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**BEDFORD
EDUCATION
ASSOCIATION
(BEA)**

**1998-2001
MASTER AGREEMENT**

**Bedford Public Schools
Temperance, MI 48182**

Bedford Public Schools

**BEDFORD EDUCATION ASSOCIATION
MASTER AGREEMENT
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AGREEMENT

This agreement entered into this first day of July, 1998, by and between the Board of Education of the Bedford Public Schools, Monroe County, Michigan, hereinafter called the "Board" and the Bedford Education Association, hereinafter called the "Association".

WITNESSETH

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

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

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

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

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

ARTICLE 1 - RECOGNITION

- A. The Board hereby recognizes the Association as the exclusive and sole bargaining representative for all certificated and professional personnel as follows: all teachers, counselors, librarians, nurses, elementary home/school coordinators, 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.

ARTICLE 2 - ASSOCIATION'S AND TEACHERS' RIGHTS

- A. Pursuant to the Michigan Public Employment Relations Act, the Board hereby agrees that every employee of the Board, as defined in Article 1, Section A, shall have the right to freely organize, join, and support the Association for the purpose of engaging in collective bargaining or negotiation and other concerted activities for mutual aid and protection. The Board undertakes and agrees that it will not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment, because of his participation in any activities of the Association or collective professional negotiations with the Board, or his institution of any grievance, complaint, or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

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

- C. The Association and its members shall have the right to use school buildings for meetings, subject to the policies of the Board.
- D. Duly authorized representatives of the Association and their respective affiliates shall be permitted to transact official Association business on school property, provided this shall not interfere with or interrupt normal school operations in the opinion of the building principal.
- E. The President and the Bedford Education Association shall be provided a location that allows room 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. The representatives of the Association and the Administration, upon mutual consent, will meet to discuss matters of mutual concern.
- K. The Board shall give the Association an opportunity to speak to the Board at all regular and special Board meetings on educational planning. The Association President will be notified of all regular and special Board meetings. The tentative agenda for the Board meetings will be sent to the Association President at the same time as delivered to Board members.
- 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 shall be granted to the Association to use at the discretion of the Association for Association business. The Assistant Superintendent of Program and Personnel Administration shall be notified in writing by the Association three (3) days in advance. Unused days may be accumulated to a total of ten (10) days.
- 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."

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. Such authorization shall continue in effect unless, subsequent to June 1 (first) and prior to September 15 (fifteenth) of any year, such authorization is formally revoked by the teacher in writing.
- B. The deduction of membership dues shall be made from each regular paycheck for ten (10) months, beginning in September and ending in June of each year. The Board agrees to remit promptly to the respective Association all money so deducted, accompanied by a list of teachers from whom deductions have been made.
- C. Any teacher who is not a member of the Association in good standing or who does not make application for membership within thirty (30) days from the date of commencement of teaching duties shall, as a condition of employment, pay to the Association an amount equal to membership dues for the Association, the National Education Association, and the Michigan Education Association. The teacher may authorize payment by payroll deduction or may pay the Association directly. If the teacher does not authorize payroll deduction or make payment directly to the Association, the Board shall notify such teacher of termination of his employment ten (10) school days hence unless he complies with the terms of this Article. The parties expressly recognize that the failure of any teacher to comply with the provisions of this Article is just and reasonable cause for discharge from employment.
1. The Association will save the Board harmless from any and all costs including witnesses' and attorney fees or other incidental costs of defense or any liability resulting from the defense of any action claimed or otherwise for which the Board may be liable by virtue of enforcing the provision of this Article. It is expressly understood that the selection of attorneys will be made by the Association.
- D. The Association shall provide the personnel 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 dismissal bell, except on Fridays or the days preceding holidays or vacations when the teachers' day shall end right after the busses leave. Staff and in-service meetings are not limited by this section.

- 1. The School District may schedule the start of classes thirty (30) minutes before or after an elementary starting time of 8:40 a.m. and a secondary starting time of 7:30 a.m.. Any other starting time for an elementary or secondary school shall require negotiations with the Association. This provision will not have the effect of lengthening the school day.
- B. All teachers shall be entitled to a thirty (30) minute, duty-free, uninterrupted lunch period.
- C. The normal weekly teaching load in the Senior High School and the Junior High School will be twenty-five (25) teaching periods, five (5) homeroom periods, and five (5) unassigned preparation periods. Teaching periods shall not exceed fifty-five (55) minutes. Homeroom periods shall not exceed thirty (30) minutes. One period may contain an additional five (5) minutes to conduct school business.
 - 1. From starting time to dismissal time, the elementary teachers shall not have more than five and one-half (5 1/2) hours of teaching time per day.
- D. Elementary teachers may use for preparation all time during which their classes are receiving instruction from various teaching specialists.
- E. Teachers of music, art, the laboratory sciences, librarians, speech therapists, reading/curriculum consultants, visiting teachers, counselors, and all special education teachers shall be provided with relief and preparation time to the same extent as other teachers in their buildings. The District shall attempt to schedule such relief time in blocks of not less than thirty (30) minutes. Being replaced by a specialist teacher, such as a teacher of music, art, or physical education, shall not constitute preparation time as defined by this Article.
- F. If a teacher shall substitute during his preparation period, or teaches summer school, and those counselors who are assigned guidance and counseling scheduling services between the end of the student year and prior to the beginning of the next student year.

1998-99	1999-2000	2000-2001
2.50%	2.50%	2.50%
\$ 20.40	\$ 20.91	\$ 21.43

- G. 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). The teacher shall be paid at the rate of :

1998-99	1999-2000	2000-2001
2.50%	2.50%	2.50%
\$ 20.03	\$ 20.53	\$ 21.04

per hour in addition to his base salary or given equivalent released time for all time spent after the regular school day, when ordered in writing by the Board, for the following activities: parent-teacher conferences, PTA meetings, supervision of extra-curricular activities of students, teachers' meetings extending more than one (1) hour 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.

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:
1. Enrollment in the elementary grades shall be established at a pupil-teacher ratio of thirty (30) to one (1) with a maximum deviation of two (2) pupils permitted. In the event it becomes necessary to establish combination classes, the assigned students shall be determined by a committee composed of administrators, specialists, and the involved classroom teachers. Pupil-teacher ratio in the combination classes shall not exceed thirty (30) to one (1).
 2. The maximum classload in the Intermediate and Junior High School shall follow the North Central Accreditation standards for Junior High Schools where possible. The maximum classload in the Senior High School shall follow the North Central Accreditation standards for Senior High Schools where possible.
 3. Special Education --special classes for handicapped or mentally retarded:
Optimum: Ten (10) students Maximum: Fifteen (15) students
 4. Bedford elementary students who have been identified and placed in the Resource Room through an IEPC (Individual Educational Placement Committee), and who are in a regular classroom for at least fifty percent (50%) of the day, shall be counted as two (2) for one (1) for regular class size purposes. This does not include speech therapy students. Should the pupil-teacher ratio equivalency exceed thirty-two (32) students to one (1) due to these students, then for each equivalency over thirty-two (32), the homeroom teacher shall receive fifty dollars (\$50) per semester. This shall be calculated for the first semester on the first day of the second marking period, and for the second semester on the first day of the fourth marking period.
- B. The Board recognizes that appropriate texts, library reference facilities, maps and globes, laboratory equipment, audio-visual equipment, art supplies, physical education equipment, current periodicals, standard tests, and similar materials are the tools of the teaching profession. The Board's representatives will confer from time to time for the purpose of improving the selection and use of such educational tools, and the Board undertakes to implement promptly all joint decisions made by its representatives and the Association.
- C. The Board agrees to make available in each school adequate typing and duplication facilities to aid teachers in the preparation of instructional materials.

