

Bridgeport-Spaulling Community School District

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Desmon R. Daniel, PhD Superintendent

MEMORANDUM

DATE: June 11, 2009
TO: David Hurst, BAPA
From: Desmon R. Daniel, PhD
Re: Bridgeport Administrators Professional Association Contract
CC: Board

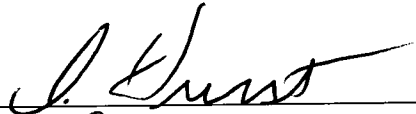
Effective July 1, 2009 the Bridgeport Administrators Professional Association and the Bridgeport Spaulding Board of Education agree to extend the July 1, 2007 – June 30, 2009 contract to include the 2009 – 2010 year. This agreement recognizes that the members of BAPA will receive the contractual Step increase commensurate with their respective assignment.

It is agreed that the members of BAPA do not seek any additional increase.

This Agreement shall become effective July 1, 2009 and shall remain in full force and effect until June 30, 2010.

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

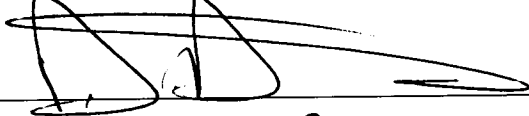
David Hurst,
BAPA President



Charles LaClear,
Vice President




Desmon R. Daniel, PhD
Superintendent



Michael Tate
Board Chair



Michael Gall
Board Secretary



"We believe that all students can learn and as a result all students can be successful"

MASTER AGREEMENT

BETWEEN

THE BOARD OF EDUCATION

OF

**THE BRIDGEPORT-SPAULDING COMMUNITY
SCHOOL DISTRICT**

AND

**BRIDGEPORT ADMINISTRATORS
PROFESSIONAL ASSOCIATION
(BAPA)**

JULY 1, 2007 – JUNE 30, 2009

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A G R E E M E N T

PREAMBLE

This Agreement, by and between the Board of Education, Bridgeport-Spaulling Community School District, Bridgeport, Michigan, (hereinafter the "Board"), and the Bridgeport Administrators Professional Association, (hereinafter the "Association"), is entered into this 12th day of March, 2007.

ARTICLE I Recognition

Section 1: The Board hereby recognizes the Association as the exclusive bargaining representative pursuant to Act 379, P.A. 1965, as amended, for all administrative employees, excluding the Superintendent of Schools, the Director of Human Resources, Executive Assistant(s), Director of Business, Director of Instruction, Coordinator of Pupil Support Services, Director of Food Service, Maintenance Supervisor, and Transportation Supervisor.

Section 2: When the Board shall create any new administrative classification, the parties shall meet to bargain concerning the inclusion or exclusion of that classification from the unit. Should the parties be unable to reach agreement, the Association may file a unit classification petition with the Michigan Employment Relations Commission.

Section 3: The term "administrator," when used herein, shall refer to all members of the bargaining unit represented by the Association.

ARTICLE II Dues Check-Off

Section 1: The Bridgeport-Spaulling Board of Education agrees that as early as practicable after the date of the Agreement, payroll deduction for the payment of Bridgeport Administrators Professional Association dues shall be made from the pay of the employees who voluntarily request such dues deduction, who are members in good standing of the Association and who are employed in occupations listed under the Recognition Clause of this Agreement.

Section 2: The Association shall present the Board with a certified check-off list along with proper authorization for check-off and shall be fully responsible

for the validity and correctness of the list and agrees to reimburse the Board for any deduction made and paid over to the Association which may later be held to have not been authorized by the individual involved or which may constitute illegal deductions.

2.1: The Board will cause to be paid to the Association a representation fee equivalent to the dues of the Association, which will be deducted from the pay of members of the bargaining unit who choose not to join the Association. The refusal of any member of the bargaining unit to contribute fairly to the costs of negotiating and administering this and other agreements is recognized as just and reasonable cause for termination of employment.

