

Bedford Public Schools

Bedford Education
Association

Master
Agreement

July 1, 2010 to Dec. 31, 2015

Bedford Education Association
 July 1, 2010 to December 31, 2015
 Master Agreement
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AGREEMENT

This agreement entered into this first day of July 2010, by and between the Board of Education of the Bedford Public Schools, Monroe County, Michigan, hereinafter called the “Board ” or the “District” and the Bedford Education Association, hereinafter called the “Association” or the “BEA”.

This agreement shall not prevent an emergency manager appointed under the local government and school district fiscal accountability act to reject, modify, or terminate the collective bargaining agreement as provided in the local government and school district fiscal accountability act. Furthermore the act does not confer a right to bargain that would infringe on the exercise of powers under the local government and school district fiscal accountability act. Any provisions required therein are prohibited subjects of bargaining under the act. *[This new provision is mandated to be included in all new collective bargaining agreements. It is irrelevant as to whether the Union or the District agreed or disagreed to its inclusion. See MCL 423.215, et al]*

Both parties agree that the semester concept will continue through June 30, 2016, however, it will be evaluated and subject to negotiation in time to implement a return to trimesters, or other option, if necessary for the following academic year.

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 education 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 President or designee 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 certified and professional personnel as follows: all teachers, counselors, librarians, nurses, Student Support Coordinators, Student Intervention Providers, 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".
- D. Administrators and other Board employees in a supervisory capacity are responsible for following this Agreement, and must bring to the attention of central administration any issues involving time, compensation, or a change in working conditions for members of the Association; as such issues cannot be directly negotiated with individual members of the Association. The Office of Human Resources and Labor Relations will provide yearly reminders to administrators as to what direct dealing is in an effort to protect the integrity of the collective bargaining agreement.
- E. Issues involving time, compensation, or a change in working conditions cannot be directly negotiated with employees covered by this Master Agreement. Any such changes must be brought to the attention of central administration, who will engage in negotiating the same with union leadership.
- F. The Parties acknowledge and agree there are provisions contained within this Agreement which are struck out, and are unenforceable. The provisions are struck out because they are prohibited subjects of bargaining pursuant to Section 15 of the Public Employment Relations Act. Additionally, with respect to the struck out provisions of this Agreement, the Parties agree as follows:
 - a. Prohibited subjects struck out herein do not apply to teachers who are certificated as defined in the Michigan Teachers' Tenure Act, being MCL 38.71 *et. seq.* For individuals who are not certificated pursuant to the Teachers' Tenure Act, the Parties have added an Appendix E to this Agreement related to provisions which still apply to non-certified members of the Association, but which do not apply to certified members of the Association.
 - b. Items which are struck out in this Agreement, and are still prohibited subjects upon the expiration of this Agreement, shall be removed from the Agreement. If the law changes such that items which are prohibited subjects become mandatory or permissible subjects prior to the expiration of the Agreement, the Parties will meet to discuss the integration of such provisions, dependent upon the status of the current law related to the subject matter of such provisions.
 - c. The Parties have amended Article 24 of this Agreement to address the fact that struck out provisions of this Agreement are unenforceable, and not subject to the

grievance procedure, and an appointed arbitrator does not have the authority to enforce provision of the Agreement which are struck out.

- d. The Parties recognize that because the provisions struck out are unenforceable, neither Party can make a breach of contract claim related to a provision which is struck out.

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. The Association and the Board agree that both parties have the right to invite outside individuals and/or resource persons to their respective meetings held in the District.
- 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. Materials, including but not limited to computers and furniture shall not be removed from a teacher's classroom without written proof/acknowledgment or prior authorization by the teacher, except for cleaning purposes.
- Q. Association members shall only report to District Administration. Monroe Intermediate School District ("ISD") employees are not considered District Administration, and Association members shall not be required to report to or take directives from ISD employees or any other individuals in administrative roles who are not directly employed by the Board. (This Paragraph does not apply if the Board contracts with a third-party contractor to employ individuals in a central administrative position)

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~~ reason 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 and fifteen (15) minutes for lunch, minimally. The Director of Human Resources and Labor Relations or his/her designee and the Association President or his/her designee shall review in person, or by e-mail correspondence, the schedule of activities for all District professional development days at least one (1) week prior to the scheduled event. An example of a schedule could, but is not required to, look as follows:

8:00 to 8:15 Rolls, coffee, and registration

8:15 to 11:15	Professional Development Hours
11:15 to 12:30	Scheduled Lunch
12:30 to 3:30	Continued Professional Development

1. The School District may schedule the start of classes thirty (30) minutes before or after an elementary starting time of 8:20 a.m. and a secondary starting time of 7:25 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.
 2. While teachers are required to be in the building at least ten (10) minutes before the start of the school day, they are not required to be in their classrooms until the beginning of the school day, and need not be available until such time. As such, elementary students will not be released to go to classrooms prior to five (5) minutes before instructional time begins.
- B. All elementary teachers shall be entitled to a consecutive forty-five (45) minute, duty free, uninterrupted lunch and a planning period no less than forty-five (45) minutes. All secondary teachers shall be entitled to a thirty (30) minute, duty free, uninterrupted lunch period. Special teachers shall not be required to pick-up and/or drop-off their classes to the classroom teachers in a manner which infringes upon their contractually defined uninterrupted lunch and/or planning time.
- C. The normal weekly teaching load in the Senior High School (will be twenty-five (25) teaching periods, five (5) homeroom periods, and five (5) unassigned preparation periods) of the same duration and the Junior High School will be twenty-five (25) teaching periods, five (5) homeroom periods, and five (5) unassigned preparation periods of the same duration of the teaching periods. Teaching periods shall not exceed fifty-five (55) minutes at the Junior High School and fifty-five minutes at the Senior High School. Homeroom periods in the Senior and Junior High shall not exceed thirty (30) minutes. One period may contain an additional six (6) minutes to conduct school business. All Association Members shall have a thirty (30) minute uninterrupted lunch period which shall include 5 minutes travel time at one end or other of said lunch period at the Junior High School, and 6 minutes travel time at one end or other of said lunch period at the Senior High School. There shall be no split classes or split planning time on a semester schedule. A “split class” is an instructional course that has a break in the middle of the class period. However, a “split class” shall not include periods which split homerooms and lunch periods.

The District agrees that elementary teachers missing their planning period due to the staggered start for school business shall be treated uniformly across the District. A substitute will be provided the following day and will give affected teachers a planning period at a mutually agreed upon time that day.

It is agreed that the District will strive to assign all core area teachers to no more than two (2) preps per semester. However, the Parties recognize that the District has the ability to assign and manage its employees pursuant to Article 3 of this Agreement. In the event that there is a need to assign more than three (3) preps per semester, those teachers who have incomplete schedules will be given the first opportunity to be assigned additional preps pursuant to Board Policies and Administrative Regulations, which shall be readily available on the District's website. Core area teachers are defined as regular education teachers who teach in the four core areas of Math, English, Science, and Social Studies.

It is agreed that all cafeteria duty in all buildings will be voluntary. It is further agreed that those teachers who have incomplete schedules will be given the first opportunity to volunteer in those situations.

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. Teachers shall not lose their planning time due to a scheduled event. By September 10 of each academic year the District will provide teachers with a delay action plan in the event of a two (2) hour or three (3) hour Act of God delay.
- E. Due to the mandates of State and Federal law and because 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 such assignments are made.~~
- F. 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.
- G. If a teacher shall substitute during his or her preparation period or teaches summer school, they will be paid an hourly rate. If a BEA member volunteers to assume non-educational duties, those non-educational duties shall be paid on a pro-rated basis in 10 minute increments, with any increase in time bumping the pay into the next 10 minute interval. 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:

July 1, 2010 to Dec. 31, 2015
\$29.17 per hour

H. 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.

I. In lieu of being paid the hourly teacher rate for substituting during his or her planning period (as provided in Article 5-G), a BEA member may accumulate time. Accumulation of five (5) periods at the high school, five (5) hours at the junior high and elementary shall equal one (1) sick/personal business day. Sick days earned through this substitution plan may replace a maximum of two (2) sick days per year, with such sick days being applied for the purpose of attaining perfect attendance within the year it has been earned. An additional day can be earned with consent and knowledge of the Assistant Superintendent of Human Resources. BEA members shall have the option to take the sick/personal business days 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 shall be established at the beginning of each school year on a system wide seniority basis within each building for each period of availability. At the elementary levels, classroom teachers will be given the opportunity to substitute before lead teachers are utilized in situations where there is previous knowledge of a teacher being absent from his/her classroom.

Elementary teachers shall also have the option of utilizing before or after school programs that are not funded by grant monies to accumulate compensatory time in-lieu of the hourly wage for these purposes. A copy of said list shall be provided to the BEA president and Grievance Chairperson no later than September 15th (fifteenth) of each academic year. Building principals shall remind teachers at the beginning of the school year about this process, and shall provide the mechanism for each teacher to report their decision. In the event no teachers sign up to substitute on their planning time, the building administrator shall still provide a document noting that nobody signed up. Although a list is created at the beginning of each school year, BEA members may add themselves to the list at any point during the school year.

