

CONTRACTUAL AGREEMENTS

BETWEEN THE

BROOKLYN BOARD OF EDUCATION

AND THE

BROOKLYN EDUCATION ASSOCIATION

July 1, 2022 - June 30, 2025

TABLE OF CONTENTS

	<u>PAGES</u>
Preamble	1
Article I - Prerogatives of the Board of Education	1
A. Responsibilities of the Board	1
B. Exercise of Board's Rights	1
Article II - Recognition:	1-2
A. Board's Recognition.....	1
B. Durational Shortage Area Permit.....	1
C. Substitute Teachers	2
Article III - Salary Schedule:	2-3
A. Teaching Salary Schedule -- Appendix A.....	2
B. Extracurricular Salary Schedule -- Appendix B	2
C. Other Considerations	2
D. Placement on Salary Schedule	2
E. Degree Definitions.....	3
F. Credit for Military Service	3
G. Mentor Teacher	3
Article IV - Benefits:	4-7
A. Preamble/Insurance	4
B. Eligibility.....	4
C. Insurance/Resignation/Retirement	5
D. Reimbursement for Courses	6
E. Longevity Clause	6
F. Voluntary Retirement Incentives.....	7
Article V - Leaves of Absence:	7-10
A. Number of Sick Days	7
B. Sick Leave	8
C. Injury Leave	8
D. Personal Leave	8
E. Restrictions on Personal Leave.....	9
F. Professional Days	9
G. Eligibility.....	9
H. Family Medical Leave Act (FMLA)	10
I. Jury Duty	10
Article VI - Salary Payments:	11
A. Method of Payment.....	11
B. Termination of Employment.....	11
Article VII - Payroll Deductions:	10-11
A. Deductions	10
B. Insurance Premium Deductions	11
Article VIII - School Year/Employment Year:	11
A. Employment Year.....	11
B. Workday	11
C. Arbitration.....	11

TABLE OF CONTENTS

(continued)

		<u>PAGES</u>
Article IX	- Membership Dues Deduction:	12
	A. Membership Dues Deduction	12
	B. Hold Harmless Clause	12
Article X	- Miscellaneous:	12-13
	A. Duties/Paraprofessionals	12
	B. Contractual Agreement	13
	C. Negotiations	13
	D. Personnel Files	13
Article XI	- Grievance Procedure:	13-16
	A. Purpose.....	13
	B. Definitions	13
	C. Time Limits	14
	D. Informal Procedure	14
	E. Formal Procedure	14
	F. General	16
Article XII	- Protection of Teachers:	16
Article XIII	- Teaching Assignments:	17-18
	A. Grade/Teaching Assignment	17
	B. Transfers	17
	C. Duties	18
Article XIV	- Class Size:	18
	A. Number of Students	18
	B. Teacher Concerns.....	18
Article XV	- Preparation Periods:	18
	A. Planning Periods	19
	B. Special Education	19
	C. Non-Teaching Day for Pre-K and K Teachers/NAEYC Accreditation.....	19
Article XVI	- Professional Development/Teacher Evaluation:	19
Article XVII	- Released Time for Educational Benefit to the School System:	19-21
	A. In-Service Workshops	19
	B. Curriculum Days.....	20
	C. Sabbatical Leave	20
Article XVIII	- Parent Conferences:	21
Article XIX	- Attendance at Meetings:	21-22
	A. Functions Outside the School Day	21
	B. Expenses	21
	C. Teacher Meetings	22
	D. Vacation Period	22
	E. Workshops	22
Article XX	- BEA/Superintendent Relations Committee:	22

TABLE OF CONTENTS

(continued)

	<u>PAGES</u>
A. Purpose.....	22
B. Membership	22
C. Meetings	22
Article XXI - Special Education/Planning And Placement Team:	23
Article XXII - Substitute Coverage:	23
A. Employee Absence	23
Article XXIII - Resignation Policies:	23
Article XXIV - No-Strike Provisions:	23
Article XXV - Savings Clause:	24
Article XXVI - Holdover:	24
Article XXVII - Reduction in Force:	24-26
A. Fair and Orderly Process.....	24
B. Reasons for Elimination.....	24
C. Definitions	24
D. Procedure.....	24
E. Policy Provisions Not Applicable to Promotions	26
F. Recall Procedure	26
Article XXVIII - Just Cause:	26
Article XXIX - Amendment:	26
Article XXX - Duration:	26-27
A. Agreement.....	26
B. Length of Agreement	27
Signature Page	27
Appendix A - 2022-2025 Certified Teacher Salary Schedules:	28-30
2022-2023 Salary Schedule	28
2023-2024 Salary Schedule	29
2024-2025 Salary Schedule	30
Appendix B - Extracurricular Salary Schedule:	31
Appendix C - Insurance Program:	32-33

PREAMBLE

This Agreement between the **Brooklyn Board of Education** (hereinafter "the Board") and the **Brooklyn Education Association** (hereinafter the "Association" or "BEA") is entered into in accordance with the provisions of the Teacher Negotiation Act, Connecticut General Statutes §10-153a *et seq.*, as amended from time to time.

ARTICLE I: PREROGATIVES OF THE BOARD OF EDUCATION

A. Responsibilities of the Board

It is recognized that the Brooklyn Board of Education has and will continue to retain, whether exercised or not, the sole and unquestioned right, responsibility and prerogative to direct the operation of the public schools in the Town of Brooklyn in all its aspects, including but not limited to the following: to employ, assign and transfer teachers; those powers and duties specified in Connecticut General Statutes §10-220 through 10-222, inclusive; to decide the need for school facilities, programs and personnel; and to suspend or dismiss teachers in accordance with Connecticut General Statutes §10-151. Nothing herein shall be construed to waive the Association's right to demand bargaining over changes in mandatory subjects of bargaining.

B. Exercise of Board's Rights

These rights, responsibilities and prerogatives are not subject to delegation in whole or in part; however, they shall not be exercised in any manner inconsistent with or in violation of specific terms and provisions of this agreement or State law.

ARTICLE II: RECOGNITION

A. The Board recognizes the Association as the exclusive representative as defined in Connecticut General Statutes §10-153b for the group of certified professional teachers employed by the Board in positions requiring a teaching or other certificate, and/or a durational shortage area permit, excluding temporary substitutes and excluding teachers in positions requiring an intermediate administrator or other supervisory certificate.

B. Durational Shortage Area Permit (DSAP)

1. Teachers holding a DSAP shall be covered by all terms and conditions of the collective bargaining Agreement, except as follows:
 - a. Course Reimbursement (Article IV, B).
 - b. Promotions/Transfers (Article XIII, A & B).
 - c. Reduction In Force and Recall (Article XXVII).

d. Just Cause (Article XXVIII).

2. A DSAP holder shall not accrue seniority or length of service for any purpose in the Brooklyn School System. Notwithstanding the foregoing, if a DSAP holder becomes certified as a teacher and is retained by the Board as a teacher after receiving such certification, with no break in service, then the individual shall be credited with seniority and length of service for all purposes under this Agreement, retroactive to the first date of hire by the Board.
3. The Board shall have the right, in its sole discretion, not to renew and/or terminate the employment of a DSAP holder, and the DSAP holder shall have no right to file and/or pursue a grievance under this Agreement with respect to such action

C. Substitute Teachers

1. A "long-term substitute teacher" shall be defined as a certified teacher serving in the employ of the Board of Education in the same assignment for more than forty (40) school days. Normally, a long-term substitute assignment shall be for a term of one school year or less.
2. Long-term substitute teachers shall be paid the BA Step One rate, and shall receive no benefits under this Agreement except fifteen (15) sick days (pro-rated for a partial year of service) and two (2) personal days annually.

