

AGREEMENT

between the

BRISTOL BOARD OF EDUCATION

and the

BRISTOL FEDERATION OF TEACHERS

LOCAL 1464

AFT-CT, A.F.L.-C.I.O.

July 1, 2015 – June 30, 2018

Stipulated to in Arbitration, December 6, 2014

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ARTICLE 1
DEFINITIONS

- 1:1 BOARD: Board of Education of the School District of Bristol, Connecticut.
- 1:2 FEDERATION: Bristol Federation of Teachers, Local 1464, AFT-Connecticut, AFL-CIO.
- 1:3 ADMINISTRATION: All central office administrators and all employees in positions requiring administrative or supervisory certification.
- 1:4 TEACHER: A person employed by the Board as defined in Article 3, item 3:1.
- 1:5 Federation REPRESENTATIVE: The Federation Building Steward or his designated representative, or the person designated by the Federation president in cases where no Federation Building Steward exists.
- 1:6 Whenever the masculine gender is used, it includes the feminine gender, and vice versa.

ARTICLE 2
PURPOSE AND SCOPE

- 2:1 This Agreement is negotiated under Section 10-153d of the General Statutes of the State of Connecticut, as amended.
- 2:2 This contract shall not be changed except by the mutual consent of both parties. Such mutually consented change shall be in writing. Previously adopted policies, rules, and regulations or administrative directives in conflict with this contract are superseded by this contract.
- 2:3 The Board and the Federation recognize the importance of responsible active participation by the entire professional staff in the educational process, planning, development and growth.
- 2:4 Except as is otherwise specifically provided in this Agreement, as the same may be amended from time to time, it is recognized that the Board has and will continue to retain, whether exercised or not, the right, responsibility and prerogative to direct the operation of the public schools in the Town of Bristol including but not limited to the maintenance of public elementary and secondary schools and such other education

activities as in its judgment will best serve the interests of the Town of Bristol. No action taken by the Board with respect to such rights, responsibilities and prerogatives, other than as there are specific provisions herein elsewhere contained, shall be subject to the grievance and arbitration provisions of this Agreement.

ARTICLE 3 **RECOGNITION**

3:1 The Board recognizes the Federation for the purpose of professional negotiation, as the exclusive representative of the entire unit consisting of all certificated professional employees of the Board below the rank of Superintendent, other than temporary substitutes and persons engaged in positions requiring administrative and supervisory certificates, pursuant to and with all the rights and privileges as provided by the Connecticut State Statutes.

3:2 Dues Deductions

3:2.1 The Board agrees to deduct from the salaries of its employees dues for the Bristol Federation of Teachers, as authorized by individual employees, and to transmit the monies promptly to the Treasurer of the Federation. Teacher authorizations shall be in writing on a form for this purpose.

3:2.2 Deductions referred to in sub-section 3:2.1 shall be made in equal amounts for twenty-one (21) paychecks. Dues authorization will be accepted at any time during the year with the understanding that such deductions will go into effect according to the payroll periods.

3:2.3 The Federation will submit to the Business Office dues authorizations for its members.

3:2.4 All teachers employed as of July 1, 1983 and all teachers hired thereafter shall as a condition of employment, join the Federation or pay to the Federation a representation fee equal to the proportion of Federation dues uniformly required of Federation members to underwrite the costs of collective bargaining, contract administration and grievance adjustment. The Federation shall notify the Board in writing on or before September 1 in each school year of the amount of dues.

- a. The Board shall make payroll deductions in accordance with this Article.
- b. Any teacher desiring to discontinue Federation membership must notify in writing both the Board and Federation. Upon receipt of

such notice the Board shall discontinue dues deductions and initiate agency fee deductions, and shall promptly notify the Federation in writing.

- c. The Federation shall hold the Board harmless against any and all claims, demands, liabilities, lawsuits, attorneys' fees or other costs which may arise out of, or by reason of, actions taken against the Board as a result of the enforcement or administration of this Article.

3:3 Federation Leave

3:3.1 When it is necessary pursuant to a scheduled meeting involving the grievance procedure in this Agreement for a Federation representative to investigate or participate in a grievance meeting or hearing during a normal student-in-class day, the school Principal shall arrange for the release of the Federation representative and other appropriate participants without loss of pay. Whenever possible, at least twenty-four (24) hours' notice shall be given.

3:3.2 No more than twice monthly, Executive Council members will be excused at the end of the normal student-in-class day to handle necessary Federation business. A list of Federation officials will be filed with the Superintendent of Schools.

3:3.3 Federation building stewards will be excused for monthly meetings at the end of the normal student-in-class day. A list of building stewards and scheduled meeting dates will be filed with the Superintendent of Schools on or before October 1, with a copy to each building principal. The Federation President shall be relieved of all non-teaching duties.

3:3.4 The Federation agrees that these rights shall not be abused.

3:3.5 The Federation may appoint one member of the bargaining unit to attend the annual State Labor Council Convention. Such member shall be granted up to two days' leave with pay for such purpose. The Federation shall reimburse the Board for the expense of the substitute.

3:4 Federation Time

3:4.1 Upon request, the Federation shall be granted up to ten (10) non-cumulative days per school year to be used at its discretion for the purpose of carrying out general Federation business. This provision shall be considered to be over and above provisions found elsewhere in this agreement.

3.5 Use of School Facilities

3:5.1 The Federation shall have the right to use school buildings without cost at reasonable times for meetings, provided, however, that the Federation will be required to pay for any additional custodial costs involved by reason of said meetings. The Principal of the building in question will be notified in advance of the time and place for all such meetings.

3:5.2 There shall be one (1) bulletin board in each school building, which will be placed in the faculty lounge, for the purpose of displaying notices, circulars, and other Federation material. Copies or knowledge of all such material will be given to the building Principal, but his advance approval will not be required. The Federation agrees that it will not post any material which is derogatory to the administration, the Board or any member thereof, or the School System. There shall be no unauthorized materials posted on bulletin boards designated for Federation use.

3:5.3 The Federation may freely use the teacher mailboxes within the schools for materials dealing with proper and legitimate business of the Federation provided such material is distributed before or after the normal student-in-class day. Copies of all materials will be given to the building Principal and the Superintendent of Schools prior to dissemination but their advance approval will not be required. In cases where a building steward is disseminating materials in one building which he has authored regarding Federation business, such materials need be presented only to the Principal of that building. Though a Steward's lunch period may be utilized for disseminating materials to teachers, at no time are preparation or planning periods to be utilized for these purposes.

3:5.4 Office personnel or school board materials (i.e. paper, duplicating masters, etc.) are not to be utilized for Federation business.

3:5.5 The Board has and will retain the right to rescind this license if the intent is being abused.

3:6 Copies of Contract Agreement

3:6.1 The Board shall furnish two signed copies of this Agreement to the Federation for printing for each employee in the bargaining unit.

3:6.2 The Board shall make the contract accessible to teachers electronically.

3:7 The Board shall make available to the Federation all data relevant to the bargaining process or the enforcement of the collective bargaining agreement, including statistical information for salary and fringe benefit items. The Federation shall give reasonable advance notice of the request, and the Board shall not be responsible for analyzing or interpreting new data or gathering additional information.

3:8 The Board shall provide to the Federation a copy of the Board policy Manual and all amendments thereto.

3:9 Agendas and minutes of all regular and subcommittee meetings of the Board shall be provided without cost to the Federation.

3:10 Whenever members of the bargaining unit are mutually scheduled by the parties to participate during working hours in conferences or meetings or in negotiations respecting the collective bargaining agreement, they shall suffer no loss of pay, accumulated sick leave, or personal leave.

3:11 When visiting schools and/or work sites, a Federation representative who is not a bargaining unit member shall identify himself to the administrator or designee, and shall announce the purpose of the visit. The Federation representative and the administrator shall cooperate in avoiding any interruption of classes and minimizing any other disruption of the educational process.

3:12 Upon request from the Federation to the Superintendent or the Deputy Superintendent, such person will discuss with the appropriate representatives of the Federation the advisability of transmitting an administrative directive concerning any provision of the Agreement.

3:13 All committees generally involving teachers deemed necessary by the Board shall be appropriately announced and filled without discrimination as stated in Article 4:1.

ARTICLE 4 **FAIR PRACTICES**

4:1 The Board agrees to continue its policy of not discriminating against any employee on the basis of age, race, creed, color, national origin, residency, sex, marital status or other classifications protected by law, or membership in any employees' organization.

4:2 The Federation agrees, in accordance with its constitution, to continue to admit persons to membership without discrimination on the basis of age, race, creed, color, national origin, residence, sex, marital status, or other classifications protected by law, and to represent equally all employees without regard to membership in any employees' organization.

4:3 No teacher shall be subject to disciplinary action except for just cause. The term "disciplinary action" shall mean a written reprimand, suspension without pay, or withholding of a scheduled salary increment. Nothing herein shall be construed to apply to termination of employment which is subject to administrative and/or judicial review in the

manner set forth in the subsections of 10-151 of the Conn. General Statutes and in no other manner.

4:4 Due Process for Athletic Coaches

It is understood that all coaches shall be evaluated annually. It is further understood that the evaluation-supervisory process shall be on going and shall have as its goal successful achievements by coaching personnel.

4:4.1 Evaluation

All coaching personnel shall be evaluated annually by the Supervisor of Athletics and the respective building principal. The Building Athletic Coordinator may be required to evaluate coaches who are not also employed as certified teachers in the Bristol Public Schools, in collaboration with the Supervisor of Athletics and/or the building principal. Such evaluation will be on going during the respective season(s) and the formal evaluation document will be completed and discussed with the coach at the end of the season conference.

4:4.2 Reappointment

All coaches whose performance has been evaluated as satisfactory by the Supervisor of Athletics and Building Principal shall annually be recommended by the Superintendent for reappointment by the Board of Education.

4:4.3 Probation

A coach whose performance has been deemed to be in need of improvement during the season based upon the evaluation and supervisory process shall also be reappointed but on a probationary status for the next coaching season (same sport). It is the purpose of the probationary period to allow the coach to improve skills that were deemed to have been deficient during the previous season. If the coach's performance does not improve during the probationary period, a recommendation for termination may be made by the Supervisor of Athletics and Building Principal. Nothing herein will prevent the Superintendent of Schools from recommending to the Board of Education that a coach already on probation remain in that status for a subsequent year.

4:4.4 Termination

Coaches whose performance has been deemed unsatisfactory during the season based upon the evaluation and supervisory process or those who during a probationary period have not demonstrated significant improvement may be recommended for termination by the Superintendent of Schools.

4:4.5 Due Process: Procedures regarding Termination of Coaching Personnel

- A. Following the receipt of a recommendation for termination the Superintendent of Schools shall schedule a conference with the affected coach and the Supervisor of Athletics and Building Principal to review the reasons for such recommendation. The coach shall be entitled to representation by the Federation.
- B. If, after the conference, the Superintendent deems termination is appropriate, he will inform the coach in writing stating the reasons and will recommend termination to the Board of Education.
- C. Upon receipt of the notification of intent to terminate, the coach shall have ten (10) calendar days to request a hearing before the Board of Education. Such hearing will be public or private based upon the coach's request or the Board's designation. The hearing date shall be scheduled within a reasonable period of time but not more than thirty (30) days after the receipt of the request.
- D. The burden of proof shall be on the administration.
- E. The decision of the Board of Education shall be made after hearing all testimony and such decision shall be final.
- F. The provisions of this section shall be afforded only to coaches who have successfully completed a minimum of one (1) season within that sport. An athletic coach who has served in the same coaching position for three (3) or more consecutive school years shall follow the procedures set forth in Board of Education policy 4115.3.

