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Bridgeport-Spaulding Community Schools

AGREEMENT

between

BOARD OF EDUCATION
of the
BRIDGEPORT-SPAULDING COMMUNITY SCHOOLS

and

BRIDGEPORT EDUCATION ASSOCIATION

1986-89

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Bridgeport-Spaulding Community Schools
Bridgeport, Michigan

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A G R E E M E N T

PREAMBLE

THIS AGREEMENT ENTERED INTO this eighth (8th) day of September, 1986, by and between the Board of Education, Bridgeport-Spaulding 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-Spaulding 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-Spaulding 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, Substitute Teachers, Guidance Counselors, Director of Guidance, Director of Music, Adult Diploma Teachers, School Librarian, School Social Worker, School Psychologist, Placement Director, but excluding Superintendent, Principals, Assistant Principals, Director of Elementary Education, Supervisory and Executive Personnel, Director of Educational Media Center, Director of Student Services, Supervisor of Instruction, Assistant Superintendent for Instruction, Director of Purchasing and Data Processing, Administrative Assistants and Administrators in Training, 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-Spaulding 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-Spaulding 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 4:00 p.m., except a teacher will not be required to remain at school in excess of seven and one-half (7-1/2) consecutive hours a day in grades K-12.

6.2 All teachers K-12 will be guaranteed a thirty (30) minute duty-free lunch period.

6.2.1 Teachers' duty-free lunch period shall begin no earlier than 11:00 a.m. and end no later than 1:30 p.m.

6.3 Teachers of grades 7-12 will be provided a preparation period equivalent to a class period.

6.3.1 Teachers of grades 7-12 will not be required to meet in classes in excess of five (5) periods per day plus homerooms.

6.4 Teachers of grades K-6 will be provided five (5) hours of preparation time per week, which shall include one (1) continuous forty-five (45) minute period per day. It is agreed that the administration may use some of this time for meetings. However, it is agreed that 75% to 85% of this time will be available for preparation.

On shortened work weeks the normal daily schedule will be followed.

6.4.1 No teacher will be required to teach more than five (5) hours and twenty (20) minutes per day or exceed twenty-five (25) hours per week.

6.4.2 No teacher grades K-6 will be required to serve more than five (5) hours per week in supervision including homerooms.

6.4.3 Teachers and Principals will work together to try to alleviate the necessity of scheduling teachers on duty for longer than two and one-half (2-1/2) hours without a break.

6.5 Elementary teachers will supervise recess on a rotating basis.

6.6 Counselors, librarians and other personnel not having a regular classroom assignment will not be scheduled more than thirty-five (35) hours per week of responsibility including lunch period of which not more than thirty (30) hours will consist of instructional assignment.

6.7 Working hours will be mutually agreed upon between the School Social Workers and School Psychologist and their immediate supervisor and are not subject to the 7:00 a.m. to 4:00 p.m. working day.

6.8 Attendance at P.T.A. meetings shall be an individual professional decision and under no circumstances shall teachers be required to attend.

6.9 All teachers shall attend a reasonable number of meetings called by the administration.

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

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

6.10 An attempt will be made by the administration to arrange K-6 teacher-parent conferences to coincide with achievement evaluations (report cards).

ARTICLE 7 ASSIGNMENT

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

7.2 Definition of "Area of Competence" shall be:

7.2.1 Elementary Grades K-6 Certification

7.2.2 Secondary Grades 7-12 Major or Minor Field of Study and Certification

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

7.4 The administration agrees that by June 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.

7.5 Secondary teachers shall not be required to teach more than two (2) fields nor more than three (3) teaching preparation classes.

7.6 Insofar as practical, newly employed, inexperienced teachers shall be assigned the lowest class size and not more than two (2) preparations per semester.

ARTICLE 8 TRANSFERS

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

8.2 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.

8.3 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.

8.4 Teachers who are involuntarily transferred shall be notified of the reasons for such transfer.

ARTICLE 9 VACANCIES

9.1 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 occurring during the regular school year will be posted in each school building in which teachers are assigned. Vacancies that occur during the summer vacation

period will be posted in the Educational Services Building and copies sent to the President of the BEA. Any summer issue of the Office Space will include any known vacancies in the bargaining unit at the time of the publication.

9.2 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 10 TEACHING CONDITIONS

10.1 Damage to Personal Property

10.1.1 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.

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

10.2 Hazardous Weather

10.2.1 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.

10.3 Reporting Absences

10.3.1 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.