ARTICLE III: SALARY SCHEDULE

- A. The Teaching Salary Schedules for the duration of this Agreement are set forth in Appendix A, which is attached hereto and expressly made a part of this Agreement.
- B. The Extracurricular Salary Schedule shall be set forth in Appendix B, which is attached hereto and expressly made a part of this Agreement

C. Other Considerations

1. Compensation for additions to or modifications of existing extracurricular activities shall be by mutual written agreement between the BEA and the Board.
2. Yearly changes of any kind to assigned duties in Section B shall be defined and posted ten (10) working days prior to soliciting personnel for said positions.

D. Placement on the Salary Schedule

1. The Board may grant up to full credit on the salary schedule for teaching experience approved by the Superintendent of Schools at the rate of one (1) school year for the equivalent of one hundred and eighty-two (182) full time student school days. No credit shall be granted for less than ninety (90) student school days in a single school year.

2. Credit may be granted for business or related experience when it is determined by the Superintendent that a particular position is difficult to fill and such experience will contribute to the performance of duties required in the position. Credit will not be allowed unless the individual in question can be certified by the State Department of Education.
3. The parties recognize the Board's rights under this paragraph. In the event that the Board provides salary credit to a newly hired teacher in accordance with the provisions of this paragraph, the Association will not file or pursue any grievance or other claim challenging the Board's action.

E. Degree Definitions

1. Bachelors:

Shall mean a baccalaureate degree earned at an accredited college or university.

2. Masters:

Shall mean a master's degree earned at an accredited college or university.

3. Sixth Year:

Shall mean a second Master's degree in a discipline other than the discipline in which the initial Master's degree was attained; or a Sixth Year certification from an accredited college or university.

4. For the purposes of this Section, an accredited college or university shall be defined as one for which the State Department of Education recognizes for the certification purposes.

F. Credit for Military Service

Qualified teachers who are properly reinstated following qualified military service shall be provided salary and benefits in accordance with state and federal law.

G. Mentor Teacher

The Board shall pay an annual stipend of four hundred dollars (\$400) to any teacher appointed to serve as a Teacher Education and Mentoring Program (TEAM) mentor for the first year of the TEAM program. If the Board decides to assign a new teacher a TEAM mentor for the second year of the TEAM program, it shall pay such mentor an annual stipend of six hundred dollars (\$600). If a teacher is serving as a TEAM mentor to a new teacher and the new teacher leaves the Board's employ for any reason, the stipend will be pro-rated accordingly. Service as a mentor shall be voluntary and all mentors shall have successfully completed TEAM mentor training through the State Department of Education and must be approved by the Superintendent.

ARTICLE IV: BENEFITS

A. Insurance Preamble

This Article contains summaries and descriptions of various insurance benefits. Copies of the actual plans are on file with the Superintendent of Schools.

B. Eligibility

1. The Board shall provide for the teachers and their dependents the insurance benefits listed below. The fringe benefits listed in Sections A and B, shall be prorated for part-time teachers. "Part-time", for purposes of this Section, shall be defined as those teachers who work at least point five (.5) full time equivalent (FTE) and less than full-time. Such part-time teachers shall pay the difference in premium costs, subject to any limitations imposed by the insurance carrier, and based on the teacher's full time equivalent (FTE) percentage.
2. The Board shall provide for the teachers and their dependents the insurance benefits listed below. If the Board desires to implement any new plan and/or carrier, including self-insurance with an experienced third-party administrator, the BEA shall be notified and have the opportunity for input into any Board committee review and the Board shall provide certification that the proposed plan and/or carrier, in fact, is substantially equivalent to or exceeds the existing plan and/or carrier in benefits, coverage and administration. The BEA shall have thirty (30) days to complete its review of the Board's proposed new plan and/or carrier. Should the BEA disagree that the proposed new plan and/or carrier will provide substantially equivalent benefits, coverage, and administration to those currently in place, the BEA must identify, in writing, the specific reason(s) for its conclusion that the Board's proposed new plan or carrier is not considered substantially equivalent. Should the BEA disagree that the proposed new plan and/or carrier will provide substantially equivalent benefits, coverage, and administration to those currently in place; the BEA may request arbitration under this Agreement before an impartial arbitrator with expertise in insurance matters. The BEA must request arbitration within thirty (30) days of the Board's proposed change. If the BEA fails to request arbitration within thirty (30) days of the Board's proposed change, the BEA waives the right to contest the Board's proposed change.
3. Group Medical Insurance:
 - a. On the terms and conditions set forth below, the Board shall offer the following plan designs for the Preferred Provider Organization (PPO) and High Deductible Health Plan (HDHP) plans, set forth below:
 - b. High Deductible Health Care Plan design with a Health Savings Account Feature (HSA Plan):
 - (1) Enrollment in the HDHP shall be mandatory for teachers hired on and after July 1, 2013.

- (2) The details of the HDHP Plan are described in summary form in Appendix C for informational purposes.
- (3) The Board will contribute fifty percent (50%) of the applicable HDHP deductible amount. The Board's contribution toward the HDHP deductible will be deposited into the HSA accounts two (2) times per year, with the first payment made on or around September 1st and the second payment on or around January 1st. For teachers enrolling for the first time in the HDHP, the Board shall fund its total contribution to the deductible amount on or around July 1st of the first year of enrollment. For teachers not eligible for an HSA account, and enrolled in the HDHP, the Board shall make the monetary value of the Board contribution to the applicable deductible amount as compensation to the teacher. The parties acknowledge that the Board's contribution toward the funding of the HSA (or additional compensation in lieu of an HSA contribution) is not an element of the underlying insurance plan, but rather relates to the manner in which the deductible shall be funded for actively employed teachers. The Board shall have no obligation to fund any portion of the HDHP deductible for retirees or other individuals upon their separation from employment.

4. Group Dental Insurance

A Full-Service Blue Cross Dental Plan including Rider A will be provided.

5. Group Term Life Insurance

The Board will provide fifty thousand dollars (\$50,000) group life insurance with accidental death and dismemberment insurance for each teacher who requests such coverage, subject to any limitations imposed by the carrier(s).

6. Premium Cost Share

	<u>Life</u>	<u>Dental</u>	<u>HDHP</u>
a. 2022-2023:	21%	21%	21%
b. 2023-2024:	21.5%	21.5%	21.5%
c. 2024-2025:	22%	22%	22%

7. Section 125 Plan

Participating teachers shall make such premium contributions through payroll deduction. The Board will make an I.R.S. Section 125 plan available to teachers making such contributions.

- C. If a teacher resigns or retires, and his or her resignation and/or retirement date is effective after the last day of the teacher work year, and assuming that the teacher's premium contributions have

been made in full, insurance coverage as listed in Sections A and B shall continue through July 31st of the calendar year in which the resignation/retirement becomes effective, subject to any limitations imposed by the insurance carrier, on the same terms and conditions as applicable to active teachers.

