

Committee Meeting Agenda/Minutes

Committee: BOE Grievance Committee			
Location: Superintendent's Office Chase Building/Room 158 236 Grand Street	Date of Meeting: Tuesday June 9, 2026	Start Time: 5:15 p.m.	Finish Time: 6:27 p.m.

Team Norms:
1. All meetings will start on time 2. All team members will agree to stay on specific agenda topics 3. A specific agenda will be set for all meeting

Commissioners Present:	Staff Present:
<i>Commissioners L. Ireland, Jackson, Lopez, Lott, and Heyward-Bowen</i>	<i>J. Mendoza (left at 5:38 p.m.), J. Marino, and J. Britton.</i> <i>Myra Lopez (grievant), Danielle Byron (WTA Grievance Committee), Kacey Sullivan (WTA Grievance Committee), and Kevin Egan (WTA President).</i>

AGENDA			MOTION
	Agenda Item	Time Allotted	Motion by/seconded by Vote tally
1.	WTA Grievance 25-26-03		MOTION TO ENTER INTO EXECUTIVE SESSION AT 6:08 P.M. FOR DELIBERATION <i>L. Ireland/Lott</i> <i>Unanimous</i> MOTION TO EXIT EXECUTIVE SESSION AT 6:25 P.M. WITH NO VOTES TAKEN. <i>Lopez/Lott</i> <i>Unanimous</i> MOTION TO DENY WTA GRIEVANCE 25-26-03 <i>L. Ireland/Lopez</i> <i>Unanimous</i>
2.	Adjournment		MOTION TO ADJOURN. <i>Lopez/L. Ireland</i> <i>Unanimous</i>

Additional notes/minutes:

WTA-1, 2 and ADMIN-1 documents were distributed. Discussion from both sides occurred.

Minutes prepared by: [Click or tap here to enter text.](#)



Grievance Number: 25-26-03

Date Filed: 04/02/26

School: John F Kennedy HS

Grievant: Myra Lopez

Principal/Supervisor: Rob Johnston

Email: mlopez1@waterbury.k12.ct.us

Email: rjohnston@waterbury.k12.ct.us

Representative: Alyson Ortiz

Email:

Title: Non-Teaching Duties

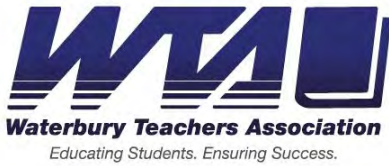
Articles: 7:5, 7:9, 7:10, 8:1, 8:2

Description: The grievant alleges the Board is in violation of unassigned periods and preparation periods pursuant to Articles 7, 8 and any other article deemed applicable of the 2023--2026 WTA-BOE collective bargaining agreement.

Relief Sought: That the District cease and desist from using preparation time and unassigned time interchangeably. Preparation time shall remain free from assigned duties, and unassigned time shall be preserved as a distinct period for the full range of non-teaching duties, both assigned and unassigned, as defined in the contract. Further, that the District cease and desist from scheduling unassigned time in a manner that allocates the entire period to assigned duties to the exclusion of other non-teaching duties, and instead ensure that unassigned time remains available for all such duties to be performed within the school day.


Grievant's Signature

4/2/26
Date



Step 1

Grievance Number:25-26-03

Disposition Date:04/21/26

*****DIRECTIONS TO ADMINISTRATOR:** Please write in your response to the grievance in the space provided and sign and date below your response.

Step 1 Decision:

Could not be resolved at building level

(Administrator or supervisor's signature)

Date

Appealed to Step 2 Date: 04/24/26

Step 2

Grievance Number:25-26-03

Disposition Date:04/29/26

Step 2 Decision:

As the Superintendent's designee as the Director of HR within the Human Capital Office, on Wednesday, April 29, 2026 I heard WTA Grievance WTA Grievance 25-26-3 Stage 2 Level 2, as presented by the Waterbury Teachers Union on behalf of Kennedy Teacher Myra Lopez. After considering all the statements presented, the Stage 2, Level 2 WTA Grievance is denied under the language of the collective bargaining agreement. The claim by Lopez during the hearing was essentially that she is entitled to a prep period and additional unassigned time.

1. During the grievance hearing Lopez acknowledged that she is receiving appropriate prep time and can be assigned duties. There is no claim that non-teaching duties are being assigned to Lopez unequally. Article 8 requires that duties be assigned equally and as practicably as possible. The district notes that this is indeed the case in this



instance.

2. The district also notes there is no claim or any evidence that assignment was arbitrary or capricious. To the contrary, Lopez acknowledged that when the matter first surfaced as an issue, the school leadership took direct steps to assist her by providing her a study hall duty to provide her more, not less structured time to address her incomplete but necessary tasks.

3. Furthermore, the district notes that under Article 7 Section 10, all unassigned periods can be assigned to non-teaching duties in support of academic or student needs. This is exactly the case in this matter with the Kennedy administration acting within the bounds and language of the contract.

4. Finally, the district notes that Lopez also acknowledged that any extra classes that she took on in previous semesters were voluntary in nature.

(Superintendent or designee's signature)

Date

Appealed to Step 3 Date: 05/11/26

Step 3

Grievance Number:25-26-03

Disposition Date:06/09/26

Step 3 Decision:

(Board of Education designee's signature)

Date



To: Myra Lopez-WTA Member and Her WTA Leadership (President Kevin Egan, Danielle Byron, Kasey Sullivan)
From: Geen Thazhampallath
CC: Superintendent Darren Schwartz
Deputy Superintendent Juan Mendoza, Sr. HR Generalist Jennifer Orso-Marino
RE: WTA Grievance 25-26-3 Stage 2 Level 2 Decision
Date: May 6, 2026

As the Superintendent's designee as the Director of HR within the Human Capital Office, on **Wednesday, April 29, 2026** I heard **WTA Grievance 25-26-3 Stage 2 Level 2**, as presented by the Waterbury Teachers Union on behalf of **Kennedy Teacher Myra Lopez**. After considering all the statements presented, the Stage 2, Level 2 WTA Grievance **is denied** under the language of the collective bargaining agreement. The claim by Lopez during the hearing was essentially that she is entitled to a prep period **and** additional unassigned time.