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 without establishing past practice. 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 (Young 5's – 5th Grade) 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 \$75.00 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 (Young 5's – 5th Grade) shall be established as follows:

		<u>Stipend</u>	
		<u>Optimum</u>	<u>Payment Shall</u>
		<u>Size</u>	<u>Begin At</u>
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 (Grades 6-12) 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 IEP students:

Current Rule	Description of Program Modification
340.1738(b) Programs for Students with Severe Cognitive Impairment	Programs for students with severe cognitive impairments will operate a minimum of 223 days of instruction a year and maintain a 6.25 hour school day with breaks of no more than two consecutive weeks.
340.1742(a) Programs for Students with Hearing Impairment	At the middle and high school levels, programs for hearing impaired children shall consist of a caseload of no more than 10 with a maximum of 7 students in the class at one time.
340.1745(c) Services for Students with Speech and Language Impairment	Providers of speech language services caseloads cannot exceed 65 students.
340.1749a(2) Elementary Level Resource Program	Each elementary resource program teacher shall serve no more than 10 students at any one time and shall have a caseload of no more than 23 students.

340.1749b(2) Secondary Level Resource Program	Each secondary resource program teacher shall serve no more than 10 students at any one time and shall have a caseload of no more than 23 students.
340.1749b(3) Secondary Level Resource Program	In non-departmentalized secondary special education programs, the teacher may teach and offer tutorial assistance at the same time.
340.1749c(4) Departmentalization of Special Education Programs	Each teacher shall serve not more than an average of 13 students per instructional period and may not serve more than 15 students in the classroom at any one time.
340.1749 Teacher Specialists for Students with Disabilities	The teacher specialists meets all the requirements of R340.1790 with the exception of having three years of satisfactory teaching experience, with at least one year of teaching experience within a special education program. This person will fulfill all the requirements listed in R340.1749.

4. Special Education - Special education teachers shall have planning time on a daily basis. Further, during each semester, special education teachers shall be provided with substitute teachers of one and one-half day each semester on a date to be determined by mutual agreement with building administration, in order to conduct IEP meetings, confer with parents, and maintain/generate records/required documentation. Tenured special education teachers at the elementary school level shall have the option of taking their planning time in a block of time one day a week instead of daily and, further, that such option shall not establish a precedent or past practice. Said planning time shall remain unassigned. Untenured special education teachers at the elementary school level shall abide by the Master Agreement with regard to unassigned planning time and shall not be asked, expected, or encouraged to deviate there from.

Medicaid forms will continue to be filled out by the speech/language pathologist and special education teachers; however the directive shall come in a written form from the Assistant Superintendent of Human Resources, not the ISD Director. Affected BEA members will be notified in writing by the Assistant Superintendent of Human Resources at onset of the academic year (no later than September 15th) if expected to maintain such Medicaid forms.

No special education staff or other BEA members shall be required, outside of their schedule, to participate in an early intervention speech program.

The administrators at both the elementary and secondary levels will make an effort to assign special education and 504 students within grades or section in such a manner that there is an equal and equitable distribution of students, based upon disabilities and needs. The following will take place with respect to the assignment of students referenced in this Paragraph:

- Building administrators shall make the initial determination.
- Building administrators will then consult with the impacted teachers in such a manner and within such a timeframe that changes can be made in the best interests of meeting the needs of students.
- Since the identity and needs of most students are known to the District in the spring of the preceding academic year, those students should be placed expeditiously and those placements communicated before the end of any current academic year.
- In the event the building administration and impacted teachers cannot agree, an ad hoc committee shall be formed in an effort to resolve differences. Both the District and the BEA shall appoint no more than four individuals each.
- In the event an agreement is not reached as to an equitable distribution, the administration retains the right of assignment and the BEA retains its rights, as well.

Core curriculum teachers at grade levels Y5-3 who initiate a CST (Child Study Team 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 \$50.00 per semester. This shall be calculated at the mid-point of each semester.

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 fourteen (14), 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.

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. The technology department shall issue written notice to the Association members of work to be done over the summer months with regard to replacement of technology equipment assigned to teachers. Having received said notice, it shall be the responsibility of the Association member to back-up any important data.

At the time of assignment or reassignment, the District will provide, upon teacher request, the materials needed to teach.

- 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. At the elementary level BEA members shall not provide playground supervision.
 - 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 BEA Members; this will include, but not be limited to, lunch money, milk, pictures, and book money; and fourth (4th) Friday initial enrollment forms.

9. The District shall inform Association members of any students who are assigned to the teachers from the “Red Tag” list. Each Association member shall be given a hard copy of the data referenced in the “Red Tag” list. This list will be updated whenever the District is made aware of new information. Additionally, the District agrees to make available to Association members any information needed for students assigned to the member who is on an Individualized Development Plan or a 504 plan.
- 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 wellbeing. The district shall maintain a method and means of reporting and tracking repair and maintenance requests. The Building principal will provide information to the teachers via scheduled staff meetings (i.e. start of year or periodically as needed) regarding the work order system utilized by the District for addressing repair and maintenance issues typically related to their work area(s). General classroom and staff lounge cleaning shall not take place while teaching is taking place, and general cleaning of staff lounges shall not take place during the regular instructional day.
- 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. The District shall meet with the BPS Music Department or representatives and produce a District schedule in advance for each ensuing academic year by May 1st. Said schedule shall be contingent upon changes in student enrollment and or Board budgetary decisions that may arise thereafter. Building administrators shall communicate that new enrollees are to contact Central Administration Offices during the summer. Due diligence will be followed in eliminating or minimizing travel between buildings and/or tiers.

The Association President or his/her designee shall be provided with the Music Schedule(s) no later than May 1 of each academic year. The schedule shall state the building, FTE for the building, and the start and end times when music will be offered at each building. Music teachers shall be provided with a daily schedule by August 15 of each academic year. All such schedules shall be contingent upon changes in student

enrollment and/or budgetary decisions. An example schedule could, but is not required to look as follows:

Building	FTE	Teacher's Start Time	Teacher's End Time
JRE	.91	9:30	3:20

- J. 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 (this shall be considered a 0.1 FTE, unless an increase is justified in conjunction with the building administrator). 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.
- K. 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.
- L. The buildings will inform the classroom teacher at the beginning of the school day when a paraprofessional will be or is absent.
- M. At the elementary level, substitute teachers will send written attendance to the attendance officer. (A hard copy class list should be provided to the substitute upon sign in or in the substitute folder). All students will report to the health room to gain a class entry pass. The health room aide will record the students as tardy in the attendance program. Teachers will be able to view the attendance codes entered by the health aide in order to verify the accuracy. Any discrepancies noted should be resolved with the health aide. Office will record left early attendance code and the dismissal time in the attendance program. Attendance will be reported on the student's progress report. Further attendance information is available on the administrative regulations regarding attendance of May 30, 2008. It is the Parties' intent to honor the "Pupil Accounting Audit" timeline (current attendance window for six-week periods, twice per year). Teachers shall take attendance utilizing the District's established technological program. The weekly attendance audit report program can, at the discretion of the teacher, be either printed by the teacher, signed and submitted to the office within three school days. Alternatively, teachers can generate a PDF format weekly attendance audit report and email the report to the building office where it will be printed. If a teacher selects to email a PDF formatted report, the teacher must verify and sign the report within three school days of submitting his/her email. If a change to this format is required, the Parties will meet to discuss the implementation of the change.
- N. Prior to implementation of the Response to Intervention program, or any such similar endeavor, Bedford Public Schools shall meet with and negotiate same with the Bedford Education Association, in a timely and meaningful manner. Please see Schedule C regarding RTI programs.

- O. For BEA Members teaching in grades 6-12, student progress reports shall not be expected of Association members. However, the District may provide parents with a message at the mid-term or end of term to check grades “published” in Home Access Center (“HAC”)(or any similar program) (the term “interim progress report”, or any other designation, shall not be used). If the District does provide notice to parents, the District shall inform teachers at least three (3) days in advance. Additionally, it is understood that if parents believe the information on HAC is inadequate, the parent is to contact the teacher directly regarding his/her concerns. For BEA Members teaching in grades K-5, student interim progress reports shall not be expected of Association members. A K-5 process will be developed through a K-5 grade card committee formed by the Parties.
- P. The District shall be responsible for providing substitute teachers.

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 Instruction 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.
 - 1. Elementary School Lead Teachers and building chairpersons shall be paid the following stipend:
 - 2012-13 to Dec. 31, 2015
 - \$1,455
- B. The Assistant Superintendent of Instruction 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 \$50.00 per meeting 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 Instruction 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 Instruction 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 Instruction 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 ensure that individuals assigned to positions in vocational areas possess the appropriate qualifications, as developed by law and regulations related to those areas. The District shall post, both internally and, if applicable, externally, for a 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. It is incumbent that, in compliance with the regulations of the Highly Qualified Statute of the Federal No Child Left Behind Act and State Law, all Bedford Public Schools instructors must be highly qualified in the area in which they teach, as required by law.

That a combination of administrators and lead teachers at the elementary level and a combination of administrators and NCA chairpersons at the secondary level, shall make available sign-in sheets, agendas, and minutes in order to facilitate the accumulation of SB-CEU (SCECHs) for BEA members at the building level for the sole purpose of certification renewal, as provided in the guidelines issued by the Monroe County Intermediate School District.

The Assistant Superintendent of Instruction will facilitate the accumulation of same for District-level work or committee chairmen, as provided in the guidelines issued by the Monroe County Intermediate School District.

That all such documentation will be tendered to the SB-CEU (SCECHS) sponsor at said ISD, or as otherwise applicable. District Administration shall maintain and make available appropriate records for teachers who earn SB-CEU (SCECHS) credits (or any other name used by the State of Michigan or Department of Education regarding continuing education credits). Such records shall be submitted in a timely manner by the District. If teachers become responsible for submitting their own SB-CEU (SCECHS) credits (or any other continuing education credits), District Administration will continue to maintain appropriate records for teachers who accumulate such credits; however, it shall be the responsibility of the individual teacher to make sure that such credits are properly submitted.

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. However, in a time of layoff, it is understood that highly qualified language will take precedence over this article, in order to provide as much employment as possible for BEA members.