D. Reimbursement for Courses

1. The Board will reimburse each teacher for the cost of courses taken each year (September 1st to August 31st) up to five hundred thirty-three dollars (\$533.00) per credit for the first course, not to exceed three thousand two hundred dollars (\$3,200) for six (6) credits total for the year, for tuition costs directly associated with courses taken in connection with a planned program of study, and/or additional graduate work in a teacher's major field, and/or courses which are in the interest of the school system, subject to the prior consent of the Superintendent of Schools. Costs directly associated with courses shall be limited to tuition, fees, and books, and shall be limited to the school year in which the teacher commences work in the course. Reimbursement shall only be permitted for courses that are taken through an accredited institution and approved in advance by the Superintendent. The maximum aggregated payments to the bargaining unit as a whole for course reimbursement under this Section shall not exceed an annual total cost of fifteen thousand dollars (\$15,000). Tuition reimbursement will be awarded on a first come, first serve basis provided the criteria above has been met.
2. Upon proof of payment and satisfactory completion of course(s), payment will be made no later than the first paycheck following the Board approval of payment of such bill.
3. Teachers who successfully complete a planned program for an advanced degree by January shall be advanced on the salary scale for that degree in February, provided that the Superintendent is notified of the advancement at least by the preceding October 1st and that proof of the advanced degree is provided by February 1st. If the advancement is sought for September, the Superintendent must be notified by the preceding April 1st and proof of changed degree status provided prior to advancement.
4. Only full-time teachers shall be eligible for course reimbursement under this Section.

E. Longevity Clause

1. Teachers shall receive longevity payment during the year following the fifteenth (15th) year of employment in the Brooklyn School System. Such employment need not be continuous; present employment will be bridged with past employment. However, present employment must be full-time and continuous for the five (5) years preceding the longevity payment in order to qualify for this benefit if such employment totals more than ninety (90) days in any one year.
2. The dollar amount shall not be included as part of salary nor considered part of salary base for future computation. The Board shall reimburse annually all qualifying full-time teachers a longevity payment as follows:

<u>Completed Service</u>	<u>Amount</u>
a. Fifteen (15) Years:	Three hundred dollars (\$300)
b. Twenty (20) Years:	Three hundred fifty dollars (\$350)
c. Twenty-five (25) Years:	Four hundred dollars (\$400)

3. Longevity reimbursement shall be made in two (2) equal payments during the months of December and June, except that a retiring teacher shall receive, during the month immediately following retirement, a prorated payment based on the proportion of the six (6) month period served prior to the effective date of his or her retirement.

4. Only full-time teachers hired prior to July 1, 2007, will be eligible for longevity payments.

F. Voluntary Retirement Incentives

1. The Board shall reimburse all full-time teachers hired on or before June 30, 2016, upon retirement pursuant to the Connecticut Teachers' Retirement Board regulations, after twenty (20) years in the Brooklyn School system at the rate equal to ninety dollars (\$90) per day for all unused sick days accumulated. The number of sick days which may be accumulated will be one hundred eighty-five (185) days. The Board shall pay the above amount as a death benefit to the named beneficiary after twenty (20) years of service in the Brooklyn School System.
2. The Board of Education may elect at any time to implement a voluntary retirement incentive plan(s), in addition to the above retirement benefit, with such terms and for such duration as the Board deems to be in the best interests of the school district.
3. If the teacher has not given the Board at least one (1) year's written notice of his/her intention to retire, the Board in its sole discretion may elect to pay one-half (1/2) of the amount due under this paragraph upon retirement and to delay payment of one-half (1/2) of the amount due under this paragraph until the following fiscal year.
4. Part-time teachers hired on or before June 30, 2016, upon retirement pursuant to the Connecticut Teachers' Retirement Board regulations, after twenty (20) years in the Brooklyn School System shall be eligible for the above benefit on a pro-rated basis. As such, the contribution shall be based on the teacher's full-time equivalent (FTE percentage (for example, a 0.5 FTE would be eligible for forty-five dollars [\$45.00] per day for all unused sick days accumulated up to the maximum of one hundred eighty-five [185] days).

ARTICLE V: LEAVES OF ABSENCE

A. Number of Sick Days

Teachers shall be entitled to sick leave, up to fifteen (15) days per year, with full pay for personal

sickness or personal injury, for which the teacher's absence from school is required. Unused sick leave shall be accumulated from year to year, up to, but not to exceed the maximum number of days in the teacher work year so long as the teacher is continuously in the service of the Board.

B. Sick Leave

1. The Board may require a physician's statement certifying illness and fitness to return to work after absences of four (4) or more consecutive days.
2. Upon written request of her physician, in consultation with a physician designated by the Board, a pregnant teacher may ask to be transferred to any suitable temporary position which may be available when there exists a risk of contagion of a disease potentially harmful to the fetus (including but not limited to Fifth Disease). If no such position is available, then the teacher may be excused from duties, provided that such leave shall be charged to sick leave to the extent accrued and shall thereafter be without pay but with benefits. Such teachers shall return after tests establish immunity from the disease or when otherwise her physician, in consultation with a physician designated by the Board, determines the teacher may return to work. If the Superintendent determines that such a teacher must remain at home, the teacher shall receive leave with full pay and benefits for the duration of her exclusion from school.

C. Injury Leave

Whenever a teacher is absent from school as a result of a personal injury caused by an accident or an assault arising out of and in the course of his/ her employment which is compensable under the Workers' Compensation Act and verified through a physician's certificate, he/she shall be paid his/her full net salary by the Board (less the amount of any worker's compensation award made for the temporary disability) without having such absence charged to his/her annual or accumulated sick leave. The maximum number of days such benefits shall accumulate shall be ninety (90) school days. If such teacher is still disabled after ninety (90) school days, he/she may remain employed at full net salary (less the amount of any worker's compensation award made for the temporary disability) for the duration of any accumulated sick leave. All examination costs for physicians designated by the Board shall be met by the Board. A day's sick leave shall be equated with a day's absence. Teachers shall report immediately, in writing, to their Principal or Superintendent all such cases of personal injury caused by accident or assault.

D. Personal Leave

1. The number of personal days available to full-time teaching staff members shall be five (5) per year, accumulative to ten (10). Requests for personal days may be stated in general terms and shall be granted for the following reasons provided the matter cannot be scheduled outside the school day:
 - a. Events of extreme importance, marriage, illness, or other events of consequence in the immediate family (i.e., spouse, father, mother, brother, sister, children, grandmother,

grandfather). In special cases approved in advance by the Superintendent, teachers may also receive paid personal leave to attend to such important personal events for guardians or close friends.

- b. Business of a legal nature.
 - c. Religious holidays.
 - d. Funeral Leave:
 - (1) Three (3) additional days will be granted per death within the family as follows: spouse, father, mother, brother, sister, children, and grandparents.
 - (2) Additional funeral leave may be approved in advance by the Superintendent for extenuating circumstances.
 - e. Personal business of a serious nature, which cannot be conducted at any other time. Personal days taken for this reason shall not exceed two (2) in any school year.
2. If a teacher requests a personal day not included in the above-mentioned categories, the Superintendent in his or her sole discretion may grant such personal leave with or without pay, provided that if leave is granted with pay, the cost of the substitute's pay will be deducted from one/one-hundred eighty-eighth (1/188) of the teacher's salary.
3. Restrictions on Personal Leave

In order to prevent disorganization of classes and abuse of the privilege of a day for personal leave (whether paid or not paid), personal leave shall not be granted on the last day before a school holiday or on the first day of school after a holiday (except when extenuating circumstances occur, subject to the approval of the Superintendent). Nor shall leaves of absence for either professional or personal reasons be granted during the first two (2) weeks of the school year or anytime during the month of June, except in the case of dire emergencies, which shall be subject to the decision of the Superintendent of Schools.

