

MASTER #

Bedford Public Schools

Bedford Education  
Association

Master  
Agreement

January 1, 2016 to  
December 31, 2018

**Bedford Education Association**  
**January 1, 2016 to December 31, 2018**  
**Master Agreement**  
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## AGREEMENT

This agreement entered into this first day of **January 2016**, by and between the Board of Education of the Bedford Public Schools, Monroe County, Michigan, hereinafter called the "Board" or the "District" and the Bedford Education Association, hereinafter called the "Association" or the "BEA".

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

## WITNESSETH

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

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

WHEREAS the Board has a statutory obligation, pursuant to Act 379 of the Michigan Public Act of 1965, to bargain with the Association President or designee with respect to hours, wages, terms and conditions of employment, and

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

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

### **ARTICLE 1 RECOGNITION**

- A. The Board hereby recognizes the Association as the exclusive and sole bargaining representative for all certified and professional personnel as follows: all teachers, virtual school teachers, counselors, K-12 media specialists, nurses, Student Support Coordinators, Student Intervention Providers, and other certificated personnel who may become Association members.

The term "teacher", whenever used in this Agreement, except for professional compensation, shall refer to all personnel represented by the Association in the bargaining or negotiating unit as defined above.



- B. The Board agrees not to negotiate with any teachers' organization other than the Association for the duration of this Agreement.
- C. Administrators and other Board employees in a supervisory capacity are responsible for following this Agreement, and must bring to the attention of central administration any issues involving time, compensation, or a change in working conditions for members of the Association; as such issues cannot be directly negotiated with individual members of the Association. The Office of Human Resources and Labor Relations will provide yearly reminders to administrators as to what direct dealing is in an effort to protect the integrity of the collective bargaining agreement.
- D. Issues involving time, compensation, or a change in working conditions cannot be directly negotiated with employees covered by this Master Agreement. Any such changes must be brought to the attention of central administration, who will engage in negotiating the same with union leadership.

## **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/her participation in any activities of the Association or collective professional negotiations with the Board, or his/her institution of any grievance, complaint, or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

In addition, BEA members will not be discriminated against because of religion, race, color, national origin, age, sex, height, weight, familial status, or marital status pursuant to state and/or federal law.

- B. Nothing contained herein shall be construed to deny or restrict to any teacher rights he may have under the Michigan General School Laws or other applicable laws and regulations. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.
- C. The Association and its members shall have the right to use school buildings for meetings, subject to the policies of the Board. The Association and the Board agree that both parties have the right to invite outside individuals and/or resource persons to their respective meetings held in the District.
- D. Duly authorized representatives of the Association and their respective affiliates shall be permitted to transact official Association business on school property, provided this shall

not interfere with or interrupt normal school operations in the opinion of the building principal.

- E. The President and the Bedford Education Association shall be provided a lockable office, preferably in the building where the President teaches, and as space permits, a lockable filing cabinet for storage and shall have a phone that affords privacy. Usage of such location shall not disrupt the educational process. Non-local phone charges shall be at the expense of the Bedford Education Association.
- F. The Association shall have the right to post notices of its activities and matters of Association concern on teachers' bulletin boards, at least one (1) of which shall be provided in each school building.
- G. The Board specifically recognizes the right of its employees appropriately to invoke the assistance of the Michigan Employment Relations Commission or a mediator from such public agency.
- H. The Board agrees to make available, upon request of the elected officers of the Association or their designees, public information about the School District.
- I. The private and personal life of any teacher is not within the appropriate attention of the Board except as defined by the law and State Tenure Act.
- J. In the spirit of collaboration, the BEA President and the Executive Director of Human Resources and Labor Relations (HR-LR) shall meet regularly to discuss district issues. Both parties recognize the desirability of problem resolution without further legal recourse.
- K. The Board shall give the Association an opportunity to speak to the Board at all regular and special Board meetings on educational planning. The Association President will be notified of all regular and special Board meetings. The tentative agenda for the Board meetings will be sent to the Association President at the same time as delivered to Board members.
- L. A teacher engaged during the school day in negotiating on behalf of the Association with any representative of the Board or participating in any professional grievance negotiation shall be released from regular duties without loss of salary or sick leave days. The time of these negotiations shall be mutually agreed upon.
  - 1. A total of twenty (20) teacher days, and such other days as needed, upon mutual consent of the Executive Director of Human Resources and Labor Relations (HR-LR) and the President of the BEA, shall be granted to the Association to use at the discretion of the Association for Association business; said days shall not be used for mediation or arbitration. The Executive Director of Human Resources and Labor Relations (HR-LR) shall be notified in writing by the Association three (3)



days in advance, unless otherwise mutually agreed upon by the parties. Unused days may be accumulated for a period of one academic year.