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/subject 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. Notices for teachers affected at the elementary schools will include the building(s); subject(s) and grade level(s). Notices to teachers affected at the secondary schools will include building(s); and subjects(s) for each semester, or as applicable based on duration of the courses. The District reserves the right to change assignments after June 1 pursuant to its Board Policies and its Administrative Regulations which are readily available and current on the District's website.

The Parties recognize that it is educationally sound to have students assigned to the same teacher for year-long courses. Therefore, the District will make efforts to assign students to the same teacher for the entire school year. However, the Parties recognize there are circumstances when a student cannot be assigned to the same teacher, and that the District reserves its rights pursuant to Article 3 of this Agreement to, in its sole discretion, direct the students and workforce of the District.

- ~~1. Should a reduction in student population occur within an elementary building requiring 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 assignments, principals will first seek volunteers from the existing staff in the building. In the event there are insufficient qualified volunteers, building administrators shall then move the least senior teacher, district-wide within the building.~~
2. No elementary teacher shall be moved to a different grade level involuntarily for (three consecutive years by a building principal or other administrator. Teachers placed on a Personal Improvement Plan (P.I.P.) may be moved as part of the P.I.P.; teachers placed on a P.I.P. shall not have any assignment change for at least (2) two years in order to demonstrate progress.

3. 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.
4. 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.
5. 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.

After June 1 (first), in the event a change in assignment at the secondary level is warranted based on a change in student population, BEA members will be consulted verbally and in writing. In case of a change in assignments, principals will first seek volunteers from the existing staff in the building. If there are no volunteers, building administrators shall then make the assignment in reverse seniority, with the least senior teacher, district-wide within the building, making the change, based upon highly qualified status and pursuant to the needs of the master schedule.

- 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 instructional delivery system with a qualified **tenured** teacher.

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. The posting shall be sent by school e-mail to all Association members during the academic year, and hard copies shall be sent to all Association members during the summer or when school is not in session. Laid-off Association members shall be treated as internal candidates for purposes of this Article. As such, laid-off Association members shall be

informed of any vacancies and postings as well to the same extent and degree as all other internal candidates would be.

Postings will be numbered in sequential order by academic year and be posted on one-side of the paper and be clearly visible to BEA members.

~~In the event no qualified internal candidates apply, then the position shall be promptly posted externally, minimally, at the MIREAP employment website. Postings This notice will be publicized on the BPS website and any other employment advertisement mechanism; emailed to every BEA member and all building principals, 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 mailed pre-paid first class to the employee's address on file with the Office of Human Resources and Labor Relations. Employees are responsible for maintaining up-to-date information concerning their mailing address. 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. The BEA's signature is only indicative of knowledge of the 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. The BEA shall be sent copies of posting for vacancies in administrative positions, including administrative central positions. 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.~~

The Parties agree there are circumstances where it is advantageous to post for an acting administrator, if the Board so chooses, and to appoint an Association Member for the duration of at least two weeks and up to a semester. In the event District Administration determines that the position is to be posted, the Association President will be consulted as to the reason for the absence and the expected duration of the appointment. During the time of the appointment, the “acting administrator” will remain an Association Member. During this period of time, a substitute teacher may be employed for any portion of the teaching assignment relinquished by the Association Member. Such substitute classroom duties include preparation of lesson plans, grades, and parent-teacher conferences. Said substitute shall be compensated by a private substitute company, such as PCMI, or if employed by the District, at the Board established substitute rate. Substitutes are not part of the Association.

- 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.~~ The District shall review transfer requests to determine the feasibility of the transfer. 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. Individuals awarded positions pursuant to this Paragraph shall receive letters which state, “pursuant to an open vacancy.”

The Association President shall receive notification of transfer requests upon receipt of the transfer request by the District.

- 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.~~

If a new position is created or vacancy exists after the start of the school year, and a current qualified BEA member applies for the position, the District may enter into an agreement with the individual and the BEA that the BEA member will move to that position at the start of the next school year.

H. Should elementary Media Specialists positions be restored, the displaced Media Specialists shall be given the right to return to their former Media positions.

I. ~~In filling all vacant summer school positions, the District will follow a hierarchy by affording preference to: (a) District employees who taught during the previous summer and who are properly certified BEA members. (b) Building BEA members that are properly certified. (c) District wide BEA members that are properly certified. (d) Any properly certified outside candidate.~~

J. Only the Board can grant immediate tenure to an Association member who achieved tenure in another Michigan school district. Teaching service in other states, in non-public schools, public school academies, or in state institutions of higher education will not fulfill any portion of the probationary period requirement for teacher tenure.

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. At the beginning of the academic year each bargaining unit member shall be credited with ten (10) days of paid sick leave. If a BEA member leaves the District prior to the end of the school year, the number of annual sick days allotted shall be prorated at one (1) day per month times the number of months worked. If the number of days taken by the member exceeds the number of days allotted, a deduction will be taken from the member's final paycheck equal to the per diem rate times the excess day(s) taken. The portion of each year's unused leave shall be carried over in future years.

As long as Long-Term Disability ("LTD") remains in place, BEA members shall not be able to accumulate over two hundred (200) sick days. Sick days shall continue to be awarded at the beginning of each academic year. At the end of each year, the first fifty (50) days in excess of 200 shall be contributed to the BEA sick bank, and any days still in excess of 200 shall be banked by the District for said member in the event LTD is no longer in place. Any days used will be first taken from "new days" and any taken from their personnel accumulation of 200 shall be replaced, if used, as new days are earned.

- D. The BEA Sick Bank shall be automatically augmented annually pursuant to Article 10, C, where those days have accrued. If a BEA member or family member (as defined in Article 12, B) suffers a serious injury and, due to such illness or injury, utilizes all of his or her accumulated sick leave days, said BEA member shall be permitted to access the teacher sick leave bank to meet the emergency medical needs. In the event the District and BEA disagree as to need, a committee shall be formed to assess eligibility.

In the event the teacher sick leave bank is inadequate with regard to the number of days needed by said member, another BEA member may donate 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 or with the ill family member may not accumulate more than a maximum of forty (40) sick leave days under this provision.

- E. 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.
- F. 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. If the Committee members do not agree regarding eligibility, a doctors' verification of need shall be furnished to said committee prior to consideration of access to said sick days.
- G. 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 and fifty dollars (\$250) no later than the second pay period after that semester ends.

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).

- H. 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. Please see Article 5-I for further information on substitute teachers.

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. 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, grandchild, step-relative, daughter-in-law, or son-in-law. A maximum of three (3) days for death of a grandparent, 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. 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 Director of Human Resources (HR) or his/her designee may grant the use of a personal day(s) when it is prior to and/or after a vacation period or holiday. However, the employee must submit their request in writing no less than five (5) work days in advance. Furthermore, the granting or denying of such request(s) will not be used to establish a viable past practice or evidence of some pattern. The decision is within the sole discretion of HR/LR or their designee and is to be done on a case-by-case basis. 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 first (1st) second (2nd) or (3rd) quarter 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.
- M. Teachers on any and all leaves approved by the Board of Education shall be mailed, by certified mail (to address on file) a letter by March 1st requesting their intentions for the following school year. A response must be received by the Assistant Superintendent of Human Resources, by certified mail, no later than April 20th of the current school year or

their right to continued employment may, upon the decision of the Administration, be discontinued.

- N. A probationary teacher requesting a leave shall be informed by Administration as to how their time toward tenure will accrue.

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. Additionally, if a member submits written notification of the retirement to the Director of Human Resources and Labor Relations no later than January 15th of the year that they announce their retirement will receive a \$1,000.00 payment. If they have carried medical insurance through their final school year and terminate their coverage through BPS as of June 30th they will receive an additional \$2,500.00 (Also see Art 14-I)
- B. Teachers resigning their positions after serving as teachers in the Bedford School System for fifteen (15) 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. Upon the death of a BEA member with five (5) or more years of service, his or her estate will be paid at a rate of fifty dollars (\$50) for each unused sick day or personal business day, not to exceed one hundred and forty (140) days of unused leave time. Days donated by the sick bank will not be considered in this matter.
- 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

The BEA allows the District to contact MESSA now in order to preserve the 30 day notice requirement for changes in insurance plans. Starting July 1, 2012 the BEA members electing health care will be moved to MESSA Choices II with a \$500/\$1000 deductible, \$20.00 OV, and Rx Saver Card. Beginning January 1, 2013 the employee may elect to go to MESSA ABC Plan .

- A. The Board shall offer, 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.

Effective January 1, 2013, BEA members will have the option of moving to MESSA's ABC (Account Based Choices) – Plan 1 Health Savings Account. Those individuals who select the MESSA ABC Plan 1 option will have funds placed into their HSA account by the district if the premium is below capped amounts as outlined in Public Act 152 of 2011. Those funds will equate to the difference between the maximum allowable

contribution by the district under Public Act 152 of 2011 and the actual premium. Deposits into HSA accounts by the district will be made in four equal installments in the first pay period of January, April, July, and October of each calendar year.

