

8-25-75

Bridgeport

A G R E E M E N T
between
BRIDGEPORT COMMUNITY SCHOOLS
BOARD OF EDUCATION
and
BRIDGEPORT EDUCATION ASSOCIATION

1973-1974

1974-1975

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BRIDGEPORT COMMUNITY SCHOOLS
BRIDGEPORT, MICHIGAN

I N D E X

	Page
Preamble	1
Article I - Recognition	2
Article 2 - Dues Check Off	3
Article 3 - Teacher's Rights	4
Article 4 - Board Rights	5
Article 5 - No Strike	6
Article 6 - Teaching Hours	6
Article 7 - Teaching Load	7
Article 8 - Assignment	7
Article 9 - Transfers	8
Article 10 - Vacancies	8
Article 11 - Teaching Conditions	9
Article 12 - Permanent Substitute Teachers	10
Article 13 - Class Size	11
Article 14 - Leaves	11
Article 15 - Teacher Evaluation	14
Article 16 - Protection of Teachers	14
Article 17 - Discipline	16
Article 18 - Grievance Procedure	16
Article 19 - Professional Compensation	21
Article 20 - General Conditions	25
Article 21 - School Calendar	27
Article 22 - Savings Clause	28
Article 23 - Waiver Clause	28
Article 24 - Financial Information	28
Article 25 - Substitute Teachers	29
Article 26 - Termination	29

A G R E E M E N T

PREAMBLE

THIS AGREEMENT ENTERED INTO this twenty-sixth (26th) day of August 1973, 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 I

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, Director of Guidance, Director of Music, Adult Diploma Teachers, School Librarian, but excluding Superintendent, Principals, Assistant Principal, Director of Elementary Education, 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 references 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 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 Teachers' hours can be varied to start no sooner than 7:00 a.m. nor end later than 6:00 p.m., except a teacher will not be required to remain at school in excess of seven and three-quarters ($7 \frac{3}{4}$) consecutive hours a day in grades 7 through 12.

6.2 Teachers' hours can be varied to start no sooner than 7:30 a.m. nor end later than 4:30 p.m., except a teacher will not be required to remain at school in excess of seven and one half ($7 \frac{1}{2}$) consecutive hours a day in grades K through 6.

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. A preparation period will be equal in length to a normal class period.

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) continuous 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 When equally qualified, preference for assignments for all extra-curricular activities (i.e. coaching, cheerleading, adult education, driver education, etc.) will be given to teachers regularly employed by the School District who apply for such position.

8.5 The administration agrees that by July 1, teachers will be given their tentative assignment for the following school year. Any revised assignments will be given by August 15, after which teachers will be notified as soon as practical of any change prior to the opening of school.

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 protective 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 re-

lief 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 school year 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 thirty-three (33) in the 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 thirty-four (34) students per class (1974-75 - thirty-three [33] students), averaged over a week. Any time the student load exceeds this limit, a merit rate of \$1.00 per day per student overload 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. (Effective 1974-75 maximum will be one hundred thirty (130) 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, mother, 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, each year for legal, household or family matters which require absences during the school day. Hunting, fishing, recreation, vacations, and social matters are not considered proper uses of this Article. Application for such leave shall state the reason for taking such leave.

14.3.2 A business day leave may be denied the day before

and/or after a school holiday.

14.3.3 Business days may not be accumulated.

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

14.4 Maternity Leave.

A maternity leave shall be granted without pay. Teachers shall be granted a maternity leave when in the opinion of their attending physician they can no longer perform the regular and necessary duties at the school. Teachers shall be terminated from maternity leave as soon as they are no longer physically disabled from their condition and will be required to return to work.

Additional leave time:

A teacher shall be granted additional leave time without pay when in the opinion of the attending physician the child's well being requires the presence of the parent. 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.

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 re-

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 consent 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 either written or oral.

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 reasonable 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 fifteen (15) 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 Association 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 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

1973-1974

Experience Level	B.A. Degree	M.A. Degree	M.A. +30
0	8500	8900	9425
1.	8850	9575	9775
2.	9200	9925	10125
3.	9550	10275	10475
4.	9950	10675	10875
5.	10350	11275	11575
6.	10750	11675	12075
7.	11200	12175	12475
8.	11650	12625	12925
9.	12150	13125	13425
10.	12750	13725	14025
11.	13500	14425	14625
12.		15125	15325

1974-1975

Experience Level	B.A. Degree	M.A. Degree	M.A. +30
0	8800	9200	9825
1.	9150	9800	10100
2.	9500	10225	10325
3.	9900	10675	10975
4.	10300	11125	11425
5.	10700	11625	11925
6.	11200	12125	12425
7.	11700	12625	12925
8.	12200	13225	13525
9.	12800	13825	14125
10.	13400	14425	14725
11.	14000	15025	15325
12.		15625	15825

19.1.1 All salary adjustments for advanced degrees will be made on a semester basis. Teachers earning enough credits to be placed 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.

