

AGENDA

CITY COUNCIL MEETING

MONDAY, FEBRUARY 6, 2017

7:00 P.M.

CITY COUNCIL CHAMBERS, CITY HALL – 45 LYON TERRACE
BRIDGEPORT, CONNECTICUT

Prayer

Pledge of Allegiance

Roll Call

Mayoral and City Council Citation(s): In Recognition of Maria Hernandez and the FECCI Chaplains for their Civic Contributions to the City.

Mayoral Proclamation(s) and City Council Citation(s): Congratulating Deputy Fire Chief Robert Petrucelli and Deputy Fire Chief Dominick Carfi on their retirement and thanking them for their service.

Appointment of Liaison to the Food Policy Council.

MINUTES FOR APPROVAL:

Approval of City Council Minutes: January 3, 2017

COMMUNICATIONS TO BE REFERRED TO COMMITTEES:

- 27-16** Communication from Labor Relations & Benefits Administration re: Proposed Administrative Services Agreement with Vision Service Plan (VSP) Insurance Company, referred to Contracts Committee.
- 28-16** Communication from Board of Education re: Arbitration Award Contract between the Bridgeport Board of Education and the Bridgeport Education Association (BEA), for the period from July 1, 2017 through June 30, 2020, referred to Contracts Committee.
- 31-16** Communication from City Attorney re: Proposed Amendment to the Municipal Code of Ordinances, Chapter 2.56 – Boards and Committees Generally, amend Section 2.56.050 – Disclosure of information concerning appointments to agencies, boards and commissions, referred to Ordinance Committee.
- 32-16** Communication from Central Grants re: Proposed Memorandum of Understanding with the Director of Health, Maritza Bond, referred to Contracts Committee.
- 35-16** Communication from Central Grants re: Grants Submission: University of Connecticut for a SURDNA Infrastructure Sub-Grant. (Project #16263), referred to Economic and Community Development and Environment Committee.

RESOLUTIONS TO BE REFERRED TO BOARDS, COMMISSIONS, ETC.:

- 29-16** Resolution presented by Council Member(s) Martinez and Holloway re: (Ref. #218-15) Request that additional honorary signs for "Jimmie W. Jones Way" be placed above the corner signs at Bishop Avenue's Intersection with Boston Avenue and Stratford Avenue, referred to Public Safety and Transportation Committee.
- 30-16** Resolution presented by Council Member Martinez re: Request that City residents who have a criminal history be allowed the opportunity to obtain a copy of their criminal record at No-Cost and that a Policy and Process be developed by the CAO and the Mayor's Initiative for Re-entry Affairs (MIRA), referred to Public Safety and Transportation Committee.
- 33-16** Resolution presented by Council Member Martinez re: Proposed resolution requesting the City Attorney's Office to create an ordinance that requires the WPCA to implement a Customer Mediation Program for Liens and Foreclosures, referred to Ordinance Committee.
- 34-16** Resolution presented by Council Member Martinez re: Proposed resolution requesting the City Attorney's Office to create an ordinance that requires the Habitat for Humanity to implement a Customer Mediation Program for Liens and Foreclosures, referred to Ordinance Committee.

MATTERS TO BE ACTED UPON (CONSENT CALENDAR):

- *04-16** Economic and Community Development and Environment Committee Report re: Grant Submission: State of Connecticut Department of Mental Health and Addiction Services (DMHAS) Bond Fund for Capital Improvements and Down Payment Assistance.
- *05-16** Economic and Community Development and Environment Committee Report re: Resolution Authorizing the conclusion of an Environmental Remediation at Newfield Park with the filing of an Environmental Land Use Restriction.
- *15-16** Economic and Community Development and Environment Committee Report re: Grant Submission: Innovation Places Implementation Grant Application to CTNext.
- *16-16** Economic and Community Development and Environment Committee Report re: (Ref. #36-15) Resolution Authorizing the City to Receive Additional Funds regarding the Brownfields Grant Funding in Support of the Anaerobic Digester Project.
- *22-16** Economic and Community Development and Environment Committee Report re: Grant Submission: State of Connecticut Department of Public Health for the Opioid Initiative Grant (Project #17295).

MATTERS TO BE ACTED UPON (CONSENT CALENDAR) CONTINUED:

- *19-16** Miscellaneous Matters Committee Report re: Settlement of Pending Litigation with Antonio Lostaunau.
- *20-16** Miscellaneous Matters Committee Report re: Settlement of Pending Litigation with Gary Rose.

THE FOLLOWING NAMED PERSON HAS REQUESTED PERMISSION TO ADDRESS THE CITY COUNCIL ON MONDAY, FEBRUARY 6, 2017 AT 6:30 P.M., IN THE CITY COUNCIL CHAMBERS, CITY HALL, 45 LYON TERRACE, BRIDGEPORT, CT.

| NAME | SUBJECT |
|---|--|
| Cecil C. Young 99 Carroll Avenue Bridgeport, CT 06607 | Matter concerning unjust termination. |
| Bob Keeley 2156 Park Avenue Bridgeport, CT 06604 | Downtown, Waterfront Juvenile Detention Center closing, etc. |
| Jorge Cruz 251 Black Rock Avenue, Apt. 2-R Bridgeport, CT 06605 | Orcutt Boys and Girls Club. |
| Jackie Cruz 211 Poplar Street Bridgeport, CT 06605 | Resolution on Sanctuary City. |
| Maria Santos 81 Bunnell Street Bridgeport, CT 06607 | Resolution on Sanctuary City. |
| Julio Lopez-Varona 850 State Street Bridgeport, CT 06604 | Resolution on Sanctuary City. |

**CITY COUNCIL MEETING
PUBLIC SPEAKING
MONDAY, FEBRUARY 6, 2017
6:30 PM
City Council Chambers, City Hall
45 Lyon Terrace
Bridgeport, CT**

CALL TO ORDER

Council President McCarthy called the Public Session to order at 6:37 p.m.

City Clerk Martinez called the roll.

The following members were present:

130th District: Kathryn Bukovsky, Scott Burns
131st District: Denese Taylor-Moye, Jack O. Banta
132nd District: John Olson, M. Evette Brantley
133rd District: Thomas McCarthy, Jeanette Herron
134th District: Michelle Lyons, AmyMarie Vizzo-Paniccia
135th District:
136th District: José Casco, Alfredo Castillo
137th District: Aidee Nieves, Milta Feliciano
138th District: Anthony Paoletto, Nessah Smith
139th District: Eneida Martinez, James Holloway

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2017 FEB 13 A 11:39
ATTEST
CITY CLERK

A quorum was present.

THE FOLLOWING NAMED PERSON HAS REQUESTED PERMISSION TO ADDRESS THE CITY COUNCIL ON MONDAY, FEBRUARY 6, 2017 AT 6:30 P.M., IN THE CITY COUNCIL CHAMBERS, CITY HALL, 45 LYON TERRACE, BRIDGEPORT, CT.

NAME

SUBJECT

Cecil C. Young
99 Carroll Avenue
Bridgeport, CT 06607

Matter concerning unjust termination.

City of Bridgeport
City Council
Regular Meeting
February 6, 2017

Mr. Cecil Young came forward to speak about how. He has been here. For the last seven an a half years. He then displayed a poster board and then spoke to the audience. He said that Mr. Holloway and his other representative had not done anything when he was unjustly terminated. He said that year after year, he has to come an plead with the Council about his termination after 27 years without a problem for reporting some contaminated soil and other problems. He challenged everyone to look at his record and not turn their back on his situation. The Council Members have taken an oath to uphold the right things. He then waved an American flag and said that he wasn't a veteran but was unjustly terminated. He challenged people to sue him if what he was saying was not true and gave a website for everyone to review the material. He concluded with saying, "Shame on you all."

Council Members McBride-Lee and Salter joined the meeting at 6:41 p.m.

Bob Keeley
2156 Park Avenue
Bridgeport, CT 06604

Downtown, Waterfront Juvenile Detention
Center closing, etc.

Mr. Bob Keeley came forward and greeted the Council Members. He said that he had been coming to the Council for many years. He displayed a copy of the February 1st Bond Commission meeting that had taken place in Hartford. He said that the Bond Commission authorizes between 1 and 2 billion dollars. He spoke about the closed Bridgeport Jail which is closed and the Bridgeport Juvenile Detention Center, which should be closed and turned into a Youth Center. he also said that there was a waterfront building that should have bee turned into a Youth Training facility. It would be better to use the money for training the City's youth. He said that when he was in the State Legislature years ago, he had set aside 2.2 million dollars for the Boys and Girls Club, but the money was never used. He pointed out that there was also money that was allocated for the Sheehan Center that was never used. He stated he will be back in two weeks to report on the progress.

Jorge Cruz
251 Black Rock Avenue, Apt. 2-R
Bridgeport, CT 06605

Orcutt Boys and Girls Club.

Mr. Jorge Cruz came forward and said that there were people that were waving American flags and demanding that the Council should pass a resolution to make Bridgeport a sanctuary city. He mentioned that the residents should respect everyone. Those present in the audience drowned out the remainders of his remarks with their cheers and yells.

Mr. Johnny Rae Moore came forward at the invitation of Mr. Cruz and said he representative from the State government, the NAACP and various other organizations. Mr. Moore said that he wanted to present a resolution regarding freezing the WPCA

foreclosures for the outstanding sewer bills. He said that he had his home had been foreclosures and asked the Council to look into situations like this.

Jackie Cruz
211 Poplar Street
Bridgeport, CT 06605

Resolution on Sanctuary City.

Ms. Jackie Cruz came forward and gave a presentation in Spanish. A translator said that Ms. Cruz was a resident and had four children. Her family came to the country because they wanted a better life and they work hard. They have friends. These past few months have been difficult because they fear being sent away. They are extremely afraid that the local police authorities will work with ICE and if this happens it will be another year of fear. Her family works extremely hard and makes sure they pay their taxes. she said that she was supporting Bridgeport being a sanctuary city because no matter where someone is from, they could live in Bridgeport in peace. They are a united community and felt that the City should respect them.

Maria Santos
81 Bunnell Street
Bridgeport, CT 06607

Resolution on Sanctuary City.

Maria Santos Came forward and greeted the Council Members. She said that she had come to Bridgeport over 20 years ago with her family. Her parents are very frightened about the new administration. They have worked very hard for their family. She said that she was here to represent the people who are humble and work hard for the City.

Julio Lopez-Varona
850 State Street
Bridgeport, CT 06604

Resolution on Sanctuary City.

Julio Lopez-Varona came forward and said that his testimony was not as excited as the last few stories but he was present to talk about the work in their community. He said that there are many people that are afraid to talk to the police because they feel threatened. Right now, if someone is black, brown or a minority, they should be worried. He said that he was represented those who were not white and male. This will affect the community and it is important to support the community, no matter what they look like. He said that one of the purposes was to clear away questions. He said that the current law prevents local authorities from determining what they should be doing, including the police and firemen. The division between the Federal and local government is what makes people afraid. If the police should be working. For everyone and if they want a safe community, people have to be unafraid to talk to the police. Bridgeport is the largest city in Connecticut and has the highest number of illegal in the State. The City needs to protect its residents who work hard and pay taxes.

ADJOURNMENT.

Council President McCarthy adjourned the public speaking portion of the Council meeting at 7:09 p.m.

Respectfully submitted,

S. L. Soltes
Telesco Secretarial Services

**CITY COUNCIL MEETING
MONDAY, FEBRUARY 6, 2017
7:00 PM
City Council Chambers, City Hall
45 Lyon Terrace
Bridgeport, CT**

CALL TO ORDER.

Mayor Ganim called the meeting to order at 7:15 p.m.

PRAYER.

Mayor Ganim requested a member of the FECCI Chaplains group lead those present in prayer.

PLEDGE OF ALLEGIANCE

Mayor Ganim requested a member of the FECCI Chaplains group lead those present in reciting the Pledge of Allegiance.

ROLL CALL

City Clerk Martinez called the roll.

The following members were present:

130th District: Kathryn Bukovsky, Scott Burns
131st District: Jack O. Banta, Denese Taylor-Moye,
132nd District: M. Evette Brantley, John Olson
133rd District: Thomas McCarthy, Jeanette Herron
134th District: Michelle Lyons, AmyMarie Vizzo-Paniccia
135th District: Mary McBride-Lee, Richard Salter
136th District: José Casco, Alfredo Castillo
137th District: Aidee Nieves, Milta Feliciano
138th District: Anthony Paoletto, Nessah Smith
139th District: Eneida Martinez, James Holloway

A quorum was present.

Mayoral and City Council Citation(s): In Recognition of Maria Hernandez and the FECCI Chaplains for their Civic Contributions to the City.

Mayor Ganim and Council President McCarthy then called the FECCI Chaplains forward to present them with their Mayoral and the Council citations. Several of the chaplains

spoke about their experiences and said that they were there to work for the City. One chaplain pointed out that God was in control no matter how bad the situation seems and quoted from the book of Ephesians. The remarks were given in both English and Spanish. Council Member Casco and Council Member Brantley thanked the chaplains for their hard work and presented the group leaders with the Mayoral and the Council citations.

Mayoral Proclamation(s) and City Council Citation(s): Congratulating Deputy Fire Chief Robert Petrucelli and Deputy Fire Chief Dominick Carfi on their retirement and thanking them for their service.

Deputy Fire Chief Robert Petrucelli and Deputy Fire Chief Dominick Carfi came forward. Council President McCarthy said that there was no city in the U.S. That had a more successful Fire awareness program than the City of Bridgeport. Council President McCarthy reminded everyone that in the past few years, the Department lost two firefighters at a fire and both of the Deputy Fire Chiefs stood up and stood strong during that terrible time. Council President McCarthy then read the Council Citation to the Deputy Chiefs.

Mayor Ganim said that he was honored to work with both men and that both men had served the City for 40 years. He said that he had often wondered what kind of courage it took to be a firefighter, but these men were fine examples of the leadership. Mayor Ganim then recognized Deputy Fire Chief Petrucelli's father, who was also retired firefighter that had served the City for 40 and was present in the audience.

Deputy Fire Chief Petrucelli thanked the City of Bridgeport for the last 40 years of paychecks. he said that he had always dreamed about being a firefighter after seeing the trucks responding to the various calls. He said that he spent 28 years on the line and was always excited to go to work. He thanked the City and his fellow fire fighters and told them to stay safe.

Deputy Fire Chief Carfi said that he had never dreamed that he would be a firefighter for 40 years. He then recounted a fire during the winter of 1978 when there was three story building blaze. The building partially collapsed and it was a narrow escape for him and his fellow firefighters. He was grateful he lived to see the following days.

Council President McCarthy then present the Deputy Fire Chiefs with a Council Citation and Mayor Ganim presented them with a Mayoral Proclamation.

APPOINTMENT OF LIAISON TO THE FOOD POLICY COUNCIL.

**** COUNCIL PRESIDENT MCCARTHY MOVED TO APPOINT COUNCIL MEMBER JEANETTE HERRON AS LIAISON TO THE FOOD POLICE COUNCIL.**

**** COUNCIL MEMBER PAOLETTO SECONDED.
** THE MOTION PASSED UNANIMOUSLY.**

MINUTES FOR APPROVAL:

Approval of City Council Minutes: January 3, 2017

**** COUNCIL MEMBER PAOLETTO MOVED THE MINUTES OF JANUARY 3, 2017.**

**** COUNCIL MEMBER HERRON SECONDED.**

**** THE MOTION TO APPROVE THE MINUTES OF JANUARY 3, 2017 AS SUBMITTED PASSED UNANIMOUSLY.**

Mayor Ganim requested that the audience allow the Council to conduct their business without interruption and then the audience could express their opinions.

COMMUNICATIONS TO BE REFERRED TO COMMITTEES:

**** COUNCIL MEMBER PAOLETTO MOVED TO COMBINE BOTH THE COMMUNICATIONS AND THE RESOLUTIONS TO BE REFERRED TO BOARDS AND COMMITTEES AND MOVED THE FOLLOWING ITEMS:**

27-16 COMMUNICATION FROM LABOR RELATIONS & BENEFITS ADMINISTRATION RE: PROPOSED ADMINISTRATIVE SERVICES AGREEMENT WITH VISION SERVICE PLAN (VSP) INSURANCE COMPANY, REFERRED TO CONTRACTS COMMITTEE.

28-16 COMMUNICATION FROM BOARD OF EDUCATION RE: ARBITRATION AWARD CONTRACT BETWEEN THE BRIDGEPORT BOARD OF EDUCATION AND THE BRIDGEPORT EDUCATION ASSOCIATION (BEA), FOR THE PERIOD FROM JULY 1, 2017 THROUGH JUNE 30, 2020, REFERRED TO CONTRACTS COMMITTEE.

31-16 COMMUNICATION FROM CITY ATTORNEY RE: PROPOSED AMENDMENT TO THE MUNICIPAL CODE OF ORDINANCES, CHAPTER 2.56 – BOARDS AND COMMITTEES GENERALLY, AMEND SECTION 2.56.050 – DISCLOSURE OF INFORMATION CONCERNING APPOINTMENTS TO AGENCIES, BOARDS AND COMMISSIONS, REFERRED TO ORDINANCE COMMITTEE.

32-16 COMMUNICATION FROM CENTRAL GRANTS RE: PROPOSED MEMORANDUM OF UNDERSTANDING WITH THE

DIRECTOR OF HEALTH, MARITZA BOND, REFERRED TO CONTRACTS COMMITTEE.

35-16 COMMUNICATION FROM CENTRAL GRANTS RE: GRANTS SUBMISSION: UNIVERSITY OF CONNECTICUT FOR A SURDNA INFRASTRUCTURE SUB-GRANT. (PROJECT #16263), REFERRED TO ECONOMIC AND COMMUNITY DEVELOPMENT AND ENVIRONMENT COMMITTEE.

RESOLUTIONS TO BE REFERRED TO BOARDS, COMMISSIONS, ETC.:

29-16 RESOLUTION PRESENTED BY COUNCIL MEMBER(S) MARTINEZ AND HOLLOWAY RE: (REF. #218-15) REQUEST THAT ADDITIONAL HONORARY SIGNS FOR "JIMMIE W. JONES WAY" BE PLACED ABOVE THE CORNER SIGNS AT BISHOP AVENUE'S INTERSECTION WITH BOSTON AVENUE AND STRATFORD AVENUE, REFERRED TO PUBLIC SAFETY AND TRANSPORTATION COMMITTEE.

30-16 RESOLUTION PRESENTED BY COUNCIL MEMBER MARTINEZ RE: REQUEST THAT CITY RESIDENTS WHO HAVE A CRIMINAL HISTORY BE ALLOWED THE OPPORTUNITY TO OBTAIN A COPY OF THEIR CRIMINAL RECORD AT NO-COST AND THAT A POLICY AND PROCESS BE DEVELOPED BY THE CAO AND THE MAYOR'S INITIATIVE FOR RE-ENTRY AFFAIRS (MIRA), REFERRED TO PUBLIC SAFETY AND TRANSPORTATION COMMITTEE.

33-16 RESOLUTION PRESENTED BY COUNCIL MEMBER MARTINEZ RE: PROPOSED RESOLUTION REQUESTING THE CITY ATTORNEY'S OFFICE TO CREATE AN ORDINANCE THAT REQUIRES THE WPCA TO IMPLEMENT A CUSTOMER MEDIATION PROGRAM FOR LIENS AND FORECLOSURES, REFERRED TO ORDINANCE COMMITTEE.

34-16 RESOLUTION PRESENTED BY COUNCIL MEMBER MARTINEZ RE: PROPOSED RESOLUTION REQUESTING THE CITY ATTORNEY'S OFFICE TO CREATE AN ORDINANCE THAT REQUIRES THE HABITAT FOR HUMANITY TO IMPLEMENT A CUSTOMER MEDIATION PROGRAM FOR LIENS AND FORECLOSURES, REFERRED TO ORDINANCE COMMITTEE.

**** COUNCIL MEMBER LYONS SECONDED.
** THE MOTION PASSED UNANIMOUSLY.**

MATTERS TO BE ACTED UPON (CONSENT CALENDAR):

Mayor Ganim asked if there was any Council Member who would like to remove an item from the Consent Calendar. Hearing none, Mayor Ganim requested that the City Clerk read the Consent Calendar into the record.

**** COUNCIL MEMBER MARTINEZ MOVED THE FOLLOWING ITEMS ON THE CONSENT CALENDAR:**

***04-16 ECONOMIC AND COMMUNITY DEVELOPMENT AND ENVIRONMENT COMMITTEE REPORT RE: GRANT SUBMISSION: STATE OF CONNECTICUT DEPARTMENT OF MENTAL HEALTH AND ADDICTION SERVICES (DMHAS) BOND FUND FOR CAPITAL IMPROVEMENTS AND DOWN PAYMENT ASSISTANCE.**

***05-16 ECONOMIC AND COMMUNITY DEVELOPMENT AND ENVIRONMENT COMMITTEE REPORT RE: RESOLUTION AUTHORIZING THE CONCLUSION OF AN ENVIRONMENTAL REMEDIATION AT NEWFIELD PARK WITH THE FILING OF AN ENVIRONMENTAL LAND USE RESTRICTION.**

***15-16 ECONOMIC AND COMMUNITY DEVELOPMENT AND ENVIRONMENT COMMITTEE REPORT RE: GRANT SUBMISSION: INNOVATION PLACES IMPLEMENTATION GRANT APPLICATION TO CTNEXT.**

***16-16 ECONOMIC AND COMMUNITY DEVELOPMENT AND ENVIRONMENT COMMITTEE REPORT RE: (REF. #36-15) RESOLUTION AUTHORIZING THE CITY TO RECEIVE ADDITIONAL FUNDS REGARDING THE BROWNFIELDS GRANT FUNDING IN SUPPORT OF THE ANAEROBIC DIGESTER PROJECT.**

***22-16 ECONOMIC AND COMMUNITY DEVELOPMENT AND ENVIRONMENT COMMITTEE REPORT RE: GRANT SUBMISSION: STATE OF CONNECTICUT DEPARTMENT OF PUBLIC HEALTH FOR THE OPIOID INITIATIVE GRANT (PROJECT #17295).**

***19-16 MISCELLANEOUS MATTERS COMMITTEE REPORT RE: SETTLEMENT OF PENDING LITIGATION WITH ANTONIO LOSTAUNAU.**

***20-16 MISCELLANEOUS MATTERS COMMITTEE REPORT RE: SETTLEMENT OF PENDING LITIGATION WITH GARY ROSE.**

**** COUNCIL MEMBER PAOLETTO SECONDED.
** THE MOTION PASSED UNANIMOUSLY.**

**** COUNCIL MEMBER CASCO MOVED TO SUSPEND THE RULES TO ADD AN ITEM REGARDING MAKING BRIDGEPORT INTO A SANCTUARY CITY.
** COUNCIL MEMBER BRANTLEY SECONDED.
** THE MOTION PASSED WITH 19 IN FAVOR (BUKOVSKY, BURNS, BANTA, TAYLOR-MOYE, OLSON, MCCARTHY, HERRON, LYONS, VIZZO-PANICCIA, MCBRIDE-LEE, SALTER, CASCO, CASTILLO, NIEVES, FELICIANO, SMITH, MARTINEZ, AND HOLLOWAY) AND ONE OPPOSED (PAOLETTO).**

**** COUNCIL MEMBER BRANTLEY MOVED TO REFER AN ITEM REGARDING MAKING BRIDGEPORT INTO A SANCTUARY CITY TO THE PUBLIC SAFETY COMMITTEE. (ITEM# 36-16)
** COUNCIL MEMBER LYONS SECONDED.
** THE MOTION PASSED WITH 19 IN FAVOR (BUKOVSKY, BURNS, BANTA, TAYLOR-MOYE, OLSON, MCCARTHY, HERRON, LYONS, VIZZO-PANICCIA, MCBRIDE-LEE, SALTER, CASCO, CASTILLO, NIEVES, FELICIANO, SMITH, MARTINEZ, AND HOLLOWAY) AND ONE OPPOSED (PAOLETTO).**

Council President McCarthy said that he would like a moment of personal privilege to welcome Council Member Taylor-Moye back after her recent illness. He thanked her for coming to the meeting even though she was still recovering from her illness.

Council Member Taylor-Moye said that she would like to thank the Council and the administration for all that they did while she was in the hospital. She noted that her fellow District member, Council Member Banta made a point to stop by every morning before going to work and also in the evening. Council Member Taylor-Moye said that she appreciated everything that everyone did for her during that time.

ADJOURNMENT.

**** COUNCIL MEMBER BUKOVSKY MOVED TO ADJOURN.
** COUNCIL MEMBER LYONS SECONDED.
** THE MOTION TO ADJOURN PASSED UNANIMOUSLY.**

The meeting adjourned at 8:02 p.m.

Respectfully submitted,

City of Bridgeport
City Council
Regular Meeting
February 6, 2017

S. L. Soltes
Telesco Secretarial Services



*City of Bridgeport
Labor Relations and Benefits Administration*

*45 Lyon Terrace
Bridgeport, Connecticut 06604
Telephone 203-576-7843*

*Joseph P. Ganim
Mayor*

*Janene Hawkins
Director*

*Richard D. Weiner
Benefits Manager*

COMM. #27-16 Ref'd to Contracts Committee on 02/06/2017.

January 26, 2017

Honorable Lydia Martinez
City Clerk
City of Bridgeport
45 Lyon Terrace
Bridgeport, CT 06604

Dear Madam Clerk:

Attached please find thirteen copies of the Administrative Services Agreement between the City and Vision Service Plan Insurance Company.

I respectfully request that this document be referred to the Contracts Committee at the Council meeting of February 6, 2017.

Sincerely,

Richard D. Weiner
Benefits Manager

ATTEST
CITY CLERK

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CITY CLERK'S OFFICE
2011 JAN 26 P 3:08



RICHARD WEINER
CITY OF BRIDGEPORT
45 LYON TER RM 223
BRIDGEPORT, CT 06604-4023

**RE: CITY OF BRIDGEPORT, GROUP #12273197
JANUARY 1, 2017 DOCUMENTS**

Attention Richard Weiner:

Enclosed are your revised JANUARY 1, 2017 documents.

This new document supersedes any existing document you have with VSP. If you have any questions, or need additional information, please do not hesitate to contact us at 866-213-2249, and a VSP representative will assist you.

Enclosures

A handwritten signature in cursive script, appearing to read "Kate Renwick-Espinosa".

City of Bridgeport

Kate Renwick-Espinosa, President

TABLE OF CONTENTS

| | | |
|-------|--|----|
| I. | DEFINITIONS..... | 1 |
| II. | TERM, TERMINATION, AND RENEWAL..... | 3 |
| III. | OBLIGATIONS OF VSP..... | 4 |
| IV. | OBLIGATIONS OF THE GROUP..... | 6 |
| V. | OBLIGATIONS OF COVERED PERSONS UNDER THE PLAN..... | 8 |
| VI. | ELIGIBILITY FOR COVERAGE..... | 11 |
| VII. | CONTINUATION OF COVERAGE..... | 14 |
| VIII. | SETTLEMENT OF DISPUTES..... | 15 |
| IX. | NOTICES..... | 16 |
| X. | MISCELLANEOUS..... | 17 |
| | EXHIBIT A | |
| | SCHEDULE OF BENEFITS..... | 19 |
| | EXHIBIT B | |
| | SCHEDULE OF PREMIUMS..... | 27 |
| | ADDENDUM | |
| | ADDITIONAL BENEFIT - DIABETIC EYECARE..... | 28 |

I.
DEFINITIONS

Key terms used in this Plan are defined and shall have the meaning set forth as follows, unless the context of a term's usage clearly requires otherwise.

1.01. **ADMINISTRATIVE FEE**: The payments made to VSP by or on behalf of Group in consideration of administrative services rendered.

1.02. **ADMINISTRATIVE SERVICES PROGRAM**: A group vision care plan whereby Group pays VSP for the Plan Benefits in addition to a monthly Administrative Fee.

1.03. **ADVANCE PAYMENT**: The amount paid in advance to VSP by or on behalf of Group to cover the estimated benefit costs of Group for one (1) month.

1.04. **BENEFIT AUTHORIZATION**: Authorization issued by VSP identifying the individual named as a Covered Person of VSP, and identifying those Plan Benefits to which Covered Person is entitled.

1.05. **CLAIMS AMOUNT**: Total charges for benefits delivered, including the cost of professional services and ophthalmic materials, charges for VSP services related to materials purchased, and taxes.

1.06. **CONFIDENTIAL MATTER**: All confidential or personal information concerning the medical, personal health information as defined by HIPAA, financial or business affairs of Covered Persons acquired in the course of providing Plan Benefits hereunder.

1.07. **COPAYMENTS**: Any amounts required to be paid by or on behalf of a Covered Person for Plan Benefits which are not fully covered.

1.08. **COVERED PERSON**: An Enrollee or Eligible Dependent who meets VSP's eligibility criteria and who is covered under this Plan.

1.09. **ELIGIBLE DEPENDENT**: Any legal dependent of an Enrollee of Group who meets the criteria for eligibility established by Group and approved by VSP in Article VI of this Plan under which such Enrollee is covered.

1.10. **EMERGENCY CONDITION**: A condition, with sudden onset and acute symptoms, that requires the Covered Person to obtain immediate medical care, or an unforeseen occurrence calling for immediate, non-medical action.

1.11. **ENROLLEE**: An employee or member of Group who meets the criteria for eligibility specified under VI. ELIGIBILITY FOR COVERAGE.

1.12. **EXPERIMENTAL NATURE**: Procedure or lens that is not used universally or accepted by the vision care profession, as determined by VSP.

1.13. **GROUP**: An employer or other entity which contracts with VSP for coverage under this Plan in order to provide vision care coverage to its Enrollees and their Eligible Dependents.

1.14. **GROUP APPLICATION**: The form signed by an authorized representative of the Group to signify the Group's intention to have its Enrollees and their Eligible Dependents become Covered Persons of VSP.

1.15. **GROUP VISION CARE PLAN (also, "THE PLAN")**: The Plan provided by VSP in favor of a Group, under which its Enrollees, and their Eligible Dependents are entitled to become Covered Persons of VSP and receive Plan Benefits in accordance with the terms of such Plan.

1.16. **MEMBER DOCTOR**: An optometrist or ophthalmologist licensed and otherwise qualified to practice vision care and/or provide vision care materials who has contracted with VSP to provide vision care services and/or vision care materials on behalf of Covered Persons of VSP.

1.17. **NON-MEMBER PROVIDER**: Any optometrist, optician, ophthalmologist, or other licensed and qualified vision care provider who has not contracted with VSP to provide vision care services and/or vision care materials to Covered Persons of VSP.

