

Bedford Public Schools

**Bedford Education
Association**

**Master
Agreement**

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Bedford Education Association Master Agreement

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AGREEMENT

This agreement entered into this first day of July 2004, 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 1 - 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, Student Support Coordinators, Title I Literacy Coaches, 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 negotiating unit as defined above.

- B. The Board agrees not to negotiate with any teachers' organization other than the Association for the duration of this Agreement.
- C. The term "Director of Personnel" shall be synonymous with "Assistant Superintendent of Human Resources" and the term "Director of Instruction" shall be synonymous with "Assistant Superintendent of Instruction".

ARTICLE 2 - 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 1, 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, because of his participation 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 this shall not interfere with or interrupt normal school operations in the opinion of the building principal.
- E. The President and the Bedford Education Association shall be provided a lockable office, preferably in the building where the President teaches, and as space permits, a lockable filing cabinet for storage and shall have a phone that affords privacy. Usage of such location shall not disrupt the educational process. Non-local phone charges shall be at the expense of the Bedford Education Association.
- F. The Association shall have the right to post notices of its activities and matters of Association concern on teachers' bulletin boards, at least one (1) 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 Michigan 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 designees, public information about the School District.
- I. The private and personal life of any teacher is not within the appropriate attention of the Board except as defined by the law and State Tenure Act.
- J. In the spirit of collaboration, the BEA President and the Assistant Superintendent of Human Resources shall meet regularly to discuss district issues. Both parties recognize the desirability of problem resolution without further legal recourse.
- 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.
- L. A teacher engaged during the school day in negotiating on 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.
 - 1. A total of twenty (20) teacher days, and such other days as needed, upon mutual consent of the Assistant Superintendent of Human Resources and the President of the BEA, shall be granted to the Association to use at the discretion of the Association for Association business; said days shall not be used for mediation or arbitration. The Assistant Superintendent of Human Resources shall be notified in writing by the Association three (3) days in advance, unless otherwise mutually agreed upon by the parties. Unused days may be accumulated for a period of one academic year.

- M. Enrollment in District payroll deduction programs such as the 403(b), United Way, Government Bonds, approved Teacher's Credit Union, Insurance options, Michigan Public School Employees Retirement System (MPSERS) tax-deferred payment program, and direct deposit shall be available during open enrollment periods as designated by the District and in accordance with the established payroll schedule and procedures for the year. Written employee authorization is needed to participate in District approved employee deduction programs. Add last sentence to opening paragraph on the Bedford Public Schools Employee Direct Deposit Authorization: "In the event an overpayment or underpayment is not discovered within the same pay period, the affected parties and an Association representative shall meet to resolve a pay-back plan."
- N. In the spirit of collaboration, the BEA President's planning period shall be the first or last period(s) of the day. Other arrangements may be made by mutual consent.
- O. BEA members who are Michigan residents, pursuant to state law, shall have preferential rights in enrolling their child(ren)/dependent(s) in all-day kindergarten and shall further have the right to enroll said child(ren)/dependent(s) in the building at which they are employed.
- P. When work is being done in the classroom of the impacted instructor, it is imperative that clear communication exists between the two parties. The educator has the right to be apprised of changes well in advance and given reasonable assistance and time to pack and unpack.

ARTICLE 3 - BOARD'S RIGHTS

- A. The Board, on its own behalf and on behalf of the electors of the School District, hereby retains and reserves the rights unto itself, all the powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the school code and the laws of the state, the constitution of the State of Michigan, and/or include, by way of illustration and not by way of limitations, the right to:
 1. manage and control its business, its equipment, its operations, and direct the working forces and affairs of the entire school system within the boundaries of the School District of Bedford;
 2. continue its rights, policies, and practices of assignment and direction of its personnel, determine the number of personnel, and schedule all the foregoing;
 3. direct the working force, including the right to establish and/or eliminate positions, to hire, evaluate, promote, suspend, discharge employees, transfer employees, assign work or duties to employees, determine the size of the work force, and to lay-off employees;
 4. determine the services, supplies, and equipment necessary to continue its operation and to determine all methods and means of distributing the above and establishing standards of operation, the means, methods, and processes of carrying on the work;
 5. determine the qualifications of employees;
 6. adopt rules and regulations;
 7. determine the location or relocation of its facilities, including the establishment or relocation of new schools, buildings, departments, divisions or subdivisions thereof, and the relocation or closing of offices, departments, divisions or subdivisions, buildings, or other facilities;

8. determine the financial policies, including all accounting procedures, and all matters pertaining to public relations; and
 9. determine the size of the management organization, its functions, authority, amount of supervision, and table of organization.
- B. It is further recognized that the Board, in meeting such responsibility and in exercising its powers and rights, acts through its administrative staff.
- C. The listing of specific management rights in this Agreement is not intended to be nor shall be restrictive of a waiver of any rights of management not listed and specifically surrendered herein, whether or not such rights have been exercised by the Board in the past.

ARTICLE 4 - DEDUCTIONS FOR PROFESSIONAL DUES

- A. Within thirty (30) days of the beginning of their employment, teachers may sign and deliver to the Board the official Michigan Education Association/National Education Association form authorizing deduction of Political Action Committee contributions, membership dues, and/or assessments of the Association. Members shall authorize professional deductions over eighteen (18) pays and pay periods over either twenty-one (21) or twenty-six (26) pays and said authorization shall continue in effect from year-to-year unless revoked in writing to the Assistant Superintendent of Human Resources, the BEA Treasurer, and the BEA Secretary no later than August 1 of the upcoming school year. Members are encouraged to sign-up for direct deposit.
- 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. 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 to the Association an amount equal to membership dues for the Association, the National Education Association, and the Michigan Education Association. The teacher may authorize payment by payroll deduction or may pay the Association directly. If 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 costs of defense or any liability resulting from the defense of any action claimed or otherwise for which the Board may be liable by virtue of enforcing the provision of this Article. It is expressly understood that the selection of attorneys will be made by the Association.
- D. The Association shall provide the human resources office with the following information by the fourth (4th) Friday of the school year:
1. the amount of Bedford Education Association/Michigan Education Association/National Education Association dues to be deducted will be based on the submittal of Association information and in accordance with the established District payroll schedule for the year;

2. a list of all teachers who will pay their dues directly to the Association instead of using payroll deduction.

ARTICLE 5 - 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 more than ten (10) minutes before the start of their school day nor remain more than five (5) minutes after the last bell. Staff meetings shall not exceed two per month and shall last no longer than one hour. Both parties recognize that issues of immediate concern might prompt additional meetings through mutual consent of the building Association Representatives (ARs) and the building administration. To promote a positive working relationship between the BEA and school District, monthly meetings between the ARs and the building administration shall be scheduled. In-service or professional development or NCA days shall not last longer than a regular school day, except that members shall have one hour for lunch, minimally.
 1. The School District may schedule the start of classes thirty (30) minutes before or after an elementary starting time of 8:40 a.m. and a secondary starting time of 7:30 a.m. Any other starting time for an elementary or secondary school shall require negotiations with the Association. This provision will not have the effect of lengthening the school day. As a matter of professional courtesy, the BEA shall be informed of any such consideration, while it is in the planning stage.
- B. All BEA members shall be entitled to a thirty (30) minute, duty-free, uninterrupted lunch period.
- C. The normal weekly teaching load in the Senior High School and the Junior High School will be twenty-five (25) teaching periods, five (5) homeroom periods, and five (5) unassigned preparation periods. Teaching periods shall not exceed fifty-five (55) minutes. Homeroom periods shall not exceed thirty (30) minutes. One period may contain an additional five (5) minutes to conduct school business.
 1. From starting time to dismissal time, the elementary teachers shall not have more than five and one-half (5 1/2) hours of teaching time per day.
- D. Elementary teachers shall have unassigned time while their classes are receiving instruction from various teaching specialists.
 1. Both parties recognize that it is in the best interest of the educational process, when practicable, to discourage work outside a BEA member's content area; therefore, mutual agreement between the parties shall occur before assignments are made.
- E. Teachers of music, art, the laboratory sciences, media specialists, speech therapists, reading/curriculum 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 buildings. The District shall attempt to schedule such relief time in blocks of not less than thirty (30) minutes. Being replaced by a specialist teacher, such as a teacher of music, art, or physical education, shall not constitute preparation time as defined by this Article.
- F. If a teacher shall substitute during his or her preparation period or teaches summer school, they will be paid an hourly rate. The salary schedule is based upon a normal weekly teaching load as defined in this Article. The work year is defined in Article 21 (School Calendar). In addition to his or her base salary or given equivalent released time for all time spent after the regular school

day, when ordered in writing by the Board, a BEA member shall be paid an hourly rate for the following activities: parent-teacher conferences, PTA meetings, supervision of extra-curricular activities of students, teachers' meetings extending more than one (1) hour, or any part thereof, beyond school time of any day, Saturdays, Sundays, holidays, and attendance at any educational or civic functions where attendance is not voluntary. Extra duty assignments for which a salary has been established are excluded from the application of this section. The hourly rate is as follows:

| 2004-2005 | 2005-2006 | 2006-2007 |
|-----------|-----------|-----------|
| 1.00% | 1.5% | 1.5% |
| \$ 23.64 | \$ 23.99 | \$ 24.35 |

- G. Both parties agree that the scheduling of students and the work of the high school counselors during the summer months is critical to the success of the academic year in the high school. Some of the responsibilities of each counselor will include:

Senior transcript checks,
 Student scheduling,
 Orientation of potential students into Bedford,
 Resolution of student conflicts with master schedule, and
 Other counseling duties as directed by administration.

The District agrees to pay each counselor for ten (10) days beyond the school calendar at their daily rate; such days to be determined by mutual agreement between the counselor(s) and building administration. The District agrees to pay a junior high school counselor at their daily rate of pay for up to five (5) days. It is also understood that each counselor can earn an additional three (3) days of unrestricted compensatory time, upon approval of the high school/junior high principal. For purposes of this agreement, a day shall be defined as 8:00 am until 3:00 pm, with one hour for lunch to correspond with the closing of the high school/junior high main office. In the event the office does not close at a designated time, the counselors' lunch hour shall be from noon until 1:00 pm, unless mutually agreed otherwise.

ARTICLE 6 - TEACHING CONDITIONS AND CLASSLOAD

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 District. 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 days 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 educational 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. It is also advisable that in certain specialized areas (business, mechanics, advanced art, vocational education, etc.), class size should not exceed available workstations.
1. Enrollment in the elementary grades shall be established at a pupil-teacher ratio of thirty (30) to one (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 thirty (30) to one (1). Beginning with the 2005-06 school year, enrollment in the elementary

and secondary grades shall be established as follows whenever possible. However, the District reserves the right to alter these class sizes by providing the impacted BEA member the appropriate remuneration and remains the sole determiner of whether or not to add a section or class. Once the numbers below are reached, the impacted BEA member shall earn a stipend of \$50.00 per student per semester based upon the following remuneration schedule. For the purposes of remuneration, the student(s) must be in the impacted BEA member's class for the equivalent of one (1) quarter of the academic year.

Enrollment in the elementary grades shall be established as follows:

| | | Optimum Size | Stipend Payment Shall Begin At |
|----|------------------------|-----------------|--------------------------------------|
| a) | Young Fives range | 1-15 | 16 |
| b) | Kindergarten + Grade 1 | 1-25 | 26 |
| c) | Grades 2 and 3 | 1-25 | 27 |
| d) | Grades 4 and 5 | 1-27 | 30 |
| e) | Grade 6 | 1-28 | 30 |

Pupil-teacher ratios in combination classes shall be limited to the above combinations and shall be limited in size to the high end of the optimum size.

Enrollment at the secondary level shall be established in the core academic classes at a range of 1-30, with remuneration beginning at 32, and students with an IEP shall be counted as 2 students for the purposes of determining remuneration under this provision. Payment of a stipend of \$20.00 per student per semester shall begin at 32 students. For the purposes of remuneration, the student(s) must be in the impacted BEA member's class for the equivalent of one (1) quarter of the academic year.

2. The maximum class load in the Intermediate and Junior High School shall follow the North Central Accreditation standards for Junior High Schools where possible. The maximum class load 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: Ten (10) students Maximum: Fifteen (15) students

4. Special Education - Special education teachers shall have planning time on a daily basis. Further, during first semester and during second semester, special education teachers shall be provided with substitute teachers a minimum of three (3) days (one and one-half days each semester), to be determined by mutual agreement with building administration, in order to conduct IEP meetings, confer with parents, and maintain/generate records/required documentation.

