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AGREEMENT

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Bedford Public Schools Board of Education

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MASTER AGREEMENT

between

THE BOARD OF EDUCATION

of the

BEDFORD PUBLIC SCHOOLS

and

THE BEDFORD EDUCATION ASSOCIATION

1969-70

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BEDFORD PUBLIC SCHOOLS
Temperance, Michigan

BEDFORD EDUCATION ASSOCIATION AGREEMENT

This agreement entered into this 1st day of July, 1969, by and between the Board of Education of the Bedford Public Schools, Monroe County, Michigan, hereinafter called the "Board," and the Bedford Education Association, hereinafter called the "Association."

WITNESSETH

WHEREAS the Board and the Association recognize and declare that providing a quality education for the children of Bedford is their mutual aim and that the character of such education depends predominantly upon the quality and morale of the teaching service, and

WHEREAS the members of the teaching profession are particularly qualified to assist in formulating policies and programs designed to improve educational standards, and

WHEREAS the Board has a statutory obligation, pursuant to Act 379 of the Michigan Public Act of 1965, to bargain with the Association as the representative of its teaching personnel with respect to hours, wages, terms, and conditions of employment, and

WHEREAS the parties, following extended and deliberate professional negotiations, have reached certain understandings which they desire to memorialize,

In consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE I

Recognition

A. The Board hereby recognizes the Association as the exclusive and sole bargaining representative for all certificated and professional personnel as follows: all teachers, social workers, counselors, librarians, nurses, physiotherapists, diagnosticians, psychologists, psychometrists, and other certificated personnel who may become Association members.

The term "teacher," whenever used in this agreement, except for professional compensation, shall refer to all personnel represented by the Association in the bargaining or negotiation unit as defined above; reference to male teachers shall include female teachers.

B. The Board agrees not to negotiate with any teachers' organization other than the Association for the duration of this agreement.

ARTICLE II

Association's and Teachers' Rights

A. Pursuant to the Michigan Public Employment Relations Act, the Board hereby agrees that every employee of the Board, as defined in Article I, Section A, shall have the right to freely 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. The Board undertakes and agrees that it will not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment, in any activities of the Association or collective professional negotiations with the Board, or his institution of any grievance, complaint, or proceeding under this agreement or otherwise with respect to any terms or conditions of employment.

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

C. The Association and its members shall have the right to use school buildings for meetings, subject to the policies of the Board.

D. Duly authorized representatives of the Association and their respective affiliates shall be permitted to transact official Association business on school property, provided that this shall not interfere with or interrupt normal school operations in the opinion of the building principal.

E. The Association shall have the right to use school facilities and equipment; such as, typewriters, mimeographing machines, other duplicating equipment, calculating machines, and all types of audio-visual equipment when such equipment is not in use and as long as the use of said equipment is approved by the school principal. The Association shall pay for the costs of all materials and supplies incident to such use.

F. The Association shall have the right to post notices of its activities and matters of Association concern on teacher bulletin boards, at least one of which shall be provided in each school building.

G. The Board specifically recognizes the right of its employees appropriately to invoke the assistance of the State Labor Mediation Board or a mediator from such public agency.

H. The Board agrees to furnish the Association with public information about the school district.

I. The private and personal life of any teacher is not within the appropriate attention or concern of the Board except as defined by the law, the Teachers' Code of Ethics, and the State Tenure Act.

J. The representatives of the Association and administration will meet monthly to discuss matters of mutual concern.

K. The Board shall give the Association an opportunity to speak to the Board at all regular and special Board meetings on educational planning. The Association president will be notified of all regular and special Board meetings. The tentative agenda for the Board meetings will be sent to the Association president at the same time as delivered to Board members.

ARTICLE III

Rights of the Board

A. The Board, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by law.

B. It is further recognized that the Board, in meeting such responsibilities and in exercising its powers and rights, acts through its administrative staff.

C. The Board shall provide suitable recognition for retiring teachers.

ARTICLE IV

Deductions for Professional Dues

A. Within thirty (30) days of the beginning of their employment hereunder, teachers may sign and deliver to the Board an assignment authorizing deduction of membership dues or assessments of the Association. Such authorization shall continue in effect unless subsequent to June 1 and prior to September 15 of any year such authorization is formally revoked by the teacher in writing.

B. The deduction of membership dues shall be made from each regular paycheck for ten (10) months, beginning in September and ending in June of each year; and the Board agrees to remit promptly to the respective Association all money so deducted, accompanied by a list of teachers from whom deductions have been made.

C. When the Supreme Court of the State of Michigan declares agency shop for Michigan public school employees legal or the Legislature of the State of Michigan passes a law authorizing agency shop in public schools, the provisions of the agency shop article submitted herein shall be included in the master agreement between the Association and the Board. These provisions shall become effective the school year following the declaration by the Supreme Court or the enactment of legislation.