1.18. **PLAN BENEFITS**: The vision care services and vision care materials which a Covered Person is entitled to receive by virtue of coverage under this Plan, as defined in the Schedule of Benefits attached hereto as Exhibit A.

1.19. **RENEWAL DATE**: The date on which the Plan shall renew, or terminate if proper notice is given.

1.20. **SCHEDULE OF BENEFITS**: The document, attached hereto as Exhibit A, which lists the vision care services and vision care materials which a Covered Person is entitled to receive by virtue of this Plan.

1.21. **SCHEDULE OF ADVANCE PAYMENT AND ADMINISTRATIVE FEE**: The document, attached hereto as Exhibit B, which states the payments to be made to VSP by or on behalf of a Covered Person to entitle him to Plan Benefits.

II.
TERM, TERMINATION, AND RENEWAL

2.01. **Plan Term:** This Plan shall become effective on the Effective Date and shall remain in effect for the Plan Term. At the end of the Plan Term, it will renew on a month to month basis unless either party notifies the other in writing, at least sixty (60) days before the end of the Plan Term, that the party is unwilling to renew the Plan. If such notice is given, the Plan will terminate at 12:00 midnight on the last day of the Plan Term, unless the parties reach mutual agreement on its renewal. If the Plan continues on a month to month basis after the Plan Term, either Party may thereafter terminate the Plan upon thirty (30) days advance written notice to the other party.

If VSP issues written renewal materials to Group at least sixty (60) days before the end of the Plan Term and Group fails to accept the new terms and/or rates in writing prior to the end of the Plan Term, this Plan shall terminate at 12:00 midnight on the last day of the Plan Term as noted above.

2.02. **Termination:** Either party may terminate the agreement upon an one hundred and eighty (180) day advance written notice. Group agrees to pay all Claims Amount and Administrative Fees for Plan Benefits provided pursuant to Benefit Authorizations issued prior to the Plan termination date, provided claims for such Plan Benefits are filed with VSP within six (6) months after termination of this Plan.

III.
OBLIGATIONS OF VSP

3.01. **Coverage of Covered Persons:** VSP will enroll each eligible Enrollee and his Eligible Dependents, if dependent coverage is provided, all of whom shall be referred to as "Covered Persons." To institute coverage, Group may be required to complete and sign a Group Application and forward such application to VSP, along with information regarding Enrollees and Eligible Dependents, and applicable amounts due. (Refer to VI. ELIGIBILITY FOR COVERAGE for further details.)

Following enrollment, VSP will provide Group with Member Benefit Summaries for Covered Persons. Such Member Benefit Summaries will summarize the terms and conditions of this Plan.

3.02. **Provision of Plan Benefits:** Through its Member Doctors (or through other licensed vision care providers in cases where a Covered Person is eligible for, and chooses to receive Plan Benefits from a Non-Member Provider) VSP shall provide Covered Persons such Plan Benefits listed in the Schedule of Benefits, Exhibit A hereto, subject to any limitations, exclusions, or Copayments therein stated.

Benefit Authorization must be obtained prior to a Covered Person obtaining Plan Benefits from a Member Doctor. When a Covered Person desires to receive Plan Benefits from a Member Doctor, the Covered Person must schedule an appointment and identify himself as a VSP Covered Person in order for the Member Doctor to obtain Benefit Authorization from VSP. VSP shall provide Benefit Authorization to the Member Doctor to authorize the provision of Plan Benefits to the Covered Person. Each Benefit Authorization will contain an expiration date, allowing a specific period of time for the Covered Person to obtain Plan Benefits. Benefit Authorization shall be issued by VSP in accordance with the latest eligibility information furnished by Group and the Covered Person's past service utilization, if any. Any Benefit Authorization so issued by VSP shall constitute a certification to the Member Doctor that payment will be made. VSP shall not be held liable to Group for any Benefit Authorization issued in error in reliance on the latest eligibility information available to VSP as provided by the Group.

VSP shall pay or deny claims for Plan Benefits provided to Covered Persons, less any applicable Copayment, within a reasonable time but not more than thirty (30) calendar days after VSP has received a completed claim, unless special circumstances require additional time. In such cases, VSP may obtain an extension of fifteen (15) calendar days of this time limit by providing notice to the claimant of the reasons for the extension.

3.03. **Provision of Information to Covered Persons:** Upon request, VSP will make available to Covered Persons necessary information describing Plan Benefits and procedures. A copy of this Plan will be placed with Group. The Plan will also be available at the offices of VSP for copying or inspection by Covered Persons. VSP shall provide Group with an updated list twice annually of Member Doctors' names, addresses, and telephone numbers for distribution to Covered Persons. Covered Persons may also obtain a copy of the latest Member Doctor list by contacting VSP's Customer Service Department in writing or via the toll-free Customer Service telephone line, or by visiting VSP's Web site at www.vsp.com.

3.04. **Preservation of Confidentiality:** VSP will hold in strict confidence all Confidential Matters. VSP will also exercise its best efforts to prevent any of its employees, Member Doctors, or agents, from disclosing any Confidential Matter. An exception would be if disclosure is necessary to enable any of the above to perform their obligations under this Plan, including but not limited to sharing information with medical information bureaus, or as may otherwise be required by law. Covered Persons and/or Groups that want more information on VSP's Confidentiality Policy Provisions may obtain a copy of the Notice of Privacy Practices by contacting VSP's Customer Service Department or by visiting VSP's Web site at www.vsp.com and clicking on the HIPPA link.

3.05. **Emergency Vision Care:** When vision care is necessary for Emergency Conditions, Covered Persons may obtain Plan Benefits by contacting a Member Doctor or Out-of-Network Provider. No prior approval from VSP is required for Covered Person to obtain vision care for Emergency Conditions of a medical nature. However, services for medical conditions, including emergencies, are covered by VSP only under the Acute EyeCare and Supplemental Primary EyeCare Plans. If Group has not purchased one of these plans, Covered Persons are not covered by VSP for medical services and should contact a physician under Covered Persons' medical insurance plans for care. For emergency conditions of a non-medical nature, such as lost, broken or stolen glasses, the Covered Person should contact VSP's Customer Service Department for assistance. Reimbursement and eligibility are subject to the terms of this Plan.

IV.
OBLIGATIONS OF THE GROUP

4.01. **Identification of Eligible Enrollees:** An Enrollee is eligible for coverage under this Plan, if he satisfies the enrollment criteria specified in Paragraph 6.01(a) and/or as mutually agreed to by VSP and Group. Group shall provide monthly eligibility information to VSP in a mutually agreed upon format and medium to identify all Enrollees who are eligible for coverage under this Plan. Group will supply to VSP, on or before the last day of each month, eligibility information sufficient to identify all Enrollees to be added to or deleted from VSP's coverage rosters for the coming month. The eligibility information shall include designation of family status for each such Enrollee, if dependent coverage is provided. Group shall, when requested, make available for inspection by VSP records having a bearing on the coverage of Covered Persons under this Plan.

4.02. **Claims Amounts and Advance of Payment:** Group shall provide all funds necessary to pay the Claims Amount associated with Covered Persons pursuant to this Plan. In order to assure timely and adequate payment, Group agrees to make an Advance Payment as outlined on the attached Schedule of Advance Payment and Administrative Fee, Exhibit B. This Advance Payment is an estimate of the Claims Amount for one (1) month. Group agrees to pay the actual Claims Amounts on a monthly basis within ten (10) days after receipt of VSP's statement. The Advance Payment amount may be adjusted each Plan Term if the average of monthly Claims Amount increases or decreases. The parties agree that such Advance Payment is reimbursable to the Group upon termination of this Plan, after the Group's indebtedness to VSP and/or its benefit providers has been satisfied. However, amounts paid to VSP as Advance Payment shall not be considered assets of the Group, and need not be held in trust by VSP.

4.03. **Administrative Fee:** Additionally, on or before the first day of each month, Group shall remit to VSP an Administrative Fee as outlined on the attached Schedule of Advance Payment and Administrative Fee, Exhibit B. Change will not be made to the Administrative Fee during any Plan Term unless there is a change in the Schedule of Benefits or a material change in any other terms and conditions of the Plan, provided any such change is mutually agreed upon in writing between VSP and Group.

Notwithstanding the above, VSP reserves the right to increase amounts due hereunder during a Plan Term by the amount of any tax or assessment not now in effect which is subsequently levied by any taxing authority, which is attributable to the amount due VSP from Group.

4.04. **Grace Period:** Group shall be allowed a grace period of thirty-one (31) days following the due date for making any payment of amounts due under this Plan. During the grace period, this Plan will remain in full force and effect for all Covered Persons. Late payments will be considered by VSP at the time of Plan renewal and may impact Group's Advance Payment and Administrative Fees in future Plan Terms.

If Group fails to make any payment of amounts due by the end of any grace period, VSP may notify Group that the payment of amounts due has not been made, that coverage is canceled and that the Group is responsible for payment for the Claims Amount associated with Plan Benefits provided to Covered Persons after the last period for which amounts due were fully paid, including the grace period and through the effective date of the termination. Group shall also remain responsible for payment, in accordance with Paragraph 2.02, of any Claims Amount associated with Benefit Authorizations outstanding at the time of termination, and for any legal and/or collection fees incurred by VSP in collecting amounts due under this Plan.

4.05. **Distribution of Required Documents:** Group agrees to distribute to Enrollees any disclosure forms, plan summaries or other materials that may be required to be given to plan subscribers by any regulatory authority. Such materials shall be distributed by Group no later than thirty (30) days after receipt or as otherwise required under state law.

V.
OBLIGATIONS OF COVERED PERSONS UNDER THE PLAN

5.01. **General:** By this Plan, Group makes coverage available to its Enrollees and their Eligible Dependents, if dependent coverage is provided. This Plan may be amended or terminated by agreement between VSP and Group as otherwise indicated herein. Consent or concurrence of Covered Persons for any such amendment or termination is not necessary. This Plan, and all Exhibits, attachments and amendments, constitute VSP's sole and entire undertaking to Covered Persons under this Plan.

All Covered Persons under this Plan shall have the following obligations as a condition of their coverage.

5.02. **Copayments for Services Received:** Where, as indicated on the Schedule of Benefits, Exhibit A hereto, Copayments are required for certain Plan Benefits, these Copayments shall be the personal responsibility of the Covered Person receiving the care and must be paid to the Member Doctor (or Non-Member Doctor if Non-Member Provider benefits are indicated on the attached Schedule of Benefits at Exhibit A) on the date the services are rendered.

5.03. **Obtaining Services from Member Doctors:** Benefit Authorization must be obtained prior to receiving Plan Benefits from a Member Doctor. When a Covered Person desires to receive Plan Benefits from a Member Doctor, the Covered Person must select a Member Doctor, schedule an appointment, and identify himself as a Covered Person in order for the Member Doctor to obtain Benefit Authorization from VSP. Should the Covered Person receive Plan Benefits from a Member Doctor without such Benefit Authorization, then for the purposes of those Plan Benefits provided to the Covered Person, the provider will be considered a Non-Member Provider and the benefits available will be limited to those for a Non-Member Provider, if any.

5.04. **Submission of Non-Member Provider Claims:** All claims for services received from Non-Member Providers (if Non-Member Provider coverage is indicated on the attached Schedule of Benefits at Exhibit A) shall be submitted by Covered Persons to VSP within three hundred sixty-five (365) days of the date of service. VSP reserves the right to reject such claims which are filed more than three hundred sixty-five (365) days after the date of service.

Failure to submit a claim within three hundred sixty-five (365) days, however, shall not invalidate or reduce the claim if it was not reasonably possible to submit the claim within such time period, provided the claim was submitted as soon as was reasonably possible and in no event, except in absence of legal capacity, later than one year from the required date.

5.05. **Complaints and Grievances:** Covered Persons shall report any complaints and/or grievances to VSP at the address given herein. Complaints and grievances are disagreements regarding access to care, quality of care, treatment or service. Complaints and grievances may be submitted to VSP verbally or in writing. A Covered Person may submit written comments or supporting documentation concerning his/her complaint or grievance to assist in VSP's review. VSP will resolve the complaint or grievance within thirty (30) days after receipt, unless special circumstances require an extension of time. In that case, resolution shall be achieved as soon as possible, but not later than one hundred twenty (120) days after VSP's receipt of the complaint or grievance. If VSP determines that resolution cannot be achieved within thirty (30) days, VSP will notify the Covered Person of the expected resolution date. Upon final resolution, VSP will notify the Covered Person of the outcome in writing.

5.06. **Claim Denial Appeals:** If, under the terms of this Plan, a claim is denied in whole or in part, a request may be submitted to VSP by Covered Person or Covered Person's authorized representative for a full review of the denial. Covered Person may designate any person, including his/her provider, as his/her authorized representative. References in this section to "Covered Person" include Covered Person's authorized representative, where applicable.

a) **Initial Appeal:** The request must be made within one hundred eighty (180) days following denial of a claim and should contain sufficient information to identify the Covered Person for whom the claim was denied, including the VSP Enrollee's name, the VSP Enrollee's Member Identification Number, the Covered Person's name and date of birth, the provider of services and the claim number. The Covered Person may review, during normal working hours, any documents held by VSP pertinent to the denial. The Covered Person may also submit written comments or supporting documentation concerning the claim to assist in VSP's review. VSP's response to the initial appeal, including specific reasons for the decision, shall be provided and communicated to the Covered Person as follows:

Denied Claims for Services Rendered: within thirty (30) calendar days after receipt of a request for an appeal from the Covered Person.

b) **Second Level Appeal:** If the Covered Person disagrees with the response to the initial appeal of the claim, the Covered Person has a right to a second level appeal. Within sixty (60) calendar days after receipt of VSP's response to the initial appeal, the Covered Person may submit a second appeal to VSP along with any pertinent documentation. VSP shall communicate its final determination to the Covered Person in compliance with all applicable state and federal laws and regulations and shall include the specific reasons for the determination.

c) **Other Remedies:** When Covered Person has completed the appeals process stated herein, additional voluntary alternative dispute resolution options may be available, including mediation, or Group should advise Covered Person to contact the U.S. Department of Labor or the state insurance regulatory agency for details. Additionally, under the provisions of ERISA (Section 502(a)(1)(B)) [29 U.S.C. 1132(a)(1)(B)], Covered Person has the right to bring a civil action when all available levels of review of denied claims, including the appeals process, have been completed, the claims were not approved in whole or in part, and Covered Person disagrees with the outcome.

5.07. **Time of Action:** No action in law or in equity shall be brought to recover on the Plan prior to the Covered Person exhausting his grievance rights as described in Paragraphs 5.05 and 5.06 above and/or prior to the expiration of sixty (60) days after the claim and any applicable invoices have been filed with VSP. No such action shall be brought after the expiration of six (6) years from the last date that the claim and any applicable invoices may be submitted to VSP, in accordance with the terms of this Plan.

VI.
ELIGIBILITY FOR COVERAGE

6.01. **Eligibility Criteria:** Individuals will be accepted for coverage hereunder only upon meeting all the applicable requirements set forth below.

(a) **Enrollees:** To be eligible for coverage, a person must:

(1) currently be an employee or member of the Group, and

(2) meet the criteria established in the coverage criteria mutually agreed upon by Group and VSP.

(b) **Eligible Dependents:** If dependent coverage is provided, the persons eligible for dependent coverage are:

(1) the legal spouse of any Enrollee, and

(2) any child of an Enrollee, including any natural child from the moment of birth, legally adopted child from the moment of placement for adoption with the Enrollee, or other child for whom a court holds the Enrollee responsible; Such dependent shall be eligible until the end of the month in which they attain the age of 26 years.

(3) as further defined by Group.

If a dependent unmarried child, prior to attainment of the prescribed age for termination of eligibility, becomes and continues to be, incapable of self-sustaining employment because of mental or physical disability, that Eligible Dependent's coverage shall not terminate. Coverage will continue as long as he remains chiefly dependent on the Enrollee for support and the Enrollee's coverage remains in force; PROVIDED satisfactory proof of the dependent's incapacity can be furnished to VSP within thirty-one (31) days of the date the Eligible Dependent's coverage would have otherwise terminated, and at such other times as VSP may request proof, but not more frequently than annually.

6.02. **Documentation of Eligibility:** Persons satisfying the requirements for coverage under either of the above classes shall be eligible if:

(a) in the case of an Enrollee, the individual's name and Social Security Number have been reported by the Group to VSP in the manner provided hereunder, and

(b) in the case of changes to an Eligible Dependent's status, the change has been reported by the Group to VSP in the manner provided herein. As indicated in Paragraph 4.01 above, VSP may elect to inspect the Group's records in order to verify eligibility of Enrollees and dependents. Plan Benefits will be available only to persons on whose behalf applicable amounts due have been paid for the current period, or Grace Periods outlined above in Paragraph 4.04. If a clerical error is made, it will not affect the coverage to which the Covered Person is entitled under the Plan.

6.03. **Retroactive Eligibility Changes:** Retroactive eligibility changes are limited to sixty (60) days prior to the date notice of any such requested change is received by VSP. If coverage is retroactively terminated for an individual, Group shall remain responsible for the Claims Amount associated with any Plan Benefits provided to that individual pursuant to the Benefit Authorization issued by VSP in reliance on the latest eligibility information available to VSP at the time of such Benefit Authorization.

6.04. **Change of Participation Requirements, Contribution of Fees, and Eligibility Rules:** Composition of the Group, percentage of Enrollees covered under the Plan, and Group's contribution and Group's eligibility requirements are all material to VSP's obligations under this Plan. During the term of this Plan, Group must provide VSP with written notice of changes to its composition, percentage of Enrollees covered, contribution or eligibility requirements. Any such change which materially affects VSP's obligations hereunder must be mutually agreed upon in writing between VSP and Group and may constitute a material change to the terms and conditions of this Plan for purposes of Paragraph 4.03. Nothing in this section shall limit Group's ability to add Enrollees and/or Eligible Dependents in accordance with the terms of this Plan.

6.05. **Change in Family Status:** In the event Group is notified of any change in a Covered Person's family status (by marriage, the addition (e.g., newborn or adopted child) or deletion of dependent children, etc.) Group shall provide notice of such change to VSP via the next eligibility listing required under Paragraph 4.01. If such notice is given, the change in the Covered Person's status will be effective on the first day of the month following the request for change, or at a requested later date. Notwithstanding any other provision in this section, a newborn child will be covered for thirty-one (31) days after birth and an adopted child will be covered for thirty-one (31) days after the date the Enrollee or Enrollee's spouse acquires the right to control the health care of the child. To continue coverage for a newborn or adopted child beyond the initial thirty-one (31) day period, the Group must be properly notified of the Enrollee's change in family status and applicable amounts due must be paid to VSP on behalf of the child.

6.06. **Family and Medical Leave Act:** The federal Family and Medical Leave Act of 1993 (FMLA), requires that under certain circumstances health plan benefits available to an eligible Enrollee and his or her Eligible Dependents be made available during certain periods of leave. Benefits will be available at the level and under the conditions coverage would have been provided if the eligible Enrollee had not gone on leave. If, and only to the extent, FMLA applies to the parties to this Plan, VSP shall make the statutorily-required continuation coverage available based on the eligibility information provided by the Group.

VII.
CONTINUATION OF COVERAGE

7.01. **COBRA**: The Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) requires that, under certain circumstances, health plan benefits available to an Enrollee and his or her Eligible Dependents be made available for purchase by said persons upon the occurrence of a COBRA-qualifying event. If, and only to the extent, COBRA applies, VSP shall make the statutorily-required continuation coverage available for purchase in accordance with COBRA.

VIII.
SETTLEMENTS OF DISPUTES

8.01. **Dispute Resolution:** Any dispute or question arising between VSP and Group or any Covered Person involving the application, interpretation, or performance under this Plan shall be settled, if possible, by amicable and informal negotiations. This will allow such opportunity as may be appropriate under the circumstances for fact-finding and mediation. If any issue cannot be resolved in this fashion, it shall be submitted to a court having competent jurisdiction over the parties located in Fairfield County, Connecticut.

8.02. **Choice of Law:** Question(s) and dispute(s) hereunder are to be resolved by a court having competent jurisdiction over the parties located in Fairfield County, Connecticut. However, if there are any matters arising in connection with this Plan which do become the subject of legal process, the applicable law shall be that of the State of delivery of this Plan.

IX.
NOTICES

9.01. **Required Notices**: Any notices to be given under this Plan to either the Group or VSP shall be in writing and delivered by United States First Class Mail. Notices sent to the Group will be mailed to the address shown on the Group Application. Notices sent to VSP shall be sent to the address shown on this Plan. Any notices may be hand-delivered by either party to an appropriate representative of the party, with the burden being on the party effecting such hand-delivery, to prove, if questioned, that such delivery was made.

X.
MISCELLANEOUS

10.01. **Entire Plan:** This Plan, the Group Application, and all Exhibits and attachments, and any amendments hereto, constitute the entire understanding between the parties and supersedes any prior understandings and agreements between them, either written or oral. Any change or amendment to the Plan must be approved by an officer of VSP and attached to be valid. No agent has the authority to change this Plan or waive any of its provisions. Communication materials prepared by Group for distribution to Enrollees do not constitute a part of this Plan.

10.02. **Indemnity:** VSP agrees to indemnify, defend and hold harmless Group, its shareholders, directors, officers, agents, employees, successors and assigns from and against any and all liability, claim, loss, injury, cause of action and expense (including defense costs and legal fees) of any nature whatsoever arising from the failure of VSP, its officers, agents or employees, to perform any of the activities, duties or responsibilities specified herein. Group agrees to indemnify, defend and hold harmless VSP, its members, shareholders, directors, officers, agents, employees, successors and assigns from and against any and all liability, claim, loss, injury, cause of action and expense (including defense costs and legal fees) of any nature whatsoever arising or resulting from the failure of Group, its officers or employees to perform any of the duties or responsibilities specified herein.

10.03. **Liability:** VSP arranges for the provision of vision care services and materials through agreements with Member Doctors, who are independent contractors responsible for exercising independent judgment. VSP does not itself directly furnish vision care services or supply materials. Under no circumstances shall VSP or Group be liable for the negligence, wrongful acts or omissions of any doctor, laboratory, or any other person or organization performing services or supplying materials in connection with this Plan.

10.04. **Assignment:** Neither this Plan nor any of the rights or obligations of either of the parties may be assigned or transferred, except as noted herein, without the prior written consent of both parties.

10.05. **Severability:** Should any provision of this Plan be declared invalid, the remaining provisions shall remain in full force and effect.

10.06. **Governing Law:** This Plan shall be governed by and construed in accordance with applicable federal and Connecticut law. Any provision that is in conflict with, or not in compliance with, applicable federal or state statutes or regulations is hereby amended to conform with the requirements of such statutes or regulations, now or hereafter existing.

10.07. **Gender:** All pronouns used herein are deemed to refer to the masculine, feminine, neuter, singular, or plural, as the identity(ies) of the person(s) may require.

10.08. **Communication Materials**: All Communication materials created by Group which relate to this vision care Plan must adhere to VSP's Member Communication Guidelines, distributed to Group by VSP. Such communication materials may be sent to VSP for review and approval in advance of mailing to Enrollees. VSP's review of such materials shall be limited to approving the accuracy of Plan Benefits and shall not encompass or constitute certification that Group's materials meet any applicable legal or regulatory requirements, including, but not limited to, ERISA requirements.

EXHIBIT A

**VISION SERVICE PLAN INSURANCE COMPANY
SCHEDULE OF BENEFITS
Signature Plan**

GENERAL

This Schedule lists the vision care services and vision care materials to which Covered Persons of VISION SERVICE PLAN INSURANCE COMPANY ("VSP") are entitled, subject to any Copayments and other conditions, limitations and/or exclusions stated herein. If Plan Benefits are available for Non-Member Provider services, as indicated by the reimbursement provisions below, vision care services and vision care materials may be received from any licensed optometrist, ophthalmologist, or dispensing optician, whether Member Doctors or Non-Member Providers. This Schedule forms a part of the Plan or Certificate to which it is attached.

When Plan Benefits are received from Member Doctors, benefits appearing in the first column below are applicable subject to any Copayments as stated below. When Plan Benefits are available and received from Non-Member Providers, the Covered Person is reimbursed for such benefits according to the schedule in the second column below less any applicable Copayments.

COPAYMENT

The benefits described herein are available to each Covered Person subject only to payment of the applicable Copayment by the Covered Person. Copayments are required for Plan Benefits received from Member Doctors and Non-Member Providers. Covered Persons must also follow the proper procedures for obtaining Benefit Authorization.

There shall be a Copayment of \$20.00 for the examination payable by the Covered Person to the Member Doctor at the time services are rendered. If materials (lenses and frames) are provided, there shall be an additional \$30.00 Copayment payable at the time the materials are ordered. However, the Copayment for materials shall not apply to elective contact lenses.

PLAN BENEFITS

| | <u>MEMBER DOCTOR BENEFIT</u> | <u>NON-MEMBER PROVIDER BENEFIT</u> |
|--|---|---|
|--|---|---|

VISION CARE SERVICES

| | | |
|-------------------------------|------------------|-----------------|
| <u>Eye Examination</u> | Covered in Full* | Up to \$ 40.00* |
|-------------------------------|------------------|-----------------|

Complete initial vision analysis which includes an appropriate examination of visual functions, including the prescription of corrective eyewear where indicated.

Subsequent regular eye examinations every 12 months.

*Less any applicable Copayment.

VISION CARE MATERIALS

| <u>Lenses</u> | <u>MEMBER DOCTOR BENEFIT</u> | <u>NON-MEMBER PROVIDER BENEFIT</u> |
|----------------------|---|---|
| Single Vision | Covered in full* | Up to \$ 40.00* |
| Bifocal | Covered in full* | Up to \$ 60.00* |
| Trifocal | Covered in full* | Up to \$ 80.00* |
| Lenticular | Covered in full* | Up to \$ 125.00* |

Available once every 12 months.

| | | |
|----------------------|-------------------------------|-----------------|
| <u>Frames</u> | Covered up to Plan Allowance* | Up to \$ 45.00* |
|----------------------|-------------------------------|-----------------|

Available once every 24 months.

*Less any applicable Copayment.

Frame allowance may be applied towards non-prescription sunglasses for post PRK, LASIK, or Custom LASIK patients.

Client charge shall be determined by the then applicable wholesale/retail equivalent conversion factor.

Lenses and frames include such professional services as are necessary, which shall include:

- Prescribing and ordering proper lenses;
- Assisting in the selection of frames;
- Verifying the accuracy of the finished lenses;
- Proper fitting and adjustment of frames;
- Subsequent adjustments to frames to maintain comfort and efficiency;
- Progress or follow-up work as necessary.

CONTACT LENSES

Contact lenses are available once every 12 months in lieu of all other lens and frame benefits available herein. When contact lenses are obtained, the Covered Person shall not be eligible for lenses again for 12 months and frames for 24 months.

Necessary-

Necessary Contact Lenses are a Plan Benefit when specific benefit criteria are satisfied and when prescribed by Covered Person's Member Doctor or Non-Member Provider. Prior review and approval by VSP are not required for Covered Person to be eligible for Necessary Contact Lenses.

**MEMBER DOCTOR
BENEFIT**

Professional Fees and Materials
Covered in full*

**NON-MEMBER
PROVIDER BENEFIT**

Professional Fees and Materials
Up to \$210.00*

Elective -

**MEMBER DOCTOR
BENEFIT**

Professional Fees and Materials**
Up to \$105.00

**NON-MEMBER
PROVIDER BENEFIT**

Professional Fees and Materials
Up to \$105.00

*Subject to Copayment

**15% discount applies to Member Doctor's usual and customary professional fees for contact lens evaluation and fitting.

LOW VISION BENEFIT

The Low Vision benefit is available to Covered Persons who have severe visual problems that are not correctable with regular lenses.

| | <u>MEMBER DOCTOR BENEFIT</u> | <u>NON-MEMBER PROVIDER BENEFIT</u> |
|------------------------------|---|---|
| Supplementary Testing | Covered in Full | Up to \$125.00 |

Complete low vision analysis/diagnosis, which includes a comprehensive examination of visual functions, including the prescription of corrective eyewear or vision aids where indicated.

| | | |
|-------------------------------|-------------|-------------|
| Supplemental Care Aids | 75% of Cost | 75% of Cost |
|-------------------------------|-------------|-------------|

Subsequent low vision aids.

Copayment for Supplemental Aids: 25% payable by Covered Person.

Benefit Maximum

The maximum benefit available is \$1000.00 (excluding Copayment) every two years.

NON-MEMBER PROVIDER BENEFIT

Low Vision benefits secured from a Non-Member Provider are subject to the same time limits and Copayment arrangements as described above for a Member Doctor. The Covered Person should pay the Non-Member Provider his full fee. The Covered Person will be reimbursed in accordance with an amount not to exceed what VSP would pay a Member Doctor in similar circumstances. NOTE: There is no assurance that this amount will be within the 25% Copayment feature.

EXCLUSIONS AND LIMITATIONS OF BENEFITS

Some brands of spectacle frames may be unavailable for purchase as Plan Benefits, or may be subject to additional limitations. Covered Persons may obtain details regarding frame brand availability from their VSP Member Doctor or by calling VSP's Customer Care Division at (800) 877-7195.

PATIENT OPTIONS

This Plan is designed to cover visual needs rather than cosmetic materials. When the Covered Person selects any of the following extras, the Plan will pay the basic cost of the allowed lenses or frames, and the Covered Person will pay the additional costs for the options.

- Optional cosmetic processes.
- Anti-reflective coating.
- Color coating.
- Mirror coating.
- Scratch coating.
- Blended lenses.
- Cosmetic lenses.
- Laminated lenses.
- Oversize lenses.
- Polycarbonate lenses.
- Photochromic lenses, tinted lenses except Pink #1 and Pink #2.
- Progressive multifocal lenses.
- UV (ultraviolet) protected lenses.
- Certain limitations on low vision care.
- A frame that costs more than the Plan allowance.
- Contact lenses (except as noted elsewhere herein).

NOT COVERED

There is no benefit for professional services or materials connected with:

- Orthoptics or vision training and any associated supplemental testing; plano lenses (less than a $\pm .50$ diopter power); or two pair of glasses in lieu of bifocals;
- Replacement of lenses and frames furnished under this Plan which are lost or broken, except at the normal intervals when services are otherwise available;
- Medical or surgical treatment of the eyes;
- Corrective vision treatment of an Experimental Nature;
- Costs for services and/or materials above Plan Benefit allowances;
- Services and/or materials not indicated on this Schedule as covered Plan Benefits.