E. Professional Days

- 1. Professional days are a matter of school related business as approved by the Superintendent of Schools in writing in advance and as such shall not be deducted from personal days.
- 2. Such professional days shall be used for conference/seminar activities related to the teacher's assignment. Teachers are encouraged to attend such activities within the guidelines of reasonableness and budgetary restrictions.

F. Eligibility

Fringe benefits listed in Sections A through E inclusive shall apply to those teachers in the

bargaining unit who work full-time and will be prorated for those teachers who work less than full-time.

G. Family Medical Leave Act (FMLA)

The Board shall comply with its obligations under the Family Medical Leave Act (FMLA), codified at 29 U.S.C. §2601 *et seq.*, as amended. All teachers will be required to use accrued paid sick leave concurrently with their qualifying FMLA leave.

H. Jury Duty

Any teacher who is called for jury duty shall receive the necessary leave to fulfill this legal obligation. This leave shall not be deducted from sick leave or from personal days. The teacher shall receive a rate of pay equal to the difference between the professional salary and the jury fee. Any teacher receiving notice of jury duty shall immediately forward a copy of such notice to his/her building principal.

ARTICLE VI: SALARY PAYMENTS

A. Method of Payment

1. The teachers employed in the Brooklyn School System will have a choice of the following methods of payment. Determination will be rendered by the teacher at the time the salary agreement for the school year is signature affixed:
 - a. Paid every other Friday over twenty-two (22) periods of equal distribution of gross pay.
 - b. Paid every other Friday on twenty-one (21) such pay Fridays, each such pay period to be for one/twenty-sixth (1/26) of annual salary and one additional paycheck at the end of the school year for five/twenty-sixth (5/26) of annual salary.
2. Teachers are required to utilize an electronic direct deposit account for the receipt of their salary payments.

B. Termination of Employment

If termination of employment comes prior to the end of the regular school year, each teacher's pay shall be prorated on the basis of number of days taught.

ARTICLE VII: PAYROLL DEDUCTIONS

A. Deductions

The Board agrees to provide the following payroll deductions in addition to the mandatory categories of Social Security Tax, Withholding U.S. Income Tax, Connecticut Income Tax and Teacher's Retirement:

1. Insurance premiums for plans offered pursuant to this Agreement.
 2. Tax Sheltered Annuities.
 3. Credit Union.
 4. Association Dues - BEA, CEA, NEA.
 5. U.S. Savings Bonds.
 6. Direct deposit of paychecks in the financial institution of the teacher's choice.
 7. AFLAC New York Insurance.
- B. Insurance premium deductions shall be deducted in nearly equal amounts as practicable, as provided for in subsection A1, herein.

ARTICLE VIII: SCHOOL YEAR/EMPLOYMENT YEAR

A. Employment Year

1. The teacher work year for 2022-2025 shall be one hundred eighty-eight (188) days, including one hundred eighty-two (182) full school session days as defined in the Connecticut General Statutes. If the Board elects to increase the employment year, the Board shall negotiate with the Association over the impact of such increase on teachers' salaries.

2. **New Teacher Orientation**

Association representatives shall be provided one (1) hour during the new teacher orientation program to exclusively speak with the new hires and carry out Association activities, including but not limited to the distribution of Association membership materials. Such new teacher orientation activities shall be non-disruptive to the overall orientation program.

B. Workday

If the Board elects to increase the teacher's regular workday more than a de minimus amount beyond a seven (7) hour workday, it will negotiate the impact of such change on teachers' salaries with the Association.

C. Arbitration

Arbitration provided above shall be final offer issue-by-issue interest arbitration using standards and criteria set forth in Connecticut General Statutes §10-153a et seq. (the Teacher Negotiation

Act). The Association shall have a sixty (60) day period from notice of the proposed change for negotiation under the above Sections. Failure to demand negotiations or arbitration within such period shall be deemed a waiver of impact bargaining. Nothing herein shall preclude the parties from using the services of a mediator.

ARTICLE IX: MEMBERSHIP DUES DEDUCTION

- A. Upon the submission of a voluntary written authorization signed by a teacher, the Brooklyn Board of Education agrees to deduct from the teacher an amount equal to the Association membership dues by means of payroll deductions.
- B. Membership Dues Deduction
1. The amount of the Association membership dues shall be certified by the Association to the Board prior to the opening of each school year. No later than the first paycheck in October of each school year, the Board will provide the Association with a list of all active teachers of the Board and the positions held by said teachers. This list shall include a certification of deductions for Association membership dues for each teacher. The Board shall notify the Association monthly of any change in said list.
 2. The Board agrees to forward to the Association each month (September through May) a check for the amount of money deducted during that month for membership dues.
- C. Hold Harmless Clause

The Association shall hold the Board harmless against any and all claims, demands, liabilities, lawsuits, counsel fees or any other costs which may arise out of or be by reason of the administration or enforcement of the provisions of this Article, including but not limited to administrative or judicial proceedings.

ARTICLE X: MISCELLANEOUS

- A. Duties/Paraprofessionals
1. The Board and the Association agree that teaching personnel have primarily an instructional responsibility to the school system and that their pursuits shall be utilized with this premise receiving the highest priority. When duties are assigned, the Board shall endeavor to assign them as minimally and equitably as possible.
 2. Additionally, in the totality of the term "to teach" children, the Board and the Association agree that there are other learning situations outside the classroom that require teacher involvement and interaction so that comprehensive learning by all students may be derived

and the participation of the teacher in these situations is vital to the "whole" learning process of the Brooklyn students.

3. The Board and Administration welcome recommendations from the Association as to the most productive use of paraprofessional personnel.

B. Contractual Agreement

A copy of the collective bargaining Agreement shall be posted on the District's website.

C. Negotiations

If negotiation, mediation or arbitration meetings between the Board and Association are scheduled by the Board and/or the State Board of Education during working hours, at least three (3) representatives of the Association shall be relieved from all regular duties without loss of pay, as necessary, in order to permit their attendance at such meetings.

D. Personnel Files

1. If a teacher is asked to sign material placed in his/her file, such signature shall be understood to indicate his/her awareness of the material, but in no instance shall said signature be interpreted to mean agreement with the content of the material.
2. No material shall be used as the basis for any subsequent adverse personnel action unless the material has been placed in the file on or about the time of its receipt by the administrator.

ARTICLE XI: GRIEVANCE PROCEDURE

A. Purpose

The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to problems, which may arise involving the interpretation or application of this Agreement. Both parties agree that proceedings shall be kept as confidential as is appropriate.

B. Definitions

1. Grievance shall mean:
 - a. A claim of violation, misinterpretation, or misapplication of the specific provisions of this Agreement.
 - b. A claim of violation, misinterpretation or misapplication of the Board's rules, regulations, policies, or conditions of employment. The Board's decision under this subparagraph shall be final.

2. "Teacher(s)" shall mean any person or any group of persons in the bargaining unit.
3. "Party in interest" shall mean the person or persons making the claim, including their designated representative as provided for herein, and any person or persons who might be required to take action or against whom action might be taken in order to resolve the problem.
4. "Days" shall mean days when school is in session. During the summer recess, days shall mean business days.

C. Time Limits

1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each step shall be considered as a maximum. The time limits specified may be extended only by mutual consent in writing of the Superintendent and the President of the Association.
2. If a teacher or teachers does/do not file a grievance in writing within fifteen (15) days after he/she/they knew or should have known of the act or condition on which the grievance is based, then the grievance shall be considered to have been waived.
3. Failure by an aggrieved teacher or aggrieved teachers at any level to appeal to a grievance within the specified time limits shall be deemed to be acceptance of the decision rendered at that level.