Any teacher who is not a member of the Association in good standing or who does not make application for membership within thirty (30) days from the date of commencement of teaching duties shall as a condition of employment pay as a fee to the Association an amount equal to membership dues payable to the Association, the NEA, and the MEA. The teacher may authorize payment by payroll deduction plan or may pay directly to the Association. If in the event the teacher does not authorize payroll deduction or make payment directly to the Association, the Board shall notify such teacher of termination of his employment ten (10) school days hence unless he complies with the terms of this article. The parties expressly recognize that the failure of any teacher to comply with the provisions of this article is just and reasonable cause for discharge from employment.

ARTICLE V

Teaching Hours

A. The scheduling of classes in both the elementary and the secondary schools shall be established by the administrative staff. The teachers will not be required to sign in in the principal's office more than twenty (20) minutes before the start of their school day (tardy bell) nor remain more than fifteen (15) minutes after the dismissal bell, except on Fridays or the days preceding holidays or vacations when the teachers' day shall end right after the busses leave. Staff and in-service meetings are not limited by this section.

The Board and the Association, recognizing the importance of class hours, do mutually agree to create, prior to November 1, 1969, a committee composed of three administrators and three members of the Association. The purpose of the committee will be to study the optimum class hours for the Bedford Public Schools. Their report, which shall be issued by April 15, 1970, shall be given major cognizance by the negotiating teams in future negotiations.

B. All teachers shall be entitled to a 30-minute, duty-free, uninterrupted lunch period.

C. The normal weekly teaching load in the senior high school will be twenty-five (25) teaching periods, five (5) homeroom periods, and five (5) unassigned preparation periods or not to exceed 5 1/2 hours of pupil contact per day. Assignment to a supervised study period shall be considered a teaching period for purposes of this article.

D. Elementary teachers may use for preparation all time during which their classes are receiving instruction from various teaching specialists.

E. Teachers of music, art, the laboratory sciences, librarians, speech therapists, reading consultants, visiting teachers, counselors, and all special education teachers shall be provided with relief and preparation time to the same extent as other teachers in the district.

F. If a teacher shall substitute during his preparation period, he shall receive an additional compensation of five dollars (\$5) for each teaching period in excess of such norms.

G. The salary schedule is based upon a normal weekly teaching load, as hereinafter defined in this article, from Labor Day to the 2d Friday of June during normal teaching hours. The teacher shall be paid at the rate

of five dollars (\$5) per hour in addition to his base salary or given equivalent released time for all time spent after the regular school day, when ordered in writing by the Board for the following activities: Parent-Teacher conferences, PTA meetings, supervision of extra-curricular activities of students, and teachers' meetings extending more than one hour beyond school time of any day, or on Saturdays, Sundays or holidays, and attendance at any educational or civic functions where attendance is not voluntary. Extra-duty assignments for which a salary schedule has been established are excluded from the application of this section.

H. A teacher engaged during the school day in negotiating in behalf of the Association with any representative of the Board or participating in any professional grievance negotiation shall be released from regular duties without loss of salary or sick leave days. The time of these negotiations shall be mutually agreed upon.

I. A total of twenty (20) man days shall be granted to the Association to use at the discretion of the Association for MEA or NEA conferences for the advancement of the profession. The Director of Personnel and Employee Relations shall be notified in writing by the Association three (3) days in advance.

ARTICLE VI

Teaching Conditions and Class Loads

The parties recognize that the availability of optimum school facilities for both student and teacher is desirable to insure the high quality of education that is the goal of both teacher and the Board. It is also acknowledged 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 at insuring that the energy of the teacher is primarily utilized to this end.

A. Because the pupil-teacher ratio is an important aspect of an effective education program, the parties agree that class size should be lowered wherever possible to meet the optimum standards except in traditional large group instruction or experimental classes where teachers have voluntarily agreed to exceed these maximums:

1. Enrollment in the elementary grades shall be established at a pupil-teacher ratio of 30 to 1 with a maximum deviation of two pupils permitted. In the event it becomes necessary to establish combination classes, the assigned students shall be determined by a committee composed of administrators,

specialists, and the involved classroom teachers. Pupil-teacher ratio in the combination classes shall not exceed 30 to 1.

As soon as facilities are available, the Board will reduce class loads in the elementary grades.

The Board and the Association, recognizing the importance of a reduced pupil-teacher ratio, do mutually agree to create, prior to December 1, 1969, a committee composed of two Board members, three Association members, and one elementary school administrator. The purpose of the committee will be to study the optimum pupil-teacher ratio for the Bedford Public Schools. Their report, which shall be issued by April 15, 1970, shall be given major cognizance by the negotiating teams in future negotiations.

2. There shall be a committee formed no later than October 1, 1969, to study the feasibility of having non-graded classes in the elementary schools when building room is available. The committee is to be composed of administrators, specialists, and teachers.

3. The maximum class load in the junior and senior high schools shall follow the North Central standards for senior high school, where possible.

4. Special Education -- special classes for handicapped or mentally retarded:

Optimum - 10
Maximum - 15

B. The Board recognizes that appropriate texts, library reference facilities, maps and globes, laboratory equipment, audio-visual equipment, art supplies, physical education, current periodicals, standard tests, and similar materials are the tools of the teaching profession. The Board's representatives will confer from time to time for the purpose of improving the selection and use of such educational tools, and the Board undertakes to implement promptly all joint decisions thereon made by its representative and the Association.