4:5 Whenever Schedule A-2 coaching positions are reduced, the Board shall first retain in the remaining positions only those coaches who are members of the bargaining unit if such members are deemed by the Supervisor of Athletics and Physical Education and the Head Coach to be the best qualified person(s) for the remaining positions. This provision shall not apply if bargaining unit coaches are removed for cause as prescribed for in Paragraph 4:4 above.

ARTICLE 5 **NEGOTIATIONS**

5:1.1 The Board and the Federation agree to negotiate in good faith pursuant to Connecticut State Statutes to secure a Successor Agreement relative to salaries and other conditions of employment.

5:1.2 In the event the Board believes it desirable to make changes in conditions of employment not set forth in this Agreement, the Board prior to making any such changes shall notify and meet with the Federation to discuss the proposed changes, the reasons for the changes and any alternatives thereto.

5:2 This Agreement contains the full and complete Agreement between the Board and the Federation, and except as otherwise specified herein, neither party shall be required during the term hereof to negotiate upon any issue, whether it is covered or not covered in this Agreement. However, the parties may mutually agree to such negotiations.

5:3 This Agreement shall not be altered, amended or changed except in writing, signed by both the Board and the Federation, which amendment shall be appended hereto and become a part hereof.

ARTICLE 6

GRIEVANCE PROCEDURE

6:1 Definitions

6:1.1 A "grievance" shall mean a complaint by any employee or groups of employees that there has been to him or them a misapplication, misinterpretation or violation of this Agreement. Decisions of the Board or Administration which do not fall within the above definition shall also be subject to the grievance procedure, except that Level Four shall not apply. The term "grievance" shall not apply to:

- a. Any matter for which a specific method of review is prescribed and expressly set forth by law or any rule or regulation of the State Commissioner of Education; or
- b. A complaint of a non-tenure teacher which arises by reason of his not being re-employed; or
- c. A complaint by any certificated personnel occasioned by lack of appointment to, or lack of retention in, any position for which certification either is not possible or not required.

6:1.2 A "grievant" shall mean either (a) an individual employee, (b) a group of employees having the same grievance, or (c) the Federation.

6:1.3 The term "days" when used in this Article shall, except where otherwise indicated, mean working school days. Storm days or other unscheduled closings not appearing on the school calendar shall not be considered as working school days. From

the close of one school year to the start of the next school year, the term "days" shall mean calendar days.

6:2 The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may from time to time arise. Both parties agree that these proceedings shall be kept as informal and confidential as may be appropriate at any level of the procedure.

6:3 Since it is important that grievances or disputes be processed as rapidly as possible, the number of days indicated 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. In the event a grievance is filed on or after June 1, the time limits set forth herein may, by mutual agreement, be reduced so far as practicable so that the grievance procedure may be exhausted prior to the end of the school term or as soon thereafter as it is possible.

6:3.1 Level One--Principal or Immediate Supervisor

6:3.1a A member of the unit with a grievance or dispute shall first discuss it with his immediate supervisor or principal, either directly or with the Federation's representative, with the objective of resolving the matter informally. The teacher shall clearly state that this discussion represents the initiation of a grievance. In the event that he is not satisfied, he shall submit the grievance in writing, to such supervisor or principal. The written statement of the grievance shall contain a statement of the facts, the remedy requested and a reference to that provision of this Agreement, if any, which the aggrieved person claims has been violated.

6:3.1b If a member of the unit has not filed a written grievance with the Federation Representative and his immediate supervisor or principal within fifteen (15) days after the member of the unit knew or should have known of the act or condition of which the grievance is based, then the grievance shall be waived.

6:3.2 Level Two--Superintendent of Schools

6:3.2a In the event that such aggrieved member of the unit is not satisfied with the disposition of his grievance at Level One, or in the event that no decision has been rendered within five (5) school days after presentation of the grievance in writing, he may appeal his grievance to the Superintendent of Schools, within five (5) school days after the decision at Level One, or ten (10) school days after the grievance was presented in writing to his immediate supervisor or principal, whichever is sooner.

6:3.2b The Superintendent or his designee shall represent the administration at this Level of the grievance procedure. Within ten (10) school days after receipt of the written

grievance by the Superintendent, the Superintendent shall meet with the aggrieved person in an effort to resolve it.

6:3.3 Level Three--Board of Education

In the event that the aggrieved member of the unit is not satisfied with the disposition of his grievance at Level Two, or in the event no decision has been rendered within five (5) school days after he has first met with the Superintendent or his designee, he may file an appeal with the Federation and the Board of Education within five (5) school days after a decision by the Superintendent or ten (10) school days after he has first met with the Superintendent, whichever is sooner. Within ten (10) school days after receiving the written appeal, the Board or its designated representatives shall meet with the aggrieved member of the unit for the purpose of resolving the grievance.

6:3.4 Level Four--Binding Arbitration

6:3.4a If the aggrieved teacher is not satisfied with the disposition of his grievance at Level Three, he may, within five (5) school days after the decision, or within ten (10) school days after the meeting at Level Three, whichever is sooner, request in writing to the President of the Federation or his designee that his grievance be submitted to binding arbitration.

6:3.4b The Federation may, within five (5) school days after receipt of such request, submit the grievance to binding arbitration by so notifying the Board and the American Arbitration Association in writing.

6:3.4c Arbitration shall be conducted by the American Arbitration Association in accordance with its rules and procedures, unless otherwise agreed to by the Board and the Federation.

6:3.4d The Federation and the Board shall share equally the costs of the services of the arbitrator.

6:3.4e The arbitrator shall hear and decide only one grievance in each case. He shall be bound by and must comply with all the terms of this Agreement. He shall have no power to add to, delete from, or modify in any way any of the provisions of this Agreement.

6:3.4f The grievance procedures shall be the exclusive remedy for alleged violations of this Agreement.

6:4 Miscellaneous

6:4.1 If the grievance involves teachers from more than one school or building, the Federation may submit such grievance in writing to the Superintendent directly and the processing of such grievance shall be commenced at Level Two. The grievance procedure may be terminated at any level at the request of the aggrieved. Termination of the grievance must be made in writing to the President of the Federation or his designee with a copy to the Board.

6:4.2 Level One of the grievance procedure may be waived when the principal and the Federation agree that the circumstances causing the filing of a grievance do not directly concern or involve decisions by a principal.

6:4.3 Decisions rendered at all Levels of the grievance procedure shall be in writing setting forth the decision and shall be transmitted promptly to the President of the Federation or his designee.

6:4.4 All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

6:4.5 The fact that a grievance is raised by a member of the unit, regardless of the ultimate disposition, shall not be recorded in the employee's file nor in any file nor record utilized in the promotion process; nor shall such fact be used in any recommendations for job placement; nor shall such an employee (and employees who participate in any way in the grievance procedure) be subjected to reprisal for having processed a grievance.

6:5 Individual Representation

6:5.1 Any teacher will be entitled to be represented by the Federation at all levels of the grievance procedure.

6:5.2 Nothing in this clause shall violate the provisions of Article 3:1.

6:5.3 When the Federation is not representing a teacher, the Federation shall be notified by the Administration of the receipt of the written grievance, and shall be notified by the Administration of hearing dates and times, and shall have the right to be present and to state its views at all formal stages of the procedure.

6:5.4 Any party may be represented at Levels Two and Three of the grievance procedure by a person of his own choosing but such person may not act as a representative or officer of a teacher organization other than the Federation.

6:5.5 Level Four of the grievance procedure may be initiated only by the Federation as provided in item 6:3.4 of this Article.

ARTICLE 7

PERSONNEL FILES

7:1 Only those personnel who have an official right and reason for doing so may inspect an employee's file. When an employee's file is inspected by such a person, he shall indicate that he has examined the same by a writing given to the supervisor of personnel files who shall be responsible for retaining such writing. The Director of Human Resources need not note each time he consults a teacher's file. It is understood that some portions of the teacher's file are desirably kept in different places but all parts of the file, their location and their existence, are to be available to the teacher.

7:2 Upon request of a teacher he shall be given access to his file. At least twenty-four (24) hours' notice will be appreciated by letter, telephone call, or signing a form.

7:3 A teacher shall have the right to answer any material filed, and such answer shall be attached to the material and incorporated into the file.

7:4 Upon request, a teacher shall be furnished a production of any material in his file concerning evaluation of his performance in the Bristol School district as set forth in State law. Cost of reproduction will be borne by the teacher.

7:5 Any written reprimand which is to be placed in a teacher's personnel file shall contain a statement to that effect. Teachers shall have the right to request the removal of negative or unfavorable reports in the file after one year, provided that the decision to remove said material shall be exclusively the Superintendent's.

7:6 No anonymous material shall be placed in a teacher's personnel file.

7:7 Administrators shall be encouraged to place in a teacher's file information of a positive nature indicating special competencies, achievements, performances or contributions of an academic, professional or civic nature.

ARTICLE 8

EDUCATIONAL CONFERENCE LEAVE

8:1.1 Each teacher shall be allowed a maximum of two (2) days leave per year for educational conferences and/or professional visitations. Written application must be

forwarded to the Superintendent two (2) weeks prior to the conference or visitation, if possible, and the application must be duly approved by the Superintendent.

8:1.2 No more than ten (10) teachers shall be approved for conferences on a given day. The limitation of ten (10) shall not include the following:

- a. teachers requested by the administration to attend a conference
- b. teachers for whom no substitute is required.

8:1.3 Nothing herein precludes the Superintendent from waiving the above restriction.

8:1.4 Priority will be given to conferences for which pre-registration and/or payment is required. Central Office shall make every effort to respond to conference requests within two (2) working days of receipt of request.

8:1.5 A written report containing a summary of the conference, a brief description of the teacher's participation in it, and related materials pertinent to the Bristol school system may be required. The administration shall provide a form for this purpose when the leave is approved.

8:1.6 In the event a substitute is not available for a teacher to attend a previously approved conference and the teacher is required to work, he/she shall be reimbursed for any out-of-pocket conference costs, which shall not be charged against the annual allowance.

8:2 Expenses may be allowed provided that:

- a. Attendance has been approved by the Superintendent.
- b. Expense form is cleared and approved prior to the conference or visitation.
- c. The granting of leave under 8:1 above shall not necessarily require the Superintendent to approve expenses in connection with such leave.
- d. Expenses of up to two hundred dollars (\$200) per year shall be allowed.
- e. Any stipend in excess of documented expenses received from a conference sponsor for attendance at such conference during a regular school day for which the teacher receives compensation from

the Board must be deposited to the Board of Education account, provided the teacher need not deposit any amount in excess of his per diem salary.

8:3 Whenever a teacher is required or requested by the administration to attend an educational conference, all expenses shall be fully funded by the Board, and the limitations set forth above on the number of days of leave shall not apply.

8:4 Nothing in this Article shall preclude the Superintendent from granting educational conference leave and allowing expenses beyond the provisions of this Article, provided that the Superintendent's decision under this section shall not be subject to the grievance procedure.

ARTICLE 9

SABBATICAL LEAVE

9:1 A professional employee may at the discretion of the Board be granted a sabbatical leave of absence for one-half school year or one full year to increase his preparation in a specific teaching area. Such leave must be deemed to be in the interest of the public schools of Bristol, and is subject to available funds.

9:2 An applicant for sabbatical leave must have a minimum of seven years in Bristol, hold a professional educator certificate and continuing contract.

9:3 A sabbatical leave may be requested only for the following purposes:

- a. Study in approved institution.
- b. A problem or project pursued individually with the sanction of an approved graduate school.

9:4 The number of certified employees on sabbatical leave at any one time shall not exceed 1 percent of the total number of certified employees.