1. During the grievance hearing Lopez acknowledged that she is receiving appropriate prep time and can be assigned duties. There is no claim that non-teaching duties are being assigned to Lopez unequally. Article 8 requires that duties be assigned equally and as practicably as possible. The district notes that this is indeed the case in this instance.
2. The district also notes there is no claim or any evidence that assignment was arbitrary or capricious. To the contrary, Lopez acknowledged that when the matter first surfaced as an issue, the school leadership took direct steps to assist her by providing her a study hall duty to provide her more, not less structured time to address her incomplete but necessary tasks.
3. Furthermore, the district notes that under Article 7 Section 10, all unassigned periods can be assigned to non-teaching duties in support of academic or student needs. This is exactly the case in this matter with the Kennedy administration acting within the bounds and language of the contract.
4. Finally, the district notes that Lopez also acknowledged that any extra classes that she took on in previous semesters were voluntary in nature.

Based on the foregoing the grievance **is denied**.

Thank you.

Geen Thazhampallath

HR Director-WPS



Disposition Date:

Step 3 Decision:

(Board of Education designee's signature)

Date

Supt. - 1

- ¶ 103. 8. A teacher may be removed from the recall list for the following:
- ¶ 104. (a) Waives recall rights in writing.
 - ¶ 105. (b) Resigns.
 - ¶ 106. (c) Fails to accept recall to the position held immediately prior to lay-off or to a substantially equivalent position.
 - ¶ 107. (d) Fails to report to work in a position that he/she has accepted, unless such employee is sick or injured.
 - ¶ 108. (e) If a teacher has secured temporary employment elsewhere, he/she shall be allowed thirty (30) calendar days of time before being required to report to work.

ARTICLE 7 PREPARATION PERIODS

- ¶ 109. **Section 1.** K-5 and/or K-8 teachers will be scheduled for five (5) preparation periods per week. In order to meet this requirement, the Board of Education shall have the ability to reduce the number of preparation periods for teachers in an effort to afford all K-5 and/or K-8 teachers, five (5) preparation periods per week. A preparation period shall be considered a free period for said teacher but he/she must use the entire period engaged in some school connected activity, including but not limited to, class preparation. Scheduled weekly preparation time shall consist of at least three hours. In no event shall any teacher have a preparation period of less than 30 minutes in duration.
- ¶ 110. **Section 1(a).** Notwithstanding the foregoing, these requirements may be modified on a temporary experimental basis for all or part of the system if the Board and Association mutually agree.
- ¶ 111. **Section 2.** Subject to the provisions of Section 2(c) of Article 8 hereof, each teacher in the K-5 schools shall have a free period equal to (and at the same time as) the children's outside recess period. At the start of the school year each K-5 and/or K-8 Principal shall prepare a team-teacher roster (for those school days when there is indoor recess) to insure that each teacher so assigned obtained a free period equal to at least one-half of the said indoor recess period of the children.
- ¶ 112. **Section 3.** Special Education teachers who work on an itinerant basis shall have their schedules arranged to provide for an average of no less than three (3) unencumbered periods (minimum of thirty (30) minutes each per week), averaged over the academic year. This time shall be used to complete such duties as diagnostic evaluation, student testing teacher and/or parent consultation, Planning and Placement Team meetings and for other related activities.
- ¶ 113. **Section 4.** K-5 and/or K-8 Art, Music, Library Media Specialist and Physical Education teachers will be scheduled for five (5) preparation periods per week. In order to meet this requirement, the Board of Education shall have the ability to reduce the number of

preparation periods for teachers in an effort to afford all K-5 and/or K-8 Art, Music, Library Media Specialist and Physical Education teachers, five (5) preparation periods per week. A preparation period shall be considered a free period for said teacher but he/she must use the entire period engaged in some school connected activity, to include, but not limited to, class preparation.

- ¶ 114. **Section 5.** While the schedule in effect at the high schools during the 2005-06 school year remains in effect, in addition to the duty free lunch period provided by Article 8, Section 1, each High School teacher shall have one (1) preparation period, each day. During this preparation period, no duty may be assigned, but the entire period must be used for some school connected activity including, but not limited to, class preparation. In no event shall the total number of minutes of preparation per week be less than the number of minutes per week provided during the 2005-06 school year. In no event shall any teacher have a preparation period of less than 30 minutes duration. If the Board exercises its unilateral right to alter the scheduling of the student day, the parties shall negotiate the impact of such change, if any.
- ¶ 115. **Section 6.** Academic area High School teachers shall not be required to undertake more than three (3) teaching preparations during any one (1) year. For the purpose of this Section, two (2) one (1) semester courses in the same subject area shall be the equivalent of "one (1) teaching preparation" during the year. It is agreed that a one (1) semester course consists of one-half (½) school year duration.
- ¶ 116. **Section 7.** Exceptions to the principles set forth in Section 6 may be made with the approval of the Board, the Superintendent or his/her designee, the WTA, and the teacher(s) involved. Such exceptions shall be agreed to in writing by all of the said parties.
- ¶ 117. **Section 8.** Each Middle School teacher shall be granted each day a preparation period which is a period of time comparable in length to a High School preparation period or, in the event a mod schedule is used, the length of said preparation period shall consist of two (2) mods. During this preparation period, no duty may be assigned but the entire period must be used for some school connected activity, including, but not limited to, class preparation. In no event shall the total number of minutes of preparation per week be less than the number of minutes per week provided during the 2005-06 school year. In no event shall any teacher have a preparation period of less than 30 minutes duration. If the Board exercises its unilateral right to alter the scheduling of the student day at the middle school, the parties agree to negotiate over the impact of such change on the above provisions pertaining to the middle school, if any.
- ¶ 118. **Section 9.** In addition to being granted the aforementioned duty free lunch period and the preparation period, each High School and Middle School teacher is to be granted each school day an unassigned period (the granting of said unassigned period is subject to the provisions of Article 8, Sections 2(a) and (b) hereof) which shall be equal in time to a normal High School period, or in the event a mod schedule is utilized, it shall consist of two (2) mods.