The administrators at both the elementary and secondary levels will make an effort to assign special education students within grades or section in such a manner that there is an equal distribution of students. Core curriculum teachers at grade levels Y5-3 who initiate a CST (or the equivalent) shall receive \$25.00 per student for the first two (2) students so referred. Both parties agree that this provision shall not be the subject of bargaining for the term of the successor agreement.

5. Bedford elementary students who have been identified and placed in the Resource Room through an IEPC (Individual Educational Placement Committee), and who are in a regular classroom for at least fifty percent (50%) of the day, shall be counted as two (2) for one (1) for regular class size purposes. This does not include speech therapy students. Should the pupil-teacher ratio equivalency exceed thirty-two (32) students to one (1) due to these students, then for each equivalency over thirty-two (32), the homeroom teacher shall receive fifty dollars (\$50) per semester. This shall be calculated for the first semester on the first day of the second marking period, and for the second semester on the first day of the fourth marking period.

Beginning with the 2005-06 school year, at the secondary level, the District agrees to pay all regular education core curriculum teachers \$50.00 per student per semester for special education students assigned to the class load beyond the total special education student number of twenty (20), based upon a schedule of five (5) core classes, or prorated for fewer than five (5) such classes. Both parties agree that combined classes that are jointly and voluntarily taught by regular and special education teachers are exempt from this calculation. [Example # 1 – A high school science teacher has 5 sections – the number of special education students in his regular education classes throughout the day totals 22 with 4 (in 1st hr), 5 (in 2nd hr.), 6, 3, 4. He/She would thus be eligible for \$100 one-time payment (2 X \$50) at the end of each semester. Example # 2, pro-ration – A junior high school English (Core Curriculum)/PE teacher has 5 sections – 3 sections of English (Core Curriculum)/2 sections of PE. He/She has 5 students in each one of his/her English (Core Curriculum) sections for a total of 15 special education students. Under the pro-ration language, the teacher would be reimbursed for 3 special education students at \$50 each semester and would thus be eligible for a \$150 one-time payment (3 X \$50) at the end of each semester.]

6. For students in an alternative placement, the tutor or in-school suspension coordinator shall ask the student's teachers for guidance in covering curriculum. The teacher shall determine whether to provide general framework or specific lesson plans. The tutor shall be responsible for correcting work and averaging grades, unless the teacher(s) indicate a preference to do so.
- 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, computers, peripherals, and software, 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 made by its representatives and the Association.
 - C. The Board agrees to make available in each school adequate typing, word processing, and duplication facilities to aid teachers in the preparation of instructional materials, and shall, henceforth, make available clerical assistance for duplication purposes. Furthermore, said devices shall be available, and said machines shall be kept in working order. Any problems in this regard shall be brought to the attention of the building principal who will promptly deal with the matter.

- 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, which shall be equipped with a functional lock and key, upon written request by the member,
 3. an appropriate dictionary in every classroom, and a class set in every language arts classroom, by the end of this contract.
 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 teachers, 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, and
 8. a program for attendance summaries and collection of money other than by teachers; this will include, but not be limited to, milk, pictures, and book money; and fourth (4th) Friday initial enrollment forms.
- E. The Board shall make available in each school adequate lunchroom, restroom, and lavatory facilities exclusively for adult use, and at least one (1) room, appropriately furnished, which shall be reserved for use as a faculty workroom. The lunchroom shall be provided with a functioning refrigerator, toaster-oven, microwave, and air conditioning. Said restrooms/lavatories shall be furnished with functioning exhaust fans. A minimum of one (1) teacher workroom shall be furnished with functioning copying machines, risographs, and air conditioning, and shall have priority use of same over other groups, unless said groups utilize same after the end of the school day.
- F. Private telephone access 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.
- I. With regard to teachers who are required to travel from building to building as part of their teaching responsibilities, the Board agrees to schedule the aforementioned to provide for a reasonable amount of time to meet their responsibilities. No teacher shall be expected to use his lunchtime, conference time, or preparation time in order to fulfill travel requirements. Teachers who are required to travel shall have the right to reimbursement for mileage per the current IRS standard, to be adjusted annually.
- J. Smoking or the chewing of a tobacco product on Bedford Public School property, and/or in Bedford Public School vehicles, on a structure or real estate owned, leased, or otherwise controlled by the Bedford District, shall not be permitted at any time.

ARTICLE 7 - CHAIRPERSONS AND CURRICULUM COORDINATORS

A. Each building shall have a chairperson (or co-chair, jointly approved by the building principal and the Assistant Superintendent of Instructional and Student Services), in the following subject areas: English, Social Studies, Mathematics, Science, and Computer Technology, and at the secondary level, Physical Education and, at the high school level, Business, Counseling, and Foreign Language. District-wide chairpersons shall be in the subject areas of Music, Art, Physical Education, Foreign Language, Life Management/Trade and Industrial Education, Business & Marketing Education, Drivers' Education, Gifted and Talented, Professional Development, and Technology.

1. Elementary School Lead Teachers and building chairpersons shall be paid the following stipend:

| 2004-2005 | 2005-2006 | 2006-2007 |
|-----------|-----------|-----------|
| 1.00% | 1.5% | 1.5% |
| \$1,303 | \$1,323 | \$1,343 |

B. The Assistant Superintendent of Instructional and Student Services shall appoint one (1) person from each of the areas of English, Social Studies, Mathematics, Science, Foreign Language, Art, Music, Physical Education, Life Management/Trade and Industrial Education, Business & Marketing Education, Special Education, Computer Technology, Counseling, and others, as listed in Section A above (District level) to form a Curriculum Council for the Bedford Public Schools. These persons shall be known as Curriculum Coordinators, and shall be tenured teachers. Each of these Coordinators shall be paid:

| 2004-2005 | 2005-2006 | 2006-2007 |
|-----------|-----------|-----------|
| 1.00% | 1.5% | 1.5% |
| \$ 328 | \$ 333 | \$ 338 |

plus merit pay. (Merit pay is determined at the conclusion of the school year by the Assistant Superintendent of Instruction. See appendage for Merit Pay Instrument.)

1. The Curriculum Council and the Assistant Superintendent of Instructional and Student Services shall develop measurable objectives to be used as a basis for the disbursement of merit pay.
2. The Curriculum Council, the Assistant Superintendent of Instructional and Student Services, and the building principals shall write a job description for the position of chairperson, to be provided by administration no later than Orientation Day each academic year if changes have been made.

C. Chairpersons and Curriculum Coordinators shall be given released time at the discretion of the Assistant Superintendent of Instructional and Student Services for meetings and assignments.

ARTICLE 8 - 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. It is not the intent of the District to hire substitute teachers to avoid hiring a full-time BEA member.

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. "Working on a degree program" shall be construed to mean earning a minimum of three (3) credit hours per year toward a course of study leading to teaching certification. This requirement shall commence July 1, 2002; each "year" thereafter shall be construed to be from July 1 through June 30. The District shall post, both internally and, if applicable, externally, for a certified teacher for said position(s) and shall provide evidence of same to the BEA.
- 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 certification and qualification as defined below, and with the approval of the teacher in each instance.
- D. Teacher Qualifications
1. For a teacher hired after July 1, 1986, the following shall apply:
 - a. A teacher must have a State of Michigan recognized certificate endorsement of a major or minor to teach any subject in grades seven (7) or eight (8), or to teach Art, Music, or Physical Education at the elementary level.
 2. For teachers hired prior to July 1, 1986, the following shall apply:
 - a. A teacher must have a State of Michigan recognized certificate endorsement of a major or a minor to teach any subject in grades seven (7) or eight (8), or to teach Art, Music, or Physical Education at the elementary level.

OR
 - b. A teacher must complete the equivalent of six (6) semester hours of credit courses in the subject area.
 1. The cost of tuition and fees for the six (6) semester hours will be borne by the Board, not to exceed eighty dollars (\$80) per semester hour.
 2. Credits must be earned at the rate of three (3) credits per year after the teacher has been notified that the teacher's assignment to the specified position.
 3. A teacher having experience (as of May 1986) in an area but not having a major or minor in the area shall not be required to take the additional courses. Experience is defined as no less than five (5) sections in the subject area in the last four (4) years.
 4. To be eligible for recall from lay-off to such a specialized assignment, a laid-off teacher must agree to enroll and complete the credit courses as described above. The cost of

tuition and fees for such courses will be borne by the Board not to exceed eighty dollars (\$80) per semester hour.

- E. Teachers who will be affected by changes in grade assignments in the elementary schools or subject assignments in the secondary schools shall be notified in writing for the coming year by June 1 (first): these assignments to be based on present student enrollment of that date.
1. Should a change in student population within an elementary building require reassignment after June 1 (first), no elementary teacher shall be required to move more than two (2) grade levels within that building. In case of a change in grade assignment, principals will first seek volunteers from the existing staff in the building. Building administrators shall then consider seniority as a factor in making any such assignments.
 2. Any changes in teacher assignments, resulting in a teacher(s) being transferred to other buildings, such assignments shall be made by mutual consent or system seniority in the building having to make the change(s). Teachers so affected shall be notified no later than June 1.
 3. Any teacher assigned to the Open Door program from another building within the District shall be assigned by mutual consent, except in the case of lay-off conditions, at which time Article 17 (Lay-Off Procedure) of the Master Agreement will apply.
 4. BEA members will be consulted verbally and in writing in the event a change in assignment is warranted, following the issuance of the original assignment for the coming year. Furthermore, it is agreed that members will not be expected to submit a syllabus, course of study, or like document until and unless the assignment is secure.
- F. 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. Assignments will be given to the applicant most qualified as determined exclusively by the District Administration. 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.
- G. The administration will make every effort to fill a new experimental delivery system with a qualified tenured teacher.
- H. The District agrees that all Early Bird/Zero Hour vacancies will be posted per the Master Agreement. Secondly, the Early Bird/Zero Hour teaching assignments will be continuous. Article 5 (Teaching Hours) will be adhered to in the structuring of Early Bird/Zero Hour classes. The Association and District will periodically meet to discuss, in advance, the potential formation of any and all Early Bird/Zero Hour classes at the secondary level. Transportation will be provided by the respective students to and from Early Bird/Zero Hour classes. When morning classes do not convene, Early Bird classes will not meet. Furthermore, since the Early Bird day begins at 6:30, those teachers should not be compelled to attend faculty meetings held after the end of the school day.

ARTICLE 9 - VACANCIES, PROMOTIONS, AND TRANSFERS

- A. Whenever any vacancy in a position covered by the Agreement shall occur, the Assistant Superintendent of Human Resources will give written notice of such vacancy to the Association, including a general statement of the qualifications required, and, if applicable, shall internally post the position within a reasonable amount of time. In the event no qualified internal candidates apply, then the position shall be promptly posted externally, minimally, at the

MIREAP employment website. This notice will be publicized on the BPS website, and posted in each building and a copy given to a designated BEA building representative (AR) for posting on a BEA bulletin board. No vacancies will be filled on a temporary basis, within five (5) school days during the school year from the date of distribution of the bulletin and within ten (10) calendar days of the notice of the Association during the non-school months. Postings during the summer months will be listed in a Personnel newsletter to be included with paychecks, or as a supplemental mailing for those receiving 21 pays. BEA members are encouraged to consult the District website at bedford.k12.mi.us on a weekly basis. All tenured teachers shall be interviewed by the administration for the position for which they have applied, and to the same extent and in the same manner as other internal candidates for the posted position.

The Assistant Superintendent of Human Resources will have the BEA President sign-off on postings for all BEA positions. In the event the BEA President is unavailable; any designated BEA officer may sign-off on a posting. Future posting issues which lead to the filing of a grievance will not be taken to the mediation step; instead, such grievances will be taken directly to the expedited arbitration. On a case-by-case basis, the BEA President shall be provided with release time, on an hour minimum basis, to deal with posting issues during the school year. Additionally, the BEA President shall be compensated at the BEA contractual hourly rate or equivalent compensation time for actual time spent (minimum of one hour) on posting procedures with the Assistant Superintendent of Human Resources outside of the school year.

