

6-30-75

Bedford

MASTER AGREEMENT

between

THE BOARD OF EDUCATION

of the

BEDFORD PUBLIC SCHOOLS

and

THE BEDFORD EDUCATION ASSOCIATION

1973-75

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Michigan State University

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BEDFORD PUBLIC SCHOOLS
Temperance, Michigan

BEDFORD EDUCATION ASSOCIATION AGREEMENT

This agreement entered into this 1st day of July, 1973, 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, counselors, librarians, nurses, 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 Employment Relations Commission or a mediator from such public agency.

H. The Board agrees to make available upon request of the elected officers of the Association or their designee 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 and the State Tenure Act.

J. The representatives of the Association and administration upon mutual consent will meet 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, and all rights and prerogatives not exclusively limited by the terms of this agreement.

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

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. 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.

1. The association will save the board harmless from any and all costs including witnesses and attorney fees or other incidental cost of defense or any liability resulting from the defense of any action claimed or otherwise to which the board of education may be liable by virtue of enforcing the provisions of this article. It is expressly understood that the selection of attorneys will be made by the Association.

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.

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 5½ hours of teaching 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 their building. Being replaced by a specialist such as music, art, or physical education, does not constitute preparation time as defined by this article.

F. If a teacher shall substitute during his preparation period, he shall receive an additional compensation of six dollars (\$6.00) 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 six dollars (\$6.00) 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 (2) 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.

2. The maximum classload in the intermediate and junior high schools shall follow the North Central accreditation standards for junior high schools where possible. The maximum classload in the senior high school shall follow the North Central accreditation standards for senior high schools where possible.

3. 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 equipment, 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; fourth Friday initial enrollment form.

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

Each building shall have a department chairman in the following subject areas: English, Social Studies, Mathematics, and Science. The subject areas of Music, Art, Physical Education, T & I, and Business and Distributive Education, shall have a schoolwide department chairman. A department chairman shall be paid \$250.

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. A teacher 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. On or after July 1, 1971, any vocational teacher who is hired and who does not possess a bachelor's degree from an accredited college or university shall begin working on a degree program in an accredited college or university.

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. All such assignments will be stated in writing.

ARTICLE IX

Vacancies, Promotions and Transfers

A. Whenever any vacancy in a position covered by this agreement shall occur, the Director of Personnel and Employee Relations 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 or administrative positions, from within its own teaching staff whenever possible. Vacancies shall be filled on the basis of experience, competency, qualifications of the applicant, and other relevant factors. Any teacher may apply for a vacancy.

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 in 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. A teacher absent from duty because of personal illness who has been in the employ of the Board for less than two (2) years shall be allowed to draw upon his unearned sick leave up to a maximum of ten (10) days. A teacher who has been in the employ of the Board more than two years and who is absent from duty because of personal illness shall be allowed to draw upon his unearned sick leave up to a maximum of twenty (20) days. A teacher requesting to borrow unearned sick leave days shall sign a promissory note to cover any loss that may be incurred by the Board or he shall not be granted the extra days. An employee who leaves the school system and whose sick leave account is not in balance shall have his salary 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 ($\frac{1}{2}$) his annual salary and receive the same insurance protection as provided for a regular teacher.

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. Each teacher while on leave of absence shall receive no pay or fringe benefits.

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 critical illnesses in the immediate family. Immediate family shall be interpreted as father, mother, husband, wife, child, sister, brother, father-in-law, mother-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandchild, grandparent, or a dependent of the immediate household residence.

2. A maximum of one (1) day per school year 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. A maximum of one (1) day for death of a grandparent, grandchild, brother-in-law, sister-in-law, or legal guardianship. If travel time is necessary, length of reasonable travel time allowed shall be determined by the Director of Personnel and Employee Relations.

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 shall be used for business which cannot be conducted during other than school hours. Business days may not be used for recreational purposes or outside employment. Business days may not be taken the day prior to and/or after a vacation period except in cases of emergency. A teacher planning to use a personal business day or days shall notify the Director of Personnel and Employee Relations on the proper form approved by the administration and the Bedford Education Association. Notification shall be made at least three days in advance except in cases of emergency. A teacher may be asked to explain the reason for any personal business day requested for a school day. Unused personal business days shall be added to accumulated sick-leave days at the end of each school year.