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

Section 3: The Association shall indemnify the Board and hold it harmless against any loss or claims for damages, including unemployment compensation, resulting from the payment to the Association of any sums deducted under this Article, and, in the event any actions or claims are commenced against the Board to recover from it any sums deducted under this Article, the Association shall intervene and defend any such action or claim.

Section 4: When an employee does not have sufficient money due him/her, after deductions have been made for Social Security, Insurance, Garnishments, etc., or any other deductions authorized by the employee or required by law, Association dues for that month will be collected by the Association directly from the employee.

Section 5: If an employee who is absent on account of sickness, leave of absence, or for any other reason has no earnings due him/her for that period, no deduction shall be made. The Association will arrange collection of dues for that period directly with the employee.

Section 6: All deductions of Association dues provided for in this Article shall be automatically terminated in the event of loss of exclusive recognition by the Association.

ARTICLE III Board Rights

Section 1: Subject to the provisions of this Agreement, the Board, on its own

behalf and on behalf of the electors of the District, reserves unto itself full rights, authority and discretion in the discharge of their duties and responsibilities to control, supervise and manage the Bridgeport-Spaulling Community School District and its professional staff under the laws and the Constitution of the State of Michigan and of the United States.

Section 2: The exercise of the foregoing rights, authority and discretion shall be limited only by the terms of this agreement and then only to the extent such terms hereof are in conformance with the Constitution and laws of the State of Michigan and the Constitution and laws of the United States.

Section 3: The parties agree that this contract incorporates their full and complete understanding and that any prior oral or written agreements or practices are superseded by the terms of this Agreement. The parties further agree that no such oral or written understandings or practices will be recognized in the future unless committed to writing and signed by the parties as a supplement to this Agreement.

ARTICLE IV No Strike

Section 1: The Association and the Board recognize that strikes and other forms of work stoppage by administrators are contrary to law and public policy. The Association and the Board subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the school program. The Association, therefore, agrees that its officers, representatives and members shall not authorize, instigate, cause, aid, encourage, ratify, or condone, nor shall any administrator take part in any strike, slowdown or stoppage of work, boycott, picketing or other interruption of activities in the school system. Failure or refusal on the part of any administrator to comply with any provision of this Article shall be cause for whatever disciplinary action is deemed necessary by the Board.

ARTICLE V Association Rights

Section 1: The Association shall have the right to use school buildings and facilities for Association business without charge, provided the appropriate building use forms have been submitted by the Association and approved by the Superintendent or his/her designee.

Section 2: The Association shall have the right to use the District's

interschool mail service for routine business, notification of meetings, etc. Other uses shall be upon the approval of the Superintendent or his/her designee.

Section 3: The Board agrees to furnish, within a reasonable time, Board-approved and adopted information requested by the Association concerning the finances of the District.

ARTICLE VI Administrators' Rights

Section 1: The Board agrees to provide each principal the opportunity to make recommendations concerning personnel being considered or assigned to his/her building or department.

Section 2: All administrators shall be accorded, in regard to their personal file, those rights to examine, copy and comment provided under the Bullard/Plawecki Employee Right to Know Act. In addition, the administrator may exercise these rights at all reasonable times and with an Association representative present, if so requested. No material derogatory to an Administrator's conduct, service, character or personality shall be placed in his/her personal file unless the administrator has had an opportunity to read the material.

Section 3: Administrators shall be entitled Association representation, upon request, at all interviews where the probability of disciplinary action will be considered.

ARTICLE VII Vacancies

Section 1: Vacant bargaining unit positions shall be posted within all buildings in which a member of the Association is assigned, for a period of no less than ten (10) days.

Section 2: When school is not in session, posting shall be accomplished by mailing a copy of the posting to the President or designee by certified mail.

Section 3: In the event new administrative positions are established by the Board during the term of this contract, the Association shall be apprised in writing of the establishment of such position and whenever practical this will be done prior to posting. The Association may negotiate salary, hours, and

working conditions applicable to such position.