10.4 Materials

10.4.1 The present practice of filling out requisitions in the District will be continued.

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

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

10.5 Recess

10.5.1 The present procedures 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.

10.6 Collection of Monies

10.6.1 Teachers will not be required to collect money during the school year as far as administratively possible.

10.7 Petty Cash

10.7.1 A petty cash fund of ten to fifteen dollars (\$10 to \$15) per building will be established and maintained under the control of principals for the purpose of emergency purchases.

10.8 Daily Attendance Procedures

10.8.1 Teachers shall be responsible for daily attendance procedures.

10.8.2 Classroom teachers will not be required to tabulate attendance summary records or enter attendance in CA 60's.

10.9 Duplicating of Instructional Materials

10.9.1 Duplicating and typing of ditto masters will be performed by the individual school offices.

10.9.2 In the high school, the Board agrees that it is its intent to provide a secretary who coordinates teacher work requests and that it intends to keep one

such secretary continuously available for typing, duplicating, stapling, etc.; and, in times of heavy need, additional help will be provided. The Board agrees that there will be no decrease in the prevailing level of services.

10.10 Delivery Service

10.10.1 Supplies requisitioned shall be delivered to the building and within two (2) working days the teacher will be notified.

10.10.2 Every effort will be made by the building administration to deliver requisitioned supplies weighing thirty-five (35) pounds or more to the classrooms.

10.11 Class Size

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-one (31) students as the maximum, and if at any time the elementary classroom exceeds thirty-one (31) in the school year then a merit rate of \$3.00 per student for each student in the overload will be paid per day.

In grades 7 through 12 class size shall not exceed thirty-one (31) students per class averaged over a week. Anytime a student load exceeds this limit, a merit rate of \$3.00 per day per student overload will be paid.

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

10.11.2 Overload Pay

A classroom teacher who is absent shall receive the overload pay during the first six (6) consecutive instructional days of the absence. Commencing with the seventh (7th) day the overload pay shall be paid to the substitute teacher/teachers. Such payment shall be returned to the regular teacher on the first day of his/her return to work.

10.11.3 Teachers will be provided assistance with the evaluation of student compositions in the following classes:

Junior High Composition/Grammar
Senior High Imaginative Writing
College Grammar and Composition
Grammar

whenever these classes exceed 30 students.

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

10.13 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, store rooms, project rooms, multi-purpose rooms, libraries, and bathrooms.

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.

10.14 The Administration will make an effort to provide proper environment and equipment for special services teachers and their pupils. At a minimum chalk boards, bulletin boards, and electrical outlets will be provided, as well as mirrors for speech teachers and a storage space in each building for records for special teachers.

10.15 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.

10.16 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.

10.17 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.

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

10.19 Telephones

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

10.20 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.

10.21 Association Conferences

The Board of Education shall permit a person or persons designated by the Association a maximum of fifteen (15) 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.

10.22 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, and area of competence, keeping in mind the total educational program.

No new staff member shall be hired until all staff on leave in accordance with this section have been offered an opportunity in writing to return to active employment, provided they are certified for the available position. Seniority, certification, and area of competence will be followed when rehiring laid off teachers.

Area of competence is effective for all employees hired after July 1, 1987, in the subject areas of English, math, science and social studies.

10.22.1 Seniority is defined as years of service to the Bridgeport-Spaulding Community School District as a member of the bargaining unit. Employees who have had their seniority interrupted by termination of employ-

ment with the Bridgeport-Spaulding Community School District shall be placed on the seniority list with a hire date reflecting total district seniority, but will be less senior than other employees with the same date of hire.

10.22.2 Nothing in this Agreement disparages nor denies seniority granted to persons who were on the administrative staff prior to August 31, 1982.

10.22.3 In the circumstances of more than one (1) individual beginning employment on the same date, two (2) representatives of the Association and two (2) representatives of the Board will participate in a drawing to determine position on the seniority list. Teacher(s) so affected will be notified in writing of the date, place and time of the drawing.

10.22.4 A laid off teacher may continue his/her health, dental and life insurance benefits by paying each month in advance the normal per subscriber group rate premium for such benefits to the Board, upon consent of the carrier.

10.23 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.

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

10.25 Release Time for BEA President
The Board agrees to release the BEA President for school board meetings called during school hours provided, (A) the BEA pay the cost of a substitute teacher, (B) the BEA President initiates notification of absence from class, (C) appropriate substitute arrangements can be made.