3. A teacher called for jury duty or subpoenaed as a witness to give testimony before any judicial tribunal for any crime 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. Maternity leave shall be granted under the provisions outlined below without pay:

1. If a teacher applies for up to thirty (30) working day leave of absence for maternity purposes it will be granted. Following this leave said teacher will return to the position held at the time the leave was granted. The Board will maintain insurance protection during this period.

2. If a teacher applies for a maternity leave for the current school year or the balance of the current school year, it will be granted and said teacher will be entitled to the first available position for which said teacher is certified and qualified, upon return to work.

Failure to return to work following the expiration date of the leave in No. 2 above will be conclusively deemed a voluntary resignation of employment with the Bedford Public Schools.

If health conditions of mother and/or child require, leave No. 1 may be converted to Leave No. 2.

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, 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 twelve dollars and fifty cents (\$12.50) per day, not exceed one hundred and twenty-five (125) 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 2 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 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 classroom 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 (2) years.

E. Evaluations shall only be conducted by the superintendent of schools, a director of instruction or a qualified building principal, assistant principal possessing a master's degree and three (3) years' successful teaching experience, or an assistant to the principal. Each observation shall be made in person for a minimum of thirty (30) consecutive minutes.

Two (2) copies of the written evaluation shall be submitted to the teacher at the time of personal interviews or within ten (10) days thereafter; one to be signed and returned to the administration for placing in the personnel file, the other to be retained by the teacher. A committee of three administrators and three BEA members shall be formed no later than October 1, 1973, to formulate an improved report form. This committee shall submit their evaluation report form to be adopted to the Director of Personnel and Employee Relations for reproduction no later than December 1, 1973. This form shall be in use by December 15, 1973.

It is to be understood that just because a teacher signs an evaluation report does not mean that the teacher agrees with it.

ARTICLE XVI

Personnel File

A. Each teacher shall have the right upon request to review the contents of his personnel file. The review will be made in the presence of the administrator responsible for the safe-keeping of the file or his designee. Privileged information such as confidential credentials, letters of reference from universities, individuals or previous employers are specifically exempt from such review. The administrator or his designee shall remove such credentials or confidential reports from the file prior to a review by the teacher. A representative of the Association may at the teacher's request accompany the teacher in the review. Each teacher's personnel file shall contain the following minimum items of information:

1. Annual TB report and required medical information
2. Up-to-date academic transcript
3. Copy of valid Michigan teaching certificate

No detrimental material may be placed therein without notifying the teacher in writing within ten (10) days thereafter.

ARTICLE XVII

Lay-off Procedure

A. All teachers (probationary and tenure) being relieved of 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 of 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 of 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 of 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 XVIII

Professional Behavior

A. 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 XIX

Professional Improvement

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

B. Any teacher who upon request of the Board 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 courses.

C. The Board agrees to provide, upon application to and approval of the principal or immediate supervisor, 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.

D. A budget shall be set up for each building to be used for teacher conferences, workshops, or visitations to upgrade classroom work in areas of their specialization as provided for in Paragraph C.

ARTICLE XX

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. Should a guilty verdict of a lower court be appealed, the Board will assume no further obligation for legal fees incurred in the appeal until a final verdict of not-guilty is handed down from the higher court.

If a teacher is found innocent, the Board shall reimburse the full cost of any attorney fees and court costs that may be incurred. The Board shall bear the primary coverage of legal fees incurred by the defendant. This shall not mean the defendant will receive duplicate coverage.

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 XXI

School Calendar

The teachers' work year will consist of 187 days. 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 XXII

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 two-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, 1975, either party may request the re-opening of negotiations of such salary schedule or any other clause or part of this agreement. The +15 semester hours and +30 semester hours on the salary schedule apply only to hours earned after degree awarding date.

B. A teacher shall be given credit on the salary schedule set forth in Schedule A for no more than five (5) years' teaching experience in an accredited elementary or secondary school system.

C. Degreed teachers under contract and holding provisional certification shall be reimbursed by the Board at the rate of twenty dollars (\$20) per semester hour for college hours earned while employed by Bedford Public Schools in areas related to their chosen field and beyond those hours required for permanent (10 hours) or continuing (18 hours) certification. This reimbursement applies to credits earned between September 1 and August 31 of the preceding school year. Proof of earned credits shall be submitted by October 15 of the current school year and shall be payable following the regular board meeting in November. Failure to submit proof by October 15 of the current school year will result in forfeiture of payment. This policy shall not be applicable to those teachers who receive

grants from private foundations, state, federal, or local scholarship grants. Notification of this section shall be given to the teachers by the administration at the beginning of each school year.

