

6-30-71

Bridgeport 11

1969-71

AGREEMENT

between

THE BOARD OF EDUCATION,
BRIDGEPORT COMMUNITY SCHOOLS

and

THE BRIDGEPORT EDUCATION ASSOCIATION

1969-1970
1970-1971

LABOR AND INDUSTRIAL
RELATIONS LIBRARY
Michigan State University
DEC 9 1974

Bridgeport Community School.

RECEIVED (2)

NOV 7 1969

OFFICE OF
PROFESSIONAL NEGOTIATIONS

BRIDGEPORT COMMUNITY SCHOOLS

BRIDGEPORT, MICHIGAN

8/27/69-4/30/71

*MEA
1216 Wendale
East Lansing, Mich.
48823*

PREAMBLE

THIS AGREEMENT ENTERED INTO this twenty seventh day of August, 1969, by and between the Board of Education, Bridgeport Community Schools, Bridgeport, Michigan, hereinafter called the "Board" and the Bridgeport Education Association, hereinafter called the "Association".

WHEREAS, the Board and the Association believe in the importance of schools as an agency for the preservation and extension of our democracy; and

WHEREAS, the parties to this agreement have a common goal of providing the best possible education for all children consistent with community resources and all other resources; and

WHEREAS, the Board of Education is elected by the taxpayers for the purpose of establishing education policies that reflect the desire and needs of the community; and

WHEREAS, the parties agree that the Administration should retain the right to administer all school programs in accordance with the policies of the Board of Education and the terms of this ensuing agreement, and

WHEREAS, it is a mutual responsibility of all personnel in the Bridgeport Community School System to insure that the classroom teacher is fully supported in all reasonable measures taken by him to maintain good order and discipline in his classroom, and

WHEREAS, the parties acknowledge that the primary duty and responsibility of the teacher is to teach and that the organization of the school and the school day should be directed to insure that the energy of the teachers is primarily utilized to this end, and

WHEREAS, the success of the Bridgeport Community School System education program is dependent upon the knowledge, skill and creativity of teachers and administrators, and

WHEREAS, to obtain this goal it is imperative that there be understanding and cooperation between the teachers in the classroom, the administration and the Board which is responsible for the operation of the school system, and

WHEREAS, the parties of this agreement believe that the best interest of public education will be served by establishing procedures to bargain with teacher representatives in matters of common concern and to provide orderly channels for appeals should any differences not be resolved, and

WHEREAS, the Association has been duly selected by a majority of teachers as exclusive representatives of teachers for purposes of dealing with the Board on matters of teacher concern, and

WHEREAS, the laws of the State of Michigan authorize collective bargaining for public employees and authorize public employers to enter into collective bargaining agreements with the representatives of their employees, and

WHEREAS, the parties desire to incorporate such an agreement and certain other matters into a written document and believe that such action is in the best interest of the community, children, school system and teachers.

THEREFORE, the parties agree as follows:

ARTICLE 1

RECOGNITION

1.1 The Board hereby recognizes the Association as the exclusive bargaining representative to the extent required by Act 379 of the Public Acts of 1965 for the following employees: All Certificated Classroom Teachers, Permanent Substitute Teachers, Guidance Counselors, Adult Diploma Teachers, School Librarian, but excluding Superintendent, Principals, Assistant Principal, Team Leaders in the following departments: --English, Social Studies, Industrial Arts, Mathematics, Business Education, Science, and Director of Athletics, Administrative Intern, Director of Music, Research Directors, Dean of Students, Director of Curriculum, Director of Elementary Education, Nurses, and Supervisory and Executive Personnel, for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment, or other conditions of employment. The term "teacher" when used hereinafter in this Agreement, shall refer to all employees recognized in this paragraph and such reference shall mean both male and female teachers.

ARTICLE 2

DUES CHECK OFF

2.1 The Bridgeport Board of Education agrees that as early as practicable after the date of the Agreement, payroll deduction for the payment of Bridgeport Education Association and Michigan Education Association and/or National Education Association dues shall be made from the pay of the employees who voluntarily request such dues deduction, who are members in good standing of the Association and who are employed in occupations listed under the Recognition Clause of this Agreement.

2.2 The Association shall present the Board with a certified check-off list along with proper authorization for check-off and shall be fully responsible for the validity and correctness of the list and agrees to reimburse the Board for any deduction made and paid over to the Association which may later be held to have not been authorized by the individual involved or which may constitute illegal deductions.

2.2.1 (Effective September 1970) The Board will cause to be paid to the Association a representation fee equivalent to the dues of the United Profession, including local, state, and national Associations, which will be deducted from the pay of members of the bargaining unit who choose not to join the Association. The refusal of any member of the bargaining unit to contribute fairly to the costs of negotiating and administering this and other agreements is recognized as just and reasonable cause for termination of employment.

2.2.2 Failure to contribute fairly to the costs of negotiating and administering this Agreement will result in termination of employment at the end of the first semester of employment.