VSP MAY, AT ITS DISCRETION, WAIVE ANY OF THE PLAN LIMITATIONS IF, IN THE OPINION OF VSP'S OPTOMETRIC CONSULTANTS, IT IS NECESSARY FOR THE VISUAL WELFARE OF THE COVERED PERSON.

**PLAN BENEFITS
AFFILIATE PROVIDERS**

GENERAL

Affiliate Providers are providers of Covered Services and Materials who are not contracted as Member Doctors but who have agreed to bill VSP directly for Plan Benefits provided pursuant to this Schedule. However, some Affiliate Providers may be unable to provide all Plan Benefits included in this Schedule. Covered Person should discuss requested services with their provider or contact VSP Customer Care for details.

COPAYMENT

There shall be a Copayment of \$20.00 for the examination payable by the Covered Person at the time services are rendered. If materials (lenses and frames) are provided, there shall be an additional \$30.00 Copayment payable at the time the materials are ordered. The Copayment for materials shall not apply to Elective Contact Lenses.

COVERED SERVICES AND MATERIALS

EYE EXAMINATION- Covered in full* once every 12 months**

Comprehensive examination of visual functions and prescription of corrective eyewear.

LENSES - Covered in full* once every 12 months**

Spectacle Lenses (Single, Lined Bifocal, or Lined Trifocal)

FRAMES - Covered up to the Plan allowance* once every 24 months**

CONTACT LENSES

ELECTIVE

Elective Contact Lenses are covered up to \$105.00 once every 12 months**

The Elective Contact Lens allowance applies to materials only.

NECESSARY

Necessary Contact Lenses are covered up to \$210.00* once every 12 months**

Necessary Contact Lenses are a Plan Benefit when specific benefit criteria are satisfied and when prescribed by Covered Person's Doctor.

Contact Lenses are provided in place of spectacle lens and frame benefits available herein.

*Less any applicable Copayment.

**Beginning with the first date of service.

LOW VISION

Professional services for severe visual problems not correctable with regular lenses, including:

Supplemental Testing: Up to \$ 125.00†

-Includes evaluation, diagnosis and prescription of vision aids where indicated.

Supplemental Aids: 75% of Affiliate Provider's fee up to \$1000.00†

†Maximum benefit for all Low Vision services and materials is \$1000.00 every two (2) years and a maximum of two supplemental tests within a two-year period

Low Vision Services are a Plan Benefit when specific benefit criteria are satisfied and when prescribed by Covered Person's Doctor.

EXCLUSIONS AND LIMITATIONS OF BENEFITS

1. Exclusions and limitations of benefits described above for Member Doctors shall also apply to services rendered by Affiliate Providers.
2. Services from an Affiliate Provider are in lieu of services from a Member Doctor or a Non-Member Provider.
3. VSP is unable to require Affiliate Providers to adhere to VSP's quality standards.
4. Where Affiliate Providers are located in membership retail environments, Covered Persons may be required to purchase a membership in such entities as a condition of obtaining Plan Benefits.

EXHIBIT B

**VISION SERVICE PLAN INSURANCE COMPANY
SCHEDULE OF ADVANCE PAYMENT AND ADMINISTRATIVE FEE
Signature Plan**

VSP shall be entitled to receive amounts due for each month on behalf of each Enrollee and his/her Eligible Dependents, if any in the amounts specified below:

| | |
|---------------------|--|
| ADVANCE PAYMENT: | \$0.00 |
| ADMINISTRATIVE FEE: | \$0.59 PER ELIGIBLE ENROLLEE AND THEIR ELIGIBLE DEPENDENTS |

NOTICE: The amount due under this Plan is subject to change upon renewal (after the end of the Plan Term or any subsequent Plan Term) or upon change of the Schedule of Benefits or a material change in any other terms or conditions of the Plan.

ADDENDUM

**VISION SERVICE PLAN INSURANCE COMPANY
ADDITIONAL BENEFIT RIDER
DIABETIC EYECARE PLUS PROGRAM**

GENERAL

This Rider lists additional vision care benefits to which Covered Persons of VISION SERVICE PLAN INSURANCE COMPANY ("VSP") are entitled, subject to any applicable Copayments and other conditions, limitations and/or exclusions stated herein or in the Schedule of Benefits with which it is associated. Plan Benefits under the Diabetic Eyecare Program are available to Covered Persons who have been diagnosed with type 1 or type 2 diabetes and specific ophthalmological conditions. This Rider forms a part of the PLAN or Evidence of Coverage to which it is attached.

ELIGIBILITY

The following are Covered Persons under this Plan, pursuant to eligibility criteria established by Client:

- Enrollee.
- The legal spouse of Enrollee.
- Any child of Enrollee, including any natural child from the date of birth, legally adopted child from the date of placement for adoption with the Enrollee, or other child for whom a court or administrative agency holds the Enrollee responsible.

Dependent children are covered up to the end of the month in which they attain the age of 26 years.

A dependent, unmarried child over the limiting age may continue to be eligible as a dependent if the child is incapable of self-sustaining employment because of mental or physical disability, and chiefly dependent upon Enrollee for support and maintenance.

PROGRAM DESCRIPTION

The Diabetic Eyecare Plus Program ("DEP Plus") is intended to be a supplement to Covered Person's group medical plan. Providers will first submit a claim to Covered Person's group medical insurance plan, and then to VSP. Any amounts not paid by the medical plan will be considered for payment by VSP. (This is referred to as "Coordination of Benefits" or "COB." Please refer to the Coordination of Benefits section of Covered Person's Evidence of Coverage for additional information regarding COB.) If Covered Person does not have a group medical plan, providers will submit claims directly to VSP.

Examples of symptoms which may result in an Covered Person seeking services under DEP Plus may include, but are not limited to:

- blurry vision
- transient loss of vision
- trouble focusing
- "floating" spots

Examples of conditions which may require management under DEP Plus may include, but are not limited to:

- diabetic retinopathy
- diabetic macular edema
- rubeosis

REFERRALS

If Covered Person's Member Doctor cannot provide Covered Services, the doctor will refer the Covered Person to another Member Doctor or to a physician whose offices provide the necessary services.

If the Covered Person requires services beyond the scope of DEP Plus, the Member Doctor will refer the Covered Person to a physician.

Referrals are intended to insure that Covered Person receive the appropriate level of care for their presenting condition. **Covered Persons do not require a referral from a Member Doctor in order to obtain Plan Benefits.**

**PLAN BENEFITS
VSP NETWORK DOCTORS**

COVERED SERVICES

Eye Examination: Covered in full after a Copayment of \$20.00.

Special Ophthalmological Services: Covered in Full.

EXCLUSIONS AND LIMITATIONS OF BENEFITS

The Diabetic Eyecare Plus Program provides coverage for limited, vision-related medical services. A current list of these procedures will be made available to Covered Person upon request. The frequency at which these services may be provided is dependent upon the specific service and the diagnosis associated with such service.

NOT COVERED

1. Services and/or materials not specifically included in this Rider as Plan Benefits.
2. Frames, lenses, contact lenses or any other ophthalmic materials.
3. Orthoptics or vision training and any associated supplemental testing.
4. Surgery of any type, and any pre- or post-operative services.
5. Treatment for any pathological conditions.
6. An eye exam required as a condition of employment.
7. Insulin or any medications or supplies of any type.
8. Local, state and/or federal taxes, except where VSP is required by law to pay.

DIABETIC EYECARE PROGRAM DEFINITIONS

| | |
|------------------------|---|
| Diabetes | A disease where the pancreas has a problem either making, or making and using, insulin. |
| Type 1 Diabetes | A disease in which the pancreas stops making insulin. |
| Type 2 Diabetes | A disease in which the pancreas either makes too little insulin or cannot properly use the insulin it makes to convert blood glucose to energy. |
| Diabetic Retinopathy | A weakening in the small blood vessels at the back of the eye. |
| Rubeosis | Abnormal blood vessel growth on the iris and the structures in the front of the eye. |
| Diabetic Macular Edema | Swelling of the retina in diabetes mellitus due to leaking of fluid from blood vessels within the macula. |

BOARD OF EDUCATION

ARESTA L. JOHNSON
Interim Superintendent of Schools

City Hall - 45 Lyon Terrace
Bridgeport, Connecticut 06604

MEMBERS OF THE BOARD cont.

HOWARD GARDNER

DENNIS BRADLEY

MARIA PEREIRA

BEN WALKER

ANNETTE SEGARRA-NEGRON

RAFAEL FONSECA JR.



"Changing Futures and Achieving Excellence Together"

MEMBERS OF THE BOARD

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SAUDA EFIA BARAKA
Vice-Chairperson

JOHN R. WELDON
Secretary

COMM. #28-16 Ref'd to Contracts Committee on 02/06/2017.

January 31, 2017

City Clerk
Lydia N. Martinez
City of Bridgeport
45 Lyon Terrace, Room 204
Bridgeport, CT 06604

RE: Bridgeport Education Association Arbitration Award

Dear Ms. Martinez,

Enclosed please find the arbitration award for the contract between the Bridgeport Board of Education and the Bridgeport Education Association, for the period from July 1, 2017 through June 30, 2020. This arbitration award is forwarded to you pursuant to Conn. Gen. Stat. § 10-153f. Pursuant to statute, the City Council has twenty-five days in which to reject this arbitration award by a two-thirds vote.

Sincerely,

Aresta L. Johnson, Ed.D.
Interim Superintendent of Schools

ATTEST
CITY CLERK

RECEIVED
CITY CLERK'S OFFICE
2017 JAN 31 P 2:31

STATE OF CONNECTICUT
DEPARTMENT OF EDUCATION

In the Matter of)

Bridgeport Board of Education)

-and-)

Bridgeport Education Association)
_____)

Interest Arbitration Award
Under Section 10-153f
Connecticut General Statutes

January 26, 2017

STIPULATED ARBITRATION AWARD

Arbitration Panel:

Gerald T. Weiner, Esq., Chair, Representing the Interests of the Public

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

Gail McKinley-Anderson, Representing the Interests of the Bridgeport Education Association

Appearances:

For: Bridgeport Board of Education
Gary R. Brochu, Esq.
Shipman & Goodwin LLP
One Constitution Plaza
Hartford, CT 06103

For: Bridgeport Education Association
Rebecca Mitchell

Connecticut Education Association
799 Silver Lane
Trumbull, CT 06611

CONTENTS

- I. The Proceedings
 - II. Stipulated Award
 - III. Arbitrators' Signatures and Oaths
-
-

I. The Proceedings

The Bridgeport Board of Education (hereinafter Board) and the Bridgeport Education Association (hereinafter Association) are parties to a Collective Bargaining Agreement. Pursuant to the applicable provisions of Section 10-153a et seq. of the Connecticut General Statutes, as amended, the parties commenced negotiations on a successor agreement. Unable to resolve their disputed issues in either negotiations or mediation, the parties submitted the matter to arbitration before this Arbitration Panel.

In accordance with the timelines of the aforementioned statute and pursuant to Notice sent by the Connecticut Department of Education, the Arbitration Panel commenced the arbitration proceeding on January 3, 2017, at the Bridgeport Board of Education, 45 Lyon Terrace, Bridgeport, Connecticut. This initial session was administrative in nature. A second arbitration hearing was scheduled for January 17, 2017. The January 17, 2017, hearing did not go forward as the parties notified the Panel by email dated January 13, 2017, that all outstanding issues were resolved.

Thereafter, the Board and the Association jointly filed their stipulations with the Panel.

Section 10-153f(c)(4) of the Connecticut General Statutes states, in pertinent part, "At any time prior to the issuance of a decision by the arbitrators or the single arbitrator, the parties may jointly file with the arbitrators or single arbitrator, any stipulations setting forth contract provisions which both parties agree to accept."

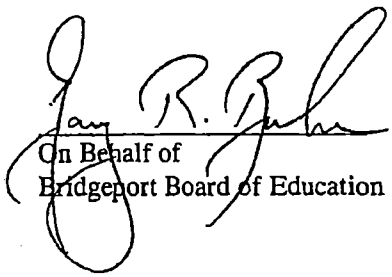
Based upon this statutory directive, the Arbitration Panel accepts the parties' jointly filed stipulations and issues this Stipulated Award.

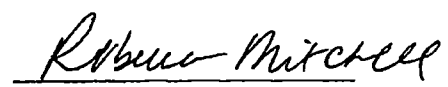
II. Stipulated Award

In the Matter of Binding Arbitration :
 :
 Between :
 :
 The Bridgeport Board of Education :
 :
 - and - :
 :
 The Bridgeport Education Association :

January 17, 2017

The parties jointly submit the attached Agreed Language Document and hereby stipulate that the attached document represents the joint submission of the parties, and request that the arbitration panel enter the Agreed Language Document as a stipulated award for the above referenced arbitration proceeding, resolving all outstanding issues between the parties.


On Behalf of
Bridgeport Board of Education


On Behalf of
Bridgeport Education Association

AGREEMENT

between

**THE BRIDGEPORT EDUCATION
ASSOCIATION**

and

THE BRIDGEPORT BOARD OF EDUCATION

July 1, 2017 - June 30, 2020

TABLE OF CONTENTS

ARTICLE I - RECOGNITION1
ARTICLE II - PROFESSIONAL NEGOTIATION2
 Negotiation Over Successor Agreement and Budget2
 Consultation Over Matters Not Covered by Terms of the Agreement2
 Consultation Over State Funding3
ARTICLE III - GRIEVANCE PROCEDURE.....3
 Definition.....4
 Procedure.....4
 Preliminary Procedure4
 Level One5
 Level Two.....5
 Level Three.....5
 Level Four5
 Rights of Teachers to Representation.....6
 Miscellaneous.....7
ARTICLE IV - SALARIES.....8
 Definitions.....8
 Placement.....8
 Advancement9
 Optional Pay Plan10
 Longevity.....10
 Special School Programs10
 Travel Allowance.....11
 Extra-Curricular Compensation12
 Mentors12
ARTICLE V - BENEFITS.....12
 Group Health Insurance (Active Teachers).....12
 Retired Teachers Age 55-6413
 Retired Teachers Age 65 and Above13
 Group Term Life Insurance and Accidental Death and Dismemberment Policy14
 Dental Insurance14
 Section 125/129 Plan and Insurance Waiver14
 Protection of Members of the Unit15
 Accident and Sickness Benefits - Teacher Injured While Working16
 Comp Plan Reopener17
ARTICLE VI - LEAVES OF ABSENCE17
 Sick Leave17
 Death in Family18
 Illness in Family18
 Educational Conferences18
 Sabbatical Leave19
 Personal Days19
 Pregnancy Disability Leave20
 Child-Rearing Leave.....20
 Jury Duty21
 Military Duty.....22
 Unexcused Absence.....22
 General Leaves of Absence.....23

| | |
|---|---------------|
| ARTICLE VII - WORKING CONDITIONS | 24 |
| Class Size..... | 24 |
| Special Education..... | 27 |
| Lunch Duty..... | 27 |
| Teacher Assignment and Transfer..... | 28 |
| Promotions..... | 30 |
| New Positions..... | 31 |
| Teacher Facilities..... | 31 |
| Textbooks and Supplies..... | 32 |
| Non-Teaching Duties..... | 33 |
| Curriculum Revision..... | 33 |
| School Preparation Periods..... | 34 |
| Attendance Records..... | 35 |
| Subject Areas..... | 35 |
| Miscellaneous Meetings..... | 35 |
| Job Descriptions..... | 36 |
| Federally Funded Positions..... | 37 |
| ARTICLE VIII - PAYROLL DEDUCTIONS AND AGENCY SHOP | 37 |
| Payroll Deductions..... | 37 |
| Dues Deduction and Service Fee Deduction..... | 38 |
| Information for Teacher Personnel Files..... | 39 |
| Teacher Personnel Files..... | 39 |
| ARTICLE IX - ASSOCIATION BUSINESS | 40 |
| ARTICLE X - GENERAL PROVISIONS | 40 |
| Reduction in Force..... | 40 |
| New Employees..... | 42 |
| Clerks..... | 42 |
| Student Teachers..... | 42 |
| Student Discipline..... | 42 |
| Security Duty..... | 42 |
| Retirement Incentive..... | 42 |
| ARTICLE XI - TEACHER EVALUATION AND DISCIPLINE | 43 |
| Increments..... | 43 |
| Teacher Discipline..... | 43 |
| ARTICLE XII - TEACHING HOURS | 43 |
| Per Diem Compensation..... | 43 |
| Teaching Hours..... | 43 |
| ARTICLE XIII - FINGERPRINTING/BACKGROUND CHECKS | 44 |
| ARTICLE XIV - DURATION | 44 |
| APPENDIX A - SALARY SCHEDULES | 45 |
| 2017-2018 TEACHERS' SALARY SCHEDULE | 45 |
| 2018-2019 TEACHERS' SALARY SCHEDULE..... | 46 |
| 2019-2020 TEACHERS' SALARY SCHEDULE..... | 47 |
| APPENDIX B - TEACHERS' SALARY SCHEDULE | 48 |
| APPENDIX C - COACHES' SALARIES | 49 |
| APPENDIX C — 1 - CRITERIA FOR COACHES | 51 |
| APPENDIX CC - EXTRA CURRICULAR ACTIVITIES COMPENSATION SCHEDULE | 52 |
| APPENDIX D - TEACHER'S CONTRACT | 53 |
| APPENDIX E - ANNUAL SALARY AGREEMENT | 55 |
| APPENDIX F - SIDE LETTER OF UNDERSTANDING ON COMMITTEE ON SUBSTITUTES AND PUBLIC ACT §07-3 | 56 |

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

ARTICLE I
RECOGNITION

- 1.1 The Board recognizes the Association as the exclusive representative of all certified professional employees of the Board, excluding the Superintendent of Schools ("Superintendent"), Assistant Superintendents, certified professional employees who act for the Board of Education in negotiations with certified professional personnel or are directly responsible to the Board for personnel relations or budget preparation, temporary substitutes, and certified professional employees who are included in the Administrators Unit as defined in Section 10-153b(a), (hereinafter referred to as "members of the unit or teachers") pursuant to and with all the rights and privileges as provided by Section 10-153b - 10-153f of Connecticut General Statutes, as amended (hereinafter referred to as the "Statute"); the Association having been certified as the exclusive representative in a teacher representative referendum conducted on October 19, 1965.
- 1.2 The term "teacher" or "member of unit," as used in this Agreement, except where otherwise indicated, is considered to apply to all certified professional employees in the unit defined in Section 1.1, and to those employees who hold valid durational shortage area permits (DSAPS) consistent with Connecticut General Statutes. Notwithstanding the above, all rights and benefits expressed in Article 10.1 Reduction in Force shall not apply to those members licensed under DSAP.
- 1.3 Except as expressly provided otherwise by specific provisions of this Agreement, the determination and administration of educational policies, the operation of the schools and the direction of the professional staff are vested exclusively in the Board or in the Superintendent when so authorized by the Board.
- 1.4 The Association recognizes that the Board has the right to adopt and amend reasonable rules and regulations, and it is understood teachers shall continue to serve under the direction of the Superintendent of Schools and in accordance with Board and Administrative policies and such rules and regulations provided that this agreement shall supersede and prevail over conflicting rules and regulations. The Board shall compile and make available a copy of such rules and regulations. Any change or addition to Board rules and regulations shall be posted in each school within one week of the Board's adoption.
- 1.5 It is understood that this Agreement is subject to, and shall operate within the framework of the Statutes of the State of Connecticut.
- 1.6 No certified professional employee shall in an effort to effect a settlement of any disagreement with the Board engage in any strike or concerted refusal to render

services.

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

ARTICLE II
PROFESSIONAL NEGOTIATION

2.1 Negotiation Over Successor Agreement and Budget

- 2.1.1 Professional negotiations will be governed by the Teacher Negotiation Act, C.G.S. § 10-153.
- 2.1.2 During negotiation, the Board and the Association shall exchange relevant data, points of view and proposals and counterproposals. The Board shall provide the Association with a complete budget for the following school year, and will give the Association the opportunity to meet with the Board or its designees to discuss the Board's contemplated budget prior to its submission to the comptroller. The parties shall make available to each other for inspection all pertinent records. Personnel records shall not be released for inspection without the approval of the Superintendent or Assistant Superintendent.

2.2 Consultation Over Matters Not Covered by Terms of the Agreement

- 2.2.1 During the duration of the Agreement, in the event that the Association desires to make any proposal, the subject matter of which is not covered herein, the Association may submit such proposal in writing to the Superintendent (which term as used in this Section B shall also include his designee). The Superintendent shall acknowledge receipt of the proposal in writing within three (3) days thereafter. The Superintendent and the Association shall arrange for a mutually satisfactory time and place for a meeting to consult over such proposal within fifteen (15) days after receipt of the proposal, unless the Superintendent and the Association mutually agree to an extension of time for such meeting. During the initial and subsequent consultation meetings, the Superintendent and the Association shall exchange relevant data, points of view, and proposals and counterproposals. The parties shall make all pertinent records and information within their possession available for inspection to each other. Either party may, if it so desires, utilize the services of outside consultants and may call upon professional and lay representatives to assist in the consultation.
- 2.2.2 If an agreement is reached, it shall be presented to the Board as a joint recommendation of the Superintendent and the Association if the matter is one upon which the Board action is necessary. The Board shall not reject such

recommendation without further consultation with the Association in a good faith effort to resolve the disagreement.

- 2.2.3 If the Association is dissatisfied with the progress or absence of consultation with the Superintendent, the Association may so notify the Board in writing and shall have the right to consultation directly with the Board in a good faith effort to reach agreement.
- 2.2.4 The Board shall not adopt a change in policy affecting salaries, fringe benefits, or working conditions which conflicts with a specific term of this Agreement.
- 2.2.5 Except in emergency situations when the Board will notify the Association as soon as practicable, the Board shall furnish the Association in writing any proposed policy or policy change it intends to promulgate at least thirty (30) days prior to its effective date. Within such thirty day period, a representative of the Board will, if requested by the Association, meet to discuss such proposed policy.
- 2.2.6 Any agreement reached with the Superintendent or the Board, as the case may be, shall be reduced to writing, shall be signed by the Board and the Association, and shall become an addendum to this Agreement.
- 2.2.7 The Board agrees not to negotiate at any time with any teachers' organization other than that designated as the representative pursuant to the Statute.

2.3 Consultation Over State Funding

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

ARTICLE III
GRIEVANCE PROCEDURE

- 3.1 The Board and the Association recognize the importance of orderly, just and expeditious resolution of issues which may arise as the result of those provisions of an agreement dealing with salaries and conditions of employment under the Statute, and accordingly agree herein upon a grievance procedure for the effective processing of such disputes.

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

The purpose of the following grievance procedure shall be to settle equitably at the lowest possible administrative level disputes which may arise from time to time with respect to the specific provisions of this Agreement. The Board and the Association agree that these proceedings shall be kept as informal and confidential as may be

appropriate at any level of the procedure. Upon written request containing specific descriptions of pertinent data the parties agree to make available to each other and to any aggrieved person and/or their respective representatives such data not privileged under law which is within their possession and which bears on the issues raised by the grievance.

3.2 Definition

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

3.3 Procedure

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

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

3.4 Preliminary Procedure

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

3.5 Level One

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

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

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

3.6 Level Two

In the event that the grievant is not satisfied with the disposition of his/her grievance at Level One, either via a written decision by the Assistant Superintendent or the absence of a written decision, the Chairperson of the Committee on PR&R may refer the grievance no later than thirteen (13) days after the Level One meeting to the Superintendent or his/her designee. Within five (5) school days after receiving the written grievance, the Superintendent or his/her designee shall meet with the grievant for the purpose of resolving the grievance.

3.7 Level Three

In the event that the grievant is not satisfied with the disposition of his/her grievance at Level Two, either via a written decision by the Superintendent or the absence of a written decision, the Chairperson of the Committee on PR&R may refer the grievance no later than thirteen (13) days after the Level Two meeting to the Board. Within ten (10) school days after receiving the written grievance, the Board or a designated sub-committee of the Board shall meet with the grievant for the purpose of resolving the grievance.

3.8 Level Four

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

3.8.2 It is agreed that the selection of an arbitrator shall be determined by the then existing Rules and Regulations of the American Arbitration Association.

3.8.3 The arbitrator so selected shall confer with representatives of the Board and the Committee on PR&R and hold hearings promptly and shall issue his/her decision in

accordance with the then existing rules and regulations of the American Arbitration Association. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement and shall be without power or authority to add to, subtract from, modify or delete any term or provision of this agreement. The decision of the arbitrator shall be submitted to the Board and to the Bridgeport Education Association and, subject to law, shall be final and binding, provided that the arbitrator shall not usurp the function of the Board or the proper exercise of the judgment and discretion of the Board under law and under this agreement.

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

3.9 Rights of Teachers to Representation

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

3.9.2 The right to advance a grievance to a higher level of the grievance procedure based upon determination that the grievance is meritorious, remains solely that of the Association. However, the grievant may choose to be represented by a party other than the Association up to and including Level Three. Representation at Level Four shall be the responsibility of the Association. When a teacher is not represented by the Association at Level One, Level Two or Level Three, the Association shall have the right to be present and state its views.

3.9.3 Any teacher, asked to meet with any principal, supervisor, or superior on a matter which such principal, supervisor or superior indicates will be disciplinary in nature, may request a representative of the Association to be present at such a meeting.

3.9.4 A teacher who has been discharged by the Board shall not have recourse to the grievance process, but in lieu thereof such teacher shall have all rights set forth in Section 10-151 of the Connecticut General Statutes, including the right to appeal the discharge from the decision of the Board in accordance with the aforesaid provisions of the General Statutes.

3.9.5 Any hearing held by the Board with respect to the discharge of a teacher will be governed by the teacher Fair Dismissal Law, C.G.S. § 10-151.

3.10 Miscellaneous

3.10.1 If a grievance affects a group or class of teachers, the Committee on PR&R may submit such grievance in writing to the Deputy Superintendent directly or at the Deputy Superintendent's election, to his/her designee and the processing of such grievance shall be commenced at Level One. The Committee on PR&R may process such a grievance through all levels of the procedure even though the aggrieved

persons do not wish to do so.

- 3.10.2 If a grievance originates directly from the Superintendent's office, the PR&R Committee shall submit such grievance in writing to the Superintendent directly or at the Superintendent's election to his/her designee and the processing of such grievance shall be commenced at Level Two.
- 3.10.3 The written grievance shall state the specific article, section and subsection of this agreement claimed to have been violated, a brief set of facts, and the relief requested. Decisions rendered at Levels One and Two of the Grievance Procedure shall be in writing setting forth the decision and the reasons therefore and shall be promptly transmitted to all parties in interest and to the Chairperson of the Committee on PR&R. Decisions rendered at Level Three shall be in accordance with the procedures hereinbefore set out.
- 3.10.4 The Board and the PR&R Committee shall jointly adopt Grievance Procedure Forms and such forms will be available in each school. All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the grievant.
- 3.10.5 The procedure set forth above shall be the sole and exclusive remedy available to an grievant hereunder.
- 3.10.6 Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the grievant to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step, and shall constitute the expiration of the grievance.
- 3.10.7 Any decision, course of conduct or other action which becomes the subject of a grievance shall not be stayed pending the processing of the grievance except with the written consent of the Superintendent or the Board, which consent shall not be unreasonably withheld. A decision at any level of the procedure in favor of the grievant, however, may provide appropriate restitution or other remedy for the period during which the grievance was suffered.

ARTICLE IV **SALARIES**

- 4.1 The salaries of all persons covered by this Agreement are set forth in "Salary Schedules" which are attached hereto as Appendices and made a part of this Agreement.
- 4.2 The Board hereby adopts the Teacher's Initial Contract, and the Teachers Annual Salary Agreement forms attached hereto as Appendices "D" and "E." All said salary notifications and agreements must be transmitted to and completed by employees electronically.

4.3 Definitions

The terms used in the above Schedules shall be interpreted and applied in accordance with the following definitions:

- 4.3.1 Bachelor - A baccalaureate degree earned at an accredited college or university.
- 4.3.2 Bachelor + 30 - Credit on the M.A. Schedule will be given to those teachers who have a B.A. plus 30 credits, provided that at least six (6) credits of the 30 credits have been completed during the last five (5) years, before the request is made to move to the M.A. Schedule.

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

- 4.3.3 Master - A master's degree earned at an accredited college or university.
- 4.3.4 M.A. + 1 - The completion of thirty (30) credits beyond the M.A. degree or B.A. + 60.
- 4.3.5 Doctorate - A doctor's degree earned at an accredited college or university, except that a juris doctor shall not be recognized for purposes of placement or advancement. A Doctorate shall not be recognized for purposes of placement or advancement of any teacher hired on or after July 1, 2014.

4.4. Placement - All members of the unit shall at the commencement of the school year be placed on the appropriate step in the salary schedule, taking into consideration the following:

- 4.4.1 Degree status as defined in Section 4.3 above.
- 4.4.2 Annual service credit up to maximum of schedule for previous certified teaching experience in an accredited school upon approval of the Superintendent. This section applies to initial appointments only and is not retroactive.
- 4.4.3 In certification areas identified by the State Department of Education as teacher shortage areas and in those certification areas in which the Board has experienced difficulty in attracting and retaining teachers within the last academic year, the Superintendent of Schools shall also have discretion to grant annual service credit for work experience in related areas and up to but no more than (7) seven additional years of service credit. Prior to June 1 of each school year, the Superintendent of Schools shall provide the Association with a list of those certification areas for which he/she requires such discretion. In the event a vacancy exists in an identified shortage area at anytime during the academic school year or one (1) week prior to the start of the academic school year, the Superintendent shall have further discretion so as to fill that position in an expeditious manner

4.4.4 Annual service credit for up to two (2) years active service in the Armed Forces of the United States, Peace Corps or similar agencies upon approval of the Superintendent. This section applied to initial appointments only and is not retroactive.

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

4.5 Advancement

4.5.1 Teachers will only advance to the next highest column on the salary schedule either in September or February provided the teachers first notified the Board, in writing, by February 1 of the preceding school year of the teacher's intention to complete such requirements. Written notification will be the completion of the salary advancement form distributed by the Office of Human Resources. In addition, official transcripts for movement on the salary schedule must be submitted to the Office of Human Resources by December 1 for salary credit beginning September 1 of that year and March 1 for salary credit beginning February 1 of that year. If an unusual case should arise, in which the teacher cannot meet the above deadlines, the teacher will write to the Office of Human Resources, giving reasons for failing to meet the deadlines and asking for an extension.