- B. The Board declares its support of a policy of filling 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 qualified teacher may apply for a vacancy and shall be granted the courtesy of an interview. As a matter of professional courtesy administrative positions, including administrative central positions shall be posted with the BEA. Furthermore, the parties agree BEA members in an acting administrative or shared (teaching-administrative) position will have no supervisory authority over other BEA members. This includes, but is not limited to the right to evaluate or report on other members of the bargaining unit.
- 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 (1) copy of which shall be filed with the Assistant Superintendent of Human Resources and one (1) copy filed with the Association. The application shall set forth the school, grade or position sought, and the applicant's academic qualifications. All tenured teachers applying for a posted opening shall be interviewed initially by the administration for the position to the same extent and in the same manner as other internal candidates for the position. Priority needs to be given to transfer requests, upon mutual agreement between the Assistant Superintendent of Human Resources and the BEA president. Requests for transfer 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 Human Resources office.) All such requests shall be strictly confidential.
- D. Any qualified BEA member applying for a position shall be hired before an external candidate. Any exception requires a meeting to be called, in writing, by the District with the proposed building administrator, the Assistant Superintendent of Human Resources, the affected BEA member, and the MEA Uniserv Director, within seventy-two (72) hours of the administrator's decision not to accept the application/transfer request of the BEA member, for the purpose of explaining said principal's rationale. Failure to hold the aforementioned meeting with the explanation will result in the member being placed in the desired position. Administration shall not announce or promise the position to any other candidate until after the aforementioned meeting.

- E. Consideration should be given by building administrators to maintain the integrity of team teaching situations.
- F. 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 the Agreement prior to such transfer and while serving in a supervisory or executive position.
- G. In the event a teacher from outside the system is contracted to fill a newly created or vacated position after the school year has started and a qualified teacher from this system has applied for the position, it is understood that the newly hired teacher's position shall be temporary and considered open to transfer once the current school year ends. The position shall be made known to the bargaining unit and priority in filling this position shall be from those applicants within the system considering the factors specified in Article 9 - A above.
- H. Should elementary Media Specialists positions be restored, the displaced Media Specialists shall be given the right to return to their former Media positions.

ARTICLE 10 - 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 (2) 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. Any teacher whose extended illness carries him beyond the number of days allowed to borrow by the contract shall be entitled to a hearing with the Superintendent or designee for consideration of borrowing additional days.
 - 1. Unearned sick days borrowed, up to the maximum specified in Article 10 (A), through a promissory note, are to be repaid (either by earned days or deducted at a per diem contract rate) within one (1) calendar year. Payment shall be made in full, no later than one (1) calendar year from the date of being borrowed.
- B. Absence due to injury or illness incurred in the course of the BEA member's employment shall not be charged against the teacher's sick leave days. The Board shall pay to such BEA member the difference between his salary and the benefits received under the Michigan Workers' Compensation Act for the duration of such absence.
- C. Each BEA member shall be entitled to one (1) day sick leave for each month of employment or major fraction thereof. The portion of each year's unused leave shall be carried over 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) consecutive days. Requested examinations shall be at the Board's expense. Should such examining physician disagree with the opinion of the employee's treating physician as to the disability of such employee, or the extent of the restrictions or limitations of such employee, the employee will be referred to an independent third physician for examination and evaluation. This physician will be mutually agreed to by the employee and the District and will be paid for by the District.
- E. If a BEA member suffers a serious illness or injury and, due to such illness or injury, utilizes all of his or her accumulated sick leave days, another BEA member may provide such BEA member with up to a maximum of six (6) of his or her accumulated sick leave days per annum, to be utilized with regard to leave as a result of the serious illness or injury. The BEA member suffering the serious illness or injury may not accumulate more than a maximum of forty (40) sick leave days under this provision. A committee shall be formed to determine the eligibility of the employees' illness or injury.
- F. Any BEA member having no absence chargeable against his earned sick leave days shall receive a bonus of one (1) sick leave day, posted at the end of each semester, in which said BEA member having perfect attendance for the entire semester will receive a sum of two hundred fifty dollars (\$250). Any BEA member having perfect attendance for the entire year will also receive one (1) bonus day posted at the end of the school year.

Absence without pay at any time during a given semester shall cancel the provisions of this paragraph except for up to three (3) days for observance of religious holidays as specified in Article 12, Section I (Leave of Absence).

- G. In lieu of being paid the hourly teacher rate for substituting during his or her planning period (as provided in Article 5-F), a BEA member may accumulate time. Accumulation of six (6) hours shall equal one (1) sick/personal business day. Sick days earned through this substitution plan may replace a maximum of one (1) sick day per year, with such sick day being applied for the purpose of attaining perfect attendance within the year it has been earned. BEA members shall have the option to take the sick/personal business day the following year, or be reimbursed for his/her time. Members may break earned hours into half-days. Any remaining earned hours will be reimbursed at the hourly teacher rate.

A list of teachers, who wish to substitute during their planning periods, would be established at the beginning of each school year on District seniority basis within each building for each period of availability.

ARTICLE 11 - SABBATICAL LEAVE

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

ARTICLE 12 - LEAVE OF ABSENCE

- A. Any teacher whose personal illness extends beyond the period compensated under Article 10 (Sick Leave) 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, or a substantially equivalent position. Application of this policy shall be considered only at the beginning of each semester. Each teacher, while on such leave of absence, shall continue to receive benefits to the extent of the teacher's sick day allowance or as provided under the requirements of the Family and Medical Leave Act, or as modified by Article 10, E, whichever is greater.
- 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, step-relative, father-in-law, mother-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandchild, grandparent, legal guardian, or a resident or dependent of the member's immediate household residence. Step-relatives within the definition of the immediate family shall include step-mother, step-father, step-sister, step-brother, step-child, or step-grandchild.
 2. A maximum of one (1) day per school year when an emergency illness in the family requires a BEA member 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, step-relative, daughter-in-law, or son-in-law. A maximum of three (3) days for death of a grandparent, grandchild, brother-in-law, sister-in-law, or legal guardian, or resident or dependent of the member's immediate household. A maximum of one (1) day shall be granted for the death of an aunt, uncle, niece, or nephew. If travel time is necessary, the Assistant Superintendent of Human Resources shall determine the length of reasonable travel time allowed. A request for such leave shall be made within three (3) working days of member's notification of the death.
 2. Commencing the 2005-2006 school year, 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. Personal days may not be used for outside employment, inclement weather, or scheduled in-service days. Personal days shall not be used on in-service days, unless approved in advance. Personal days may not be taken the day prior to and/or after a vacation period or holiday except in cases of emergency. The parties agree that the District shall have the exclusive right to limit the number of teachers that may be granted a personal day on any given day. The District may limit the number of personal days granted on a given day based upon the date and time of the teacher's notification as indicated on the SEMS system (the teachers with the earlier notification shall be granted the personal day.) The District shall give the teacher a reason for any day refused.

One (1) additional personal business day will be provided to BEA members in their 12th step and beyond, for a total of three (3) and accumulated to a maximum of four (4) (if

member carries over one (1) day from the previous year) each school year, subject to Article 10-G, and above provision.

A teacher planning to use a personal day or days shall notify the District through the SEMS system at least three (3) days in advance except in cases of emergency. Unused personal days shall be added to accumulated sick leave days at the end of each school year, except that up to one (1) shall be carried over to create up to three (3) for the following year, except as noted above.

Upon retirement, all unused personal days shall be added to sick leave days.

3. A member called for jury duty or subpoenaed as a witness to give testimony before any judicial tribunal agree that monies paid to the employee shall be given to the District; the District agrees to pay employee for the day(s) wages. The employee may keep any mileage reimbursement given.
 - a. A teacher called for U.S. Military duty or training 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 present to the Assistant Superintendent of Human Resources a signed statement from his commanding officer or the officer's designee stating the gross amount paid for this service. Reimbursement under this paragraph shall be limited to thirty (30) calendar days.
- D. Leaves of absence without pay for not more than one (1) 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. All pregnant teachers shall notify the administration of pregnancy at least three (3) months prior to the expected date of birth. Said notification is to be accompanied by a statement from the attending physician giving the anticipated date of birth of the child. Said notification shall be filed with the Assistant Superintendent of Human Resources.
 2. If a teacher applies for up to thirty (30) working days 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.
 3. If a teacher applies for a maternity or childcare leave for a portion of the current school year, it will be granted. A teacher, upon returning from this leave, shall be restored to her former position or a position of like nature and status. This Article does not protect the teacher from lay-off if said teacher's seniority date is included in the seniority dates affected by lay-off.
 4. If a teacher applies for a maternity leave or child care leave for the entire 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 returning to work.

Failure to return to work following the expiration date of the leave in Number 3 (Three) 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 Number 2 (Two) may be converted to Leave Number 3 (Three).

Maternity leave and/or childcare leave will be granted without pay, without experience credit, without sick leave accumulation, and without insurance benefits. Upon return from maternity and/or childcare leave, the teacher shall be restored to her same position on the salary schedule as when she left and be entitled to other accrued benefits prior to said leave.

- F. A teacher that is granted a discretionary leave for parental care shall continue to receive health insurance for the first thirty (30) calendar days of the leave. Provided the teacher returns within the thirty (30) days without receiving an extension, the teacher will return to the position held at the time the leave was granted. If the leave is extended beyond the thirty (30) days, the teacher will be entitled to fill the first available position for which the teacher is qualified and certified upon return to work. This Article does not protect the teacher from lay-off if the teacher's seniority date is included in those seniority dates affected by lay-off.
- G. 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 (1) year without pay shall receive credit toward their salary increment on the schedule appropriate to their rank.
- H. 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.
- I. Returning to work following a leave as defined in Section A, F, or G will be permitted only at the beginning of a semester. Return at the beginning of the second (2nd) semester shall be contingent on existing vacancies.
- J. A teacher shall be allowed up to three (3) days per year to be excused without pay from teaching duties for observance of religious holidays. A teacher planning to observe a religious holiday must give one (1) week notification to the human resources office in order to be excused for the day.
- K. A teacher may request a leave of absence, not to exceed one (1) year, which may be granted at the discretion of the School District. The teacher shall place the request in writing to the Assistant Superintendent of Human Resources. Provided the teacher returns within the thirty (30) days without receiving an extension, the teacher will return to the position held at the time the leave was granted. If the leave is extended beyond the thirty (30) days, the teacher will be entitled to fill the first available position for which the teacher is qualified and certified upon return to work. This Article does not protect the teacher from lay-off if the teacher's seniority date is included in those seniority dates affected by lay-off.
- L. A BEA member who attends a ceremony awarding a degree (i.e., high/college) for self or immediate family (as defined under leave for critical illness) shall be eligible to receive one (1) extra personal business day to attend the event if it is held, or if travel is necessary, on a workday.

Other exceptions may be made for attendance at similar events based on the sole discretion of the Assistant Superintendent of Human Resources.

ARTICLE 13 - TERMINAL REIMBURSEMENT OF UNUSED SICK LEAVE

- A. Teachers retiring under the provision of the Michigan Public School Employees' Retirement System with at least ten (10) years of service in the Bedford School System will be paid fifty dollars (\$50) per day for each unused sick leave day not to exceed one hundred and forty (140) days of unused sick leave. Beginning with the 2005-2006 school year, BEA members may be reimbursed for earned, unused sick days up to a maximum of 160 days provided that the employee submits written notification of the retirement to the Assistant Superintendent of Human Resources no later than March 30.
- B. Teachers resigning their positions after serving as teachers in the Bedford School System for ten (10) or more years will be paid twenty dollars (\$20) for each unused sick leave day not to exceed one hundred and forty (140) days of unused sick leave.
- C. Should the Board place a teacher on involuntary leave of absence for reasons of health, the teacher may elect to resign and receive payment for unused sick leave days due to him at his current daily rate of pay.

ARTICLE 14 - INSURANCE PROTECTION

- A. The Board shall offer, without premium contribution to move to MESSA Choices II health insurance benefits and/or the Board shall provide a level of health insurance benefits equal to the benefits specified in MESSA Choices II Certificate of Benefits. MESSA's Super Care I coverage will remain in effect through June 30, 2005, with the Choices II coverage effective July 1, 2005.

BEA members may elect to maintain existing MESSA Super Care I coverage by contributing a monthly amount of the difference between the MESSA Super Care I premium and the MESSA Choices II premium. A pre-tax payroll deduction, as permitted by the IRS, shall be available to the membership for this purpose. Life insurance benefits shall continue as previously established.

All BEA members shall receive long-term disability (LTD) through a policyholder exclusively determined by the District's sole authority – currently Reliance Standard. Per provisions stated below.

LTD
Reliance Standard

| | |
|---------------------|-----------------|
| Monthly Benefits | \$5,000 maximum |
| Benefit Percent | 67% |
| Waiting Period | 60 days |
| Benefit Period | 2 years |
| Pre-existing Clause | Waived |
| Rate Guarantee | 2 years |
| Health Insurance | Included |

- B. The employee may choose MESSA Choices II or the alternative coverage offered by the Board.
 - 1. It is recognized that the Board has the option of selecting an alternative method of delivering health insurance benefits equal to those benefits specified in MESSA's Certificate of Benefits. The School District reserves the sole right to select the alternative

carrier or, if self insurance, the administrative service organization. If the Board offers an alternative carrier or self insurance, the employee shall continue to be responsible for any deduction or co-pay specified in the insurance plan.