2.3 The Association shall indemnify the Board and hold it harmless against any loss or claims for damages resulting from the payment to the Association of any sums deducted under this article, and, in the event any actions or claims are commenced against the Board

to recover from it any sums deducted under this Article, the Association shall intervene and defend any such action or claim.

2.4 When an employee does not have sufficient money due him, after deductions have been made for Social Security, Insurance, Garnishments, etc., or any other deductions authorized by the employee or required by law, Association dues for that month will be collected by the Association directly from the employee.

2.5 If an employee who is absent on account of sickness, leave of absence, or for any other reason has no earnings due him for that period, no deduction shall be made. The Association will arrange collection of dues for that period directly with the employee.

2.6 All deductions of Association dues provided for in this Article shall be automatically terminated in the event of loss of exclusive recognition by the Association.

ARTICLE 3

TEACHERS' RIGHTS

3.1 The Board agrees not to negotiate with any teachers' organization other than the Association for the duration of this Agreement. Nothing contained herein shall be construed to prevent any individual teachers from presenting a grievance and having the grievance adjusted without intervention of the Association, if the adjustment is not inconsistent with the terms of this Agreement, provided that the Association has been given opportunity to be present at such adjustment.

3.2 Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation and other concerted activities for mutual aid and protection.

3.3 Nothing contained herein shall be construed to deny or restrict to any teacher rights he may have under the Michigan General School Laws or applicable civil service laws and regulations. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.

3.4 The provisions of this Agreement and the wages, hours, terms and conditions of employment shall be applied without regard to race, creed, religion, color, national origin, age, sex or marital status or membership in or association with the activities of any employee organization.

3.4.1 The Association agrees that any grievance concerning an alleged violation of this clause that is resolved in the Grievance Procedure will be final and binding and the Association will not participate in any other hearings.

3.5 A teacher engaged during the school day in negotiating in behalf of the Association with any representative of the Board or at any arbitration proceedings, shall be released from regular duties without salary.

ARTICLE 4

BOARD RIGHTS

4.1 Subject to the provisions of this Agreement, the Board on its own behalf and on behalf of the electors of the district reserves unto itself full rights, authority and discretion in the discharge of their duties and responsibilities to control, supervise and manage the Bridgeport School System and its professional staff under the laws and the Constitution of the State of Michigan and of the United States.

4.2 The exercise of the foregoing rights, authority and discretion shall be limited only by the terms of this Agreement and then only to the extent such terms hereof are in conformance with the Constitution and laws of the State of Michigan and the Constitution and laws of the United States.

4.3 The parties agree that this contract incorporates their full and complete understanding and that any prior oral or written agreements or practices are superseded by the terms of this agreement. The parties further agree that no such oral or written understandings or practices will be recognized in the future unless committed to writing and signed by the parties as a supplement to this agreement.

ARTICLE 5

NO STRIKE

5.1 The Association and the Board recognize that strikes and other forms of work stoppage by teachers are contrary to law and public policy. The Association and the Board subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the school program. The Association therefore agrees that its officers, representatives and members shall not authorize, instigate, cause, aid, encourage, ratify, or condone, nor shall any teacher take part in any strike, slowdown or stoppage of work, boycott, picketing or other interruption of activities in the school system. Failure or refusal on the part of any teacher to comply with any provision of this Article shall be cause for whatever disciplinary action is deemed necessary by the Board.

ARTICLE 6

TEACHING HOURS

6.1 A teacher's normal working hours in grades 7-12 shall be from 7:45 a.m. to 3:30 p.m.

6.2 A teacher's normal working hours in grades K-6 shall be from 8:30 a.m. through 4:00 p.m.

6.3 Teachers shall report to their assigned stations no later than fifteen minutes before class begins. Teachers shall remain at their assigned stations at least fifteen minutes after the last class of the day. Exceptions to these regulations shall be only with the permission of the building principal.

6.4 Attendance at PTA meetings shall be an individual professional decision and under no circumstances shall teachers be required to attend.

6.5 All teachers shall attend a reasonable number of meetings called by the Administration.

Building meetings called by the principal or internal building administration will not exceed fifteen (15) per year.

Reasonable notice will be provided along with a tentative agenda for all building meetings.

6.6 All teachers shall have at least a thirty (30) minute, duty-free uninterrupted lunch period.

ARTICLE 7

TEACHING LOAD

7.1 Junior and Senior High Schools.

7.1.1 Teachers will not be required to meet in classes in excess of five (5) periods per day plus homerooms.

7.1.2 A minimum of one (1) preparation period per day will be scheduled.

7.2 Elementary Schools.

7.2.1 Teachers will not be required to meet in classes in excess of five (5) hours and fifteen (15) minutes per day.

7.2.2 Elementary teachers will be provided forty-five (45) minutes per day for preparation. It is agreed that the administration may use some of this time for meetings, however, it is the understanding that 75% to 85% of this time will be available for preparation.

ARTICLE 8

ASSIGNMENT

8.1 Without his consent, no teacher shall be assigned or re-assigned outside his area of competence, or outside the scope of his teaching certificate, except in experimental, emergency, or unusual circumstances.

