed upon time for this release time. Except in extraordinary circumstances, quarterly release time should be used within five (5) days of the end of each quarter.

5. A team of administrators and teachers will make every effort to maintain appropriate programming ratios which may include small groups. To do so, the team will conduct meetings at the beginning of the school year, mid year, and at the end of the school year.

6. All SPED and related service providers (special education teachers, special education teachers on special assignment, school psychologists, school social workers, speech and language pathologists, Teachers of the visually impaired, Teachers of the Deaf) will work with their building-based administrators to determine a mutually agreed upon additional number of weekly prep periods to ensure completion of required paperwork. The determination for the number of additional prep periods (beyond the contractual allocation of 5) will be based upon student caseload, IEPs and related SPED professional responsibilities.

7. The composition of a special education teacher's caseloads will consider the following factors:

A) The number of hours reasonably required to perform all required duties;

B) The ages of students in the caseload;

C) The nature and severity of disabilities of the students in the caseload ;

D) The expected amount of time required for non-student contact time (e.g. PPTs , evaluations, testing) ;

E) The physical space allotted for instructional activities;

F) Equity among all special education staff in the building;

G) Equity among all special education staff throughout the district.

For the Bridgeport Education Association

Ana Batista

Dated: May 25, 2023

For the Bridgeport Public Schools

Dated: 5/26/23

APPENDIX H
MOA RE: JANUS DECISION

Side letter of Understanding on Payroll Dues Collection and Agency Fees

The Parties to this Agreement agree that if the governing laws of the State of Connecticut and the United States of America change to once again allow the collection of agency fees from members of the Association's bargaining unit who are not members of the Association, the applicable provisions of Article VIII (Payroll Deductions and Agency Shop) which describe such collection will be immediately modified back to their language from the 2017-20 Agreement, subject to the requirements of any such new law, upon written demand of the Association. Such agency fee collection will resume as soon as practicable thereafter.

Board of Education of Bridgeport

By _____
Chairperson, Duly Authorized

Date 10.31.2023

Bridgeport Education Association

By _____
President, Duly Authorized

Date 11-9-23

APPENDIX I
MEMORANDUM OF UNDERSTANDING ON COMMITTEES TO CONSIDER THE ENGLISH LEARNERS' BILL OF RIGHTS AND ATTENDANCE POLICY

The parties agree to form a task force to study staff requirements and possible alteration of staff assignments needed to facilitate the implementation of Substitute House Bill No. 6663, the English Learners' Bill of Rights. This agreement shall not be deemed as precedent setting or as requiring the Parties to agree upon any such criteria.

The Parties further agree to form a committee to review the existing Attendance Policy and specifically agree as follows:

- The BEA/BOE agree to form a joint review committee by August 19, 2024.
- The committee will be composed of an equal number of members from each side and have two Co-Chairs – representing the BEA and BOE.
- In 2024-25, the Committee Co-Chairs will report on progress toward recommending a revised Attendance Policy monthly to the Superintendent and BEA President.
- Both parties agree to act in good faith toward the goal of developing a mutually acceptable policy by the end of the 2024-25 school year.
- In the event that agreement is reached on a revised Attendance Policy, a MOU will be developed to codify acceptance of the policy as a contractual requirement, and in the next contractual cycle, the MOU will be incorporated into the contract.
- In the event the parties are unable to reach agreement, the Attendance Policy may be submitted for resolution using the mid-term bargaining provisions of the Teacher Negotiations Act.