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. (Moved from B1)

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

PAK A

- MESSA's Choices II health insurance
 - \$500/\$1,000 In-Network Deductible
 - Saver Rx Program (Prescriptions)
 - \$20 office visit co-pay
 - Includes Preventive Care Rider and Hearing Care Rider
- VSP 3 Vision Insurance
- Delta Dental (80/80/60/60/\$600:\$1,000)
- \$20,000 Life Insurance
- Long Term Disability

PAK C

- MESSA's ABC (Account Based Choices) Plan 1 Health Saving Account
 - \$1,250/\$2,500 In-Network Deductible
 - ABC Rx Program (Prescriptions)
 - \$20 office visit co-pay
 - Includes Preventive Care Rider and Hearing Care Rider
- VSP 3 Vision Insurance
- Delta Dental (80/80/60/60/\$600:\$1,000)
- \$20,000 Life Insurance
- Long Term Disability

PAK B

- In Lieu of Health Insurance payment of \$450 per Month¹
- VSP 3 Vision Insurance
- Delta Dental (100/90/90/90/\$1,500:\$1,000)
- \$20,000 Life Insurance
- Long Term Disability

¹ In lieu payments for members whose spouse works for Bedford will be paid at \$225 per month for the 2012-2013; 2013-2014; and 2014-2015 school years. These in lieu payments end after the 2014-2015 school year and/or July 1, 2015.

1. Health care contributions will be pursuant to Section (3) (hard cap) of Public Act 152 of 2011. A pre-tax payroll deduction, as permitted by the IRS, shall be available to the membership for this purpose.
2. All full time 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.

3.

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

- C. The employee will be responsible for all applicable taxes (federal, state, local, and FICA) and the Board will be responsible for the employer FICA.
- D. All costs relating to the implementation and administration of benefits under this program shall be borne by the Employer.
- E. 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.
- F. 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 their individually accrued sick leave, the Board will continue to pay existing Board paid premiums for medical insurance for said teacher for the duration of the member's leave, but no more than 90 calendar days. 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.
- G. 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). This shall not apply to retirees whose retirement health benefits are effective as of June 30th of the year of retirement. (pursuant to Art. 13 A)

- H. 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.
- I. 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.
- J. Notwithstanding any other obligations in this Agreement, the District reserves the right to, in its sole discretion, select a health insurance carrier which offers a "bronze" plan that provides "minimum coverage" pursuant to 26 USC § 36(B)(c)(2)(C)(ii). The District shall not be obligated to select the same health insurance carrier for the "bronze" plan as the health insurance carriers providing health insurance to other bargaining unit members, however prior to implementing a "bronze" or similar package for those not currently eligible for health insurance, the parties agree to negotiate the coverage. If the parties are unable to reach an agreement prior to implementation of the law, the district can provide coverage described above.

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 other BEA member not including AR's 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. Evaluations shall only be conducted by individuals qualified to perform evaluations of teachers pursuant to the Michigan Revised School Code and the Michigan Teachers' Tenure Act.

- E. 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.

- ~~F. Upon mutual agreement, the building administrator and the non-tenured teacher shall develop an IDP (Individual Development Plan) to meet state and District mandates prior to January 15th 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. BEA members may take exception to detrimental materials placed in their official personnel file, and may respond in writing. In order for a copy of the BEA member's written exceptions must be sent to the Human Resources Office. If a copy is sent to the Human Resources Office, the Director of HR/LR shall cause same to be attached to the detrimental material, and placed in the BEA member's official personnel file.

All personnel records will be maintained and retained in accordance with applicable federal, state, and local law. There is only one repository which maintains the official personnel file ("OPF") for each employee in the District, the Office of Human Resources and Labor Relations.

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.)

- B. With regard to requests for communication utilizing information technology, including but not limited to FOIA, the district shall provide no more than what is legally required under any state or federal statute and also redact any information deemed private/confidential as defined under applicable state and federal regulations. In addition the district will make a concerted effort to notify such employee(s) of such a request and/or opportunity to discuss with the Office of Human Resources and Labor Relations.

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, shall be notified in writing by May 20th (twentieth) of the current school year. The BEA president, by May 1st (first), will be notified in writing regarding prospective layoff of personnel and will be updated, if applicable, regarding personnel to be prospectively laid off, in writing, no later than May 15th (fifteenth).

~~Teachers who are pink-slipped, but are not being laid off due to BEA members with less seniority not possessing the needed certifications and/or skills will be given a letter so stating within five (5) business days.~~

Teachers who are being pink-slipped and whose highly qualified status will be changed by the beginning of the next academic year shall be obliged to notify the Assistant Superintendent of Human Resources in writing by the end of the third (3rd) business day

from the date of lay-off notice. The District shall furnish a copy of same to the BEA president.

In the event of a lay-off, teachers who are on an approved leave of absence shall be subject to the provisions of Article 17 (seventeen) of the Bedford Education Association Master Agreement.

- 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.

Pursuant to Article 9A, laid-off Association members are considered internal candidates, and have not abrogated their status as employees of the Board.

- 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. Hard copies of the seniority list, including certification and endorsements, shall be provided to each BEA member by March 1st (first). One (1) additional hard copy shall be

provided to each of the following: BEA President, BEA Grievance Chairperson, and BEA Secretary.

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. Accrual of seniority shall be made until the list is re-posted, except that additional highly qualified certifications and/or endorsements earned, shall be recognized upon appropriate proof being furnished to the District. Re-posting of the seniority list shall not be required in hard copy form until the next March 1 date.

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. The highest total of rolling two dice will determine the higher seniority.

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. Recall letters sent to teachers shall include grade level, subject(s), and building location.
- 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 for a reason which is arbitrary or capricious 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 district's building-level administrator or designated representative. Additionally, the matter must be reported to central administration by said teacher, building-level administrator or designee no later than the close of the next business day. Central administration will maintain a confidential repository of such incidents in compliance with any applicable law, regulation or policy. The District will advise the teachers of his or her rights and obligations and shall render all reasonable assistance. The District shall, at the start of the school year, remind all staff of the location of the "incident" form related to severe or persistent student behavior concerns. The incident form shall be available on the District's website.

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.

All BEA members who have direct instructional or medical responsibility with students under consideration for a 504 plan shall have the opportunity, with release time, to

participate in meetings, and to provide input regarding potential accommodations. Teachers from that group shall be given the opportunity to attend the 504 meeting. 504 plans shall be reviewed annually or when transitioning with another building/program. Hopefully, students and parents shall be given meaningful roles to insure the viability of said accommodations.

- G. The parties agree parents requesting to not have a certain teacher(s) shall expect to have a personal interview with the principal prior to granting said requests and said request shall not be granted absent said meeting.

ARTICLE 21 - SCHOOL CALENDAR

- A. 2011 - 2012 school years: 184 teacher contract days (178 days of instruction, 5 professional development, 1 record/orientation day). Record/orientation day shall be from 8 a.m. to 11 a.m. with a one-hour BEA membership meeting immediately following the District meeting. Following the BEA meeting, BEA members shall report to their buildings.

2012 - 2013 through 2014 - 2015 school years: 181 contract days (176 days of instruction, 5 days of professional development).

2015 – 2016 school year: 182 contract days (177 days of instruction, 5 days of professional development).

Bedford Public Schools and the Bedford Education Association agree that all students are expected to be in attendance for the remainder of the day following each days MME testing, (approximately 11:00 a.m.) with the exception of the ACT portion of the test.

One (1) Professional Development absence can be made up when students are otherwise not scheduled to be in session. Replacement activities must be pre-approved by the Assistant Superintendent of Instruction. Members on a leave of absence will be covered by a substitute teacher. When 90% or greater of active BEA faculty are in attendance at scheduled PD (Professional Development) the District will count the eligible time toward clock hours.

In the event more than 10% of the aforementioned members are absent on a given PD day, time shall be made up to the 90% rate first by teachers for whom it represents a multiple absence on PD days with those missing the most making up the time first. If the 90% is still not met, then time shall be made up in order of seniority from the least to the most until the 90% attendance is met.

BEA members need not remain in their buildings after student dismissal on 1/2 day record/grading days. Grades shall be due no sooner than 9:00 a.m. of the third (3rd) business day after the end of each marking period.

All elementary and secondary teachers shall be provided with four (4) half (1/2) days at the end of each quarter 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 makeup 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

<u>Year</u>	<u>School</u>	<u>Instructional Day Starts</u>	<u>End of Instructional Day</u>
2011-2012	Elementary: Tier 1	8:20 a.m.	3:20 p.m.
to	Secondary	7:25 a.m.	2:25 p.m.
12/31/15	Open Door*	7:25 a.m.	2:25 p.m.

Adjustments will be made in elementary teacher release time (Art/Music/PE, conference periods, and other areas) to comply with Article 5 "C" - Teaching Hours. *Always two (2) adult BPS employees on premises.

- G. Parent-Teacher Conferences will be a minimum of two (2) half-days.

Secondary (Grades 7-12)

Day 1:

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

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

Day 2:

Student dismissal - 10:25 a.m.

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

Elementary (Grades K-6)

Day 1:

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.

Day 2:

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, of each year for the following school 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. At the Master's level the

(+15) and (+36) hours must be earned after the date the Masters Degree was earned and provided the BEA member has provided proof of same. Official transcripts must be sent to the Assistant Superintendent of Human Resources prior to processing a degree change on the salary schedule.

- 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. Both parties agree that future settlements regarding back pay will be governed by all applicable federal labor laws and federal regulations.
- C. Degreed teachers under contract and holding 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. 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.

- 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 entire school year at a building using the semester schedule. If a teacher at a building using the semester schedule only teaches for one semester, then the teacher will be paid at ten percent (10%) of the teacher's current salary on Schedule A, capped at Step Five (5).

Assignment of an extra class for the school year shall be voluntary and shall be offered first to the highly qualified candidate with the most District wide seniority within the applicable building. If a highly qualified teacher is not needed for the class, then it shall be offered to the candidate with the most District wide seniority within the applicable building. If possible, schedules shall be adjusted to enable the said candidate to avail him/herself of this opportunity.

This Paragraph was, and is, intended to provide coverage for occasional "orphan" classes with a .2 planning time filling in. It is not intended to avoid hiring a teacher. The

Association President or designee shall be informed electronically of all .2 positions in the District.