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

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

4.6 Optional Pay Plan - All teachers hired by September 15th in the Bridgeport School System shall have the option of a twenty-one (21) or twenty-six (26) pay plan. Pay plans may only be changed prior to the beginning of a new school year prior to September 15th. Such plan, chosen at the beginning of the year shall not be changed until the following year. In the event of the death of the teacher any money due would be paid to the estate. Those teachers who desire the twenty-six (26) payment plan must make the choice upon submission of the salary agreement for the following year. All others will be on the twenty-one (21) payment plan. Teachers hired after September 15th annually will be placed on the twenty-one (21) pay plan for the remainder of that school year. They will be given the option of the twenty-one (21) or twenty-six (26) pay plan beginning with the new school year as stated above.

All teachers will enroll in the direct deposit program.

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

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

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

Retiring teachers shall receive the longevity stipend enumerated above in their last paycheck prior to retirement.

4.8 Special School Programs

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

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

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

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

4.8.4 Summer School - Compensation shall be \$38.50 per hour.

4.8.5 Adult Education - Compensation shall be \$38.50 per hour for certified staff only.

4.8.6 Homebound Education - Compensation shall be \$38.50 per hour.

4.8.7 Webmaster - Compensation for Webmaster shall be \$500 per school year. The Webmaster should work at or be assigned to the school for which the teacher is Webmaster.

4.8.8 Systems Operations - Compensation for Systems Operations position shall be \$500 per school year. The Systems Operations individual should work at or be assigned to the school for which he/she serves as Systems Operations individual.

4.8.9 Approved Tutoring - Compensation shall be \$30 per hour.

4.8.10 Workshops

4.8.10.1 Any teacher who presents a workshop outside of regular school hours which has been approved by a Board of Education administrator and funded by the appropriate

budget source shall be paid at the rate of \$75/hour.

- 4.8.10.2 Any teacher who attends a workshop outside of regular school hours which has been approved by a Board of Education administrator and funded by the appropriate budget source shall be paid at the rate of \$24/hour.

4.9 Travel Allowance

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

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

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

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

- 4.11 Mentors - Teachers serving as TEAM Mentors for teachers of the TEAM program shall be paid \$500 for each mentee per year.

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

ARTICLE V
BENEFITS

- 5.1 Group Health Insurance (Active Teachers) - The Board shall provide and pay for the following insurance for all teachers, spouses and eligible dependent children.

A qualified High Deductible Health Plan (HDHP) with a Health Savings Account (HSA):

In Network:

- Deductible (in and out of network) shall be \$2,000 for single and \$4,000 for family. The Board shall contribute 50% of the deductible into the HSA. Effective July 1, 2018, for those employees who fail to meet the requirements of the Health Improvement Program, the Board shall contribute 45% of the deductible into the HSA. Effective July 1, 2019, for those employees who fail to meet the requirements of the Health Improvement Program, the Board shall contribute 40% of the deductible into the HSA;

- 100% in-network coverage after the deductible has been met; and
- Prescription drugs administered by the Board's PBM are part of the HDHP and prescription costs apply to the deductible

Out of Network:

- 70% out of network coverage after the deductible has been met; and
- The out-of-pocket maximum for single is \$4,000 and the out-of-pocket maximum for family is \$8,000.

Premium Cost Share:

The Teacher shall pay:

- Effective July 1, 2018 the teacher shall pay 20% of the HDHP (medical and Rx) premium;
- Effective July 1, 2019 the teacher shall pay 21% of the HDHP (medical and Rx) premium;

Contribution Into the HSA:

The Board shall contribute 25% of the Board contribution on the first payroll after each of the following dates: September 1, December 1, March 1, and June 1.

- 5.2 Retired Teachers Age 55-64 - Upon the retirement of a teacher, before July 1, 2018, who qualifies for a retirement allowance from the State Teachers' Retirement Board, the Board may continue for the teacher and spouse the coverage set forth in 5.1 above, as such coverage may be amended from time to time for active employees as long as such coverage remains substantially equivalent, by bearing 60% of the Board's varying cost for such coverage, subject to the rules of the applicable insurance carriers and state and federal law; and provided further that for teachers hired on or after September 1, 2008 and retired before July 1, 2018, said teacher retiring under this Section 5.3 shall bear 70% of the Board's varying cost for such coverage, subject to the rules of the applicable insurance carriers and State and Federal law. For teachers who retire on or after July 1, 2018, said teacher shall bear 70% of the Board's varying cost for such coverage, unless said teacher was hired on or after September 1, 2008, in which case the teacher shall bear 80% of the Board's cost for such coverage.

On retirement or other separation from employment, the Board does not contribute to the HSA. The premium cost share for the HDHP/HSA plan shall be calculated by reducing the overall premium by the amount of the deductible contributed by the Board and then applying the applicable percent contribution of the employee. For example, if the HDHP/HSA plan costs \$20,000; and the retiree pays 60% of the

Board's costs, then the amount that the retiree would pay for the employee and spouse HDHP/HSA plan would be \$20,000 less \$2,000 (\$18,000) times 60% for a total of \$10,800; or pay \$12,600, which is 70% of \$18,000 for those hired on or after September 1, 2008.

- 5.2.1 Retired Teachers Age 65 and Above - When such retired teacher reaches age 65, the Board benefits set forth in Section 5.3 above shall cease and the retiree coverage shall be pursuant to the Medicare TRB plan set forth in Connecticut General Statute § 10-183t, at no cost to the Board of Education. To the extent any such retiree is not eligible to participate in the Medicare TRB plan set forth in Connecticut General Statute § 10-183t, said retired teacher shall be eligible to continue with the benefit as set forth in Section 5.2, above, as same may be from time to time amended and subject to the rules of the applicable insurance carriers and State and Federal law, as set forth in Connecticut General Statute § 10-183t.
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- 5.3 Group Term Life Insurance and Accidental Death and Dismemberment Policy - A twenty thousand dollar (\$20,000) group term Life Insurance and Accidental Death and Dismemberment Policy for active teachers and those teachers retiring on or after July 1, 1993. The Board shall pay 100% of such coverage for teachers and 40% of such coverage for retirees.
- 5.4 Dental Insurance - The Board will provide the CIGNA Dental Indemnity Plan or its substantial equivalent or the CIGNA Dental Care Option or its substantial equivalent for teachers and dependents. The choice of plan will be that of the teacher. Teachers are responsible for 10% of the premium cost for dental insurance.
- 5.5 Section 125/129 Plan and Insurance Waiver - Board shall provide a Section 125 plan to facilitate tax deductibility for such premium co-pays. Effective July 1, 2005, the Board of Education shall also provide a Section 125/129 plan to defray costs associated with additional medical care and dependent care provided there is no additional cost to the Board. Teachers may elect in writing on a form provided by the Board, not to be enrolled in the above medical, prescription and dental coverages, provided such election applies to all such coverages. Thereafter, such teachers may elect to become enrolled in such plans only during the annual open enrollment period or in the event of a spouse's loss of coverage.
- 5.6 The Board retains the right to change carriers and/or to self-insure in whole or in part at anytime, after consultation with the Association, provided the benefits remain substantially equivalent.
- 5.7 The Board shall offer a High Deductible Plan with a Health Reimbursement Account ("HRA") option for teachers who are ineligible to participate in an HSA. The plan itself will have the same benefits and deductible as the HDHP/HSA. However, it will feature an HRA that will reimburse eligible claims that are applied to the medical plan deductible up to the same total dollar amount as would otherwise have been

contributed to a participant in the HSA at the same enrollment coverage. Effective July 1, 2018, the Board's rate reimbursement of HRA eligible claims applied to the deductible, as described, shall be based on whether the teacher has met the requirements of the Health Improvement Program, as set forth in section 5.1, above. HRA participants can roll over funds remaining on the HRA account up to the deductible or amount permitted by IRS regulations.

5.8 The Patient Protection and Affordable Care Act ("PPACA"; Public Law 111-148) has set forth and codified under the Internal Revenue Code (IRC) §4980I the imposition of an excise tax related to employer provided health insurance plans that exceed certain value thresholds. The impact of the excise tax is scheduled to take effect in 2020. Should any Federal statute or regulation pertaining to IRC §4980I be mandated to take effect during the term of this Agreement, potentially triggering the imposition of an excise tax with respect to any of the contractually agreed upon insurance plans offered herein, the parties agree to commence mid-term negotiations at the invitation of the Board in accordance with the Teacher Negotiation Act. During such mid-term negotiations, the parties will reopen the insurance provisions of the contract for the purpose of addressing the impact of the excise tax. No other provision of the contract shall be reopened during such mid-term negotiations.

5.9 Protection of Members of the Unit

5.9.1 Members of the unit shall report immediately in writing to their principal and to the central office all cases of assault suffered by them in connection with their employment.

5.9.2 This report shall be forwarded to the Board which shall comply with any reasonable request from the member of the unit for information in its possession relating to the incident or the persons involved, and shall act in appropriate ways as liaison between the member of the unit, the police, and the courts.

5.9.3 The Board agrees to provide legal counsel to defend any member of the unit in any civil action arising out of an assault on a member of the unit or any reasonable disciplinary action taken against a student by a member of the unit, and in any civil action arising out of any claim, demand, suit or judgment by reason of alleged negligence or other act resulting in accidental damage to or destruction of property, within or without the school building, providing such member of the unit, at the time of the accident resulting in such injury, damage or destruction, was acting in the discharge of his/her duties within the scope of his/her employment or under the direction of the Board.

5.9.4 If criminal proceedings are brought against a member of the unit alleging that the member committed an assault in connection with his/her employment, such member of the unit may request the Board to furnish legal counsel to defend him/her in such proceeding. If the Board does not provide such counsel and the member of the unit prevails in the proceedings, then the Board shall reimburse the member of the unit for reasonable counsel fees incurred by the member of the unit in his/her defense.

5.9.5 Whenever a member of the unit is absent from school as a result of personal injury caused by an assault arising out of and in the course of his/her employment, the member shall be paid his/her full salary for the period of such absence for up to one (1) calendar year without having such absence charged to the annual sick leave or accumulated sick leave. Any amount of salary payable pursuant to this section shall be reduced by the amount of any worker's compensation award for temporary disability due to the said assault injury for the period for which such salary is paid. The Board shall have the right to have the member of the unit examined by a physician designated by the Board for the purpose of establishing the length of time during which the member of the unit is temporarily disabled from performing his/her duties; and, in the event that there is no adjudication in the appropriate worker's compensation proceeding for the period of temporary disability, the opinion of the said physician as to the said period shall control.

5.9.6 While the Board recognizes that it is obligated to investigate any and all complaints from parents and/or taxpayers, whether serious or frivolous, in regard to the professional conduct of teachers, the Board also recognizes its obligation to protect the teacher from undue harassment or public exposure.

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

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

5.10 Accident and Sickness Benefits - Teacher Injured While Working

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

5.10.2 For a period of one (1) year following the date of injury that the teacher is away from his/her work and is so covered by the Workers' Compensation, the Board of Education will pay the teacher the difference between Workers' Compensation weekly award and his/her weekly pay. This payment shall be deducted from the accumulated sick leave but only in the ratio that the sick leave payment draws on the sick leave account.

Teachers may be paid compensation and salary to exceed total school pay to the extent that it can be proven that the injury incurred in line of duty has make it impossible for that teacher to work during the summer, but in no event shall such

compensation exceed what a teacher would have normally earned during such school year and such summer work.

- 5.10.3 Any award for permanent disability under the provisions of the Worker's Compensation Law will be reduced by the amount paid as sick leave credit would be restored.
- 5.10.4 All injuries must be reported to the principal immediately. Medical attention must be by a physician recognized by the Worker's Compensation Office.

5.11 Comp Plan Reopener:

The parties agree that if the Board wishes to implement as a voluntary alternative plan, a comprehensive type plan, then the Board during the term of the agreement may raise this issue with the Association and seek their input. If following discussion as to the design and premium cost share for said alternative plan, the parties are unable to agree, then if the Board wishes to pursue the matter, the Board may reopen the agreement on the issue of a comp type plan design and premium cost share. Said reopener may be claimed only at the election of the Board. The parties further agree that if pursuant to reopener the matter goes to interest arbitration it shall be limited to the design and premium cost share for said comp type plan and with the understanding that any said voluntary alternative comp type plan proposal in the reopener interest arbitration will have the effect of significant cost savings to the Board of Education and that any said comp plan would be a voluntary alternative to the members of the bargaining unit.

ARTICLE VI
LEAVES OF ABSENCE

6.1 Sick Leave

- 6.1.1 Beginning September 1, 1967, each teacher in the Bridgeport School System shall be entitled to sick leave with full pay of fifteen (15) school days in each school year. In addition thereto, each teacher may earn up to five (5) additional days of sick leave credit in each school year in the following manner: The teacher shall earn two (2) days of additional sick leave if he/she achieves perfect attendance in either the first half or the second half of the regular work year; and the teacher shall earn a total of five (5) days if he/she has perfect attendance for the entire regular work year. The only exception to the perfect attendance requirement is approved absence(s) for professional development. Personal days and sick days shall count as absences in determining whether the teacher had perfect attendance.
- 6.1.2 Each teacher shall accumulate a maximum of two hundred (200) days of unused sick leave. Teachers with an accumulation of more than two hundred (200) days as of July 1, 2017 shall not lose their accumulated sick days, but shall not accumulate any additional days until their accumulated sick days falls below two hundred (200) days.

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

6.4 Educational Conferences

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

6.5 Sabbatical Leave

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

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

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

6.6 Personal Days

6.6.1 Each teacher is allowed one (1) personal day for necessary reasons without seeking approval of the Principal. It is understood and agreed, however, that the Principal must receive written notice forty-eight (48) hours in advance from any teacher taking a personal day except in the case of emergency, and that it is further understood and agreed that this day shall not be used with another teacher or teachers for the purpose of a concerted refusal to render service to the Board.

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

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

Examples of this nature are as follows:

- a. Emergency days over which the teacher has no control will be allowed without loss of pay and shall not be deducted from accumulated sick leave.

- b. Attendance at weddings.
- c. Religious Holidays - Those religious groups observing obligatory religious observances and services.
- d. Funeral of a close friend.

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

6.6.5 Requests must be received by the Superintendent in writing one (1) week in advance. An appropriate form will be provided for the application of personal days under this article. In the event of any emergency, as noted in Item A above, a letter must be sent later, explaining the circumstances of such absence.

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

6.7 Pregnancy Disability Leave

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

6.7.2 Any bargaining unit members so disabled shall be granted paid sick leave to the extent accrued, after which time the employee shall be placed on unpaid sick leave, provided that either such leave shall be granted only for the duration of such pregnancy or pregnancy related disability.

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

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

6.8 Child-Rearing Leave

- 6.8.1 Bargaining unit members shall be entitled, upon submission of a written request to the Superintendent of Schools, to an extended leave without pay or other benefits for the purposes of child-rearing, provided that such written notice must be tendered within three (3) weeks from the date of giving birth, adopting, or otherwise fostering the child.
- 6.8.2 Upon the granting of such leave by the Board all disability, insurance, retirement and fringe benefits, seniority and other service credits shall cease to be paid or further accumulated for the duration of said leave. Such teacher shall be entitled to leave for the remainder of any school year in which the child is born, adopted, or fostered, and for up to one (1) additional school year, provided that a teacher shall only be entitled to return from a child-rearing leave on the first day of any given semester, provided further, that the Superintendent may in his/her discretion waive this return date limitation. For the purposes of this Section only, the school year shall be assumed to begin on September 1 and end on August 31. The teacher's written request for such leave must include the duration thereof. The teacher shall have no right to return prior to, or to extend, the duration of the leave as requested by the teacher in writing.
- 6.8.3 Upon the expiration of such leave, and in the event the leave does not extend beyond the school year in which the leave commences, the teacher shall return to the same position which had been originally vacated by that teacher, provided that there has not been any program change or reduction in the number of teaching positions within his/her certification or school during the period of such leave. If any such change or reduction has occurred, the teacher will be reinstated to the first vacant position for which he/she is qualified by certification and seniority. In the event the leave is granted for an additional semester or school year the teacher will return to the first vacant position for which he/she is qualified by certification and seniority and shall have no prior claim to return to the same position which had been originally vacated by that teacher.
- 6.8.4 Teachers returning from child-rearing leave will be granted the same accumulated seniority, retirement benefits, fringe benefits, and other service credits which they possessed at the commencement of such leave. Further, teachers will return to the same step on the contract schedule as that which they occupied at the commencement of such leave if such leave commenced prior to February 1st of the school year. If such leave commenced after February 1st of the school year, they will be advanced one (1) step beyond the step they had obtained prior to the commencement of such leave, unless the teacher was already at maximum.
- 6.9 Jury Duty - Any teacher who is called for jury duty shall receive the necessary leave to fulfill this legal obligation. This leave shall not be deducted from sick leave or from personal days. The teacher shall receive a rate of pay equal to the difference between the professional salary and the jury fee. Despite the worthy purpose of jury duty, it is also recognized that the Board and Superintendent have the responsibilities of preserving quality education through teacher presence and they will make necessary appeals to appropriate authority for teacher excusal when necessary. Teachers shall actively cooperate with the Board and the Superintendent in these

circumstances when requested to do so.

6.10 Military Duty

6.10.1 Any teacher with an obligation to render military obligations shall receive leave necessary to fulfill this obligation. This leave shall not be deducted from sick leave or from personal days. In the event the military duty occurs during the school year, the teacher shall receive a rate of pay equal to the difference between the professional salary and whatever salary and/or fees may be received from the military.

6.10.2 Teachers subject to military obligation shall so notify the Board of that fact in writing during the first month of school, annually, and if any teacher joins or otherwise becomes subject to a military obligation subsequent to the start of the school year, the teacher shall similarly notify the Board as soon as the teacher becomes subject to said obligation.

6.10.3 The teacher's notification shall include the name and address of the military unit to which the teacher is subject and the name and address of the teacher's commanding officers. Said notice will authorize the Board to contact the commanding officer to determine the dates of said annual military service. In the event the teacher fails to notify the Board as set forth above, the teacher shall not be compensated for the difference between his professional salary and the fees he/she receives from the military as provided in the paragraph above.

6.10.4 It is also recognized that the Board and the Superintendent have the responsibility of preserving quality education through teacher presence. They will make necessary appeals to appropriate authorities for rescheduling of the obligation or teacher excusal when, in the judgment of the Superintendent, such action is necessary. Teachers shall actively cooperate with the Board and the Superintendent in this regard when requested to do so.

6.11 Unexcused Absence

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

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

6.12 General Leaves of Absence

6.12.1 At the discretion of the Board and upon the recommendation of the Superintendent, a teacher may be granted a general leave of absence or extension thereof, without pay or benefits, but any such leave and extensions shall not exceed two (2) years and may be for such lesser period as the Board may decide.

Teachers requesting such leave shall submit a written application to the Superintendent setting forth the reason for said leave and its proposed duration. This written application must be received at least one (1) month prior to the proposed commencement of the leave. For the purpose of this Section 6.12 only, the school year shall be assumed to begin September 1 and end on August 31. Any request for an extension of a leave must be submitted, in writing, to the Superintendent at least three (3) months prior to the expiration of the leave. Notification of intent to return must be submitted, in writing, at least one (1) month prior to the expiration of the leave and failure to do so may be regarded as a resignation or voluntary quit by the teacher. Exceptions to timelines in this article shall be made for unusual or extenuating circumstances.

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

Upon the granting of such leave by the Board, all disability, insurance, retirement and fringe benefits, seniority and other service credits shall cease to be paid or further accumulated for the duration of said leave. However, to the extent allowed by the policies, hospitalization and medical benefits may be continued at the group rate, if the teacher pays the premiums (i.e. the teacher pays 100% of the premium or premium equivalent rate and the Board pays 0% premium or premium equivalent rate for said medical benefits), in advance at such intervals as may be directed by the Board's business office, provided that such intervals are concurrent with those for teachers on leave; and provided further, that payments shall not be required more frequently than monthly.

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

regarded as a resignation or a voluntary quit by the teacher.

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

ARTICLE VII
WORKING CONDITIONS

7.1 Class Size

7.1.1 The Board adopts the following class size limitations:

- a. Limit size of grades 2-12 to thirty (30) pupils; effective July 1, 2010, twenty-nine (29) pupils.
- b. Limit class size of K-1 to twenty-five (25) pupils; effective July 1, 2010, K-1 to twenty-four (24) pupils.
- c. Limit study halls to a ratio of one (1) teacher to every forty (40) students.
- d. Require special subject area teachers on a full time basis to assume full responsibility of the classes.
- e. A reasonable effort shall be made to limit the number of students in technology education classes.
- f. Limit split grade classes grades K-1 to twenty (20) pupils.
- g. Co-teaching classrooms as defined by two (2) certified teachers assigned to the same classroom may have thirty (30) students for grades K to 1.
- h. Limit class size of Pre-K to eighteen (18) pupils.

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

7.1.3 An expedited procedure for processing grievances, resolving grievances and, when

necessary, arbitrating grievances filed under Article 7.1 will take effect immediately.

- a. Grievance timelines and levels will be reduced according to Section 7.1.6.
- b. Arbitrations will be conducted under the current "Expedited Labor Arbitration Procedures" of the American Arbitration Association and the parties will investigate with the AAA the possibility of establishing a permanent panel of arbitrators to hear class size grievances under this procedure.

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

- a. Effective with the '98-99 school year, no new controlled transfers will be granted at the beginning of the school year until October 1, except that controlled transfers may be granted prior to October 1 into classrooms that have a current enrollment of twenty-two (22) or less students for grades Kdg and One or twenty-seven (27) or less students for other grades/classes, and official projections would indicate that new enrollment is not anticipated.
- b. On the day that a controlled transfer at the elementary level is being considered for approval by the Board, the receiving school will be contacted for updated enrollment figures. E-mail will be utilized to facilitate consideration in current enrollment and other special situations prior to the approval of a controlled transfer request.
- c. No student requesting a controlled transfer will be placed in a class that has reached the limits set in Article 7.1.
- d. Parents requesting a controlled transfer for their child will be advised in writing that the controlled transfer will be revoked at any time during the school year if the enrollment from neighborhood students pushes class size above the negotiated limits.
- e. If a class containing one (1) or more students on an approved controlled transfer exceeds contractual limits, controlled transfers will be revoked to reduce class size to within contractual limits.
- f. All students assigned to a school via a controlled transfer will have notification sent to each principal of such transfer and a copy will be placed in the student's permanent file. A list of all current controlled transfers, by school, will be available to the Association upon request.
- g. Limits of Section 7.1.4 shall not apply where it is deemed necessary to retain a controlled transferred student in the school of assignment for medical reasons, safety or if required special education services are not available at the home school.

7.1.5 The Board will require that upon registering or transferring a student to attend a

particular Bridgeport school, parents or legal guardians will provide proof of residency pursuant to uniform Board policy.

7.1.6 Special Procedures for Class Size Grievances

- a. Immediately following the addition to any class of a student which causes the class to exceed limits established in Article 7.1, the building delegate(s) and the principal shall attempt to resolve the problem informally. At the same time, the Delegate shall report the problem to the Association Grievance Chairperson.
- b. The Association Grievance Chairperson shall immediately notify (by phone or facsimile) the Assistant Superintendent and, within three (3) school days, deliver a written grievance on behalf of the classroom teacher. No written grievance shall be filed prior to October 1 for any violation of three (3) students or less above the contractually agreed upon limits. The grievance may be delivered in person or by facsimile. If no written grievance is delivered by the 30th day after the date of enrollment of the first student that will cause the contractual limits to be exceeded, it will be recognized that the grievance has been waived. However, if the 30th day falls prior to October 1, the written grievance shall not be delivered until October 1.
- c. Within five (5) school days after the receipt of the written grievance, the Association Grievance Chairperson shall receive from the Assistant Superintendent a written explanation of the plan and timeliness for resolution of the problem, or an official denial of the grievance.
- d. If the grievance is denied or the plan and/or timelines are deemed unacceptable at the Assistant Superintendent's level, the Association Grievance Chairperson may, within three (3) school days, forward the grievance to the Superintendent for consideration. Within ten (10) school days, the Association Chairperson shall receive from the Superintendent a written explanation of the plan and timelines for resolution of the problem, or an official denial of the grievance. At the request of either the Association or the Superintendent, an informational hearing may be held. However, the scheduling of such hearing will not extend the timelines for a response at this level.
- e. The Association may appeal the grievance to arbitration contemporaneously with filing with the Superintendent.
 - 1) Upon receiving a response from the Superintendent, the Association may withdraw the request for arbitration.
 - 2) To the extent possible, and where appropriate, grievances for a particular school or department shall be consolidated and arbitrated at the same time.

- 3) Grievances shall be arbitrated in accordance with the then current "Expedited Labor Arbitration Procedures" of the American Arbitration Association.

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

7.2 Special Education

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

7.3 Lunch Duty

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

- a. The duty free lunch period in the high schools and grades 7 and 8 will continue as heretofore.
- b. All elementary school teachers shall receive a duty free thirty (30) minute lunch period and the normal academic program shall resume immediately upon the completion of such lunch period.
 1. In elementary schools with cafeteria facilities, five (5) minutes of travel time shall be established from the classroom to the cafeteria and from the cafeteria back to the classroom during which time the teachers in such schools shall provide supervision.
 2. In elementary schools without cafeterias the lunch program aides shall relieve the teachers in the classroom.

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

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

professional lunchroom supervision, teachers will be asked to volunteer. Elementary school teachers will not be assigned to lunch duty.

7.3.3 For purposes of Article 7.3, elementary school teachers shall be defined as teachers whose teaching assignment is fifty percent (50%) or more with Pre-K through sixth grade students, or special education classes with students of an age equivalent to Pre-K through sixth grade students, or teachers of special education classes housed in a Pre-K, or K through sixth grade school.

7.4 Teacher Assignment and Transfer

7.4.1. Definitions

a. Assignment

For purposes of this section, assignment shall mean the placement of a teacher in a particular grade or subject area within a school, or, for teachers who normally are assigned to more than one (1) school, the schools to which said teacher is assigned.

b. Change of Assignment

For purposes of this section, change of assignment shall mean the change of a teacher's assignment to another grade or subject area within the same school, or, for teachers who normally are assigned to more than one (1) school, a change in the school or schools to which said teacher is assigned.

c. Transfer

For purposes of this section, transfer shall mean the relocation of a teacher from one school to another school where such teacher is normally located in only one (1) school.

7.4.2 Policy

The assignment and transfer of teachers within the school system is the responsibility of the Board acting through the Superintendent or his/her designee. The Board shall make a reasonable effort to meet reasonable requests and desires of individual teachers involved, with regard to assignments and transfers, to the extent that such wishes do not conflict with the instructional requirements and best interests of the school system and the pupils.

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

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

7.4.3 Assignments

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

7.4.4 Transfer

7.4.4.1 Voluntary Transfers

- a. By no later than June 15, the Superintendent shall cause to be posted in each school a list of the various openings in the school system of which the administration is aware at that time. Notice of all posted positions shall be posted in the Personnel Office with accessibility to teachers during regular Personnel Office hours.
- b. By the end of the school year, teachers who desire to apply for one (1) of the posted openings shall file a written request with the office of the Superintendent. If the teacher so requests, the teacher will be granted a conference to discuss his/her written request.
- c. By August 1, the office of the Superintendent shall notify those teachers who applied pursuant to subsection (b) of the disposition of their request only if their requests are granted.
- d. The Superintendent will utilize all written requests for openings which occur between June 15 and July 31 in making his determination of transfers.
- e. In the event of a voluntary transfer seniority will be respected, to the extent it does not conflict with the instructional requirements and best interest of the school system and pupils as set forth in Section 7.4.2, Policy, above.

7.4.4.2 Involuntary Transfers

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

- 7.5.1 All vacancies in permanent promotional positions which the Superintendent wishes to fill caused by death, retirement, discharge, resignation, or by the creation of a new permanent promotional position shall be filled as set forth herein.
- 7.5.2 All vacancies shall be adequately publicized on the District Human Resources website and email for ten (10) days for existing positions.
- 7.5.3 Said notice of vacancy shall clearly set forth the qualifications for the position.
- 7.5.4 Teachers who desire to apply for such vacancies shall file their applications, in writing, with the Office of the Superintendent.
- 7.5.5 Such vacancy shall be filled on the basis of fitness for the vacant post, provided, however that where two (2) or more applicants are substantially equal in fitness, the applicant with the greatest amount of seniority in the Bridgeport School System shall be given preference.
- 7.5.6 Except as set forth in subparagraph 7.5.1 above, promotional positions are those covered under the administrators unit.
- 7.5.7 All appointments to these aforesaid vacancies and openings shall be made without regard to age, race, creed, color, religion, nationality, sex, marital status or sexual orientation.

7.6 New Positions

It is agreed that in the event a new position below the rank of Assistant Superintendent is established during the period of this Agreement, said position shall be adequately publicized within the school system on the District Human Resources website and email for ten (10) days for new positions in advance of filling such vacancy, and the vacancy shall remain vacant during the above-referenced period that the vacancy is noticed. Said notice of vacancy shall clearly set forth the qualifications for the position. Teachers who desire to apply for such vacancies shall file their applications in writing with the office of the Superintendent within the time

limit specified in the notice. Such vacancy shall be filled on the basis of fitness as determined by the Superintendent for the vacant post, provided, however, that where two (2) or more applicants are substantially equal in fitness, the applicant with the greatest amount of seniority in the Bridgeport School System shall be given preference. The Board will negotiate with the Association over the appropriate salary for such positions. However, nothing shall prevent the Board from filling the position at the salary the Board deems appropriate pending the negotiation.

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

- a. Adequate staff facilities for every school;
- b. Adequate parking space at every school through: purchase of adjacent land, if possible, and agreement with the Police Department concerning parking procedures;
- c. Clean, well-lighted and well-ventilated classrooms, rest rooms and teacher lounges;
- d. Working telephones available for teacher use (e.g. in teacher's room);
- e. The Board shall clean air vents of each school as needed, as determined by the administration;
- f. Rooms for student support services and special education personnel to provide privacy and freedom from unnecessary interruptions and noise for student testing and conferences.
- g. On the first day of school, each teacher shall be provided the necessary key cards, keys to his/her classroom and lock-in. Teachers are required to immediately report and replace the loss of a keycard, keys or lock-in.

7.8 Textbooks and Supplies

7.8.1 The Board will provide sufficient updated textbooks to insure that each pupil assigned to a classroom at the commencement of the school year has a textbook for his own use. Students assigned to a specific classroom after the commencement of the school year shall have textbooks issued to them as soon as arrangements can be made by the Administration to obtain such books, within thirty (30) days, if sufficient books are not then readily available. In the event the Association files a grievance, such grievance will commence at Level Two and not go beyond Level Three.