Section 4: The Board shall, upon written request of the Association, provide copies of Association member's individual contracts and work calendar.

ARTICLE VIII Discipline

Section 1: The Board agrees that its rules and regulations governing employee conduct shall be reasonable and that any discipline shall be for just cause.

ARTICLE IX Individual Contracts

Section 1: All administrators shall be employed under written individual contracts, the terms of which shall be subject to and consistent with the terms of this Agreement.

ARTICLE X Administrative Tenure

Section 1: It is mutually understood and agreed that the Board shall reserve to its sole discretion the unilateral right to either grant or deny "administrative tenure" (pursuant to Article II of the Michigan Teacher Tenure Act) to any member of the bargaining unit.

It is further agreed and understood that the Board shall exercise this right by unilaterally including in the individual contract of employment of each individual member of the bargaining unit a specific provision which shall either expressly grant or expressly deny administrative tenure for the duration of the term of the individual contract of employment. When granted, such tenure shall be strictly limited to the specific position for which the individual contract of employment was issued and specifically describes.

ARTICLE XI Evaluations

Section 1: Administrators will be provided Board-approved job descriptions and objectives which will describe their basic job responsibilities. In addition, specific assignments may be made by the administrators' superiors.

Section 2: All formal evaluations shall take into account the above criteria.

Section 3: All bargaining unit members shall be evaluated annually. The deadline for evaluations is ten (10) days before the end of the individual administrator work calendar.

ARTICLE XII Seniority

Section 1: Seniority is defined as follows:

- A.** District seniority is the length of continuous service in the District.
- B.** Bargaining unit seniority is defined as length of continuous service in the bargaining unit, including periods during which the administrator has recall rights to the bargaining unit.
- C.** Classification seniority is defined as the length of continuous service in a classification.

Section 2: Administrators promoted out of the bargaining unit shall retain all seniority, but shall not accumulate additional seniority with the exception of District seniority.

Section 3: Administrators who make a career move within the BAPA contract will not make less than what they make at their present salary.

ARTICLE XIII Reduction

Section 1: Recognizing that it may become necessary to reduce or abolish administrative positions, efforts will be made to place displaced administrators in a position that they are qualified to handle. In placing the administrator, consideration will be given to his/her qualifications, competency, and his/her length of service in the District with the understanding that the needs of the District are paramount.

Section 2: **Recall** Administrators shall be recalled in accordance with seniority to classifications from which they were laid off.

**ARTICLE XIV
Work Schedule**

Section 1: During each year of this Agreement, the administrator shall work the number of days designated for his/her position classification as determined by the Superintendent or his/her designee.

Section 2: Administrators who are assigned by the Superintendent or his/her designee to work more days than specified in the administrator's individual contract shall be paid at their per diem rate.

**ARTICLE XV
Professional Growth**

Section 1: The Board will pay one hundred percent (100%) of the administrator's membership dues to one (1) state professional organization and fifty percent (50%) to one (1) national professional organization, subject to the approval of the Superintendent or his/her designee.

**ARTICLE XVI
Protection of Administrators**

Section 1: The Board shall provide at no cost to the administrator legal counsel and representation in legal action brought against him/her for acts or omissions arising from his/her performance within the course and scope of employment with the District as determined by the Board of Education.

Section 2: If, in the performance of regular or assigned administrative duties, the administrator, without negligence on his/her part, shall suffer damage to or theft of his/her clothing or other personal property, but not including damage to automobile or loss of money, to the extent of \$5.00, but not more than \$150 per year, the Board shall make reimbursement. The Board may require subrogation, assignment and full cooperation by such administrator in seeking recovery from any party responsible for said loss.

**ARTICLE XVII
Problems Committee**

Section 1: The Board and the Association agree that it or its designee shall meet upon the request of the other party to discuss matters relevant to the administration of this Agreement. Said conferences shall not satisfy any requirement to bargain collectively or to meet pursuant to the grievance procedure.