9:5 In establishing priorities for consideration of applicants for sabbatical leave, the following procedure will be used:

- a. Committee--Three (3) representatives of the Federation, one (1) representative elementary or secondary principal, Superintendent and/or Assistant Superintendent.

9:6 The Committee will make selections on the basis of the following:

- a. The priority of applications;
- b. Reasonable distributions of applicants by levels;
- c. Relative merits of reasons for desiring leave; and
- d. Seniority.

9:7 The teacher granted such leave shall be paid at the rate of one-half his regular salary for the step of the salary schedule he will have attained during the year of his leave. Payment will be made on the regular 26-payment plan if the leave of absence is for the full year; otherwise the salary payments shall be adjusted to reflect one-half pay for the period of leave, and full pay for the remainder of the year. If other grant is made to such teacher for such sabbatical leave, the amount paid by the Board plus the amount awarded shall not exceed the amount which would be paid as full-time salary for the period of the leave.

9:8 Employees accepting sabbatical leave must return to the service of the Bristol Public Schools one full year for each one-half year of granted leave immediately following the expiration of such leave. If an employee fails to return to the service of Bristol, he will be required to pay back, in full, all monies paid him during his absence within two years, with an interest penalty rate of one (1) percent per month on the unpaid balance. Similarly, if he returns to the service of Bristol, but fails to remain in such service for the periods specified herein above, he shall be required to pay back such monies on a pro rata basis, the percentage of repayment to equal the percentage of service commitment which is not fulfilled, with the same payment and interest provisions set forth above.

9:9 Employees on sabbatical leave shall retain employment status while on leave relating to membership in the retirement system. Upon return the teacher shall be restored to his former position or a comparable position. Special responsibilities or duty assignments may not be included in considering returning status and pay.

9:10 Upon returning to teaching service in the system after a sabbatical leave, the salary shall be that of the step on the schedule the teacher would receive had he or she not been absent from service to the system.

9:11 Life insurance and medical insurance shall be continued at Board expense, carrier permitting.

ARTICLE 10
PERSONAL DAYS LEAVE

10:1 Each teacher shall be allowed a maximum of five (5) days leave per year for personal reasons.

10:2 Personal leave shall be granted for the following purposes:

- a. Attendance in court, or legal demands, beyond the teacher's control.
- b. Two days per year for matters which cannot be conducted with reasonable convenience at any other time, subject to the approval of the Superintendent or his designee.
- c. A teacher's own wedding.
- d. Marriage of children, parents, siblings, and siblings of spouse if wedding occurs on a work day.
- e. Death in the immediate family or attendance at the funeral of members of the immediate family or close friends.
- f. Attendance at the eighth grade, high school or college graduation of self, son, daughter or spouse when such falls on a work day.
- g. Religious holidays, limited to personal participation.
- h. Arrangements for medical and nursing care in the event of emergency illness in the immediate family. This provision may also be used in the event of birth of child by spouse.
- i. Moving one's domicile.

10:3 Application for leave in the provisions above will be made in writing, on a form provided by the principal who in turn will file a report at the Board of Education Office stating the circumstances of the absence.

10:4 Leaves taken pursuant to the above provisions shall be in addition to sick leave.

10:5 Nothing in this Article precludes the Superintendent from granting personal leave with or without loss of pay for circumstances not specifically covered, provided that the granting or denial of such additional personal leave shall not be subject to the grievance procedure.

10:6 When the Federation and Central Office agrees that a teacher does not have a reasonable assurance of a secured position for the succeeding school year or when a teacher has been formally notified in writing that the Board does not have a secured vacant position for that teacher for the succeeding school year, or when a teacher has been notified that termination of his contract is under consideration because of elimination of position, such teacher shall be allowed up to three days with pay to attend job interviews at no loss of personal leave. Documentation of that interview should be provided by that teacher but not necessarily prior to the interview. Nothing herein shall be construed to impair any contractual right of a teacher prior to a formal vote of the Board to terminate the teacher's contract.

10:7 For leaves of absence other than those covered by any portion of this Agreement, the rate of deduction shall be one/one hundred eighty-fifth (1/185th) of the year's basic salary.

ARTICLE 11 **SICK LEAVE**

11:1 Teachers shall be entitled to sick leave with full pay up to fifteen (15) working days in each school year. Unused sick leave shall accumulate from year to year, up to but not in excess of the number of days in a teacher's work year.

11:2 Nothing herein shall preclude the Board from granting in its discretion requests for additional paid sick leave to any teacher, regardless of length of service, in cases of personal emergency. In considering request for such additional leave, the Board shall give special attention to teachers who at some time in their career in Bristol have foregone sick leave accumulation by virtue of being at the maximum level of accumulation for one or more years.

ARTICLE 12 **CHILD-BEARING LEAVES**

12:1 A teacher who becomes sick or disabled due to pregnancy or childbirth shall, upon her request, be placed on sick leave for childbearing purposes. Any teacher who becomes pregnant shall so notify the Superintendent, or his designee, at least sixty (60) calendar days prior to the expected date of commencement of said sick leave. When there is reason to believe that she may have become unable to perform her duties she shall provide a doctor's certificate indicating her continued fitness for work. Leave shall begin when, in the opinion of her doctor, she is no longer physically able to work and said leave shall expire when, in the opinion of her doctor, she is physically able to return to work. Except in the case of medical difficulties, sick leave is not normally expected to continue

for more than six (6) weeks after delivery. Upon her return the teacher shall be assigned to her former position, if available, otherwise to an equivalent position.

12:2 Leave under item 12:1 shall be with pay, to the extent available through sick leave accumulation, and with all other benefits customarily provided during sick or disability leave.

12:3 Any teacher who becomes pregnant shall adhere to the notification and reporting procedures as stipulated in item 12:1 for as long as she remains teaching, whether or not she intends to return to teaching after her child is born.

12:4 If a teacher does not choose the option under Section 12:1, said teacher upon written request shall be granted a leave of absence without pay for the purpose of care or rearing of a natural or adopted child. Such leave shall begin either at the start of the school year, or at the start of the marking period in which the birth is expected to occur, and shall continue for the balance of the school year. In the case of a birth occurring on or after April 1, the teacher may extend such leave for one (1) additional school year only provided she so elects by June 1. The notification provisions in Section 17:5 shall apply.

12:5 Nothing in this Article shall be construed to deny any teacher any rights she may have under the Family and Medical Leave Act. However, the Board may elect to charge any leave taken under this Article against the teacher's FMLA allowance, as well as her statutory and contractual sick leave allowance, to the extent permitted by law.

ARTICLE 13 **EXCHANGE TEACHER LEAVE**

13:1 In any year, teachers may be exchanged for teachers from some other school administration district in the United States or in a foreign country.

13:2 Upon request of a teacher, such exchange shall be initially recommended by the Superintendent to the Board of Education which shall recommend final action.

13:3 Life insurance and medical insurance shall be continued, carrier permitting. The teacher shall return to the same or equivalent position upon return, and shall receive step advancement credit for the period of leave. Accrual of sick leave shall be resumed upon return, as in the case of other leaves. Wages shall be paid by the receiving system according to their scale.

ARTICLE 14
GENERAL LEAVE

14:1 A teacher may be allowed leave at the discretion of the Board upon the recommendation of the Superintendent, without loss of salary, to begin programs of study which necessitate personal presence in advance of the close of school.

ARTICLE 15
TEMPORARY MILITARY LEAVE

15:1 Temporary military leaves shall be granted in order to serve a period of active duty with Reserves or National Guard. In no event shall this military leave exceed a total of thirty days annually.

15:2 If such military leave of absence is served during the period when school is in session, the teacher on such leave shall receive a rate of pay equal to the difference between his professional salary and the military pay received.

15:3 This provision applies to involuntary service only, exclusive of initial enlistment.

ARTICLE 16
JURY DUTY LEAVE

16:1 Any teacher who is called for involuntary jury duty shall receive the necessary leave to fulfill this legal obligation. This leave shall not be deducted from sick leave or from personal days. The staff member shall receive a rate of pay equal to the difference between his professional salary and the jury fee. This paragraph shall be limited to one regular jury session per year.

ARTICLE 17
EXTENDED LEAVES OF ABSENCE

17:1 Upon written request to the Superintendent, and with the approval of the Superintendent and the Board, a teacher may be granted an unpaid leave of absence for the following reasons:

- a. Prolonged illness;
- b. Needed rest (accompanied by a doctor's certificate);

- c. Necessities of home;
- d. Professional improvement when the teacher is not eligible for sabbatical leave;
- e. Employment as a teacher at a United States Military installation abroad;
- f. Any activity which would in the opinion of the Superintendent be of future benefit to the Bristol School System.

17:2 When a teacher returns to service after an extended leave of absence for reasons of item 17:1, all benefits to which the teacher is entitled including unused accumulated sick leave and so on shall be restored upon his return to the status as of the date of the commencement of such absence. He will be assigned in order of priority to the same position he held at the time said leave began, if available, or to an equivalent position, if available, or to a position for which he is certified or certifiable. For purposes of this article "if available" shall mean if vacant or held by a less senior teacher; "same position" shall mean the position the teacher would have held if the leave had not occurred; "equivalent position" shall mean the same school for K-5 teachers and a position in the same general department for 6-12 teachers. The provisions of this section shall also apply in cases of leave of absence taken under Article 12:4 (child-rearing leave).

17:3 Requests for leave for reasons d, e and f of item 17:1 must be received no later than March 30 of the year preceding the school year for which the leave is requested. In case of emergency the above date (March 30) may be waived with the permission of the Superintendent and the Board.

17:4 Other extended leaves of absence may be granted at the discretion of the Board upon the recommendation of the Superintendent.

17:5 In the case of any leave from which a teacher is expected to return at the beginning of the next school year, the teacher must reaffirm in writing prior to March 1 on a form provided by the Board his intent to return for the following school year. Failure to return at the stated expiration of any leave, or failure to provide the notification required in the preceding sentence shall result in forfeiture of any right to employment.

17:6 Nothing in this Article shall be construed to deny any teacher any rights under the Family and Medical Leave Act. However, the Board may elect to charge any leave taken under this Article against the teacher's FMLA allowance, to the extent permitted by law.

ARTICLE 18
EMPLOYMENT YEAR AND WORK DAY

18:1 The scheduled employment year of teachers covered by the Classroom Teachers' Salary Schedule shall begin one day prior to the opening of school, but shall in no event be more than 181 teaching days. Individuals may have to stay additional necessary time to complete work and records.

18:1.1 In addition to the above, teachers shall be required to work an additional three (3) non-instructional days for the purposes of professional and curriculum development. Such non-instructional days shall be of sufficient duration to accommodate six (6) hours of CEU activity per day. The work year shall be one hundred eighty-five (185) days.

18:1.2 In addition to the 185-day work year established in Section 18:1.1 above, High School guidance counselors shall each work an additional three (3) days per year. Said three (3) days shall be split between the beginning and end of the school year, as determined by the administration. The guidance counselors shall receive pro rata pay for said days.

18:1.3 In the event that the state mandates additional instructional days above one hundred eighty-one (181) during the term of this agreement, the above cited non-instructional work days will be reduced by a number equal to the number of additional mandated days.

18:2 Any proposed calendar shall be submitted to the President of the Federation for comments and suggestions three (3) weeks prior to its submission to the Board for adoption.

18:3 Classroom teachers and other teachers on the classroom teachers' salary schedule shall report at least ten (10) minutes before the start of the official student school day (except those with assigned student supervision duty, who may be required to report up to thirty (30) minutes before the official start of the student school day). Grade 9 through 12 classroom teachers and other grade 9 through 12 teachers on the classroom teachers' salary schedule shall remain at least twenty (20) minutes, and pre-kindergarten through grade 8 classroom teachers and other pre-kindergarten through grade 8 teachers on the classroom teachers' salary schedule shall remain at least ten (10) minutes after the close of the official student day, unless excused by the principal in the event of a specific individual request.