D. Informal Procedure

1. A teacher or teachers with a grievance or his/her/their representative designated in writing by the grievant shall first discuss it with the Principal or immediate supervisor with the objective of resolving the matter informally.
2. If the teacher or teachers is/are not satisfied with such disposition of the matter, he/she/they shall have the right to have an Association representative assist him/her/them in further efforts to resolve the problem informally.

E. Formal Procedure

1. Level One - School Principal

- a. If the aggrieved teacher(s) is/are not satisfied with the outcome of informal procedures, he/she/they may present his/her/their claim as a written grievance to his/her/their Principal or other appropriate administrator.
- b. The Principal shall, within seven (7) days after receipt of the written grievance, render his/her decision and the reasons therefore in writing to the aggrieved teacher(s), with a

copy to the President of the Association. Nothing herein shall prohibit the Principal from distributing his/her decision to members of the Administration or Board of Education.

2. Level Two - Superintendent of Schools

- a. If the aggrieved teacher(s) is/are not satisfied with the disposition of his/her/their grievance at Level One, he/she/they may, within seven (7) days after the decision at Level One, file his/her/their written grievance with the Superintendent of Schools.
- b. Within seven (7) days after receipt of such written grievance the Superintendent shall meet with the aggrieved teacher(s) and his/her/their designated representative, if any, for the purpose of resolving the grievance.
- c. Within seven (7) days after such meeting, the Superintendent shall render his/her decision and reasons therefor, in writing, with a copy to the President of the Association.

3. Level Three - Board of Education

- a. If the Association and the aggrieved teacher(s) is/are not satisfied with the disposition of his/her/their grievance at Level Two, the Association may, within seven (7) days after the decision, appeal such decision to the Board.
- b. Within ten (10) days after receipt of such written grievance, the Board shall meet with the aggrieved teacher(s) and his/her/their Association representative, for the purpose of resolving the grievance.
- c. Within ten (10) days after such meeting the Board shall render its decision and the reasons therefore, in writing, to the aggrieved teacher(s), with a copy to the President of the Association.

4. Level Four - Binding Arbitration

- a. If the Association and the aggrieved teacher(s) are not satisfied with the disposition of the grievance at Level Three, they may submit the grievance to binding arbitration within seven (7) days after the decision at Level Three. Only the Association, and not an individual or group of individuals, shall be permitted to submit a grievance to arbitration.
- b. Arbitration shall be conducted by the American Dispute Resolution Center (ADRC) in accordance with its procedures and resolutions. The Arbitrator shall be bound by and must comply with the terms of this Agreement. The Arbitrator shall hear and decide only one (1) grievance in each case. The Arbitrator shall not add to, delete from, amend, alter or modify any provision of this Agreement.
- c. The costs for the services of the Arbitrator will be borne equally by the Board and the Association.

F. General

1. It will be the practice of all parties in interest to process grievances after the regular workday or at other times, which do not interfere with assigned duties. Every effort will be made by the parties to avoid interruption of the educational program and to avoid the involvement of students in all phases of the grievance procedures.
2. If it is necessary for an arbitration hearing (see paragraph E-4) to be held during school hours, the grievant(s), one (1) witness selected by the grievant(s), and a representative of the Association shall be relieved of all regular duties without loss of pay or personal leave as is necessary in order to attend such hearing.
3. Any documents relative to this grievance procedure shall be filed in a separate file and shall not become part of a teacher's personnel record.
4. No reprisals of any kind shall be taken by either party against any participant in a grievance procedure by reason of such participation.
5. Failure at any step of this procedure to communicate a decision within the specified time limits shall be deemed a denial of the grievance and shall permit the grievant to proceed to the next step. Failure at any step to appeal within the specified time limits shall be considered acceptance of the decision rendered, and such decision shall be binding.
6. Nothing contained herein shall be construed to prevent any individual teacher from informally discussing a complaint with his/her immediate supervisor or processing a grievance on his/her own behalf through Levels One and Two in accordance with the grievance procedures as set forth hereinabove. Any teacher may be represented by a representative of his/her own choosing at Levels One and Two provided that such individual is not a representative or officer of any other teacher organization other than the Association. When a teacher is not represented by the Association, the Association shall have the right to be present and to state its views at all levels of the grievance procedure.

ARTICLE XII: PROTECTION OF TEACHERS

- A. Teachers shall report immediately in writing to their Principal and to the Superintendent all cases of assault suffered by them in connection with their employment.
- B. Any complaint made against a teacher which may adversely affect the teacher by a parent, student, or other person shall be called to the attention of the teacher. In no case shall any anonymous and/or unverified complaint be placed in any teacher's file. Nothing in this provision shall serve as an impediment to the Board in carrying out its obligations to investigate matters in accordance with state and federal law.
- C. The Board shall comply with its obligations set forth in Connecticut General Statutes, Sections 10-235, 10-235a and 10-233g.

ARTICLE XIII: TEACHER ASSIGNMENTS

A. Grade/Teaching Assignments

1. The teachers, when initially employed by the Board, shall receive their grade and subject assignments from the Superintendent or his/her agent.
2. Teachers already in the system shall receive written notification of their program for the ensuing year prior to the close of the current school year.
3. In the event of a change in circumstances after notification of assignment has been given, such assignments may be changed only as required thereby, with written notice to both the affected teacher and the Association President. If the teacher is required to move from one (1) grade level to another after the start of the school year, the teacher shall be paid one hundred dollars (\$100) to make the move. Such move must be done during the teacher's non-working hours.
4. In the determination of teaching assignments, the best interest of the students, the teacher and the school system shall receive the highest priority of consideration. To the extent possible, individual teacher preferences and requests will be complied with.

B. Transfers

1. The Brooklyn School faculty will be advised of new positions or vacancies for a minimum of five (5) business days prior to these positions and vacancies being posted to outside parties. Postings shall set forth the job qualifications for the position. During the summer break, e-mail notification shall be sent to the President of the BEA and to those teachers who have indicated to the Superintendent interest in position changes. Such interest shall be indicated via the June checkout list for professional staff members. A "vacancy" shall be defined as a position opening caused by death, retirement, discharge, resignation or creation of a new position. Vacancies shall be posted after any transfers are made by the Superintendent or his/her designee.
2. Teachers who desire a change in assignment or a transfer to another position shall file a written statement of such desire with the Superintendent no later than March 1st. Such statement shall include the grade and/or subject to which the teacher desires to be assigned or to be transferred. Notice of transfer shall be given to teachers as soon as practicable and under normal circumstances no later than June 1st. Where no response is given by June 1st, the teacher will receive a personal explanation, with a written response as soon as practicable.
3. A teacher wishing to be considered for a vacant position may submit his/her request for the vacancy in writing. If said teacher also requests a meeting, the Superintendent shall meet with the teacher within ten (10) business days of receipt of the request. At such meeting, the teacher may present any information he/she feels relevant to the position.

C. Duties

1. The building Administration shall make every attempt to minimize duties. The Administration shall also make every effort to ensure that duty assignments shall be shared on an equitable basis by the teachers in the building. Duties shall not include any responsibilities that are provided compensation under Appendix B (Extracurricular Salary Schedule).
2. The President of the Brooklyn Education Association shall be assigned no additional duties beyond his/her teaching assignment and shall be free to carry on BEA business and leave the building during school hours to meet with Administration, except during his/her teaching periods.