**ARTICLE XVIII
Salary**

Section 1: Salary

2007 - 2009						
Position	Elementary Assistant Principal	High School Assistant Principal	Elementary Principal	Middle School Principal	B.A.S.E. Principal	High School Principal
Number of Days	215	215	215	215	215	215
Step 0	71,695	73,410	75,903	80,166	80,547	82,017
Step 1	73,158	74,908	77,452	81,802	82,191	83,691
Step 2	74,621	76,371	78,966	83,403	83,800	85,365
Step 3	76,113	77,863	80,511	85,036	85,441	87,072
Step 4	77,636	79,386	82,086	86,702	87,115	88,813
Step 5	79,189	80,939	83,693	88,400	88,822	90,589
Step 6	80,773	82,523	84,193	90,133	90,563	92,401
Year 10	81,273	83,023	84,693	90,633	91,063	92,901
Year 15	81,523	83,273	84,943	90,883	91,313	93,151
Year 20	81,773	83,523	85,193	91,133	91,563	93,401
Year 25	82,023	83,773	85,443	91,383	91,813	93,651

Section 2: Longevity Each Administrator will be granted longevity pay as shown below for years of service as an Administrator in the Bridgeport-Spaulling Community School District (to be paid at the beginning of the 10th, 15th, 20th, and 25th year:

10 years	\$ 500
15 years	\$ 750
20 years	\$1,000
25 years	\$1,250

Section 3: Advanced Degrees Administrators who qualify will receive advance

degree pay according to the following scale. Administrators earning the advanced degree during the contract year will receive a prorated amount based on the remaining contracted work days. Effective date of eligibility will be as stated on degree issued by university.

Specialist related to assignment area - 1 ½% of contract base.

Doctorate related to assignment area - 3% of contract base.

**ARTICLE XIX
Fringe Benefits**

All of the fringe benefits are subject to the terms, regulations and conditions imposed by the respective carriers.

Section 1: Health Insurance Upon submission of written application, the Board of Education will pay 100% of the premiums for MESSA Pak Plan A and B as defined below for all full time administrators and eligible dependents:

In the event the health insurance plan for the BEA is changed, the BAPA plan will change.

PLAN A **For Employees Needing Health Insurance**

Health	Choices II – No deductible, \$5/10 Rx Co-pay (Includes \$5,000 Basic Term Life with AD&D)
Long Term Disability	66 2/3% \$6,000 Maximum 90 Calendar Days Modified Fill Pre-Existing Condition Waiver Freeze on Offsets Alcoholism/Drug - 2 year limitation Mental/Nervous - same as any other illness
Negotiated Life	\$75,000 AD&D
Vision	VSP-3
Dental	100/80/80: \$2,000

PLAN B **For Employees Not Needing Health Insurance**

Long Term Disability	Same as above
Negotiated Life	\$75,000 AD&D
Vision	VSP-3
Dental	100/90/90: \$2,000
Dependent Life	\$2,000/\$2,000 (spouse/child)
Cash Option in Lieu of Health Insurance	\$200.00/month

Section 2: Sick Leave 15 days for 12 month employees
13 days for 10 month employees

Unused days may be accumulated up to a maximum of one hundred seventy-five (175) provided the limit of one hundred forty-five (145) shall apply to any payout program.

Section 3: Business Days Two (2) days per year shall be provided each administrator each year for legal, household or family matters which require absences during the school day. Hunting, fishing, recreation, vacations, and social matters are not considered proper uses of this Article. Application for such leave shall state the reason for taking such leave.

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

3.2: Business days may not be accumulated.

3.3: Business days will be granted provided satisfactory arrangements can be made.

3.4: Subpoenas for personal reasons shall be considered proper use of this Article.

Section 4: Travel Allowance Administrators shall be reimbursed at the IRS rate per mile for travel outside Saginaw County.