- ¶ 119. **Section 10.** All unassigned periods are to be used for the non-teaching duties described in Article 8 and for academic or student needs such as other assigned duties, team meetings, PPT meetings, record keeping, grades, parent conferences and assisting students. A building administrator may also, in lieu of any duty assigned, elect to assign a teacher to supervise an additional classroom period in the event of a temporary staffing shortage due to teacher absences and a lack of available substitutes.
- ¶ 120. **Section 11.** While the schedule in effect at the middle schools during the 2005-06 school year remains in effect, each Middle School teacher shall be granted each school day a duty free lunch period in accordance with Article 8, Section 1.

ARTICLE 8 NON-TEACHING DUTIES

- ¶ 121. **Section 1. Duty Free Lunch** - All teachers shall have a ~~duty-free lunch period~~ guaranteed uninterrupted duty-free period for lunch which shall be scheduled as a single period of thirty consecutive minutes daily. ~~which is at least equal in length to the lunch period of the pupils.~~
- ¶ 122. **Section 2.** The Board and the Association agree that a teacher's primary responsibility is to teach and that his/her energy should be fully utilized to this end. Teachers' non-teaching duties will be distributed as equally as practicable and such assignments may be appealed pursuant to the grievance procedure. However, any review of such decision shall be limited to the issue of whether the decision to assign non-teaching duties was arbitrary or capricious. Accordingly, the provisions of the following Sections shall apply:
- ¶ 123. a) **Middle School Corridor Duties** – While the schedule in effect at the middle schools during the 2005-06 school year remains in effect, for the purposes of this Section, a period will be considered two (2) modules. Should the Board exercise its unilateral right to alter the scheduling of the student day, the parties will negotiate the impact of such change on this paragraph, if any. In each Middle School, each school day, there will be two (2) teachers assigned for corridor duty each period. However, as determined by the building principal, extra teacher(s) may be assigned to corridor duty and such assignment shall be part of the duty rotation. Any teacher teaching six (6) periods per day will be exempt from duty. The duty period will occur during what is considered to be an unassigned period. (See Article 7, Section 9). Assignment of corridor duties shall be rotational.
- ¶ 124. b) **Middle School Cafeteria Duties** – While the schedule in effect at the middle schools during the 2005-06 school year remains in effect, for the purposes of this Section, a lunch period shall be considered to be equal to one (1) mod, as that term is defined in Section 2(a) hereof. Should the Board exercise its unilateral right to alter the scheduling of the student day, the parties will negotiate the impact of such change on this paragraph, if any. On a rotating basis, as hereinafter set forth, in each Middle School, during their unassigned period (See Article 7, Section 9), one teacher for every 125 students during each lunch period, shall be assigned to cafeteria duty for each lunch period. However, as

determined by the building principal, extra teacher(s) may be assigned to cafeteria duty per lunch period and such assignment shall be part of the duty rotation. Any teacher teaching six (6) periods per day shall be exempt from this cafeteria duty. To effect the equal sharing of cafeteria duty, a teacher's teaching schedule shall be changed three (3) times an academic year (at the beginning of each marking period) so that his/her unassigned periods (See Article 7, Section 9) shall occur during the time that lunch is being served in his/her Middle School.

¶ 125. c) If teachers are assigned to perform recess duty in the K-5 schools, an equalized rotation system will be employed. If teachers are assigned to recess duty the teacher student ratio shall be approximately one (1) to one hundred (100).

¶ 126. d) Bus Pupil Monitors – For the duration of this Agreement the Board shall continue to have teachers perform bus-pupil monitoring for the protection of K-5 and/or K-8, Middle School and High School children who ride buses and/or who arrive at the school building or grounds prior to the time that the teachers are required to be at school.

¶ 127. A stipend of \$1,050 in 2023-24, \$1,100 in 2024-25, \$1,150 in 2025-26 shall be paid for this duty. The number of teachers required to perform bus duty at each K-5 School, Middle School and High School shall be based upon the ratio of one (1) teacher to one hundred twenty-five (125) students, except that under temporary extenuating circumstances additional teachers may be assigned to perform bus duty. Notwithstanding the above provisions, the following schools may have up to eight (8) bus pupil monitors due to the location of their buildings: Generali, Chase, and Bucks Hill elementary schools. The teacher may be required to report to the school no earlier than forty-five (45) minutes prior to the time that the pupils are required to be in attendance at school. The bus and pupil monitoring duties shall be assigned by the said Chief Administrator of each such school. Teachers so assigned must not leave the school, at the end of the school day, until all the pupils are placed safely on the bus or buses. In the event that all pupils have not been placed safely on busses within forty-five minutes of the end of the work day, teachers may request approval to leave from the principal or his/her designee, who shall approve said request as long as there are sufficient staff to ensure the safety of the remaining students.

¶ 128. No deduction shall be made from the bus duty stipend for teachers for absences from school equal to the number of yearly sick days granted a teacher annually (not those in sick bank), as provided for in the contract. When a teacher assigned to such duties has absences in excess of the annual provision, a pro-rata deduction from the stipend shall be made for each absence.