C. The Board agrees to make available in each school adequate typing and duplicating facilities to aid teachers in the preparation of instructional material.

D. The Board shall provide:

1. A separate desk for each teacher in the district with lockable drawer space.

2. Suitable closet space for each teacher to store clothing and personal articles

3. An appropriate dictionary in every classroom
4. Adequate storage space in each classroom for instructional materials
5. Adequate attendance books, paper, pencils, pens, chalk, erasers, and other such materials required in daily teaching responsibility
6. Playground supervisors during the pupils' lunch-period recess
7. Upon application by the teacher, such protective clothing as is required by the teaching assignment. Proper laundering service for all of said items shall be provided without charge to the teacher.
8. A program for attendance summaries and collection of money other than by teachers. This will include but not be limited to: milk, picture, and book money.

E. The Board shall make available in each school adequate lunchroom, restroom, lavatory facilities exclusively for adult use, and at least one room appropriately furnished which shall be reserved for use as a faculty workroom in which smoking shall be permitted, excluding outlying school buildings where existing facilities are inadequate.

F. Telephone facilities shall be made available to teachers for their reasonable use.

G. Teachers shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety, or well-being.

H. Busses shall be made available to the teachers subject to the approval of the principal for field trips, inter-school programs, and other education activities.

ARTICLE VII

Department Chairmen

A. The secondary schools shall have department chairmen. Such chairmen shall be considered as consultants.

B. The duties of a department chairman shall be but not be limited to:

1. Coordinate subject matter at all levels, including the elementary level, to insure unnecessary duplication and and adequate coverage of subject matter;

2. Work closely with the Director of Instruction and principals to develop concrete plans for carrying out curriculum and instructional changes so that they are understandable and can readily become part of the educational program in the classroom;

3. Serve as a liaison between the teachers of the department and the school administration and to perform such other duties as prescribed by the administration if mutually agreeable with the departmental chairmen.

ARTICLE VIII

Qualifications and Assignments

A. No new teacher shall be employed for a regular teaching assignment who does not possess a bachelor's degree from an accredited college or university except on a temporary basis (a semester or less). Said temporary teacher may be employed only after the regular school year has begun and only with the full knowledge and consent of the Executive Board of the Association.

Said temporary teacher shall be reimbursed at the rate of a non-degree teacher and shall not be considered a member of the bargaining unit.

B. Teachers entering the vocational area without a bachelor's degree must have at least seven (7) years' experience on the job or a combination of work and college totaling seven (7) years. The year prior to his entering the system must have been spent in his vocational area, a closely related area, or an accredited school for vocational certification. Said vocational teacher shall be brought in at the fifth step on the salary schedule.

C. Since pupils are entitled to be taught by teachers who are working within their areas of competence, teachers shall not be assigned, except temporarily and for good cause, outside the scope of their teaching certificates or their major or minor fields of study, and with the approval of the teacher in each instance.

D. Teachers who will be affected by changes in grade assignments in the elementary schools or subject assignments in the secondary schools shall be notified of their positions for the coming year by June 1 - these assignments to be based on present student enrollment of that date. Should a change in student population require reassignment after June 1, no elementary teacher shall be required to change more than two (2) grades. Any change in assignments after June 1 shall be made by mutual consent or seniority. System seniority may only be used within the two grade level in the building in which the change has occurred.

E. Any assignments in addition to the normal teaching schedule during the regular school year shall not be obligatory but shall be with the consent of the teacher. Preference in making such assignments will be given to teachers employed regularly in the district. Assignments related to this section include but are not limited to adult education courses, extra duties enumerated in Schedule B, and summer courses.

F. All such assignments will be stated in writing and listed separately on each teacher's contract.

ARTICLE IX

Vacancies, Promotions, and Transfers

A. Whenever any vacancy in a professional position shall occur, the Superintendent will give written notice of such vacancy to the Association, including a general statement of the qualifications required. This notice will be publicized in the Superintendent's bulletin or in a general bulletin, whichever is most expedient. No vacancies will be filled, except on a temporary basis, within ten (10) school days during the school year from the date of distribution of the bulletin and within fourteen (14) calendar days of the notice of the Association during the non-school months.

B. The Board declares its support of a policy of filling vacancies, including vacancies in supervisory positions, from within its own teaching staff whenever possible. Vacancies shall be filled on the basis of experience, competency, and qualifications of the applicant, length of service in the district, and other relevant factors. Any teacher may apply for a vacancy. "Service" in the system, for the purposes of this agreement, shall mean continuous employment in the school district.

C. The Board recognizes that it is desirable in making assignments to consider the interests and aspirations of its teachers. Request by a teacher for a transfer to a different class, building, or position shall be made in writing, one copy of which shall be filed with the Director of Personnel and Employee Relations and one copy filed with the Association.