ARTICLE 11 TEACHER EVALUATION

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

11.1.1 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.

11.1.2 No documents, communications and records dealing with the processing or substances of a grievance shall be filed with the personnel files of the participants.

11.1.3 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.

11.1.4 Any tenure teacher who has not been evaluated for a three-year period may request an evaluation at the start of the school year. Such evaluation shall be conducted during the school year in accordance with the other sections of this Article.

11.1.5 The parties agree that the policy of not employing electronic devices to evaluate teachers without their consent will be continued.

ARTICLE 12 PROTECTION OF TEACHERS

12.1 Problem Children

12.1.1 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.

12.1.2 Students suspected of qualifying for special education services will be referred for evaluation to the Special Education Department. The student may be referred by any of the following: classroom teacher, administrators, parents, guardians, community agencies, physicians, or other concerned parties; in compliance with Public Act 198 of 1968 (Mandatory Special Education Act). It is understood that the procedure outlined in the law will be followed, and that this procedure will be provided in writing to all teachers.

12.1.3 The number of mainstreamed students per class shall be reviewed by the administration periodically to determine if the numbers are fairly distributed among the various classes. An attempt shall be made to avoid excessive numbers in any particular class.

12.2 In the event of an alleged student assault or battery on a teacher, or the display of a weapon, an informal hearing with the student and administrator will be held immediately, and if it is determined that the student did, in fact, engage in such behavior, the student will be immediately suspended from school, suspended from class, or receive other appropriate punishment.

12.2.1 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.

12.2.2 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.

12.3 Teacher evaluation of student progress is a professional decision of the teacher and shall be handled as a matter of strictest confidence.

ARTICLE 13 DISCIPLINE

13.1 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.

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

ARTICLE 14 GRIEVANCE PROCEDURE

14.1 Definition

14.1.1 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.

14.1.2 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 14.2 of Grievance Procedure, but shall not be subject to binding arbitration.

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

14.1.4 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.

14.2 Procedure

14.2.1 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.

14.2.2 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.

14.2.3 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.

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

14.2.5 If the grievance is not appealed within fifteen (15) working days, the Principal's decision will be final.

14.2.6 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.

14.2.7 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.

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

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

14.2.10 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 (10) days referred to above (step 9) the party choosing to arbitrate must give written notice to the other party, setting forth specifically the nature of the 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.

14.2.11 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.

14.2.12 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 arbitrator 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.

14.2.13 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.

14.2.14 All cases shall be presented to the Arbitrator 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.

14.2.15 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 the Board of Arbitrators. Should the decision of the Arbitrators result in a compromise decision the Arbitrators shall make a part of their decision a ruling as to how the above expenses shall be prorated.

ARTICLE 15 SUBSTITUTE TEACHERS

15.1 Substitute teachers will be paid at the following rate:

One day through 30 days	\$50 per day
Thirty days or more	\$60 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

15.2 Any teacher who is assigned to a specific teaching position for ten (10) consecutive school days as a replacement for a disabled or incapacitated teacher shall be placed on the regular starting salary scale for degree held 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 16
 PROFESSIONAL COMPENSATION

16.1 Salaries

1986-87

Experience Level	BA	MA	MA+30
0	18,661	19,564	20,869
1/2	18,862	19,765	21,069
1	19,063	19,966	21,270
1-1/2	19,364	20,267	21,571
2	19,665	20,568	21,872
2-1/2	19,966	20,869	22,173
3	20,267	21,170	22,474
3-1/2	20,568	21,471	22,775
4	20,869	21,772	23,076
4-1/2	21,320	22,223	23,527
5	21,772	22,675	23,979
5-1/2	22,223	23,126	24,430
6	22,675	23,578	24,882
6-1/2	23,126	24,029	25,333
7	23,578	24,481	25,785
7-1/2	24,029	24,932	26,236
8	24,481	25,383	26,688
8-1/2	25,083	26,036	27,390
9	25,684	26,688	28,092
9-1/2	26,286	27,340	28,795
10	26,888	27,992	29,497
10-1/2	27,490	28,644	30,199
11	28,092	29,296	30,902
11-1/2	28,694	30,149	31,855