18:4 On any day preceding a non-teaching day, teachers shall be excused at the close of the official student school day, except in emergency, or assigned student supervision duty not to exceed twenty (20) minutes.

18:5 When school is dismissed early due to weather conditions or otherwise, teachers shall be excused upon the departure of the students, except in emergency or assigned student supervision duty.

18:6 Each teacher is to be guaranteed an absolute minimum of twenty (20) minutes free of duties for purposes of lunch. No teacher whose lunch period has been scheduled for longer than twenty (20) minutes shall have said period reduced below twenty minutes to effectuate this guarantee. It is understood that travel time shall be in addition to the guarantee in this section.

18:7 Teachers may be required to attend one (1) planned student parent orientation session to be held during the school year. The Federation recognizes that support for parent/teacher co-operation is part of each teacher's professional responsibility.

ARTICLE 19

AFTER SCHOOL MEETINGS

19:1 Teachers may be required to attend thirty-two (32) after school meetings per year. These meetings will be held on Wednesdays (unless another day of the week is mutually agreed upon) which will be an early (25 minute) release day for students. These meetings will last no more than 100 minutes and start no later than 10 minutes after student dismissal. Nothing herein shall preclude voluntary participation in after-school committee meetings and other functions as in the past. On any other Wednesday (unless another day of the week is mutually agreed upon) not scheduled as an extended day, grade 9 through 12 teachers may leave 20 minutes and pre-kindergarten through grade 8 teachers may leave ten (10) minutes after the end of the official student day. There will be no meetings scheduled on the Wednesday before Thanksgiving, during Parent-Teacher Conference weeks, or after the first Wednesday (unless another day of the week is mutually agreed upon) in June. Wednesday (unless another day of the week is mutually agreed upon) meetings missed as a result of weather emergencies will not be made up after the first Wednesday (unless another day of the week is mutually agreed upon) in June.

19:2 After school meetings shall be held to a reasonable period of time at the principal's direction. At least forty-eight (48) hours' notice of such meeting shall be given, except in emergencies.

19:3 If the Federation requests an announcement at a faculty meeting that a Federation meeting will follow at the close of the faculty meeting, such announcement will be made by the principal or the person conducting the meeting.

ARTICLE 20
CURRICULUM PLANNING AND REVISION

20:1 Both the Board of Education and the Bristol Federation of Teachers agree that curricular research and development are vitally important to improve the quality of instruction in Bristol schools. All faculty members are encouraged to participate in such research and development. Furthermore, we both recognize that sound curriculum development should embody the following principles:

- a. The faculty members may be asked to work during the school year or the summer so as to concentrate their effort and maintain continuity of thought;
- b. There must be a strong commitment and adequate funding to implement the program;
- c. Any committee formed to do curriculum work shall have representation from the teaching staff and the Administration, and an announcement shall be made to all appropriate teachers informing them that a committee is to be formed. The committee should be on-going and carry out a review of an evaluation of any new program;
- d. Workshops should be held as needed and the Committee should publish recommendations for improvement as areas to be developed are discussed.

20:2 The Board and the Federation agree that teachers are particularly qualified to participate in curriculum development and evaluation, and that any program established to implement the above goals should take full advantage of the knowledge and experience of classroom teachers. The Federation and the Administration shall share the responsibility for the establishment of such programs and the continuing evaluation and revision of such programs.

20:3 In the event the Board establishes such programs during the summer months and/or on non-work days, members of the bargaining unit who accept assignments to such programs shall be compensated at the rate of twenty dollars (\$20) per hour (twenty-five [\$25] per hour for those given the responsibility for chairing such programs).

20:4 Preparation time for presentations at staff development programs: one hundred dollars (\$100) for preparation for a three (3) hour session, amount to be pro-rated according to the length of the session.

ARTICLE 21
PLANNING AND DEVELOPMENT PERIODS

21:1.1 Classroom teachers from pre-kindergarten through grade 5 may use the time when specialists are conducting their classes as professional preparation periods within or outside their classrooms. Specialists are in complete charge of the classes when they are teaching. Each full-time regular classroom teacher from pre-kindergarten through grade 5 shall be scheduled for a minimum of one hundred forty-five (145) minutes of preparation time each full five-day week.

21:1.2 Each full-time regular classroom teacher, and other elementary teachers from pre-kindergarten through grade 5 scheduled for a particular building on its faculty meeting day, shall receive fifty (50) minutes of professional preparation time one (1) time per month during the time allocated for Faculty Meetings.

21:1.3 Each full-time regular classroom teacher from kindergarten through grade 5 shall receive forty-five (45) minutes every other week of collaborative grade level planning time; and forty-five (45) minutes every other week, of administration directed collaboration time.

21:1.4 Meetings missed or shortened as a result of a no school or shortened school day on the school calendar or weather or other emergencies will not be made up and will not be subject to the grievance process.

21:1.5 Elementary building administrators will develop "collaboration planning" schedules and submit the schedules to the Office of Teaching and Learning and Human Resource Office prior to the first student school day in October. The "collaboration planning" schedule will begin the first full week of school in October.

21:1.6 Principals should make a maximum effort to secure a substitute for absent "special subject" teachers. It is recognized that ideally the principal will seek a specialist with training and/or experience and/or certification in the subject involved. However, in the event no such particularly qualified substitute is available, principals are urged to arrange for any other teacher on the substitute list whenever possible. On days when a classroom teacher in Grades K-5 does not have a specialist conducting their class, the administration shall provide the affected teachers with a 15-minute break or avoid scheduling the teacher for any duties within the student day. Loss of a 15-minute break due to employee absence, late opening, or unforeseeable emergency will not be subject to the grievance process.

21:2 Classroom teachers from grades 6-12 shall have the equivalent of one planning period per day. In a four (4) period block schedule format, one (1) period of preparation time and one (1)-half (1/2) period of preparation time on alternating days shall be considered the equivalent of one (1) planning period per day.

21:3 The preparation time provided in Articles 21:1 and 21:2 shall be interrupted only in emergency situations. If any teacher shall notify the Board of Education through a writing to the principal of a violation of this section, the Board of Education shall have fifteen (15) calendar days from the date of notification to correct said violation without penalty but shall be limited to one (1) such grace period for any teacher during any school year. In those cases in which a teacher is assigned in an emergency to cover a class during their preparation period the principal should permit that teacher either that day if feasible or on the next feasible day to leave immediately after the close of the official student day.

21:4 Substantial inequities between teachers in a school staff shall be brought to the attention of the principal, who shall meet with the building steward and the teachers involved to redistribute assignments so as to minimize such inequities. Serious departures from the standards set forth in the above paragraphs on a school-wide basis shall be brought to the attention of the Superintendent who shall meet with the principal and building steward to resolve the problems.

21:5 Teachers who are asked to cover a class during a preparation period shall be paid an amount of twenty five dollars (\$25) per class covered, except if the class is a full block (High School, Middle School, and UA), in which case the teacher shall be paid fifty dollars (\$50). Teachers shall have the right of refusal three times. Department heads shall not be required to cover classes except in cases of emergency.

21:6 Teachers who lose the majority of a preparation period due to participation in one or more PPTs shall be paid \$10 per preparation period lost.

ARTICLE 22 **RECORDS AND GRADES**

22:1 Teachers shall be responsible for determining and recording the grades of their pupils. No teacher shall be required to change a pupil's grade once it has been recorded, and no teacher shall be requested to change a grade for reasons other than the student's performance.

22:2 If any grade is changed by an administrator after being recorded by a teacher, in either a paper or electronic grade book, the administrator shall so indicate by initialing the official record (either the paper or electronic grade book) and shall notify the teacher in writing of the change and the reason for the change.

22:3 Official grade books shall be provided by the Board. Said grade book may be paper or electronic. Such records shall remain the property of the school system and shall be turned in to the principal at the end of each school year. In the event that any grade contained in such grade books is to be discussed or interpreted by any school official with

any person, the Board shall give reasonable notice to the appropriate teacher as to the time, place and date of such discussion or interpretation. The books shall be returned to the teacher upon request at the beginning of the next school year.

ARTICLE 23

SALARIES AND PAYCHECKS

23:1 Salaries shall be paid according to Schedules A-1, A-2, and A-3. Salaries under Schedule A-1 shall be paid in either twenty-one (21) or twenty-six (26) equal installments. In years when there are twenty-seven (27) pay days, salaries shall be paid in either twenty-two (22) or twenty-seven (27) pay periods. Staff paid under Schedule A-1 shall indicate their choice in writing in a format provided by the Administration by August 1st. Commencing with the 2009 – 2010 school year and thereafter, the twenty-one (21) or twenty-two (22) paycheck option shall only be available to teachers who elected such option for the 2008 – 2009 school year.

23:2 Each teacher on continuing contract shall receive a copy of the salary schedule with his placement indicated thereon.

23:3 Teachers who have completed at least ninety-one (91) school days of service during the year and whose performance is satisfactory shall be advanced one step on the appropriate salary schedule.

23:4 Teachers who have completed less than ninety-one (91) school days of service during the school year and whose performance is satisfactory shall remain on the same step on the appropriate salary schedule for the following school year.

23:5 In determining whether a teacher's overall performance is satisfactory, written evaluation reports shall be only one of the factors considered.

23:6 Failure of the Board to grant step advancement shall be subject to the grievance procedure, beginning at Level Three.

23:7 In the event a payday falls on a legal holiday, the Board shall make every reasonable effort to give teachers their paychecks on the previous working day.

23:7.1 All paychecks shall be distributed via direct deposit. Paystub information shall be made available to teachers by means acceptable to the Federation.

23:7.2 Deductions for the Teachers' State Retirement System and Tax Sheltered Annuity shall be made in equal amounts from the first and second paychecks of each month. 403(b) deductions shall be transferred promptly to the teacher account.

23:7.3 Payment for all interscholastic coaching shall be made in two equal installments over the course of the season based on the CIAC season calendar. The first payment to be made midway through the season. The second payment to be made no later than two weeks after conclusion of the CIAC season ending date. Intramural coaches shall be paid no later than the second paycheck following the end of the season.

23:7.4 Payment for activities other than coaching shall be no later than the second paycheck following completion of the activity. In the case of full year activities, payment shall be in two equal installments in the second paycheck in January and the second paycheck in June.

23:8 All salary schedules, including payment for extracurricular activities and differentials, shall be arrived at through negotiations between the Board and the Federation. In no case shall the Board negotiate any salary differentials individually with members of the bargaining unit.

23:9 For employment similar to a teacher's professional responsibility during the school year the teacher shall be compensated at one/one hundred eighty-fifth (1/185th) of his regular compensation for a full day's work with proportional reduction for a partial day's employment. The rates for other kinds of employment are to be established by negotiations with the Federation. The application of this provision is limited to employment prior to the start of or after the end of the employment year as defined in 18:1.