8.2 Definition of "Area of Competence" shall be:

8.2.1 Primary K-3

8.2.2 Intermediate 4-6

8.2.3 Junior High Major or minor field of study

8.2.4 Senior High Major or minor field of study

8.3 Where the necessity of change is known prior to July 1, the teacher shall be notified and given an opportunity for consultation, as soon as possible and at least prior to July 1. A teacher who is involuntarily reassigned shall, upon request, be released from any previous contractual or tenure obligation.

8.4 Preference for consideration in assignments in adult education and summer school driver education program will be given to teachers regularly employed by the school district.

ARTICLE 9

TRANSFERS

9.1 No teacher shall, without his consent, be transferred to another school after July 1, except in experimental, emergency, or unusual circumstances.

9.2 A teacher who is involuntarily transferred to another school prior to July 1, shall upon request, be released from any previous contractual or tenure obligation.

9.3 Any teacher notified that he is to be transferred and wishes to exercise his option to be released shall notify the Administration within fourteen (14) calendar days.

ARTICLE 10

VACANCIES

10.1 Whenever any vacancy in any professional position in the bargaining unit shall occur, the Board shall publicize the same by giving written notice of such vacancy. Vacancies will be posted in at least two (2) summer editions of the "office space".

10.2 No vacancy shall be filled, except temporarily and not to exceed the remainder of the semester, until such vacancy shall have been posted for at least fifteen (15) days.

ARTICLE 11

TEACHING CONDITIONS

11.1 Damage to Personal Property.

11.1.1 If in the performance of regular or assigned teaching duties a teacher, without negligence on his part, shall suffer damage to or theft of his clothing or other personal property, but not including damage to automobiles or loss of money, to the extent of \$5.00 but not more than \$150.00 per year, the Board shall make reimbursement. The Board may require subrogation, assignment and full cooperation by such teacher in seeking recovery from any party responsible for said loss.

11.1.2 The Board agrees to provide clothing for teachers in the chemistry and industrial arts areas.

11.2 Hazardous Weather.

When hazardous conditions prevent the opening of school, attendance by teachers shall be an individual professional decision. Teachers shall make a reasonable attempt to attend.

11.3 Reporting Absences.

11.3.1 The teacher shall be informed of a telephone number to call prior to 6:45 a.m., whenever possible to report inavailability for work. Whenever possible teachers should give the maximum amount of notice when they become aware that they will not be available for duty.

11.4 Materials.

11.4.1 The present practice of filling out requisitions in the district will be continued.

11.4.2 The principal shall notify the teacher within five (5) working days of disposition.

11.4.3 The administration will inform teachers of its recommendations on requisitions within ten (10) days.

11.5 Elementary.

11.5.1 Recess.

The present procedure of rotating recess schedules in the elementary schools will be continued to provide relief periods for elementary teachers.

Both parties recognize the fact that this is subject to inclement weather and other factors beyond the control of the Administration.

11.5.2 Collection of Monies.

Teachers will not be required to collect money during the 1969-71 school years as far as administratively possible.

11.5.3 A petty cash fund will be established and maintained under the control of principals for the purpose of purchasing teaching aids and materials.

11.5.4 Daily attendance procedure.

- a. Teachers shall be responsible for daily attendance procedures.
- b. The office of the Principal will tabulate attendance summary records.

11.5.5 Duplicating of Instructional Materials

Insofar as possible, duplicating and typing of masters will be performed by the individual school offices. A minimum of three secretaries will be available in the high school for the use of the teaching staff. Secretarial service will be continued in the other buildings as in the past.

11.5.6 Delivery service.

- a. Supplies requisitioned shall be delivered to the building and within two (2) working days the teacher will be notified.
- b. Every effort will be made by the building administration to deliver requisitioned supplies weighing thirty-five (35) pounds or more to the classrooms.

ARTICLE 12

PERMANENT SUBSTITUTE TEACHERS

12.1 Any teacher who is assigned to a specific teaching position for twenty consecutive school days as a replacement for a disabled or incapacitated teacher shall be placed on the regular salary scale and shall remain on such scale until the regular teacher returns to his normal duties at which time any rights under this Agreement become terminated.

ARTICLE 13

CLASS SIZE

13.1 Inasmuch as the pupil-teacher ratio is directly related to the volume of a teacher's work, efforts will be made to achieve a goal of thirty-two (32) students as the maximum, and if at any time the elementary classroom exceeds 37 in the 1969-70 school year or 36 in the 1970-71 school year, then a merit rate of \$1.00 per student

for each student in the overload will be paid per day.

In grades 7 through 12 class size shall not exceed 37 students per class in 1969-70, or 36 students per class in 1970-71, averaged over a week. Any time the student load exceeds this limit, a merit rate of \$1.00 per day per student over load will be paid.

13.1.1 The foregoing standards are subject to modification for educational purposes such as specialized or experimental instructions (e.g. team teaching, typing classes, TV., physical education, study hall, etc.)

13.2 Children shall not be assigned to any classroom in larger number than the capacity of the teaching facilities available in that classroom.