The applicant shall set forth the school, grade or position sought, and the applicant's academic qualifications. Such request shall be renewed once each year to assure active consideration by the Board. (Request for Transfer or Change of Assignment forms are available at the Personnel Office.)

D. Any teacher who shall be transferred to a supervisory or executive position and shall later return to a teacher status shall be entitled to retain all the accumulated benefits as he may have had under this agreement prior to such transfer and while serving in a supervisory or executive position.

ARTICLE X

Sick Leave

A. All teachers absent from duty because of personal illness who have been in the employ of the Board for less than two (2) years shall be allowed to draw upon their unearned sick leave up to a maximum of ten (10) days. Teachers who have been in the employ of the Board more than two years and who are absent from duty because of personal illness shall be allowed to draw upon their unearned sick leave up to a maximum of twenty (20) days. Unearned sick leave used in the manner described above shall not be deducted from earned future sick leave at a rate greater than five (5) days per year.

Employees who leave the school system and whose sick leave account is not in balance shall have their salaries reduced proportionately.

B. Absences due to injury or illness incurred in the course of the teacher's employment shall not be charged against the teacher's sick leave days. The Board shall pay to such teacher the difference between his salary and the benefits received under the Michigan Workman's Compensation Act for the duration of such absence.

C. Each teacher shall be entitled to one day's sick leave for each month of employment or major fraction thereof, and the portion of each year's unused leave which shall be available in future years. There shall be no limit to the number of sick-leave days a teacher may accumulate.

D. The Board reserves the right to require a doctor's certificate or other evidence of illness for a teacher's absence in excess of five (5) days. Requested examinations shall be at the Board's expense.

ARTICLE XI

Sabbatical Leave

A. Teachers who have been employed for seven (7) years may be granted a sabbatical leave for up to one (1) year. During said leave, the teacher shall be considered to be in the employ of the Board and shall be paid one-half (1/2) his annual salary and receive all benefits due him.

B. A teacher upon returning from a sabbatical leave shall be restored to his former position or to a position of like nature and status, and he shall be placed at the same position on the salary schedule as he would have been had he taught in the district during such period.

C. No more than two (2) teachers shall be on sabbatical leave at one time.

ARTICLE XII

Leave of Absence

A. Any teacher whose personal illness extends beyond the period compensated under Article X shall be granted a leave of absence without pay for the illness period. The Board may renew this leave at its option. Upon return from leave, a teacher shall be assigned to the same position, if available, or a substantially equivalent position. Application of this policy shall be considered only at the beginning of each semester.

B. Leaves of absence with pay chargeable against the teacher's sick leave allowance shall be granted for the following reasons:

1. A maximum of five (5) days per school year for a critical illness in the immediate family. Immediate family shall be interpreted as father, mother, husband, wife, child, sister, brother, or a dependent of the immediate household residence.

2. One (1) day when emergency illness in family requires a teacher to make arrangements for necessary medical or nursing care.

C. Leaves of absence with pay not chargeable against the teacher's allowance shall be granted for the following reasons:

1. A maximum of five (5) days for a death in the immediate family. Immediate family shall be interpreted as father, father-in-law, mother, mother-in-law, husband, wife, child, sister,

brother, daughter-in-law, or son-in-law. One (1) day for a death of a grandparent, brother-in-law, or sister-in-law. If travel time is necessary it shall be granted by the building principal. The total travel time shall not exceed four (4) days.

2. At the beginning of every school year, each teacher shall be credited with two (2) days to be used for the teacher's personal business. A personal business day may be used at the discretion of the teacher for legitimate business. A teacher planning to use a personal leave day or days shall notify the Director of Personnel and Employee Relations at least three (3) days in advance, except in cases of emergency. A teacher may be asked to explain the reason for any personal leave requested for a school day.

3. A teacher called for jury duty or subpoenaed as a witness to give testimony before any judicial tribunal for any crime greater than a misdemeanor shall be compensated for the difference between his regular teaching pay and the gross amount received for the performance of such obligation. The teacher shall get a signed statement from the judicial clerk of courts stating dates served, name of defendant, nature of offense, and the total amount of compensation received. The above statement shall be presented to the Director of Personnel and Employee Relations.

D. Leaves of absence without pay for not more than one year shall be granted upon application for study or research approved by the Board. The regular salary increment occurring during such period shall be allowed. Teachers on study or research leave shall be entitled to the same insurance benefits as the regular teaching employees. Accumulated sick leave days shall remain unchanged during this leave. Upon return from leave a teacher shall be assigned to the same position, if available, or a substantially equivalent position.

E. All maternity leaves shall be for a minimum period of the semester during which the child is expected to be born.

F. Teachers who are officers of the state association or are appointed to its staff should, upon proper application, be given leave of absence without pay for the purpose of performing duties for any recognized education association with national affiliation. Teachers given leaves of absence for one year without pay shall receive credit toward annual salary increment on the schedule appropriate to their rank.

G. Upon application, the Board shall grant a leave of absence without pay to any teacher to campaign for or to serve in a public office. Leave of absence granted under this section shall not be counted as time taught.