- 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 completing coursework that allows for a degree change on the salary schedule shall be compensated in the following manner:

Coursework completed before the first day of school reflects as an entire year degree change and payment will be processed once official transcripts are received in the HR Office and spread over the remaining pays for said school year.

Coursework completed after the first day of school and prior to the completion of 1st semester shall be reflected as a 2nd semester degree change (teacher receives one-half (1/2) of increment amount). Payment will be processed as a 2nd semester degree change once official transcripts are received in the HR Office and spread over the remaining pays for said school year.

- 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).

Years continue to accrue and longevity shall be paid as follows:

<u>Years of Bedford Public Schools Service</u>	<u>Longevity Amount</u>
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2010-2011 & 2011-2012:

Beginning of 13 th year through end of 14 th year:	\$ 432
Beginning of 15 th year through end of 19 th year:	\$ 866
Beginning of 20 th year through end of 24 th year:	\$1,298
Beginning of 25 th year through end of 27 th year:	\$1,732
Beginning of 28 th year:	\$2,164

2012-2013 (5% reduction):

Beginning of 13 th year through end of 14 th year:	\$ 410
Beginning of 15 th year through end of 19 th year:	\$ 823
Beginning of 20 th year through end of 24 th year:	\$1,233
Beginning of 25 th year through end of 27 th year:	\$1,645
Beginning of 28 th year:	\$2,056

2013-2014 (2.5% Increase)

Beginning of 13 th year through end of 14 th year:	\$ 421
Beginning of 15 th year through end of 19 th year:	\$ 844
Beginning of 20 th year through end of 24 th year:	\$1,264
Beginning of 25 th year through end of 27 th year:	\$1,686
Beginning of 28 th year:	\$2,107

2014 to December 31, 2015 (Restored to 2011-2012 Rate)

Beginning of 13 th year through end of 14 th year:	\$ 432
Beginning of 15 th year through end of 19 th year:	\$ 866
Beginning of 20 th year through end of 24 th year:	\$1,298
Beginning of 25 th year through end of 27 th year:	\$1,732
Beginning of 28 th year:	\$2,164

- 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.

The District agrees that an elementary school support coordinator position with department chair like responsibilities shall be posted at the five thousand dollars (\$5,000) (formerly \$1,343) per school year. It is understood that this coordinator must have a Masters in counseling and shall work an additional hour daily to assume his/her extra responsibilities.

- K. The District agrees to pay one-half (1/2) of the certification fee for the BEA member's process/examination; upon passage of the National Teacher Certification the instructor

shall receive fifteen hundred dollars (\$1,500) annually per year as long as the certificate is valid. Any BEA member currently having attained, or in the process of attaining, said certification shall fully participate in this financial plan.

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 which is not struck out or any rule, order, or regulation of the Board may be processed as a grievance as hereinafter provided. The Parties acknowledge and agree that the struck out provisions of this Agreement are unenforceable and cannot be grieved pursuant to this Article 24, or through any grievance process or litigation which attempts to enforce the language which is struck out, pursuant to the first sentence of this Paragraph A.
- 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.

In the spirit of collegiality, the Parties agree to relax timelines with regard to grievances filed and subsequent responses in order to enable both Parties to investigate and discuss alternatives. In the event either Party hereto finds time taken for initiation/response are or have become unreasonable, said Party may provide written notice, including electronically, that previous timelines established in this Paragraph 24 shall be invoked. If either Party gives notice as described in this Paragraph, the timelines in Paragraphs B (1) and (2), C, D, E, and F shall apply.

- 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 Human Resources 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. Only grievances scheduled for mediation will be heard at the mediation session. However, if time permits after discussion of all current pending grievances, the District will entertain issues that have not yet been resolved at previous informal meetings.
 - 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, except that the arbitrator shall not have the power to apply or attempt to enforce any provisions of this Agreement which are unenforceable pursuant to Paragraph A of this Article 24. 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~~ BEA members shall be reinstated pursuant to an arbitrator's decision shall be reimbursed pursuant to applicable law for ~~with full reimbursement of all~~ professional compensation lost, or otherwise be made whole. ~~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 - 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. Morning teachers will not be expected to attend meetings in the afternoon and afternoon teachers will not be expected to attend meetings in the mornings unless compensated for their time. The decision to create a shared or part-time position rests solely with the District. Teachers may submit suggestions for shared or part-time positions. Part-time or shared time teachers shall receive notice about how return rights to full-time vacancies are affected, if at all.

Part-time teachers (less than 1.0 FTE) who are assigned to a 0.5 FTE or more shall receive an uninterrupted lunch period and prorated planning period, based on the FTE they are scheduled, and the building which they are assigned. Whenever possible, the prorated planning periods shall be at the beginning or end of the teacher's scheduled day. The Parties recognize that this Paragraph does not apply to individual teachers who have agreed to "shared time" positions.

- 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. ~~The decision to create a shared or part-time position rests solely with the District. Teachers may submit suggestions for part-time positions.~~
- K. Student Intervention Providers will be hired through the auspices of building level committee, composed of teachers, parents, and administrator(s). The BEA Student Intervention Providers 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: 2010-2011 \$18.91, 2011-2012 \$20.00 per hour up to (6.0) hours day. Conditions: It is agreed that the Student Intervention Providers work year will not exceed 150 days. It is further understood that the Student Intervention Providers shall receive no health benefits (unless mandated by law), nor acquire district seniority for Schedule A. The Student Intervention Providers shall be given one (1) personal day per year and three (3) sick days, at the beginning of the academic year or when hired. 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.

In the event of a reduction of more than 10% in the current number of hours worked per week, the Student Intervention Providers have the right to bump the least senior Student Intervention Providers in accordance with their seniority.

1. Building Principals shall have the option of using Student Intervention Providers (“SIPs”) as classroom substitute teachers if no other substitute teachers are available. However SIPs shall not be required to act as a substitute more than four (4) times in a given school year, regardless of duration in acting as a substitute. SIPs shall be compensated at their daily/hourly rate, and on days in which SIPs are used as teacher substitutes those days will be added to the SIPs work calendar provided the work calendar does not extend into the last two (2) weeks of school, without prior written approval of the Assistant Superintendent for Instruction and Student Services or designee.
2. If SIPs are not needed for snow delays/cancellations/delays, those days shall be added to their work calendar, provided their work calendar does not extend into the last two (2) weeks of school year unless days are needed to satisfy their individual contract days.

3. SIPs shall be included in team meetings [typically three (3)] at the discretion of building in which the SIP is employed and as long as grant funds can be used.
4. SIPs who will be retained for the following school year shall receive reasonable assurance from the District no later than June 30th.
5. No BEA member shall evaluate any other BEA member acting in the capacity of a SIP.
6. It is acknowledged that consistency at each building is desirable to achieve student growth; however, it is also acknowledged that each building within the District has control of Title and At-Risk funds.
7. The assistant Superintendent for Instruction and Student Services or designee will procure instructional materials for the SIPs, provided that grant funds are available to procure such materials, which shall be made available in a designated location in each building.

ARTICLE 27 - 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. Copies of this Agreement shall be shared electronically. Members of both Parties' negotiating teams shall receive an original signed printed copy.
- D. 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.
- E. 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.

- F. 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:
 - a. 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.
 - b. The following selection process shall be applicable with regard to candidates:
 - i. 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;
 - ii. 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;
 - iii. Mentor and mentees shall be matched by grade level (early elementary, junior high, etc.), content area;
 - iv. Candidates will be internal;
 - v. In the event all criteria are equally met, seniority would be a determinant;
 - v. All appointments as mentors shall be voluntary.
 - c. Duties:
 - i. 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;
 - ii. Mentors shall have no involvement in the evaluation process and the mentor-mentee relationship shall, at all times, be collaborative and confidential;
 - iii. The district shall provide adequate resources and support for the mentor-mentee relationship to succeed;
 - iv. 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;
 - v. The building administrator shall consider recommendations by the mentor (or department chairperson/target-goal chairperson) regarding suitable seminars, workshops, conferences, etc.

- d. 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.

- G. 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.

- H. 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.

- I. 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.

- J. If any home-to-school communication program is initiated as a District-wide program, association representation from each applicable building shall participate in the development and implementation of said program, along with appointees, if any, by the BEA.

- K. The Bedford Board of Education and the Bedford Education Association encourage teacher attendance and participation at the building "open house." However, attendance at school open houses is voluntary, and sign-in sheets for open houses shall not be kept by District and/or Building Administration.

- L. 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.

It is understood that a “reasonable period” may be needed for major technological problems including, but not limited to, warranty problems, virus problems, and problems impacting the system. For major technological problems, evidence that the problem(s) is/are being addressed shall be provided upon request. This time period shall extend the timeline for filing a grievance. The District acknowledges the importance of having fully functioning technology tools available to teachers at the beginning of, and throughout, the school year.

- M. Where it is represented that committees include BEA-sanctioned members, such members shall be appointed by the BEA president or his/her designee.
- N. 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.
- O. Retroactive pay will be provided to the BEA members with options of tax-deferred plans (i.e., 403(b)) or lump sum payment).
- P. The District will make Flexible Spending Accounts available.
- Q. 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.
- R. Board Policies and Administrative Regulations shall be made available on the District’s website.

ARTICLE 28 - 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 29 - DURATION OF AGREEMENT

This Agreement shall be in full force and effect from July 1, 2010 to, and including, December 31, 2015, 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.