13.3 Secondary teachers shall not be required to teach more than two fields nor more than three teaching preparation classes.

13.4 Insofar as practical, newly employed, inexperienced teachers shall be assigned the lowest class size and not more than two preparations per semester.

ARTICLE 14

LEAVES

14.1 Basic Provisions of Sick Leave.

14.1.1 Sick leave at full pay is provided for all regular professional employees at the rate of thirteen (13) days per school year effective with the 1969-70 season.

14.1.2 Unused days may be accumulated up to a maximum of one hundred twenty six (126) days.

14.1.3 Absence from duty for sick leave may be granted for personal illness and up to ten (10) days per year may be used for the following reasons at the discretion of the principal.

- a. Illness in the immediate family.
- b. Death in the immediate family.
- c. Death outside the immediate family.

14.2 Miscellaneous Provisions of Sick Leave.

14.2.1 The Board of Education reserves the right to require a doctor's certificate or other evidence of illness.

14.2.2 The Superintendent shall certify as to the legitimacy of a claim for compensation for absence.

14.2.3 Immediate family shall be interpreted as father, spouse, child, sister, brother, or a dependent of the immediate household, father-in-law and mother-in-law.

14.2.4 The sick leave reserve will remain intact during an officially granted leave of absence.

14.2.5 No payment will be made for any unused sick leave accumulated by an employee at any time.

14.2.6 Any teacher having exceeded his accumulated sick leave days may request additional days. The request shall be made in writing to the Sick Leave Review Board. This Board shall consist of two representatives of the Board of Education and two representatives appointed by the Executive Board of the Association. The Sick Leave Review Board shall have the right to grant or suspend additional sick leave days and shall notify the applicant of its decision in writing. Any extension will be by a majority decision of the Sick Leave Review Board for a period not to exceed two (2) weeks at one time.

14.3 Business Day.

14.3.1 Two (2) days per year shall be provided each teacher other than a substitute as leave for business reasons.

14.3.2 The second business day shall be granted with the understanding that \$5.00 will be deducted from those teachers' salaries who elect to take the second day during the school year.

14.3.3 A business day leave may be denied the day before and/or after a school holiday.

14.3.4 Business days may not be accumulated.

14.3.5 Business days will be granted provided satisfactory replacement can be obtained.

14.4 Maternity Leave.

A maternity leave shall be granted without pay, commencing not later than the end of the sixth month of pregnancy, except that

when this date falls within one school month of the end of the semester, the teacher may be permitted to complete the semester. Return from maternity leave shall be no earlier than six weeks after the birth of the child. The teacher shall be entitled to return from such leave anytime within two (2) years after the birth of the child provided at least sixty (60) days notice is given the Board prior to the start of the semester or school year. Leave time accumulated prior to the leave of absence shall remain in force upon return of the teacher. (Effective 1969-1970 School year only)

14.4.1 A maternity leave shall be granted without pay. Teacher shall not commence the start of the semester after the third month of pregnancy; she will be allowed to finish the semester except on recommendation of her physician. Return from maternity leave shall be no earlier than six (6) weeks after the birth of the child. The teacher shall be entitled to return from such leave anytime within two (2) years after the birth of the child provided at least sixty (60) days notice is given the Board prior to the start of the semester or school year. Leave time accumulated prior to the leave of absence shall remain in force upon return of the teacher.

(Effective 1970-71 School year)

14.5 Military Leave.

Military leave shall be subject to conditions as established by Federal and State Laws or the action of the Board of Education. Any regular employee who may be conscripted for service or be recalled to active duty shall be reinstated to his old position or to a position of equal importance with full credit for the time spent in the service. Such return shall be by written request within ninety (90) days after release and such reinstatement shall be made at the earliest possible time.

14.6 Any teacher whose personal illness extends beyond the period compensated shall be granted a leave of absence without pay for such time as is necessary for complete recovery from such illness. Upon return from leave, a teacher shall be assigned to the same position,

if available, or a substantially equivalent position. A person requesting such leave shall submit satisfactory evidence of illness.

14.7 Jury Duty.

The teacher will make every effort to be reassigned to a non-school period. If reassignment is not possible, the Board will compensate the teacher at a rate of 90% of his regular salary less jury pay.

ARTICLE 15

TEACHER EVALUATION

15.1 Official teacher files shall be maintained under the following circumstances:

15.1.1 No material derogatory to a teacher's conduct, service, character or personality shall be placed in his personal file unless the teacher has had an opportunity to read the material. Each teacher has a right to see this file and make a copy thereof. Teachers may add material to their files in rebuttal to or refutation of charges or claims placed there by the Administration.

15.1.2 Confidential university files and/or those from placement agencies will be in separate files and retained in the Superintendent's office, and are not subject to inspection except on authorization of the Superintendent.

15.1.3 The Administration will evaluate probationary teachers in writing at least once a year between the months of November and March. Such evaluation shall be followed by a discussion between the principal and the teacher. The parties agree that the policy of not employing electronic devices to evaluate teachers without their knowledge will be continued.