¶ 129. The following priority system for eligibility for this stipend and selection of the teachers shall apply:

- (i) Those teachers who were paid as such bus monitors as of June, 1979;
- (ii) If such teachers do not apply or if the number of teachers approved for any given school by the Superintendent or his/her designee from central

- office is less than the number of monitors who were performing the said bus duty as of June, 1979, then the building seniority of the teacher-applicant shall apply. That is, the teacher with the greater building seniority shall be selected in this circumstance.
- (iii) If there are insufficient applicants to provide the number of teachers recommended by the principal or chief administrator of each building, teachers shall be required to perform such duties, on a rotating basis. Rotation shall occur after each marking period. Teachers who are required to perform such duty shall receive a stipend of \$200 1/4 of the total annual stipend for each marking period during which they perform bus pupil monitoring duty. If there are insufficient applicants to provide the number of teachers at the ratio of 1 teacher to 125 students, then non-bargaining unit persons may be selected.
- (iv) Bus-duty stipends will be paid in June in a check separate from the regular payroll check.

¶ 130. e) All unassigned periods, in addition to the above mentioned duties, are to be used for academic or student needs such as other assigned duties, team meetings, PPT meetings, record keeping, grades, parent conferences and assisting students.

¶ 131. f) In-House Suspension rooms shall be maintained in any school where in-house suspension is given as a disciplinary action. The Board may staff these rooms with non-bargaining unit personnel. In the event this is not possible, teachers shall be assigned to this duty on a voluntary basis. In the event that not enough teachers volunteer, teachers will be assigned in a fair and equitable manner.

¶ 132. g) High School study halls constitute an assigned non-teaching duty. Provided there are available classrooms and eligible teachers, every effort will be made to hold High School study halls in an assigned classroom with no more than 35 students. A teacher shall be deemed eligible to proctor a study hall if a study hall assignment would not impact the number of assigned teaching periods, preparation periods or other assigned and/or unencumbered periods agreed to by the parties to this Agreement.

¶ 132A. h) Teachers assigned to Schools with grades 6-12 shall be assigned to deliver, facilitate and oversee bi-monthly Advisory meetings in order to meet the State's Student Success Plan requirements. All curriculum for Advisory shall be provided by the District. The Board shall provide notice of any substantive change to its Advisory program, which shall be subject to any bargaining required by law (i.e. Teacher Negotiation act).

¶ 133. **Section 3.** Physical education instructors shall perform student postural screenings pursuant to Board policy. If a physical education instructor is required to perform such screenings in the privacy of an office, a Nurse or Public Health Aide shall be present to witness such screening. In the event a Nurse or Public Health Aide is not available or if a student refuses such screening, then the physical education instructor is relieved of such postural screening responsibilities. Notwithstanding the provisions of this section to the

contrary, no Teacher shall be required to perform any other health service duties except as provided under Conn. Gen. Stat. Sec. 10-212a.

- ¶ 134. **Section 4.** If the Board exercises its unilateral right to alter or discontinue machine scoring of standardized and City-wide tests, the parties shall bargain over the impact of such change, if any.
- ¶ 135. **Section 5.** If the Board exercises its unilateral right to alter or discontinue the use of data processing for such operations as, but not limited to, keeping records, tallying pupils, scheduling in the High Schools, making out and maintaining report cards, the parties shall bargain over the impact of such change, in any.
- ¶ 136. **Section 6.** The aforementioned duties, prescribed in this Article 8, shall in no way be deemed not to require teachers, as part of their regular assignments, to perform such disciplinary and supervisory functions required of them, during the work day, irrespective of the location in the building or school yard of student activity requiring disciplinary-supervisory functions, so that teachers and administrators will maintain that degree of pupil conduct generally required in the system by the Board's discipline policy.
- ¶ 137. While the teacher's primary responsibility is to teach, he/she shall also discipline pupils of the school when so required.
- ¶ 138. **Section 7.** Due to the increased incidence of communicable diseases, (*e.g.*, AIDS, TB, Hepatitis) the WTA and the Board recognize the dangers of spilled blood and body fluids which emanate from fighting and other incidents. Therefore, the parties acknowledge that teachers are cognizant of these dangers and must use reasonable caution prior to becoming involved in these situations.
- ¶ 139. **Section 8.** Data processing forms shall be available to teachers by the final date of the marking period. These completed forms shall be submitted by the teacher no later than five (5) school days after the close of the marking period.
- ¶ 140. **Section 9.** K-5 teachers shall not be responsible for the duplication of instructional materials required by publications chosen by the Board. Such materials shall be duplicated by non-bargaining unit personnel who shall be available for such duplication work an average of two (2) hours a day, five (5) days a week.

ARTICLE 9 DEPARTMENT LEADERSHIP POSITIONS

- ¶ 141. **Section 1.** The creation and elimination of Department Heads shall be in the Board's sole discretion.
- ¶ 142. **Section 2.** Department Heads assigned to the High Schools shall receive three hundred dollars (\$300.00) for each full-time teacher and seventy-five dollars (\$75.00) for each "fractional teacher" within their respective department, exclusive of themselves. The

Hello, I'm Myra López. I'm a teacher at Kennedy High School. I've filed a grievance because I believe the District is in violation of Articles 7 and 8 of the WTA contract. These Articles clearly define the Prep Period and the Unassigned Period.

I will be going over three reasons for the grievance and show how the District's actions are arbitrary, meaning that they are based on discretion rather than what is explicitly written in the contract, and capricious, which means that the schedule is being assigned in such a way that makes it unpredictable or inconsistent.