12	29,698	31,002	32,808
12 1-1/2		32,106	34,062
13		33,209	35,316

1987-88

0	19,586	20,534	21,902
1/2	19,796	20,744	22,113
1	20,007	20,955	22,324
1-1/2	20,323	21,271	22,640
2	20,639	21,586	22,955
2-1/2	20,955	21,902	23,271
3	21,271	22,218	23,587
3-1/2	21,586	22,534	23,903
4	21,902	22,850	24,219
4-1/2	22,376	23,324	24,693
5	22,850	23,798	25,167
5-1/2	23,324	24,272	25,641
6	23,798	24,746	26,114
6-1/2	24,272	25,219	26,588
7	24,746	25,693	27,062
7-1/2	25,219	26,167	27,536
8	25,693	26,641	28,010
8-1/2	26,325	27,325	28,747
9	26,957	28,010	29,484
9-1/2	27,589	28,694	30,221
10	28,220	29,379	30,958
10-1/2	28,852	30,063	31,695
11	29,484	30,748	32,432
11-1/2	30,116	31,433	33,169
12	31,169	32,538	34,433
12-1/2		33,696	35,749
13		34,854	37,066

1988-89

0	20,683	21,683	23,129
1/2	20,905	21,906	23,351
1	21,127	22,128	23,574
1-1/2	21,461	22,462	23,907
2	21,795	22,795	24,241
2-1/2	22,128	23,129	24,574
3	22,462	23,463	24,908
3-1/2	22,795	23,796	25,242
4	23,129	24,130	25,575
4-1/2	23,629	24,630	26,076
5	24,130	25,130	26,576
5-1/2	24,630	25,631	27,076
6	25,130	26,131	27,577
6-1/2	25,631	26,632	28,077
7	26,131	27,132	28,578

7-1/2	26,632	27,632	29,078
8	27,132	28,133	29,578
8-1/2	27,799	28,856	30,357
9	28,466	29,578	31,135
9-1/2	29,134	30,301	31,913
10	29,801	31,024	32,692
10-1/2	30,468	31,747	33,470
11	31,135	32,469	34,249
11-1/2	31,802	33,191	35,027
12	32,469	33,914	35,806
12-1/2		34,637	36,584
13		35,360	37,363

16.2 Longevity

After 14 years teaching - \$600 above salary step
 After 20 years teaching - \$800 above salary step
 After 25 years teaching - \$1000 above salary step

16.2.1 Longevity shall be defined as years of service (on the active payroll) in the Bridgeport-Spaulding Community School District and any Board approved credit granted upon time of employment.

16.3 Salary Adjustments

16.3.1 Salary adjustments shall be made on an annual basis. Teachers employed by the District for any portion of a semester shall be granted one semester of experience credit. Annual salaries for teachers having a half-year experience, at the start of the school year, shall be equal to the average of the two salary steps within which the teacher falls.

16.3.2 When teachers are employed or recalled their experience outside the Bridgeport-Spaulding Community School District shall be evaluated by the Board of Education and credit may be allowed whenever the prior service of the teacher is deemed satisfactory.

16.3.3 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.

16.4 The above salary payments are for 184 days (185 for new teachers) per school year. Teachers who are required to work longer will have their salary adjusted accordingly in an amount equal to their normal pay. In the event that the State of Michigan extends the school year, teachers will receive additional compensation at their daily rate of pay.

16.4.1 A teacher's daily rate of pay is determined by dividing his contracted salary by the contracted number of days in Article 16.4.

16.4.2 Hourly pay is determined by dividing daily pay by the number of contract hours in Article 6.

ARTICLE 17
NON-ROUTINE ASSIGNMENTS

17.1 Teachers who agree to give up their preparation period to substitute in a class will receive \$8.00 per class. (The parties agree that no violation of this will occur when members of the administration substitute in class).

In the event unforeseen and emergency circumstances result in an elementary teacher being required to spend more than twenty-five (25) hours of instruction time in one week before students, the teacher will receive extra compensation in an amount equal to his/her hourly rate of pay as defined in 16.4.2.

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

17.3 Chaperone school dances	\$ 5.00
Game manager varsity boys football, hockey, and basketball	\$20.00
Others	\$17.00
Ticket sellers/crowd control varsity boys football, hockey and basketball	\$10.00
Others	8.00

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

Adult High School	\$14.50
Driver Education	14.50
Summer High School Completion	14.50
Board-mandated in-service beyond regularly scheduled hours	14.50

17.5 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.

In the elementary developmental program where the teacher provides physical education instruction to his/her own class, thereby exceeding the limit of twenty-five (25) hours of weekly instructional time, the teacher will receive extra compensation equal to his/her hourly rate of pay as defined in 16.4.2.