ARTICLE 16

PROTECTION OF TEACHERS

16.1 Problem Children.

16.1.1 The Board recognizes its responsibility to give all reasonable support and assistance to teachers with respect

to the maintenance of control and discipline in the classroom. This support will include the identification, and if necessary, the removal of the severely retarded or emotionally disturbed child from the classroom.

16.1.2 Identification of the "problem" child would begin with the recommendation of the classroom teacher. This recommendation would include the documentation by the classroom teacher of the behavior or symptoms of the child. The administration would then follow through with further steps, such as calling in parents, the family physician, and such experts as might be available to the school system. (Such special personnel might include guidance counselors assigned to the elementary, the junior high, or the senior high; a school psychologist, a school visiting teacher, speech therapist, or other specialist with training in child behavior or psychology. In the absence of school specialists, the administration would call upon agencies available in the community, such as the United Fund family casework agencies, the Child Guidance Clinic, etc.)

16.1.3 Upon expert recommendation, the teacher's responsibility for the individual child would be established, treatment of the child would be indicated, if necessary, and the Board will take reasonable steps to relieve the teacher of responsibilities with respect to such pupil.

16.2 Assault

16.2.1 Any case of assault upon a teacher shall be promptly reported to the Board or its designated representative. The Board will provide legal counsel to advise the teacher of his rights and obligations with respect to any unprovoked assault and shall render all reasonable assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities.

16.2.2 If any teacher is complained against or sued by reason of disciplinary action taken by the teacher against

a student, the Board will provide legal counsel and render all necessary assistance to the teacher in his defense, provided the teacher was performing his duties in accordance with Board and school policies.

16.2.3 Time lost by a teacher in connection with any incident mentioned in the article shall not be charged against the teacher if the teacher was acting in accordance with Board and School policies.

16.3 Teacher Evaluation of Students.

Teacher evaluation of student progress is a professional decision of the teacher and a matter of strictest confidence between the parent, teacher, and administration.

ARTICLE 17

DISCIPLINE

17.1 Any teacher who is formally disciplined, reprimanded, or who suffers a reduction in pay, and who has no recourse available under the Teacher Tenure Act of 1937, may process a grievance under the procedures established in this agreement if such discipline is not for just cause.

17.2 No teacher shall be reprimanded or disciplined in front of students.

ARTICLE 18

GRIEVANCE PROCEDURE

18.1 Definition

18.1.1 A grievance shall mean a complaint by a teacher in the bargaining unit that there has been a violation, misinterpretation or inequitable application of a specific provision of this Agreement, except that the term "grievance" shall not apply to any matter as to which a method of review is prescribed by law.

18.1.2 A "dispute" is any complaint regarding any rule, order or regulation of the Board relating to wages, hours, or working conditions which is filed by the Association.

Disputes shall be processed as provided in paragraph 18.2

of Grievance Procedure, but shall not be subject to binding arbitration.

18.1.3 As used in this Article, the term "teacher" may mean a group of teachers having the same grievance or the Association.

18.1.4 The Board agrees to furnish pertinent information that is germane to a grievance, properly filed, when it has such information reasonably available and such information is not readily obtainable by the Association representative.

18.2 Procedure.

18.2.1 The teacher who feels that he has a grievance should first take the matter up verbally with the Principal of the school (within five (5) working days following the act or condition which is the basis of his grievance), who will attempt to resolve it with him.

18.2.2 If this fails to resolve the grievance (within ten (10) days of the act or condition mentioned above), the teacher shall reduce the grievance to writing specifying the section of the contract he alleges is violated, the events that caused the alleged violation, and the remedy he seeks.

18.2.3 Within five (5) working days of receipt of the grievance, the Principal shall attempt to arrange a conference with the view of satisfactorily resolving the grievance. At the time of conference, the teacher may appear personally or he may be represented by an Association representative, or both. Such conference shall be scheduled at a time when there is no disruption of normal school routine and duties of the teachers.

18.2.4 Within five (5) working days, or longer if mutually agreed to, the Principal shall answer such grievance in writing.

18.2.5 If the grievance is not appealed within fifteen working days, the principal's decision will be final.

18.2.6 If the Association does not accept the Principal's answer, the grievance may be appealed to the Superintendent of Schools by sending such notice to him within five (5) working days from the date of the Principal's decision.

18.2.7 Within ten (10) working days of receipt of the appeal, the Superintendent, or his designated representative, will arrange for a conference to satisfactorily resolve the grievance. Such conference shall be scheduled at a time when there is no disruption of normal school routine and duties of the teachers.

18.2.8 Within ten (10) working days, or longer if mutually agreed to, the Superintendent, or his designated representative shall answer such grievance in writing.

18.2.9 Such answer shall be final and binding unless appealed to the next step within ten (10) working days from the date of the decision.