H. Returning to work following a leave as defined in Sections A, E, F, and G will be permitted only at the beginning of a semester. Return at the beginning of second semester shall be contingent on existing vacancies.

ARTICLE XIII

Retirement Pay

A. If a teacher has completed ten (10) or more years of service in the Bedford school system, he will be paid ten dollars (\$10) per day, not to exceed one hundred (100) days of unused sick leave if he terminates his employment under any of the following circumstances:

1. Voluntary retirement under the provisions of the State Retirement Act or after twenty-five (25) years of service within the school system
2. Forced retirement prior to regular retirement age for health reasons
3. Upon death, while in the employ of the Board. The sum accrued shall be paid to the estate of the deceased.

ARTICLE XIV

Insurance Protection

A. The Board agrees to pay one hundred percent (100%) of the cost of Super Med health insurance for all certified personnel and this shall include immediate dependents of the certified personnel. The Association shall encourage those of its membership who are already covered by hospitalization carried by their spouses to take the alternate protection plan which includes weekly sick benefits plus personal life insurance.

ARTICLE XV

Teacher Evaluation

A. All monitoring or observing of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher. The use of eavesdropping, closed-circuit television, public address or audio systems, and similar surveillance devices shall be strictly prohibited.

B. No teacher shall be warned, reprimanded, or disciplined in the presence of pupils or at a public meeting by the Board or administrative staff.

C. No teacher shall be disciplined, reprimanded, reduced in compensation, or deprived of any professional advantage without just cause. Adverse evaluation of teacher performance asserted without just cause by the Board or any agent or representative thereof shall be subject to the professional grievance negotiation procedure hereinafter set forth.

D. The work performance of all teachers shall be evaluated in writing. Probationary teachers shall be evaluated at least twice every school year. Tenure teachers shall be evaluated at least once every two years.

E. A copy of the written evaluation shall be submitted to the teacher within ten (10) days thereafter, and the teacher shall have the opportunity to review the evaluation report.

F. All teachers (probationary and tenure) being relieved from their positions (position means employment in the school system and not assignment) because of a reduction of staff or elimination of a program and the Association shall be notified in writing at least sixty (60) days prior to the close of the school year (the close of the school year being the last day of pupil attendance).

A tenure teacher shall not be relieved from his position because of a reduction in staff while a probationary teacher is retained in a position which the tenure teacher is qualified to fill.

Tenure teachers shall be relieved from their positions because of a reduction in staff in reverse order of employment. Seniority shall be determined by the total number of years of continuous service in the Bedford system to include legitimate leaves of absence. The teacher shall be allowed movement within areas of his certification as stated in Article VIII, Paragraph C, of the master agreement. In case of elimination of a program, teachers with certification in other areas shall maintain their seniority.

Tenure teachers so relieved from their positions because of a reduction in staff shall be re-employed in order of length of service in the Bedford system before probationary teachers are added to the staff in areas which the tenure teachers are qualified to fill.

Teachers eligible for tenure at the end of the current school year who would have been recommended for tenure shall have placed in their Bedford Public Schools personnel records a letter stating that they would have been recommended for tenure if not for the layoff.

ARTICLE XVI

Professional Behavior

A. The Association shall deal with ethical problems arising under the Code of Ethics of the Education Profession in accordance with the terms thereof, and the Board recognizes that the Code of Ethics of the Education Profession is considered by the Association and its membership to define acceptable criteria of professional behavior.

B. The Association recognizes that abuses of sick leave or other leaves, chronic tardiness or absence, willful deficiencies in professional performance, or other violations of discipline or of the Code of Ethics of the Education Profession shall be reported promptly to the offending teacher and to the Association. The Association will use its best efforts to correct breaches of professional behavior by any teacher and, in appropriate cases, may institute proceedings against the offending teacher.

C. A teacher shall at all times be entitled to have present a representative of the Association when he is being reprimanded, warned, or disciplined for any infraction of rules or delinquency in professional performance. When a request for such representation is made, no action shall be taken with respect to the teacher until such representative of the Association is present.

ARTICLE XVII

Professional Improvement

A. The parties support the principle of continuing training of teachers, participation by teachers in professional organizations in the areas of their specialization, leaves of work on advanced degrees or special studies, and participation in community educational projects.

B. Any teacher upon request of the Board who enrolls in a course related to his instructional responsibilities at an accredited college or university shall receive full reimbursement from the Board for fees levied by the college or university upon successful completion of such course.

C. The Board agrees to provide, upon application to and approval of the Superintendent, the necessary funds for teachers who desire to

attend select professional conferences in their special areas. Travel, meals, lodging, and registration fees shall be deemed appropriate expenses of the Board. Substitutes will be furnished at the Board's expense. A teacher attending such conferences and meetings shall be granted sufficient leave time to attend without loss of compensation.