- D. The Board shall provide:
1. a separate desk for each teacher in the District with lockable drawer space,
 2. suitable closet space for each teacher to store clothing and personal articles,
 3. an appropriate dictionary in every classroom,
 4. adequate storage space in each classroom for instructional materials,
 5. adequate attendance books, paper, pencils, pens, chalk, erasers, and other such materials required in daily teaching responsibility,
 6. playground supervisors during the pupils' lunch period recess,
 7. upon application by the teachers, such protective clothing as is required by the teaching assignment; proper laundering service for all of said items shall be provided without charge to the teacher, and
 8. a program for attendance summaries and collection of money other than by teachers; this will include, but not be limited to, milk, pictures, and book money; and fourth (4th) Friday initial enrollment forms.
- E. The Board shall make available in each school adequate lunchroom, restroom, and lavatory facilities exclusively for adult use, and at least one (1) room, appropriately furnished, which shall be reserved for use as a faculty workroom.
- F. Telephone facilities shall be made available to teachers for their reasonable use.
- G. Teachers shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety, or well being.
- H. Busses shall be made available to the teachers, subject to the approval of the principal, for field trips, inter-school programs, and other education activities.
- I. With regard to teachers who are required to travel from building to building as part of their teaching responsibilities, the Board agrees to schedule the aforementioned to provide for a reasonable amount of time to meet their responsibilities. No teacher shall be expected to use his lunch time, conference time, or preparation time in order to fulfill travel requirements.
- J. Smoking or the chewing of a tobacco product on Bedford Public School property, and/or in Bedford Public School vehicles, on a structure or real estate owned, leased, or otherwise controlled by the Bedford District, shall not be permitted at any time.

ARTICLE 7 - CHAIRPERSONS AND CURRICULUM COORDINATORS

- A. Each building shall have a chairperson (or co-chair, jointly approved by the building principal and the Assistant Superintendent of Instructional and Student Services), in the following subject areas: English, Social Studies, Mathematics, Science, and Computer Technology. 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, and Drivers' Education. Each of these chairpersons shall be paid:

1. Elementary School Lead Teachers shall be paid the chairperson stipend.

1998-99	1999-2000	2000-2001
2.50%	2.50%	2.50%
\$ 1,123	\$ 1,151	\$ 1,180

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

1998-99	1999-2000	2000-2001
2.50%	2.50%	2.50%
\$ 282	\$ 289	\$ 296

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

1. The Curriculum Council and the Assistant Superintendent of Instructional and Student Services shall develop measurable objectives to be used as a basis for the disbursement of merit pay.
 2. The Curriculum Council, the Assistant Superintendent of Instructional and Student Services, and the building principals shall write a job description for the position of chairperson.
- C. Chairpersons and Curriculum Coordinators shall be given released time at the discretion of the Assistant Superintendent of Instructional and Student Services for meetings and assignments.

ARTICLE 8 - QUALIFICATIONS AND ASSIGNMENTS

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

Said temporary teacher shall be reimbursed at the rate of a non-degree teacher and shall not be considered a member of the bargaining unit.
- B. A teacher entering the vocational area without a bachelor's degree must have at least seven (7) years' experience on the job or a combination of work and college totaling seven (7) years. The year prior to his entering the system must have been spent in his vocational area, a closely related area, or an accredited school for vocational certification. On or after July 1, 1971, any vocational teacher who is hired and who does not possess a bachelor's degree from an accredited college or university shall begin working on a degree program in an accredited college or university.

C. Since pupils are entitled to be taught by teachers who are working within their areas of competence, teachers shall not be assigned, except temporarily and for good cause, outside the scope of their certification and qualification as defined below, and with the approval of the teacher in each instance.

D. Teacher Qualifications

1. For a teacher hired after July 1, 1986, the following shall apply:

a. A teacher must have a State of Michigan recognized certificate endorsement of a major or minor to teach any subject in grades seven (7) or eight (8), or to teach Art, Music, or Physical Education at the elementary level.

2. For teachers hired prior to July 1, 1986, the following shall apply:

a. A teacher must have a State of Michigan recognized certificate endorsement of a major or a minor to teach any subject in grades seven (7) or eight (8), or to teach Art, Music, or Physical Education at the elementary level.

OR

b. A teacher must complete the equivalent of six (6) semester hours of credit courses in the subject area.

1. The cost of tuition and fees for the six (6) semester hours will be borne by the Board, not to exceed eighty dollars (\$80) per semester hour.

2. Credits must be earned at the rate of three (3) credits per year after the teacher has been notified that the teacher's assignment to the specified position.

3. A teacher having experience (as of May, 1986) in an area but not having a major or minor in the area shall not be required to take the additional courses. Experience is defined as no less than five (5) sections in the subject area in the last four (4) years.

4. To be eligible for recall from lay-off to such a specialized assignment, a laid-off teacher must agree to enroll and complete the credit courses as described above. The cost of tuition and fees for such courses will be borne by the Board not to exceed eighty dollars (\$80) per semester hour.

E. Teachers who will be affected by changes in grade assignments in the elementary schools or subject assignments in the secondary schools shall be notified in writing for the coming year by June 1 (first): these assignments to be based on present student enrollment of that date.

1. Should a change in student population within an elementary building require reassignment after June 1 (first), no elementary teacher shall be required to move more than two (2) grade levels within that building.

2. Any changes in teacher assignments, resulting in a teacher(s) being transferred to other buildings, such assignments shall be made by mutual consent or system seniority in the building having to make the change(s).
 3. Any teacher assigned to the Open Door program from another building within the District shall be assigned by mutual consent, except in the case of lay-off conditions, at which time Article 17 (Lay-Off Procedure) of the Master Agreement will apply.
- F. Any assignments in addition to the normal teaching schedule during the regular school year shall not be obligatory but shall be with the consent of the teacher. Assignments will be given to the applicant most qualified as determined exclusively by the District Administration. Assignments related to this section include, but are not limited to, Adult Education courses, extra duties enumerated in Schedule B, and summer courses. All such assignments will be stated in writing.
- G. The administration will make every effort to fill a new experimental delivery system with a qualified tenured teacher.

ARTICLE 9 - VACANCIES, PROMOTIONS, AND TRANSFERS

- A. Whenever any vacancy in a position covered by the Agreement shall occur, the Assistant Superintendent of Program and Personnel Administration will give written notice of such vacancy to the Association, including a general statement of the qualifications required. This notice will be publicized in the Superintendent's bulletin or in a general bulletin, whichever is most expedient. No vacancies will be filled on a temporary basis, within five (5) school days during the school year from the date of distribution of the bulletin and within seven (7) calendar days of the notice of the Association during the non-school months.
- B. The Board declares its support of a policy of filling vacancies, in supervisory or administrative positions, from within its own teaching staff whenever possible. Vacancies shall be filled on the basis of experience, competency, qualifications of the applicant, and other relevant factors. Any teacher may apply for a vacancy.
- C. The Board recognizes that it is desirable in making assignments to consider the interests and aspirations of its teachers. Request by a teacher for a transfer to a different class, building, or position shall be made in writing, one (1) copy of which shall be filed with the Assistant Superintendent of Program and Personnel Administration 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 by the administration for the position. 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 personnel office.)
- D. Any teacher who shall be transferred to a supervisory or executive position and shall later return to a teacher status shall be entitled to retain all the accumulated benefits as he may have had under the Agreement prior to such transfer and while serving in a supervisory or executive position.
- E. 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 - B above.