ARTICLE 18
EXTRA-CURRICULAR ASSIGNMENTS

18.1	1	2	3	4	5
FOOTBALL					
Head Varsity	1825	2030	2235	2440	2550
Ass't. Var/Head JV	1100	1240	1385	1530	1700
Ass't. JV/Head 9th	1040	1180	1325	1470	1620
9th Ass't.	950	1070	1200	1330	1480
7th/8th Ass't.	900	1020	1140	1260	1390
BASKETBALL					
Head Varsity	1825	2030	2235	2440	2550
Ass't. V/Head 9	1100	1240	1385	1530	1700
Ass't. 7th/8th	950	1070	1200	1330	1480
BASEBALL, SOFTBALL & TRACK					
Head Varsity	1350	1490	1650	1800	1950
Ass't. H.S.	1060	1190	1320	1450	1580
8th and 9th	750	850	950	1060	1170
WRESTLING					
Head Varsity	1500	1650	1800	1950	2100
Ass't. HS	1000	1120	1240	1360	1480
8th/9th	900	1000	1100	1200	1300
GOLF, TENNIS & X-COUNTRY					
Head Varsity	760	870	980	1090	1200
HOCKEY					
Head Varsity	1500	1650	1800	1950	2100
VOLLEYBALL					
Head Varsity	1500	1650	1800	1950	2100
Ass't. HS	1000	1120	1240	1360	1480
9th	900	1000	1100	1200	1300
8th	300	400	500	600	700

Cheerleader Advisors

Head High School \$375 per athletic season
Ass't. HS \$300 per athletic season
Ass't. 8th /9th \$200 per athletic season

POM PON SQUAD	375
DECA CLUB ADVISOR	350
DRIVER ED DIRECTOR	550
H.S. YEARBOOK	500
J.H. YEARBOOK	300
NAT. HONOR SOCIETY ADV.	350
CLUB ADVISORS	75
10th and 11th ADVISORS	150
12th GRADE ADVISOR	350
VOCAL MUSIC CONCERTS (H.S., JH AND ELEM) *	50 ea. with prior approval * With Principal Approval
ATHLETIC TRAINER	25 per game
H.S. BAND DIRECTOR	1000
J.H. BAND DIRECTOR	500
H.S. STAGE BAND DIR.	400
H.S. DRAMA COACH	400 per play

*With principal approval.

18.2 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.

ARTICLE 19
FRINGE BENEFITS

19.1 Leaves

19.1.1 Sick leave and disability (includes disability for pregnancy) at full pay is provided for all regular professional employees at the rate of thirteen (13) days per school year.

19.1.2 Unused days may be accumulated up to a maximum of one hundred forty-three (143) days.

19.1.3 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

19.2 Miscellaneous Provisions of Sick Leave

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

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

19.2.3 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.

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

19.2.5 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.

19.2.6 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.

19.2.7 The Board shall provide benefits as outlined in Article 19.10.2 for teachers who are on sick leave or long term disability in accordance with the following conditions.

Upon carrier approval, benefits will be provided one month for each year or fraction thereof of district seniority or one month for every 10 days' of remaining paid sick leave time, whichever is greater, but not less than 3 months nor more than 15 months. Computations for purposes of this article shall commence on the first day of the disability, except those employees who first become disabled during the summer recess shall have the first day of disability computed on the first assigned work day.

19.3 Business Day

19.3.1 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.

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

19.3.3 Business days may not be accumulated.

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

19.3.5 A subpoena shall be considered as proper use of this Article.

19.4 Personal Leave

19.4.1 Leaves of absence for up to one (1) year may be granted upon recommendation of the Superintendent and approval of the Board. Teachers will be returned to a position for which they are qualified. The period of absence will not be considered as advancement on the salary schedule unless such approval was granted prior to the leave, in writing, by the Board.

19.5 Child Care Leave

19.5.1 An unpaid leave of absence up to one (1) year shall be granted for the purpose of child rearing upon receipt of satisfactory professional recommendations that the refusal of such leave will be detrimental to the child's health or well being. Teachers will be returned to a position for which they are qualified.

19.6 Military Leave

19.6.1 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.

19.7 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 100% of his regular salary less jury duty pay.

19.8 Tuition Costs

The Board shall reimburse tuition costs for teachers who have earned a permanent certificate or who have incurred tuition costs beyond those required for continuing certificate as verified by the university 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 ten (10) hours per teacher per year.
- e. Classes otherwise funded shall not be accepted under this clause.