The District is forcing teachers to give up prep time if they are assigned to teach an extra class. It claims that the loss of Prep is the reason for extra compensation. First, Article 7, Section 5, guarantees every teacher a Prep Period, free of duties, and at least 30 minutes in duration. Second, according to Article 7, Section 10, extra class coverage is to be assigned instead of any duty, not Prep. The District's actions are arbitrary because the contract explicitly states that additional class coverage replaces duties. There is no provision for the Prep Period to be eliminated, forfeited, or removed from the schedule. In fact, the Prep Period is explicitly protected in the language of the contract, which states: "each High School teacher shall have one (1) preparation period, each day. During this preparation period, no duty may be assigned [...] In no event shall any teacher have a preparation period of less than 30 minutes duration." Removing Prep from the schedule is in direct violation of the contract. Finally, Article 5, Section 5, states that teachers will be compensated for teaching an additional class, but it does not state that Prep must be exchanged for that compensation to occur. The District's actions are capricious because a guaranteed block of time is being applied inconsistently—some teachers have a Prep Period, others don't. This is also inconsistent because for teachers assigned to supervise an additional class, duties are replaced by the class. Yet for teachers teaching an additional class, Prep is replaced instead despite the added instructional responsibilities.

Article 7, Section 10 requires Unassigned Periods to be used for the range of non-teaching duties that are explicitly listed. The list is not a menu. It is a comprehensive list of required duties that must be performed. The District is using the entire Unassigned Period only for assigned duties and excluding all other required non-teaching duties from the schedule. This is arbitrary because a large portion of the list of non-teaching duties is being omitted from the Unassigned Period. This omission violates the contract language which explicitly places "team meetings, PPT meetings, record keeping, grades, parent conferences and assisting students" within the Unassigned Period. They put them there for a reason. This is capricious because the only way to complete these non-teaching duties is to take time away from scheduled class time, prep time, or assigned duties, which causes the schedule to become erratic and results in inconsistent completion of required tasks.

In Articles 7 and 8 the contract clearly defines a separate Prep Period and Unassigned Period and the roles of each. The District is conflating the two. For teachers with an extra class, the District is treating the Prep Period as an Unassigned Period by replacing it with an extra class. For teachers without the extra class, grading, record keeping, and meetings, which are non-teaching duties delineated under the Unassigned Period, are left out of the schedule completely. The expectation is that the Prep Period will absorb these non-teaching duties. For example, teachers were told to grade during their Prep Period. This is arbitrary because if the District requires teachers to do these non-teaching duties during the Prep Period, it is assigning duties to the Prep Period, which violates the contract. It's capricious because the District's unequal distribution of non-teaching duties gives priority to assigned duties by scheduling them for the entire Unassigned Period and excludes the other non-teaching duties from the schedule. There is no predictable or consistent time in which required duties can be completed within the workday.

Article 8, Section 2 states that "a teacher's primary responsibility is to teach and that his/her energy should be fully utilized to this end." The schedule is not in alignment with contract language, and the result is that required tasks are done inconsistently rather than effectively. The contract guarantees time during the school day for preparation and allocates remaining time to non-teaching duties that support "academic or student needs." The work that directly supports teaching (planning, grading, and collaboration) has been removed from the schedule, while priority is given to supervisory duties such as hall patrol and bathroom duty. This is not just a workload issue; the schedule does not align with the spirit or letter of the contract.

Myra Lopez, ESL Teacher, Kennedy High School
Grievance Handout

Grievance:

- 1. Certain teachers are not being provided any Preparation Period at all, despite the contract explicitly guaranteeing a preparation period to each teacher. (violates Article 7, Section 5)**
- 2. The contract explicitly defines multiple non-teaching duties, yet only assigned duties are allocated time within the schedule, effectively excluding the others from the Unassigned Period under which they are listed. (violates Article 7, Section 10 and Article 8 Section 130 e.)**
- 3. The Prep Period and the Unassigned Period are being conflated. (violates Article 7, Sections 5, 9 and 10, and Article 8 Section 130 e.)**

*There is an Appendix at the end of this document that illustrates how time was allocated in my schedule when I was first hired versus how time is allocated now.

Resolution:

That the District cease and desist from using preparation time and unassigned time interchangeably. Preparation time shall remain free from assigned duties, and unassigned time shall be preserved as a distinct period for the full range of non-teaching duties, both assigned and unassigned, as defined in the contract.

Further, that the District cease and desist from scheduling unassigned time in a manner that allocates the entire period to assigned duties to the exclusion of other non-teaching duties, and instead ensure that unassigned time remains available for all such duties to be performed within the school day.

Article 8, Section 2. The Board and the Association agree that a teacher's primary responsibility is to teach and that his/her energy should be fully utilized to this end. Teachers' non-teaching duties will be distributed as equally as practicable and such assignments may be appealed pursuant to the grievance procedure. However, any review of such decision shall be limited to the issue of whether the decision to assign non-teaching duties was arbitrary or capricious.

Contract Definitions:

Arbitrary- a decision, based on personal choice or discretion rather than facts, evidence, and what is explicitly stated in the contract

Capricious = erratic, unpredictable, or inconsistent

Unassigned Period: a period in addition to prep that is to be used for the range of non-teaching duties

Assigned Duties = non-teaching, *supervisory duties* that are *assigned to occur at a specified time in the schedule*, including: hall patrol, bathroom duty, ISS, Cafeteria Duty, Study Hall, etc.

Unassigned Non-Teaching Duties = required non-teaching duties that are *not specifically scheduled, but must be done*, including: grading, record keeping, PPTs, parent meetings, TEAM meetings, meetings with struggling students, etc.