23:10 Substitute teachers, after twenty (20) days of teaching in the same assignment shall thereafter be paid ten dollars (\$10) more than the prevailing daily rate for substitute teachers, and shall be paid an additional ten dollars (\$10) per day after completion of each additional twenty (20) days of teaching in the same assignment, until such substitute teacher either reaches the per diem equivalent of the BA minimum rate, or at the option of the Board a formal letter of appointment is issued to the substitute teacher. Upon such appointment, the substitute teacher shall be covered by all the terms and benefits of the Agreement except the provisions found in Articles 9 (Sabbatical Leave), 12 (Child-Rearing), 13 (Exchange Teacher Leave), 14 (General Leave), 17 (Extended Leaves of Absence), 32 (Vacancies and Transfers), 33 (Reduction in Force), and 34 (Teacher Assignment and Load). The substitute teacher may also elect to participate in the benefits specified in Article 37 (Insurance Benefits), provided he/she pays the entire cost thereof. Nothing herein shall be construed to deprive any teacher of any rights available under state or federal law (e.g. FMLA). Certified substitute teachers become eligible for employment as regular members of the teaching staff only if and when the teacher for whom they are substituting resigns or when the certified substitute teacher is assigned to a vacant position to which no other teacher has prior rights. Eligibility does not guarantee employment as a regular member of the teaching staff, but once such employment is offered and accepted, all benefits under this Agreement shall apply.

23:11 Step Placements for New Personnel

23:11.1 Step placement on the salary schedule for new personnel shall be in accordance with board policy, being Policy 4140(a) and (b) - Professional Personnel Compensation Guides and Contracts, as promulgated by the Bristol Board of Education, dated June 7, 1995.

23:11.2 Step placement does not affect seniority placement.

23:12 Salary placement for teachers converting from part-time to full-time shall be governed by guidelines developed by the Federation and the Central Office Administrator.

ARTICLE 24
LEGAL PROTECTIONS OF TEACHERS

24:1 Teachers 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.

24:2 The report shall be forwarded through the Superintendent to the Board which shall comply with any reasonable request from the teacher for information in its possession not privileged under law which relates to the incident or the persons involved.

24:3 The Board agrees to provide legal counsel as set forth in Section 10-235 of the General Statutes of Connecticut, as it may be amended from time to time.

24:4 Any classroom teachers who have been assigned students with physical or extreme emotional problems shall be notified by October 1 of each school year or when that information is available to the school administration.

ARTICLE 25
PERSONAL INJURY BENEFITS

25:1 Whenever a teacher is absent from school as a result of personal injury caused by an accident or an assault arising out of and in the course of his employment, which is compensable under the Connecticut Workers' Compensation laws, he shall be paid the difference between his full salary and the amount of any Workers' Compensation award for the period of such absence, not to continue more than one (1) year after the date of the injury.

25:1.2 Such period shall not exceed the compensable period for Workers' Compensation or one calendar year, whichever is the shorter period of time.

25:1.3 No part of such absence shall be charged to his annual or accumulated sick leave.

25:1.4 For absences for this reason beyond such period, a teacher shall be entitled to use his sick leave allowance.

25:2 The Board shall support teacher claims under the Workers' Compensation laws in cases of injury on school premises or in school activities, provided the injury arises out of and in the course of their professional responsibilities, regardless of whether their participation in the activity which resulted in the injury was voluntary or otherwise.

25:3 Effective upon ratification of the contract and approval by the Workers Compensation Commission, work-related injuries and illnesses will be handled through the City's Medical network for Worker's Compensation.

ARTICLE 26 **SERVICE CREDIT**

26:1 Up to three years' salary credit will be given for active military service, Peace Corps service, or Vista service regardless of when service was rendered.

26:2 Credit will not be given for less than one full year of service. Two (2) years of service credit will be given for service rendered of not less than 21 months and up to 32 months. Three (3) years of service credit will be granted for service rendered of not less than 32 months.

ARTICLE 27 **SEVERANCE PAY**

27:1 Upon the retirement, normal or early retirement as negotiated in the contract or the death of a member of the professional staff, such teacher or his survivors shall be paid the equivalent of 25 percent (25%) of his accumulated unused sick leave over and above his regular compensation.

27:2 A day's pay for teachers on a regular school year contract shall be computed at one/one hundred eighty-fifth (1/185th) of their annual salary.

27:3 If a teacher dies during the school year, the Board shall continue appropriate fringe benefit payments for the month in which the death occurs and two succeeding months.

ARTICLE 28
STUDENT DISCIPLINE

28:1 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, and therefore, in each school, the building administration, with input from the teaching staff, shall establish procedures for the maintenance of reasonable discipline in that school.

ARTICLE 29
INSTRUCTIONAL MATERIALS

29:1 Recognizing the statutory responsibility of the Board for the adequate provision of instructional materials and also the professional competence and skills of the teaching staff in relation to the selection of such materials, the determination of instructional materials to be used in the schools shall be arrived at through the recommendations of committees which include teachers and administrators, subject to the final approval of the Board.

ARTICLE 30
PROFESSIONAL DEVELOPMENT

30:1 A program of specialized professional development courses will be provided by the Board, with all materials provided by the Board. The program shall include activities before the start of the work year, after the end of the work year, before and after school hours, and on designated Professional Development work days during the school year, that satisfy, over the five-year cycle, any State of Connecticut requirements for teacher re-certification at the K-5, 6-8, and 9-12 grade levels.

30:2 A committee composed of an equal number of teachers named by the Federation and administrators named by the Superintendent plus the Superintendent or his/her designee, shall make recommendations to the Superintendent from the teacher and administrator perspectives for professional development courses. Said committee shall meet at least once per year.

30:3 Professional development programs before or after school hours are strictly on a voluntary basis.

ARTICLE 31

EVALUATION

31:1 The Board and the Federation agree that the primary purpose of the evaluation procedure is the improvement of the learning experience of the students in the Bristol School System and the enhancement of the professional performance of the teachers in the Bristol School System.

31:2 According to the terms of Public Act 74-278, a program of evaluation for the professional staff will be developed.

31:3 Existing evaluation and supervisory methods will be examined by a committee whose teacher members shall be appointed by the Federation. Such existing methods and techniques shall be examined in the light of the guidelines established by the State Board of Education and shall be subject to change and/or modification.

31:4 Until existing evaluation procedures are examined in the light of Public Act 74-278 as outlined in item 32:3, the evaluation procedure will continue as follows:

31:4.1 The evaluation of teachers should be made only by experienced and qualified professional personnel. The Board agrees in principle that evaluations should be conducted by certified administrators with input where appropriate from department heads. However, in the case of city-wide music and art personnel, the department head may have to coordinate the evaluation of staff members who do not serve at least three (3) days per week in the same school building.

31:4.2 The methods employed for evaluation of certificated personnel represented by this unit at a formal level shall be explained to teachers at their staff orientation meeting or upon hiring. Appropriate related materials will be distributed to them at that time.

31:4.3 Formal evaluation shall be in writing and reviewed by the principal/supervisor with the individual being evaluated. The principal/ supervisor and the individual shall both sign the evaluation to show that the joint conference has been held and that the evaluation has been reviewed. Signing does not necessarily mean approval of the evaluation. This evaluation review conference shall precede the submission of the formal evaluation report to the Superintendent. A teacher shall have the right to designate particular areas of disapproval and may file a dissent with the evaluation.

31:4.4 Following the joint review of the formal evaluation and its submission to the Superintendent, a copy of said report shall be placed in the individual's personal file. A copy of this evaluation shall be made available to the person evaluated.

31:4.5 An evaluation shall not be subject to the grievance procedure, but may be challenged if used in the context of disciplinary action affecting the teacher's employment,

salary level or job security. A teacher dissatisfied with an evaluation may request a reevaluation, which shall take place within three school months.

ARTICLE 32

VACANCIES AND TRANSFERS

32:1 The Board of Education is committed to employing the very best personnel for each and every position in the school system with the assignment and transfer of teachers being the responsibility of the Superintendent of Schools subject to the provision hereto.

32:2 Teachers will receive notification of their assignment for the ensuing school year, under normal circumstances, not later than June 1. In the event of a change in pertinent circumstances or conditions, teaching assignments will be changed accordingly with prompt verbal and written notice to the affected teacher(s).

32:3 Transfers Caused by Position Elimination

32:3.1 If a 6-12 position in a subject area is eliminated, the least senior teacher in the affected subject area will be relocated if a position exists within an area in which the teacher is certified. If a position requiring elementary certification is eliminated, the least senior teacher at the grade level in the building where the elimination takes place will be affected. Priority will be given to placing teachers in subject/grade areas where they are currently teaching.

32:3.2 If a city-wide position (i.e. Art, Music, Special Education, etc.) is eliminated, the least senior teacher in the city-wide position shall be affected.

32:3.3 Those teachers who need to be placed into positions due to elimination of assignments cited in 32:3.1 and 32:3.2 hereinabove will inform the Superintendent, on a form mutually developed by the BFT and Central Office, of their preference of grade assignment, school, subject area as they apply.

32:4 Posting of Positions

32:4.1 All vacancies not filled pursuant to 32:3 hereinabove shall be posted. A vacancy shall be defined as those bargaining unit positions, found in Schedules A-1 and A-2 of this Agreement, which become available due to death, retirement, leaves of absence, discharge, resignation or creation of a new position by the Board.

32:4.2 Vacancies shall be adequately publicized, including a notice in every school, a notice on the official Board of Education website, and written notification to the

BFT President, as far in advance of the date of filling such a vacancy as possible, but in no event less than one (1) week in advance.

32:4.3 After March 1st, all September vacancies shall be forwarded to the BFT President and posted in all school buildings as they occur until the end of the school year. After the close of the school year, all vacancies shall be posted in writing and on the Board of Education website for a period of three (3) full business days. The BFT shall receive copies of all such postings.

32:4.4 The notice of vacancies shall set forth the name of the position and qualifications for the position and any special characteristics of the position to which individual qualifications or abilities may be relevant.

32:4.5 Individuals who desire to apply for such vacancies shall file their application in writing with the office of the Superintendent within the time limit specified in the notice.

32:4.6 Vacancies shall be filled on the basis of certification, qualifications (which may include demonstrated performance), experience, and seniority.

32:4.7 For tutorial and similar positions which become available from time to time, a general notice shall be posted by the appropriate director, supervisor or administrator at the beginning of each school year informing teachers of the opportunity to file applications for such positions.

32:4.8 A teacher hired for a position available as the result of another teacher's approved leave shall not be displaced if the teacher on leave resigns, unless displacement is required to satisfy provisions of Article 33 and any other relevant provisions of this contract.

32:5 Voluntary Transfers and Exchange of Positions

32:5.1 Any teacher who voluntarily applies for a vacancy shall be granted an interview for that position and shall be notified in writing of the recommendation of the interviewing committee and the reasons for its recommendations.

- A. Interview committees shall consist of teachers and administrators. The school administration shall establish reasonable procedures for assuring that no members of the interview committee are predisposed for or against any of the applicants, and such procedures shall include advance notice to the applicants of interview committee participants so that any concerns can be addressed before any interview takes place. It is recognized that the final decision regarding the composition of the interview committee rests with the administration.

- B. Members of any interview committee, who are not certified administrators in the school system, shall have no access to the personnel files or evaluations of any of the applications, except for any such materials which are presented to the interview committee by the applicant him/herself.
- C. All members of any interview committee shall be instructed by the school administration that the provisions of Section 32:4.6 shall govern the selection process.
- D. Interviews of all internal applicants shall be completed, and the interview committee shall notify all internal applicants of its decision in writing before considering candidates from outside the school system or satisfying any other provisions of Article 32:5.2.

32:5.2 Voluntary transfers to vacancies not filled by the process cited hereinabove shall be filled first by teachers on the recall list by certification and seniority and then by applicants from outside the school system. No new teachers shall be hired to fill any positions for which a teacher on the recall list is certified.

32:5.3 Teachers in special education shall be able to exchange positions with teachers in regular education and/or other types of positions in special education for a period of one year under the following conditions:

- a. Two teachers must mutually agree to the switch.
- b. Both teachers must be appropriately certified.
- c. The exchange of positions is subject to the approval by the Superintendent.
- d. The mutual exchange will be effective at the beginning of a school year and will be in force for the entire school year.