7.8.2 The existing procedure for review and selection of textbooks shall continue as heretofore. Final decision on whether to approve, disapprove, or modify such procedure rests exclusively with the Board.

7.8.3 The textbooks to be used in the System shall be cooperatively arrived at through joint

- consultation among teachers and administrators, subject to final approval by the Board.
- 7.8.4 The Board will make the necessary arrangements to assure the delivery of supplies and textbooks in the respective schools prior to the first day of the school year.
- 7.8.5 The Board recognizes the need, within its financial limitations, for providing adequate instruction materials, equipment and supplies for teachers in order to assist them in the effective discharge of their responsibilities. It is agreed, therefore, that by December 15 annually, all teachers shall express in writing their needs for materials, equipment and supplies for the following school year, which request shall be given to their principal who shall utilize such material to formulate his or her request and forward same to the Superintendent by January 2.
- 7.8.6 Annually, the Teacher's Choice "E-Card" Program will be implemented to provide funds to individual teachers for the purchase of school supplies. By October 31st, each classroom teacher will receive an "E-card" from an on-line school supply vendor, selected by the Board. The E-card will allow for the on-line expenditure of \$30 at the on-line vendor's web site. Each classroom teacher on the first payroll in October will be eligible to receive the E-card, which is to be used for the purchase of instructional supplies of the teacher's choice. Teachers in non-instructional roles are excluded, including but not limited to: instructional coaches, psychologists, social workers, guidance counselors, teachers on special assignment, program coordinators. The cut-off date for use of the E-card is April 15th, after which it will be deactivated. The final determination as to how this money is to be spent shall be made by the individual teacher.
- 7.8.7 Textbooks, supplies and other instructional materials will be available for use through the last day of regularly scheduled classes.
- 7.9 Non-Teaching Duties
- 7.9.1 The Board will require the Superintendent to establish a committee with reasonable representation of Association members to study the incidence and impact of non-teaching duties on the teacher's time. The committee will study the feasibility of the use of teacher aides.
- 7.9.2 Whenever money is collected by teachers, arrangements shall be made to have the money deposited each day or held by the principal or a designated person.
- 7.9.3 Teachers will not be asked to sell insurance.
- 7.9.4 Teachers will not be asked to hand score standardized tests which can reasonably be machine scored.
- 7.9.5 No teachers shall be required to complete Personality Rating Sheets unless required by applicable state or federal statute or regulation.

7.10 Curriculum Revision

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

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

7.10.3 The advisability of pilot programs rather than full implementation will be considered.

7.10.4 Both the Board and the Association will constantly evaluate and study both established and new curriculum and either may suggest modifications or changes.

7.10.5 Curriculum writing and revision, and Grant Tutoring Services shall be paid at the rate of \$24.00 per hour, unless the grant specifies a greater amount, for summer work and work outside of the regular work day; provided all such work must be approved in advance in writing by the Assistant Superintendent. Training concerning curriculum writing and revision and training concerning Grant Tutoring Services shall be paid at the rate of \$24.00 per hour, unless the grant specifies a greater amount, for the life of this contract provided it is either done during the summer or outside of the regular work day.

7.11 School Preparation Periods

7.11.1 The Board of Education and the Association agree that preparation periods for elementary teachers should serve to improve the effectiveness of classroom instruction.

7.11.2 The Board will, as far as practical and legal, attempt to equalize existing elementary art, music, library and physical education teachers among all elementary schools. Elementary teachers may leave the classroom when such specialists are conducting their classes unless such classroom teacher feels that remaining will help to increase their proficiencies. The classroom teacher shall not be required to act as an aide or assistant to the specialist.

7.11.3(a) All middle school and secondary school teachers will be guaranteed five (5) preparation periods per week providing they are on a seven (7) period day, and unless a preparation period falls beyond the end of a one (1) session or shortened day. The Board has no obligation to reschedule the day to accommodate the preparation period. Should the Board determine to put such school on a six (6) period day, the preparation periods will be open for negotiations upon the request of either party.

7.11.3(b) Pre-K - 6th grade teachers will be provided with an average of one (1) preparation periods per day per week, no less than thirty-five (35) minutes in length. Exception to above shall be in those cases where specialists for their classes are unavailable due to recruitment problems, temporary vacancy of a position, illness, the unavailability

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

7.11.3(c) The Board will make a reasonable effort will be made to ensure that elementary preparation periods scheduled will be in effect the first through the last day of school.

7.11.3(d) The specialists will provide a grade for each student the specialist instructs.

7.11.4 A preparation period is that time in which a teacher is free to prepare lessons and/or meet what the teacher deems to be his/her professional responsibilities during the school day.

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

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

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

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

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

7.12 Attendance Records - Teachers shall continue to be required to keep daily attendance records and to compile monthly attendance reports to be used by the computerized record keeping program.

7.13 Subject Areas

7.13.1 Academic subject area secondary and middle school teachers shall not be involuntarily assigned more than twenty-five (25) teaching periods per week.

7.13.2 The Board and the Association agree that it is educationally sound that middle and secondary school teachers, who work in departmental systems (except world language teachers), shall not teach more than two (2) subjects or have more than three (3) course preparations. Any exception to this rule must be made only by the Superintendent. The final step in the grievance procedure shall terminate with the

Board.

7.13.3 Non-academic subject teachers who are teaching six (6) periods will not be assigned homerooms.

7.14 Miscellaneous Meetings

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

Teachers will be required to participate in two (2) professional activity periods per month, each of which shall be fifty (50) minutes in length and each of which shall extend the revised teacher workday by fifty (50) minutes. The agenda for such fifty (50) minute periods shall be to improve the instructional program and educational opportunities provided to the children of the City of Bridgeport through professional development activities conducted during these periods.

The agenda for one (1) such period per month shall be created by teachers. Teacher-directed agendas are to be submitted in advance, as agreed to by the teachers and administration, to school administration for approval to ensure continuity of school improvement goals, and shall be approved by the school administration to the extent it is consistent with the above-referenced goals. The teacher committee at each school must be designated and the administration notified in advance. Teaching staff may designate its own committee at each school. The committee shall set the agenda outside of work hours.

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

7.14.2 Teachers are required to give four (4) sessions per year for report card conferences, two after the first quarter and two after the third quarter. These conferences will occur on one-session days. Teachers will be dismissed after a four (4) hour school day on these occasions.

7.14.3 Teachers are encouraged to attend Parent Advisory Council, Parent Teacher Student organization and/or School Governance Council meetings, if elected.

7.14.4 General school faculty meetings (not including department or grade level meetings) within individual schools shall be limited to ten (10) per year. All meetings shall begin within a reasonable amount of time after the scheduled student dismissal time, and teachers may leave such meetings one (1) hour after the meetings begin. If department or grade level meetings are held at a central location, teachers shall be

permitted twenty (20) minutes travel time before the start of each meeting.

7.14.5 The Superintendent shall meet regularly with three (3) representatives of the Association on at least a monthly basis, after the end of the instruction day, to discuss matters of mutual concern.

7.15 Job Descriptions - A copy of Job Description for Personnel in Administrative, Supervisory, Teaching and Auxiliary Assignments shall be made available on the District Human Resources website and will include the official title, function, responsibilities and specification profile for each job classification. Such electronic posting shall be developed through the cooperative efforts of the Association and the Superintendent's office.

7.16 Federally Funded Positions

7.16.1 Any new position created through Federal funds which the Board desires to fill shall be adequately posted within each school normally thirty (30) days but at least three (3) weeks prior to the appointment of this position. Teachers who desire consideration for jobs created through the use of Federal funds may submit a letter of application to the Assistant Superintendent for such posted position within the thirty (30) day posting period.

7.16.2 The Superintendent's office shall notify each school periodically during the school year of all newly created positions and vacancies and the job qualifications for each as well as the appointment of same.

7.16.3 Individuals in federally funded positions have the same tenure rights as all other teachers.

7.16.4 An opportunity shall be provided for one (1) representative chosen by the Association to participate in an advisory role in the initial planning of any school committee engaged in formulation programs or projects for the utilization of State or Federal Funds.

ARTICLE VIII

PAYROLL DEDUCTIONS AND AGENCY SHOP

8.1 Payroll Deductions - All of the following deductions are subject to the capabilities of the computer.

8.1.1 In addition to those payroll deductions required by law the following agencies are eligible for payroll deduction. All requests for deductions must be in writing on approved authorization forms.

8.1.2 A list of approved deductions is as follows:

Bridgeport Education Association
Connecticut Education Association

National Education Association
Tax Sheltered Annuity Plans (10)

- 8.1.3 Dues Deduction — Each of the Associations named in Section 8.1.2 above shall certify to the Board in writing the current rate of its membership dues. Any Association which shall change the rate of its membership dues shall give the Board sixty (60) days written notice prior to the effective date of such change.
- 8.1.4 Deductions referred to in Section 8.1.2 above shall be made on the first pay day of each month. The Board shall not be required to honor for any month's deduction any authorizations that are delivered to it later than one (1) week prior to the distribution of the payroll from which the deductions are to be made.
- 8.1.5 No later than November 15 of each year, the Board shall provide the Association with a list of those employees who have voluntarily authorized the Board to deduct dues for any of the Associations named in Section 8.1.2 above. The Board shall make available to the Association a monthly list.
- 8.1.6 Payroll authorizations for Association dues shall be in full force and effect for so long as a teacher continues in the employ of the Board, but no longer than the duration of this Agreement. The Association agrees to indemnify, defend and hold the Board harmless for any action that might arise against the Board for compliance with dues deductions provisions of this Agreement.
- 8.1.7 Teacher Retirement Deductions - Deductions for Teacher Retirements shall be deducted from the first twenty (20) checks of the school year, in as nearly equal amounts as possible.
- 8.2 Dues Deduction and Service Fee Deduction
- 8.2.1 Conditions of Continued Employment - All members of the Bargaining Unit employed by the Board shall, as a condition of continued employment, join the Association or pay to the Association a service fee. Said service fee shall be equal to the proportion of Association dues uniformly required of members to underwrite the costs of collective bargaining, contract administration and grievance adjustment.
- 8.2.2 Members - All members of the Bargaining Unit who elect to join the Association shall sign and deliver to the Association, if they have not already done so, an authorization for the payroll deduction of membership dues of the Bridgeport Education Association, the CEA and NEA. Employee authorization for dues deduction will be in writing. Said authorization shall continue in effect from year to year unless such teacher shall notify the Board and the Association in writing not later than thirty (30) days prior to the commencement of the school year. If said notice is timely delivered, it shall mean that in the coming school year said teacher shall pay the service fee as described in Section 8.2.1 above, and paid in accordance with Section 8.2.3 below.
- 8.2.3 Non-Members - For those members of the Bargaining Unit who have not joined the

Association and delivered said authorization card by October 1st, the Board agrees to deduct the annual service fee from their salaries through payroll deduction. The amount of said service fee shall be equal in amount to the proportion of Association dues uniformly required of members to underwrite the costs of collective bargaining, contract administration and grievance adjustment.

8.2.4 Subsequent Employment - Those members of the Bargaining Unit commencing employment after the date of execution of this contract shall, within thirty days (30) days of such commencement, sign and deliver to the Board an authorization card as described in Section 2 of this Article or fall under the provisions of Section 3 of this Article after such thirty (30) days.

8.2.5 Forwarding of Monies - The Board agrees to forward to the Association each month all monies deducted during that month for local dues and local service fee deduction. The Board further agrees to send each month, all monies deducted during that month for BEA, CEA and NEA dues and BEA, CEA/NEA service fee deduction to the Association.

8.2.6 Lists - No later than the first paycheck in October of each school year, the Board shall provide the Association with a list of all professional staff members of the Board and the positions held by said employees. The Board shall notify the Association monthly of any changes in said lists.

8.2.7 The right to refund the employee's monies deducted from their salaries under such authorization shall lie solely with the Association. The Association agrees to reimburse any employee for the amount of any dues deducted by the Board and paid to the Association, which deduction is by error in excess of the proper deduction, and agrees to hold the Board harmless from any claims of excessive deduction.

8.2.8 The Association shall indemnify and save the Board and/or the town harmless against all claims, demands, suits, or other forms of liability, which may arise by reason of any action taken in making deductions and remitting the same to the Association pursuant to this Article.

8.3 Information for Teacher Personnel Files

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

8.4 Teacher Personnel Files

8.4.1 Teacher Personnel files are maintained at Human Resources Department at Central Office and are the official personnel files of record. Other teacher documents, if

maintained, are kept in the school(s) the teacher is currently assigned.

- 8.4.2 Teachers have the right to review their personnel files and other documents, including documents kept at their school, concerning their performance and employment. This right does not include the right to review personal notes of administrators.
- 8.4.3 If documents concerning a teacher are to be added to the teacher personnel file, the teacher shall have an opportunity to review that information beforehand. No letter of discipline or notation of a disparaging nature (i.e. parent complaints) shall be placed in a teacher's personnel file unless a copy is provided to the affected teacher.

ARTICLE IX
ASSOCIATION BUSINESS

- 9.1 Officers of the Association and the Building Delegates may use the office telephone to conduct official Association business provided that the calls will not be made during the teachers' class times. The number and length of calls will be kept to a minimum, and all calls will be local. If the Board determines that such use of the telephone impairs the administration or efficiency of the school system, this section may, at the Board's discretion, be revoked.
- 9.2 If requested by the Association, the Board will grant the President of the Association a one (1) year's leave of absence without pay for the purpose of attending to Association business. No later than June 1 of each year the Association shall notify the Superintendent in writing as to whether such leave will be taken for the next ensuing school year, and whether the leave will be either a full time release or a half-time (50%) release from professional duties. Upon expiration of such leave, the President shall be reinstated to his/her former position without loss of accrued seniority.
- 9.3 When it is necessary for official representatives of the Association to engage in Association activities directly relating to the Association's duties as representatives of the teachers, they shall be given such free time, without loss of pay, as is necessary to perform any such activities subject to the approval of the Superintendent of Schools. The Association, and its officers, recognize and agree that this privilege should not be abused.

ARTICLE X
GENERAL PROVISION

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

- 10.1.2 Order of Layoff - When the Board determines that a reduction in professional staff is necessary, the following principles will be controlling:
- 10.1.3 Non-tenured teachers will be laid off before tenured teachers.
- 10.1.4 Less senior tenured teachers will be laid off before more senior tenured teachers who are qualified by certification, seniority to be determined by length of continuous service from most recent date of hire.
- 10.1.5 A teacher who will be laid off under this procedure shall have the option to replace a less senior teacher whose position he/she is qualified by certification to fill.
- 10.1.6 The Association shall indemnify and hold the Board harmless against any and all claims, demands, suits or other forms of liability that might arise out of or by reason of action taken or not taken by the Board for the purpose of complying with the provisions of this Section.
- 10.1.7 Education Program Consideration - The strict application of seniority under Section A above may be modified in any individual case where necessary to maintain a sound educational program if the Superintendent so determines.
- 10.1.8 Recall - Laid off tenured teachers shall be recalled in seniority order to vacant positions which they are qualified by certification to fill and which the Board desires to fill. No new teacher shall be hired to fill a position which a laid off teacher is qualified by certification to fill. The teacher's recall rights shall expire if he/she is not recalled within three (3) years of the date of layoff; and the recall rights shall also expire if the teacher fails or declines to return to a position to which the teacher is recalled. The teacher must keep the Board notified of his/her current address at all times. The Board's obligation of notification of recall shall be limited to contacting the teacher at the latest address on file with the Board.
- 10.1.9 Affirmative Action - These procedures shall not operate with respect to any teacher where it would conflict with the Board's legal obligation to preserve affirmative action.
- 10.1.10 Grievance Procedure - Grievances arising under this Article shall be processed as follows:
- a. The initial submission shall be by the Association to the Superintendent.
 - b. If the grievance is not resolved within ten (10) school days, the Association may submit it to binding arbitration.
 - (i) The arbitrator for this article shall be determined by the then existing rules and regulations of the American Arbitration Association.
 - (ii) The authority of the arbitrator shall be in all respects the same as in Article III.

- 10.2 New Employees - Names and addresses of newly hired teachers will be provided to the Association following the School Board approval of their contract.
- 10.3 Clerks - Effective September 1, 1971, a minimum of one (1) full-time clerk will be assigned to each school in the System.
- 10.4 Student Teachers - Student teachers will be assigned only to tenured teachers. Student teachers will be assigned only to those teachers requesting the same.
- 10.5 Student Discipline
- 10.5.1 It is recognized that the responsibility for immediate discipline in the classroom is rightfully that of the teacher.
- 10.5.2 The Board recognizes its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom within the limitation of law. The Board further recognizes that the teacher may not fairly be expected to assume the full responsibility of students who are willfully and repeatedly disruptive. Whenever, in the professional judgment of the teacher, in consultation with the administration and other teachers, it appears that a particular pupil requires the attention of special counselors or other professional persons, the principal will notify the Assistant Superintendent who shall investigate the matter and then take whatever steps he deems appropriate. Written disposition will be given to the teacher making the referral.
- 10.5.3 Procedure for suspension of students from class and/or school shall be distributed to students, teachers, and parents each year. School authorities will endeavor to achieve correction of student misbehavior through counseling and interviews with the child and his/her parents when warranted.
- 10.5.4 The Board will issue to all professional employees no later than the first day of each school year the policy regarding student discipline.
- 10.6 Security Duty
- No teacher shall be assigned supervisory duties for security purposes. A security assignment is defined to mean when a teacher is assigned to deal with intruders.
- 10.7 Retirement Incentive - If the Board offers a retirement incentive, the Board and the Association will negotiate the terms of the plan, including participation, procedure and benefits.

ARTICLE XI
TEACHER EVALUATION AND DISCIPLINE

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

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

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

ARTICLE XII **TEACHING HOURS**

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

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

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

12.3 Teaching Hours - If, the Board in its discretion, lengthens the school day beyond the six (6) hours and fifty-two (52) minutes at the high school level or six (6) hours and thirty-five (35) minutes at the elementary or middle school level; it shall compensate professional staff members at the rate of compensation based upon a pro rating of the staff members' annual salary equal to a percentage of the time the school day is extended.

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

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

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

ARTICLE XIII
FINGERPRINTING/BACKGROUND CHECKS

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

ARTICLE XIV
DURATION

- 14.1 The provisions of this contract shall remain in full force and effect from July 1, 2017 through June 30, 2020.

BRIDGEPORT BOARD OF
EDUCATION

By _____

BRIDGEPORT EDUCATION
ASSOCIATION

By _____

By _____

**THIS COLLECTIVE BARGAINING AGREEMENT WAS ENTERED ON THE
RECORD AS A STIPULATED INTEREST ARBITRATION AWARD AT THE
INTEREST ARBITRATION HEARING ON JANUARY ____, 2017.**

APPENDIX A
Teachers' Salary Schedule
2017-2018

| <u>Step</u> | <u>BA</u> | <u>MA</u> | <u>6TH YR</u> |
|-------------|-----------|-----------|---------------|
| 1 | 0 | 0 | 0 |
| 2 | 43,602 | 44,873 | 45,296 |
| 3 | 44,873 | 46,142 | 46,565 |
| 4 | 46,142 | 47,412 | 47,836 |
| 5 | 48,048 | 49,740 | 50,799 |
| 6 | 49,529 | 52,070 | 53,762 |
| 7 | 51,222 | 54,127 | 56,022 |
| 8 | 52,915 | 56,443 | 58,970 |
| 9 | 54,608 | 59,392 | 63,183 |
| 10 | 56,302 | 62,341 | 67,395 |
| 11 | 57,995 | 65,288 | 71,608 |
| 12 | 59,857 | 68,237 | 75,819 |
| 13 | 64,094 | 73,965 | 81,798 |
| 14 | 71,477 | 83,362 | 91,818 |

There shall be no step movement for the 2017-2018 year.

APPENDIX A
Teachers' Salary Schedule
2018-2019

| <u>Step</u> | <u>BA</u> | <u>MA</u> | <u>6TH YR</u> |
|-------------|-----------|-----------|---------------|
| 1 | 0 | 0 | 0 |
| 2 | 0 | 0 | 0 |
| 3 | 44,873 | 46,142 | 46,565 |
| 4 | 46,142 | 47,412 | 47,836 |
| 5 | 48,048 | 49,740 | 50,799 |
| 6 | 49,529 | 52,070 | 53,762 |
| 7 | 51,222 | 54,127 | 56,022 |
| 8 | 52,915 | 56,443 | 58,970 |
| 9 | 54,608 | 59,392 | 63,183 |
| 10 | 56,302 | 62,341 | 67,395 |
| 11 | 57,995 | 65,288 | 71,608 |
| 12 | 59,857 | 68,237 | 75,819 |
| 13 | 64,094 | 73,965 | 81,798 |
| 14 | 68,322 | 79,289 | 87,497 |
| 15 | 72,549 | 84,612 | 93,196 |

All teachers will increase one step.

APPENDIX A
Teachers' Salary Schedule
2019-2020

| <u>Step</u> | <u>BA</u> | <u>MA</u> | <u>6TH YR</u> |
|-------------|-----------|-----------|---------------|
| 1 | 0 | 0 | 0 |
| 2 | 0 | 0 | 0 |
| 3 | 44,873 | 46,142 | 46,565 |
| 4 | 46,142 | 47,412 | 47,836 |
| 5 | 48,048 | 49,740 | 50,799 |
| 6 | 49,529 | 52,070 | 53,762 |
| 7 | 51,222 | 54,127 | 56,022 |
| 8 | 52,915 | 56,443 | 58,970 |
| 9 | 54,608 | 59,392 | 63,183 |
| 10 | 56,302 | 62,341 | 67,395 |
| 11 | 57,995 | 65,288 | 71,608 |
| 12 | 59,857 | 68,237 | 75,819 |
| 13 | 64,094 | 73,965 | 81,798 |
| 14 | 68,322 | 79,289 | 87,497 |
| 15 | 73,637 | 85,881 | 94,594 |

All teachers not on max step will increase one step.

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

1. Members of the unit who hold a Ph.D. degree shall receive an additional \$750.00 above their regular salary. This stipend shall not be available for teachers hired on or after July 1, 2014.
2. The salaries of Teachers in Group V who function as such shall be six percent (6%) higher than non-Group V teachers on the same class and step.
3. Group V teachers will be on the regular teachers' salary schedule with the addition of up to one additional (1) week (five (5) working days) for which they will receive a per diem pay rate of 1.2% of salary per day. These additional days can be assigned to include time after school closes and/or before the opening of the new school year. These days will be assigned at the discretion of the Administrator to whom each person in Group V is immediately responsible.

APPENDIX C
Coaches' Salaries

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

| <u>Sport/Activity</u> | <u>2017-18</u> | <u>2018-19</u> | <u>2019-20</u> |
|-----------------------|----------------|----------------|----------------|
| Athletic Director | \$5,825 | \$5,854 | \$5,883 |
| Football | | | |
| Head Varsity | \$5,689 | \$5,718 | \$5,746 |
| Assistant Varsity | \$3,657 | \$3,675 | \$3,694 |
| Jr. Varsity | \$3,657 | \$3,675 | \$3,694 |
| Fresh Head | \$2,709 | \$2,723 | \$2,737 |
| Fresh Assistant | \$2,709 | \$2,723 | \$2,737 |
| Basketball | | | |
| Head Varsity | \$5,418 | \$5,445 | \$5,472 |
| Jr. Varsity | \$3,590 | \$3,608 | \$3,626 |
| Freshman | \$2,438 | \$2,450 | \$2,463 |
| Baseball | | | |
| Head Varsity | \$4,606 | \$4,629 | \$4,652 |
| Jr. Varsity | \$2,844 | \$2,858 | \$2,873 |
| Freshman | \$2,371 | \$2,383 | \$2,395 |
| Softball | | | |
| Head Varsity | \$4,606 | \$4,629 | \$4,652 |
| Jr. Varsity | \$2,844 | \$2,858 | \$2,873 |
| Freshman | \$2,371 | \$2,383 | \$2,395 |
| Track & Field | | | |
| Head Coach | \$4,063 | \$4,084 | \$4,104 |
| Assistant Coach | \$2,574 | \$2,587 | \$2,600 |
| Cross Country | | | |
| Head Coach | \$2,980 | \$2,995 | \$3,010 |
| Swimming | | | |
| Head Coach | \$3,387 | \$3,404 | \$3,421 |
| Golf | | | |
| Head Coach | \$2,709 | \$2,723 | \$2,737 |
| Tennis | | | |
| Head Coach | \$2,709 | \$2,723 | \$2,737 |

| <u>Sport/Activity</u> | <u>2017-18</u> | <u>2018-19</u> | <u>2019-20</u> |
|-----------------------|----------------|----------------|----------------|
| Bowling | | | |
| Head Coach | \$2,709 | \$2,723 | \$2,737 |
| Soccer | | | |
| Head Coach | \$3,522 | \$3,539 | \$3,557 |
| Asst. Coach | \$2,438 | \$2,450 | \$2,463 |
| Volleyball | | | |
| Head Coach | \$3,522 | \$3,539 | \$3,557 |
| Asst. Coach | \$2,438 | \$2,450 | \$2,463 |
| Wrestling | | | |
| Head Coach | \$4,063 | \$4,084 | \$4,104 |
| Cheerleader | | | |
| Advisor | \$2,709 | \$2,723 | \$2,737 |
| Middle School Level | | | |
| Intramural Coaches | \$490 | \$493 | \$495 |

APPENDIX C - 1

Hiring Criteria for Coaches:

1. In the selection of coaches and their assistants the District will use a formalized interview and selection procedure.
2. When filling a coaching vacancy, the most qualified candidate will be selected, provided that where two or more candidates are equally most qualified, the equally most qualified candidate who is a teacher within the Bridgeport Public Schools system shall be given preference.
3. The Board reaffirms its policy of providing coaching employment opportunities on an equal opportunity basis.

APPENDIX CC
Extra Curricular Activities
Compensation Schedule

| <u>Activity</u> | <u>2017-18</u> | <u>2018-19</u> | <u>2019-20</u> |
|---|----------------|----------------|----------------|
| Band Director | \$2,192 | \$2,203 | \$2,214 |
| Drama Coach | \$1,863 | \$1,873 | \$1,882 |
| Gospel Choir Director | \$876 | \$881 | \$885 |
| Faculty Advisor | | | |
| Senior | \$1,096 | \$1,102 | \$1,107 |
| Junior | \$876 | \$881 | \$885 |
| Sophomore | \$657 | \$661 | \$664 |
| Freshman | \$548 | \$550 | \$553 |
| Student Council Advisor | \$822 | \$826 | \$830 |
| Yearbook Advisor | \$878 | \$881 | \$885 |
| Newspaper Advisor | \$713 | \$716 | \$720 |
| Choral Director | \$1,370 | \$1,377 | \$1,384 |
| Chess Club | \$548 | \$550 | \$553 |
| Debate Team Advisor | \$1,863 | \$1,873 | \$1,882 |
| NEDC Advisor | \$1,863 | \$1,873 | \$1,882 |
| Academic Decathlon Advisor | \$876 | \$881 | \$885 |
| JETS Advisor | \$657 | \$661 | \$664 |
| Literary Magazine Advisor | \$657 | \$661 | \$664 |
| National Honor Society Advisor | \$876 | \$881 | \$885 |
| Community Service Advisor (Key Club, Interact, etc.) | \$876 | \$881 | \$885 |
| Young Educators Society Advisor | \$438 | \$440 | \$443 |

APPENDIX D
Teacher's Contract
Office of the Board of Education
Bridgeport, Connecticut

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

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

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

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

(4) This contract shall become effective if properly signed in duplicate and one copy returned to the office of the Superintendent of Schools on or before _____, 20__.

SIGNED:

Board of Education of Bridgeport

Teacher _____

By _____

Superintendent

Date _____

Date _____

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

NAME: _____ EMPLOYEE NUMBER: _____
POSITION: _____
DISTRIBUTION: _____
NUMBER OF PAYS: _____ GROUP: _____
ANNUAL SALARY RATE: _____ EDUC. CLASS: _____ STEP: _____
SALARY AGREEMENT
PERIOD: _____
CONTRACT
WITH:
CONTRACT
DATED:
CONTRACT
PERIOD:

DATE OF HIRE: _____
SICK LEAVE CREDIT DAYS AS
OF: _____

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

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

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

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

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

This salary agreement shall become operative when properly signed in duplicate and one copy returned by the employee to the office of the Superintendent of Schools. If not signed and

returned by the employee within ten days of the below date, a written statement of the reason must be submitted to the office of the Superintendent.

SIGNED:

Board of Education of Bridgeport

Employee _____

By _____
Superintendent

Date _____

Date _____

APPENDIX F
Side Letter of Understanding on Committee on Substitutes

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

Board of Education of Bridgeport

Bridgeport Education Association

By _____
President, Duly Authorized

By _____
President, Duly Authorized

Date _____

Date _____

III.

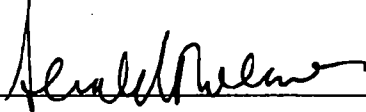
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BRIDGEPORT BOARD OF EDUCATION

AND

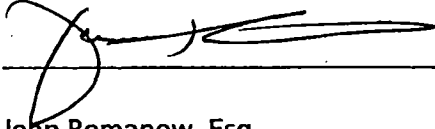
BRIDGEPORT EDUCATION ASSOCIATION

CGS 10-153f INTEREST ARBITRATION



Gerald T. Weiner, Esq.

Panel Chairperson



John Romanow, Esq.

Board of Education Appointed Arbitrator



Gail McKinley-Anderson

Bridgeport Education Association
Appointed Arbitrator

In the Matter of Binding Arbitration :
 :
Between :
 :
Bridgewater Board of Education :
 :
-and- :
 :
Bridgewater Educ. Assoc. :

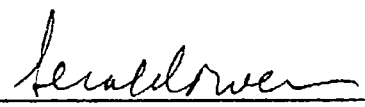
Subject _____
(Last Best Offer Binding Arbitration)

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

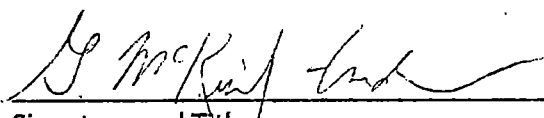
STATE OF CONNECTICUT :
 :
COUNTY OF Fairfield :

ss: Bridgewater

The undersigned, representing the interests of ^{The Public} ~~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~~ ^{The Public} C

Subscribed and sworn to before me this 3rd day of Jan, 2017.