D. The salary schedule is based on the regular school calendar and the normal teaching load as defined in this agreement. Reimbursement of one thousand four hundred eighteen dollars (\$1,418) will be paid to a teacher assuming an extra class for the school year.

E. 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.

F. Extra duties will be compensated for in accordance with the Salary Schedules B and B-1.

G. A two (2) year licensed practical nurse shall receive seventy percent (70%) of the amount listed on the teachers' salary scale for teachers holding a Bachelor's Degree; a non-degreed registered nurse shall receive eighty percent (80%) of the amount listed on the teachers' salary scale for teachers holding a Bachelor's Degree; a degreed registered nurse shall receive ninety percent (90%) of the amount listed on the teachers' salary scale for teachers holding a Bachelor's Degree.

ARTICLE XXIII

Special Teaching Assignments

A. In order to be a cooperating teacher one must meet the following requirements: (1) willingness to accept a student teacher, (2) principal's approval of one as a cooperating teacher, (3) the cooperating teacher must be on tenure.

B. Supervision by a teacher of a student teacher shall be voluntary and no teacher shall supervise more than three (3) student teachers per school year and none simultaneously. A teacher shall receive only the amount of reimbursement paid by the university or college.

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

ARTICLE XXIV

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 Director of Personnel and Employee Relations.

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 and submit it to the Director of Personnel and Employee Relations within twenty (20) working days of the alleged grievance.

C. Within three (3) working 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) working 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) working days of such meeting (or six working days from the date of filing, whichever shall be later) the grievance shall be transmitted to the Director of Personnel and Employee Relations within 10 days of receipt of principal or supervisor's disposition. Within five (5) working days the Director of Personnel and

Employee Relations shall meet with the Association on the grievance, shall indicate his disposition of the grievance in writing within three (3) working 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 Director of Personnel and Employee Relations or if no disposition has been made within three (3) working days of such meeting (or six working 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 within ten (10) days. The Board, no later than its next regular meeting or two (2) 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) working 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 within thirty (30) days. 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.

K. The dismissal of a probationary teacher is not subject to arbitration in the grievance procedure.

ARTICLE XXV

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 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 Employment Relations Commission or take any other lawful measures it may deem appropriate.

ARTICLE XXVI

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. As of July 1, 1972 teachers hired and assigned to special education classes, including resource centers, shall be placed on the regular teachers' salary schedule. Teachers hired prior to July 1, 1972 shall be reimbursed as set forth in paragraph C-1 below:

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

E. Any teacher required to work beyond the normal school year shall be compensated on the basis pro-rated from his normal salary. If aid teacher is on an extra-duty schedule, this article would not apply.

F. Any teacher 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 as soon as possible after school commences a schedule for that position shall be established by the Association and the Board, with any increases resulting therefrom being retroactive to the date of employment.

G. The Association and administration shall work together to provide for the smooth entrance and orientation of new teachers to our system.

ARTICLE XXVII

Duration of Agreement

This agreement shall be in full force and effect from July 1, 1973 to and including June 30, 1975, 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 _____

By _____

Dated this _____ day of _____, 1973.

1973-74

SALARY SCHEDULE A

Step	BA	BA + 15	MA	MA + 15	MA + 30	Specialist
1	8,570	8,896	9,549	10,030	10,280	10,527
2	8,832	9,157	9,809	10,291	10,540	10,789
3	9,092	9,419	10,071	10,551	10,800	11,049
4	9,483	9,809	10,461	10,944	11,192	11,439
5	10,055	10,387	11,051	11,542	11,794	12,048
6	10,454	10,785	11,448	11,941	12,193	12,444
7	10,984	11,317	11,981	12,471	12,724	12,977
8	11,515	11,847	12,512	13,002	13,243	13,483
9	12,263	12,601	13,277	13,778	14,035	14,293
10	12,880	13,205	13,905	14,502	14,716	14,930
11	13,824	14,065	14,788	15,334	15,543	15,753

1974 - 1975

COST OF LIVING FORMULA

The first day of school for the 1974-75 school year, each step of the basic Salary Schedule A, Appendix B and B-1 shall be increased by a percentage factor to be computed as follows:

1. Divide the difference between the July, 1973 Consumer Price Index and the July 1974 CPI by the July 1973 CPI.

EXAMPLE: July 1973 CPI = 127.3

July 1974 CPI = 134.0

$134.0 - 127.3 = 6.7$

$6.7 \div 127.3 = .0526$ (5.3%)

The percentage figure shall be rounded to the nearest one tenth of a percentage point.