C. BEA members may choose one of the two following options for insurance coverage:

1. PAK A: MESSA's Choices II health insurance (\$5 prescription co-pay), VSP 2 vision insurance, Delta Dental 70/70/50/60/\$600, \$20,000 life insurance, MESSA Super Care I with Preventive Care Rider and Hearing Care Rider with premium contribution or MESSA Choices II health insurance without premium contribution.
2. PAK B: Vision insurance equivalent to VSP 2, dental insurance equivalent to Delta Dental 100/90/90/90/\$1500, \$20,000 life insurance, and cash-in-lieu of insurance.

The cash-in-lieu amount will be increased from \$50 per month to \$250 per month provided a minimum of thirty (35) full-time BEA members elect PAK B coverage, \$300 per month with a minimum of forty (40) full-time BEA members, and \$400 per month with a minimum of fifty (50) full-time BEA members. This number must be maintained at a minimum of 35, 40, or 50 BEA members to continue the increased cash-in-lieu amount. If the number of participants falls below thirty-five (35), the amount of the cash-in-lieu reverts back to \$50 per month, and so forth.

Employees who choose PAK B coverage may elect to defer their cash-in-lieu amounts into a 403(b) account, purchase US Savings Bonds, or purchase retirement credit through the tax-deferred purchase plan. This may be done by completing and submitting the appropriate forms with the Human Resources Department.

- D. The employee will be responsible for all applicable taxes (federal, state, local, and FICA) and the Board will be responsible for the employer FICA.
- E. All costs relating to the implementation and administration of benefits under this program shall be borne by the Employer.
- F. In the event a teacher dies while in the employ of the Bedford Public Schools, and providing the insurance policy permits continued dependent coverage, the Board shall continue to pay its existing health insurance premium payments for six (6) months after death.
- G. Any teacher whose personal illness extends beyond the period compensated in Article 10 (Sick Leave) shall be granted a leave of absence without pay for the illness period. The Board may renew this leave at its option. If a teacher has exhausted all of his sick leave, the Board will continue to pay existing Board paid premiums for hospitalization for said teacher for one (1), two (2), or three (3) months. The teacher must have returned to work for no less than ninety (90) calendar days in order to be eligible for a second application of this benefit.
- H. The Board will continue to pay its existing insurance hospitalization premiums for any teachers whose employment is terminated at the end of the school year for a period of two (2) months (July and August).
- I. Employees or their dependents qualifying for District paid health care coverage, shall not receive any "abortion services or benefits" as part of the District paid health insurance benefits.
- J. Upon request of the employee, sick days may be frozen when an employee will be absent because of an illness or injury of eight (8) or more days, while the employee utilizes her/his short-term

disability insurance. The employee shall inform the Human Resources Office in writing, prior to the eighth (8th) day or prior to the twenty-ninth (29th) day they are absent, of their intention of freezing their sick days. In the event written notification is not given, sick days will continue to be used.

ARTICLE 15 - 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 parents 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. Tenured teachers not on a Performance Improvement Plan (PIP) shall work collaboratively with the building administrator to determine the amount of advance notice that should be given for an evaluative observation. In the absence of agreement, the District reserves the right to evaluate. The classroom performance of all teachers shall be evaluated in writing. Probationary teachers shall be evaluated at least twice every school year. Tenured teachers shall be evaluated at least once every three (3) years. Evaluations of all BEA members shall occur between the dates of September 15 and May 15 of the school year.

Evaluations shall only be conducted by the Superintendent of Education, a director of curriculum, or a qualified building principal, assistant principal possessing a master's degree and three (3) years' successful teaching experience, or by the Assistant Superintendent of Instruction, and curriculum coordinator for those positions under his jurisdiction; namely, nurse, speech therapists, counselors, special education teachers, media specialists/librarians, or reading teachers. The K-12 Career and Technological Education Coordinator, acting as a designee of the Board of Education, may evaluate any and all vocationally certified professional instructors including, but not limited to: machine shop, wood shop, auto shop, drafting, co-op coordinator, foods, typing, family living, general business, interior decorating, and computers. Each observation shall be made in person for a minimum of thirty (30) consecutive minutes. A committee of three (3) administrators and three (3) Association members shall be formed if a change in the teachers' performance appraisal form is proposed.

- F. Two (2) copies of a written evaluation shall be submitted to the teacher at the time of personal interview 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.

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

- G. Upon mutual agreement, the building administrator and the non-tenured teacher shall develop an IDP (Individual Development Plan) to meet state and District mandates during the first semester of the teacher's second year. The IDP shall be reviewed with the teacher by March 30. (The teacher shall, upon commencement of employment, be provided with copies of said mandates, and shall yearly be furnished copies of any changes thereto.) The non-tenured teacher shall have the right to have a BEA representative review said plan without fear of repercussion.

ARTICLE 16 - 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 safekeeping of the file or his designee. A log of those who have accessed the file and dates of access shall be attached to each file as it is opened or viewed. The District will follow state and federal mandates regarding permissible contents of the personnel files. 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. up-to-date academic transcript,
 2. copy of valid Michigan teaching certificate.

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

Personnel information shall only be housed in the Human Resources Office. No extraneous information not so filed shall be used for evaluative or disciplinary purposes. Staff must be notified, in writing, within ten consecutive days of any information added to said personnel file. Hearsay, gossip, and anonymous complaints shall not be given credence by either party. The District will inform the BEA regarding information to be released to any party other than the BEA member whose file is in question.

(Copies from personnel files may be made for \$.05 (five cents) per page.)

ARTICLE 17 - 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 by May 1st of the current school year.
- B. A tenured 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 tenured teacher is certified to fill.
- C. Tenured 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 the areas of his certification and qualification as stated in Article 8, Paragraph D (Qualifications and Assignments) of the Master Agreement. A teacher must be certified and qualified as defined herein to be assigned to a teaching area. In case of elimination of a program, teachers possessing both certification and qualification in other areas shall maintain their seniority.
- D. Tenured teachers so relieved of their positions because of a reduction of staff shall be re-employed in order of length of service in the Bedford system before probationary employees are added to the staff in areas which the tenured teachers are qualified to fill.
- E. 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 lay-off.

- F. A teacher on lay-off is precluded from applying for any leave of absence except the following:
1. a leave to honor the extension of an individual contract then in effect between the teacher and a K-12 Michigan Public School District,
 2. a child care leave of absence, not to exceed one (1) year, provided the teacher applies for the leave within three (3) months of the birth of the child or acquisition of custody of child.

POSTING OF SENIORITY LIST

- G. The seniority list shall be posted in each building, with copies furnished to the Association at least ten (10) working days prior to March 20.

It shall be the responsibility of each employee to promptly check the seniority list. If an employee or the Association does not believe that employee's seniority, certification, or endorsement is correctly shown on the seniority list, the Assistant Superintendent of Human Resources shall be notified in writing of the alleged error within ten (10) working days of the list's final posting. If no challenges are made within the ten (10) day period, the seniority list shall be deemed to be accurate; the employer shall incur no liability (including back pay) for relying on such list. After March 20, the seniority list shall be frozen until re-posted on March 1 of the following year. Updating of state-verified-endorsement shall be allowed only during the ten (10) day (March 1 to 20) seniority posting period. No adjustments or additional accrual of seniority shall be made until the list is re-posted.

Teachers who are on leave during this time will be notified of their placement on the seniority list by certified mail sent to their last known mailing address. It is the responsibility of the teacher to inform the human resources office of his address or any change of address. The ten (10) day examination and notification period shall not commence for these individuals until three (3) days after the mailing of the seniority list. The Association shall receive copies of the final seniority list.

If two (2) employees have the same seniority date, the tie would be broken for a specific vacancy in the manner described below. Priority will be given in the following order:

- 1) to the teacher who was assigned to the position in the prior year,
- 2) to the teacher who has been assigned to the position in the preceding five (5) years,
- 3) to the teacher who has a major in the area,
- 4) to the teacher who has a minor in the area,
- 5) any further tie to be broken by a lottery.

The lottery shall be held at a time and place that reasonably would allow an Association representative to be present.

It is realized that the Association has an obligation to have a representative available for such a lottery.

If a teacher, or teachers, is not able to be present at such a lottery, the Association representative shall participate in the lottery for such a teacher.

Seniority shall be broken if:

- a. The employee resigns,
- b. The employee is discharged and not reinstated,
- c. The employee fails to report to work upon notice of recall from lay-off by certified mail or telegram to the last known address. Such an employee shall be recorded as a voluntary quit. However, if he notifies the human resources office within five (5) days of notice of recall, exclusive of days when no mail deliveries have arrived, that the employee will be no more than five (5) days late in reporting to work, an employee may be reinstated,
- d. The employee fails to report for work starting on the first regularly scheduled workday following the expiration of a leave of absence, or fails to secure an approved extension of a leave of absence,
- e. All seniority is lost when employment is severed by resignation, retirement, or discharge for cause; however, seniority is retained if severance of employment is due to lay-off. In cases of lay-off, teachers so affected shall retain all seniority as of the effective date of lay-off,
- f. Seniority shall continue to accumulate when teachers are on military duty due to actions taken by the government that compel a teacher to serve. In case of national emergency by the United States and a teacher enlists, seniority shall continue to accumulate,
- g. Notification of recall shall be in writing with a copy to the Association. The notification shall be sent by certified mail to the teacher's last known address. It shall be the responsibility of each teacher to notify the Board of any change in address,
- h. A laid-off teacher may continue, for up to one (1) year (or longer, if the carrier allows), his health, dental, and life insurance benefits by paying monthly the normal per subscriber group rate premium for such benefits whenever the insurance carrier accepts the same insurance arrangement,
- i. A change in certification will, if verified, only be added to the seniority list when the seniority list is posted (March 1). After being added to the seniority list, such new certification will be considered when recalling employees to vacancies. However, the new certification may not be used to bump a currently employed teacher, except if a tenured teacher acquires additional state-verified certification after March 20 but prior to the beginning of the new school year, (unless the tenured teacher seeks to bump a second year probationary teacher, in which case the tenured teacher must notify the human resources office no later than April 30) and a probationary teacher is employed in such area of the new certification, then the tenured teacher may bump the probationary teacher provided the bump occurs prior to the start of the school year. In such case, the probationary teacher's contract may be terminated,
- j. It is the responsibility of each employee to keep his teaching certificate valid. Should a teacher's certificate lapse, the teacher's seniority shall be broken. The Board will provide notice in writing to any teacher who is in danger of losing his certification.

ARTICLE 18 - PROFESSIONAL BEHAVIOR

- A. Whenever circumstances may result in discipline, bargaining unit members will be made aware of complaints by the building principals or the building principal's designee in a prompt manner.

The member's immediate administrator or the administrator's designee shall make a good faith effort to resolve the complaints and facilitate a resolution of this matter.

- B. No bargaining unit member shall be disciplined without just cause. The term "discipline" as used in this Agreement includes warnings (verbal or written); reprimands; suspensions with or without pay; reduction in rank, compensation, or occupational advantage; discharges; and non-renewal of probationary or tenured bargaining unit members. Any such discipline, including adverse evaluation of bargaining unit member performance, shall be subject to the grievance procedure, hereinafter set forth, including arbitration. In the event of any reprimand other than written, the specific grounds for disciplinary action will be presented in writing to the member and the Association no later than at the time discipline is imposed. The District shall conclude any investigations/disciplinary hearings within thirty (30) business days of the initial complaint.
- C. Written warning or reprimands or suspensions will be given in the form of a formal letter with the full signature of the administrator taking the action. The member shall also sign the letter to acknowledge receipt.
- D. Any member wishing to take exception to a written disciplinary action must respond, in writing, and shall present a copy of the letter to his or her appropriate administrator/supervisor. An additional copy shall be presented to the Assistant Superintendent of Human Resources, who shall cause same to be attached directly to the written warning, reprimand, or suspension notice in the member's personnel file.
- E. A bargaining unit member shall be informed at the inception of any meeting where a disciplinary action might ensue. The member shall be entitled to have present a representative of the Association during any meeting which will or may lead to disciplinary action by the District. When a request for such representation is made, no action shall be taken with respect to the bargaining unit member until such representative is present. Should disciplinary action be likely to occur at a given meeting, the bargaining unit member shall be advised immediately of said possibility.
- F. If the appropriate administrator, member, and BEA representative agree, a written warning, signed by all three may remain in the building affected for a finite amount of time, to be stipulated in the document. This step is desirable in some situations to serve as a strong warning without permanent damage to the member.