32:6 Administrative Decisions

32:6.1 Dispositions of all requests for transfer effective in September shall be made known in writing to the requesting teacher by the close of the school year, or as soon as practicable thereafter. Disposition of all other requests for transfer or reassignment shall be known in the same manner promptly after being acted on.

32:6.2 Involuntary transfers may only be made based upon a decision by the Central Office Administration. When any principal or supervisor makes a recommendation to the Central Office for an involuntary transfer, the affected teacher shall be notified in writing by the Central Office and given an opportunity for

consultation prior to the decision with the Superintendent or his designee or the principal or supervisor who made the recommendation. Within seven (7) school days following this consultation, the teacher shall be notified of the decision, with reasons.

32:6.3 The Superintendent reserves the right to make transfers, voluntary or involuntary, between the closing of the school year and the opening of the new school year to meet developing circumstances in total staff utilization. If a teacher is unavailable for consultation because of summer vacation or other cause, the involuntary transfer may be imposed on a provisional basis pending consultation and review procedures.

32:7 Review Procedures

32:7.1 In the case of involuntary transfers, or the denial of a request for a September voluntary transfer, the teacher may request a hearing with the Board of Education. Such teacher shall be entitled to Federation representation if desired.

32:7.2 Such request must be made within seven (7) calendar days of receipt by the teacher of notification to the teacher of the final administrative decision concerning such transfer or request for transfer, and the Board shall hold such hearing within twenty-one (21) calendar days of receipt of the request for hearing.

32:7.3 The Board shall make a decision and notify the teacher in writing of such decision within seven (7) calendar days following such hearing.

32:7.4 The above time limits may be extended by mutual agreement.

32:7.5 The application of the procedural requirements set forth in this Article, but not the educational rationale for the transfer decision, shall be subject to the grievance procedure, including Level Four. A claim that the transfer decision was not based on educational considerations shall be subject to the grievance procedure including Level Four, with the burden of proof on the claimant to establish the basis for the decision by clear and convincing proof.

ARTICLE 33 **REDUCTION IN FORCE**

33:1 The Board has the sole and exclusive prerogative to eliminate professional staff positions, consistent with the provisions of State statutes and the Agreement.

33:2 There will be no layoffs during the term of this Agreement without prior consultation with the BFT.

33:3 No tenure teacher (as defined in Section 10-151(b) of the Connecticut General Statutes as amended) shall be laid off when a position exists which is either vacant or occupied by a non-tenure teacher and for which the tenure teacher is certified.

33:4 It is understood that a layoff is a termination of employment subject to administrative and/or judicial review in the manner set forth in the subsections of Section 10-151 of the Connecticut General Statutes, as amended, and in no other manner. In the case of judicial review under those statutory provisions, the parties agree that the provisions of this Article can and should be admitted to the court.

33:5 Seniority shall be defined as the length of continuous teaching service in the Bristol School System. In the event two or more teachers have identical lengths of continuous teaching service, the following criteria shall be applied in the order listed:

- a. previous regular teaching service in Bristol.
- b. previous long-term substitute service in Bristol.
- c. previous per-diem substitute service in Bristol.
- d. date that letter of intent to hire was sent by the Board.
- e. date that letter of job acceptance was received by the Board.
- f. date that most recent application was stamped in at the Board's office.
- g. date on most recent application.

33:6 Procedure

33:6.1 If layoffs are necessary because of elimination of position, the teacher(s) to be laid off shall be determined by the following procedure.

33:6.2 The least senior teacher in the affected high school or middle school subject area or elementary grade level will be displaced from that subject area or grade level.

33:6.3 Such displaced teacher may elect, in lieu of being laid off, to displace in turn the least senior teacher in the same school level (high school, middle school, or elementary school) who occupies a position in the same certification area in which that teacher has been teaching.

33:6.4 Such teacher who is displaced in turn may elect to finally displace the least senior teacher in the school system who holds a position for which that teacher is certified.

33:6.5 In each case, the displacing teacher must have more seniority than the displaced teacher, or must proceed to the next step of the above process.

33:6.6 The elimination of other systemwide certified positions (i.e. special ed, school psychologist, school social worker, art, etc.) shall be governed by the same reduction in force principles and/or provisions cited in this Article.

33:7 Recall

33:7.1 The name of any teacher who has been laid off shall be placed upon a reappointment list and remain on such list for a period of time equal to their length of continuous employment in Bristol, not to exceed three (3) years, provided such teacher does not refuse a reappointment. Teachers may, if agreed to by the Superintendent, refuse a position once without jeopardizing their position on the reappointment list.

33:7.2 Any teacher on the reappointment list shall receive a written offer of reappointment by certified mail to his last known address at least fifteen (15) days prior to the date of re-employment. The teacher shall accept or reject the appointment, in writing, within five (5) days. If he accepts the appointment, he shall receive a written contract at least five (5) days prior to the effective date of re-appointment where possible.

33:7.3 No new teacher shall be hired to fill a position for which a teacher on the reappointment list is certified. In cases where more than one teacher on the reappointment list has exercised certification (i.e., has experience within the certification) for a particular position to be filled, teachers shall be recalled by seniority. In cases where no teacher has exercised certification for a particular position to be filled, teachers certified shall be recalled by seniority.

33:7.4 No teacher who has been laid off shall be entitled to payment or accrual of any compensation or fringe benefits, whether or not he remains on the reappointment list. However, a teacher who is reappointed from the list shall be entitled to reinstatement of any benefits earned or accrued at the time of layoff, and further accrual of salary increments and fringe benefits shall pick up where they left off, except that credit for contractual service as a teacher while on layoff shall be granted. No years of layoff will be credited as years of service for compensation or retirement purposes. However, except as provided in Article 33:3 and/or applicable law, any teacher who is laid off shall retain the seniority held on the date of layoff.

33:7.5 A teacher on the recall list shall have the right to continue, at his option, in the group plans for medical and life insurance at his own expense, subject to any restrictions imposed by the carrier.

33:7.6 For purposes of seniority and layoffs:

- a. A leave of absence does not interrupt years of continuous service, but seniority is determined by cumulative times of actual active teaching service.

- b. Regarding fractional time, there is no difference between full-time service and part-time service.
- c. There is no difference between "Interim" contract and regular contract; furthermore, no distinction shall be made between service under the various types of teaching certification.

33:7.7 All transfers as provided for Article 32 (Vacancies and Transfers) shall take place prior to any teacher being recalled to any vacant position.

ARTICLE 34 **TEACHER ASSIGNMENT AND LOAD**

34:1 Teachers shall be given the opportunity on a form provided by the principal no later than sixty (60) days prior to the end of the school year to indicate to their principals their preferences in subject and grade assignments for the following school year. The principal shall fully consider such preferences.

34.2 At least five (5) school days prior to the end of the school year, or as soon thereafter as possible, K through 5 grade teachers shall be notified in writing of the following matters concerning their teaching programs for the following school year: subject and grade levels to be taught; special or unusual classes and grade levels to be taught.

34:3 At least five (5) school days prior to the end of the school year, or as soon thereafter as possible, 6 through 12 grade teachers shall receive in writing their tentative programs for the following year, including the periods and rooms where their teaching assignments will occur.

34:4 The number of pupils assigned to classes with designated and limited workstations (for example Business, Technology Education, Family & Consumer Science, Computer Education and Science) shall be determined by the following factors: a) Safety, b) Educational Appropriateness. It is understood that certain classes or lessons may or may not allow more students than the actual number of workstations. This decision shall be made by the administration following an opportunity for consultation with the affected teacher(s) prior to the scheduling of classes.

34:5 All non-teaching duties and emergency assignments within a school are to be shared among the teachers on an equitable basis except as specified elsewhere. Substantial inequities between teachers in a school shall be brought to the attention of the principal, who shall meet with the building steward and the teachers involved to redistribute assignments so as to minimize such inequities.

34:6 It is understood that the provisions of Section 34:2 and 34:3 cannot be observed in situations beyond the control of the administration, such as deaths, retirements, and changes in teacher leave plans near or after the end of the school year.

34:7 Departmentalized teachers in grades 6-12 shall not be required to teach more than six (6) periods over two days (i.e. 3 periods per day) at the high school level, and twenty-five (25) teaching periods per week at the middle school level.

34:8 In scheduling teachers who use more than one (1) teaching station, effort shall be made to minimize the number of rooms teachers shall be required to use.

34:9 When a daily student time schedule is to be changed, in a given school or system-wide, teachers shall be given reasonable notice so that they may plan their lessons accordingly.

34:10 Prior to the establishment of duty rosters/schedules the principal should receive no later than June 1 on a form provided by him input from his affected teachers and should attempt, consistent with preparing the total roster, to schedule them with consideration to their input as regards days/weeks selection. Also, "special subject" teachers primarily assigned to a single building should be incorporated into the building duty roster as feasible.

34:11 Any elementary school teacher who has students added to their classroom for substantially all of a full day due to the lack of a substitute teacher shall receive compensation equal to the substitute teacher's pay, divided if appropriate on a pro rata basis among the teachers who are impacted.

ARTICLE 35

GRADUATE STUDY- -REGULATIONS

35:1 The following conditions must be met in order for a teacher to qualify for placement on the salary schedules above the Bachelor Degree schedule:

35.1.1 All requirements must be completed and reported officially from the college or university to the Superintendent of Schools.

35:1.2 In order to qualify for placement on a higher schedule effective September 1 or February 1 of a school year, such completion and reporting must take place prior to September 1 or February 1 respectively.

35:1.3 In the case of Sixth Year credit, the phrase "a field in which the teacher is certified and in which he teaches" shall be construed for the purposes of this Article to include Reading and Special Education in addition to any other subject areas which may fit

such definition. A teacher shall be considered to be in a field if he teaches in that field the equivalent of at least five full periods per week throughout the school year, or has taught in that field during the preceding four (4) years or since the commencement of graduate study, whichever is later (provided the change in assignment was not initiated by the teacher).

35:2 Bachelor Degree + 30 Semester Hours

35:2.1 Credit shall be given for thirty (30) semester hours of study in a planned program at an accredited college or a university. This provision shall only apply to teachers who have completed such study and have been granted such credit prior to July 1, 1994.

35:3 Master's Degree

35:3.1 Credit shall be given for a Master's Degree earned at an accredited college or a university.

35:4 Sixth Year

35:4.1 Before a Sixth-Year program is begun, approval must be sought from the Superintendent or the Director of Human Resources. If approval is not granted, a member may appeal that decision to a committee composed of the Superintendent or Director of Human Resources, a Principal, and one member of the Federation. The thirty (30) semester hour program must be approved by the Superintendent or Director of Human Resources or the Committee before the differential is granted to any applicant. The Principal is to be selected by the administration. The Superintendent, Director of Human Resources or the Committee should be informed of the general progress of the candidate and must be informed of any changes in the program. Bargaining unit members who have started a program prior to July 1, 2012 must meet with the Director of Human Resources as soon as practicable for the purposes of updating him with regard to their progress. In cases when courses may already have been completed beyond the Master's Degree, final approval for such credit rests with the committee. Credit for a course will be granted only once regardless of the fact that the course is repeated in another institution with a different instructor.

35:4.2 Total must be at least 30 semester hours beyond the Master's Degree or BA+30.

- a. Those teachers who are currently on the BA+30 salary track shall be allowed to advance to the Sixth Year salary track subject to all the conditions found in Paragraph 35:4 (Sixth Year) of this Article.
- b. As of July 1, 1994 those teachers currently on the BA+30 salary track shall either remain on said track, or advance to the Master's

track or Sixth Year track, as prescribed in Paragraph 35:4.2(a) above. As of the date first written above, the BA+30 salary track shall no longer be available to any teacher who is not currently on that salary track.