ARTICLE XVIII

Protection of Teachers

A. The Board and the administrative staff recognize their responsibility to give all merited support and assistance to teachers with respect to the maintenance of control and discipline in the classroom. Pupils appearing to require the attention of specialized personnel shall be referred to the administrative staff, who shall take immediate steps to provide diagnostic services. Removal of the pupil from the classroom shall be contingent upon the results of the diagnostic evaluation.

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

C. If any teacher is complained against or sued as a result of any action taken by the teacher while in pursuit of his employment, the Board will provide legal counsel and render all necessary assistance to the teacher in his defense. In the event the accused is found guilty in a court of law, this article would not apply.

D. Time lost by a teacher in connection with any incident mentioned in this article shall not be charged against the teacher in the event the teacher is acquitted.

ARTICLE XIX

School Calendar

The Tuesday following Labor Day shall be devoted to pre-opening planning conferences. The first pupil attendance day shall be the Wednesday after Labor Day. Two teachers' institute days shall be observed if scheduled, and a county institute day shall be observed if scheduled. At least one day shall be provided at the end of each semester for the completion of teachers' records when pupils shall be excused from attendance.

ARTICLE XX

Professional Compensation

A. The salaries of teachers covered by this agreement are set forth in Schedule A, which is attached to and incorporated in this agreement. Such salary schedule shall remain in effect during the one-year term of this agreement, provided, however, that upon written notice to the other party at least sixty (60) days prior to the first day of May of every year of this agreement, either party may request the re-opening of negotiations of such salary schedule or any other clause or part of this agreement.

B. All teachers shall be given credit on the salary schedule set forth in Schedule A for all years of teaching experience inside or outside of this school district.

C. The Board shall reimburse degreed teachers under regular contract for college credits earned in areas related to their chosen fields at the rate of twenty dollars (\$20) per semester hour after ten (10) hours provided the teacher returns for a school year. This amount is to be paid upon the presentation of receipts and credits earned. This policy shall not be applicable to those teachers who receive grants from private foundations, state, federal, or local scholarship grants.

D. The salary schedule is based upon the regular school calendar and the normal teaching load as defined in this agreement. Reimbursement of one thousand two hundred dollars (\$1,200) will be paid to a teacher assuming an extra class for the school year.

E. The amount of five dollars (\$5) will be used as a "per hour" rate when such a payment is referred to in this agreement.

F. Teachers required in the course of their work to drive personal automobiles from one school building to another shall receive a car allowance of ten cents (10¢) per mile. The same allowance shall be given for use of personal cars for field trips or other business of the district. This section must be authorized by the Superintendent.

G. Extra duties will be compensated for in accordance with the Salary Schedule B.

ARTICLE XXI

Special Teaching Assignments

A. Supervision by a teacher of a student teacher shall be voluntary and no teacher shall supervise more than two (2) student teachers per school year and none simultaneously. A teacher shall receive special compensation for such efforts in the amount equal to the reimbursement by the university or college.

B. It shall be the responsibility of the administration to arrange for a substitute teacher. Substitute teacher shall be paid for a regular teaching day the sum of twenty-five dollars (\$25) per day.

ARTICLE XXII

Professional Grievance Procedure

A. A claim by a teacher or the Association that there has been a violation, misinterpretation, or misapplication of any provision of this agreement or any rule, order, or regulation of the Board may be processed as a grievance as hereinafter provided.

B. The grievant may invoke the formal grievance procedure on the form set forth in annexed Schedule C, signed by the grievant and a representative of the Association, which form shall be available from the Association representative in each building. A copy of the grievance form shall be delivered to the principal or supervisor. If the grievance involves more than one school building, it may be filed with the superintendent or a representative designated by him.

1. It shall be the responsibility of the grievant to reduce any grievance to writing on the regular grievance form provided by the Association within ten (10) working days of the alleged grievance.

C. Within three (3) school days of receipt of the grievance, the principal or supervisor shall meet with the Association in an effort to resolve the grievance. The principal or supervisor shall indicate his disposition of the grievance in writing within three (3) days of such meeting and shall furnish a copy thereof to the Association.

D. If the Association is not satisfied with the disposition of the grievance or if no disposition has been made within three (3) school days of such meeting (or six days from the date of filing, whichever shall be later) the grievance shall be transmitted to the Superintendent. Within five (5)

school days the Superintendent or his designee shall meet with the Association on the grievance, shall indicate his disposition of the grievance in writing within three (3) school days of such meeting, and shall furnish a copy thereof to the Association.

E. If the Association is not satisfied with the disposition of the grievance by the Superintendent or his designee or if no disposition has been made within three (3) school days of such meeting (or six school days from the date of filing, whichever shall be later), the grievance shall be transmitted to the Board by filing a written copy thereof with the secretary or other designee of the Board. The Board, no later than its next regular meeting or two calendar weeks, whichever shall be later, may hold a hearing on the grievance, review such grievance in executive session, or give such other consideration as it shall deem appropriate. Disposition of the grievance in writing by the Board shall be made no later than seven (7) days thereafter. A copy of such disposition shall be furnished to the Association.