- M. Enrollment in District payroll deduction programs such as the 403(b), United Way, Government Bonds, approved Teacher's Credit Union, Insurance options, Michigan Public School Employees Retirement System (MPERS) 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.
- N. BEA members who are Michigan residents, pursuant to state law, shall have preferential rights in enrolling their child(ren)/dependent(s) in all-day kindergarten and shall further have the right to enroll said child(ren)/dependent(s) in the building at which they are employed.
- O. When work is being done in the classroom of the impacted instructor, it is imperative that clear communication exists between the two parties. The educator has the right to be apprised of changes well in advance and given reasonable assistance and time to pack and unpack. Materials, including but not limited to computers and furniture shall not be removed from a teacher's classroom without written proof/acknowledgment or prior authorization by the teacher, except for cleaning purposes.
- P. Association members shall only report to District Administration. Monroe Intermediate School District ("ISD") employees are not considered District Administration, and Association members shall not be required to report to or take directives from ISD employees or any other individuals in administrative roles who are not directly employed by the Board. (This Paragraph does not apply if the Board contracts with a third-party contractor to employ individuals in a central administrative position)
- Q. The use of eavesdropping or surveillance devices, closed circuit television, public address or audio systems, and similar surveillance devices shall not be used for day-to-day evaluation of teachers unless the District is placed on notice that a teacher is engaging in misconduct or insubordination that may lead to discipline be strictly prohibited.
- R. No teacher shall be warned, reprimanded, or disciplined in the presence of pupils or parents or other BEA member not including AR's or at a public meeting by the Board or administrative staff.

### **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 work force 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 work 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 TEACHING HOURS**

- A. The scheduling of classes in both the elementary and the secondary schools shall be established by the administrative staff. The teachers will not be required to sign in more than ten (10) minutes before the start of their school day nor remain more than five (5) minutes after the last bell. Staff meetings shall not exceed two per month and shall not last longer than one hour. Both parties recognize that issues of immediate concern might prompt additional meetings through mutual consent of the building Association Representatives (ARs) and the building administration. To promote a positive working relationship between the BEA and school District, monthly meetings between the ARs and the building administration may be scheduled. In-service or professional development or AdvancED days shall not last longer than a regular school day, except that members shall have one hour and fifteen (15) minutes for lunch, minimally.



1. The School District may schedule the start of classes thirty (30) minutes before or after an elementary or secondary starting time as defined elsewhere in the CBA. Any other starting time for an elementary or secondary school shall be considered a mandatory subject of bargaining. This provision will not have the effect of lengthening the school day. As a matter of professional courtesy, the BEA shall be informed of any such consideration, while it is in the planning stage.<sup>1</sup>
  2. Teachers are required to be in the building at least ten (10) minutes before the start of the school day. They are required to be in their classrooms when instructional time is scheduled to begin. Elementary students will not be released to go to classrooms prior to five (5) minutes before instructional time begins.
- B. All elementary teachers shall be entitled to a consecutive forty-five (45) minute, duty free, uninterrupted lunch and a planning period no less than forty-five (45) minutes. All secondary teachers shall be entitled to a thirty (30) minute, duty free, uninterrupted lunch period. If special teachers pick-up and/or drop-off their classes to the classroom teachers in a manner which infringes upon their contractually defined uninterrupted lunch and/or planning time the building administration will make every reasonable effort to make said teachers whole and to do so in a timely and equitable manner.<sup>2</sup>
- C. Secondary Buildings Homeroom (Grades 6-12)
- Homeroom period shall be defined as the time period opposite a lunch period in which students will report for attendance and school announcements. Students may also read and study during the homeroom period. There will be no expectation of grading on behalf of the teacher for a homeroom period. Homeroom teachers<sup>3</sup>, will not be required to prepare material or teach lessons during this time.
- This language is predicated upon a seven (7) period day with one (1) hour being home room/lunch, one (1) hour for planning, and five (5) hours of the delivery of instruction and the agreed to bell schedule and 2016-17 calendar as attached.
- D. The normal weekly teaching load in the Senior High School (will be twenty-five (25) teaching periods, five (5) homeroom periods, and five (5) unassigned preparation periods) of the same duration and the Junior High School will be twenty-five (25) teaching periods, five (5) homeroom periods, and five (5) unassigned preparation periods of the same duration of the teaching periods. Teaching periods shall not exceed fifty-eight (58) minutes at the Junior High School and Senior High School. Homeroom periods in the Senior and Junior High shall not exceed thirty (30) minutes. One period may contain an additional six (6) minutes to conduct school business. All Association Members shall have a thirty (30) minute uninterrupted lunch period which shall include 5 minutes travel

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<sup>1</sup> The parties agree to meet and confer during the 2016-18 CBA if this language becomes an issue and further agree to explore it's meaning prior to a successor agreement.