Prep Period = contract-guaranteed 43 minutes a day to plan and prepare lessons and materials for all classes, during which no duty may be assigned

<u>Contract Language:</u>	<u>What this allows:</u>	<u>What the District is Doing:</u>	<u>Arbitrary because:</u>	<u>Capricious because:</u>
Article 7, Section 5: [...] each High School teacher shall have one (1) preparation period, each day. During this preparation period, no duty may be assigned [...] In no event shall any teacher have a preparation period of less than 30 minutes duration. Article 7, Section 10: [...] A building administrator may also, in lieu of any duty assigned, elect to assign a teacher to supervise an additional classroom period in the event of a temporary staffing shortage due to teacher absences and a lack of available substitutes. Article 5, Section 5: Any High School or Middle School teacher assigned to an additional teaching period beyond the maximum set forth in this Agreement shall receive additional compensation.	Each teacher is guaranteed a daily, duty-free Preparation Period at least 30 minutes in duration. Additional class coverage shall be assigned instead of any duty. Teachers are to be compensated for teaching an extra class.	*Requiring teachers to give up their Prep Period in order to teach an extra class *Preserving the Unassigned Period for assigned duties by eliminating the Prep Period from the schedule for teachers who have an extra class *Stating that loss of the Prep Period is the reason for extra compensation	1. The contract explicitly states that each teacher shall have a Prep Period. The Prep Period is free from duties. The Prep Period cannot be less than 30 minutes. 2. Extra classes are assigned instead of duties, not Prep 3. Compensation for an extra class is not contingent upon the loss of Prep The contract clearly states that additional class coverage is "in lieu of any duty assigned," and that Prep may "in no event shall any teacher, have a preparation period of less than 30 minutes duration." Compensation for an extra class is not contingent on the loss of Prep. There is no provision for the Prep Period to be eliminated, forfeited, or removed from the schedule. Doing so is in direct violation of the contract.	Teachers who are teaching an extra class do not have a Prep Period, while others do. The contract guarantees a Prep Period for every teacher, but that guarantee is being applied inconsistently, since the District requires some teachers to give up their Prep period based on the assignment of an extra class period. This is also inconsistent because for teachers assigned to supervise an additional class, duties are replaced by the class. Yet for teachers teaching an additional class, Prep is replaced instead despite the added instructional responsibilities.

Myra Lopez, ESL Teacher, Kennedy High School
Grievance Handout

<u>Contract Language:</u>	<u>What this allows:</u>	<u>What the District is Doing:</u>	<u>Arbitrary because:</u>	<u>Capricious because:</u>
Article 7, Section 10: All unassigned periods are to be used for the non-teaching duties described in Article 8 and for academic or student needs such as other assigned duties, team meetings, PPT meetings, record keeping, grades, parent conferences and assisting students. A building administrator may also, in lieu of any duty assigned, elect to assign a teacher to supervise an additional classroom period in the event of a temporary staffing shortage due to teacher absences and a lack of available substitutes.	All unassigned periods are <u>to be used for the range of non-teaching duties explicitly listed</u>, including assigned duties (hall patrol, study halls, bathroom duty, ISS, cafeteria duty, etc.) and unassigned duties (team meetings, PPT meetings, record keeping, grades, parent conferences and assisting students). In the event of a staffing shortage and no substitute, a teacher may be <u>temporarily</u> assigned to cover a class period instead of any assigned duty.	*Taking this as broad discretion to permanently assign the entire Unassigned Period to assigned duties *Treating the explicit list of required non-teaching duties as a menu it can pick and choose from, rather than a comprehensive set of duties that must be performed *Removing team meetings, PPT meetings, record keeping, grades, parent conferences and assisting students from the Unassigned Period	The Unassigned Period is designated for the completion of non-teaching duties, which are explicitly defined and listed under this designation. 1. All listed non-teaching duties are required responsibilities. 2. The entire Unassigned Period is being used only for "assigned duties," which omits the rest of the list. A large portion of the list of non-teaching duties is being omitted from the Unassigned Period. This omission violates the contract by disregarding the contract's placement of those duties within the Unassigned Period.	Without scheduled time within the Unassigned Period, many listed non-teaching duties have no time allocated to them in the schedule. The District created a situation where there is no predictable or consistent time in which required duties can be completed within the workday. The only way to complete these non-teaching duties is to take time away from scheduled class time, prep time, or assigned duties, which causes the schedule to become erratic and results in inconsistent completion of required tasks.

<u>Contract Language:</u>	<u>What this allows:</u>	<u>What the District is Doing:</u>	<u>Arbitrary because:</u>	<u>Capricious because:</u>
Article 7, Section 5: [...] During this preparation period, no duty may be assigned [...] Article 7, Section 9: In addition to being granted the aforementioned duty free lunch period and the preparation period, each High School and Middle School teacher is to be granted each school day an unassigned period (the granting of said unassigned period is subject to the provisions of Article 8, Sections 2(a) and (b) hereof) which shall be equal in time to a normal High School period, or in the event a mod schedule is utilized, it shall consist of two (2) mods. Article 7, Section 10: All unassigned periods are to be used for the non-teaching duties described in Article 8 and for academic or student needs such as other assigned duties, team meetings, PPT meetings, record keeping, grades, parent conferences and assisting students. Article 8, Section 130. e: All unassigned periods, in addition to the above-mentioned duties, are to be used for academic or student needs such as other assigned duties, team meetings, PPT meetings, record keeping, grades, parent conferences and assisting students.	Each teacher is guaranteed a daily, duty-free Preparation Period at least 30 minutes in duration. Each teacher is to be granted an Unassigned Period to be used for the range of non-teaching duties.	*Redefining the Prep Period as "teacher's only unassigned time" *Reallocating non-teaching duties that have been omitted from the Unassigned Period (team meetings, PPT meetings, record keeping, grades, parent conferences and assisting students) to be absorbed into Prep Time	The contract clearly defines Prep Periods and Unassigned Periods as separate and distinct periods. The Unassigned Period is to be used for non-teaching duties, which include assigned duties "in addition to" the rest of the list of non-teaching duties. An explicit list of non-teaching duties is delineated under the section describing the Unassigned Period and its use. No duty may be assigned during the Prep Period. If the District requires teachers to do these non-teaching duties during the Prep Period, it is assigning duties to the Prep Period, which violates the contract.	The District created a situation where there is no predictable or consistent time in which required duties can be completed within the workday. The District's inconsistent and unequal distribution of non-teaching duties gives assigned duties priority over other non-teaching duties. As a result, only assigned duties are scheduled, and no time is allocated for the remaining non-teaching duties. The District's directive to complete non-teaching duties during the Prep Period is inconsistent with the contract's structure, which designates the Unassigned Period for those duties and the Prep Period as free from duties.