18.2.10 If the grievance is not settled at the preceding step it may be submitted to arbitration at the election of either party. The matters to be arbitrated shall be submitted to a board of three (3) arbitrators as follows:

a. Within the ten days referred to above (step 9) the party choosing to arbitrate must give written notice to other party, setting forth specifically the nature of grievance to be arbitrated, and designating one (1) arbitrator selected by it.

b. Within five (5) working days from the receipt of such notice, the other party shall notify the first party of the arbitrator selected by it and may also serve on the first party its statement of matters to be arbitrated.

c. Within ten (10) days after the selection of the second arbitrator, the two (2) arbitrators shall select a third. If they are unable to agree on a third arbitrator within five (5) days the American Arbitration Associ-

ation will be asked to immediately submit a panel of five (5) arbitrators. Upon receipt of the list the Association will first strike two names, then the Board of Education will strike two names. The remaining person shall be the third arbitrator provided, within thirty (30) days of notice of his appointment the arbitrator accepts and schedules a date for a hearing in the matter which he is to decide. If the arbitrator does not accept and schedule a hearing as above provided, the American Arbitration Association will again be requested to immediately submit a list of five (5) names and the above procedure for selecting an arbitrator from the panel will be followed.

18.2.11 This Agreement constitutes a contract between the parties which shall be interpreted and applied by the parties and by the Board of Arbitration in the same manner as other collective bargaining agreements. The function and purpose of the Board of Arbitration is to determine disputed interpretations of terms actually found in the Agreement, or to determine disputed facts upon which the application of the Agreement depends. The Board shall therefore not have authority, nor shall it consider its function to include, the decision of any issue not submitted or to so interpret or apply the Agreement as to change what can fairly be said to have been the intent of the parties as determined by generally accepted rules of contract construction. The Board shall not give any decision which in practice or actual effect modifies, revises, detracts from or adds to any of the terms or provisions of this Agreement. Past practice of the parties in interpreting or applying terms of the Agreement can be relevant evidence, but may not be used so as to justify, or result in, what is in effect a modification (whether by addition or deletion) of written terms of this Agreement.

The Board of Arbitration has no obligation or function to render decision or not to render a decision merely because in its opinion such decision is fair or equitable or because in its opinion it is unfair or inequitable.

18.2.12 If either party shall claim before the arbitrators that a particular grievance fails to meet the tests of arbitrability, as the same are set forth in this Article, (Professional Grievance Procedure) the arbitrators shall proceed to decide such issue before proceeding to hear the case upon the merits. The arbitrators shall have the authority to determine whether they will hear the case on its merits at the same hearing in which the jurisdictional question is presented. In any case where the arbitrators determine that such grievance fails to meet said test of arbitrability, they shall refer the case back to the parties without a recommendation on the merits.

18.2.13 Unless expressly agreed to by the parties in writing, the Board of Arbitrators are limited to hearing one grievance including its arbitrability at any one hearing, upon its merits. Separate Boards of Arbitration shall be constituted for each issue appealed to advisory arbitration.

18.2.14 All cases shall be presented to the Arbitrators in the form of a written brief prepared by each party setting forth the facts and its position and the arguments in support thereof. The Arbitrators may make such investigation as they deem proper and may at their option hold a public hearing and examine all such witnesses and to make a record of all such proceedings.

Within thirty (30) days after the close of the hearing, or the date established for filing Post Hearing Briefs, if so desired by either party, the Board of Arbitration shall issue their decision which shall be final and binding.

18.2.15 The fees and expenses of the third impartial

arbitrator, cost of transcript (if one is requested by the Board of Arbitration), hearing room, shall be borne by the loser as evidenced by the decision of Board of Arbitrators. Should the decision of the Arbitrators result in a compromise decision the Arbitrators shall make as part of their decision a ruling as to how the above expenses shall be pro-rated.

ARTICLE 19

PROFESSIONAL COMPENSATION

19.1 Salaries.

Experience Level	1969 - 1970			
	B.A.,	M.A.,	M.A. + 30	Non Degree
0	\$7150	\$7550	\$7750	\$5100
1	7350	7750	7950	5300
2	7650	8050	8250	5500
3	7950	8350	8550	5700
4	8250	8650	8850	5900
5	8550	8950	9150	6100
6	8850	9250	9450	6300
7	9250	9650	9850	6500
8	9650	10050	10250	6700
9	10050	10450	10650	6900
10	10450	10850	11050	7100
11	10850	11350	11550	
12		11850	12050	

1970 - 1971				
0	\$7800	\$8200	\$8400	\$5400
1	8000	8400	8600	5600
2	8300	8700	8900	5800
3	8600	9000	9200	6000
4	8900	9300	9500	6200
5	9200	9600	9800	6400
6	9500	10000	10200	6600
7	9900	10400	10600	6800
8	10300	10700	10900	7000
9	10700	11100	11200	7200
10	11100	11500	11700	7400
11	11500	12000	12200	
12		12500	12700	

19.1.1 All salary adjustments for advanced degrees will be made on a semester basis. Teachers earning enough credits to place on a higher schedule during the contract year will be adjusted at the beginning of the next succeeding semester, provided the necessary credentials are given the Administration prior to the start of that semester.