ARTICLE XIV: CLASS SIZE

A. Number of Students

The Board and the Association agree that the number of students assigned to an instructional offering may have a significant effect upon the educational growth and achievement of those students. It is further agreed that the Board and Administration will attempt to limit the number of students assigned to an instructional offering so as to always be able to achieve the maximum student learning possible.

B. Teacher Concerns

To these ends, the Board and Association agree that any teacher responsible for an instructional offering may at any time bring his/her concerns for educational growth taking place within any setting because of class size to the school administration through the Principal. Following a review of all aspects of the noted situation, a written list of alternatives will be provided by the administrator where feasible, within the limits of funds and facilities available. Whenever the number of students assigned to a given class exceeds thirty (30) students, the administration shall consider whether the alternatives of team teaching or an additional preparation period would facilitate maximum student learning, where such alternatives are feasible and within the limits of funds, facilities, and resources available.

ARTICLE XV: PREPARATION PERIODS

A. Planning Periods

1. All teachers shall have at least four (4) duty-free planning periods per week in addition to their duty-free lunch period. There shall be an additional duty-free planning period per week for those teachers working at the middle school level. All such duty-free planning periods shall be equivalent in time to the time of an instructional period, in accordance with the schedule in place for the 2021-2022 school year.

2. In addition to the four (4) duty-free planning periods (equivalent in time to the time of an instructional period as set forth above), there shall be an additional twenty-five (25) consecutive minutes of duty-free planning time for those teachers working at the elementary school level.

B. Special Education

All special education teachers shall have one (1) more duty-free preparation period per week than other teachers within the same building.

C. Non-Teaching Day for Pre-K and K Teachers/NAEYC Accreditation

The Board shall provide each Pre-K and K teachers with a non-teaching schedule for seven (7) days in one (1) year every five (5) year cycle, to be scheduled as determined by the administration, for the purpose of preparing for the NAEYC accreditation process. The non-teaching days shall be used as directed by the administration to prepare for the NAEYC accreditation process.

ARTICLE XVI: PROFESSIONAL DEVELOPMENT/TEACHER EVALUATION

- A. The Board and the Association acknowledge that the subject of teacher evaluation is governed by Section 10-151b of the Connecticut General Statutes.
- B. Within the guidelines established by the State Department of Education, the Board shall establish a district wide Professional Development/Teacher Evaluation Committee which shall have two (2) teachers, appointed to the committee by the BEA President, and any other school personnel the Board and/or the Superintendent, or his/her designee, deem appropriate. Within such State Department of Education guidelines, the duties and responsibilities of the Professional Development/Teacher Evaluation Committee shall include, but not be limited to, the development, evaluation and annual updating of a comprehensive local professional development and teacher evaluation plan for teachers.
- C. A teacher may file a grievance pertaining to an alleged violation of the established procedures for teacher evaluation, in accordance with Article XI (Grievance Procedures), Section B, Paragraph 1.b of this collective bargaining Agreement.

ARTICLE XVII: RELEASED TIME FOR EDUCATION BENEFIT TO THE SCHOOL SYSTEM

A. In-Service Workshops

The Brooklyn Board of Education concurs with the need for a limited number of release time days for the purpose of parent conferences, curriculum workshops and other requirements felt necessary for the successful operation of the educational program. So as to provide maximum

benefit and advantage to workshop type meetings, a cooperative effort will be undertaken between the school administration and faculty in the planning of such activities.

B. Curriculum Days

Curriculum days and/or workshops shall be scheduled on alternate days of the week when possible. School schedules shall be adjusted to prevent the ongoing loss of any special subject/activity when possible.

C. Sabbatical Leave

1. A sabbatical leave may be granted only to a teacher with permanent certification for work in a field, which is of education benefit to the Brooklyn Public Schools subject to the following conditions:
 - a. Only one (1) member of the teaching staff may be on sabbatical leave at any one time.
 - b. A sabbatical leave may be either one (1) semester or one (1) full school year as long as it is not disruptive to the educational program.
 - c. Such sabbatical leave shall be without pay although insurance benefits, subject to insurance carrier regulations, shall remain in effect, the cost of which shall be paid in accordance with Article IV-A.; additionally, the Board will reimburse any teacher on sabbatical leave up to one thousand four hundred dollars (\$1,400) for costs directly associated with courses taken as defined in Article IV, paragraph B-1 and 2 of this Agreement.
 - d. Upon return to employment in the Brooklyn Public Schools, the professional staff member shall be credited with all unused sick leave/personal leave accumulated prior to said sabbatical leave; credit will be granted for the sabbatical leave period toward longevity pay and the step on the salary schedule.
 - e. The teaching staff member shall agree to return to employment in the Brooklyn Public Schools immediately following such leave for a minimum of one (1) school year. If such leave is for the fall semester, then the return to employment must last at a minimum for the balance of the school year. If the leave is during the spring semester, then the teacher must return for at least another full year of employment.
 - f. Upon return to employment, such professional staff member shall be assigned to the same position held prior to the leave or a substantially equivalent position if one is available or to a position within the member's certification area.
 - g. A minimum of seven (7) full years of employment in the Brooklyn Public Schools in a position requiring certification is necessary in order to qualify for sabbatical leave.

- h. A written application requesting such leave shall be submitted to the Superintendent no later than February 1st of the year proceeding the requested sabbatical leave period. Such deadline may be waived at the discretion of the Superintendent when fellowships, grants or scholarships are awarded later in the year, making such a deadline unreasonable.
2. Such sabbatical leave shall be subject to the recommendation of the Superintendent and approval by the Board of Education. Such action shall be taken at the February meeting of the Board of Education.

ARTICLE XVIII: PARENT CONFERENCES

In addition to the conferences listed below, each teacher shall endeavor to hold at least two (2) teacher-initiated conferences with the parent or guardian of each of his/her pupils during the school year. The conferences shall take place at a mutually convenient time and place or via telephone. Written, e-mail and/or verbal communication shall be considered fulfillment of this requirement, if the parent expresses a preference for such communication in lieu of a personal conference, when given the option. Each teacher shall provide the Principal, quarterly, in writing, a list of conferences held or attempts made during the quarter. Report cards and progress reports do not fulfill a teacher's obligations under this Article. Teachers in physical education and elective areas shall use their best efforts to contact parents regarding specific problems or exceptional circumstances regarding their child. The parties acknowledge that teachers have a professional responsibility to respond to parent-initiated requests for conferences and/or other forms of communications with teachers.

ARTICLE XIX: ATTENDANCE AT MEETINGS

A. Functions Outside the School Day

The Board and the Association agree that teachers shall attend four (4) functions outside the regular workday as specified by the administration per school year, as a professional responsibility to the educational program for purposes including but not limited to fall and spring parent conferences, Open House, educational programs, and extracurricular activities. Due consideration of teacher input in the planning of these meetings will be given to assure that participation in such activities shall not extend beyond 10:00 p.m. unless by mutual agreement with the Association and the Superintendent. A committee consisting of representatives of the elementary school, the middle school, the Board and the Administration shall meet to develop procedures to encourage teacher participation in other school related functions.

B. Expenses

The Board shall reimburse the teacher costs accrued for any mileage expenses (at the current Internal Revenue Service rate) and conference fees, (e.g., reasonable cost of meals, registration,

and material expenses) incurred when such conference/workshop is in addition to those stated in Article XIX, Section A and when at the direction of the Superintendent of Schools.