19.1.2 Longevity:

15 years - \$ 400

20 years - \$ 500

25 years - \$ 600

19.1.3 Hospital Insurance.

The Board agrees to pay for teachers the Blue Cross - Blue Shield Major Medical plan, ward rate in effect at the time this Agreement becomes effective. The Board further agrees to pay all increases for such plan during the term of this Agreement. Effective with the 1974-75 school year the Board will pay one-half the difference between the ward rate and the semi-private rate for those teachers electing such coverage.

The Board further agrees to make a contribution for those teachers electing MEA Super Medical Hospitalization in an amount which covers the hospitalization portion of such insurance program up to the same limits provided for Blue Cross - Blue Shield only. The Board will not pay under any condition any portion of the MEA Super Medical Hospitalization which is applied to any benefit other than comparable Blue Cross-Blue Shield benefits. Such as, the portion of Life Insurance, dependent life insurance, loss of time, etc.

New teachers hired to the system and beginning in September will have such coverage effective as soon as possible after their commencing work for the Bridgeport-Spaulling School System commensurate with the regulations with Blue Cross-Blue Shield.

19.2 Extra-curricular Assignments

HIGH SCHOOL	(1)	(2)	(3)	(4)
Head Football & Basketball	1100	1230	1360	1490
Varsity Ass't & JV Head	690	780	870	960
JV Ass't & Freshman Head	600	700	775	825
Football & Basketball Freshman Ass't	575	650	725	800

Baseball & Track Head	790	890	990	1090
Ass't Baseball & Track	575	650	725	800
Wrestling Head	890	1000	1110	1220
Wrestling Ass't	575	650	725	800
Cross Country - Golf - Tennis	450	500	575	650
Tennis - Golf - Cross Country Ass't	300	350	400	450
Girls Track & Softball	300	350	400	450
Girls Basketball & Volleyball	400	450	500	550

JUNIOR HIGH

Head Football & 7th & 8th Gd Bsktball	500	550	600	675
Asst. Football - Baseball - Wrestling & Track	400	450	525	600
Cheerleading Advisor				
Varsity & JV	200	each		
Freshman	100	each		
Forensics Coach	500			
Debate Coach	500			
Dramatics	300	per play		
Yearbook Advisor	100			
Newspaper Advisor	100			
Elementary and Junior High Vocal Music	50	per district-wide performance		
High School Vocal Music	300	per year		
Stage Band	50.00	per concert		
Junior High Instrumental Music	50.00	per concert		
9th, 10th & 11th grade Class Advisor	50			
Senior Class Advisor	150			
High School Instrumental Music	700			
Community School Director	600			

19.3 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. Teachers who are hired in the School District on or after January 1, 1974 shall receive half year adjustment in the amount of one-half the difference between the two salary steps.

19.4 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.

19.5 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.

19.6 Non-routine Assignment:

19.6.1 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.)

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

19.6.3 Chaperoning school dances - \$5.00

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

Adult High School Completion \$6.50 per hour
\$7.00 per hour 1974-75

Driver Education \$6.50 per hour

19.6.5 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.

19.7 Tuition Costs

The Board shall reimburse tuition costs for teachers who have earned a permanent or continuing certificate under the following terms:

- a. Reimbursement for courses taken shall be at a rate of 80%
- b. Reimbursement shall occur only for teachers of record employed in this district, on September 30, of the present and prior school year.
- c. 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.
- d. Reimbursement shall be for not more than 10 hours per teacher per year.

e. Classes otherwise funded shall not be accepted under this clause.

19.8 Term Insurance

The Board agrees that it will provide, subject to the carrier conditions, a term life insurance policy in the amount of \$7,000 for all teachers presently employed in the Bridgeport School System. This term insurance shall be increased to \$10,000 effective the 1974-75 School Year.

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, unusual 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.

ARTICLE 21
SCHOOL CALENDAR
1973-1974

August 28	Orientation - new teachers
August 29, 30	Orientation - complete staff
September 5	Official school opening
November 22, 23	Thanksgiving vacation
December 24 - January 1	Christmas vacation
January 18	Workday - no students
April 12 - 19	Spring vacation
May 27	Memorial Day
June 7	Last day of school

180 student days

184 teacher days

1974-1975

August 27	Orientation - new teachers
August 28, 29	Orientation - complete staff
September 4	Official school opening
November 28, 29	Thanksgiving vacation
December 23 - January 3	Christmas vacation
January 24	Workday - no students
March 24 - 31	Spring vacation
May 26	Memorial Day
June 10	Last day of school
June 11	Record day

180 student days

184 teacher days

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.

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 26, 1973, and remain in effect until August 25, 1975.

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 _____ day of _____ 1973.

BOARD OF EDUCATION OF THE
BRIDGEPORT-SPAULDING SCHOOLS

BRIDGEPORT EDUCATION ASSOCIATION

President

Secretary