Longevity:
 15 years - \$300
 20 years - 400
 25 years - 500

19.1.2 Hospital Insurance

Blue Cross

The Board will pay the following ward rate:

Single	\$ 9.51
Two Persons	24.82
Full family	26.02

MEA Super Medical

The Board will pay the following:

Single	\$10.05
Two Persons	21.67
Self and children	18.80
Full family	27.27

Basic MEA Hospital Insurance

The Board will pay the following:

Single	\$ 7.70
Two persons	15.85
Self and children	13.90
Full family	18.75

The Board agrees to increase the above amounts starting with the 1970-1971 school year equal to any rate increase between September 1, 1969 to August 31, 1970.

19.2 Compensation for Special Assignment:

Experience Level	1	2	3	4	5	6	7	8
0	\$180	\$245	\$310	\$360	\$410	\$490	\$600	\$700
1	195	260	330	390	440	520	650	750
2	205	270	345	410	465	545	680	780
3	215	280	360	430	490	570	710	810
4	225	290	375	450	515	595	740	850
5	235	300	390	470	540	620	770	880
6	245	310	405	490	565	645	800	910
7	255	320	420	510	590	670	830	940
8	265	330	435	530	615	695	860	970
9	270	340	450	550	640	720	890	1000

19.3 Categorical Assignments:

Athletics - High School

Football:

Head 8

Varsity Assistant . 5

JV Head Coach . . . 5
 Assistant JV . . . 3
 Freshman 4

Basketball:

Head 8
 Junior Varsity . . . 5
 Freshman 4

Baseball:

Head 6
 Junior Varsity . . . 4

Track:

Head 6
 Assistant Coach . . . 4
 Cross Country . . . 2

Wrestling 6

Girls' Sports

(For each sport) . . . 1

Tennis 2

Golf 2

Athletics - Junior High School

Football:

Head 3
 Assistant Coach . . . 2

Basketball:

7th Grade 2
 8th Grade 2

Baseball 2

MISCELLANEOUS

Special Education 7

Guidance:

Counselors with three or more
 years of experience 4

Part-time counselors with three
 or more years of experience \$80 per annual hour of

counseling (Ex: Two hours
per day = \$160 per year)

Cheerleading	\$200
Elementary and Junior High Vocal Music	2
9th, 10th and 11th grade Class Advisers	\$50
Senior Class Adviser	\$150
Debate Coach	5
Forensics Coach	2
Dramatics	1/per production
Community School Directors	2
IMC Director	4

19.4 All teachers on the staff previous to this contract shall be entitled to one hundred dollars (\$100) per year added to their salary, for half-year experience which was granted when they were hired.

19.5 When new teachers are employed their experience outside the school system shall be evaluated by the Board of Education and credit may be allowed whenever the prior service of the teacher is deemed satisfactory; however, this shall not exceed eight (8) years credit.

19.6 The above salary payments are for forty weeks per calendar year. Teachers who are required to work longer will have their salary adjusted accordingly in an amount equal to their normal pay.

19.7 Non-routine Assignment:

19.7.1 Teachers who agree to give up their preparation period to substitute in a class will receive \$6.00 per class. (The parties agree that no violation of this will occur when members of the administration substitute in class.)

19.7.2 Chaperoning bus (outside school hours) - \$5.00 per trip or 5 cents a mile, whichever is larger.

19.7.3 Chaperoning school dances - \$5.00

19.7.4 The following hourly teaching rate will be paid to teachers performing these assignments:

Adult High School Completion	\$5.50 per hour
Driver Education	\$5.50 per hour

19.7.5 Summer Curriculum Workshops . . . \$150 per week

19.7.6 Any secondary teacher who voluntarily teaches an extra period per day on a permanent basis will be compensated at the rate of 1/6th of his salary.

19.8 Tuition Costs

The Board shall reimburse tuition costs for permanently certified teachers under the following terms:

- a. Reimbursement for courses taken in 1969-70 shall be at a rate of 60%
- b. Reimbursement for courses taken in 1970 - 71 shall be at a rate of 70%
- c. Reimbursement shall occur only for teachers of record previously employed in this district, on September 30, 1970 and 1971 respectively.
- d. Reimbursement shall be for graduate level courses, or for courses required for a higher degree or certificate, or for courses which facilitate teaching, this latter upon approval of the Superintendent.
- e. Reimbursement shall be for not more than 10 hours per teacher per year.
- f. Classes otherwise funded shall not be accepted under this clause.

19.9 Term Insurance

The Board agrees that commencing with the start of the second semester in the 1969-70 school year, it will provide, subject to the carrier conditions, a term life insurance policy in the amount of \$1,000 for all teachers presently employed in the Bridgeport School System.

The Board agrees that commencing with the start of the second semester in the 1970-71 school year, it will provide, subject to the carrier conditions, a term life insurance policy in the amount of \$5,000 for all teachers presently employed in the Bridgeport School System.

ARTICLE 20

GENERAL CONDITIONS

20.1 Bulletin Boards.

At least one (1) bulletin board shall be reserved at an accessible place in each school for the exclusive use of the Association for the purpose of posting material dealing with the proper and legitimate Association business.