C. Teacher Meetings

One (1) regular monthly afternoon professional teacher meeting shall be scheduled at each school and shall not extend more than one (1) hour past the close of the workday unless by mutual agreement between the Association and the Superintendent of Schools. Morning professional teacher meetings shall not commence prior to 8:30 a.m., under the existing time frame, unless by mutual agreement between the Association and the Superintendent of Schools. The Administration at each school may schedule, with notification provided at the start of the school year, three (3) additional faculty meetings during the school year.

D. Vacation Period

There shall be no weekend, holiday, or vacation period meetings unless by mutual agreement with the Brooklyn Education Association and the Brooklyn Board of Education, subject to Article VIII (School Year/Employment Year) of this Agreement.

E. Workshops

Teachers shall be encouraged to participate in relevant workshops and conference activity to further enhance their professional expertise.

ARTICLE XX: BEA/SUPERINTENDENT RELATIONS COMMITTEE

A. Purpose

A BEA/Superintendent Relations Committee shall be set up as a medium to achieve rapport between the Superintendent and the teachers. Any areas of concern that affect the teachers in their professional role may be discussed.

B. Membership

Teacher members on the committee will be selected by the BEA. The Superintendent may request other administrators to participate from time to time.

C. Meetings

Meetings may be requested by either the BEA or the Superintendent and shall be scheduled by mutual agreement. Meetings shall occur no more frequently than once per month, unless the BEA and Superintendent mutually agree otherwise.

ARTICLE XXI: SPECIAL EDUCATION/PLANNING AND PLACEMENT TEAM

When Pupil Placement Team (PPT) meetings are held during the school day, and a teacher is required to attend the PPT, the teacher shall be released from other assigned duties in order to permit such attendance. The administration shall use its best efforts to notify affected teachers of the PPT meetings at least five (5) days in advance, unless parental notice has been waived, and will provide coverage for the teacher to permit such attendance.

ARTICLE XXII: SUBSTITUTE COVERAGE

A. Employee Absence

In the event a teacher with classroom responsibilities is absent, the Board will provide coverage for that teacher in the following order of priority:

1. Hire a substitute.
2. If no suitable substitute is available, a teacher on administrative time or a teaching staff member on planning time will be expected to give up such time (not to exceed one [1] planning period per school year).
3. If no teacher on administrative time is available or teaching staff member on planning time is available (not to exceed one [1] planning period per school year) a teacher on planning time shall be paid at the rate of twenty-seven dollars and fifty cents (\$27.50) for each full class period or portion of a class period, which portion is of at least twenty (20) minutes duration, covered.

ARTICLE XXIII: RESIGNATION POLICIES

The parties to this Agreement undertake to emphasize to the entire professional staff that the formal education of the school children is usually affected adversely by personnel changes during the school year. Contracts are entered into for the purpose of assuring uninterrupted services as well as for the purpose of giving individuals assurance of employment. Therefore, teachers may resign by submitting a written notice at least thirty (30) calendar days prior to the desired resignation date.

ARTICLE XXIV: NO-STRIKE PROVISIONS

The Association agrees that it shall not call, authorize, instigate, sanction or condone any strike, slowdown, work stoppage or other concerted refusal to perform an assignment on the part of any teachers during the period of this Agreement, or any extension thereof.

ARTICLE XXV: SAVINGS CLAUSE

In the event that any provision or portion of this Agreement is ultimately ruled unlawful or invalid for any reason by an authority of established and competent legal jurisdiction, that provision or portion shall be severed from this Agreement, and the balance and remainder of this Agreement shall remain in full force and effect.

ARTICLE XXVI: HOLDOVER

In the event that the Association and the Board fail to secure a successor Agreement prior to the termination of this Agreement, the Association and the Board may, by mutual agreement, elect to extend the duration of this Agreement, for any period not to exceed beyond the date of the execution of a successor Agreement.

ARTICLE XXVII: REDUCTION IN FORCE

A. Recognizing that it may become necessary to eliminate certified staff positions in certain circumstances, this Article is adopted to provide a fair and orderly process should such eliminations become necessary.

B. Reasons for elimination of certified staff positions:

It is recognized that the Board of Education has the sole and exclusive prerogative to eliminate certified staff positions consistent with the provisions of Connecticut General Statutes §10-151, as it may be amended from time to time.

C. Definitions

1. As used herein the terms "days" shall mean calendar days.
2. As used herein the terms "teacher" shall be as defined in Connecticut General Statutes §10-151 as it may be amended from time to time.

D. Procedure

1. Prior to commencing action to terminate teacher contracts under this procedure, the Board of Education will give due consideration to its ability to effectuate position elimination and/or reduction in staff by:
 - a. Voluntary retirements.
 - b. Voluntary resignations.

- c. Voluntary transfer of existing staff members.
 - d. Voluntary leaves of absence.
2. If a teacher has attained tenure status, his or her contract of employment may be terminated if his or her position is eliminated, but only if there is no other position for which that teacher is certified and qualified available in the school system. This shall include first preference within certification with regard to positions that are held by non-tenured teachers, in addition to positions that are open and available. Determination of those to be released shall be in the following order:
 - a. Non-tenured teachers holding initial certification.
 - b. Non-tenured teachers holding provisional certification.
 - c. Non-tenured teachers holding professional certification.
 - d. Tenured teachers holding initial certification.
 - e. Tenured teachers holding provisional certification.
 - f. Tenured teachers holding professional certification.
3. The following criteria will be used to select those teachers who are to be considered for termination within the broad tenure and certification categories established under Section D-2 above:
 - a. Areas of certification.
 - b. Qualifications and ability, as determined by an objective evaluation of the teacher's performance.
 - c. Total years of teaching experience in the school system.
 - d. Total years of teaching experience.
 - e. Highest degree status.
 - f. Teaching experience in other positions which may be available.
4. It is understood that the layoff of a teacher is a termination of employment subject to administrative and/or judicial review in the manner set forth in Connecticut General Statutes §10-151 as it may be amended from time to time, and in no other manner. In the case of judicial review under that statutory provision, the parties agree that the provisions of this Article can and should be submitted to the court. In the case of administrative review by a hearing panel, the parties agree that the provisions of the Article can and should be submitted to the panel.

E. Policy Provisions Not Applicable to Promotions

Nothing herein shall require the promotion of a teacher to a position of higher rank, authority, or compensation, although the teacher whose contract is to be terminated because of elimination of position is qualified and/or certified for the promotional position.

F. Recall Procedure

If the contract of employment of a teacher is terminated because of elimination of position, the name of that teacher shall be placed on a re-appointment list and remain on such list for a period of one (1) year. If a position becomes open during such period, and the teacher has been selected by the Board of Education as a person on the recall list who is certified and most qualified to hold that position, then the teacher will be notified in writing by registered mail, sent to his/her last known address at least thirty (30) days prior to the anticipated date of re-employment where possible. A tenured teacher may reject the opening and continue on the recall list for the remainder of the one (1) year period. The non-tenured teacher shall accept or reject the appointment in writing within seven (7) days after receipt of such notification. If the appointment is accepted by the teacher (tenured or non-tenured), he/she shall receive a written contract within twenty (20) days of receipt of the teacher's reply by the Board of Education. If the non-tenured teacher rejects the appointment offer or does not respond according to this procedure within seven (7) days after the receipt of such notification, the name of the teacher will be removed from the recall list. All teachers will retain accumulated sick/personal days while on the recall list, to be reinstated upon re-employment in the Brooklyn Public Schools, if re-employment occurs during that time period.