4.1: Administrators will be paid \$40.00 per month mileage allowance for ten (10) months, effective July 1, 2001. Administrators whose assignment includes commuting between two different building locations will be paid

\$60.00 per month mileage allowance for ten (10) months effective for the 2003-2004 School Year.

Section 5: Professional Development Administrators will be provided an opportunity to earn SB-CEU's which are applicable to the certification requirement through district funded professional development.

Section 6: Physical Examination Upon submission of a physical examination report signed by the attending physician, the Board will reimburse each administrator for costs in excess of insurance coverage up to a maximum of \$200.00 once every two years.

Section 7: Upon consent of the carrier, the Board shall provide laid off administrators with three (3) months of benefits as outlined in Article XIX Section 1.

Section 8: Attendance Merit Administrators who have been employed as an administrator in the Bridgeport-Spaulding Community School District for fifteen (15) or more years shall receive twenty dollars (\$20) for each accumulated sick leave day in excess of fifty (50) upon termination of employment.

Effective July 1, 2001, administrators who have been employed as an administrator in the Bridgeport-Spaulding Community School District for fifteen (15) or more years will be paid for unused sick leave at the time of retirement or separation from the district on the following basis:

51 - 75 days	\$25 per day
76 - 100 days	\$30 per day
101 - 125 days	\$40 per day
126 - 145 days	\$45 per day

ARTICLE XX **Leaves**

Section 1: Absence from duty for sick leave may be granted for personal illness and up to ten (10) days per year may be used for the following reasons at the discretion of the Superintendent or his/her designee:

- A. Illness in the immediate family.
- B. Death in the immediate family.
- C. Death outside the immediate family.

Section 2: Miscellaneous Provisions of Sick Leave

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

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

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

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

2.5: Any administrator whose personal illness extends beyond the period compensated shall be granted a leave of absence without pay for such time as is necessary for complete recovery from such illness. Upon return from leave, an administrator shall be assigned to the same position, if available, or a substantially equivalent position. A person requesting such leave shall submit satisfactory evidence of illness.

2.6: The Board shall pay its share of all insurance contributions for a period of one (1) month for each year or fraction thereof of District seniority not to exceed fifteen (15) months, provided carrier approval is obtained. Such period shall begin at the termination of paid sick leave days (from whatever source) for the purpose of this Article. All time limits shall be computed as though the administrator had received pay for all sick days accumulated from the time the administrator went on sick leave. In the event that some or all of the administrator's salary is recovered through other sources (Workmen's Compensation, Unemployment, Social Security, etc.) Board contributions will terminate.

Section 3: Personal Leave

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

Section 4: Child Care Leave

4.1: An unpaid leave of absence up to one (1) year shall be granted for the purpose of child rearing upon receipt of satisfactory professional recommendations that the refusal of such leave will be detrimental to the child's health or well being. Administrators will be returned to a position for which they are qualified. There shall be no credit on the salary schedule for the period of such leave.

Section 5: Military Leave

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

Section 6: Jury Duty

6.1: The administrator will make every effort to be reassigned to a non-school period. If reassignment is not possible, the Board will compensate the administrator at a rate of 100% of his/her regular salary less jury duty pay.

Section 7: Sabbatical Leave

7.1 The sabbatical leave is designed to provide opportunity for administrative staff to improve their abilities and increase their value to the School District. This staff improvement is usually achieved by formal study or research and/or writing as approved by the Board upon the recommendation of the Superintendent.

The formal application shall include the following as applicable:

- a.** Formal Study -- An outlined plan of work intended to qualify personnel for a higher credential or program of recognized courses intended to improve the applicant in his/her field of endeavor.
- b.** Research and/or Writing -- The proposed undertaking shall be approved as it relates to the service of the personnel in his/her profession.

7.2 **Qualifications** -- An administrator who has been employed full-time for a period of three (3) consecutive years in the Bridgeport-Spaulling Community School District is eligible to apply for sabbatical leave of absence.