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.
- B. Absence due to injury or illness incurred in the course of the teacher's employment shall not be charged against the teacher's sick leave days. The Board shall pay to such teacher the difference between his salary and the benefits received under the Michigan Workers' Compensation Act for the duration of such absence.
- C. Each teacher shall be entitled to one (1) day sick leave for each month of employment or major fraction thereof. The portion of each year's unused leave shall be carried over in future years. There shall be no limit to the number of sick leave days a teacher may accumulate.
- D. The Board reserves the right to require a doctor's certificate or other evidence of illness for a teacher's absence in excess of five (5) days. Requested examinations shall be at the Board's expense.
- E. Any teacher 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 teacher having perfect attendance for the entire year will receive a sum of one hundred fifty dollars (\$150). Any teacher having perfect attendance for the entire year will receive one (1) bonus day posted at the end of the school year.

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

ARTICLE 11 - SABBATICAL LEAVE

- A. Teachers who have been employed for seven (7) years may be granted a sabbatical leave for up to one (1) year. During said leave, the teacher shall be considered to be in the employ of the Board and shall be paid one-half (1/2) his annual salary and receive the same insurance protection as provided for a regular teacher.
- B. A teacher upon returning from a sabbatical leave shall be restored to his former position or to a position of like nature and status, and he shall be placed at the same position on

the salary schedule as he would have been had he taught in the District during such period.

- C. No more than two (2) teachers shall be on sabbatical leave at one (1) time.

ARTICLE 12 - LEAVE OF ABSENCE

A. Any teacher whose personal illness extends beyond the period compensated under Article 10 (Sick Leave) shall be granted a leave of absence without pay for the illness period. The Board may renew this leave at its option. Upon return from leave, a teacher shall be assigned to the same position, or a substantially equivalent position. Application of this policy shall be considered only at the beginning of each semester. Each teacher, while on leave of absence, shall receive no fringe benefits.

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

1. A maximum of five (5) days per school year for critical illnesses in the immediate family. Immediate family shall be interpreted as father, mother, husband, wife, child, sister, brother, father-in-law, mother-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandchild, grandparent, or a dependent of the immediate household residence.
2. A maximum of one (1) day per school year when an emergency illness in the family requires a teacher to make arrangements for necessary medical or nursing care.

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

1. A maximum of five (5) days for a death in the immediate family. Immediate family shall be interpreted as father, father-in-law, mother, mother-in-law, husband, wife, child, sister, brother, daughter-in-law, or son-in-law. A maximum of one (1) day for death of a grandparent, grandchild, niece, nephew, aunt, uncle, brother-in-law, sister-in-law, or legal guardian. If travel time is necessary, length of reasonable travel time allowed shall be determined by the Assistant Superintendent of Program and Personnel Administration.
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 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 shall give the teacher a reason for any day refused.

A teacher planning to use a personal day or days shall notify the Assistant Superintendent of Program and Personnel Administration on the proper form which has been approved by the administration and the Association. Notification shall be made 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.

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

3. A teacher called for jury duty or subpoenaed as a witness to give testimony before any judicial tribunal for any crime shall be compensated for the difference between his regular teaching pay and the gross amount received for the performance of such obligation. The teacher shall get a signed statement from the judicial clerk of courts stating dates served, name of defendant, nature of offense, and the total amount of compensation received. The above statement shall be presented to the Assistant Superintendent of Program and Personnel Administration.
 - a. A teacher called for National Guard 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 Program and Personnel Administration 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 Program and Personnel Administration.
 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 child care 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 child care leave will be granted without pay, without experience credit, without sick leave accumulation, and without insurance benefits. Upon return from maternity and/or child care leave, the teacher shall be restored to her same position on the salary schedule as when she left and be entitled to other accrued benefits prior to said leave.

- F. A teacher that is granted a discretionary leave for parental care shall continue to receive health insurance for the first thirty (30) calendar days of the leave. Provided the teacher returns within the thirty (30) days without receiving an extension, the teacher will return to the position held at the time the leave was granted. If the leave is extended beyond the thirty (30) days, the teacher will be entitled to fill the first available position for which the teacher is qualified and certified upon return to work. This Article does not protect the teacher from lay-off if the teacher's seniority date is included in those seniority dates affected by lay-off.
- G. Teachers who are officers of the state association or are appointed to its staff should, upon proper application, be given leave of absence without pay for the purpose of performing duties for any recognized education association with national affiliation. Teachers given leaves of absence for one (1) year without pay shall receive credit toward their salary increment on the schedule appropriate to their rank.
- H. Upon application, the Board shall grant a leave of absence without pay to any teacher to campaign for or to serve in a public office. Leave of absence granted under this section shall not be counted as time taught.
- I. Returning to work following a leave as defined in Section A, F, or G will be permitted only at the beginning of a semester. Return at the beginning of the second (2nd) semester shall be contingent on existing vacancies.
- J. A teacher shall be allowed up to three (3) days per year to be excused without pay from teaching duties for observance of religious holidays. A teacher planning to observe a religious holiday must give one (1) week notification to the personnel office in order to be excused for the day.
- K. A teacher may request a leave of absence, not to exceed one (1) year, that may be granted at the discretion of the School District. The teacher shall place the request in writing to the Assistant Superintendent of Program and Personnel Administration. 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.

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.
- B. Teachers resigning their positions after serving as teachers in the Bedford School System for ten (10) or more years will be paid twenty dollars (\$20) for each unused sick leave day not to exceed one hundred and forty (140) days of unused sick leave.
- C. Should the Board place a teacher on involuntary leave of absence for reasons of health, the teacher may elect to resign and receive payment for unused sick leave days due to him at his current daily rate of pay.

ARTICLE 14 - INSURANCE PROTECTION

- A. The Board shall offer MESSA Super Care I health insurance benefits and/or the Board shall provide a level of health insurance benefits equal to the benefits specified in MESSA Super Care I Certificate of Benefits.
- B. The employee may choose MESSA Super Care I or the alternative coverage offered by the Board.
 - 1. It is recognized that the Board has the option of selecting an alternative method of delivering health insurance benefits equal to those benefits specified in MESSA's Certificate of Benefits. The School District reserves the sole right to select the alternative carrier or, if self insurance, the administrative service organization. If the Board offers an alternative carrier or self insurance, the employee shall continue to be responsible for any deduction or co-pay specified in the insurance plan.
- C. Beginning September 1986, the Board will pay one hundred percent (100%) of the premium for full family, self and spouse, or self and children Super Med II coverage through June 30, 1989. The Board will pay fifty percent (50%) of any increase in premium after July 1, 1989, for Super Med II for full family, self and spouse, or self and children coverage. Premium increases for single coverage under Super Med II plan will continue at one hundred percent (100%).
- D. Dental - the Board will pay a maximum of thirty-eight dollars (\$38) per employee per month for dental coverage. Said coverage to be selected by the Association.
- E. The Board will provide vision insurance coverage beginning in the 1998-99 contract year. The Board shall select vision benefits comparable to MESSA-VSP1.
- F. Employees not choosing to take MESSA Super Care I coverage may take an option which includes the following:
 - 1. MESSA's Dental Care Plan (Delta Dental 0001), including family, and MESSA's family Vision Care Plan (VSP 2). The Board will pay the premiums for the Dental Care and Vision Care Plan.

2. The Board shall provide term life insurance in the maximum amount of five thousand dollars (\$5000) that shall be paid to the employee's designated beneficiary.
3. The Board shall provide fifty dollars (\$50) per month to the employee to be used for a mutually approved tax sheltered annuity.