ARTICLE 19 - PROFESSIONAL IMPROVEMENT

- A. The parties support the principle of continuing training of teachers, participation by teachers in professional organizations in their areas of specialization, leaves to work on advanced degrees or special studies, and participation in community education 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 course.
- C. The Board agrees to provide, upon application to and approval of the principal or immediate supervisor, the necessary funds for teachers or coaches who desire to attend select professional conferences or clinics 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 approved in Paragraph C. If a member teaches in more than one area, they shall be eligible to attend conferences, seminars, etc. in all areas during the academic year.
- E. The School District will attempt to make available on-site computer training to those staff members desiring to improve computer skills, at no cost to staff members.

ARTICLE 20 - 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.
 - 1. A pupil may be temporarily excluded from a classroom by a teacher when the grossness of the offense, the persistence of the misbehavior, or the disruptive effect of the student interferes with classroom procedures, until action is taken which will allow the pupil to be returned to the class in good standing. The teacher shall furnish the principal, as promptly as his teaching obligations will allow, with full particulars on the problem.
 - 2. 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. The parties agree that any threats or acts of violence against BEA members shall be taken very seriously. Any such incident shall be promptly reported to the Board's building-level designated representative. Additionally, the matter shall be reported to the central office by said designee no later than the close of the next business day. The District will advise the teachers of his or her rights and obligations and shall render all reasonable assistance.

The member against whom the threat was made shall be immediately informed, if applicable, of the identity of the individual and nature of the threat, and shall have input before the student is returned to the jurisdiction of that teacher. In a spirit of mutual concern, administration will make every effort to keep staff informed of potentially dangerous situations.
- C. If any teacher is complained against or sued as a result of any action taken by the teacher while in pursuit of this 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 high court.

If a teacher is found innocent, the Board shall reimburse the full cost of any attorney fees and 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.
- E. The Board will reimburse the teacher for any loss, damage, or destruction of clothing which is a direct result of the performance of their teaching duties.

- F. When new information concerning a pupil's physical handicap is made known to the school, the pupil's teacher will be so informed within ten (10) school days. Upon its knowledge of such designation or condition, the District will provide to teachers who have a need to know (absent a written parental request for nondisclosure), an updated listing of special education students, 504 students, or students on a medical alert list. Referencing members to the CA-60 does not meet the requirements of notification under this section.

ARTICLE 21 - SCHOOL CALENDAR

- A. 2004-2007 school years: 184 teacher contract days (178 days of instruction, 5 professional development, 1 record/orientation day). Morning of first or second day of new school year for one (1) hour BEA general membership meeting immediately following District meeting.

BEA members need not remain in their buildings after student dismissal on 1/2 day record/grading days.

For the 2004-2007 school years, all elementary and secondary teachers shall be provided with two (2) half (1/2) days at the end of each semester for record keeping and grading purposes. These half (1/2) days will coincide with the secondary exam schedule.

The calendar subcommittee shall resolve all issues for school calendar that include compliance with the above referenced days/hours within the current teacher work day, if possible. The parties understand that starting and ending times may need to be adjusted to comply with these contractually required instructional hours.

The Board will compensate for such day(s) inclusive of any additional time at the total rate of one-half percent (0.5%) on the "Salary Schedule A" for each additional day or an additional total of one percent (1%) compensation each year, for a total aggregate of three percent (3%) over the life of this agreement. This clause shall be re-negotiated in the event the state mandates additional days/hours beyond the contractual specified days/hours.

- B. When schools are closed because of "Act of God" days, teachers shall be excused from duty for the day, but shall work any rescheduled day without additional compensation. Teachers who do not work the rescheduled day will be subject to a pay dock. If schools close due to health and safety concerns, teachers shall not be required to report to the affected building.
- C. If, by April 30, schools have been closed for more than the maximum time allowable by the State due to Act of God occurrences, the tentative adjusted dates for the conclusion of the school year for students and teachers will be determined and announced by the Board. If after Act of God occurrences (30 hours) have been used, and if more instructional time is necessary to meet the State minimum requirements, professional development time will be applied, as needed. Further, additional days, hours, and/or minutes necessary to satisfy the State instructional time requirements for AM and/or PM kindergarten shall be scheduled in advance when possible. The school year will be extended without interruption in June by the number of days, hours, and/or minutes necessary to meet the minimum days, hours, and/or minutes required by the State.
- D. In the event that "Act of God" days are not required to be made up by the State Legislature, the parties agree to revert back to the policy previously in effect which did not require the make up of such days by students and teachers.
- E. Additional in-service days shall be mutually determined and scheduled between the Association and the Administration.

F. School Hours

| Year | School | Instructional Day Starts | End of Instructional Day |
|-----------|--------------------|--------------------------|--------------------------|
| 2004-2005 | Elementary: Tier 1 | 8:10 a.m. | 3:10 p.m. |
| | Elementary: Tier 2 | 8:50 a.m. | 3:50 p.m. |
| | Secondary | 7:25 a.m. | 2:25 p.m. |
| 2005-2006 | Elementary: Tier 1 | 8:10 a.m. | 3:10 p.m. |
| | Elementary: Tier 2 | 8:50 a.m. | 3:50 p.m. |
| | Secondary | 7:25 a.m. | 2:25 p.m. |
| 2006-2007 | Elementary: Tier 1 | 8:10 a.m. | 3:10 p.m. |
| | Elementary: Tier 2 | 8:50 a.m. | 3:50 p.m. |
| | Secondary | 7:25 a.m. | 2:25 p.m. |

*Adjustments will be made in elementary teacher released time (Art/Music/PE, conference periods, and other areas) to comply with Article 5 "C" - Teaching Hours.

- G. Parent-Teacher Conferences will be a minimum of two (2) half-days, preferably to be held in the month of November.

Secondary (Grades 7-12)

Thursday:

Teacher and Student dismissal - 10:25 a.m.

Teachers return for p.m. conferences - 4:00 p.m. to 8:00 p.m.

Friday:

Student dismissal - 10:25 a.m.

Teachers begin Parent/Teacher Conferences - 11:25 a.m. to 2:25 p.m.

Elementary (Grades K-6)

Thursday:

Student dismissal at half-day dismissal time.

Parent/Teacher Conferences dismissal at Teacher/Principal discretion of teacher.

Evening Parent/Teacher Conferences at discretion of teacher.

Friday:

Student dismissal at half-day dismissal time.

Parent/Teacher Conferences and/or dismissal at Teacher/Principal discretion.

- H. The minimum amount of time for both kindergarten sessions shall be no less than two (2) hours thirty-five (35) minutes for each session.

- I. The calendar committee shall begin negotiations no later than April 1 of the appropriate year and establish the calendar no later than May 1, 2006 for the 2006-07 school year and May 1, 2007 for the following year. One week before the "due date", if no calendar has been agreed upon, a MERC mediator shall be immediately called in.

ARTICLE 22 - 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 shall remain in effect during the term of this Agreement provided, however, that upon written notice to the other party at least sixty (60) days prior to the expiration of this contract (the expiration date being June 30), either party may request the re-opening of negotiations of such salary schedule or any other clause or part of this Agreement. The "Plus Fifteen" (+15) semester hours and "Plus Thirty Six" (+36) semester hours on the salary schedule apply at the start of the next semester after they are earned and provided the BEA member has provided proof of same to the Assistant Superintendent of Human Resources.
- B. A teacher entering the Bedford Public School System for the first time or re-entering after voluntary resignation shall be given credit on the salary schedule set forth in Schedule A for 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 seventy-five (\$75) per semester hour and fifty dollars (\$50) per term/quarter hours for college hours earned while employed by Bedford Public Schools in areas related to their chosen field and beyond those hours required for continuing certification (eighteen (18) semester hours), for those classes beginning June 1, 2005 and thereafter. A teacher who is laid-off as of October 15 is eligible for such pay if both the credits were earned and the teacher was employed when the course commenced. Proof of earned credits shall be submitted to the Assistant Superintendent of Human Resources and reimbursement shall be made following the regular Board meetings in January and June. This policy shall not be applicable to those teachers who receive grants from private foundations or state, federal, or local scholarships. Notification of this section shall be given to the teachers by the Administration in October and in May.

As a condition for employment, all new professional teaching employees shall pursue state-mandated professional development with the first three (3) years of employment (e.g., TESA, Harry Wong Series). The District shall offer a cafeteria plan of opportunities for new hires to meet state requirements, including, but not limited to the above, plus orientation days.

TESA - Teachers are trained to use an interaction model involving specific supportive and motivating techniques with all students in a nondiscriminatory manner.

- D. The salary schedule is based on the regular school calendar and the normal teaching load as defined in the Agreement. Reimbursement equal to twenty percent (20%) of the teacher's current salary on Schedule A, capped at Step Five (5), 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 (1) school building to another shall receive a car mileage reimbursement. The same allowance shall be given for the use of personal cars for field trips or other business of the District. This per mile reimbursement rate will be adjusted annually on January 1st according to the Internal Revenue Service standard rate.
- F. Extra duties will be compensated in accordance with the Salary Schedules B and B1.
- G. 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.

- H. Teachers earning an advanced degree during the first (1st) semester will be compensated at the rate of the new degree at the beginning of the second (2nd) semester.
- I. Upon completion of the 12th, 14th, 19th, 24th, and 27th years of service to Bedford, teachers shall receive longevity increments according to the chart below. Years of service shall include leave of absence (Article 12, Section D), sabbatical (Article 11), but not leave of absence due to sickness (Article 12, Section A) or child care related leaves (Article 12, Section E).

| | |
|--|-------------------------|
| <u>Years of Bedford Public Schools Service</u> | <u>Longevity Amount</u> |
|--|-------------------------|

2004-2005:

| | |
|--|--------|
| Beginning of 13 th year through end of 14 th year: | \$ 404 |
| Beginning of 15 th year through end of 19 th year: | \$ 808 |
| Beginning of 20 th year through end of 24 th year: | \$1212 |
| Beginning of 25 th year through end of 27 th year: | \$1616 |
| Beginning of 28 th year: | \$2020 |

2005-2006:

| | |
|--|--------|
| Beginning of 13 th year through end of 14 th year: | \$ 410 |
| Beginning of 15 th year through end of 19 th year: | \$ 820 |
| Beginning of 20 th year through end of 24 th year: | \$1230 |
| Beginning of 25 th year through end of 27 th year: | \$1640 |
| Beginning of 28 th year: | \$2050 |

2006-2007:

| | |
|--|--------|
| Beginning of 13 th year through end of 14 th year: | \$ 416 |
| Beginning of 15 th year through end of 19 th year: | \$ 832 |
| Beginning of 20 th year through end of 24 th year: | \$1248 |
| Beginning of 25 th year through end of 27 th year: | \$1665 |
| Beginning of 28 th year: | \$2081 |

- J. Student Support Coordinators' work year will consist of one hundred eighty-four (184) workdays. All contractual benefits within the existing Master Agreement with the exception of Longevity are afforded to Student Support Coordinators. Bedford Public Schools and Bedford Education Association agree that the Student Support Coordinators (Home School Coordinators) will receive, minimally, 70% of Bachelor's step one if less than a four-year degree (or equivalent); 80% of Bachelor's step one with a four-year degree or equivalent; and 80% of Bachelor's step one, with a \$500 one-time stipend for a Master's degree or the equivalent. Longevity will be \$200 per year. The district encourages certification/degree in a relevant area of counseling. Upon receiving Family Life Certification each SSC shall receive a stipend of \$500. School Support Coordinators who are working towards their Masters degree in Counseling shall receive BEA contractual benefits according to college reimbursement.

ARTICLE 23 - 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, and (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 two (2) 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.

ARTICLE 24 - 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 a form 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 (1) school building, it may be filed with the Assistant Superintendent of Human Resources.
 - 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 Assistant Superintendent of Human Resources within twenty (20) working days of the alleged grievance.
 - 2. The time elements in the steps may be shortened, extended, or waived upon written mutual agreement between the parties.
- 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/her 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 (6) working days from the date of filing, whichever shall be later, the grievance shall be submitted to the Assistant Superintendent of Personnel within ten (10) days of receipt of principal's or supervisor's disposition. Within five (5) working days, the Assistant Superintendent of Human Resources 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 Assistant Superintendent of Human Resources, or if no disposition has been made within three (3) working days of such meeting or six (6) working days from the date of filing, whichever shall be later, the grievance shall be submitted to mediation.