2. The Consumer Price Index is defined as the "Consumer Price Index for Urban Wage Earners and Clerical Workers, Detroit" published monthly by the Bureau of Labor Statistics, United States Department of Labor.
3. In no case shall the cost-of-living increase as defined in this Section be less than 4% nor more than 6%.
4. If the Consumer Price Index in its present form and calculated on the same basis shall be revised therefrom or discontinued, the parties shall attempt to determine an appropriate CPI figure by agreement or if agreement is not reached, the parties shall request the Bureau of Labor Statistics to make available a Consumer Price Index in its present form for the appropriate date or dates and calculated on a comparable basis. Any scheduled salary increases delayed by contingencies discussed in this paragraph (4), shall be paid as of the first regular pay-day subsequent to receipt of the delayed CPI information."

EXTRA DUTY SCHEDULE B (Athletics)

1973-74

Varsity Football Coach (1)	\$1,567.99
Assistant Varsity Football Coach (6)	914.79
Junior High Head Football Coach (2)	588.08
Junior High Assistant Football Coach (6)	392.05
Varsity Basketball Coach (1)	1,502.88
Assistant Varsity Basketball Coach (2)	849.45
Sophomore Basketball Coach (1)	555.41
Junior High Basketball Head Coach (2)	555.41
Eighth Grade Head Basketball Coach (2)	392.05
Seventh Grade Head Basketball Coach (2)	392.05
Sixth Grade Head Basketball Coach (2)	294.04
Varsity Wrestling Coach (1)	1,502.88
Assistant Wrestling Coach (2)	849.45
Junior High Wrestling Coach (1)	555.41
Assistant Junior High Wrestling Coach (2)	392.05
Varsity Baseball Coach (1)	784.11
Assistant Baseball Coach (2)	522.74
Varsity Track Coach (1)	784.11
Assistant Track Coach (1)	522.74
Junior High Track Coach (1)	368.13
Junior High Assistant Track Coach (2)	262.50
Varsity Cross Country Coach (1)	392.05
Varsity Bowling Coach (1)	196.04
Varsity Golf Coach (1)	551.25
Varsity Tennis Coach (1)	392.05
Junior High Equipment Manager (1)	326.72
Trainer (1)	1,260.00
Varsity Hockey (1)	578.81

EXTRA DUTY SCHEDULE B-1
1973-74

SENIOR HIGH SCHOOL

After School Music Director (1)	\$1,649.61
After School Music Associate Director (1)	694.58
After School Music Assistant (2)	405.17
Before School (max. 2 weeks) Band Director	\$100/week
Before School (max. 2 weeks) Assistant Dir (2)	\$ 75/week
Parking Lot Supervisor (1)	392.05
Play Director (limit of 4 productions per year)	261.37
Debate Coach (1)	392.05
Club Advisors (25)	65.34
Class Advisors:	
Senior (2)	196.04
Junior (2)	130.68
Sophomore (2)	65.34
Cheerleader Advisor (1)	261.37
Student Council and Inter Club Council Advisor (1)	261.37
Ski Club Advisor (2)	130.68
Yearbook Advisor (1)	261.37
Newspaper Advisor (1)	261.37
Intra-Mural Manager (1)	785.16
G. A. A. Advisor (1)	392.05

JUNIOR HIGH SCHOOL

Club Advisors (18)	65.34
Cheerleader Advisor (2)	130.68
Newspaper Advisor (1)	261.37
Yearbook Advisor (1)	261.37
Student Council Advisor (1)	130.68

DRIVER TRAINING TEACHER

Hourly rate	\$ 6.53
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GRIEVANCE REPORT FORM

Grievance No. _____ School District _____

- Distribution Form
 1. Director of Personnel
 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>
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STEP I

A. Date Cause of Grievance Occurred _____

B. 1. Statement of Grievance _____

2. Relief Sought _____

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Signature Date

C. Disposition by Principal _____

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Signature Date

D. Position of Grievant and/or Association _____

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Signature Date

STEP II

A. Date Received by Director of Personnel and Employee Relations or Designee _____

B. Disposition by Director of Personnel and Employee Relations 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 _____

_____	_____
Signature	Date

NOTE: All provisions of Article XXII of the Master Agreement will be strictly observed in the settlement of grievances.