The Bedford Public Schools Board of Education formally adopted, and will maintain, a qualified Cafeteria Plan meeting the requirements of Section 125 of the Internal Revenue Code (December 14, 1995).

Teachers electing not to receive health insurance benefits shall be provided by the Board an amount of fifty dollars (\$50.00) per month to be used for a mutually approved tax sheltered annuity or a cash option in the amount of fifty dollars (\$50.00) in lieu of health insurance benefits to be used at the employee's discretion.

The amount of the cash payment received may be applied per pay by the teacher into a tax-deferred annuity of a Board approved carrier of the member's choice. To elect a tax-deferred annuity, the bargaining unit member shall enter into a salary reduction agreement.

The program will be effective December 14, 1995. Benefits currently being provided to a bargaining unit member shall continue in this Collective Bargaining Agreement. Should the parties negotiate changes in the Collective Bargaining Agreement after the effective date of the Plan, the Plan document shall be amended to reflect these changes.

The employee will be responsible for all applicable taxes (federal, state, local, and F.I.C.A.) and the Board will be responsible for the employer F.I.C.A.

All costs relating to the implementation and administration of benefits under this program shall be borne by the Employer.

- G. 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.
- H. Any teacher whose personal illness extends beyond the period compensated in Article 10 (Sick Leave) shall be granted a leave of absence without pay for the illness period. The Board may renew this leave at its option. If a teacher has exhausted all of his sick leave, the Board will continue to pay existing Board paid premiums for hospitalization for said teacher for one (1), two (2), or three (3) months. The teacher must have returned to work for no less than ninety (90) calendar days in order to be eligible for a second application of this benefit.
- I. 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).
- J. Members covered by MESSA Super Care I health insurance shall be reimbursed for deductibles in the amounts of fifty dollars (\$50) per year per covered person up to one hundred dollars (\$100) per year per family. Annual health reimbursement payments are

given to the employee upon verification of reaching deductible (by means of a separate accounts payable check).

- K. 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.
- L. 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 Personnel Office in writing, prior to the eighth (8th) day or prior to the twenty-ninth (29th) day they are absent, of their intention of freezing their sick days. In the event written notification is not given, sick days will continue to be used.

ARTICLE 15 - TEACHER EVALUATION

- A. All monitoring or observing of a teacher shall be conducted openly and with full knowledge of the teacher. The use of eavesdropping, closed circuit television, public address or audio systems, and similar surveillance devices shall be strictly prohibited.
- B. No teacher shall be warned, reprimanded, or disciplined in the presence of pupils or at a public meeting by the Board or administrative staff.
- C. No teacher shall be disciplined, reprimanded, reduced in compensation, or deprived of any professional advantage without just cause. Adverse evaluation of teacher performance asserted without just cause by the Board or any agent or representative thereof shall be subject to the professional grievance negotiation procedure hereinafter set forth.
- D. The classroom performance of all teachers shall be evaluated in writing. Probationary teachers shall be evaluated at least twice every school year. Tenure teachers shall be evaluated at least once every three (3) years.
- E. 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 Instructional and Student Services, 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.

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.

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

1. annual TB report and required medical information,
2. up-to-date academic transcript,
3. copy of valid Michigan teaching certificate.

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

ARTICLE 17 - LAY-OFF PROCEDURE

- A. All teachers (probationary and tenure) being relieved of their positions (position means employment in the school system and not assignment) because of a reduction of staff or elimination of a program, and the Association shall be notified in writing at least sixty (60) days prior to the expiration of this contract (the expiration date being June 30).
- B. A tenured teacher shall not be relieved of his position because of a reduction in staff while a probationary teacher is retained in a position which the tenured teacher is certified to fill.
- C. Tenured teachers shall be relieved of their positions because of a reduction in staff in reverse order of employment. Seniority shall be determined by the total number of years of continuous service in the Bedford system to include legitimate leaves of absence. The teacher shall be allowed movement within the areas of his certification and qualification as stated in Article 8, Paragraph D (Qualifications and Assignments) of the Master Agreement. A teacher must be certified and qualified as defined herein to be assigned to a teaching area. In case of elimination of a program, teachers possessing both certification and qualification in other areas shall maintain their seniority.
- D. Tenured teachers so relieved of their positions because of a reduction of staff shall be re-employed in order of length of service in the Bedford system before probationary employees are added to the staff in areas which the tenured teachers are qualified to fill.
- E. Teachers eligible for tenure at the end of the current school year, who would have been recommended for tenure, shall have placed in their Bedford Public Schools personnel records, a letter stating that they would have been recommended for tenure if not for the lay-off.
- F. A teacher on lay-off is precluded from applying for any leave of absence except the following:

1. a leave to honor the extension of an individual contract then in effect between the teacher and a K-12 Michigan Public School District,
2. a child care leave of absence, not to exceed one (1) year, provided the teacher applies for the leave within three (3) months of the birth of the child or acquisition of custody of child.

POSTING OF SENIORITY LIST

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

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

Teachers who are on leave during this time will be notified of their placement on the seniority list by certified mail sent to their last known mailing address. It is the responsibility of the teacher to inform the personnel 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 major in the area,
- 4) to the teacher who has a minor in the area,
- 5) any further tie to be broken by a lottery.

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

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

If a teacher, or teachers, are 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 personnel 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 work day 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, discharge for cause; however, seniority is retained if severance of employment is due to lay-off. In cases of lay-off, teachers so affected shall retain all seniority as of the effective date of lay-off,
- f. Seniority shall continue to accumulate when teachers are on military duty due to actions taken by the government that compel a teacher to serve. In case of national emergency by the United States and a teacher enlists, seniority shall continue to accumulate,
- g. Notification of recall shall be in writing with a copy to the Association. The notification shall be sent by certified mail to the teacher's last known address. It shall be the responsibility of each teacher to notify the Board of any change in address,
- h. A laid-off teacher may continue, for up to one (1) year (or longer, if the carrier allows), his health, dental, and life insurance benefits by paying monthly the normal per subscriber group rate premium for such benefits whenever the insurance carrier accepts the same insurance arrangement,
- i. A change in certification will, if verified, only be added to the seniority list when the seniority list is posted (March 1). After being added to the seniority list, such new certification will be considered when recalling employees to vacancies. However, the new certification may not be used to bump a currently employed teacher, except if a tenured teacher acquires additional state-verified certification after March 20 but prior to the beginning of the new school year, (unless the tenured teacher seeks to bump a second year probationary teacher, in which case the tenured teacher must notify the personnel 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. A teacher shall at all times be entitled to have present a representative of the Association when he is being reprimanded, warned, or disciplined for any infraction of rules or delinquency in professional performance. When a request for such

representation is made, no action shall be taken with respect to the teacher until such representative of the Association is present.

ARTICLE 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.
- 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. Any case of assault upon a teacher shall be promptly reported to the Board or its designated representative. The Board will advise the teacher of his rights and obligations with respect to such assault and shall render all reasonable assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities.
- C. If any teacher is complained against or sued as a result of any action taken by the teacher while in pursuit of 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.

ARTICLE 21 - SCHOOL CALENDAR

- A. The District will add two (2) additional teacher contract days each year of the agreement, to meet the minimal contractual hours as specified below, for a total of six (6) additional contract days:

1997-1998----184 teacher contract days----(180 days of instruction, 1 professional day)
1998-1999----186 teacher contract days----(182 days of instruction, 2 professional days)
1999-2000----188 teacher contract days----(183 days of instruction, 3 professional days)
2000-2001----190 teacher contract days----(184 days of instruction, 4 professional days)
Minimal instructional hours:
1997-1998-----1,041 instructional hours
1998-1999-----1,047 instructional hours
1999-2000-----1,098 instructional hours
2000-2001-----1,104 instructional hours

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 school 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.
- C. If schools have been closed for three (3) days or more by April 30, the tentative adjusted date for students and teachers will be determined and announced by the Board. The

school year will be extended without interruption in June by the number of days necessary for the one hundred eighty (180) instruction days.