Either party may request the services of a mediator from the Michigan Employment Relations Commission within the ten (10) working days of the date an answer was due by the Assistant Superintendent of Human Resources. Mediation shall not exceed twenty (20) working days from the date of the first (1st) mediation session.

Disposition of the grievance in writing by the mediator shall be made no later than seven (7) working days thereafter. If no disposition is made within the seven (7) days, then the

Association has the right to move the grievance to the next level or withdraw it. A copy of such mediation disposition shall be furnished to the Association.

- F. If the Association is not satisfied with the mediation 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 of the Association's receipt of the mediator's disposition of the grievance or if there is no decision by the mediator. 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/she shall be reinstated with full reimbursement of all professional compensation lost. If he/she 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/her.
- 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 (fifteenth) 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/she 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 nor is the discharge of a probationary employee subject to the just cause standard.
- L. Any matter or area for which the Tenure Act prescribes a remedy or any matter or area that the Tenure Act allows an appeal upon, shall not be subject to the grievance procedure (including, but not limited to, the discharge of a tenured teacher).
- M. The arbitrator shall have no power to establish salary scales.
- N. A new grievance form shall be implemented if mutually agreed upon between the BEA and the Administration during the 2001-2002 school year.

ARTICLE 25 - 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 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 22 (Professional Compensation) 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 for 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 Michigan Employment Relations Commission or take any other lawful measures it may deem appropriate.

ARTICLE 26 - SUPER-LONGEVITY

- A. You must retire before the thirty-first (31st) year or pay the money back at the beginning of the thirty-first (31st) year, in the same manner as it was received. (See notation.)
- B. This article only applies to teachers who have applied for Super Longevity. (Refer to the Bedford Education Association Master Agreement 2001-2004).

ARTICLE 27 - PART-TIME ACADEMIC TEACHING POSITIONS WITHIN THE DEFINED SCHOOL DAY

- A. Any teacher interested in initiating a shared time position shall notify, in writing, both his building principal and the human resources office on or before April 30. The human resources office shall make known to the rest of the staff, through written notice, those individuals' intentions. At that point, anyone from the staff who would desire to share a position with this person must notify the human resources office in writing within twenty (20) working days after April 30.
- B. Teachers working in a part-time academic teaching position within the defined teaching day shall receive pro-rated compensation.
- C. Teachers working half-time or less shall receive credit for one-half (1/2) an increment.
- D. Teachers working more than half-time shall receive full incremental credit.
- E. Teachers working part-time shall be eligible for pro-rated employer contribution towards insurance provided the insurance carrier allows part-time employee coverage. The above shall be subject to the rules of an insurance carrier. For example: if the single subscriber health insurance premium is one hundred dollars (\$100), the employer will pay fifty dollars (\$50) provided the employee pays the other fifty dollars (\$50).
- F. Sick leave and personal days shall be pro-rated based on the portion of the day worked.

- G. Teachers working half-time or more shall receive full seniority credit.
- H. Teachers working less than half-time shall receive half seniority credit.
- I. The above rights and privileges shall not be granted or afforded to individuals working outside the defined school day. By way of illustration and not limitation: driver education, coaching assignments, and extra-curricular assignments.
- J. It is recognized that the issues regarding the return rights of said teachers to full-time vacancies should be settled before a teacher may be granted a shared time position by executing a written agreement covering said rights, signed by the teacher, the Bedford Education Association President, and the Assistant Superintendent of Human Resources.
- K. The decision to create a shared or part-time position rests solely with the District. Teachers may submit suggestions for part-time positions.
- L. Literacy coaches will be hired through the auspices of building level Title I committee, composed of teachers, parents, and administrator(s). The BEA Literacy Coach shall be a certified educator and shall pay national, state, and local association dues on a pro-rated basis, according to his/her employment status (full-time, part-time). Salary: \$18.18 per hour or \$100 day based on (5.5) hour day. Conditions: It is agreed that the Literacy Coach's work year will not exceed 150 days. It is further understood that the Literacy Coach shall receive no health benefits, personal days, nor acquire district seniority for Schedule A or lay-off purposes. The Literacy Coach shall be given two (2) sick days, one (1) per semester, or by arrangement with the Assistant Superintendent of Human Resources. These positions will be offered on a semester-by-semester basis, based upon Title I funding. As long as monies remain available, however, said positions shall not be reposted within a school year. The wages, hours, and other conditions of employment for these positions will be negotiated with the Bedford Education Association.

ARTICLE 28 - 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 contract 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 to be 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 center, shall be placed on the regular teacher's 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.
- 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 said 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 to 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. As soon as possible after school commences, a schedule for that position shall be established by the Association and the Board, with any resulting increases 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.
 - 1. State law mandates a mentor for new teacher members for the afore-referenced purposes. The following shall be guidelines for the mentoring program:
 - 1. Qualified staff will submit their desire to become mentors, in writing, to the Assistant Superintendent of Human Resources by August 1 of each school year. The list of candidates shall be maintained until a teacher requests removal from said list.
 - 2. The following selection process shall be applicable with regard to candidates:
 - a) Candidates will have, themselves, demonstrated professional growth (graduate courses, participation in NCA, professional growth seminars, strong positive evaluations) and development within three (3) years of applying to serve as a mentor;
 - b) Mentors shall have taught a minimum of five (5) years and have attained, or be in the process of attaining a Master's degree (or higher) at the time of application;
 - c) Mentor and mentees shall be matched by grade level (early elementary, junior high, etc.), content area;
 - d) Candidates will be internal;
 - e) In the event all criteria are equally met, seniority would be a determinant;
 - f) All appointments as mentors shall be voluntary.
 - 3. Duties:
 - a) Appointments shall be for one year unless either party requests a change, or the building principal decides it is in the best interest of the parties;
 - b) Mentors shall have no involvement in the evaluation process and the mentor-mentee relationship shall, at all times, be collaborative and confidential;
 - c) The district shall provide adequate resources and support for the mentor-mentee relationship to succeed;
 - d) The mentor and mentee shall meet bi-weekly to discuss such topics as building protocol, professional development, community information, adherence to the Master Agreement, Board regulations, classroom management, record-keeping, and diversity issues;
 - e) The building administrator shall consider recommendations by the mentor (or department chairperson/target-goal chairperson) regarding suitable seminars, workshops, conferences, etc.

4. Compensation: Experienced teachers shall receive two (2) hours of paid planning time (at current BEA hourly rate) each month for assisting the new teacher. Such compensation will be paid in December, and in June, upon submission of time sheets to be completed by the mentoring teacher, documenting meetings.

H. Prior to the implementation of a western Monroe County Educational Cooperative program, the Association and the Board shall discuss and review any impact it may have on the Bedford teachers. If necessary, the parties will develop guidelines for its implementation.

I. The School District discourages relatives from working in the same building or from having one relative supervise another relative. Relatives are defined as husband/wife, (natural or step) father/mother, son/daughter, brother/sister, grandparents, and legal guardians.

If a supervisor has one or more relatives working in the same building upon this policy's adoption, all but one of the employees will be encouraged to transfer to another building as soon as possible.

J. Staff members shall be provided the opportunity to provide anonymous feedback to building administrators on a standard form to be submitted to the administrator at the end of each semester. Such feedback will be strictly confidential between the staff members and the administrator. The feedback is designed to enhance administrator/staff communication and augment the school improvement process. This shall be done with forms provided by the Assistant Superintendent of Human Resources, and administration to be done by the BEA.

K. A review and revision of the District's emergency and safety procedures will be done annually. Input from employee representatives will be sought in the development of the revisions. Representation from the Bedford Education Association will be included, as appointed by the BEA president or his/her designee.

L. A K-12 committee will be formed with representatives of teachers and administrators for the purpose of studying the feasibility of, and providing input into the future implementation of a District "Homework Hot Line."

M. The Bedford Board of Education and the Bedford Education Association encourage teacher attendance and participation at the building "open house."

N. The Bedford Board of Education encourages teachers to make every reasonable effort to become actively involved, trained, and proficient in all areas of the District sponsored Technology Plan. The District Technology Plan is defined but not limited to the following: voice mail, technology training, classroom instructional technology implementation, e-mail, and use of adopted District software. The parties agree that technology is best initiated by employees having equipment in place when training is scheduled. If there is a problem, the parties will meet to seek a mutually agreeable solution. No teacher will be allowed to take any technology training unless the applicable hardware/software/peripherals are provided to the teacher prior to the first day of said training.

O. Where it is represented that committees include BEA-sanctioned members, such members shall be appointed by the BEA president or his/her designee.

P. Based upon recommendation of a committee which includes police and fire department members, it is the urging of the BEA and the District that district-wide identification badges be worn during regular instructional hours. Said badges will be provided by the District.

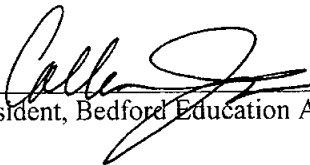
- Q. Retroactive pay will be provided to the BEA members with options of tax-deferred plans (i.e., 403(b)) or lump sum payment).
- R. The District will make Flexible Spending Accounts available.
- S. There will be no reprisals by the BEA or District relating to negotiations.
- T. Any omitted settlements, letters of understanding or resolutions, which are evidenced in writing as being mutually agreed to by the parties during the term of the previous BEA Master Agreement, which were not incorporated into the current BEA Master Agreement shall be incorporated into the current BEA Master Agreement.

ARTICLE 29 - COMMON CALENDAR FOR SOUTH COUNTY CONSORTIUM

- A. The parties agree that the concept of a COMMON CALENDAR for the SOUTH COUNTY CONSORTIUM (Bedford, Dundee, Ida, Summerfield, and Whiteford) may foster the improved delivery of educational services for students of the participating School Districts. Consequently, it is understood and agreed that sincere efforts will be made to adopt a school calendar consonant with such a common calendar.

ARTICLE 30 - DURATION OF AGREEMENT

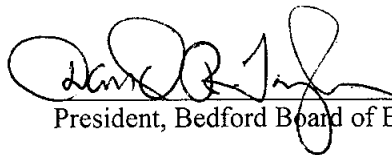
This Agreement shall be in full force and effect from July 1, 2004 to, and including, June 30, 2007, and shall continue in full force and effect from year to year thereafter, unless a written notice of desire to cancel or terminate this Agreement is served by either party upon the other at least sixty (60) days prior to the date of expiration.



 President, Bedford Education Association

7/20/05

 Date



 President, Bedford Board of Education

7/20/05

 Date

SALARY SCHEDULE A

2004-2005 Schedule A

Salary Increase of 1.00%

| Year(s) | BA | BA+15 | BA+36/MA | MA+15 | MA+36/SPEC |
|---------|----------|----------|----------|----------|------------|
| 1 | \$32,566 | \$33,803 | \$36,632 | \$38,111 | \$39,997 |
| 2 | \$34,242 | \$34,993 | \$37,628 | \$39,095 | \$40,990 |
| 3 | \$35,890 | \$36,509 | \$38,627 | \$40,093 | \$41,983 |
| 4 | \$37,331 | \$38,150 | \$40,751 | \$41,787 | \$43,460 |
| 5 | \$39,399 | \$40,090 | \$42,855 | \$44,578 | \$45,777 |
| 6 | \$41,224 | \$41,806 | \$44,954 | \$45,992 | \$47,122 |
| 7 | \$41,735 | \$43,441 | \$47,093 | \$48,114 | \$49,308 |
| 8 | \$43,749 | \$45,476 | \$50,606 | \$51,373 | \$52,618 |
| 9 | \$46,596 | \$48,702 | \$54,768 | \$55,650 | \$56,895 |
| 10 | \$48,940 | \$51,929 | \$56,515 | \$57,174 | \$58,419 |
| 11 | \$55,016 | \$55,975 | \$59,947 | \$62,053 | \$63,720 |
| 12 | \$56,667 | \$57,653 | \$61,744 | \$63,915 | \$65,633 |

2005-2006 Schedule A

Salary Increase of 1.50% (Additional compensation to be determined at a later date)

| Year(s) | BA | BA+15 | BA+36/MA | MA+15 | MA+36/SPEC |
|---------|----------|----------|----------|----------|------------|
| 1 | \$33,054 | \$34,310 | \$37,181 | \$38,683 | \$40,597 |
| 2 | \$34,756 | \$35,518 | \$38,192 | \$39,681 | \$41,605 |
| 3 | \$36,428 | \$37,057 | \$39,206 | \$40,694 | \$42,613 |
| 4 | \$37,891 | \$38,722 | \$41,362 | \$42,414 | \$44,112 |
| 5 | \$39,990 | \$40,691 | \$43,498 | \$45,247 | \$46,464 |
| 6 | \$41,842 | \$42,433 | \$45,628 | \$46,682 | \$47,829 |
| 7 | \$42,361 | \$44,093 | \$47,799 | \$48,836 | \$50,048 |
| 8 | \$44,405 | \$46,158 | \$51,365 | \$52,144 | \$53,407 |
| 9 | \$47,295 | \$49,433 | \$55,590 | \$56,485 | \$57,748 |
| 10 | \$49,674 | \$52,708 | \$57,363 | \$58,032 | \$59,295 |
| 11 | \$55,841 | \$56,815 | \$60,846 | \$62,984 | \$64,676 |
| 12 | \$57,517 | \$58,518 | \$62,670 | \$64,874 | \$66,617 |

SALARY FOR 2005-2006

1.5% increase for all BEA members and schedules, steps, and longevity.