2012-2013 Schedule A					
Final Salary: 1% Reduction² and 3-days off calendar (2 Instructional & 1 Orientation)					
Years(s)	BA	BA+15	BA+36/MA	MA+15	MA+36/SPEC
1	\$33,995	\$34,847	\$37,111	\$38,316	\$39,467
2	\$35,525	\$36,414	\$38,781	\$40,041	\$41,242
3	\$37,123	\$38,053	\$40,526	\$41,843	\$43,098
4	\$38,981	\$39,955	\$42,553	\$43,936	\$45,253
5	\$40,929	\$41,953	\$44,681	\$46,132	\$47,517
6	\$42,975	\$44,051	\$46,915	\$48,438	\$49,892
7	\$44,909	\$46,033	\$49,025	\$50,618	\$52,137
8	\$46,931	\$48,105	\$52,072	\$53,766	\$55,378
9	\$49,277	\$50,509	\$56,444	\$58,279	\$60,028
10	\$52,235	\$53,540	\$58,224	\$60,116	\$61,921
11	\$56,674	\$58,092	\$61,867	\$63,877	\$65,974
12	\$58,942	\$60,414	\$64,341	\$66,433	\$68,426

Members shall not advance steps from the previous year. Lane advancements will be honored.

2013-2014 Schedule A					
Final Salary: 0.5% Reduction³ and 3-days off calendar (2 Instructional & 1 Orientation)					
Years(s)	BA	BA+15	BA+36/MA	MA+15	MA+36/SPEC
1	\$34,167	\$34,167	\$37,298	\$38,510	\$39,666
2	\$35,705	\$36,597	\$38,977	\$40,243	\$41,450
3	\$37,311	\$38,245	\$40,731	\$42,054	\$43,316
4	\$39,178	\$40,156	\$42,768	\$44,158	\$45,482
5	\$41,136	\$42,165	\$44,906	\$46,365	\$47,756
6	\$43,192	\$44,273	\$47,152	\$48,682	\$50,144
7	\$45,136	\$42,266	\$49,273	\$50,874	\$52,401
8	\$47,168	\$48,348	\$52,335	\$54,037	\$55,658
9	\$49,256	\$50,764	\$56,729	\$58,573	\$60,331
10	\$52,499	\$53,810	\$58,518	\$60,420	\$62,234
11	\$56,960	\$58,385	\$62,180	\$64,200	\$66,126
12	\$59,240	\$60,719	\$64,666	\$66,768	\$68,772

Members will advance ¼ of a step. Lane advancements will be honored.

² 1% reduction from 2009-2010 Schedule A plus adjustment for less instructional days where applicable.

³ 0.5% reduction from 2009-2010 Schedule A plus adjustment for less instructional days where applicable.

2014-2015 Schedule A					
Final Salary: 0.25% Reduction⁴ and 3-days off calendar (2 Instructional & 1 Orientation)					
Years(s)	BA	BA+15	BA+36/MA	MA+15	MA+36/SPEC
1	\$34,253	\$35,111	\$37,392	\$38,607	\$39,766
2	\$35,795	\$36,689	\$39,075	\$40,345	\$41,554
3	\$37,405	\$38,341	\$40,833	\$42,160	\$43,425
4	\$39,276	\$40,257	\$42,875	\$44,268	\$45,596
5	\$41,239	\$42,271	\$45,019	\$46,481	\$47,876
6	\$43,301	\$44,384	\$47,270	\$48,805	\$50,270
7	\$45,250	\$46,382	\$49,396	\$51,002	\$52,532
8	\$47,287	\$48,469	\$52,467	\$54,173	\$55,798
9	\$49,651	\$50,892	\$56,871	\$58,720	\$60,482
10	\$52,631	\$53,945	\$58,665	\$60,572	\$62,390
11	\$57,103	\$58,532	\$62,336	\$64,361	\$66,292
12	\$59,388	\$60,872	\$64,828	\$66,936	\$68,945

Members will advance an additional ½ step from the previous year. Lane advancements will be honored.

2015-2016 Schedule A					
Final Salary: 2-days off calendar (1 Instructional & 1 Orientation)					
Years(s)	BA	BA+15	BA+36/MA	MA+15	MA+36/SPEC
1	\$34,529	\$35,393	\$37,693	\$38,917	\$40,086
2	\$36,082	\$36,985	\$39,389	\$40,669	\$41,889
3	\$37,706	\$38,649	\$41,162	\$42,499	\$43,774
4	\$39,592	\$40,581	\$43,220	\$44,625	\$45,963
5	\$41,571	\$42,611	\$45,381	\$46,855	\$48,262
6	\$43,649	\$44,741	\$47,650	\$49,197	\$50,674
7	\$45,614	\$46,755	\$49,794	\$51,412	\$52,955
8	\$47,667	\$48,859	\$52,889	\$54,609	\$56,247
9	\$50,050	\$51,301	\$57,329	\$59,193	\$60,969
10	\$53,054	\$54,379	\$59,137	\$61,059	\$62,892
11	\$57,562	\$59,003	\$62,837	\$64,879	\$66,826
12	\$59,866	\$61,362	\$65,350	\$67,475	\$69,499

Members will advance an additional ¼ step from the previous year. Lane changes will be honored. Additionally, if the District has a 2014-2015 audited general fund equity of \$300,000, eligible BEA members shall receive an additional ½ step increase related to their years of

⁴ 0.25% reduction from 2009-10 Schedule A plus adjustment for less instructional days where applicable.

experience for the 2015-2016 school year. If the District has an audited general fund equity of \$600,000 or greater, eligible BEA members shall receive an additional full step related to years of experience for the 2015-2016 school year. If the above financial items are met and BEA members receive an additional ½ or full step, the BEA members shall be compensated over the remainder of the 2015-2016 school year. This provision will only go into effect and be applicable if the financial increases do not cause the District to revert to a deficit for the 2015-2016 school year.

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EXTRA DUTY SCHEDULE B 2010-2015

Tier 1 Sports:	Boys' Basketball	1 HC, 2 HS asst., 4 JHS asst.*
	Girls' Basketball	1 HC, 2 HS asst., 4 JHS asst.*
	Volleyball	1 HC, 2 HS asst., 2 JHS asst.
	Wrestling	1 HC, 3 HS asst., 2 JHS asst.

	<u>2010-2011 & 2011-2012</u>		<u>2012-12/31/2015 (10% Reduction)</u>
Head Coach	\$6,250	4	\$5,625
HS Asst.	\$4,805	9	\$4,325
JHS Asst.	\$3,675	4	\$3,308
JHS Asst.*	\$2,610	8	\$2,349

Tier 2 Sports:	Football	1 HC, 7 HS asst., 4 JHS asst.*
	Baseball	1 HC, 2 HS asst.
	Softball	1 HC, 2 HS asst., 2 JHS asst.**
	Boys' Track	1 HC, 3 HS asst., 1 JHS asst.*
	Girls' Track	1 HC, 3 HS asst., 1 JHS asst.*
	Roving Track	1 HS asst.

	<u>2010-2011 & 2011-2012</u>		<u>2012-12/31/2015 (10% Reduction)</u>
Head Coach	\$4,805	5	\$4,325
HS Asst.	\$3,675	18	\$3,308
JHS Asst.*	\$2,610	6	\$2,349
JHS Asst.**	\$1,615	2	\$1,454

Tier 3 Sports:	Competitive Cheer	1 HC, 1 HS asst.
	Sideline Cheer Fall	1 HC, 1 HS asst.
	Girls' Swimming	1 HC
	Boys' Cross Country	1 HC, 0.5 JHS asst.**
	Girls' Cross Country	1 HC, 0.5 JHS asst.**
	Boys' Tennis	1 HC, 1 HS asst.
	Girls' Tennis	1 HC, 1 HS asst.
	Boys' Golf	1 HC
	Girls' Golf	1 HC
	Boys' Soccer	1 HC, 1 HS asst.
	Girls' Soccer	1 HC, 1 HS asst.

	<u>2010-2011 & 2011-2012</u>		<u>2012-12/31/2015 (10% Reduction)</u>
Head Coach	\$3,675	11	\$3,308
HS Asst.	\$2,610	6	\$2,349
JHS Asst.	\$2,160	1	\$1,944

Other Positions: JHS Equip Manager \$2,755

NOTE: Tier 3 is now complete. New monies will provide a negotiated percentage increase at each level of each tier.

NOTE: Hockey is self-funded. The recommendation would be to have hockey follow the tier 3 pay scale.

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 Schools. 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.

	2010-11	2011-2012	2012-2013	2013-2014	2014-2015
			(5.0%)	2.5%	2.5%
1 - 2 years:	None	None	None	None	None
3 – 4 years	\$226	\$226	\$215	\$220	\$226
5 – 6 years:	\$422	\$422	\$401	\$411	\$422
7 or more:	\$618	\$618	\$587	\$603	\$618

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

The District shall not require that Extra Duty Schedule B-1 club advisors re-align their club names and program with District or State Curriculum.

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 Human Resources at least three (3) weeks prior to the musical performance.

2010-2011 & 2011-2012
\$52.51

2012-12/31/2015 (10% Reduction)
\$47.26

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.