- D. In the event that "Act of God" days are not required to be made up by the State Legislature, the parties agree to revert back to the policy previously in effect which did not require the make up of such days by students and teachers.
- E. Additional in-service days shall be mutually determined and scheduled between the Association and the Administration.
- F. School Hours

Year	School	Instructional Day Starts	End of Instructional Day
1998-1999	Elementary	8:40 a.m.	3:15 p.m.
	Secondary	7:30 a.m.	2:25 p.m.
1999-2000	Elementary	8:30 a.m.	3:20 p.m.*
	Secondary	7:30 a.m.	2:30 p.m.
2000-2001	Elementary	8:30 a.m.	3:20 p.m.*
	Secondary	7:30 a.m.	2:30 p.m.

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

G. Parent/Teacher Conferences (1998-99)

Secondary (Grades 6-12)

November 12, 1998 (Thursday)

Teacher and Student dismissal - 10:30 a.m.

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

November 13, 1998 (Friday)

Student dismissal - 10:30 a.m.

Teachers begin Parent/Teacher Conferences - 11:30 a.m. to 2:25 p.m.

Elementary (Grades K-5)

November 12, 1998 (Thursday)

Student dismissal - 11:10 a.m.

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

Evening Parent/Teacher Conferences at discretion of teacher.

November 13, 1998 (Friday)

Student dismissal - 11:10 a.m.

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.

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 only to hours earned after degree awarding date.
- B. A teacher entering the Bedford Public School System for the first time or re-entering after voluntary resignation shall be given credit on the salary schedule set forth in Schedule A for years teaching experience in an accredited elementary or secondary school system.
- C. Degreed teachers under contract and holding provisional certification shall be reimbursed by the Board at the rate of sixty dollars (\$60) per semester hour and forty five dollars (\$45) 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). This reimbursement applies to credits earned between September 1 and August 31 of the preceding school year. 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 in the preceding year. Proof of earned credits shall be submitted by October 15 of the current school year and shall be payable following the regular Board meeting in November. Failure to submit proof by October 15 of the current school year will result in forfeiture of payment. This policy shall not be applicable to those teachers who receive grants from private foundations or state, federal, or local scholarships. Notification of this section shall be given to the teachers by the Administration at the beginning of each school year.

As a condition for employment, all new professional teaching employees shall be required at Board expense to take TESA (Teachers Expectations and Student Achievement) / EEEI (Essential Elements of Effective Instruction) or a comparable teacher training program when offered by the District. The teacher training must be completed within the first three (3) years of employment, provided the District offers such programs. This program shall apply to all teachers hired after September 1, 1992.

Information: EEEI - provides teachers with a complete approach to teaching effectively as well as reviewing such significant things such as motivation techniques and reinforcement theory.

TESA - Teachers are trained to use an interaction model involving specific supportive and motivating techniques with all students in a nondiscriminatory manner; the intended result of which is the accelerated academic growth of the "perceived laws".

- D. The salary schedule is based on the regular school calendar and the normal teaching load as defined in the Agreement. Reimbursement equal to twenty percent (20%) of the teacher's current salary on Schedule A, capped at Step Five (5), will be paid to a teacher assuming an extra class for the school year.
- E. Teachers required in the course of their work to drive personal automobiles from one (1) school building to another shall receive a car mileage reimbursement. The same

allowance shall be given for the use of personal cars for field trips or other business of the District. This per mile reimbursement rate will be adjusted annually on July 1 (first) according to the Internal Revenue Service standard rate.

- F. Extra duties will be compensated in accordance with the Salary Schedules B and B1.
- G. A non-degreed registered nurse shall receive eighty percent (80%) of the amount listed on the teachers' salary scale for teachers holding a bachelor's degree. A degreed registered nurse shall receive ninety percent (90%) of the amount listed on the teachers' salary scale for teachers holding a bachelor's degree.
- H. Teachers earning an advanced degree during the first (1st) semester will be compensated at the rate of the new degree at the beginning of the second (2nd) semester.
- I. Upon completion of the 12th, 14th, 19th, 24th, and 27th years of service to Bedford, teachers shall receive longevity increments at an amount of three hundred dollars (\$300) per level. 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).
- J. Teachers shall be eligible for two (2) consecutive super-longevity payments of two thousand one hundred dollars (\$2100). A teacher must give notice to the School District by April 1 in a current school year to be eligible for super-longevity in the succeeding school year. The payment shall only occur in any two (2) consecutive years occurring between the 20th year and the 30th year of employment. No more than twenty five percent (25%) of the staff, in any year, shall be eligible for super-longevity. The payment must be in consecutive years. Super-Longevity Proposal (Article 16) supersedes this Article. **See Super-Longevity Proposal (Article 26, Section C).**
- K. Elementary Home/School Coordinators work year will consist of one hundred ninety (190) work days. Base salary: first (1st) year \$19,000.00 and second (2nd) year and thereafter, \$19,428.00. All contractual benefits within the existing Master Agreement except Article 14 (Insurance Protection), are afforded to Home/School Coordinators.

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 three (3) student teachers per school year and none simultaneously. A teacher shall receive only the amount of reimbursement paid by the university or college.
- C. It shall be the responsibility of the administration to arrange for a substitute teacher.

ARTICLE 24 - PROFESSIONAL GRIEVANCE PROCEDURE

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

- B. The grievant may invoke the formal grievance procedure on a form signed by the grievant and a representative of the Association, which form shall be available from the Association representative in each building. A copy of the grievance form shall be delivered to the principal or supervisor. If the grievance involves more than one (1) school building, it may be filed with the Assistant Superintendent of Program and Personnel Administration.
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 Program and Personnel Administration within twenty (20) working days of the alleged grievance.
- C. Within three (3) working days of receipt of the grievance, the principal or supervisor shall meet with the Association in an effort to resolve the grievance. The principal or supervisor shall indicate his disposition of the grievance in writing within three (3) working days of such meeting and shall furnish a copy thereof to the Association.
- D. If the Association is not satisfied with the disposition of the grievance or if no disposition has been made within three (3) working days of such meeting or six (6) working days from the date of filing, whichever shall be later, the grievance shall be submitted to the Assistant Superintendent of Program and Personnel Administration within ten (10) days of receipt of principal's or supervisor's disposition. Within five (5) working days, the Assistant Superintendent of Program and Personnel Administration 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 Program and Personnel Administration, or if no disposition has been made within three (3) working days of such meeting or six (6) working days from the date of filing, whichever shall be later, the grievance shall be submitted to mediation.

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

Disposition of the grievance in writing by the mediator shall be made no later than seven (7) working days thereafter. If no disposition is made within the seven (7) days, then the Association has the right to move the grievance to the next level or withdraw it. A copy of such mediation disposition shall be furnished to the Association.

- F. If the Association is not satisfied with the mediation disposition of the grievance or if no disposition has been made within the period above provided, the grievance may be submitted to arbitration before an impartial arbitrator within thirty (30) days of the Association's receipt of the mediator's disposition of the grievance or if there is no decision by the mediator. If the parties cannot agree as to the arbitrator, he shall be selected by the American Arbitration Association in accord with its rules which shall likewise govern the arbitration proceeding. The Board and the Association shall not be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not previously disclosed to the other party. The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement. Both parties agree to be

bound by the award of the arbitrator and agree that judgment thereon may be entered in any court of competent jurisdiction.