F. If the Association is not satisfied with the Board's disposition of the grievance or if no disposition has been made within the period above provided, the grievance may be submitted to arbitration before an impartial arbitrator. If the parties cannot agree as to the arbitrator, he shall be selected by the American Arbitration Association in accord with its rules which shall likewise govern the arbitration proceeding. The Board and the Association shall not be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not previously disclosed to the other party. The arbitrator shall have no power to alter, add to, or subtract from the terms of this agreement. Both parties agree to be bound by the award of the arbitrator and agree that judgment thereon may be entered in any court of competent jurisdiction.

G. The fees and expenses of the arbitrator shall be shared equally by the parties.

H. If any teacher for whom a grievance is sustained shall be found to have been unjustly discharged, he shall be reinstated with full reimbursement of all professional compensation lost. If he shall have been found to have been improperly deprived of any professional compensation or advantage, the same or its equivalent in money shall be paid to him.

I. The time limits provided in this article shall be strictly observed but may be extended by written agreement of the parties. In the event a grievance is filed after May 15 of any year and strict adherence to the time limits may result in hardship to any party, the Board shall use its best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.

J. If any individual teacher has a personal complaint which he desires to discuss with a supervisor, he is free to do so without recourse to the grievance procedure. However, no grievance shall be adjusted without prior notification to the Association and opportunity for an Association representative to be present, nor shall any adjustment of a grievance be inconsistent with the terms of this agreement. In the administration of the grievance procedure the interests of the teachers shall be the sole responsibility of the Association.

ARTICLE XXIII

Negotiation Procedures

A. It is contemplated that hours, wages, and terms and conditions of employment not specifically covered by this agreement shall be subject to professional negotiations between them from time to time during the period of this agreement upon request by either party to the other. The parties undertake to cooperate in arranging meetings, selecting representatives for such discussions, furnishing necessary information, and otherwise constructively considering and resolving any such matters.

B. In the event the salary schedule is reopened for negotiation by either party, as provided in Article XX of this agreement, the parties will promptly negotiate for the purpose of reaching an agreement upon a revised salary schedule. At least sixty (60) days prior to the expiration of this agreement the parties will likewise begin negotiations for a new agreement covering wages, hours, terms, and conditions of employment of teachers employed by the Board.

C. In any negotiations described in this article, neither party shall have any control over the selection of the negotiating or bargaining representatives of the other party and each party may select its representatives from within or outside the school district. It is recognized that no final agreement between the parties may be executed without ratification by the Board and by a majority of the membership of the Association.

D. If the parties fail to reach an agreement in any such negotiations, either party may invoke the mediation machinery of the State Labor Mediation Board or take any other lawful measures it may deem appropriate.

ARTICLE XXIV

Miscellaneous Provisions

A. This Agreement shall supersede any rules, regulations, or practices of the Board which shall be contrary to or inconsistent with its

terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual teacher contracts heretofore in effect. All future individual teacher contracts shall be made expressly subject to the terms of this agreement.

B. If any provision of this agreement or any application of this 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.

C. Qualified teachers who are employed for the school year of 1967-68 and who are assigned to special education classes as defined by the Department of Education, with the adoption of the attached salary schedule, shall be placed on the regular schedule with a three hundred dollar (\$300) differential. Teachers already under contract, however, shall continue to receive the present differential of five hundred dollars (\$500).

D. The position of Director of Guidance will be grandfathered in at 1.25 of the top step of the master's schedule for 9 1/2 months' work as long as the person presently filling the position remains, and it will be dropped from the contract when said personnel changes.

E. Copies of this agreement shall be printed at the expense of the Board and the Association. This cost is to be shared equally.

ARTICLE XXV

Duration of Agreement

This agreement shall be in full force and effect from July 1, 1969, to and including June 30, 1970, and shall continue in full force and effect from year to year thereafter, unless written notice of desire to cancel or terminate the agreement is served by either party upon the other at least sixty (60) days prior to date of expiration.

Bedford Education Association

Bedford Board of Education

By _____
President

By _____
President

By _____
Secretary

By _____
Secretary

Dated this _____ day of _____, 1969.

SALARY SCHEDULE A - 1969-70

<u>Service Year</u>	<u>Non-Degree</u>	<u>B. A. Degree</u>	<u>B A plus 15</u>	<u>M. A. Degree</u>	<u>M. A. plus 15</u>
1	\$5,300	\$6,826.60	\$7,094.10	\$7,629.10	\$8,025.00
2	5,400	7,040.60	7,308.10	7,843.10	8,239.00
3	5,500	7,254.60	7,522.10	8,057.10	8,453.00
4	5,600	7,575.60	7,843.10	8,378.10	8,774.00
5	5,700	7,896.60	8,164.10	8,699.10	9,095.00
6	5,800	8,217.60	8,485.10	9,020.10	9,416.00
7	5,900	8,645.60	8,913.10	9,448.10	9,844.00
8	6,000	9,073.60	9,341.10	9,876.10	10,272.00
9	6,100	9,501.60	9,769.10	10,304.10	10,700.00
10	6,200	9,929.60	10,197.10	10,732.10	11,128.00
11	6,300	10,600.00	10,800.00	11,350.00	11,700.00

SALARY SCHEDULE A-1

The following personnel shall be placed on index ratio based on the maximum salary for teachers holding the M. A. degree.