2010-2011 & 2011-2012
\$87.16

2012-12/31/2015 (10% Reduction)
\$78.44

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:

	<u>2010-2011 & 2011-2012</u>	<u>2012-12/31/2015 (10% Reduction)</u>
Chairperson:	\$1,500 per year	\$1,350 per year
Committee member:	\$559 per year	\$503 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:

	<u>2010-2011 & 2011-2012</u>	<u>2012-12/31/2015 (10% Reduction)</u>
The first twenty hours: One (1) through twenty (20) hours of training	\$216 stipend	\$194 stipend
The second ten hours: Twenty-one (21) through thirty (30) hours of training	\$120 stipend	\$108 stipend
The third ten hours: Thirty-one (31) through forty (40) hours of training	\$131 stipend	\$118 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)

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EXTRA DUTY SCHEDULE B-1

<u>LOC</u>	<u>EXTRA DUTY DESCRIPTION</u>	<u>NUMBER</u>	<u>2011-12</u>	<u>2012-13 to 2014-15</u>
SHS	After School Music Assoc Director	1	\$4,950.00	\$4,455.00
SHS	After School Music Assistant	3	\$1,551.00	\$1,395.90
SHS	After School Music Director	1	\$6,428.00	\$5,785.20
SHS	Auditorium Manager	1	\$1,408.00	\$1,267.20
SHS	Before School Asst. Band Director (max. 2 weeks)	2	\$281.00	\$252.90
SHS	Before School Band Director (max 2 weeks)	1	\$374.00	\$336.60
SHS	Broadcast Journalism Advisors	2	\$999.00	\$899.10
SHS	Business Professionals of America	1	\$665.00	\$598.50
SHS	Class Advisors - Freshman	2	\$231.00	\$207.90
SHS	Class Advisors - Juniors	2	\$499.00	\$449.10
SHS	Class Advisors - Seniors	2	\$754.00	\$678.60
SHS	Class Advisors - Sophomores	2	\$253.00	\$227.70
SHS	Club Advisors	24	\$251.00	\$225.90
JHS	Club Advisors	19	\$251.00	\$225.90
SHS	Debate Coach	1	\$1,502.00	\$1,351.80
SHS	DECA	1	\$665.00	\$598.50
SHS	Driver's Training teacher (Hourly Rate)		\$25.05	\$22.55
ELE	Elementary Camp Participation		\$87.16	\$78.44
ELE	Elementary Music Performance		\$52.51	\$47.26
ELE	Elementary Science Kit Stipend		\$538.00	\$484.20
ELE	Elementary Summer School Bldg Dir - Math	4	\$362.00	\$325.80
ELE	Elementary Summer School Bldg Dir - Reading	4	\$362.00	\$325.80
SHS	Family Career & Community Leaders of Am. FCCLA	1	\$662.00	\$595.80
SHS	GAA Advisor	1	\$1,502.00	\$1,351.80
SHS	Inter-Mural Manager	1	\$3,010.00	\$2,709.00
JHS	Music Festival Coordinator	1	\$356.00	\$320.40
SHS	National Honor Society	1	\$665.00	\$598.50
JHS	National Junior Honor Society	1	\$665.00	\$598.50
SHS	Newspaper Advisor	1	\$999.00	\$899.10
JHS	Newspaper Advisor	1	\$999.00	\$899.10
ELE	Parking Lot Supervisor	4	\$500.00	\$450.00
SHS	Parking Lot Supervisor	1	\$1,500.00	\$1,350.00
JHS	Parking Lot Supervisor	1	\$1,500.00	\$1,350.00

EXTRA DUTY SCHEDULE B-1

SHS	Pep Band Director (average 1/3 total hours/time of Music Director)	1	\$2,142.67	\$1,928.40
JHS	Play Director (Limit of 4 Productions)	1	\$1,039.00	\$935.10
SHS	Play Director Assistant (1 stipend per person per production)	3	\$1,072.00	\$964.80
SHS	Play Director/Showcase/Musical (limit of 3; 1 stipend per production)	1	\$2,142.00	\$1,927.80
DIS	Robotics Club District Coordinator	1	\$969.00	\$872.10
ELE	Robotics Club Elementary Coordinator (1 for each building)	3	\$765.00	\$688.50
SHS	Robotics 2nd Assistant	1	\$306.00	\$275.40
JHS	Robotics Club Junior High Coordinator (1 for 6th, 1 for 7-8)	2	\$765.00	\$688.50
SHS	Robotics Club Senior High Assistant Coach	1	\$765.00	\$688.50
SHS	Robotics Club Senior High Coach	1	\$1,071.00	\$963.90
SHS	Ski Club Advisors	2	\$499.00	\$449.10
SHS	Soiree Singers Director	1	\$1,551.00	\$1,395.90
SHS	String's Coordinator	1	\$356.00	\$320.40
ELE	Student Council	4	\$251.00	\$225.90
JHS	Student Council Advisor	1	\$665.00	\$598.50
SHS	Student Council and Inter Club Council	1	\$1,200.00	\$1,080.00
SHS	Swim Coach Instructor	1	\$969.00	\$872.10
ELE	Web Master	4	\$542.00	\$487.80
JHS/SHS	Web Master	2	\$542.00	\$487.80
SHS	Yearbook Advisor	1	\$999.00	\$899.10
JHS	Yearbook Advisor	1	\$999.00	\$899.10
			\$54,456.39	\$49,010.75

SCHEDULE C

Monroe Road Elementary is recognized as the school selected by Bedford Public Schools to implement the process referred to as RTI – Response to Intervention (or by any other name). No other school is authorized to administer this program at this time. It is also recognized that the supervision/direction of this program and BEA members participating in the program must be done by the Assistant Superintendent of Curriculum and Instruction and/or the Principal of Monroe Road Elementary. It is further understood that teachers will not be expected to be involved with the testing of children. Listed below are the components of RTI – for informational purposes only:

Essential Components of RTI:

RTI refers to a process which emphasizes how well students respond to changes in instruction. The essential elements of an RTI approach are: the provision of scientific, research-based instruction and interventions in general education; monitoring and measurement of student progress in response to the instruction and interventions; and use of these measures of student progress to shape instruction and make educational decisions. A number of leading national organizations and coalition groups, including the National Research Center on Learning Disabilities and the 14 organizations forming the 2004 Learning Disabilities (LD) Roundtable coalition, have outlined the core features of an RTI process as follows:

- High quality, research-based instruction and behavioral support in general education.
- Universal (school-wide or district-wide) screening of academics and behavior in order to determine which students need closer monitoring or additional interventions.
- Multiple tiers of increasingly intense scientific, research-based interventions that are matched to student need.
- Use of a collaborative approach by school staff for development, implementation, and monitoring of the intervention process.
- Continuous monitoring of student progress during the interventions, using objective information to determine if students are meeting goals.
- Follow-up measures providing information that the intervention was implemented as intended and with appropriate consistency.
- Documentation of parent involvement throughout the process.
- Documentation that the special education evaluation timelines specified in IDEA 2004 and in the state regulations are followed unless both the parents and the school team agree to an extension.

SCHEDULE D
BPS Elementary Check Out Process
End of Year Check Out

5/16/2012

Teacher's Name: _____ Date of Check Out: _____

Classroom and Surrounding Space:

- Student desks must be empty. Keep chairs on floor.
- Univent doors cannot be blocked (if applicable).
- All materials on top of moveable furniture must be removed.
- No live or dead animals may be left in the classroom and/or building.☺
- Lockers/cubbies are empty and open.
- All items taped/stapled in hallways removed. Staples removed also.
- List of needed repairs in the classroom has been entered in School Dude OR listed below.
- Back up your computer if there are materials you wish to retain.
- Computers are left uncovered.
- Map of room arrangement has been provided and taped to your classroom door.
- Put boxed materials on tables or desks. Nothing may be left directly on top of vents.
- Boxes appropriate size to be moved.
- All valuable personal belongings are taken home.

To the Office:

- Teaching supply requests for workroom items or outside vendors are submitted. Request forms must be filled out completely—**Totaled with shipping & handling cost included.**
- Print Shop orders submitted.
- Classroom/Common Keys. Returning room key # _____/Common key # _____.
- I am checking out key # _____ for the next school year.
- Two-way radio and charger # _____ marked with room number and any known problems.
- Any portable sound system/phonic ear or electronic devices return to office and remove batteries.
- Kindergarten teachers: Send electronic copy of report cards to office.

CA-60's Updated: To be performed by somebody other than a BEA member

- Attendance label placed on CA-60 insert.
- Promotion, retention or placement recorded.
- Test information: MEAP stickers and individual student reports placed in CA-60
MLPP tests placed in CA-60 folder
MLPP/Rigby and Star Growth Reports given to reading specialist
- Student record picture in place.

Other:

- Do you have adequate student texts for next year's anticipated class size? _____

Textbooks/Materials needed: _____

Summer Address & Phone: _____ _____ _____ _____ _____
--

Repair List: 1. _____ 2. _____ 3. _____
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SCHEDULE E

The following provisions only apply to members of the BEA which are not certificated teachers, as defined in the Michigan Teachers’ Tenure Act, being MCL 38.71 *et. seq.*

1. Public Act 103 of 2011 made specific items related to layoff and recall, discipline, assignment, evaluation, and merit pay prohibited subjects of bargaining for certified teachers and individuals whose employment is regulated by the Michigan Teachers’ Tenure Act, being 1937 (Ex Sess) PA 4, MCL 38.71 to 38.191.
2. There are members of the Association who are not certified teachers and whose employment is not governed by the Teachers’ Tenure Act.
3. Public Act 103 of 2011 did not limit the ability of those members who are not certified teachers and whose employment is not governed by the Teachers’ Tenure Act to bargain the items listed in Public Act 103 as prohibited subjects of bargaining.
4. As such, the Parties agree that the following provisions apply only to members of the Association which are not certified teachers and whose employment is not governed by the Teachers’ Tenure Act.

Pursuant to the above, the provisions which apply to members of the Association who are not certified teachers as defined by the Michigan Teachers’ Tenure Act are as follows:

.....