Appendix: Visual Representations of the Schedule Over Time

Combined Scheduled School Hours for A and B Days:

My Original Schedule When I Was Hired

A Day	Class	Class	Class	lunch	Prep / Assigned Duty
B Day	Class	Class	Prep / Assigned Duty	lunch	Unassigned Period

Current Combined Scheduled School Hours for A and B Days

For Teachers with an Extra Class

A Day	Class	Class	Class	lunch	Class
B Day	Class	Class	Assigned Duty	lunch	Assigned Duty

Current Combined Scheduled School Hours for A and B Days

For Teachers With No Extra Class

A Day	Class	Class	Class	lunch	Prep / Assigned Duty
B Day	Class	Class	Prep / Assigned Duty	lunch	Assigned Duty

*Each block represents 90 minutes of time, except lunch, which is 30 min each day. When divided, the block is equal (45 mins. each assignment).

Mira Lopez: Witness Statement

Overview

The district-wide practice of violating prep time is not just a personal scheduling issue. It is a systemic problem affecting teachers across the district, harming job performance, and contributing to burnout.

This grievance concerns an ongoing practice of violating guaranteed prep protections, as well as removing scheduled time for the completion of non-teaching duties explicitly defined under Articles 7 and 8 of the WTA contract.

Reed Elementary School / 8th Grade Assignment

As a new 8th-grade teacher at Reed Elementary School, I routinely lost contractually guaranteed prep periods to class coverage and additional duties due to staffing shortages in specials classes or teacher absence, and was even reprimanded for not teaching during what should have been protected preparation time under Article 7, Section 1.

North End Middle School Assignment

At North End Middle School, I taught all five classes and was then assigned testing duties during the remaining two periods, leaving me with no prep time at all. I was also expected to perform lunch duty during my twenty-minute lunch period, the only free time I had in the day. I refused because I needed time to eat. At the time, I did not fully understand my contractual rights. Article 7 Section 8 guarantees middle school teachers a daily prep period during which no duty may be assigned.

Kennedy High School Assignment

At Kennedy High School, I agreed to teach an additional class to address overcrowding. Once the class was assigned, my contractual prep period was replaced with hall patrol. I was not told that I would lose my prep period before agreeing to take the extra class. It was therefore not an informed decision. Once I learned that my prep would be removed, I declined to teach the extra class. The district's solution was to assign a study hall in place of hall patrol. Despite my repeated objections that supervisory duties and study halls are not equivalent to meaningful preparation time, the district continued treating non-teaching supervisory duties as substitutes for prep. I was left without reliable time for lesson planning, grading, record keeping, and other required responsibilities because whether or not work can be completed during a study hall depends entirely on student supervision demands. I only agreed to keep the class for the sake of the students, but my position on this issue has never changed.

Lack of Mutual Acceptance

The forfeiting of prep time was not a mutually accepted practice. Teachers consistently complained and some attempted to challenge the loss of prep time. Teachers who accepted the

Myra Lopez: Witness Statement

Loss were misled about their contractual rights, while others who attempted to grieve the issue were repeatedly told that the district could do this or that there was no meaningful recourse.

I personally attempted to grieve this issue over the last three years. At one point, I was told there was an agreement outside the contract that supposedly authorized the district to eliminate prep time in exchange for compensation for extra classes. I was told that assignment of the extra class was contingent upon the teacher agreeing to forfeit the prep period. I requested a copy because I intended to challenge it, but I was never allowed to see it. Recently, I was told that there is no such agreement.

The district's repeated violations do not become valid simply because they have occurred over time. Continued violations despite repeated objections do not constitute mutual acceptance or waiver of the protections contained in Articles 7 and 8.

Educational Impact

My objection has never been about avoiding work. I accepted additional teaching responsibilities because students needed instruction. However, the district's practice of removing prep time and scheduling the entire unassigned period to supervisory duties negatively impacts instructional quality, grading, planning, record keeping, and collaboration with students, teachers, and parents. It is an unsustainable structure.

Prep time to research strategies, extensively plan lessons, build activities, create materials for lessons, and create tests is necessary to prepare for teaching 5 to 6 classes. Unassigned time is necessary to grade and assess student work, maintain records, communicate with families, work with struggling students, and collaborate with colleagues. These responsibilities are directly connected to teaching. They do not disappear simply because the schedule no longer provides time to complete them.

When prep time is removed or when assigned duties permanently monopolize the unassigned period, teachers are forced to absorb the burden of completing this work elsewhere while still meeting the same instructional expectations. The result is chronic overload, exhaustion, reduced instructional support time for students, and increasing burnout among teachers.

The contract protections in Articles 7 and 8 exist for a reason. They protect not only teachers, but also the instructional quality and academic support students receive.

Ongoing Nature of the Issue

This issue remains ongoing. The current schedule structure increasingly uses teachers to fill supervisory roles instead of instructional ones. Teachers are not just covering occasional absences of other teachers. In the high schools, almost a quarter of the schedule is permanently devoted to hall patrol, bathroom duty, cafeteria duty, study halls, and other supervisory assignments. The principal said this is because there are not enough non-instructional support staff.