Signature and Title

In the Matter of Binding Arbitration :

Between :

Bridgport Board of Education :

-and- :

Bridgport Education Assn :

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 Fairfield :

ss: Bridgport

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:

[Signature]

Arbitrator representing the interests
of exclusive bargaining representatives
of certified employees

Subscribed and sworn to before me this 3rd day of January, 2017.

[Signature]

Signature and Title

In the Matter of Binding Arbitration

Between

Bridgewater Board of Education

-and-

Bridgewater Educ. Assn.

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 Fairfield

ss: Bridgewater

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: [Signature]
Arbitrator representing the interests of the local
and regional boards of education

Subscribed and sworn to before me this 26th day of JAN., 2017

[Signature]
Signature and Title

CITY OF BRIDGEPORT
OFFICE OF THE CITY ATTORNEY

999 Broad Street
Bridgeport, Connecticut 06604-4328

CITY ATTORNEY
R. Christopher Meyer

DEPUTY CITY ATTORNEY
John P. Bohannon, Jr.

ASSOCIATE CITY ATTORNEYS

Mark T. Anastasi
Richard G. Kascak, Jr.
Bruce L. Levin
Russell D. Liskov
John R. Mitola
Lawrence A. Ouellette, Jr.
Ronald J. Pacacha
Tyisha S. Toms
Lisa R. Trachtenburg

ASSISTANT CITY ATTORNEYS
Eroll V. Skyers
Tamara J. Titre



Telephone (203) 576-7647
Facsimile (203) 576- 8252

COMM. #31-16 Ref'd to Ordinance Committee on 02/06/2017.

February 1, 2017

The Honorable City Council
Of the City of Bridgeport
City Hall
45 Lyon Terrace
Bridgeport, CT 06604

RECEIVED
CITY CLERK'S OFFICE
2017 FEB - 1 P 4: 20
ATTEST
CITY CLERK

Re: Proposed Amendment of Ordinance Sec. 2.56.050 Disclosure of information concerning appointments to agencies, boards and commissions

Dear Honorable Council Members:

As legal counsel to the City's Commission on Ethics, the Office of the City Attorney on behalf of the Administration respectfully proposes a limited amendment of Sec. 2.56.050 of the BPT Code of Ordinances. The purpose / intent of the below proposed ordinance amendment is to:
(a) provide the Chief of Police authority to reduce the workload of the Office of Internal Affairs ("OIA") as necessary in order for it to timely fulfill its other duties and responsibilities and
(b) to facilitate timely conduct of the required criminal background check for appointees, thereby expediting the appointment process for populating the City's boards and commissions. The current ordinance restricts the conduct of background checks to the jurisdiction of OIA, which unfortunately due to the other tasks assigned to that office, has contributed at times to a backlog of vacant positions and/or to appointees serving in a hold-over capacity.

MARKED Copy of Amendment:

2.56.050 - Disclosure of information concerning appointments to agencies, boards and commissions.

A. All nominees for appointment or reappointment to city agencies boards and commissions shall submit to a criminal background check to be conducted by the city's office of internal affairs or such other department, entity or individual as determined by the Chief of Police; and

Anastasi to City Council
Re: Proposed Amendment of Ord. 2.56.050
2/1/17
Page 2 of 2

B. All nominees for appointment or reappointment to city agencies, boards and commissions shall submit to the city's commission on ethics disclosure of their property and business interests in the city and their financial interests with the city, on forms provided by the city clerk; and

C. This section shall be applicable to all appointments made on or after its effective date.

(Ord. dated 10/5/98)

CLEAN Copy as Amended:

2.56.050 - Disclosure of information concerning appointments to agencies, boards and commissions.

A. All nominees for appointment or reappointment to city agencies boards and commissions shall submit to a criminal background check to be conducted by the city's office of internal affairs or such other department, entity or individual as determined by the Chief of Police; and

B. All nominees for appointment or reappointment to city agencies, boards and commissions shall submit to the city's commission on ethics disclosure of their property and business interests in the city and their financial interests with the city, on forms provided by the city clerk; and

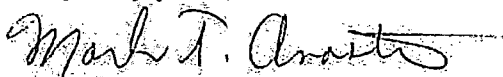
C. This section shall be applicable to all appointments made on or after its effective date.

(Ord. dated 10/5/98)

Kindly place this matter on the Agenda for referral to the Ordinance Committee at the City Council's February 6th meeting.

Thank you for your attention to this matter.

Very truly yours,



Mark T. Anastasi
Assoc. City Attorney

Cc: R. Christopher Meyer, City Attorney
Daniel Roach, Dir. of Government Operations
Kim Staley, CAO
Angel DePara, CAO Office



CITY OF BRIDGEPORT
CHIEF ADMINISTRATIVE OFFICE

999 Broad Street
Bridgeport, Connecticut 06604
Telephone (203) 576-3964 Fax (203) 332-5652

JOSEPH P. GANIM
Mayor

JOHN M. GOMES
A. Chief Administrative
Officer

COMM. #32-16 Ref'd to Contracts Committee on 02/06/2017.

February 1, 2017

Office of the City Clerk
City of Bridgeport
45 Lyon Terrace, Room 204
Bridgeport, Connecticut 06604

Re: Resolution – **Memorandum of Understanding between the City of Bridgeport and the Director of Health Maritza Bond**

Attached, please find a Resolution for the **Memorandum of Understanding between the City of Bridgeport and the Director of Health, Maritza Bond** to be referred to the **Contracts Committee** of the City Council.

If you have any questions or require any additional information please contact Isolina DeJesus at 203-576-7134 or isolina.dejesus@bridgeportct.gov.

Thank you,

Isolina DeJesus
Central Grants Office

RECEIVED
CITY CLERK'S OFFICE
2017 FEB - 1 P 4: 36
ATTEST
CITY CLERK

A Resolution by the Bridgeport City Council

Regarding the

**Memorandum of Understanding
Between the City of Bridgeport and Director of Health Maritza Bond**

WHEREAS, the **Connecticut Department of Public Health** has requested that the parties enter into an agreement with regard to disclosure of financial interests and engagement in any employment, transaction or professional activity that is in substantial conflict with the proper discharge of the duties of the Director of Health (BOND) as required by Connecticut General Statutes Section 19a-244, as amended by Public Act No. 16-66, Section 39; and

NOW THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL:

1. That it is cognizant of the City's intention to enter into a certain Memorandum of Understanding (copy attached) with the Director of Health, Maritza Bond, the duly appointed Director of Health of BPT having been so appointed on or about October 28, 2016; and
2. That it hereby authorizes and empowers the Mayor to execute such agreement with Director of Health, Maritza Bond.

MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING is made by and between the CITY OF BRIDGEPORT, CT, a municipal corporation organized and existing under the laws of the State of Connecticut with its principal place of business located at 45 Lyon Terrace, Bridgeport, CT, County of Fairfield and State of Connecticut, hereinafter referred to as "BPT", and Ms. Maritza Bond, of the City/Town of West Haven, County of New Haven and State of Connecticut, hereinafter referred to as "BOND".

WITNESSETH:

WHEREAS, BOND is the duly appointed Director of Health of BPT having been so appointed on or about October 28, 2016; and

WHEREAS, the Connecticut Department of Public Health has requested that the parties enter into an agreement with regard to disclosure of financial interests and engagement in any employment, transaction or professional activity that is in substantial conflict with the proper discharge of the duties of the Director of Health (BOND) as required by Connecticut General Statutes Section 19a-244, as amended by Public Act No. 16-66, Section 39.

NOW, THEREFORE, in consideration of the continued employment of BOND by BPT, the parties hereto agree as follows:

1. It is understood and agreed that BOND shall continue to be employed by BPT in accordance with the Connecticut General Statutes and in accordance with the policies and directives of BPT.
2. Without limiting the foregoing, the parties understand, and BOND agrees, that she shall not, during her term of office, have any financial interest in or engage in any employment, transaction or professional activity that is in substantial conflict with the proper discharge of the duties required of Directors of Health by the Connecticut General Statutes or the Public Health Code or specified by BPT in its charter, code of ordinances, policies or directives, including, but not limited to, BPT's Code of Ethics (BPT Code of Ordinances, Chapter 2.38), as the same may be amended from time to time, a current copy of which is annexed hereto and made a part hereof as Exhibit A.
3. In the event the Connecticut General Statutes allow the Director of Health to engage in other employment, BOND agrees that she shall not engage in any employment other than her employment by BPT without the prior approval of the City Council and Mayor of BPT.
4. BOND understands that her employment with BPT is conditioned upon her compliance with the terms of this Memorandum of Understanding.
5. This Memorandum of Understanding shall not otherwise affect any other present terms of employment of BOND as the Director of Health of BPT.

IN WITNESS WHEREOF, the parties have hereunto set their signatures on the dates below written.

Signed in the presence of:

CITY OF BRIDGEPORT, CT

BY: _____ 2/ /17
Joseph P. Ganim, Mayor
Duly Authorized

BY: _____ 2/ /17
Maritza Bond

This Memorandum of Understanding was approved at a meeting of the BPT City Council held on February 20, 2017.



CITY OF BRIDGEPORT
CHIEF ADMINISTRATIVE OFFICE

999 Broad Street
Bridgeport, Connecticut 06604
Telephone (203) 576-3964 Fax (203) 332-5652

JOSEPH P. GANIM
Mayor

JOHN M. GOMES
A. Chief Administrative
Officer

COMM. #35-16 Ref'd to ECD&E Committee
on 2/6/2017

February 1, 2017

Office of the City Clerk
City of Bridgeport
45 Lyon Terrace, Room 204
Bridgeport, Connecticut 06604

Re: Resolution – **University of Connecticut – SURDNA Green Infrastructure Sub-Grant (#16263)**

Attached, please find a Grant Summary and Resolution for the **University of Connecticut – SURDNA Green Infrastructure Sub-Grant (#16263)** to be referred to the **Committee on Economic and Community Development and Environment** of the City Council.

Grant: City of Bridgeport application to the **University of Connecticut – SURDNA Green Infrastructure Sub-Grant (#16263)**

If you have any questions or require any additional information please contact Isolina DeJesus at 203-576-7134 or isolina.dejesus@bridgeportct.gov.

Thank you,

Isolina DeJesus
Central Grants Office

ATTEST
CITY CLERK

RECEIVED
CITY CLERK'S OFFICE
2011 FEB - 1 P 4: 36



GRANT SUMMARY

PROJECT TITLE: **University of Connecticut – SURDNA Green Infrastructure Sub-Grant (#16263)**

NEW RENEWAL CONTINUING

DEPARTMENT SUBMITTING INFORMATION: **Central Grants Office**

CONTACT NAME: **Isolina DeJesus**

PHONE NUMBER: **203-576-7134**

PROJECT SUMMARY/DESCRIPTION: The City of Bridgeport **Office of Planning and Economic Development** is seeking funds from the University of Connecticut to implement a grant to create a model of green infrastructure that incorporates public education, civic engagement, community building, youth involvement and artful design and place-making into stormwater management efforts.

CONTRACT PERIOD: 2 years

IF APPLICABLE

FUNDING SOURCES (include matching/in-kind funds):

Federal: \$0
State: \$50,000 (\$15,000/year 1 \$35,000/year 2)
City: \$0
Other: \$0

PROJECT FUNDS REQUESTED

| | Year 1 | Year 2 |
|---|----------|----------|
| Equipment Rental: | \$ 1,000 | \$ 3,000 |
| Construction Services: | \$14,000 | \$20,000 |
| Project Materials (tools, signs, plants/soils): | \$ 0 | \$12,000 |

A Resolution by the Bridgeport City Council

Regarding the

University of Connecticut

SURDNA Green Infrastructure Grant

WHEREAS, the **University of Connecticut** is authorized to extend financial assistance to municipalities in the form of grants; and

WHEREAS, this funding has been made possible through the **SURDNA Green Infrastructure Grant**; and

WHEREAS, funds under this grant will be used to implement a grant to create a model of green infrastructure that incorporates public education, civic engagement, community building, youth involvement and artful design and place-making into stormwater management efforts; and

WHEREAS, it is desirable and in the public interest that the City of Bridgeport **Office of Planning and Economic Development** submits an application to the **University of Connecticut** to create a model of green infrastructure.

NOW THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL:

1. That it is cognizant of the City's grant application to and contract with **the University of Connecticut** for the purpose of its **SURDNA Green Infrastructure Project**; and
2. That it hereby authorizes and empowers the Mayor or his designee, the **Director of Central Grants**, to execute and file such application with the **University of Connecticut** and to provide such additional information and to execute such other contracts, amendments, and documents as may be necessary to administer this program.



**OFFICE OF THE CITY CLERK
RESOLUTION FORM**

RECEIVED
 CITY CLERK'S OFFICE
 2017 JAN 27 A 9:52
 ATTEST

| SECTION I CITY COUNCIL-SUBMISSION INFORMATION | |
|---|--|
| Log ID/Item Number: | 29-16 (Ref. #218-15) |
| Submitted by Councilmember(s): | Eneida L. Martinez |
| Co-Sponsors(s): | James Holloway Choose an item. Choose an item. |
| District: | 139TH |
| Subject: | Additional Honorary Street Signs on Bishop Avenue |
| Referred to: | Public Safety and Transportation Committee |
| City Council Date: | February 6, 2017 |

SECTION II RESOLUTION (PLEASE TYPE BELOW)

WHEREAS, Councilmember's Eneida Martinez and James Holloway of the 139th District submitted a Resolution, Item# *218-15, at the November 7, 2016 City Council Meeting requesting the Honorary Street Naming of Bishop Avenue as "Jimmie W. Jones Way"; and

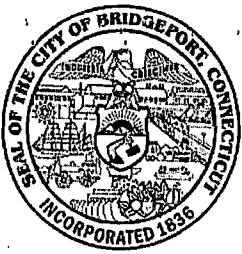
WHEREAS, the City Council at its December 19, 2016 meeting approved Item# *218-15 and authorized the placement of honorary street signage above the corner street signs at the intersection of Bishop Avenue with Connecticut Avenue and Barnum Avenue; and

WHEREAS, the corners of Connecticut Avenue and Barnum Avenue were selected for honorary street signs as it was thought they were the terminus of Bishop Avenue; and

WHEREAS, the Director of Public Facilities has informed Councilmember Martinez that he has placed the two signs approved by Item# *218-15 at the Connecticut Avenue and Barnum Avenue locations but the actual terminus of Bishop Avenue is at its intersection with Stratford Avenue and Boston Avenue and he needs permission to place two more there; and

NOW, THEREFORE, BE IT RESOLVED, Bishop Avenue having been given the Honorary Street Name of "Jimmie W. Jones Way" by the City Council that the Director of Public Facilities be authorized to place two more honorary signs for "Jimmie W. Jones Way" above the corner signs at Bishop Avenue's intersection with Boston Avenue and Stratford Avenue.

-Six Attachments-



OFFICE OF THE CITY CLERK RESOLUTION FORM

SECTION III: SUBSEQUENT REFERRALS/REPLIES AND DATE SENT/RECEIVED

| DEPARTMENT | Referral date sent | Response Received | Date reply received |
|-----------------|--------------------|--|---------------------|
| Choose an item. | | <input type="checkbox"/> Yes <input type="checkbox"/> No | |
| Choose an item. | | <input type="checkbox"/> Yes <input type="checkbox"/> No | |
| Choose an item. | | <input type="checkbox"/> Yes <input type="checkbox"/> No | |
| Choose an item. | | <input type="checkbox"/> Yes <input type="checkbox"/> No | |
| Choose an item. | | <input type="checkbox"/> Yes <input type="checkbox"/> No | |
| Choose an item. | | <input type="checkbox"/> Yes <input type="checkbox"/> No | |
| Choose an item. | | <input type="checkbox"/> Yes <input type="checkbox"/> No | |
| Choose an item. | | <input type="checkbox"/> Yes <input type="checkbox"/> No | |

SECTION IV: PUBLIC HEARING INFORMATION

| | | |
|---|------------------------------|------|
| Public Hearing Required <input type="checkbox"/> Yes <input type="checkbox"/> No | Details | Date |
| | Public Hearing Ordered on: | |
| | CT Post Publication Date(s): | |
| | Public Hearing Held on: | |

SECTION V: AMENDMENTS/EXHIBITS

| | | |
|-----------------|--|-------|
| Choose an item. | <input type="checkbox"/> Yes <input type="checkbox"/> No | Date: |
|-----------------|--|-------|

SECTION VI: COMMITTEE ACTION/APPROVAL INFORMATION

| | | |
|-----------------|--|-------|
| Choose an item. | <input type="checkbox"/> Yes <input type="checkbox"/> No | Date: |
| Choose an item. | <input type="checkbox"/> Yes <input type="checkbox"/> No | Date: |
| Choose an item. | <input type="checkbox"/> Yes <input type="checkbox"/> No | Date: |

SECTION VII: WITHDRAWN/SINE DIE INFORMATION

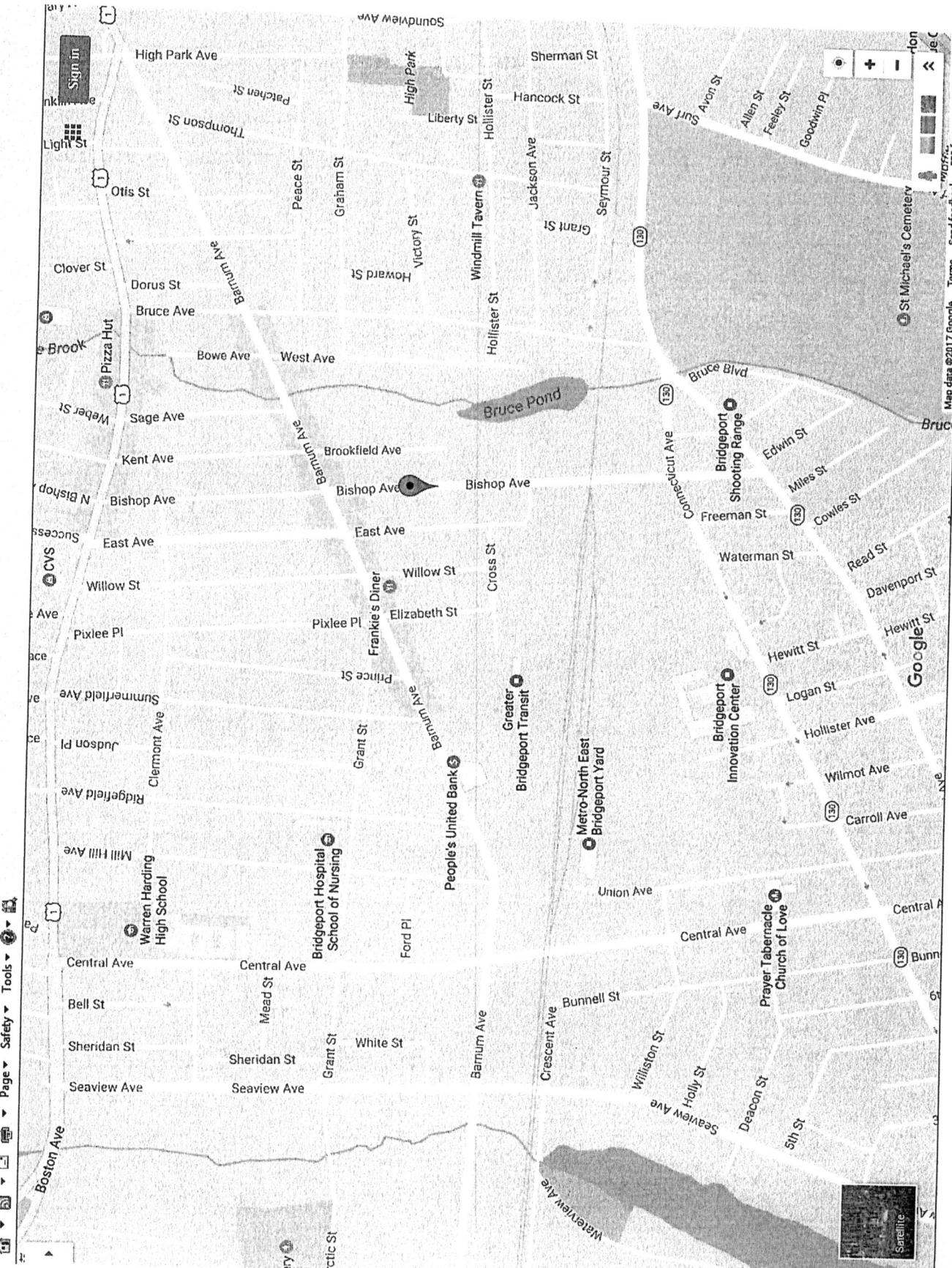
| | | |
|-----------------|--|-------|
| Choose an item. | <input type="checkbox"/> Yes <input type="checkbox"/> No | Date: |
|-----------------|--|-------|

SECTION VIII: DATE OF APPROVAL/DENIAL FROM CITY COUNCIL

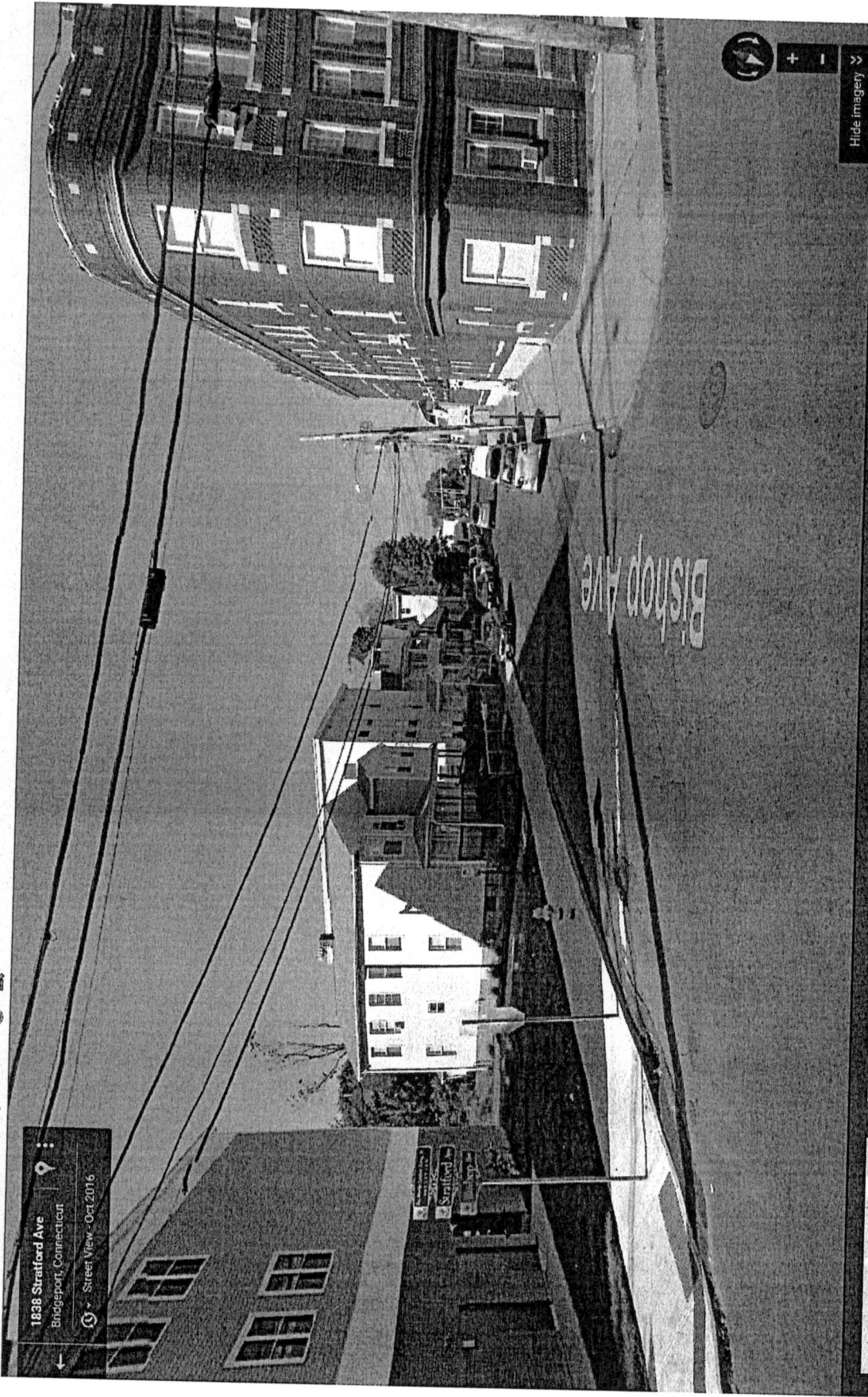
City Council Approval Date: _____

SECTION IX: COMMENTS (if any)

Browser interface showing address bar with URL: <https://www.google.com/maps/place/Bishop+Ave>. Navigation icons for back, forward, home, and search are visible. The address bar also shows "Bishop Ave - Google Maps" and "MSN.com - Hotmail, Outlook, ...".



Map data ©2017 Google



1838 Stratford Ave
Bridgeport, Connecticut
Street View - Oct 2016

Expand

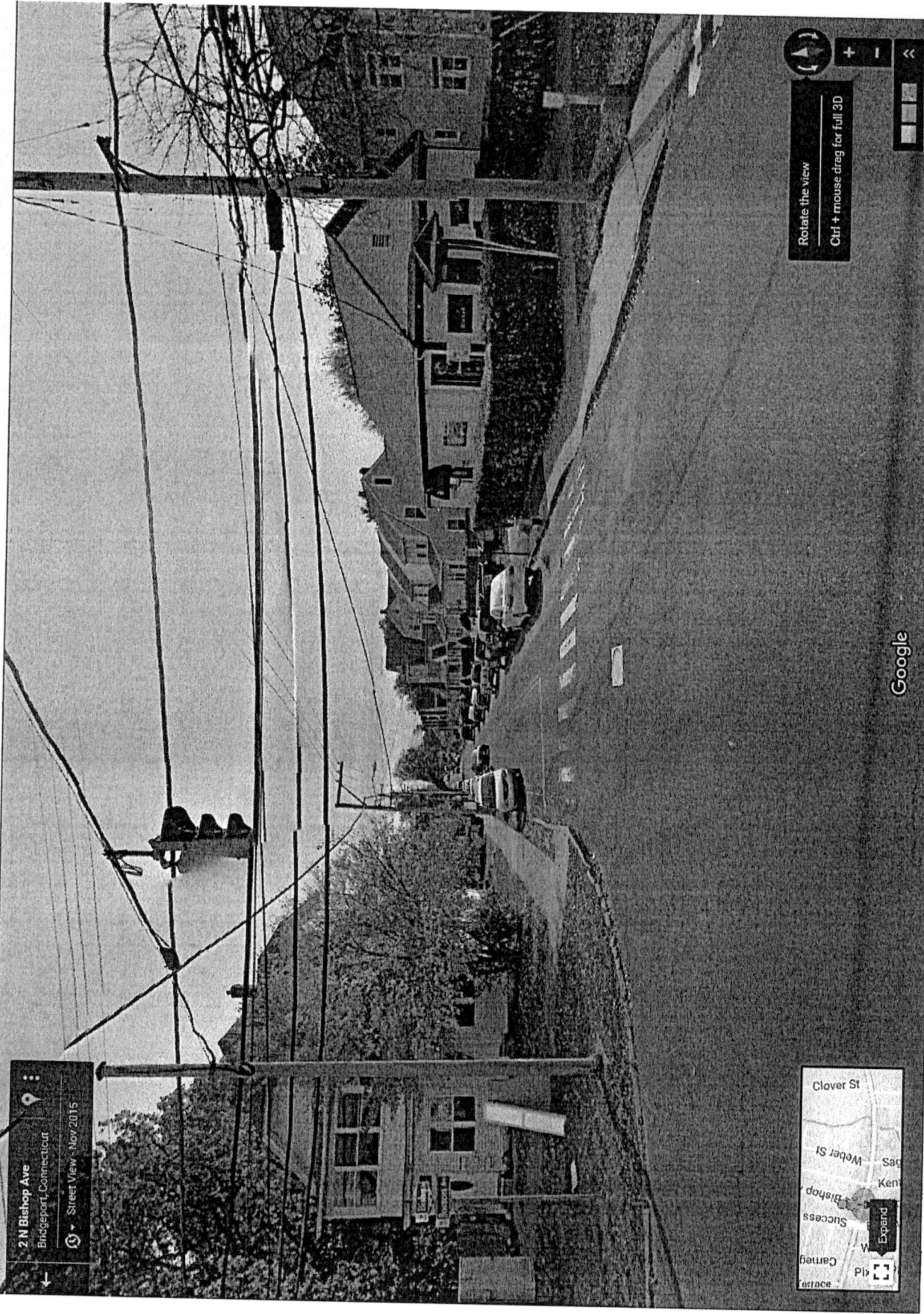
Bridgeport Shooting Range
Bruce Blvd
Edwin St
Miles

Satellite

Add a photo

Hide imagery >>

+ -



2 N Bishop Ave
Bridgeport, Connecticut
Street View - Nov 2015

Expand
Clover St
Weber St
Success
Carreg

Rotate the view
Ctrl + mouse drag for full 3D

Google

Item# *218-15 Consent Calendar

Bishop Avenue to be honorary designated as "Jimmie W. Jones Way" with proper signage being placed above the corner street signs at the intersection of Connecticut Avenue and Barnum Avenue.



Report
of
Committee
on

Public Safety and Transportation

City Council Meeting Date: December 19, 2016

Attest:

Lydia N. Martinez
Lydia N. Martinez, City Clerk

Approved by:

Joseph P. Ganim
Joseph P. Ganim, Mayor

Date Signed:

12/27/16

ATTEST
CITY CLERK

RECEIVED
CITY CLERK'S OFFICE
2017 JAN - 6 P 12: 08



City of Bridgeport, Connecticut

Office of the City Clerk

To the City Council of the City of Bridgeport.