Diagnostician
School Social Worker

<u>Service Year</u>	<u>Employed 10 months</u>
1	1.00
2	1.02
3	1.04
4	1.06
5	1.08
6	1.10
7	1.12
8	1.14
9	1.16
10	1.18
11	1.20

Psychometrist and Coordinator

This position should be on the regular teacher salary schedule with work beyond the normal school year compensated for on a basis pro-rated from their normal salary.

Persons not now employed by the Bedford Public Schools whose job classification would not place them on any existing schedule or index;

That any person to be employed in the future by the Bedford Public Schools who would not belong on one of the established salary schedules shall initially be placed on the regular teacher salary schedule at the appropriate step for their training and experience; and that as soon as possible after school commences, an index or schedule for that position be established by the Bedford Education Association and the Board of Education and that any increases resulting therefrom shall be retro-active to the date of employment.

EXTRA DUTY SCHEDULE B (Athletics)
1969-70

Athletic Director (1)	\$1,484.00
Head Football Coach (1)	1,272.00
Assistant Football Coach (3)	742.00
Reserve Football Coach (2)	742.00
Junior High Head Football Coach (2)	477.00
Junior High Assistant Football Coach (2)	318.00
Eighth Grade Head Football Coach (2)	318.00
Seventh Grade Head Football Coach (2)	318.00
Head Basketball Coach (1)	1,219.00
Reserve Basketball (1)	689.00
Sophomore Coach (1)	424.00
Junior High Basketball Head Coach (2)	450.50
Eighth Grade Head Basketball Coach (2)	318.00
Seventh Grade Head Basketball Coach (2)	318.00
Sixth Grade Head Basketball Coach (2)	238.50
Varsity Wrestling Coach (1)	795.00
Assistant Wrestling Coach (1)	530.00
Junior High Wrestling Coach (2)	450.50
Varsity Baseball Coach (1)	636.00
Assistant Baseball Coach (1)	424.00
Reserve Baseball Coach (1)	424.00
Varsity Track Coach (1)	636.00
Assistant Track Coach (1)	424.00
Junior High Track Coach (2)	265.00
Junior High Assistant Track Coach (2)	185.50
Cross Country Coach (1)	318.00
Bowling Coach (1)	159.00
Golf Coach (1)	185.50
Tennis Coach (1)	185.50
Junior High Equipment Managers (2)	265.00
Intra-mural Manager (1)	636.00
Trainer (1)	901.00
G. A. A.	318.00

EXTRA DUTY SCHEDULE B-1

Senior High School

After School Music Program (1)	\$1,696.00
Assistant Varsity Marching Band (1)	477.00
Parking Lot Supervisor (1)	318.00
Play Director (limit of 4 productions per year)	212.00/production
Debate Coach (1)	318.00
Department Head (9) (5 or less members)	212.00
Department Head (6 or more members)	412.00
Visual Aids (1)	318.00
Club Advisors (25)	53.00
Class Advisors:	
Senior (2)	159.00
Junior (2)	106.00
Sophomore (2)	53.00
Cheerleader Advisor	212.00
Driver Training	5.30 per hour
Student Council and Inter-Club Council (1)	212.00
Ski Club (2)	106.00
Yearbook Advisor (1)	212.00
Newspaper Advisor (1)	212.00

Junior High School

After School Music Program (2)	821.50
Visual Aids (2)	318.00
Club Advisors (18)	53.00
Cheerleader Advisor (2)	106.00
Newspaper Advisor (2)	212.00
Yearbook Advisor (2)	212.00
Student Council Advisor (2)	106.00

GRIEVANCE REPORT FORM

Grievance # _____ School District _____

Distribution of Form

GRIEVANCE REPORT

- 1. Superintendent
- 2. Principal
- 3. Association
- 4. Teacher

Submit to Principal in Duplicate

<u>Building</u>	<u>Assignment</u>	<u>Name of Grievant</u>	<u>Date Filed</u>

STEP 1

A. Date Cause of Grievance Occurred _____

B. 1. Statement of Grievance _____

2. Relief Sought _____

_____	_____
Signature	Date

C. Disposition by Principal _____

_____	_____
Signature of Principal	Date

D. Position of Grievant and/or Association _____

_____	_____
Signature	Date

STEP II

A. Date Received by Superintendent or Designee _____

B. Disposition of Superintendent or Designee _____

Signature Date

C. Position of Grievant and/or Association _____

Signature Date

STEP III

A. Date Received by Board of Education or Designee _____

B. Disposition by Board _____

Signature Date

C. Position of Grievant and/or Association _____

Signature Date

STEP IV

A. Date Submitted to Arbitration _____

B. Disposition & Award of Arbitrator _____

Signature Date of Decision

NOTE: All provisions of Article XXII of the Agreement dated July 1, 1969 will be strictly observed in the settlement of grievances.