Myra Lopez: Witness Statement

I understand that the school faces staffing and supervision challenges. However, the district chose to address support staff shortages by permanently reallocating teachers' protected preparation and instructional-support time toward supervisory coverage in a manner that conflicts with Articles 7 and 8 of the WTA contract.

Article 8, Section 2 states that "a teacher's primary responsibility is to teach and that his/her energy should be fully utilized to this end." The current schedule structure does not reflect these priorities.

Article 7, Section 10 and Article 8, Section 130(e) both state that unassigned periods are to be used for non-teaching duties supporting academic and student needs, including grades, record keeping, parent conferences, meetings, and assisting students. The repetition of this language in multiple sections of the contract demonstrates that these duties were intentionally identified, categorized, and intended to remain part of the school-day schedule.

The contract also states that non-teaching duties are to be distributed as equally as practicable. Yet, as supervisory duties continue to expand, prep time and other instructional support time directly connected to effective instruction are reduced or eliminated. The result is a schedule that prioritizes supervision and operational coverage, while removing time for preparation, grading, record keeping, and collaboration.

The contract authorizes one assignment to replace another in a specific circumstance: during a temporary staffing shortage, a teacher may be assigned to supervise an additional classroom period "in lieu of any duty." The contract does not authorize preparation periods or the remaining non-teaching duties to be eliminated or displaced.

The duty roster itself shows that large numbers of teachers are assigned to supervisory coverage throughout the building. This demonstrates that the current structure is a permanent scheduling choice, not a temporary operational necessity. It's not that "a teacher is absent today with no substitute, so another teacher has to cover a class;" it's "all teachers are assigned supervisory duties every day for every moment they are not teaching or having lunch."

The contract recognizes that teachers need time to prepare lessons, grade, keep records, and collaborate with students, parents, and staff. Please, put priority back on teaching by allocating the necessary time in the schedule to do our jobs.

Kevin Egan
Union President
Waterbury Teachers Association

Friday, May 22, 2026

Re: Preparation and Unassigned Periods

Dear Mr. Egan,

I am writing in support of my colleague, Myra Lopez, and her concerns regarding the preservation of both preparation periods and unassigned professional periods under our contract. Unfortunately, I will not be able to attend the upcoming Board meeting, but I wanted to share my own experience because I believe it reflects the practical realities many teachers face under the current scheduling structure.

The contract recognizes that teachers require both a preparation period and a separate unassigned professional period in order to perform essential responsibilities such as lesson preparation, grading, record keeping, parent communication, student support, team meetings, and PPT meetings. In practice, however, my schedule rarely allowed sufficient time during the regular workday to complete those responsibilities.

Under our block schedule, even when I did not volunteer to teach an additional class, I was typically assigned five teaching periods over the two-day rotation, along with two duty assignments and a 90-minute preparation period in the two-day rotation. In later years, it was changed to 45 minutes each day. Although the preparation period technically existed within the schedule, that time was largely consumed by the immediate operational demands of teaching itself, including preparing lessons, organizing instructional materials, setting up the classroom, writing objectives and assignments, responding to student needs, and preparing for upcoming classes.

At the same time, the contract also provided for a separate unassigned professional period intended for grading, assessment review, record keeping, conferences, meetings, and other professional responsibilities. In reality, however, that unassigned period was routinely consumed by duty assignments such as cafeteria duty, hall duty, or study hall coverage. As a result, the time that was supposed to remain available for grading and professional responsibilities effectively disappeared from the workday.

There were also years in which the workload demands increased even further. During two school years, I taught an additional academic class, resulting in six academic classes together with two duty assignments for the two-day rotation schedule. During two additional years, I was assigned seven block-period classes within the rotation along with one duty assignment, leaving even less meaningful professional work time during the school day. Under those schedules, it became even more difficult to complete required responsibilities within contractual hours.

At the same time, declining additional class assignments often created other educational concerns. When teachers did not accept extra classes, class sizes frequently increased significantly while the district searched for qualified staff. In some cases, students were taught by substitutes or individuals who lacked sufficient subject-area preparation. This created additional strain on both teachers and students, particularly in sequential or continuation courses where students often entered the following year lacking the expected academic foundation or skill development necessary for success.

My grading responsibilities alone were extensive. Student grades consisted of multiple categories, including assessments, quizzes, tests, journals, projects, classwork, notebooks, homework, and disposition to learning, all with regular grade-entry expectations. Evaluating student work and providing meaningful feedback required substantial uninterrupted professional time.

Because the available in-school work periods were consumed by preparation demands and assigned duties, grading, lesson planning, record keeping, parent communication, and other professional responsibilities routinely extended beyond the contractual school day. I frequently stayed after school to complete grading and administrative work, and even then I often had to take additional work home during evenings and weekends in order to keep up with required responsibilities. I also frequently used portions of my lunch period simply to prepare materials, organize lessons, or address immediate classroom needs, leaving little actual uninterrupted lunch time.

My concern is not simply that teaching involves hard work. Rather, it is that the contractual structure itself appears to recognize the necessity of protected preparation time and genuinely unassigned professional time, yet in practice those periods are and were routinely consumed in ways that left insufficient time to perform the very responsibilities the contract identified as essential parts of the job.

I share this not as a complaint about the profession itself, but as a sincere concern about maintaining the contractual protections that allow teachers to effectively carry out their professional responsibilities and appropriately support students. I hope my experience can help provide context for the importance of preserving both meaningful preparation time and genuinely unassigned professional time within the school day.

Thank you for your time, your advocacy, and your consideration of these concerns.

Sincerely,

Mildred Martínez

Bilingual/ESL Teacher

Kennedy High School

422 Highland Ave.

Waterbury CT 06708

(203)574-8150

2025-2026 Duty Roster

2025-2026 Duty Roster