The Committee on **Public Safety and Transportation** begs leave to report; and recommends for adoption the following resolution:

Item No. *218-15 Consent Calendar

WHEREAS, Jimmie W. Jones, the son of retired Bridgeport fire fighter Charlie Jones, was a life-long resident of the City of Bridgeport, graduate of Bullard Havens Technical High School, and followed in his father's footsteps by becoming a fire fighter in the Bridgeport Fire Department, where he served for eight years in Fire Engine Company No. 6; and

WHEREAS, a joy, great man, and hero to all who knew him this young city fire fighter tragically lost his life in an off duty car accident on Bishop Avenue in May of 2016; and

WHEREAS, Jimmie Jones was a loving son to his parents and brothers, a compassionate father to his son, a caring uncle, a loving companion, and a dedicated and hard worker for the City of Bridgeport his presence is greatly missed by his family and the community; and

WHEREAS, Jimmie Jones the fire fighter was an active member of the Bridgeport Firebirds, and proud every day he put his uniform on, he will never be forgotten by his brothers in Fire Engine Company No. 6, some of whom were called to the scene of the accident; and

WHEREAS, the loss of this public servant, father, brother, son, and colleague has been a devastating blow to all and it has been difficult to determine what we can do to help comfort the family, heal a grieving community and lift the spirits of his comrades; and

WHEREAS, we do believe that a strong and caring community shows compassion for those suffering the pain of loss by working together to help lift the heavy burden from all; and

NOW THEREFORE, BE IT RESOLVED we celebrate the life of Jimmie W. Jones by coming together as a community to support the Jones family, and our fire fighters who without any second thought will risk and give their lives to protect all of us at any moment, by designating Bishop Avenue as "**Jimmie W. Jones Way**" with signage to be placed above the corner street signs at its intersection with both Connecticut Avenue and Barnum Avenue.



City of Bridgeport, Connecticut
Office of the City Clerk

Report of Committee on Public Safety and Transportation
Item No. *218-15 Consent Calendar

-2-

RESPECTFULLY SUBMITTED,
THE COMMITTEE ON
PUBLIC SAFETY AND TRANSPORTATION

Michelle A Lyons

Michelle A. Lyons, D-134th, Co-Chair

Mary McBride-Lee

Mary McBride-Lee, D-135th, Co-Chair

Jack O. Banta

Jack O. Banta, D-131st

Richard D. Salter, Sr.

Richard D. Salter, Sr., D-135th

Kathryn M. Bukovsky

Kathryn M. Bukovsky, D-130th

Eneida L. Martinez

Eneida L. Martinez, D-139th

Jeanette Herron

Jeanette Herron, D-133rd

City Council Date: December 19, 2016



OFFICE OF THE CITY CLERK RESOLUTION FORM

REC'D
CITY CLERK'S OFFICE
2017 JAN 2 P 12:02
ATTEST
CITY CLERK
ERM

| SECTION I CITY COUNCIL SUBMISSION INFORMATION | | | |
|---|--|-----------------|-----------------|
| Log ID/Item Number: | 30-16 | | |
| Submitted by Councilmember(s): | Eneida L. Martinez | | |
| Co-Sponsors(s): | Choose an item. | Choose an item. | Choose an item. |
| District: | 139TH | | Choose an item. |
| Subject: | No-Cost Record Check for City Residents | | |
| Referred to: | Public Safety and Transportation Committee | | |
| City Council Date: | February 6, 2017 | | |

SECTION II RESOLUTION (PLEASE TYPE BELOW)

WHEREAS, each year nearly 1,100 men and women leave prison and return to the City of Bridgeport; and

WHEREAS, thousands more currently live in the community and are unemployed; and

WHEREAS, generally speaking, high unemployment rates correlate with increases in crime rates, particularly property crime. Further, employment is important for the immediate needs of offenders and their families and has generational repercussions; and

WHEREAS, a criminal record limits employment opportunities for former offenders as certain jobs are denied to those with a criminal record by law, and other jobs are often denied to offenders based on employer discretion; and

WHEREAS, while public safety must be a priority, systematic exclusion of Bridgeport citizens with criminal histories from the workplace is particularly troubling given what is known about the positive effects of employment and given the increasing number of justice-involved individuals; and

WHEREAS, equally troubling is the often significant difference between what is reported by the former offender and what is actually on the criminal record check; and

WHEREAS, many returning citizens do not know their complete criminal history, and find out that the cost and/or mechanism to pull a record is prohibitive; and

NOW, THEREFORE, BE IT RESOLVED, by the Bridgeport City Council that City of Bridgeport residents who have a criminal history be allowed the opportunity to obtain a copy of their criminal record at no cost; and

BE IT FURTHER RESOLVED, that the Chief Administrative Officer of the City will work with the Mayor's Initiative for Re-entry Affairs (MIRA) to develop a policy and process to initiate such a request.

- Attachment Scott Wilderman of Career Resources, Inc. -



OFFICE OF THE CITY CLERK RESOLUTION FORM

SECTION III SUBSEQUENT REFERRALS/REPLIES AND DATE SENT/RECEIVED

| DEPARTMENT | Referral date sent | Response Received | Date reply received |
|-----------------|--------------------|--|---------------------|
| Choose an item. | | <input type="checkbox"/> Yes <input type="checkbox"/> No | |
| Choose an item. | | <input type="checkbox"/> Yes <input type="checkbox"/> No | |
| Choose an item. | | <input type="checkbox"/> Yes <input type="checkbox"/> No | |
| Choose an item. | | <input type="checkbox"/> Yes <input type="checkbox"/> No | |
| Choose an item. | | <input type="checkbox"/> Yes <input type="checkbox"/> No | |
| Choose an item. | | <input type="checkbox"/> Yes <input type="checkbox"/> No | |
| Choose an item. | | <input type="checkbox"/> Yes <input type="checkbox"/> No | |
| Choose an item. | | <input type="checkbox"/> Yes <input type="checkbox"/> No | |

SECTION IV PUBLIC HEARING INFORMATION

| Public Hearing Required | Details | Date |
|--|------------------------------|------|
| <input type="checkbox"/> Yes <input type="checkbox"/> No | Public Hearing Ordered on: | |
| | CT Post Publication Date(s): | |
| | Public Hearing Held on: | |

SECTION V AMENDMENTS/EXHIBITS

| | | |
|-----------------|--|-------|
| Choose an item. | <input type="checkbox"/> Yes <input type="checkbox"/> No | Date: |
|-----------------|--|-------|

SECTION VI COMMITTEE ACTION/APPROVAL INFORMATION

| | | |
|-----------------|--|-------|
| Choose an item. | <input type="checkbox"/> Yes <input type="checkbox"/> No | Date: |
| Choose an item. | <input type="checkbox"/> Yes <input type="checkbox"/> No | Date: |
| Choose an item. | <input type="checkbox"/> Yes <input type="checkbox"/> No | Date: |

SECTION VII WITHDRAWN/SINE DIE INFORMATION

| | | |
|-----------------|--|-------|
| Choose an item. | <input type="checkbox"/> Yes <input type="checkbox"/> No | Date: |
|-----------------|--|-------|

SECTION VIII DATE OF APPROVAL/DENIAL FROM CITY COUNCIL

| | |
|-----------------------------|--|
| City Council Approval Date: | |
|-----------------------------|--|

SECTION IX COMMENTS (if any)

Boyer, Mike

From: Martinez, Eneida
Sent: Tuesday, January 24, 2017 3:11 PM
To: Boyer, Mike
Subject: Fwd: Record Check Opportunity

Please look at edited copy of no cost background check.

Eneida

Sent from my iPhone

Begin forwarded message:

From: Dan Braccio <braccio@CAREERRESOURCES.org>
Date: January 24, 2017 at 3:12:00 PM EST
To: "Martinez, Eneida" <Eneida.Martinez@Bridgeportct.gov>
Subject: FW: Record Check Opportunity

Hi, Eneida,

Everyone was moving kind of fast this morning and I didn't get my edits (below) of Scott Wilderman's ordinance language to Louis quickly enough before he sent the first draft to you. I hope you will consider incorporating them into the draft that goes before the City Council. We want to try to use language that's less stigmatizing and stereotypical when referring to our citizens who have a criminal history.

Thank you very much for your attendance at yesterday's meeting, as well as for your interest in and support for Scott's suggestion to help all of our Bridgeport citizens succeed!

Best,

Dan Braccio
Director, Community & Business Relations
Career Resources, Inc.
203 953-3247

From: Dan Braccio
Sent: Tuesday, January 24, 2017 12:15 PM
To: Scott Wilderman; 'Reed, Louis'
Cc: 'Staley, Kimberly'
Subject: RE: Record Check Opportunity

My edits.

Maybe too late.

Dan Braccio

Director, Community & Business Relations
Career Resources, Inc.
203 953-3247

From: Scott Wilderman
Sent: Tuesday, January 24, 2017 11:58 AM
To: 'Reed, Louis'
Cc: Dan Braccio; 'Staley, Kimberly'
Subject: Record Check Opportunity

No-Cost Record Check for City Residents:

Each year nearly 1,100 ~~ex-offenders~~ men and women leave prison and return to the City of Bridgeport. Thousands more currently live in the community and are unemployed. ~~Unemployment has been linked to crime at both the aggregate and individual levels.~~ Generally speaking, high unemployment rates ~~are~~ positively correlate with increases in crime rates, particularly property crime. Further, employment is important for the immediate needs of offenders and their families and has generational repercussions. A criminal record limits employment opportunities ~~of ex-for~~ former offenders as certain jobs are denied to those with a criminal record by law, and other jobs are often denied to offenders based on employer discretion. While public safety must be a priority, systematic exclusion of Bridgeport citizens with criminal histories from the workplace is particularly troubling given what is known about the positive effects of employment and given the increasing number of justice-involved individuals. Equally troubling is the often significant difference between what is reported by the ~~ex-offender~~ former offender and what is actually on the criminal record check ~~may differ significantly.~~ Many ~~ex-offenders~~ returning citizens do not know their complete criminal history, and find out that the cost and/or mechanism to pull a record is prohibitive. Therefore, The City Council puts forth a resolution to allow City of Bridgeport residents who have a criminal history the opportunity to obtain a copy of their criminal record at no cost. The Human Resources Department of the City will work with MIRA to develop a policy and process to initiate such a request.

Scott K. Wilderman
President & CEO
Career Resources, Inc.
350 Fairfield Avenue
Bridgeport, CT 06604
203-953-3259
www.careerresources.org
Wilderman@CareerResources.org



Do not go where the path may lead, go instead where there is no path and leave a trail.
Ralph Waldo Emerson-



OFFICE OF THE CITY CLERK RESOLUTION FORM

RES. #33-16 Ref'd to Ordinance Committee on 02/06/2017.

SECTION I CITY COUNCIL SUBMISSION INFORMATION

| | | | |
|---------------------------------------|--|-----------------|-----------------|
| Log ID/Item Number: | 33-16 | | |
| Submitted by Councilmember(s): | Eneida L. Martinez | | |
| Co-Sponsors(s): | Choose an item. | Choose an item. | Choose an item. |
| District: | 139TH | | |
| Subject: | WPCA Ordinance to Require Customer Option for Pre-Lien and Foreclosure Mediation | | |
| Referred to: | Ordinance Committee | | |
| City Council Date: | February 6, 2017 | | |

RECEIVED
 CITY CLERK'S OFFICE
 JAN 31 P 12:28
 CITY CLERK

SECTION II RESOLUTION (PLEASE TYPE BELOW)

ADDITIONAL SUBMITTERS: THE MEMBERS OF THE BLACK AND HISPANIC CAUCUS OF THE BRIDGEPORT CITY COUNCIL

WHEREAS, the Bridgeport City Council works citywide to solve problems that negatively impact the homeowners, tenants, and low income and minority residents of our community; and

WHEREAS, the number of liens, foreclosures and foreclosure-related evictions being caused by the Water Pollution Control Authority (WPCA) has become a citywide problem; and

WHEREAS, foreclosures destabilize entire neighborhoods through declines in surrounding property values, loss of tax revenue, increases in crime rates turning this into a public safety concern, and blight; and

WHEREAS, the loss of a home to foreclosure can be devastating for a family, in addition to losing what is often their most significant asset, families are uprooted from community supports and may find themselves with no place to go; and

WHEREAS, WPCA customers also find themselves struggling with the added burden of not having been given notice, the lack of a quick resolution, and dealing with the needless litigation; and

WHEREAS, The US Department of Justice and HUD have identified more than 25 foreclosure mediation programs in at least 14 states, including the State of Connecticut, where consumers are being given with great success the option of neutral third party mediation before litigation; and

WHEREAS, the "Connecticut Judicial Branch Foreclosure Mediation Program" offers an ideal model from which key elements can be drawn and applied to developing a WPCA customer mediation option for liens and foreclosures that is fair, quick and efficiently resolves disputes in earliest stage; and

WHEREAS, to make certain the WPCA complies a City Ordinance is required that gives customers the option of a neutral third party mediator before a WPCA lien or foreclosure is started; it would be fair, transparent, and allow all to find beneficial alternatives to a WPCA lien or foreclosure; and

NOW, THEREFORE, BE IT RESOLVED, by the Bridgeport City Council that the City Attorney draft an Ordinance for the Committee on Ordinances that requires the WPCA to develop, offer and provide the option of mediation to its customers BEFORE COMMENCING a lien or foreclosure and use the "Connecticut Judicial Branch Foreclosure Mediation Program" as a model in designing it; and

BE IT FURTHER RESOLVED, it be mandated that the Marshall serving any and all papers concerning WPCA matters retain a legal signature of said party; and

BE IT FURTHER RESOLVED, that at any public hearing prior to enactment of the new WPCA Ordinance by the City Council that the WPCA Commission be asked to attend; and

BE IT FURTHER RESOLVED, that until an Ordinance that allows customers facing a WPCA lien or foreclosure to opt for early mediation is passed by the City Council and the WPCA has put into practice a customer lien and foreclosure avoidance mediation program as required by Ordinance there is a moratorium on further WPCA liens and foreclosures.



OFFICE OF THE CITY CLERK RESOLUTION FORM

SECTION III SUBSEQUENT REFERRALS/REPLIES AND DATE SENT/RECEIVED

| DEPARTMENT | Referral date sent | Response Received | Date reply received |
|-----------------|--------------------|--|---------------------|
| Choose an item. | | <input type="checkbox"/> Yes <input type="checkbox"/> No | |
| Choose an item. | | <input type="checkbox"/> Yes <input type="checkbox"/> No | |
| Choose an item. | | <input type="checkbox"/> Yes <input type="checkbox"/> No | |
| Choose an item. | | <input type="checkbox"/> Yes <input type="checkbox"/> No | |
| Choose an item. | | <input type="checkbox"/> Yes <input type="checkbox"/> No | |
| Choose an item. | | <input type="checkbox"/> Yes <input type="checkbox"/> No | |
| Choose an item. | | <input type="checkbox"/> Yes <input type="checkbox"/> No | |
| Choose an item. | | <input type="checkbox"/> Yes <input type="checkbox"/> No | |
| Choose an item. | | <input type="checkbox"/> Yes <input type="checkbox"/> No | |

SECTION IV PUBLIC HEARING INFORMATION

| Public Hearing Required | Details | Date |
|--|------------------------------|------|
| <input type="checkbox"/> Yes <input type="checkbox"/> No | Public Hearing Ordered on: | |
| | CT Post Publication Date(s): | |
| | Public Hearing Held on: | |

SECTION V AMENDMENTS/EXHIBITS

| | | |
|-----------------|--|-------|
| Choose an item. | <input type="checkbox"/> Yes <input type="checkbox"/> No | Date: |
|-----------------|--|-------|

SECTION VI COMMITTEE ACTION/APPROVAL INFORMATION

| | | |
|-----------------|--|-------|
| Choose an item. | <input type="checkbox"/> Yes <input type="checkbox"/> No | Date: |
| Choose an item. | <input type="checkbox"/> Yes <input type="checkbox"/> No | Date: |
| Choose an item. | <input type="checkbox"/> Yes <input type="checkbox"/> No | Date: |

SECTION VII WITHDRAWN/SINE DIE INFORMATION

| | | |
|-----------------|--|-------|
| Choose an item. | <input type="checkbox"/> Yes <input type="checkbox"/> No | Date: |
|-----------------|--|-------|

SECTION VIII DATE OF APPROVAL/DENIAL FROM CITY COUNCIL

| | |
|-----------------------------|--|
| City Council Approval Date: | |
|-----------------------------|--|

SECTION IX COMMENTS (if any)



OFFICE OF THE CITY CLERK RESOLUTION FORM

RES. #34-16 Ref'd to Ordinance Committee on 02/06/2017.

SECTION I CITY COUNCIL SUBMISSION INFORMATION

| | | | |
|---------------------------------------|--|-----------------|-----------------|
| Log ID/Item Number: | 34-16 | | |
| Submitted by Councilmember(s): | Eneida L. Martinez | | |
| Co-Sponsors(s): | Choose an item. | Choose an item. | Choose an item. |
| District: | 139TH | | |
| Subject: | Habitat for Humanity Ordinance to Require Customer Option for Pre-Lien and Foreclosure Mediation | | |
| Referred to: | Ordinance Committee | | |
| City Council Date: | February 6, 2017 | | |

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 CITY CLERK'S OFFICE
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SECTION II RESOLUTION (PLEASE TYPE BELOW)

ADDITIONAL SUBMITTERS: THE MEMBERS OF THE BLACK AND HISPANIC CAUCUS OF THE BRIDGEPORT CITY COUNCIL

WHEREAS, the Bridgeport City Council works citywide to solve problems that negatively impact the homeowners, tenants, and low income and minority residents of our community; and

WHEREAS, the number of liens, foreclosures and foreclosure-related evictions being caused by Habitat for Humanity has become a citywide problem; and

WHEREAS, foreclosures destabilize entire neighborhoods through declines in surrounding property values, loss of tax revenue, increases in crime rates turning this into a public safety concern, and blight; and

WHEREAS, the loss of a home to foreclosure can be devastating for a family, in addition to losing what is often their most significant asset, families are uprooted from community supports and may find themselves with no place to go; and

WHEREAS, Habitat for Humanity customers also find themselves struggling with the added burden of not having been given notice, the lack of a quick resolution, and dealing with the needless litigation; and

WHEREAS, The US Department of Justice and HUD have identified more than 25 foreclosure mediation programs in at least 14 states, including the State of Connecticut, where consumers are being given with great success the option of neutral third party mediation before litigation; and

WHEREAS, the "Connecticut Judicial Branch Foreclosure Mediation Program" offers an ideal model from which key elements can be drawn and applied to developing a Habitat for Humanity customer mediation option for liens and foreclosures that is fair, quick and efficiently resolves disputes in earliest stage; and

WHEREAS, to make certain Habitat for Humanity complies a City Ordinance is required that gives customers the option of a neutral third party mediator before a Habitat for Humanity lien or foreclosure is started; it would be fair, transparent, and allow all to find beneficial alternatives to a Habitat for Humanity lien or foreclosure; and

NOW, THEREFORE, BE IT RESOLVED, by the Bridgeport City Council that the City Attorney draft an Ordinance for the Committee on Ordinances that requires Habitat for Humanity to develop, offer and provide the option of mediation to its customers BEFORE COMMENCING a lien or foreclosure and use the "Connecticut Judicial Branch Foreclosure Mediation Program" as a model in designing it; and

BE IT FURTHER RESOLVED, it be mandated that the Marshall serving any and all papers concerning Habitat for Humanity matters retain a legal signature of said party; and

BE IT FURTHER RESOLVED, that at any public hearing prior to enactment of the new Habitat for Humanity Ordinance by the City Council that Habitat for Humanity Board of Directors be asked to attend; and

BE IT FURTHER RESOLVED, that until an Ordinance that allows customers facing a Habitat for Humanity lien or foreclosure to opt for early mediation is passed by the City Council and Habitat for Humanity has put into practice a customer lien and foreclosure avoidance mediation program as required by Ordinance there is a moratorium on further Habitat for Humanity liens and foreclosures.



OFFICE OF THE CITY CLERK RESOLUTION FORM

SECTION III SUBSEQUENT REFERRALS/REPLIES AND DATE SENT/RECEIVED

| DEPARTMENT | Referral date sent | Response Received | Date reply received |
|-----------------|--------------------|--|---------------------|
| Choose an item. | | <input type="checkbox"/> Yes <input type="checkbox"/> No | |
| Choose an item. | | <input type="checkbox"/> Yes <input type="checkbox"/> No | |
| Choose an item. | | <input type="checkbox"/> Yes <input type="checkbox"/> No | |
| Choose an item. | | <input type="checkbox"/> Yes <input type="checkbox"/> No | |
| Choose an item. | | <input type="checkbox"/> Yes <input type="checkbox"/> No | |
| Choose an item. | | <input type="checkbox"/> Yes <input type="checkbox"/> No | |
| Choose an item. | | <input type="checkbox"/> Yes <input type="checkbox"/> No | |
| Choose an item. | | <input type="checkbox"/> Yes <input type="checkbox"/> No | |
| Choose an item. | | <input type="checkbox"/> Yes <input type="checkbox"/> No | |

SECTION IV PUBLIC HEARING INFORMATION

| Public Hearing Required | Details | Date |
|--|------------------------------|------|
| <input type="checkbox"/> Yes <input type="checkbox"/> No | Public Hearing Ordered on: | |
| | CT Post Publication Date(s): | |
| | Public Hearing Held on: | |

SECTION V AMENDMENTS/EXHIBITS

| | | |
|-----------------|--|-------|
| Choose an item. | <input type="checkbox"/> Yes <input type="checkbox"/> No | Date: |
|-----------------|--|-------|

SECTION VI COMMITTEE ACTION/APPROVAL INFORMATION

| | | |
|-----------------|--|-------|
| Choose an item. | <input type="checkbox"/> Yes <input type="checkbox"/> No | Date: |
| Choose an item. | <input type="checkbox"/> Yes <input type="checkbox"/> No | Date: |
| Choose an item. | <input type="checkbox"/> Yes <input type="checkbox"/> No | Date: |

SECTION VII WITHDRAWN/SINE DIE INFORMATION

| | | |
|-----------------|--|-------|
| Choose an item. | <input type="checkbox"/> Yes <input type="checkbox"/> No | Date: |
|-----------------|--|-------|

SECTION VIII DATE OF APPROVAL/DENIAL FROM CITY COUNCIL

City Council Approval Date:

SECTION IX COMMENTS (if any)

Item# *04-16 Consent Calendar

Grant Submission: re State of Connecticut Department of Mental Health and Addiction Services (DMHAS) Bond Fund for Capital Improvements and Down Payment Assistance.



Report
of
Committee
on

CEQ and Environment

City Council Meeting Date: February 6, 2017

Attest: Lydia N. Martinez
Lydia N. Martinez, City Clerk

Approved by: Joseph P. Ganim
Joseph P. Ganim, Mayor
Date Signed: 2/13/17

RECEIVED
CITY CLERK'S OFFICE
2017 FEB 15 A 11: 35
ATTEST
CITY CLERK



City of Bridgeport, Connecticut

Office of the City Clerk

To the City Council of the City of Bridgeport.

The Committee on Economic and Community Development and Environment begs leave to report; and recommends for adoption the following resolution:

Item No. *04-16 Consent Calendar

**A Resolution by the Bridgeport City Council
Regarding the
State of Connecticut Department of Mental Health and Addiction
Services
Bond Fund for Capital Improvements and Down payment Assistance**

WHEREAS, the **State of Connecticut Department of Mental Health and Addiction Services (DMHAS)** is authorized to extend financial assistance to municipalities in the form of grants; and

WHEREAS, this funding has been made possible through the **Bond Fund for Capital Improvements and Down payment Assistance**; and

WHEREAS, funds under this grant will be used to support renovations to the McGivney Community Center; and

WHEREAS, it is desirable and in the public interest that the City of Bridgeport **Office of Planning and Economic Development** submits an application to the **DMHAS** to support renovations to the McGivney Community Center; Now, therefore be it hereby

RESOLVED BY THE CITY COUNCIL:

1. That it is cognizant of the City's grant application to and contract with **DMHAS** for the purpose of its **Bond Fund for Capital Improvements and Down payment Assistance**.
2. That it hereby authorizes, directs and empowers the Mayor or his designee, the **Director of Central Grants**, to execute and file such application with the **DMHAS** and to provide such additional information and to execute such other contracts, amendments, and documents as may be necessary to administer this program.

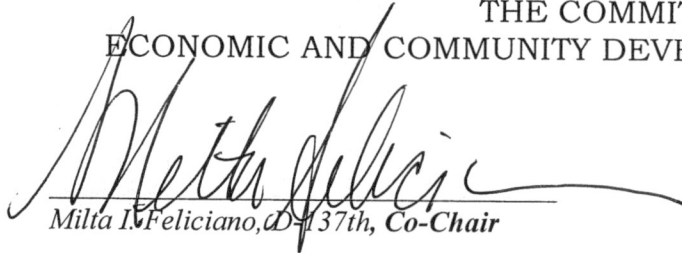


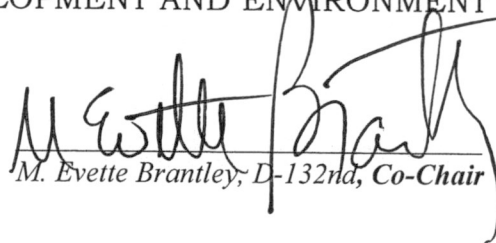
City of Bridgeport, Connecticut Office of the City Clerk

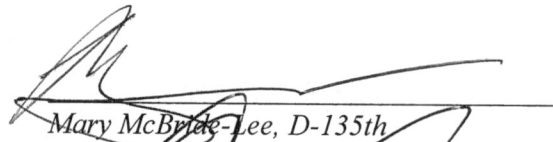
Report of Committee on **ECD and Environment**
Item No. *04-16 Consent Calendar

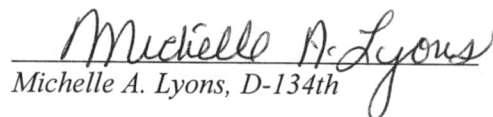
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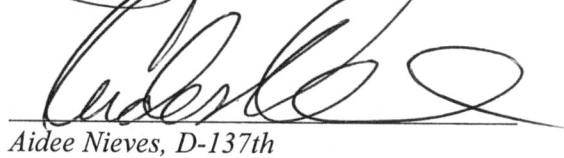
RESPECTFULLY SUBMITTED,
THE COMMITTEE ON
ECONOMIC AND COMMUNITY DEVELOPMENT AND ENVIRONMENT


Milta I. Feliciano, D-137th, Co-Chair


M. Evette Brantley, D-132nd, Co-Chair


Mary McBride-Lee, D-135th


Michelle A. Lyons, D-134th


Aidee Nieves, D-137th


Eneida L. Martinez, D-139th

Jeanette Herron, D-133rd

City Council Date: February 6, 2017

Item# *05-16 Consent Calendar

Resolution Authorizing the conclusion of an Environmental Remediation at Newfield Park with the filing of an Environmental Land Use Restriction.



Report
of
Committee
on

CEQA and Environment

City Council Meeting Date: February 6, 2017

Attest: *Lydia N. Martinez*
Lydia N. Martinez, City Clerk

Approved by: *Joseph P. Ganin*
Joseph P. Ganin, Mayor
Date Signed: *2/13/17*

RECEIVED
CITY CLERK'S OFFICE
2017 FEB 15 A 11:35
ATTEST
CITY CLERK



City of Bridgeport, Connecticut

Office of the City Clerk

To the City Council of the City of Bridgeport.

The Committee on Economic and Community Development and Environment begs leave to report; and recommends for adoption the following resolution:

Item No. *05-16 Consent Calendar

RESOLUTION

WHEREAS, Specifications Plating, Inc., a corporation organized and existing under the laws of the State of Connecticut, having a principal place of business at 5 Boysenberry Lane, Shelton, Connecticut 06484 ("SPI") has in the past conducted business at the parcels adjacent to Newfield Park known as 740 and 800 Seaview Avenue; and

WHEREAS, SPI caused environmental contamination on its parcels, some of which spilled over onto Newfield Park; and

WHEREAS, SPI entered into a Consent Order with the Environmental Protection Agency ("EPA") to clean up the contamination at SPI's cost and expense, both on its parcels and on Newfield Park; and

WHEREAS, on November 13, 2007, the Board of Park Commissioners authorized the testing of, and clean up of Newfield Park; and

WHEREAS, the SPI's contractors have completed the soil testing and presented a cleanup plan to the EPA, which plan was approved by the EPA; and

WHEREAS, SPI, through its agent ALTA Environmental, has completed the remediation of the very small .07 acres it affected at Newfield Park ("Affected Area") in accordance with the EPA approved plan (Newfield Park in total is over 8 acres); and

WHEREAS, the final step of this remediation, under the Resource Conservation and Recovery Act ("RCRA"), is the filing of an Environmental Land Use Restriction ("ELUR") on the Land Records that restricts some subsurface invasive activities on that small and now remediated Affected Area of Newfield Park; and

WHEREAS, the Department of Parks and Recreation is grateful for the stewardship of the contaminator by responsibly attending to the ultimate remediation of its park at no cost to the City; Now, therefore be it hereby



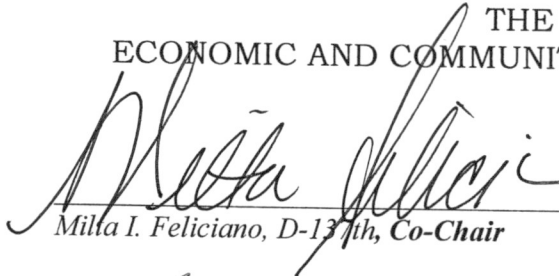
City of Bridgeport, Connecticut Office of the City Clerk

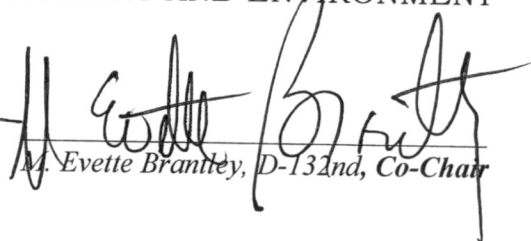
Report of Committee on **ECD and Environment**
Item No. *05-16 Consent Calendar

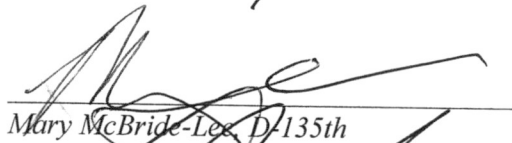
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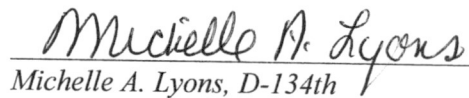
RESOLVED, by the City Council of the City of Bridgeport, that the Mayor or the Director of the Department of Parks and Recreation, with the advice and consent of the Office of the City Attorney, execute and file on the Land Records the ELUR and to execute such other documents as may be necessary to complete the remediation requirements as regards the Affected Area of Newfield Park.