35:4.3 Primarily the hours offered should be in subjects or fields directly affecting the efficiency and better contribution by the teacher in his work (as a result of having taken the additional studies).

35:4.4 Twenty (20) hours must be directly related to a field in which the teacher is certified and in which he teaches.

35:4.5 The remaining ten (10) hours should be in a definitely qualified related field and contribute to the general field of education.

35:4.6 Teachers may offer in lieu of regular college semester hours credit the equivalent semester hours of:

- a. Instruction (either undergraduate or graduate courses) in an approved college and the class credit hours are recognized for certification by the Connecticut State Department of Education.
- b. Attendance and/or presentation at workshops and non-credit untranscribed courses of study.
- c. Participation in authorship of educational publications or books.
- d. Travel.
- e. Not more than a total of ten (10) hours may be offered for (c) and/or (d). Normally not more than six of these may be offered for (d), and requests for credit under (d) should be made within three months after conclusion of the travel.

35:4.7 The Superintendent, Human Resources Director or the Committee upon completing examination of each candidate's record will then make such recommendations as they deem fit to the Board of Education for final action.

35:4.8 It is recognized that a teacher in pursuing a Master's Degree may accumulate excess courses not required in the degree program of the college or university attended. Upon formal documentation, the Superintendent, Human Resources Director or the Committee will consider such excess courses for credit application toward the Sixth Year. It is recognized that a teacher in an unusual set of circumstances may accumulate sixty (60) semester hours of credit beyond the Bachelor's Degree without an intervening Master's

Degree. While in general maintaining the requirement that a Sixth Year Program reflect courses beyond the Master's Degree, the Superintendent, Human Resources Director or the Committee may consider exceptions in unusual situations and may recommend approval of a Sixth Year without preceding Master's Degree. In such case the Board's decision to sustain or deny the Superintendent, Human Resources Director or the Committee recommendation shall be binding and not subject to the grievance procedure.

35:5 Seventh Year

35:5.1 Seventh Year salary credit on Schedule A-1 shall be granted to teachers who are receiving such credit as of June 30, 2012, as well as teachers who obtained approval for a Seventh Year program on or before June 20, 2012 and who successfully complete such program on or before June 30, 2015.

35:6 Doctorate Degree

35:6.1 Credit for an earned Doctorate Degree may be recognized by the differentials specified in the Ph.D. salary track, depending on the importance and use of this degree in the assignment of the teacher holding the degree, and under the following conditions:

35:6.2 Work on the Doctorate must be in a field in which the teacher is certified and in which he teaches.

35:6.3 Final implementation of this salary factor will be made by the Board of Education on recommendation of the Superintendent.

ARTICLE 36

DEPARTMENT HEADS/COORDINATORS/TEAM LEADERS

36:1 Department Heads/Curriculum Coordinators

36:1.1 Remuneration for Department Heads shall be based on a schedule as stated in Schedule A-1. Remuneration for all Departments shall be in addition to any differentials as specified in the A-1 Schedule.

36:1.2 Department Heads shall not be required to teach more than five (5) of eight (8) periods and shall have a reduced duty schedule.

36:1.3 City-wide Art and Music Department Heads shall teach no less than fifty-one percent (51%) of their time.

36:1.4 High School Department Heads shall not evaluate teachers or have any input into the professional evaluation of teachers, and any mentoring support provided by the Heads shall be restricted to non-tenured teachers.

36:1.5 Remuneration for Middle School Curriculum Coordinators is stated in Schedule A-3 of this Agreement and said remuneration shall be in addition to any differentials as specified in the A-1 Schedule.

36:2 Team Leaders

36:2.1 Remuneration for Team Leaders is stated in Schedule A-1 of this Agreement and said remuneration shall be in addition to any differentials as specified in the A-1 Schedule.

ARTICLE 37
INSURANCE BENEFITS

37:1 The following insurance coverage shall be provided for teachers and their enrolled dependents:

37:1.1 Medical, hospital and prescription drug coverage, with non-standard benefits agreed to by the parties, \$20 PCP/\$40 SPC office visit co-pay; \$200 net/\$400 non-net Hospital Inpatient copay; \$25 Urgent Care copay; \$100 Emergency Room copay; \$100 net/\$200 non-net Outpatient Facility copay; \$20 Outpatient MH/SA copay; Out-of-Network Deductible (individual/two-person/ family) \$750/\$1,500/\$2,250; Out-of-Pocket Maximum \$1,000/\$2,000/\$3,000, and three-tier drug plan (\$10/\$20/\$30 with \$2,000 maximum and with mandatory generic substitution) shall be available to teachers, their spouses and dependent children, including children between the ages of nineteen (19) and twenty-six (26) either living at home or attending an accredited college or university. Members of the unit shall pay by payroll deduction eighteen percent (18%) of the cost effective July 1, 2015, nineteen percent (19%) effective July 1, 2016 and twenty percent (20%) effective July 1, 2017 for the health insurance and prescription program referenced herein, for themselves and their enrolled dependents, with such percentage contribution subject to a Section 125 pre-tax dollar provision and remaining in effect for the duration of this Agreement.

37:1.2 A co-pay dental plan, with the equivalent of Blue Cross/Blue Shield riders A, B, C, D, and Dependent Child Rider, including payment for all eligible family members, shall also be available. Members of the unit shall pay by payroll deduction eighteen percent (18%) of the cost effective July 1, 2015, nineteen percent (19%) effective July 1, 2016 and twenty percent (20%) effective July 1, 2017 for the dental program referenced herein, for themselves and their enrolled dependents, with such percentage contribution

subject to a Section 125 pre-tax dollar provision and remaining in effect for the duration of this Agreement.

37:1.3 Group Life Insurance, straight term and non-contributory, shall be provided in an amount of \$50,000.

37:2 Employees who teach one-half or more of the regular teaching schedule but less than the full teaching schedule shall be provided with the coverage as outlined in 37:1.1 and 37:1.2 above, except that family coverage, if elected, shall be paid for by the employee.

37:3 The above referenced coverages may be changed from time to time by the Board provided that the resulting coverage shall be equivalent or better than the above coverages. The Federation may initiate proposals to improve the above coverage at no increased cost to the Board.

37:4 When on long-term leave of absence without pay approved by the Board, a teacher shall have the right to continue at his or her own expense in the group plans for insurance subject to the conditions imposed by the carrier.

37:5 Fringe Benefits for Retirees

37:5.1 The Board agrees to pay twenty-five percent (25%) up to a maximum of seven hundred dollars (\$700) per year toward the cost of premiums for any Board approved medical insurance plan for teachers retiring at the end of the 1986-87 school year and thereafter subject to the following conditions:

- a. The amount above will include twenty-five percent (25%) up to seven hundred dollars (\$700) of whatever coverage the retiree has at the time of retirement.
- b. The teacher must have taken a full normal retirement under the Teacher Retirement System immediately upon separation from employment with the Bristol Public Schools.
- c. The teacher must be enrolled in a Board approved medical insurance plan immediately prior to retirement.
- d. The teacher must pay (in accordance with a schedule established by the Board) the difference between the cost of coverage and the Board's twenty-five percent (25%) contribution for the duration of the payments under this section.
- e. Continuation of each plan and rider is contingent upon conditions established by the carrier.

- f. Payments by the Board shall end after seven (7) years of payments, or upon the teacher's failure to meet the obligations set forth in paragraphs (c) and (d) above, whichever comes first.

37:6 Flexible Spending Accounts. The Board of Education shall establish a Section 125 account for purposes of paying uncovered medical expenses and child care expenses with pre-tax dollars. Participation in such plans shall be voluntary.

ARTICLE 38 **CONFORMITY TO LAW AND SAVING CLAUSE**

38:1 If any provision of this Agreement is or shall at any time be determined contrary to law by a Court of competent jurisdiction, then such provision shall not be applicable or performed or enforced except to the extent permitted by law and any substitute action shall be subject to appropriate consultation with the Federation.

38:2 In the event that any provision of this Agreement is or shall at any time be determined to be contrary to law by a Court of competent jurisdiction, all other provisions of this Agreement shall continue in effect.

ARTICLE 39 **MISCELLANEOUS**

39.1 In the event a principal or other administrator desires to discuss with an employee matters which may affect his position in respect of discharge, resignation or demotion, such administrator shall advise the employee, in writing, that he may have a Federation representative present at such conference. In the event that such employee attends the conference after such notice without such a representative, then any agreement or statement he makes may be used. If such notice is not given to the employee, no agreement or statement made by the teacher at such discussion shall be used against or in respect to the teacher for any purpose. In the event the employee desires to have a Federation representative present, it is understood that the conference may be scheduled by the principal or supervisor so as not to interfere with the academic duties of the Federation representative.

39:2 Nothing herein shall be construed to permit Federation representation at the first evaluation conference after each teacher evaluation at which no disciplinary action is to be taken.

39:3 Upon request the Board shall provide to the Federation prior to the scheduled teacher orientation day the names and addresses of new teachers.

39:4 The Federation agrees that it will not call, authorize, instigate, sanction or condone any strike, slow down or work stoppage against the Bristol Board of Education during the period of this Agreement.

39:5 The Board shall consider requests for reimbursement for damage and/or theft to personal property of a teacher used in instruction, not to exceed \$50.

39:6 All of the provisions of the collective bargaining agreement between the Board and the Federation except for Article 33 shall apply to persons holding a Durational Shortage Area Permit (DSAP). Such individuals shall be subject to dismissal without recourse, for any lawful reason including, without limitation, expiration of permit, availability of certified personnel, elimination of position, or concerns about performance, conduct, attendance, etc.

ARTICLE 40
DURATION OF CONTRACT


40:1 This agreement will be effective from July 1, 2015 (subject to the provisions of Public Act 811).

40:2 All provisions of this Agreement shall remain in full force and effect through June 30, 2018. However, in the event that during the term of this agreement the Board decides to close one or more schools, upon request of either party negotiations shall be reopened on the subject of early retirement incentive.


40:3 The Board agrees not to discontinue payment of appropriate group insurance premiums during the summer months, regardless of the status of negotiations.

BRISTOL FEDERATION
OF TEACHERS, LOCAL
#1464, AFT-CT, AFL-CIO

BRISTOL BOARD
OF EDUCATION



Stipulated to in Arbitration,
December 6, 2014



Stipulated to in Arbitration,
December 6, 2014

SCHEDULE A-1, SALARIES 2015-2016

<u>Step</u>	<u>BA</u>	<u>BA+30</u>	<u>MA</u>	<u>6th YR</u>
1	42,650	44,517	47,537	50,849
2	45,847	48,043	51,061	54,639
3	49,044	51,569	54,585	58,429
4	52,241	55,095	58,109	62,219
5	55,438	58,621	61,633	66,009
6	58,635	62,147	65,157	69,799
7	61,832	65,673	68,681	73,589
8	65,029	69,199	72,205	77,379
9	68,226	72,725	75,729	81,169
10	71,423	76,251	79,253	84,959
11	74,620	79,777	82,777	88,749
11A	77,056	82,378	85,484	91,649
12	79,492	84,979	88,190	94,548

Seventh Year	\$2,000 (above Sixth year)
Compensation for doctorate degree	\$2,000 (above Seventh year)

A. Department Heads

- | | | |
|----|--|--|
| 1. | Citywide Alternative Education,
Art, Music, Library/Media,
Elementary Literacy | Step 1 - \$7,062
Step 2 - \$7,209
Step 3 - \$7,324 |
| 2. | High School Special Education | - \$5,760 |
| 3. | High School Guidance | -\$14,655 |

B. High School Department Heads - \$5,277

C. Middle School Team Leaders - \$3,054

D. Citywide Special Education Technology Team Leader - \$4,166

Note: Step advancement for any teacher below Step 12 will occur effective at the start of the 2015-2016 teacher work year. Any teacher on Step 11 in 2014-2015 will advance to the new Step 11A in 2015-2016.