20.2 Use of School Buildings.

The Association and its members may use school building facilities at all reasonable hours for meetings, subject to the reasonable rules and regulations which uniformly apply to the use of the school facilities.

20.3 Mail Boxes.

Teachers' mail boxes and the inter-school mail service may be used by the Association and its members for the transmission of communications.

20.4 The "Office Space" or any similar successor publication may be used by the Association for announcements regarding meetings.

20.5 Telephones.

To provide better communications with parents, telephones will be installed in teachers' lounges.

20.6 Lounges.

The Board shall make available in each school, lunch-room, restroom, and lavatory facilities where at all possible for teachers' use and at least one room adequately furnished which shall be reserved for use as a faculty lounge in which smoking shall be permitted.

20.7 Association Conferences.

The Board of Education shall permit a person or persons designated by the Association a maximum of ten (10) days total absence, without loss of pay, to attend Association business. The Association shall make such request one (1) week prior to the date of such conference.

20.8 If it becomes necessary to reduce the teaching staff, the Board will first decide what program changes are to be made, then the administration shall determine what positions are to be eliminated. The administration shall reduce staff on a district seniority basis, allowing for elementary and secondary certificates, keeping in mind the total educational program.

20.9 The Board agrees that all teachers released from extra duties for which extra compensation is paid shall be notified in writing as soon as possible. Such notification shall include reasons for dismissal.

20.10 Paraprofessionals shall be defined as non-certified personnel who assist classroom teachers or perform non-teaching functions.

20.11 Class Facilities:

Except on a temporary basis, no unusual facilities shall be used for classrooms. The Board shall attempt, as in the past, by continued long-range planning, to avoid the need for using such facilities.

Where emergency circumstances require the temporary use of unusual facilities, adequate lighting, classroom equipment, and privacy from external noise and disruption will be provided.

For the purposes of this article, usual facilities will include, hallways, gymnasiums, auditoriums, former office spaces, storerooms, project rooms, multipurpose rooms, libraries.

Where former non-classroom areas may have been converted to permanent classrooms of a standard comparable to other permanent classrooms, this clause need not apply.

20.12 Curriculum Development

To encourage attempts by faculty members to critically examine curriculum offerings and propose improvements in course offerings and implementation, and for this purpose, the Board will establish at least one non-federally funded curriculum study group each summer.

ARTICLE 21

SCHOOL CALENDAR FOR 1969 - 70

August 28, 29 and September 2	In-service training
September 3	School Opens
September 26	Official Membership Day
October 23 & 24	MEA Days (No school)
November 27	Thanksgiving Day (No school)
November 28	Thanksgiving vacation (No school)
December 22	Christmas vacation starts (No school)
January 5	School reopens
January 23	Record day -- end of semester
January 26	Beginning of second semester
March 27	Spring vacation (No school)
April 6	School reopens
June 10	Commencement
June 12	Report day -- school closes

SCHOOL CALENDAR FOR 1970 - 71

September 1	New teachers
September 2 & 3	In-service (all teachers)
September 4 - 8	Labor Day Weekend (No school)
*September 8	First day of school
October 22 & 23	MEA days (No school)
November 26 & 27	Thanksgiving vacation (No school)
December 23	Christmas vacation begins (No school)
January 4	School reopens
January 29	Record day
February 1	School reopens (Beginning of second semester)
April 9	Spring vacation (No school)
April 14	School reopens
May 31	Memorial Day vacation
June 9	Commencement
June 10	Last day for students
June 11	Record day (School closes)

*Pending the opening of the majority of County schools.

ARTICLE 22

SAVINGS CLAUSE

If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

ARTICLE 23

WAIVER CLAUSE

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Association and the Board, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subjects or matter not specifically referred to or covered in this Agreement, even though such subjects or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement, provided that either party may reopen negotiations regarding salary or other economic items in the event of a substantial increase or decrease in state aid or other sources of revenue.

ARTICLE 24

FINANCIAL INFORMATION

Immediately prior to contract negotiations the Board agrees to furnish to the Association reasonable information concerning the financial resources of the district, tentative budgetary requirements and allocations and such other information as will assist the Association in developing its proposals.

ARTICLE 25

SUBSTITUTE TEACHERS

Substitute teachers shall be paid \$25.00 per day.

Unless specifically provided below other provisions of the Master Agreement shall not apply to Substitute teachers.

- Teacher Rights
- Teaching Hours
- Teaching Load
- Teaching Conditions
- Class Size
- Protection of Teachers
- Discipline
- Grievance Procedure
- General Conditions

ARTICLE 26

TERMINATION

26.1 This Agreement shall become effective August 27, 1969, and remain in effect until June 30, 1971.

26.2 At least sixty (60) days prior to the expiration of this Agreement the parties will begin negotiations of a new agreement covering wages, hours, terms and conditions of employment of teachers employed by the Board.

26.3 IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their authorized representatives as of the twenty-seventh day of August, nineteen hundred and sixty nine.

BOARD OF EDUCATION OF THE
BRIDGEPORT COMMUNITY SCHOOLS

BRIDGEPORT EDUCATION ASSOCIATION

President

Secretary