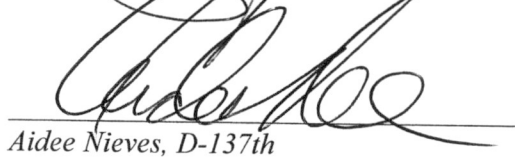
RESPECTFULLY SUBMITTED,
THE COMMITTEE ON
ECONOMIC AND COMMUNITY DEVELOPMENT AND ENVIRONMENT


Milta I. Feliciano, D-137th, Co-Chair


Evette Brantley, D-132nd, Co-Chair


Mary McBride-Lee, D-135th


Michelle A. Lyons, D-134th


Aidee Nieves, D-137th


Eneida L. Martinez, D-139th

Jeanette Herron, D-133rd

City Council Date: February 6, 2017

Item# *15-16 Consent Calendar

Grant Submission: Innovation Places Implementation
Grant Application to CT Next.



**Report
of
Committee
on**

CEED and Environment

City Council Meeting Date: February 6, 2017

Attest: *Lydia N. Martinez*
Lydia N. Martinez, City Clerk

Approved by: *[Signature]*
Joseph P. Ganim, Mayor

Date Signed: 2/13/17

RECEIVED
CITY CLERK'S OFFICE
2017 FEB 15 A 11: 35
ATTEST
CITY CLERK



City of Bridgeport, Connecticut

Office of the City Clerk

To the City Council of the City of Bridgeport.

The Committee on Economic and Community Development and Environment begs leave to report; and recommends for adoption the following resolution:

Item No. *15-16 Consent Calendar

**A Resolution by the Bridgeport City Council
Regarding an
Innovation Places Implementation Grant Application to CTNext**

WHEREAS, CT Public Act 16-3 created the Innovation Places Program, intended to integrate entrepreneurship support and relationship-building with physical planning and development; and

WHEREAS, the Bridgeport Innovation Places Team, a broad coalition of local partners supportive of local business innovation, applied for an Innovation Places Planning Grant from CTNext; and

WHEREAS, the vision stated in the Innovation Places Planning Grant Application was an Implementation Plan “Capitalizing on Bridgeport’s strategic transit-oriented location, diversity and a legacy of innovation and manufacturing, our shared vision will foster, attract and retain entrepreneurs, small businesses and emerging industries by leveraging a dynamic live-work environment that builds on Bridgeport’s most significant assets: diverse culture, walkable neighborhoods, accessible waterfront, transit, affordable housing, research institutions and most importantly – a talented, dedicated and driven workforce devoted to Bridgeport.”; and

WHEREAS, CTNext awarded a \$50,000 Planning Grant to the Bridgeport Regional Business Foundation, for the benefit of the Bridgeport Innovation Places Team’s efforts to develop a Bridgeport Innovation Places Implementation Plan; and

WHEREAS, the process of creating an Implementation Plan involves outreach to, and input from, a broad, diverse group of residents, business owners, elected officials, neighborhood leaders, and other stakeholders, intended to identify the assets, resources, events, and trends that can be optimally aligned to make Bridgeport a unique “Innovation Place”; and

NOW THEREFORE, BE IT RESOLVED, that the Bridgeport City Council supports the Bridgeport Innovation Places Team’s Innovation Places Implementation Grant Application to CTNext.



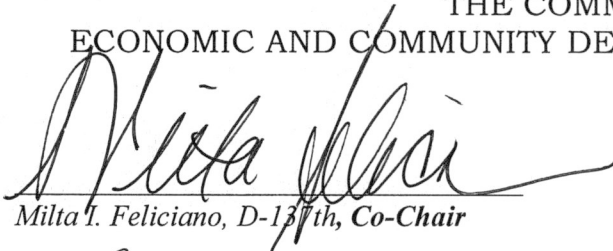
City of Bridgeport, Connecticut

Office of the City Clerk

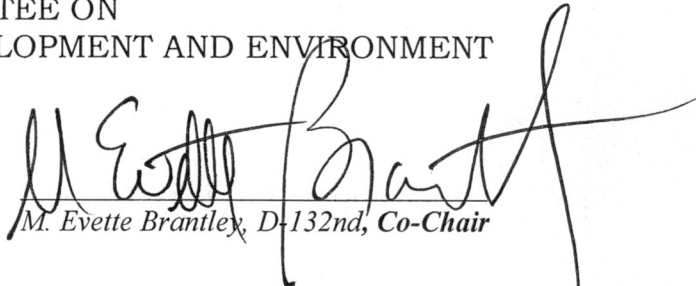
Report of Committee on **ECD and Environment**
Item No. *15-16 Consent Calendar

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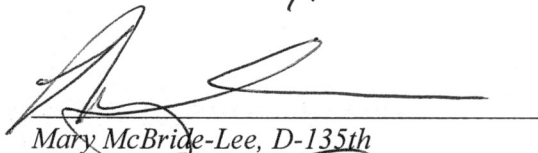
RESPECTFULLY SUBMITTED,
THE COMMITTEE ON
ECONOMIC AND COMMUNITY DEVELOPMENT AND ENVIRONMENT



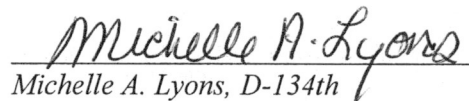
Milta T. Feliciano, D-137th, Co-Chair



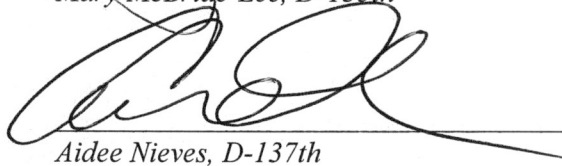
M. Evette Brantley, D-132nd, Co-Chair



Mary McBride-Lee, D-135th



Michelle A. Lyons, D-134th



Aidee Nieves, D-137th



Eneida L. Martinez, D-139th

Jeanette Herron, D-133rd

City Council Date: February 6, 2017

Item# *16-16 (Ref. #36-15) Consent Calendar

Proposed Resolution authorizing the City to receive additional funding regarding the Brownfields Grant Funding in support of the Anaerobic Digester Project.



**Report
of
Committee
on**

CEQA and Environment

City Council Meeting Date: February 6, 2017

Attest:

Lydia N. Martinez

Lydia N. Martinez, City Clerk

Approved by:

Joseph P. Ganim

Joseph P. Ganim, Mayor

Date Signed:

2/13/17

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CITY CLERK'S OFFICE

2017 FEB 15 A 11:35

ATTEST
CITY CLERK



City of Bridgeport, Connecticut

Office of the City Clerk

To the City Council of the City of Bridgeport.

The Committee on Economic and Community Development and Environment begs leave to report; and recommends for adoption the following resolution:

Item No. *16-16 (Ref. #36-15) Consent Calendar

A Resolution by the Bridgeport City Council Authorizing the City to Receive Brownfields Grant Funding in Support of The Anaerobic Digester Project

WHEREAS at its meeting of February 29, 2016, the Bridgeport City Council adopted **Resolution Item #36-15** authorizing the City to apply to the State of Connecticut Department of Economic and Community Development (DECD) for up to \$1,984,050 in Brownfields Grant Funding (the "Grant") to perform environmental remediation work at the WPCA plant on Bostwick Avenue in support of the Anaerobic Digester Project; and

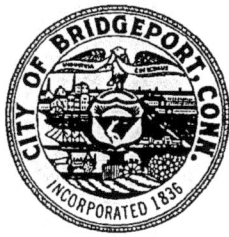
WHEREAS, pursuant to the City's application for such funding, the State DECD ultimately awarded the City a \$2,000,000 Grant, which is \$15,050 more than the amount authorized by Resolution Item #36-15; and

WHEREAS, there is no local match requirement associated with this Grant; and

WHEREAS, the City wishes to receive the full \$2,000,000 Grant; and

NOW, THEREFORE BE IT RESOLVED:

1. That the City is authorized to receive the full \$2,000,000 Grant awarded to it by the State DECD.
2. That the Mayor or the Director of the City's Office of Planning and Economic Development (OPED) is authorized to execute any and all contracts associated with the City's receipt and use of the Grant, and, provided that there continues to be no local match requirement, is likewise authorized to execute any subsequent amendments to such contracts, including contracts that would increase the Grant funding, and to execute any related documents as may be necessary to administer this Grant funding and the Anaerobic Digester Project that it supports.

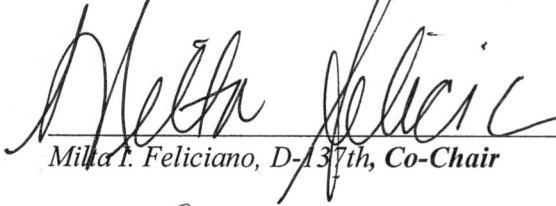


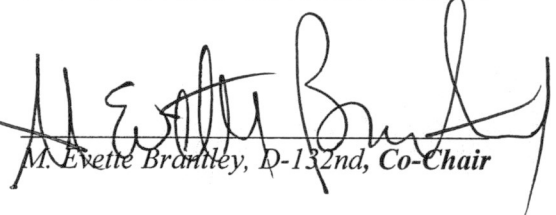
City of Bridgeport, Connecticut Office of the City Clerk

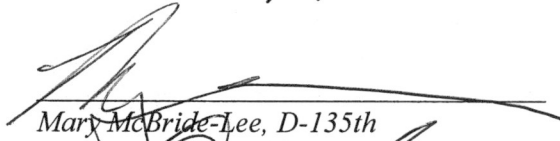
Report of Committee on **ECD and Environment**
Item No. *16-16 (Ref. #36-15) Consent Calendar

-2-

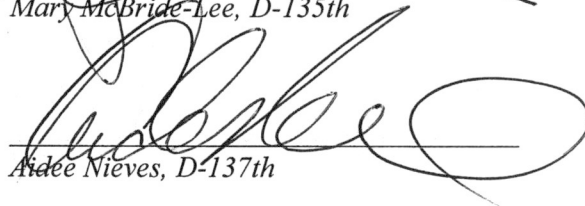
RESPECTFULLY SUBMITTED,
THE COMMITTEE ON
ECONOMIC AND COMMUNITY DEVELOPMENT AND ENVIRONMENT


Milca F. Feliciano, D-137th, Co-Chair


M. Evette Brantley, D-132nd, Co-Chair


Mary McBride-Lee, D-135th


Michelle A. Lyons, D-134th


Aida Nieves, D-137th


Eneida L. Martinez, D-139th

Jeanette Herron, D-133rd

City Council Date: February 6, 2017

Item# *22-16 Consent Calendar

Grant Submission: re State of Connecticut
Department of Public Health for the Opioid Initiative
Grant. (#17295)



**Report
of
Committee
on**

ECED and Environment

City Council Meeting Date: February 6, 2017

Attest: *Lydia N. Martinez*
Lydia N. Martinez, City Clerk

Approved by: *Joseph P. Ganim*
Joseph P. Ganim, Mayor

Date Signed: 2/13/17

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ATTEST
CITY CLERK



City of Bridgeport, Connecticut

Office of the City Clerk

To the City Council of the City of Bridgeport.

The Committee on Economic and Community Development and Environment begs leave to report; and recommends for adoption the following resolution:

Item No. *22-16 Consent Calendar

A Resolution by the Bridgeport City Council Regarding the State of Connecticut Department of Public Health Opioid Initiative

WHEREAS, the **Department of Public Health** is authorized to extend financial assistance to municipalities in the form of grants; and

WHEREAS, this funding has been made possible through the **Opioid Initiative**; and

WHEREAS, funds under this grant will be used to support the implementation of a community health system intervention around the opioid epidemic; and

WHEREAS, it is desirable and in the public interest that the City of Bridgeport **Health Department** submits an application to the **Department of Public Health Opioid Initiative** to support the opioid epidemic intervention; and

NOW, THEREFORE BE IT HEREBY RESOLVED BY THE CITY COUNCIL:

1. That it is cognizant of the City's grant application to and contract with **the Department of Public Health** for the purpose of its **Opioid Initiative**.
2. That it hereby authorizes, directs and empowers the Mayor or his designee, the **Director of Central Grants**, to execute and file such application with the **Department of Public Health** and to provide such additional information and to execute such other contracts, amendments, and documents as may be necessary to administer this program.



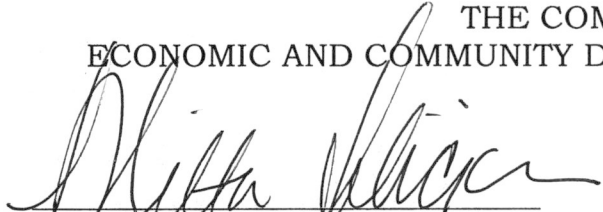
City of Bridgeport, Connecticut

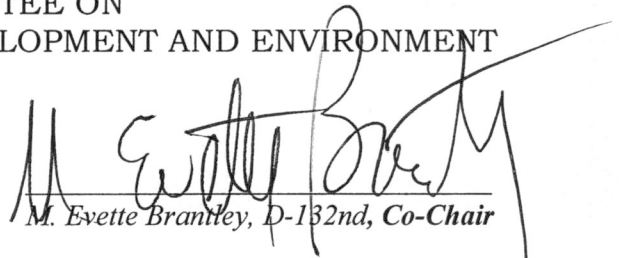
Office of the City Clerk


Report of Committee on **ECD and Environment**
Item No. *22-16 Consent Calendar

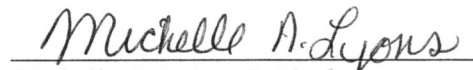
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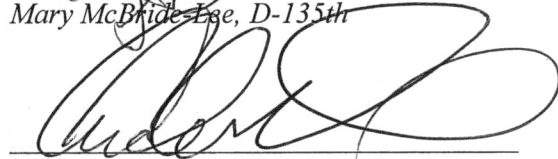
RESPECTFULLY SUBMITTED,
THE COMMITTEE ON
ECONOMIC AND COMMUNITY DEVELOPMENT AND ENVIRONMENT


Milta I. Feliciano, D-137th, Co-Chair


M. Evette Brantley, D-132nd, Co-Chair


Mary McBride-Lee, D-135th


Michelle A. Lyons, D-134th


Aidee Nieves, D-137th


Eneida L. Martinez, D-139th

Jeanette Herron, D-133rd

City Council Date: February 6, 2017

Item# *19-16 Consent Calendar

Settlement of Pending Litigation with Antonio Lostaunau.



Report
of
Committee
on

Miscellaneous Matters

City Council Meeting Date: February 6, 2017

Attest: *Lydia N. Martinez*
Lydia N. Martinez, City Clerk

Approved by: *Joseph P. Ganim*
Joseph P. Ganim, Mayor

Date Signed: 2/13/17

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City of Bridgeport, Connecticut

Office of the City Clerk

To the City Council of the City of Bridgeport:

The Committee on Miscellaneous Matters begs leave to report; and recommends for adoption the following resolution:

Item No. *19-16 Consent Calendar

WHEREAS, a lawsuit in the following name was filed against the City of Bridgeport and/or its employees and investigation disclosed the likelihood on the part of the City for which, in the event of suit and trial, the City might be held liable, and

WHEREAS, negotiations with the Plaintiff's attorney has made it possible to settle this suit for the figure set forth below, and the City Attorney, therefore, recommends the following settlement be accepted, Now, Therefore be it

RESOLVED, That the Comptroller be, and hereby is authorized, empowered and directed to draw his order on the City Treasurer payable as follows:

| <u>NAME</u> | <u>ATTORNEY</u> | <u>NATURE of CLAIM</u> | <u>SETTLEMENT</u> |
|----------------------|---|------------------------|-------------------|
| Antonio Lostaunau | Robert Berke, Esquire 640 Clinton Avenue Bridgeport, CT 06604 | Police Misconduct | \$45,000.00 |

BE IT FURTHER RESOLVED, that the amount set forth as above are paid to the Plaintiff's attorney in full payment, settlement, release and discharge of all rights and cause of action described in the suit instituted by the above mentioned Plaintiff against the City and known as docket numbers in the courts set forth; provided, however, that the City's draft shall not be delivered to the Plaintiff's attorneys until the City Attorney has been furnished with a full release and discharge in writing in each case, approved by the City Attorney or Deputy City Attorney.



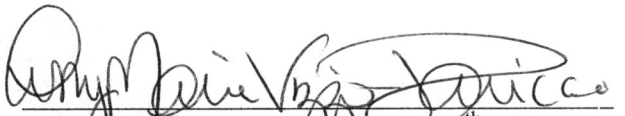
City of Bridgeport, Connecticut


Office of the City Clerk


Report of Committee on Miscellaneous Matters
Item No. *19-16 Consent Calendar


-2-


RESPECTFULLY SUBMITTED,
THE COMMITTEE ON
MISCELLANEOUS MATTERS



Amy Marie Vizzo-Paniccia, D-134th, *Co-Chair*

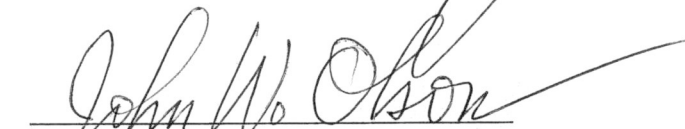

Richard D. Salter, Sr., D-135th, *Co-chair*


Denese Taylor-Moye, D-131st


Anthony R. Paoletto, D-138th


Milta I. Feliciano, D-137th


Nessah J. Smith, D-138th


John W. Olson, D-132nd

City Council Date: February 6, 2017

Item# *20-16 Consent Calendar

Settlement of Pending Litigation with Gary Rose.



**Report
of
Committee
on**

Miscellaneous Matters

City Council Meeting Date: February 6, 2017

Attest: Lydia N. Martinez
Lydia N. Martinez, City Clerk

Approved by: Joseph P. Ganim
Joseph P. Ganim, Mayor

Date Signed: 2/15/17

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City of Bridgeport, Connecticut

Office of the City Clerk

To the City Council of the City of Bridgeport:

The Committee on Miscellaneous Matters begs leave to report; and recommends for adoption the following resolution:

Item No. *20-16 Consent Calendar

WHEREAS, a lawsuit in the following name was filed against the City of Bridgeport and/or its employees and investigation disclosed the likelihood on the part of the City for which, in the event of suit and trial, the City might be held liable, and

WHEREAS, negotiations with the Plaintiff's attorney has made it possible to settle this suit for the figure set forth below, and the City Attorney, therefore, recommends the following settlement be accepted, Now, Therefore be it

RESOLVED, That the Comptroller be, and hereby is authorized, empowered and directed to draw his order on the City Treasurer payable as follows:

| <u>NAME</u> | <u>ATTORNEY</u> | <u>NATURE of CLAIM</u> | <u>SETTLEMENT</u> |
|-------------|--|------------------------|-------------------|
| Gary Rose | Johnpatrick C. Obrien, Esq. Cohen and Wolf 1115 Broad Street Bridgeport, CT 06604 | Personal Injury | \$145,000.00 |

BE IT FURTHER RESOLVED, that the amount set forth as above are paid to the Plaintiff's attorney in full payment, settlement, release and discharge of all rights and cause of action described in the suit instituted by the above mentioned Plaintiff against the City and known as docket numbers in the courts set forth; provided, however, that the City's draft shall not be delivered to the Plaintiff's attorneys until the City Attorney has been furnished with a full release and discharge in writing in each case, approved by the City Attorney or Deputy City Attorney.



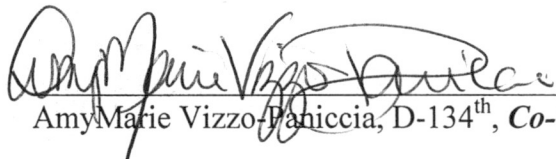
City of Bridgeport, Connecticut

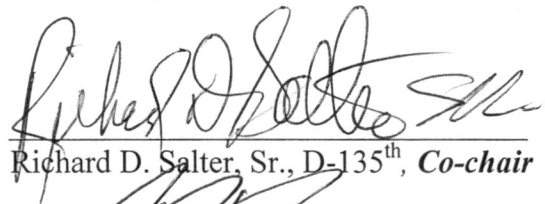
Office of the City Clerk

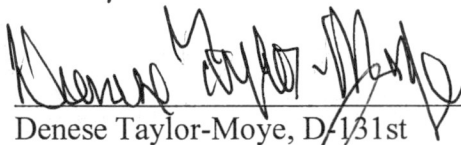
Report of Committee on Miscellaneous Matters
Item No. *20-16 Consent Calendar

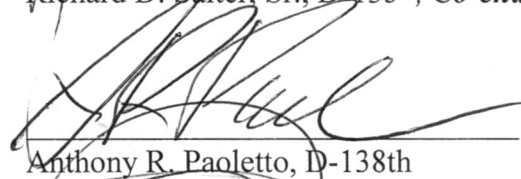
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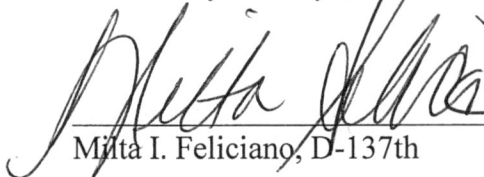
RESPECTFULLY SUBMITTED,
THE COMMITTEE ON
MISCELLANEOUS MATTERS

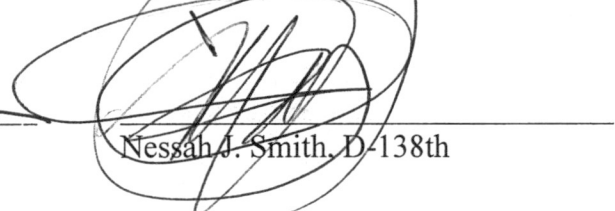

Amy Marie Vizzo-Paniccia, D-134th, *Co-Chair*

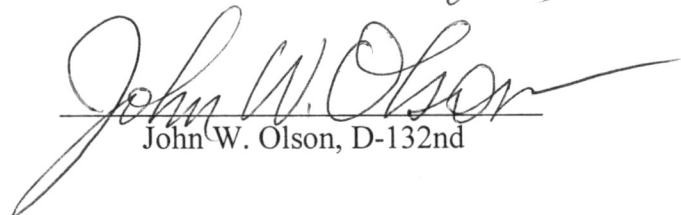

Richard D. Salter, Sr., D-135th, *Co-chair*


Denese Taylor-Moye, D-131st


Anthony R. Paoletto, D-138th


Milta I. Feliciano, D-137th


Nessah J. Smith, D-138th


John W. Olson, D-132nd

City Council Date: February 6, 2017



OFFICE OF THE CITY CLERK RESOLUTION FORM

SECTION I CITY COUNCIL SUBMISSION INFORMATION

| | | | | |
|--------------------------------|---|-------------|---------------|--------------------|
| Log ID/Item Number: | 36-16 | | | |
| Submitted by Councilmember(s): | Jose R. Casco | | | |
| Co-Sponsors(s): | Kathryn M. Bukovsky | Scott Burns | Jack O. Banta | M. Evette Brantley |
| District: | 136TH | | | |
| Subject: | Justice and Equity Resolution to Approve the City of Bridgeport as a Sanctuary City | | | |
| Referred to: | Public Safety and Transportation Committee | | | |
| City Council Date: | February 6, 2017 (OFF THE FLOOR) | | | |

SECTION II RESOLUTION (PLEASE TYPE BELOW)

Council Co-Sponsors continued from above: John Olson, 132nd District; Jeanette Herron, 133rd District; Thomas McCarthy, 133rd District; Milta Feliciano, 137th District; and Aidee Nieves, 137th District.

- Three Page Resolution as Submitted by Councilmember Jose Casco is Attached Hereto -

**Justice and Equity Resolution
City of Bridgeport**

WHEREAS, the city of Bridgeport values its ethnic, racial, linguistic, and socio-economic diversity. Our diversity is a source of our municipality's strength, and the Bridgeport City Council is committed to ensuring that all our residents can live and pursue their livelihoods in peace and prosperity; and

WHEREAS, Bridgeport residents, like many Americans, are deeply concerned about how the new presidential administration will impact their lives and families, whether they will be forced to leave this country, and whether rights and protections afforded to them will suddenly be taken away; and

WHEREAS, Bridgeport's racially-diverse residents have at times throughout the city's history endured discriminatory and over-punitive policing, which has helped to fuel mass incarceration and mass deportation.

WHEREAS, local enforcement of immigration law makes everyone less safe. When local law enforcement works on behalf of Immigration and Customs Enforcement (ICE) to facilitate deportations, significant gaps in trust and cooperation grow between immigrant communities and the police. Some of these practices could expose the city to liability for violations of individuals' Constitutional rights; and

WHEREAS, cooptation of local law enforcement by ICE will make immigrants less likely to report crimes, act as witnesses in criminal investigations and prosecutions, and provide intelligence to law enforcement. The cooperation of the City's immigrant communities is essential to prevent and solve crimes and maintain public order, safety and security in the entire City. Community policing depends on trust with every community and facilitating deportations will harm our efforts at community policing; and

WHEREAS, there is considerable federal case law suggesting that municipalities violate the Fourth Amendment of the US Constitution when they detain an individual solely on the strength of a request from federal immigration authorities, without a judicial warrant supported by a finding of probable cause.

WHEREAS, a growing number of municipalities around the country are standing up to threats against privacy and civil liberties by taking meaningful steps to ensure that communities are safe, and that all residents' rights are respected so that their municipality may continue to thrive; and

WHEREAS, due to the City's limited resources; the clear need to foster the trust of and cooperation from the public, including members of vulnerable communities; and to effectuate the City's goals, the City Council urges the Mayor and administration of the City to clarify its role in protecting all city residents' privacy and rights.

NOW, THEREFORE, BE IT RESOLVED THAT, the Bridgeport City Council supports the establishment and communication of a clear policy that local police and government agents will not enforce federal immigration law nor help facilitate ICE deportations, except where legally required to do so. This includes:

- o developing a clear policy that the City and its law enforcement agents and employees will not: enter into any contracts, agreements or arrangements, including "287(g) agreements" or Intergovernmental Service Agreements with the federal government that deputize local law enforcement officers to act as immigration agents or use local facilities to house immigrants in deportation proceedings;
- o participate in joint operations with ICE, including, but not limited to setting up traffic stops for purposes of immigration enforcement or assisting in raids;

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ATTN: CITY CLERK

- stop, arrest or detain people based on perceived or actual immigration status or belief the person has committed an immigration offense;
- arrest, detain or transfer individuals based on warrantless immigration detainers or administrative warrants;
- notify ICE of the release date of individuals in local custody;
- or allow ICE access to City facilities, property, equipment or databases without a judicial warrant.

NOW, THEREFORE, BE IT FURTHER RESOLVED THAT, the Bridgeport City Council is committed to working with the mayor and administration on strong anti-discrimination policies to protect vulnerable communities -- ensuring that all are treated fairly and without discrimination or profiling based on actual or perceived national origin, immigration status, race, ethnicity, language proficiency, religion, sexual orientation, gender identity, disability, housing status, financial status, marital status, status as a victim of domestic violence, criminal history, or status as a veteran is a priority for our community. The Council intends to work with the mayor and the administration to develop policies:

- prohibiting biased policing and establish mechanisms for monitoring compliance with this policy, including a grievance procedure for community members and regular public reporting;
- prohibiting City agents and employees from conditioning services on immigration status, except where required under applicable federal or state law;
- prohibiting City agents and employees from coercing individuals or threatening to report them or their family members to ICE or take other immigration-related action against them or their family members; and
- establishing that where presentation of a state driver's license is accepted as adequate evidence of identity, presentation of a photo identity document issued by the person's nation of origin, such as a driver's license, passport, or consulate-issued document, shall be accepted and shall not subject the person to a higher level of scrutiny or different treatment. City employees should not inquire into individuals' immigration status except where required by state or federal law.

NOW, THEREFORE, BE IT FURTHER RESOLVED THAT, the Bridgeport City Council is committed to working with the mayor and administration on strong privacy protections limiting the extent to which city agents and employees are permitted to maintain and share confidential personal information, including but not limited to personal contact information, information about national origin, race, ethnicity, language proficiency, religion, sexual orientation, gender identity, disability, housing status, financial status, marital status, status as a victim of domestic violence, criminal history, release date from incarceration or confinement in a jail, or status as a veteran; except where otherwise required by state or federal law or regulation or directive or court order.

NOW, THEREFORE, BE IT FURTHER RESOLVED THAT, the Bridgeport City Council urges the immediate implementation of the Municipal ID program, which was approved by the City Council, available to all City residents and recognized by all city agencies and departments, with strong privacy and data security protections. Municipal IDs provide government-issued photo ID to all residents, without regard to immigration status or criminal record. Municipal IDs help the most vulnerable communities, including individuals returning from incarceration, immigrants, transgender individuals, the homeless and the disabled and elderly -- populations that face barriers to city services because they often cannot access government-issued ID.

NOW, THEREFORE, BE IT FURTHER RESOLVED THAT, the Bridgeport City Council recognizes the vulnerability of day laborers and the right of day laborers to solicit work on city sidewalks

free of harassment. The City Council commits to working with the mayor and administration to establish policies to protect day laborers from discrimination, harassment and exploitation.

NOW, THEREFORE, BE IT FURTHER RESOLVED THAT, the Bridgeport City Council encourages the adoption of clear and transparent protocols for the certification of U-Visas for undocumented immigrant community members who have been victims of a serious crime and have cooperated in the investigation of the crime.

NOW, THEREFORE, BE IT FURTHER RESOLVED THAT, the Bridgeport City Council encourages the municipality to report on its public facing website the number of times the municipality was asked to participate in any civil immigration enforcement operations, did participate, the number of detainer requests lodged and the number of U visa requests made, among other data.

NOW, THEREFORE, BE IT FURTHER RESOLVED THAT, the Bridgeport City Council is committed to publicly and vigorously opposing any government registry based on religion or national origin.

NOW, THEREFORE, BE IT FURTHER RESOLVED THAT, the Bridgeport City Council urges the city to commit to locate funding, whether municipal charitable, private, or from outside agencies, to support vital resources for immigrant communities, including establishing a fund to provide legal representation for indigent residents in deportation proceedings and to support citizenship services and English classes. City agencies that provide direct services must ensure meaningful access to such services by taking reasonable steps to develop and implement agency-specific language assistance plans regarding Limited English Proficient residents. All of the above resources shall not be made available to undocumented individuals who commit violent crimes and other felonies.

NOW, THEREFORE, BE IT FURTHER RESOLVED THAT, the Bridgeport City Council is committed to maintaining community stakeholder engagement around implementation of policies that preserve and protect our diverse and inclusive community, and will serve as a resource for immigrant community members with questions, comments, or concerns about safety or local government's role in defending vulnerable communities.

NOW, THEREFORE, BE IT FURTHER RESOLVED THAT, the Bridgeport City Council approved the City of Bridgeport as **SANCTUARY CITY**.

Co-sponsors:

1. Kathryn Bukovsky
2. Scott Burns
3. Jack Banta
4. MaryEvet Bratley
5. John Olson
6. Jeanette Herron
7. Tom McCarthy
8. Milta Feliciano
9. Aidee Nieves