SCHEDULE A-2
EXTRA-CURRICULAR SALARY DIFFERENTIAL

Remuneration for coaches and for other activities will be based on maximum Bachelor's degree salary step for teachers. In determining mathematical computations the amount of time required in each of the activities, responsibilities involved, number of participants, etc., have been considered. Range is from minimum to maximum in three (3) years.

All positions on the A-2 Schedule will be annually filled by the Board upon recommendation of the Superintendent. Teachers shall have the opportunity to apply for these positions at any time during the school year. The incumbent in the position shall automatically be considered for reappointment without having to apply, except when the incumbent has indicated that he no longer wants the position.

SECTION I - COACHING

The activities are divided into classifications as outlined below:

- AAA High School Athletic Coordinator

- AA Head Football

- A Head Basketball
Head Soccer
Head Wrestling

- B Head Baseball
Head Softball
Assistant Football (Includes Freshman)
Head Volleyball
Head Lacrosse

- B(1) Middle School Athletic Coordinator
K-8 Athletic Coordinator

- B(2) Middle School Intramural Coordinator

- C Head Swimming
Head Outdoor Track
Assistant Basketball (Includes Freshman)
Assistant Soccer (Includes Freshman)
Assistant Wrestling
Head Indoor Track (co-ed activity; additional 25% of stipend)

- D Head Tennis
- Head Golf
- Head Cross Country (co-ed activity; additional 25% of stipend)
- Assistant Baseball (Includes Freshman)
- Assistant Track (co-ed activity; additional 25% of stipend)
- Assistant Volleyball
- Assistant Softball
- Band Auxiliary Unit Instructor
- High School Cheerleaders
- Assistant Swimming
- Assistant Lacrosse

- E Assistant High School Cheerleaders

- F Middle School Baseball
- Middle School Basketball
- Middle School Soccer
- Middle School Volleyball
- Middle School Cross Country
- Middle School Cheerleaders

Note: F represents an 8 week season for each of the listed activities. Dollar amount to be adjusted on a pro-rated basis according to the number of weeks.

SECTION II - COACHING STIPENDS

CLASSIFICATION

AAA	\$10,916
AA	\$8,734
A	\$8,130
B	\$7,524
B(1)*	\$6,276
B(2)*	\$1,526
C	\$5,894
D	\$5,075
E	\$4,471
F	\$3,766

Notes*: The Athletic Coordinator at Chippens Hill Middle School will receive a stipend equal to 1.5 times the B(1) ratio.

The Intramural Coordinator at Chippens Hill Middle School will receive a stipend equal to 1.5 times the B(2) ratio.

For new personnel who have had experience and should be paid higher than the first step, evaluation for such will be recommended to the Athletic Committee of the Board as suggested by a committee composed of the Superintendent of Schools, Athletic Director and Principal of the school concerned.

SECTION III - OTHER ACTIVITIES

- AA Head Drama.

- A Yearbook Advisor (Ed. & Circ.)
Aide to Principal (K-6)
Student Council Advisor
Instructional Technology Coordinator 6-8
Instructional Technology Coordinator 9-12
Instructional Technology Coordinator K-8

- B High School Instrumental

- C Assistant Drama
Senior Class Advisor (Step 1 only)

- D Newspaper
Junior Class Advisor (Step 1 only)

- E Musical (receives one-half of stipend)
Math League
Sophomore Class Advisor (Step 1 only)

- F Freshman Class Advisor (Step 1 only)
Vocational Clubs - VICA, DECA, TSA, FBLA, FHA/HERD (one stipend per club per school)
Special Elementary/MS/HS Performing Groups*
National Honor Society

*Principal and Supervisor/Director when appropriate to recommend for prior Board approval

SECTION IV - ACTIVITY STIPENDS

CLASSIFICATION

AA	\$8,068
A	\$5,894
B	\$5,082
C	\$4,095
D	\$3,865
E	\$3,574
F	\$2,955

SCHEDULE A-3
REDUCED TEACHING ASSIGNMENTS

All positions of A-3 will be annually filled by the Board upon recommendation of the Superintendent. Teachers shall have the opportunity to apply for these positions at any time during the school year. The incumbent in the position shall automatically be considered for reappointment without having to apply, except when the incumbent has indicated that he no longer wants the position.

CLASSIFICATION

Basic Instruction Rate (per hour) Tutors, Elementary Summer School, Special Education Summer School and Driver Education (Class/Road)	31.15
Teacher-Adult Educ./Adult Bas. Ed.	31.54
Teacher-Summer School (per course) H.S.	1479.45
Teacher-Summer School (per course) M.S.	798.74
Director-Secondary Summer School	8971.30
Director- Elementary Summer School	5832.42
Director - Special Education Summer School	5832.42
Director - Reading Intervention*	
Up to 150	5832.42
151-199	6965.81

200 or more	8266.17
Instructional Resources Coordinator	
First 500 students per building	3268.21
Per additional student**	.76
Coordinator-April Vacation/Saturday Morning	
School*	5087.50
Intramurals (per hour)	25.44
Coaches of Gifted	3053.52
High School Team Leader	3053.52
Middle School Curriculum Coordinator	3053.52
K-8 Curriculum Coordinator	3053.52
K-5 Technology Leader	3053.52
6-8 Webmaster	1842.69
9-12 Webmaster	1842.69
K-8 Webmaster	3053.52
AVID Coordinator*	2035.00
Elementary Science Leader	559.63

* Contingent on grant funding

** The number of students per building will be established each year by the official enrollment on October 1.

SCHEDULE B **REDUCED TEACHING AND DUTY ASSIGNMENTS (HIGH SCHOOL)**

This Schedule is the result of negotiations with the BFT concerning reduced teaching load assignments and duty assignments. All non-teaching duties are to be shared equally except as herein specified. All non-teaching duties not spelled out in this Appendix must be cleared through the Superintendent's office prior to inclusion in any master schedule.

The agreement includes the following stipulations:

High School Athletic Coordinator – regular teaching load with no duties during the school day. In the case where a department head assumes the position, the department head will be relieved of one additional teaching period to allow appropriate department supervision. In the case where the High School Athletic Coordinator is on an academic teaching team, the High School Athletic Coordinator shall teach 6 six classes, and attend Team meetings. He/she shall receive an additional stipend of \$25 per Team Meeting to compensate for loss of preparation period, in accordance with Article 21:5. (e.g. \$2,325 = \$25 x 93

days). No High School Athletic Coordinator shall hold any coaching position included in Schedule A-2.

Middle School Athletic Coordinator - No Middle School Athletic Coordinator shall hold any coaching position included in Schedule A-2.

Technology Education Maintenance Periods - Where needed (as indicated by past practice) to come out of supervisory time.

Activities Director - One less teaching period per school – No duties and no home-room.

Guidance - AM and PM duties and in between class duties as required of all other staff in buildings.

Vocational Coordinators - Teaching load per state guidelines - no duties.


Lab Preps - Full teaching load with lab preps out of duty time. Lab preps not a part of teaching load.

Department Heads - No supervisory duties except AM and PM and between class duties.


Note: The term duty refers only to an assignment such as study hall, corridor or lavatory duty. It does not refer to before or after school duties.

Arbitrators' Signature Page

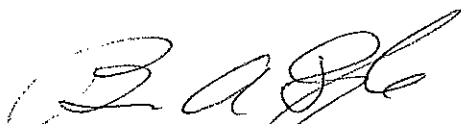
In the Matter of Bristol Board of Education
-and-
Bristol Federation of Teachers
Section 10-153f of the Connecticut General Statutes
Interest Arbitration Award



Leslie A. Williamson, Jr., Esq.
Representing the Interests of the Public in General



John M. Romanow, Esq.
Representing the Interests of the Bristol Board of Education



Brian A. Doyle, Esq.
Representing the Interests of the Bristol Federation of Teachers

In the Matter of Binding Arbitration

Between

BRISTOL

Board of Education

-and-

BRISTOL FEDERATION OF TEACHERS

Subject _____

(Last Best Offer Binding Arbitration)

**OATH FOR
CHAIRPERSON OF ARBITRATION PANEL OR SINGLE ARBITRATOR**

STATE OF CONNECTICUT

COUNTY OF HARTFORD

ss:

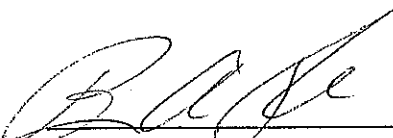
BRISTOL

The undersigned, representing the interests of the public in general, being duly sworn and being aware of the requirements for impartiality, hereby accepts the appointment as Chairperson of the Arbitration Panel or Single Arbitrator to arbitrate the above subject and will faithfully and fairly hear and examine the matters in controversy between the above-named parties, in accordance with Section 10-153f of the Connecticut General Statutes, and will make a just award according to the best of my understanding.



Chairperson, Arbitration Panel or Single Arbitrator

Subscribed and sworn to before me this 20th day of NOVEMBER, 2014.



Signature and Title
Commissioner of the Superior Court

In the Matter of Binding Arbitration

Between

Bristol Board of Education

-and-

Bristol ~~State~~ Teachers

Subject _____
(Last Best Offer Binding Arbitration)

OATH FOR
ARBITRATORS REPRESENTING THE INTERESTS OF THE LOCAL AND
REGIONAL BOARDS OF EDUCATION

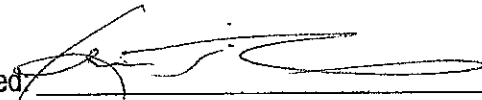
STATE OF CONNECTICUT

COUNTY OF Hartford

ss: Bristol

The undersigned, representing the interests of the local and regional boards of education, being duly sworn, hereby accepts the appointment as arbitrator representing the above-noted interests and will faithfully and fairly hear and examine the matters in controversy between the above-noted parties, in accordance with Section 10-153f of the Connecticut General Statutes, and will make a just award according to the best of my understanding.


Signed



Arbitrator representing the interests of the local and regional boards of education

Subscribed and sworn to before me this 20 day of November, 2014.

Signature and Title


Commissioner of Superior Court

In the Matter of Binding Arbitration

Between

Bristol Board of Education

-and-

Bristol Federation of Teachers

Subject _____
(Last Best Offer Binding Arbitration)


**OATH FOR
ARBITRATORS REPRESENTING THE INTERESTS OF THE EXCLUSIVE BARGAINING
REPRESENTATIVES OF CERTIFIED EMPLOYEES**

STATE OF CONNECTICUT

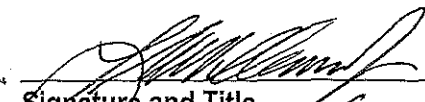
COUNTY OF HARTFORD

ss: Bristol

The undersigned, representing the interests of exclusive bargaining representatives of certified employees, being duly sworn, hereby accepts the appointment as arbitrator representing the above-noted interests and will faithfully and fairly hear and examine the matters in controversy between the above-noted parties, in accordance with Section 10-153f of the Connecticut General Statutes, and will make a just award according to the best of my understanding.

Signed: 
Arbitrator representing the interests of exclusive bargaining representatives of certified employees

Subscribed and sworn to before me this 27th day of November, 2014.


Signature and Title
Commissioner of Superior Court