- G. The fees and expenses of the arbitrator shall be shared equally by the parties.
- H. If any teacher for whom a grievance is sustained shall be found to have been unjustly discharged, he shall be reinstated with full reimbursement of all professional compensation lost. If he shall have been found to have been improperly deprived of any professional compensation or advantage, the same or its equivalent in money shall be paid to him.
- I. The time limits provided in this Article shall be strictly observed but may be extended by written agreement of the parties. In the event a grievance is filed after May 15 (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 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).

ARTICLE 25 - NEGOTIATION PROCEDURES

- A. It is contemplated that hours, wages, and terms and conditions of employment not specifically covered by this Agreement shall be subject to professional negotiations upon request by either party to the other. The parties undertake to cooperate in arranging meetings, selecting representatives for discussions, furnishing necessary information, and otherwise constructively considering and resolving any such matters.
- B. In the event the salary schedule is reopened for negotiation by either party, as provided in Article 22 (Professional Compensation) of this Agreement, the parties will promptly negotiate for the purpose of reaching an agreement upon a revised salary schedule. At least sixty (60) days prior to the expiration of this Agreement, the parties will likewise begin negotiations for a new Agreement covering wages, hours, terms and conditions of employment for teachers employed by the Board.
- C. In any negotiations described in this Article, neither party shall have any control over the selection of the negotiating or bargaining representatives of the other party and each party may select its representatives from within or outside the School District. It is recognized that no final agreement between the parties may be executed without ratification by the Board and by a majority of the membership of the Association.

- D. If the parties fail to reach an agreement in any such negotiations, either party may invoke the mediation machinery of the Michigan Employment Relations Commission or take any other lawful measures it may deem appropriate.

ARTICLE 26 - SUPER-LONGEVITY PROPOSAL

- A. At the conclusion of twenty five (25) years in the Michigan Retirement System, a teacher is eligible to receive twenty thousand dollars (\$20,000). The teacher may elect one of the following options:
1. Four thousand dollars (\$4000) yearly salary increase for five (5) years.
 2. Four thousand dollars (\$4000) yearly salary increase for three (3) years with the balance of eight thousand dollars (\$8000) paid upon termination of employment, prior to the thirty first (31st) year. Super-Longevity payment will be made by the District only after retirement from the District (no payment in advance).
 3. A one (1) time payment, paid upon termination within final payment, of twenty thousand dollars (\$20,000) after the twenty fifth (25th) year of service, but before the thirty first (31st) year of service. Super-Longevity payment will be made by the District only after retirement from the District (no payment in advance).
- B. During the 1992-93 school year only, any teacher with thirty (30) or more years of service will receive twenty thousand dollars (\$20,000) lump sum payment upon retirement. Those people that are participating now must subtract the amount they received.
1. A teacher must give notice to the School District by April 1st (first), in a current school year, to be eligible for Super-Longevity in the next school year.
- C. Teachers now participating in the current early retirement program may elect to continue with the program as it is, or receive a one (1) time payment of twenty thousand dollars (\$20,000) minus the money already received. Retirement years are to be purchased by the respective individual. The Board of Education will not purchase retirement years.
- D. Teachers who elect to continue employment after the thirtieth (30th) year will have their twenty thousand dollar (\$20,000) sum reduced by four thousand dollars (\$4000) for each year of service thereafter.
- E. Only ten percent (10%) of staff may enter in any given year.
- F. You must retire before the thirty first (31st) year or pay the money back at the beginning of the thirty first (31st) year, in the same manner as it was received.
- G. It is the intent of the Bedford School District and Bedford Education Association that Super-Longevity will be phased out and ultimately eliminated (July 1, 2000). Super-Longevity will be a five (5) year phase-out plan with a ten (10) year window period. There will be a one (1) time twenty thousand dollar (\$20,000) window payment at the conclusion of the 1995-96 school year for those with thirty (30) years of service within the Michigan Retirement System. A maximum of five (5) employees shall be eligible for retirement with over thirty (30) years of service.
- H. Individuals qualifying for the provisions of this Article understand that the Super-Longevity payment may not count towards final average compensation as determined by the Michigan Public Schools Employees Retirement System. The District assumes no liability or obligations beyond those payments contained herein.

- I. The following individuals may have elected to be grandfathered and eligible to receive the benefits specified in Article 26 (Early Retirement Incentive) of the 1986-89 contract in lieu of the benefits specified in Article 26 and Article 22, Section J of the 1989-92 contract. This grandfather clause shall only be in effect between 1989 and 1995.

The parties shall have met within sixty (60) days of ratification of the 1992-95 contract to update the list of individuals eligible for grandfather clause.

Eligibility for the grandfather clause shall have been limited to individuals who met the following:

1. Over thirty (30) years in the District.
2. Under twenty (20) years of service, but who would have qualified for benefits by 1995 under Article 26 (Early Retirement Incentive) in the 1986-89 contract.
3. Any other unusual situations the parties may agree upon.

Individuals must have made an election within sixty (60) days of ratification of the 1992-95 contract if they desired to be covered by the grandfather clause. In certain situations, a grace period not to exceed an additional thirty (30) days may have been allowed.

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

- A. Any teacher interested in initiating a shared time position shall notify, in writing, both his building principal and the personnel office on or before April 30. The personnel 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 personnel office in writing within twenty (20) working days after April 30.
- B. Teachers working in a part-time academic teaching position within the defined teaching day shall receive pro-rated compensation.
- C. Teachers working half-time or less shall receive credit for one-half (1/2) an increment.
- D. Teachers working more than half-time shall receive full incremental credit.
- E. Teachers working part-time shall be eligible for pro-rated employer contribution towards insurance provided the insurance carrier allows part-time employee coverage. The above shall be subject to the rules of an insurance carrier. For example: if the single subscriber health insurance premium is one hundred dollars (\$100), the employer will pay fifty dollars (\$50) provided the employee pays the other fifty dollars (\$50).
- F. Sick leave and personal days shall be pro-rated based on the portion of the day worked.
- G. Teachers working half-time or more shall receive full seniority credit.
- H. Teachers working less than half-time shall receive half seniority credit.

- I. The above rights and privileges shall not be granted or afforded to individuals working outside the defined school day. By way of illustration and not limitation: driver education, coaching assignments, and extra-curricular assignments.
- J. It is recognized that the issues regarding the return rights of said teachers to full-time vacancies should be settled before a teacher may be granted a shared time position by executing a written agreement covering said rights, signed by the teacher, the Bedford Education Association President, and the Assistant Superintendent of Program and Personnel Administration.
- K. The decision to create a shared or part-time position rests solely with the District. Teachers may submit suggestions for part-time positions.