Article 5, Paragraph D shall read as follows:

Due to the mandates of State and Federal law and because 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 such assignments are made.**

Article 7, Paragraph B shall read as follows:

The Assistant Superintendent of Instruction 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 **\$50.00 per meeting 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.)**

Article 8, Paragraph B shall read as follows:

A BEA member not subject to the Tenure Act 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 employee not subject to the Tenure Act 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 ensure that individuals assigned to positions in vocational areas possess the appropriate qualifications, as developed by law and regulations related to those areas. The District shall post, both internally and, if applicable, externally, for a teacher for said position(s) and shall provide evidence of same to the BEA.

Article 8, Paragraph C shall read as follows:

Since pupils are entitled to be taught by individuals who are working within their areas of competence, BEA members not subject to the Tenure Act 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.

Article 8, Paragraph D shall read as follows:

It is incumbent that, in compliance with the regulations of the Highly Qualified Statute of the Federal No Child Left Behind Act and State Law, all Bedford Public Schools instructors must be highly qualified in the area in which they teach, as required by law.

That a combination of administrators and lead teachers at the elementary level and a combination of administrators and NCA chairpersons at the secondary level, shall make available sign-in sheets, agendas, and minutes in order to facilitate the accumulation of SB-CEU's (SCECHS) for BEA members at the building level for the sole purpose of certification renewal, as provided in the guidelines issued by the Monroe County Intermediate School District.

The Assistant Superintendent of Instruction will facilitate the accumulation of same for District-level work or committee chairmen, as provided in the guidelines issued by the Monroe County Intermediate School District.

That all such documentation will be tendered to the SB-CEU (SCECHS) sponsor at said ISD, or as otherwise applicable. District Administration shall maintain and make available appropriate records for teachers who earn SB-CEU (SCECHS) credits (or any other name used by the State of Michigan or Department of Education regarding continuing education credits). Such records shall be submitted in a timely manner by the District. If teachers become responsible for

submitting their own SB-CEU (SCECHS) credits (or any other continuing education credits), District Administration will continue to maintain appropriate records for teachers who accumulate such credits; however, it shall be the responsibility of the individual teacher to make sure that such credits are properly submitted.

Article 8, Paragraph E shall read as follows:

Teachers who will be affected by changes in grade/subject 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. Notices for teachers affected at the elementary schools will include the building(s); subject(s) and grade level(s). Notices to teachers affected at the secondary schools will include building(s); and subjects(s) for each semester, or as applicable based on duration of the courses. The District reserves the right to change assignments after June 1 pursuant to its Board Policies and its Administrative Regulations which are readily available and current on the District's website.

The Parties recognize that it is educationally sound to have students assigned to the same teacher for year-long courses. Therefore, the District will make efforts to assign students to the same teacher for the entire school year. However, the Parties recognize there are circumstances when a student cannot be assigned to the same teacher, and that the District reserves its rights pursuant to Article 3 of this Agreement to, in its sole discretion, direct the students and workforce of the District.

E1, 2, & 3 – CCL

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.

After June 1 (first), in the event a change in assignment is warranted based on a change in student population, BEA members not subject to the Tenure Act will be consulted verbally and in writing. In case of a change in assignments, principals will first seek volunteers from the existing staff in the building. If there are no volunteers, building administrators shall then make the assignment in reverse seniority, with the least senior teacher, district-wide within the building, making the change, based upon highly qualified status and pursuant to the needs of the master schedule.

Article 9, Paragraph A shall read as follows:

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. The posting shall be sent by school e-mail to all Association members during the academic year, and hard copies shall be sent to all Association members during the summer or when school is not in session. Laid-off Association members shall be treated as internal candidates for purposes of this Article. As such, laid-off Association members shall be informed of any vacancies and postings as well to the same extent and degree as all other internal candidates would be.

Postings will be numbered in sequential order by academic year and be posted on one-side of the paper and be clearly visible to BEA members. In the event no qualified internal candidates apply, then the position shall be promptly posted externally, minimally, at the MIREAP employment website. Postings This notice will be publicized on the BPS website and any other employment advertisement mechanism; emailed to every BEA member and all building principals., 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 mailed pre-paid first class to the employee's address on file with the Office of Human Resources and Labor Relations. Employees are responsible for maintaining up-to-date information concerning their mailing address. 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 BEA members not subject to the Tenure Act 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. The BEA's signature is only indicative of knowledge of the 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.

Article 9, Paragraph B shall read as follows:

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. The BEA shall be sent copies of posting for vacancies in administrative positions, including administrative central positions. 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.

The Parties agree there are circumstances where it is advantageous to post for an acting administrator, if the Board so chooses, and to appoint an Association Member for the duration of at least two weeks and up to a semester. In the event District Administration determines that the position is to be posted, the Association President will be consulted as to the reason for the absence and the expected duration of the appointment. During the time of the appointment, the “acting administrator” will remain an Association Member. During this period of time, a substitute teacher may be employed for any portion of the teaching assignment relinquished by the Association Member. Such substitute classroom duties include preparation of lesson plans, grades, and parent-teacher conferences. Said substitute shall be compensated by a private substitute company, such as PCMI, or if employed by the District, at the Board established substitute rate. Substitutes are not part of the Association.

Article 9, Paragraph C shall read as follows:

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. The District shall review transfer requests to determine the feasibility of the transfer. 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. Individuals awarded positions pursuant to this Paragraph shall receive letters which state, “pursuant to an open vacancy.”

The Association President shall receive notification of transfer requests upon receipt of the transfer request by the District.

Article 9, Paragraph D shall read as follows:

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.

Article 9, Paragraph E shall read as follows:

Consideration should be given by building administrators to maintain the integrity of team teaching situations.

Article 9, Paragraph G shall read as follows:

In the event an individual from outside the system is contracted to fill a newly created or vacated position after the school year has started and a BEA member not subject to the Tenure Act from this system has applied for the position, it is understood that the newly hired individual'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.

Article 9, Paragraph I shall read as follows:

In filling all vacant summer school positions which are not subject to the Tenure Act, the District will follow a hierarchy by affording preference to: (a) District employees who taught during the previous summer and who are properly certified BEA members. (b) Building BEA members that are properly certified. (c) District-wide BEA members that are properly certified. (d) Any properly certified outside candidate.

Article 11, Paragraph B shall read as follows:

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.

Article 12, Paragraph F shall read as follows:

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 a BEA member not subject to the Tenure Act from lay-off if the Member's seniority date is included in those seniority dates affected by lay-off.

Article 12, Paragraph K shall read as follows:

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 a BEA member not subject to the Tenure Act from lay-off if the Member's seniority date is included in those seniority dates affected by lay-off.

Article 15, Paragraph C shall read as follows:

No BEA member who is not subject to the Tenure Act shall be disciplined, reprimanded, reduced in compensation, or deprived of an professional advantage without just cause. Adverse evaluation of BEA Members not subject to the Tenure Act 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.

Article 15, Paragraph D shall read as follows:

BEA members not subject to the Tenure Act 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 BEA Members not subject to the Tenure Act shall be evaluated in writing. Evaluations of BEA members not subject to the Tenure Act shall occur between the dates of September 15 and May 15 of the school year.

Evaluations for BEA Members not subject to the Tenure Act 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 BEA Members' performance appraisal form is proposed. Evaluations shall only be conducted by individuals qualified to perform evaluations of teachers pursuant to the Michigan Revised School Code and the Michigan Teachers' Tenure Act.

Article 15, Paragraph F shall read as follows:

Upon mutual agreement, the building administrator and the BEA Member not subject to the Tenure Act shall develop an IDP (Individual Development Plan) to meet state and District mandates prior to January 15th of the Member's second year. The IDP shall be reviewed with the Member by March 30. (The Member shall, upon commencement of employment, be provided with copies of said mandates, and shall yearly be furnished copies of any changes thereto.) The

BEA Member shall have the right to have a BEA representative review said plan without fear of repercussion.

Article 17, Paragraph A –D shall read as follows:

- 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, shall be notified in writing by May 20th (twentieth) of the current school year. The BEA president, by May 1st (first), will be notified in writing regarding prospective layoff of personnel and will be updated, if applicable, regarding personnel to be prospectively laid off, in writing, no later than May 15th (fifteenth).

BEA Members not subject to the Tenure Act who are pink-slipped, but are not being laid off due to BEA members with less seniority not possessing the needed certifications and/or skills will be given a letter so stating within five (5) business days.

Teachers who are being pink-slipped and whose highly qualified status will be changed by the beginning of the next academic year shall be obliged to notify the Assistant Superintendent of Human Resources in writing by the end of the third (3rd) business day from the date of lay-off notice. The District shall furnish a copy of same to the BEA president.

In the event of a lay-off, teachers who are on an approved leave of absence shall be subject to the provisions of Article 17 (seventeen) of the Bedford Education Association Master Agreement.

- C. BEA Members not subject to the Tenure Act 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 BEA Members not subject to the Tenure Act 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.

Pursuant to Article 9A, laid-off Association members are considered internal candidates, and have not abrogated their status as employees of the Board.

- D. BEA Members not subject to the Tenure Act 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 Members are qualified to fill.

Article 18, Paragraph B shall read as follows:

No bargaining unit member who is not subject to the Tenure Act 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.

Article 18, Paragraph D shall read as follows:

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.

Article 18, Paragraph F shall read as follows:


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 24, Paragraph H shall read as follows:


If any BEA Member not subject to the Tenure Act 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, or otherwise be made whole. 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.

The Bedford Board of Education approved the contract on March 25, 2013 at 10:00 p.m.


SIGNATURES


Colleen Jan
President, Bedford Education Association

July 23, 2013
Date


Michael J. Smith
President, Bedford Board of Education

7/25/13
Date


Howard Schwager
Director of HR/LR and Chief Negotiator for
Bedford Public Schools

July 23, 2013
Date