OR (whichever is greater)

2005-2006 Total Compensation Percentage Formula

If the percentage of the total compensation defined in the June 30, 2006 Annual Financial Report, "Schedule of General Fund Expenditures – Budget and Actual", issued by the district's auditors as actual "Total Instruction", "Salaries" and "Employee Benefits", divided by the actual "Total District "Salaries and Employee Benefits" as shown on the same report for the 2005-2006 fiscal year is less than 67.01%, then BEA members employed for the 2005-2006 school year (including those that were deceased, retired or resigned during the 2005-06 school year) shall receive a compensation (wages and benefits) increase equal to the proportional share of the difference between 67.01% and the calculated 2005-06 percentage.

A salary adjustment, if any, based on the application of this formula will be made no later than the end of December, 2006. For example:

| | |
|---|------------------|
| <u>2005-06</u> | |
| 2005-06 Instructional Salaries (Including 1% Increase) | \$16,000,000 |
| 2005-06 Instructional Employee Benefits (Including 1% Increase) | <u>7,000,000</u> |
| Total Instruction Salaries and Employees Benefits | \$23,000,000 |
| | |
| 2005-06 Actual Total District Salaries & Employee Benefits | \$34,500,000 |
| | |
| 2005-06 Compensation Percentage | 66.67% |
| | |
| % Difference (66.67% - 67.01%) | - .34% |
| | |
| Total Salary Adjustment (\$34,500,000) X .34% | \$ 117,300 |

AND

2005-2006 Enrollment Formula

If the actual "State Aid Membership" total, as shown on the January *State Aid Financial Status Report*, for the 2005-2006 fiscal year exceeds the actual "State Aid Membership" total as shown on the same report for 2004-2005, BEA members employed for the 2005-2006 school year (including those that were deceased, retired or resigned during the 2005-2006 school year) will receive a one-time stipend for the 2005-2006 fiscal year as shown in the table below. Pro-ration of the stipend is not allowed. For example, if the state aid membership increases by 14 students, no stipend is paid. If it increases by 19 students, \$150 stipend is paid. Any stipend will be included in the employee's paycheck by no later than the end of February 2007. Examples follow, but are not limited to:

| <u>Increased students</u> | <u>Stipend per member</u> |
|---------------------------|---------------------------|
| 15 | \$150 |
| 20 | \$200 |
| 25 | \$250 |
| 30 | \$300 |
| 35 | \$350 |

The parties recognize that any dispute which arises from the application of either of these formulas shall be processed first through discussion or mediation. If no agreement is reached through mediation, and all attempts through mediation have been exhausted, the dispute will proceed to arbitration upon the joint agreement of the MEA Uniserv Director and the BEA President.

These formulas will each expire at the end of the 2005-2006 school year and shall not be deemed to carry over in the future unless otherwise negotiated and mutually agreed upon by the parties. However, both parties understand the computation of this formula for the 2005-2006 school year will extend beyond the June 30 expiration date.

2006-2007 Schedule A
Salary Increase of 1.50%

| Year(s) | BA | BA+15 | BA+36/MA | MA+15 | MA+36/SPEC |
|----------------|-----------|--------------|-----------------|--------------|-------------------|
| 1 | \$33,550 | \$34,825 | \$37,739 | \$39,263 | \$41,206 |
| 2 | \$35,277 | \$36,051 | \$38,765 | \$40,276 | \$42,229 |
| 3 | \$36,974 | \$37,613 | \$39,794 | \$41,304 | \$43,252 |
| 4 | \$38,459 | \$39,303 | \$41,982 | \$43,050 | \$44,774 |
| 5 | \$40,590 | \$41,301 | \$44,150 | \$45,926 | \$47,161 |
| 6 | \$42,470 | \$43,069 | \$46,312 | \$47,382 | \$48,546 |
| 7 | \$42,996 | \$44,754 | \$48,516 | \$49,569 | \$50,799 |
| 8 | \$45,071 | \$46,850 | \$52,135 | \$52,926 | \$54,208 |
| 9 | \$48,004 | \$50,174 | \$56,424 | \$57,332 | \$58,614 |
| 10 | \$50,419 | \$53,499 | \$58,223 | \$58,902 | \$60,184 |
| 11 | \$56,679 | \$57,667 | \$61,759 | \$63,929 | \$65,646 |
| 12 | \$58,380 | \$59,396 | \$63,610 | \$65,847 | \$67,616 |

EXTRA DUTY SCHEDULE B

| | 2004-05 | 2005-06 | 2006-07 |
|---|---------|---------|---------|
| | 1.00% | 1.50% | 1.50% |
| Football Head Coach | \$5,997 | \$6,087 | \$6,178 |
| Assistant (6) full season | \$4,618 | \$4,687 | \$4,757 |
| Assistant (4) shorter season | \$3,555 | \$3,608 | \$3,662 |
| Basketball Boys' Head Coach | \$5,997 | \$6,087 | \$6,178 |
| Assistant (2) full season | \$4,618 | \$4,687 | \$4,757 |
| Assistant (2) shorter season | \$3,555 | \$3,608 | \$3,662 |
| Basketball Girls' Head Coach | \$5,997 | \$6,087 | \$6,178 |
| Assistant (2) full season | \$4,618 | \$4,687 | \$4,757 |
| Assistant (2) shorter season | \$3,555 | \$3,608 | \$3,662 |
| Wrestling Head Coach | \$5,997 | \$6,087 | \$6,178 |
| Assistant (3) full season | \$4,618 | \$4,687 | \$4,757 |
| Assistant (2) shorter season | \$3,555 | \$3,608 | \$3,662 |
| Baseball Head Coach | \$4,618 | \$4,687 | \$4,757 |
| Assistant (2) | \$3,555 | \$3,608 | \$3,662 |
| Softball Girls' Head Coach | \$4,618 | \$4,687 | \$4,757 |
| Assistant (2) | \$3,555 | \$3,608 | \$3,662 |
| Track Boys' Head Coach | \$4,618 | \$4,687 | \$4,757 |
| Assistant (4.5) | \$3,555 | \$3,608 | \$3,662 |
| Track Girls' Head Coach | \$4,618 | \$4,687 | \$4,757 |
| Assistant (4.5) | \$3,555 | \$3,608 | \$3,662 |
| Hockey Head Coach | \$3,414 | \$3,465 | \$3,517 |
| Assistant (1) | \$2,629 | \$2,668 | \$2,708 |
| Cross Country Girls' Coach | \$2,889 | \$2,932 | \$2,976 |
| Cross Country Boys' Coach | \$2,889 | \$2,932 | \$2,976 |
| Tennis Boys' Coach | \$2,889 | \$2,932 | \$2,976 |
| Assistant (1) - spring | \$2,023 | \$2,053 | \$2,084 |
| Tennis Girls' Coach | \$2,889 | \$2,932 | \$2,976 |
| Assistant (1) - fall | \$2,023 | \$2,053 | \$2,084 |
| Golf Boys' Head Coach | \$2,889 | \$2,932 | \$2,976 |
| Golf Girls' Head Coach | \$2,889 | \$2,932 | \$2,976 |
| Competitive Cheer Head Coach (1) | \$3,555 | \$3,608 | \$3,662 |
| Cheerleader Head Coach (2) (1 per season) | \$3,555 | \$3,608 | \$3,662 |
| Assistant (JV) (2) (1 per season) | \$2,738 | \$2,779 | \$2,821 |
| Assistant (9th) (2) (1 per season) | \$2,738 | \$2,779 | \$2,821 |
| Assistant (8th) (2) (1 per season) | \$2,108 | \$2,140 | \$2,172 |
| Assistant (7th) (2) (1 per season) | \$1,053 | \$1,069 | \$1,085 |
| Volleyball Girls' Head Coach | \$5,997 | \$6,087 | \$6,178 |
| Assistant (2) full season | \$4,618 | \$4,687 | \$4,757 |
| Assistant (2) shorter season | \$3,555 | \$3,608 | \$3,662 |
| Int. Basketball Coach (1) | \$2,362 | \$2,397 | \$2,433 |
| Assistant Coach (1) | \$1,820 | \$1,847 | \$1,875 |
| Soccer Boys' Head Coach | \$2,626 | \$2,665 | \$2,705 |
| Assistant (1) | \$1,973 | \$2,003 | \$2,033 |
| Soccer Girls' Head Coach | \$2,626 | \$2,665 | \$2,705 |
| Assistant (1) | \$1,973 | \$2,003 | \$2,033 |
| Equipment Manager JHS | \$2,626 | \$2,665 | \$2,705 |
| Swimming Girls' Head Coach | \$3,555 | \$3,608 | \$3,662 |
| Trainer (1) | \$5,209 | \$5,287 | \$5,366 |

EXTRA DUTY SCHEDULE B (Continued)

| | 2004-05 | 2005-06 | 2006-07 |
|---|----------------|----------------|----------------|
| | 1.00% | 1.50% | 1.50% |
| Assistant Athletic Supervisor (6) (2 assistants for 3 seasons) | \$1,836 | \$1,864 | \$1,892 |
| Weight Room Supervisor (3) 1 per season | \$1,877 | \$1,905 | \$1,934 |

EXTRA DUTY SCHEDULE B

- A. All extra-curricular assignments are non-tenure positions and no individual shall have an expectancy of employment in any extra-curricular position from one year to the next. Personnel files on extra-curricular positions shall be kept separate from personnel files on teaching positions.
- B. The head coach of each sport has the responsibility of controlling his program system-wide.
- C. The head coach of each sport has the responsibility of offering options to varsity assistants of doing equal amounts of work with the approval of the Athletic Director and building principals on an equal time/equal pay basis.
- D. All assistant varsity coaches shall adhere to the basic philosophies of their head coach.
- E. Each head coach shall meet with the Athletic Director immediately following his season (or as soon as possible) to evaluate the total program and all assistant coaches.
 - 1. All assistant coaches shall meet with their head coaches at season's end to evaluate their programs and agree in writing to their mutually agreed upon assignment contingent upon said program being implemented by the Board.
- F. The athletic schedule shall have a longevity factor in addition to the stipend listed below. The longevity shall be determined by the number of years an individual coaches within a particular sport in Bedford Public School. An individual who elected or was directed to discontinue coaching in a particular sport in Bedford shall, if reappointed to that sport at any time in the future, be given credit for such prior service in that sport up to, and including, five (5) years of such previous actual experience.

| | 2004-2005 | 2005-2006 | 2006-2007 |
|--------------|------------------|------------------|------------------|
| | 1.00% | 1.50% | 1.50% |
| 1 - 2 years: | No longevity | No longevity | No longevity |
| 3 - 4 years: | \$212 longevity | \$215 longevity | \$218 longevity |
| 5 - 6 years: | \$394 longevity | \$400 longevity | \$406 longevity |
| 7 or more: | \$576 longevity | \$585 longevity | \$594 longevity |

Note: Coaches whose positions have been eliminated through program changes will not be deemed to have discontinued coaching, and will not forfeit longevity eligibility if reappointed to coaching positions.