ARTICLE 28 - MISCELLANEOUS PROVISIONS

- A. This Agreement shall supersede any rules, regulations, or practices of the Board which shall be contrary to or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual teacher contract heretofore in effect. All future individual teacher contracts shall be made expressly subject to the terms of this Agreement.
- B. If any provision of this Agreement or any application of this Agreement to any employee or group of employees shall be found to be contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- C. As of July 1, 1972, teachers hired and assigned to special education classes, including resource center, shall be placed on the regular teacher's salary schedule. Teachers hired prior to July 1, 1972, shall be reimbursed as set forth in Paragraph C-1 below:
 - 1. Qualified teachers who are employed for the school year of 1967-68 and who are assigned to special education classes as defined by the Department of Education, with the adoption of the attached salary schedule, shall be placed on the regular schedule with a three hundred dollar (\$300) differential.
- D. Copies of this Agreement shall be printed at the expense of the Board and the Association. This cost is to be shared equally.
- E. Any teacher required to work beyond the normal school year shall be compensated on the basis pro-rated from his normal salary. If said teacher is on an extra-duty schedule, this Article would not apply.
- F. Any teacher to be employed in the future by the Bedford Public Schools who would not belong to one of the established salary schedules shall initially be placed on the regular teacher salary schedule at the appropriate step for their training and experience. As soon as possible after school commences, a schedule for that position shall be established by the Association and the Board, with any resulting increases being retroactive to the date of employment.
- G. The Association and Administration shall work together to provide for the smooth entrance and orientation of new teachers to our system.
- H. Prior to the implementation of a western Monroe County Educational Cooperative program, the Association and the Board shall discuss and review any impact it may have

on the Bedford teachers. If necessary, the parties will develop guidelines for its implementation.

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

If a supervisor has one or more relatives working in the same building upon this policy's adoption, all but one of the employees will be encouraged to transfer to another building as soon as possible.
- J. Staff members shall be provided the opportunity to provide anonymous feedback to building administrators on a standard form to be submitted to the administrator at the end of each semester. Such feedback will be strictly confidential between the staff members and the administrator. The feedback is designed to enhance administrator/staff communication and augment the school improvement process.
- K. A review and revision of the District's emergency and safety procedures has been planned for the 1995-96 school year. Input from employee representatives will be sought in the development of the revisions. Representation from the Bedford Education Association will be included.
- L. The District agrees that all Early Bird/Zero Hour vacancies will be posted per the Master Agreement. Secondly, the Early Bird/Zero Hour teaching assignments will be continuous. Article 5 (teaching Hours) will be adhered to in the structuring of Early Bird/Zero Hour classes. The Association and District will periodically meet to discuss, in advance, the potential formation of any and all Early Bird/Zero Hour classes at the secondary level. Transportation will be provided by the respective students to and from Early Bird/Zero Hour classes.
- M. A K-12 committee will be formed with representatives of teachers and administrators for the purpose of studying the feasibility of, and providing input into the future implementation of a District "Homework Hot Line."
- N. The Bedford Board of Education and the Bedford Education Association encourage teacher attendance and participation at the building "open house."
- O. 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.

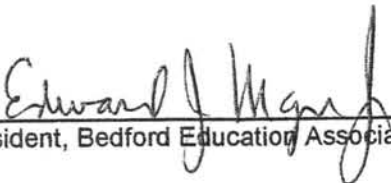
ARTICLE 29 - COMMON CALENDAR FOR SOUTH COUNTY CONSORTIUM

- A. The parties agree that the concept of a COMMON CALENDAR for the SOUTH COUNTY CONSORTIUM (Bedford, Dundee, Ida, Summerfield, and Whiteford) will foster the improved delivery of educational services for students of the participating School

Districts. Consequently, it is understood and agreed that sincere efforts will be made to adopt a school calendar consonant with such a common calendar.

ARTICLE 30 - DURATION OF AGREEMENT

This Agreement shall be in full force and effect from July 1, 1998 to, and including, June 30, 2001, and shall continue in full force and effect from year to year thereafter, unless a written notice of desire to cancel or terminate this Agreement is served by either party upon the other at least sixty (60) days prior to the date of expiration.



President, Bedford Education Association



President, Bedford Board of Education

1-20-99
Date

1-27-99
Date

SALARY SCHEDULE A

1998-99 Schedule A

Salary Increase of 3.50%					
Year(s)	BA	BA+15	BA+36/MA	MA+15	MA+36/SPEC
1	\$27,559	\$28,605	\$30,999	\$32,252	\$33,848
2	\$28,397	\$29,439	\$31,842	\$33,085	\$34,687
3	\$29,235	\$30,282	\$32,688	\$33,928	\$35,527
4	\$30,493	\$31,537	\$33,959	\$35,187	\$36,779
5	\$32,331	\$33,399	\$35,871	\$37,110	\$38,739
6	\$33,613	\$34,676	\$37,164	\$38,394	\$39,876
7	\$35,318	\$36,367	\$38,886	\$40,102	\$41,727
8	\$37,023	\$38,095	\$40,610	\$41,806	\$43,352
9	\$39,431	\$40,512	\$43,098	\$44,301	\$45,961
10	\$41,416	\$42,461	\$45,129	\$46,627	\$48,008
11	\$46,557	\$47,369	\$50,729	\$52,513	\$53,924
12	\$47,955	\$48,789	\$52,251	\$54,088	\$55,542

1999-2000 Schedule A

Salary Increase of 3.50%					
Year(s)	BA	BA+15	BA+36/MA	MA+15	MA+36/SPEC
1	\$28,524	\$29,607	\$32,084	\$33,380	\$35,032
2	\$29,391	\$30,469	\$32,956	\$34,243	\$35,901
3	\$30,258	\$31,342	\$33,832	\$35,116	\$36,771
4	\$31,560	\$32,641	\$35,148	\$36,418	\$38,066
5	\$33,463	\$34,568	\$37,127	\$38,409	\$40,095
6	\$34,789	\$35,889	\$38,464	\$39,738	\$41,272
7	\$36,554	\$37,640	\$40,247	\$41,506	\$43,188
8	\$38,319	\$39,429	\$42,032	\$43,269	\$44,869
9	\$40,812	\$41,930	\$44,607	\$45,852	\$47,570
10	\$42,865	\$43,947	\$46,709	\$48,259	\$49,689
11	\$48,187	\$49,027	\$52,505	\$54,351	\$55,811
12	\$49,633	\$50,496	\$54,080	\$55,981	\$57,486

2000-2001 Schedule A

Salary Increase of 3.50%					
Year(s)	BA	BA+15	BA+36/MA	MA+15	MA+36/SPEC
1	\$29,522	\$30,643	\$33,207	\$34,549	\$36,258
2	\$30,420	\$31,535	\$34,110	\$35,441	\$37,158
3	\$31,317	\$32,439	\$35,017	\$36,345	\$38,058
4	\$32,665	\$33,784	\$36,378	\$37,693	\$39,398
5	\$34,634	\$35,778	\$38,426	\$39,753	\$41,498
6	\$36,007	\$37,145	\$39,811	\$41,129	\$42,717
7	\$37,834	\$38,957	\$41,656	\$42,958	\$44,699
8	\$39,660	\$40,809	\$43,503	\$44,783	\$46,440
9	\$42,240	\$43,397	\$46,168	\$47,456	\$49,235
10	\$44,365	\$45,485	\$48,343	\$49,948	\$51,428
11	\$49,873	\$50,743	\$54,343	\$56,253	\$57,764
12	\$51,370	\$52,264	\$55,973	\$57,940	\$59,498