ARTICLE XXVIII: JUST CAUSE

Disciplinary actions other than those subject to review under Connecticut General Statutes §10-151 shall be for just cause.

ARTICLE XXIX: AMENDMENT

There shall be no amendment to or alteration of this Agreement unless by mutual agreement of the parties in writing.

ARTICLE XXX: DURATION

A. Agreement

This Agreement contains the full and complete agreement between the Brooklyn Board of Education and the Brooklyn Education Association on all contractual issues and neither party shall


be required, during the term of this Agreement, to negotiate upon any issues whether covered or not covered in this Agreement.

B. Length of Agreement

Unless re-opened pursuant to its terms this Agreement shall take effect on July 1, 2022 and shall remain in full force and effect until June 30, 2025, inclusive.

IN WITNESS WHEREOF, THE PARTIES HAVE HEREUNTO SET THEIR HANDS AND SEALS THIS December 15, 2021.

BROOKLYN BOARD OF EDUCATION

BY: 

Mae Lyons, Chairperson
Melissa Perkins-Bonai, Vice Chair

BROOKLYN EDUCATION ASSOCIATION

BY: 

Jeffrey Kelleher, Chairman
Negotiations Committee



Denise Nault, President

APPENDIX A

CERTIFIED TEACHER SALARY SCHEDULES

<u>2022-2023</u>	<u>Step</u>	<u>BA</u>	<u>MA</u>	<u>6TH YR.</u>
	1	48,320	53,641	57,735
	2	50,366	55,688	59,783
	3	52,413	57,735	61,829
	4	54,461	59,783	63,875
	5	56,508	62,238	66,332
	6	58,963	64,694	68,787
	7	61,419	67,559	71,242
	8	63,875	70,833	74,108
	9	66,741	74,108	76,975
	10	69,607	77,383	79,841
	11	77,970	87,216	88,979

Teachers not on the maximum step of the 2022-2023 salary schedule shall advance one (1) step during the 2022-2023 school year.

APPENDIX A

CERTIFIED TEACHER SALARY SCHEDULES

(continued)

<u>2023-2024</u>	<u>Step</u>	<u>BA</u>	<u>MA</u>	<u>6TH YR.</u>
	1	48,320	53,641	57,735
	2	50,366	55,688	59,783
	3	52,413	57,735	61,829
	4	54,461	59,783	63,875
	5	56,508	62,238	66,332
	6	58,963	64,694	68,787
	7	61,419	67,559	71,242
	8	63,875	70,833	74,108
	9	66,741	74,108	76,975
	10	69,607	77,383	79,841
	11	79,529	88,960	90,758

Teachers not on the maximum step of the 2023-2024 salary schedule shall advance one (1) step during the 2023-2024 school year.

APPENDIX A

CERTIFIED TEACHER SALARY SCHEDULES

(continued)

<u>2024-2025</u>	<u>Step</u>	<u>BA</u>	<u>MA</u>	<u>6TH YR.</u>
	1	48,320	53,641	57,735
	2	50,366	55,688	59,783
	3	52,413	57,735	61,829
	4	54,461	59,783	63,875
	5	56,508	62,238	66,332
	6	58,963	64,694	68,787
	7	61,419	67,559	71,242
	8	63,875	70,833	74,108
	9	66,741	74,108	76,975
	10	69,607	77,383	79,841
	11	81,120	90,739	92,573

Teachers not on the maximum step of the 2024-2025 salary schedule shall advance one (1) step during the 2024-2025 school year.

APPENDIX B
EXTRACURRICULAR SALARY SCHEDULE

<u>POSITION</u>	<u>2022-2023</u>	<u>2023-2024</u>	<u>2024-2025</u>
1. Athletic Director	\$5,000	\$5,100	\$5,202
2. Coaches			
a. Boys and Girls – 2 Teams Each Sport: Soccer, Basketball, Baseball and Softball	\$2,470	\$2,519	\$2,569
b. Cross Country	\$2,470	\$2,519	\$2,569
c. Track and Field	\$2,470	\$2,519	\$2,569
3. Cheerleading	\$2,470	\$2,519	\$2,569
4. Intramurals	\$ 823	\$ 839	\$ 856
5. Other Activities			
a. Art Program – Elementary	\$ 823	\$ 839	\$ 856
b. Band Advisor	\$ 823	\$ 839	\$ 856
c. Chorus Advisor – Elementary	\$ 823	\$ 839	\$ 856
d. Chorus Advisor – Middle	\$ 823	\$ 839	\$ 856
e. Landscape Club	\$ 823	\$ 839	\$ 856
f. Drama Club Advisor	\$1,646	\$1,679	\$1,713
g. Eighth Grade Class Advisor	\$1,646	\$1,679	\$1,713
h. Honor Society Advisor	\$1,646	\$1,679	\$1,713
i. Yearbook Advisor	\$1,646	\$1,679	\$1,713
j. Student Council Advisor	\$2,470	\$2,519	\$2,569
k. Yearbook Photographer	\$ 413	\$ 421	\$ 429
6. <u>Hourly Positions</u>			
a. Curriculum Projects	\$34.19	\$34.87	\$35.57
b. Homebound Tutoring	\$34.19	\$34.87	\$35.57
c. Summer School	\$47.88	\$48.84	\$49.82

7. The Board agrees to fund an assistant coach position at fifteen hundred dollars (\$1,500) if the student athlete enrollment in a particular sport (varsity or junior varsity) exceeds twenty-five (25) student athletes. If enrollment exceeds fifty (50) student athletes, the Board will fund an additional assistant coach position. The Board reserves the right to cap the size of athletic teams.

APPENDIX C
INSURANCE PROGRAM
SUMMARY OF COVERAGE
(For informational purposes only)

This attached insurance matrix document contains summaries and descriptions of various insurance benefits. It is agreed and understood by the parties that the insurance descriptions contained in this Agreement and the matrix are descriptive only and are not insurance policies. All questions or issues concerning insurance coverage and related matters shall be determined by reference to the actual insurance policy documents issued or possessed by the insurers. In the event of error or misstatement in this Agreement or the matrix, the policies shall always prevail.

B. High Deductible Health Care Plan Design with a Health Savings Account Feature (HSA Plan):

1. The Board shall maintain a non-gatekeeper High Deductible Health Care Plan with a health savings account feature, including the following components:

a. **In-Network Coverage**

- \$0 dollar Office Visit, deductible waived.
- \$0 dollar Wellness, deductible waived.
- \$0 dollar Hospital Admission, after deductible.
- \$0 dollar Outpatient Surgery, after deductible.
- \$0 dollar WI, UC, ER, after deductible.
- In-Network non-embedded deductible:
 - \$2,500/\$5,000.
 - Co-insurance: 100%, after deductible.
 - 100% preventive care.
 - Out-of-Pocket maximum: \$5,000 individual/\$6,850 two or more.
- Out-of-Network:
 - Out-of-Network services subject after deductible and co-insurance.
 - Non-embedded Deductible: \$2,500/\$5000
 - Co-insurance: 70/30% after deductible
 - Out-of-Pocket maximum: \$5,000/\$10,000 (includes deductible and co-insurance)
 - Annual maximum: Unlimited

b. Prescription coverage subject to deductible and co-insurance after the deductible is met:

- Retail: MP4 – Five dollars (\$5)/twenty-five dollars (\$25)/forty dollars (\$40) managed three (3) tier formulary; mandatory generic substitution.
- Mail Order: Two times (2x) the retail co-payment for a ninety (90) day supply.
- Annual Maximum: Unlimited.