EXTRA DUTY SCHEDULE B-1

Elementary Music Performances:

Elementary musical performances, in addition to the Winter and Spring performances, which are outside of the regular school day, shall be compensated at the rate **set below** per performance. Requests for such performances will be submitted by the building principal for approval by the Assistant Superintendent of Program and Personnel Administration at least three (3) weeks prior to the musical performance.

| 2004-2005 | 2005-2006 | 2006-2007 |
|------------------|------------------|------------------|
| 1.00% | 1.50% | 1.50% |
| \$48.99 | \$49.72 | \$50.47 |

Elementary Schools:

Teachers participating in school sponsored camp programs shall be entitled, under the extra duty schedule, to be paid, as indicated below, above their daily salary rate for each day they are in attendance for such a program.

| 2004-2005 | 2005-2006 | 2006-2007 |
|------------------|------------------|------------------|
| 1.00% | 1.50% | 1.50% |
| \$81.31 | \$82.53 | \$83.77 |

School Improvement:

The parties agree that a school improvement committee will be established in each building beginning in 1998. The number of committee members may include six (6) to eight (8) teachers, one (1) of which may be the chairperson.

The selection of the chairperson shall be determined by the Assistant Superintendent of Instruction. Committee members will be selected by the building principal, chairperson, and a representative from the BEA (Bedford Education Association).

Each committee member will work a minimum of twenty-five (25) hours, and the chairperson thirty-five (35) hours. The designated project will be completed at the conclusion of the school year. The stipend based upon the above criteria will be:

| | 2004-2005 | 2005-2006 | 2006-2007 |
|-------------------|------------------|------------------|------------------|
| | 1.00% | 1.50% | 1.50% |
| Chairperson: | \$782 per year | \$794 per year | \$806 per year |
| Committee member: | \$521 per year | \$529 per year | \$537 per year |

An equal payment will be made at the conclusion of each semester.

Intermediate Technology Training:

To qualify for an Intermediate Technology stipend/compensation, a BEA member must successfully complete or test out of the District-sponsored Phase I training. BEA members shall receive stipends for completion of District-sponsored Intermediate Technology Training stages in the following amounts:

| | 2004-2005 | 2005-2006 | 2006-2007 |
|---|---------------|---------------|---------------|
| The first twenty hours: One (1) through twenty (20) hours of training | \$202 stipend | \$205 stipend | \$208 stipend |
| The second ten hours: Twenty-one (21) through thirty (30) hours of training | \$111 stipend | \$113 stipend | \$115 stipend |
| The third ten hours: Thirty-one (31) through forty (40) hours of training | \$121 stipend | \$123 stipend | \$125 stipend |

Qualification for a stipend requires successful completion of the training stage and participation in the above listed hours during the fiscal year (July 1 - June 30), provided the training is made available. Hours accumulated in excess of the above-referenced designated number of hours during any one fiscal year may be carried over to the next year. In the event the District does not offer training the next year, the member shall be paid at the applicable hourly stipend for those hours carried over. All stipends shall be paid by the 21st pay of each school year.

However, should monies become available for technology training from the State of Michigan, the District and the Association agree that this portion of the Letter of Understanding shall be reviewed as soon as possible. (Letter of Understanding dated 7/18/00)

EXTRA DUTY SCHEDULE B - 1

| | 2004-2005 | 2005-2006 | 2006-2007 |
|--|------------------|------------------|------------------|
| | 1.00% | 1.50% | 1.50% |
| Senior High School | | | |
| After School Music Dtr. (1) | \$5,997 | \$6,087 | \$6,178 |
| After School Music Assoc. Dtr. (1) | \$4,618 | \$4,687 | \$4,757 |
| After School Music Asst. (3) | \$1,448 | \$1,470 | \$1,492 |
| Auditorium Manager | \$1,313 | \$1,333 | \$1,353 |
| Soiree Singers Director | \$1,448 | \$1,470 | \$1,492 |
| Before School Band Dtr. (1) (max 2 weeks) | \$ 350 | \$ 355 | \$ 360 |
| Before School Asst. Dtr. (2) (max 2 weeks) | \$ 262 | \$ 266 | \$ 270 |
| Broadcast Journalism Advisors (2) | \$ 932 | \$ 946 | \$ 960 |
| Parking Lot Supervisor | \$1,400 | \$1,421 | \$1,442 |
| Play Director (Limit of 4 productions) | \$ 969 | \$ 984 | \$ 999 |
| Play Director/Showcase/Musical (1) (Limit of 3; 1 stipend per Production) | \$1,999 | \$2,029 | \$2,059 |
| Play Director Assistant (3) (1 stipend per person per Production) | \$1,000 | \$1,015 | \$1,030 |
| Debate Coach (1) | \$1,402 | \$1,423 | \$1,444 |
| Club Advisors (24) | \$ 233 | \$ 237 | \$ 241 |
| Class Advisors | | | |
| Seniors (2) | \$ 702 | \$ 713 | \$ 724 |
| Juniors (2) | \$ 466 | \$ 473 | \$ 480 |
| Sophomores (2) | \$ 235 | \$ 239 | \$ 243 |
| Freshmen (2) | \$ 216 | \$ 219 | \$ 222 |
| Student Council and Inter Club Council | \$1,119 | \$1,136 | \$1,153 |
| National Honor Society | \$ 621 | \$ 630 | \$ 639 |
| DECA | \$ 621 | \$ 630 | \$ 639 |
| Business Professionals of America | \$ 621 | \$ 630 | \$ 639 |
| Robotics Club (1) | \$ 505 | \$ 513 | \$ 521 |
| Ski Club Advisors (2) | \$ 466 | \$ 473 | \$ 480 |
| Yearbook Advisor (1) | \$ 932 | \$ 946 | \$ 960 |
| Newspaper Advisor (1) | \$ 932 | \$ 946 | \$ 960 |
| Intra-Mural Manager (1) | \$2,808 | \$2,850 | \$2,893 |
| GAA Advisor (1) | \$1,402 | \$1,423 | \$1,444 |
| Drivers' Training Teacher (Hourly Rate) | \$23.37 | \$23.72 | \$24.08 |
| Strings Coordinator | \$ 332 | \$ 337 | \$ 342 |
| Junior High School | | | |
| Club Advisors (19) | \$ 233 | \$ 237 | \$ 241 |
| Newspaper Advisor (1) | \$ 932 | \$ 946 | \$ 960 |
| Yearbook Advisor (1) | \$ 932 | \$ 946 | \$ 960 |
| Student Council Advisor | \$ 621 | \$ 630 | \$ 639 |
| National Junior Honor Society | \$ 621 | \$ 630 | \$ 639 |
| Music Festival Coordinator | \$ 332 | \$ 337 | \$ 342 |
| Parking Lot Supervisor | \$1,400 | \$1,421 | \$1,442 |
| Play Director (Limit of 4 productions) | \$ 969 | \$ 984 | \$ 999 |
| Robotics Club (1) | \$ 505 | \$ 513 | \$ 521 |
| Professional Development Committee | \$1,303 | \$1,323 | \$1,343 |
| Elementary Music Performance | \$ 48.99 | \$49.72 | \$50.47 |
| Elementary Camp Participation | \$ 81.31 | \$82.53 | \$83.77 |
| Elementary Robotics Club (5) | \$ 505 | \$ 513 | \$ 521 |
| Elementary Science Kit Stipend | \$ 500 | \$ 508 | \$ 516 |

*Number of positions indicated above are optimum numbers to be filled if personnel and monies are available.

BEDFORD PUBLIC SCHOOLS
TEMPERANCE, MICHIGAN

PROFESSIONAL STAFF EVALUATION

Teacher's Name _____ Date of Observation _____
Name of School _____ Grade _____
Subject _____ Type of Class _____ Class Size _____
Report Based on Contact: Classroom _____ School _____

APPRAISAL FACTORS

- I. Relations with Pupils.

- II. Organization and Quality of Instruction.

- III. Professional Behavior, Attitude, and Relationship.

- IV. Learning Environment.

V. Personal Attributes.

VI. Steps taken by the Administration to help the Teacher improve (optional).

Signature of Evaluator

Date

Signature of Teacher

Date

The teacher's signature indicates that he or she has discussed and read the content of this report with the evaluator. This signature, which is required by contract, does not indicate that the teacher is in agreement with the content.

DEFINITIONS OF APPRAISAL FACTORS

Relations with Pupils

- A. a friendly, but respectful, teacher-pupil relationship
- B. classroom discipline for learning while permitting and encouraging freedom of speech and action
- C. interest in, concern for, and understanding of pupils
- D. patient, courteous, and fair treatment of pupils
- E. active pupil participation
- F. an effort to stimulate an eagerness to learn
- G. willingness to give time outside the classroom to help individual students
- H. recognition of changing student attitudes in changing times and the resulting need to handle students differently
- I. other

Organization and Quality of Instruction

- A. adherence to professional ethics
- B. the formulation of close and long range objectives
- C. plans daily to fulfill objectives
- D. flexibility
- E. efficient use of time and resources
- F. an effort to maintain high interest through motivation
- G. planning of purposeful pupil assignments
- H. stating of directions definitely and clearly
- I. making use of a variety of material other than a textbook
- J. recognition of and provision for differing degrees of ability among students
- K. other

Professional Behavior, Attitude, and Relationship

- A. knowledge of subject matter and teaching techniques
- B. exemplary conduct befitting the profession
- C. maturity of judgment
- D. cooperation with administrators, public, and peers
- E. awareness of opportunities for good public relationships
- F. attention to administrative details
- G. respect by and for fellow teachers and administrators
- H. makes a positive contribution to school morale
- I. contribution to building and system committee work
- J. cooperation in helping with outside activities
- K. utilization of opportunities for growth in service
- L. response to constructive criticism

DEFINITIONS OF APPRAISAL FACTORS (continued)

Learning Environment

- A. maintains a generally neat and attractive environment
- B. controlling the lighting and ventilation properly
- C. doing all he/she can to provide an environment conducive to learning
- D. other

Personal Attributes

- A. the assumption of responsibility
- B. cheerfulness and enthusiasm
- C. controlled emotional reactions
- D. good general appearance
- E. good use of the English language
- F. adequate health for assigned job(s)

Merit Pay Evaluation

Professional Development and Improvement

| | | |
|---|--|---|
| State Association Membership <input type="checkbox"/> Unattained <input type="checkbox"/> Partially Attained <input type="checkbox"/> Attained | Participate in Professional Experiences <input type="checkbox"/> Unattained <input type="checkbox"/> Partially Attained <input type="checkbox"/> Attained | Performed / Assumed Other Duties <input type="checkbox"/> Unattained <input type="checkbox"/> Partially Attained <input type="checkbox"/> Attained |
|---|--|---|

Merit Pay Criteria

| |
|---|
| To determine yearly departmental goals for the improvement of instructional programs within individual curriculum areas. <input type="checkbox"/> - Unattained <input type="checkbox"/> - Partially Attained <input type="checkbox"/> - Attained |
| To keep informed of educational innovations and trends as they relate to curriculum concerns and to encourage membership and involvement in state and national professional organizations. <input type="checkbox"/> - Unattained <input type="checkbox"/> - Partially Attained <input type="checkbox"/> - Attained |
| To help conduct meetings each month, submit minutes and concerns from these meetings, and attend relevant school District and professional meetings. <input type="checkbox"/> - Unattained <input type="checkbox"/> - Partially Attained <input type="checkbox"/> - Attained |
| To provide consultation for orientation and inservice training programs for District Department personnel. <input type="checkbox"/> - Unattained <input type="checkbox"/> - Partially Attained <input type="checkbox"/> - Attained |
| To implement an ongoing program of curriculum evaluation. <input type="checkbox"/> - Unattained <input type="checkbox"/> - Partially Attained <input type="checkbox"/> - Attained |
| To assist in identifying and utilizing community resources for the department program. <input type="checkbox"/> - Unattained <input type="checkbox"/> - Partially Attained <input type="checkbox"/> - Attained |
| To assist in interpreting the District's instructional program to parents and the community. <input type="checkbox"/> - Unattained <input type="checkbox"/> - Partially Attained <input type="checkbox"/> - Attained |
| To meet with other department heads and Curriculum Coordinators to promote interdisciplinary programs. <input type="checkbox"/> - Unattained <input type="checkbox"/> - Partially Attained <input type="checkbox"/> - Attained |
| To regularly provide the District media representative with press releases concerning department activities. <input type="checkbox"/> - Unattained <input type="checkbox"/> - Partially Attained <input type="checkbox"/> - Attained |

Selection Criteria

| | | |
|--|--|---|
| Maintain and update current textbook usage. <input type="checkbox"/> Unattained <input type="checkbox"/> Partially Attained <input type="checkbox"/> Attained | Organize requests for commercial texts. <input type="checkbox"/> Unattained <input type="checkbox"/> Partially Attained <input type="checkbox"/> Attained | Evaluate / recommend commercial texts. <input type="checkbox"/> Unattained <input type="checkbox"/> Partially Attained <input type="checkbox"/> Attained |
|--|--|---|

Assistant Superintendent, Instructional and Student Services

Date