EXTRA DUTY SCHEDULE B

	1998-99 2.50%	1999-2000 2.50%	2000-2001 2.50%
Football - Head Coach	\$5,477	\$5,613	\$5,754
Assistant (6) full season	\$4,217	\$4,322	\$4,430
Assistant (4) shorter season	\$3,246	\$3,327	\$3,411
Basketball (Boys') Head Coach	\$5,477	\$5,613	\$5,754
Assistant (3) full season	\$4,217	\$4,322	\$4,430
Assistant (4) shorter season	\$3,246	\$3,327	\$3,411
Basketball (Girls') Head Coach	\$5,477	\$5,613	\$5,754
Assistant (2) full season	\$4,217	\$4,322	\$4,430
Assistant (2) shorter season	\$3,246	\$3,327	\$3,411
Wrestling - Head Coach	\$5,477	\$5,613	\$5,754
Assistant (3) full season	\$4,217	\$4,322	\$4,430
Assistant (2) shorter season	\$3,246	\$3,327	\$3,411
Baseball - Head Coach	\$4,217	\$4,322	\$4,430
Assistant (2)	\$3,246	\$3,327	\$3,411
Softball (Girls') Head Coach	\$4,217	\$4,322	\$4,430
Assistant (2)	\$3,246	\$3,327	\$3,411
Track (Boys') Head Coach	\$4,217	\$4,322	\$4,430
Assistant (4.5)	\$3,246	\$3,327	\$3,411
Track (Girls') Head Coach	\$4,217	\$4,322	\$4,430
Assistant (4.5)	\$3,246	\$3,327	\$3,411
Hockey - Head Coach	\$3,117	\$3,195	\$3,275
Assistant (1)	\$2,401	\$2,461	\$2,522
Cross Country - Girls' Coach	\$2,637	\$2,703	\$2,771
Cross Country - Boys' Coach	\$2,637	\$2,703	\$2,771
Tennis - Boys' Coach	\$2,637	\$2,703	\$2,771
Assistant (1) - spring	\$1,847	\$1,893	\$1,941
Tennis - Girls' Coach	\$2,637	\$2,703	\$2,771
Assistant (1) - fall	\$1,847	\$1,893	\$1,941
Golf Head Coach	\$2,637	\$2,703	\$2,771
Competitive Cheer Head Coach (1)	\$3,246	\$3,327	\$3,411
Cheerleader Head Coach (1)	\$3,246	\$3,327	\$3,411
Assistant (JV)	\$2,500	\$2,562	\$2,627
Assistant (9th)	\$2,500	\$2,562	\$2,627
Assistant (8th)	\$1,925	\$1,973	\$2,022
Assistant (7th)	\$ 962	\$ 987	\$1,011
Girls' Volleyball Head Coach	\$5,477	\$5,613	\$5,754
Assistant (2) full season	\$4,217	\$4,322	\$4,430
Assistant (2) shorter season	\$3,246	\$3,327	\$3,411
Int. Basketball Coach (1)	\$2,157	\$2,211	\$2,266
Assistant Coach (1)	\$1,662	\$1,703	\$1,746
Boys' Soccer Head Coach	\$2,397	\$2,457	\$2,519
Assistant (1)	\$1,801	\$1,846	\$1,892
Girls' Soccer Head Coach	\$2,397	\$2,457	\$2,519
Equipment Manager JHS	\$2,397	\$2,457	\$2,519
Trainer (1)	\$4,756	\$4,875	\$4,997

* Number of positions here indicated are optimum numbers to be filled if personnel and monies are available. Factor of 77% to be reflected after percentage increase (2.50%, 2.50%, and 2.50%) on base head coach salary only for yearly assistant coaching salary.

EXTRA DUTY SCHEDULE B

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

1 - 2 years:	No longevity
3 - 4 years:	\$200 longevity
5 - 6 years:	\$375 longevity
7 or more:	\$550 longevity

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

EXTRA DUTY SCHEDULE B-1

Elementary Music Performances:

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

1998-99	1999-2000	2000-2001
2.50%	2.50%	2.50%
\$45.00	\$46.00	\$47.00

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.

1998-99	1999-2000	2000-2001
2.50%	2.50%	2.50%
\$74.00	\$76.00	\$78.00

School Improvement:

The parties agree that a school improvement committee will be established in each building for the 1998-2001 school year(s). 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 Instructional and Student Services. 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:

Chairperson: \$750.00 per year

Committee member: \$500.00 per year

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

EXTRA DUTY SCHEDULE B - 1

	1998-99 2.50%	1999-2000 2.50%	2000-2001 2.50%
<u>Senior High School</u>			
After School Music Dtr. (1)	\$5,392	\$5,526	\$5,664
After School Music Assoc. Dtr.	\$2,879	\$2,951	\$3,025
After School Music Asst. (2)	\$1,323	\$1,356	\$1,390
Soiree Singers Director	\$1,323	\$1,356	\$1,390
Before School Band Dtr. (1)	\$ 320	\$ 328	\$ 336
(Max. 2 weeks)			
Before School Asst. Dtr. (2)	\$ 239	\$ 245	\$ 251
(Max. 2 weeks)			
Parking Lot Supervisor	\$1,278	\$1,310	\$1,343
Play Director (Limit of 4)	\$ 851	\$ 872	\$ 894
Debate Coach (1)	\$1,280	\$1,312	\$1,345
Club Advisors (23)	\$ 213	\$ 219	\$ 224
Class Advisors			
Seniors (2)	\$ 641	\$ 657	\$ 673
Juniors (2)	\$ 425	\$ 436	\$ 447
Sophomores (2)	\$ 215	\$ 221	\$ 226
Freshmen (2)	\$ 197	\$ 202	\$ 207
Student Council and Inter Club Council	\$1,022	\$1,047	\$1,074
National Honor Society	\$ 567	\$ 581	\$ 596
DECA	\$ 567	\$ 581	\$ 596
Ski Club Advisors (2)	\$ 425	\$ 436	\$ 447
Yearbook Advisor (1)	\$ 851	\$ 872	\$ 894
Newspaper Advisor (1)	\$ 851	\$ 872	\$ 894
Intra-Mural Manager (1)	\$2,565	\$2,629	\$2,694
GAA Advisor (1)	\$1,280	\$1,312	\$1,345
SHS Auditorium Manager	\$ 566	\$ 580	\$ 594
Drivers' Training Teacher (Hourly Rate)	\$21.34	\$21.87	\$22.42
Strings Coordinator	\$ 303	\$ 311	\$ 319
<u>Junior High School</u>			
Club Advisors (19)	\$ 213	\$ 219	\$ 224
Newspaper Advisor (1)	\$ 851	\$ 872	\$ 894
Yearbook Advisor (1)	\$ 851	\$ 872	\$ 894
Student Council Advisor	\$ 567	\$ 581	\$ 596
National Junior Honor Society	\$ 567	\$ 581	\$ 596
Music Festival Coordinator	\$ 303	\$ 311	\$ 319
Play Director (Limit of 4)	\$ 567	\$ 581	\$ 596
Professional Development Committee	\$ 275	\$ 282	\$ 289
Elementary Music Performance	\$ 45	\$ 46	\$ 47
Elementary Camp Participation	\$ 74	\$ 76	\$ 78

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

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

Signature of Evaluator

Date

Signature of Teacher

Date

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

DEFINITIONS OF APPRAISAL FACTORS

Relations with Pupils

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

Organization and Quality of Instruction

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

Professional Behavior, Attitude, and Relationship

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

Learning Environment

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

DEFINITIONS OF APPRAISAL FACTORS (continued)

Personal Attributes

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

Merit Pay Evaluation

Professional Development and Improvement

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

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

Selection Criteria

Maintain and update current textbook usage. <input type="checkbox"/> Unattained <input type="checkbox"/> Partially Attained <input type="checkbox"/> Attained	Organize requests for commercial texts. <input type="checkbox"/> Unattained <input type="checkbox"/> Partially Attained <input type="checkbox"/> Attained	Evaluate / recommend commercial texts. <input type="checkbox"/> Unattained <input type="checkbox"/> Partially Attained <input type="checkbox"/> Attained
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Assistant Superintendent, Instructional and Student Services

Date