7.3 **Filing the Application** -- Completed applications for sabbatical leave must be filed with the Superintendent on or before March 1st of the year preceding the academic year for which the leave is being requested. Once filed, the application may be withdrawn at any time prior to the date of action by the Board. Such requests must be made, in writing, to the Superintendent.

7.4 **Action** -- The Superintendent will submit the recommendation(s) for sabbatical leave with name(s), along with the name of all applicants who applied for a sabbatical grant to the Board.

7.5 **Notification**

a. Upon receipt of the application, the Superintendent will forward a written acknowledgment. At the conclusion of the preliminary screening of the applications, each candidate will be notified as to the status of his/her applications.

b. Upon action by the Board, each candidate will be informed, in writing, as to the final disposition of the application, stating the reason for acceptance or rejection. This notification will occur by June 1st.

7.6 **Execution of Agreement** -- Prior to the granting of sabbatical leave, each administrator will sign an agreement with the Board to comply with the following requirements:

a. Administrators on sabbatical leave shall inform the Superintendent of any changes in the planned program and request his/her approval.

b. Administrators returning from sabbatical leave shall submit a written report to the Superintendent within thirty (30) days after resumption of active service. The report shall include the names of the institutions attended, courses taken, and transcripts of credits received.

c. Administrators agree to serve two (2) years at the Bridgeport-Spaulling Community School District, after having returned from sabbatical leave in a position in their classification for which they are certified and qualified (subject to Article 13). If two (2) years of service are not completed after sabbatical leave, that person shall reimburse the School District for the salary received during such leave, prorated based

on any time served subsequent to the end of the leave.

7.7 Change of Plans after Award -- Should the recipient of a sabbatical grant at a time prior to the effective date of sabbatical leave wish to give up the grant and return to regular service, he/she will notify the Superintendent, in writing. If the applicant so notifies the Superintendent prior to the end of the school year, he/she shall return to his/her assignment. If the applicant so notifies the Superintendent after the close of the school year, the applicant will have no legal claim to an assignment during the period of the sabbatical grant. He/she will be given priority consideration to be assigned to an unfilled position for which he/she is certified and qualified.

7.8 Quota -- Prior to March 1st of each year, the Board will specify the number of sabbatical leaves or the dollar amount for such purposes to be incorporated in the budget for the next fiscal year. At least one such leave will be budgeted each year.

7.9 Salary Provision -- An approved sabbatical leave of absence will carry an allowance of full fringe benefits and fifty (50%) contractual salary subject to such deductions as are required by law or employee election.

7.10 Vacancies created by an administrator being granted a sabbatical leave may be filled at the discretion of the Board, not subject to the Master Agreement.

ARTICLE XXI Grievance Procedure

Section 1: Definition

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

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

Section 2: Procedure

2.1: The administrator who feels that he/she has a grievance should first take the matter up verbally with their supervisors (within five [5] working days following the act or condition which is the basis of his/her grievance), who will attempt to resolve it with him/her.

For purposes of this Section, Assistant Principals shall use the same supervisors as the Principal.

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

2.3: Within five (5) working days of receipt of the grievance, the supervisor shall attempt to arrange a conference with the view of satisfactorily resolving the grievance. At the time of conference, the administrator may appear personally or he/she may be represented by an Association representative, or both. Such conference shall be scheduled at a time when there is not disruption of normal school routine and duties of the administrator.

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

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

2.6: If the Association does not accept the supervisor's answer, the grievance may be appealed to the Superintendent of Schools by sending such notice to him/her within fifteen (15) working days from the date of the supervisor's decision.

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

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

2.9: Such answer shall be final and binding unless appealed to the next

step within ten (10) working days from the date of the decision.