19.9 Mileage

Teachers shall be reimbursed at the rate of twenty-two (22) cents per mile for authorized travel.

19.10 Insurance

19.10.1 Twelve Month Coverage

The Board shall provide benefits as outlined in Article 19.10.2 for the months of July, August and September for all teachers of record and receiving benefits on June 1, unless disqualified by some other section of this contract.

The Board shall be responsible for providing employees insurance information including applications, and claim materials as provided by the carrier.

Payroll deductions shall be available for all MESSA Programs not paid for in part or in whole by the Board.

19.10.2 Upon submission of a written application, the Board shall provide a contribution toward MESSA Pak #379 Plan A or B as defined by MESSA for all full time bargaining unit employees.

Effective August 1, 1986, the Board of Education agrees to contribute the full premium less \$5.00 per month for Plan A and less \$2.00 per month for Plan B through August 31, 1989.

19.11 Attendance Merit Program

All employees who have been employed by the District for 15 years or more, and whose employment is mutually terminated, will be eligible for the attendance merit program.

Service credit for the merit will commence September 1, 1984.

District experience to qualify for the 15 years' eligibility will be made retroactive.

All sick leave accumulated over 50 days will be reimbursed at the rate of \$15.00 per day.

A merit rate of \$1.00 per day will be added to the above for employees absent 2.72% or less of their school year contract time each year it occurs. (All absences paid, unpaid, approved or unapproved will be counted. Only approved absences for school business and Association days will not be counted).

A merit of \$100 per year will be provided for each year the employee was absent less than 2.72% of their school year contract time.

ARTICLE 20
SCHOOL CALENDAR

1986-87

August 25	New Teacher Orientation
August 26	Work Day - All teachers
September 2	First Day of School
November 27 and 28	Thanksgiving
Dec. 22 thru Jan. 2	Christmas vacation
January 16	Record day - No students
February 17	In-Service
March 20	Vacation day - 3rd makeup day
April 3	Vacation day - 4th makeup day
April 17 - 24	Spring Vacation
May 25	Memorial Day
June 12	Record Day - No Students

185 New Teacher Days
184 Teacher Days
180 Student Days

Calendar will be extended beyond June 12 to meet state requirements and BEA contract obligations.

1987-88

August 28	New Teacher Orientation
August 31 and September 1	Work Day - All Teachers
September 2	First Day of School
September 7	Labor Day Holiday
September 8	Classes Resume
November 26 & 27	Thanksgiving
Dec. 24 thru Jan. 1	Christmas Vacation
January 15	Record Day - No Students
March 18	Vacation Day - 3rd makeup day
March 25	Vacation Day - 4th makeup day
April 1 - 8	Spring Vacation
April 22	Vacation Day - 5th makeup day
May 27	Vacation Day - 6th makeup day
May 30	Memorial Day
June 10	Record Day - No Students

185 New Teacher Days
184 Teacher Days
180 Student Days

Calendar will be extended beyond June 10 to meet state requirements and BEA contract obligations.

1988-89

August 26	New Teacher Orientation
August 29 & 30	Work Day - All Teachers
August 31	First Day of School
Sept. 5	Labor Day Holiday
Sept. 6	Classes Resume
November 24 & 25	Thanksgiving
December 23 - January 2	Christmas Vacation
January 13	Record Day - No Students
March 24 - 31	Spring Vacation
April 14	Vacation Day - 3rd makeup day
April 21	Vacation Day - 4th makeup day
April 28	Vacation Day - 5th makeup day
May 26	Vacation Day - 6th makeup day
May 29	Memorial Day
June 9	Record Day - No Students

185 New Teacher Days
184 Teacher Days
180 Student Days

Calendar will be extended beyond June 9 to meet state requirements and BEA contract obligations.

ARTICLE 21
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 22
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 23
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 24
TERMINATION

24.1 This Agreement shall become effective September 8, 1986 and shall remain in full force and effect until August 30, 1989.

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

24.3 IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their authorized representatives as of the 8th day of September, 1986.

BOARD OF EDUCATION OF THE BRIDGEPORT EDUCATION ASSOCIATION
BRIDGEPORT-SPAULDING
SCHOOLS

President

President

Secretary

Secretary

MEMORANDUM OF UNDERSTANDING

It is the intent of the parties to establish a pilot shared-time program during the term of this contract using the BEA proposal as a guideline for the program.