2.10: If the grievance is not settled at the preceding step, it may be submitted to arbitration at the election of either party. The matters to be arbitrated shall be submitted to an arbitrator as follows:

a. Within the ten (10) days referred to above (step 2.9), the party choosing to arbitrate must give written notice to the other party, setting forth specifically the nature of the grievance to be arbitrated, and offering names of arbitrators to hear the matter.

b. Within five (5) working days from the receipt of such notice, the other party shall notify the first party if any of the offered arbitrators are acceptable or if it chooses to offer alternatives.

c. If the parties are unable to mutually agree on an arbitrator, the moving party in the matter must within ten (10) days file with the American Arbitration Association. Thereafter, selection of an arbitrator will follow the American Arbitration Association procedures. All arbitration hearings conducted hereunder shall be in accordance with the Association's rules and procedures.

2.11: This Agreement constitutes a contract between the parties which shall be interpreted and applied by the parties and by the Board of Arbitration in the same manner as other collective bargaining agreements. The function and purpose of the Board of Arbitration is to determine disputed interpretations of terms actually found in the Agreement, or to determine disputed facts upon which the application of the Agreement depends. The Board shall, therefore, not have authority, nor shall it consider its function to include, the decision of any issue not submitted or to so interpret or apply the Agreement as to change what can fairly be said to have been the intent of the parties as determined by generally accepted rules of contract construction. The Board shall not give any decision which in practice or actual effect modifies, revises, detracts from or adds to any of the terms or provisions of this Agreement. Past practice of the parties in interpreting or applying terms of the Agreement can be relevant evidence, but may not be used so as to justify, or result in, what is in effect a modification (whether by addition or deletion) of written terms of this Agreement. The Board of Arbitration has no obligation or function to render decision or not to render a decision merely because in its opinion such decision is fair or equitable or because in its opinion it is unfair or inequitable.

2.12: If either party shall claim before the arbitrator that a particular

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

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

2.14: The arbitrators may make such investigation as they deem proper and may at their option hold a public hearing and examine all such witnesses and to make a record of all such proceedings.

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

2.15: The fees and expenses of the third impartial arbitrator, cost of transcript (if one is requested by the Board of Arbitration), hearing room, shall be borne by the loser as evidenced by the decision of the Board of Arbitrators. Should the decision of the arbitrators result in a compromise decision the arbitrators shall make a part of their decision a ruling as to how the above expenses shall be prorated.

ARTICLE XXII

Waiver Clause

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

they negotiated or signed this Agreement.

ARTICLE XXIII
Validity of Agreement

Section 1: The parties mutually agree that the terms and conditions set forth in this agreement represent the full and complete understanding and commitment between the parties hereto which may be altered, changed, added to, deleted from or modified only through the voluntary mutual consent of the parties in an amendment hereto.

Section 2: Should any article, section or clause of this Agreement be declared invalid by a court of competent jurisdiction, said Article, Section or Clause as the case may be shall be automatically deleted from this Agreement but the remaining articles, sections and/or clauses shall remain in full force and effect for the duration of the Agreement.

Section 3: This Agreement shall supersede any rules or regulations or practices of the Board, which shall be contrary to or inconsistent with its terms. It shall likewise supersede any contrary inconsistent terms contained in any individual bargaining unit member contracts heretofore in effect.

All future individual bargaining unit member contracts shall be made expressly subject to the terms of this Agreement. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.

ARTICLE XXIV
Duration of Agreement

This Agreement shall be effective as of July 1, 2007 and shall remain in full force and effect until midnight June 30, 2009.

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

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their authorized representatives as of the 6th day of March, 2006.

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

**BRIDGEPORT ADMINISTRATORS
PROFESSIONAL ASSOCIATION**

President

President

Secretary

Secretary

MEMORANDUM OF UNDERSTANDING

New administrators hired by the District will be placed on the salary schedule in the following manner:

- ▶ Administrators having no administrative experience will be placed on step zero of the contractual salary schedule.
- ▶ Experienced administrators hired by the District will start at a rate negotiated by the superintendent or his/her designee. An experienced administrator will not be placed on the salary schedule at a rate that exceeds his/her level of experience.
- ▶ Notwithstanding the above, the superintendent reserves the right to negotiate the starting salary with any new administrator that will be based on that individual's experience, background, and qualification for the position.