<sup>2</sup> **Timely is intended to mean within approximately two (2) weeks from the event unless mutually agreed to otherwise.**

<sup>3</sup> **Excluding 6<sup>th</sup> grade classrooms which under the current staffing model may need to capture some instruction time during homeroom.**

time at one end or other of said lunch period at the Junior High School, and 6 minutes travel time at one end or other of said lunch period at the Senior High School.

The District agrees that elementary teachers missing their planning period due to the staggered start for school business shall be treated uniformly across the District. In order to address the loss of elementary teacher planning time the building administration will make every reasonable effort to make said teachers whole and to do so in a timely and equitable manner.

It is agreed that all cafeteria duty in all buildings will be voluntary.

From starting time to dismissal time, the elementary teachers shall not have more than five hours and thirty-five minutes of teaching time per day.

- E. Elementary teachers shall have unassigned time while their classes are receiving instruction from various teaching specialists. Teachers shall not lose their planning time due to a scheduled event. Each academic year the District will provide the delayed start action plan to the teachers.
- F. Teachers of music, art, the laboratory sciences, speech therapists, reading/curriculum consultants, visiting teachers, counselors, and all special education teachers shall be provided with relief and preparation time to the same extent as other teachers in their buildings. The District shall attempt to schedule such relief time in blocks of not less than thirty (30) minutes. Being replaced by a specialist teacher, such as a teacher of music, art, or physical education, shall not constitute preparation time as defined by this Article.
- G. If a teacher shall substitute during his or her preparation period or teaches summer school, they will be paid an hourly rate. If a BEA member volunteers to assume non-educational duties, those non-educational duties shall be paid on a pro-rated basis in 15 minute increments, with any increase in time bumping the pay into the next 15 minute interval. The salary schedule is based upon a normal weekly teaching load as defined in this Article. The work year (School Calendar) is defined elsewhere in this CBA. In addition to the teacher's base salary or given equivalent released time for all time spent after the regular school day, when directed, a BEA member shall be paid an hourly rate for the following activities: supervision of extra-curricular activities of students, teachers' meetings extending more than one (1) hour, or any part thereof, beyond school time of any day, Saturdays, Sundays, holidays, and attendance at any educational or civic functions. Extra duty assignments for which a salary has been established are excluded from the application of this section. The hourly teacher rate is as follows:

<b>\$29.17 per hour</b>
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- H. The District agrees to pay each counselor for not less than seven (7) and not more than ten (10) days beyond the school calendar at their daily rate; such days to be determined by mutual agreement between the counselor(s) and building administration. The District agrees to pay a junior high school counselor at their daily rate of pay for up to five (5)



days. It is also understood that each counselor can earn an additional three (3) days of unrestricted compensatory time, upon approval of the high school/junior high principal. For purposes of this agreement, a day shall include one hour for lunch and correspond with the closing of the high school/junior high main office.

- I. In lieu of being paid the hourly teacher rate for substituting during his or her planning period, a BEA member<sup>4</sup> may accumulate no more than six periods/hours (comp time) in the high school/ junior high school and elementary schools. Five and one-half hours of comp time shall equate to one sick/personal business day. Two and one-half hours of comp time shall equate to one-half of a sick/personal day. The accumulation of comp time only applies to subbing during a planning period. Any comp hours accumulated after six hours will be paid at the BEA hourly rate. BEA members may not carry comp time into the next school year. Any accumulated comp hours remaining at the end of the school year will be paid out at the end of the school year in which it was earned.

A list of teachers who wish to substitute during their planning periods shall be established at the beginning of each school year. The list will be in order of system wide seniority basis within each building for each period of availability and will continuously rotate through the list, providing all teachers on the list an opportunity to sub. Each building will maintain an accurate list which shall be available for inspection by the building AR.

Although a list is created at the beginning of each school year, BEA members may add themselves to the list at any point during the school year.

## **ARTICLE 5 TEACHING CONDITIONS AND CLASSLOAD**

### **A. Student Class Count.**

Because the pupil-teacher ratio is an important aspect of an effective educational program, the parties agree that class size should be lowered wherever possible to meet the optimum standards, except in traditional large group instruction or experimental classes where teachers have voluntarily agreed to exceed these maximums without establishing past practice. It is also advisable that in certain specialized areas class size should not exceed available workstations.

#### **1. Elementary Level Class Counts.**

Enrollment in the elementary and secondary grades shall be established as follows whenever possible. However, the District reserves the right to alter these class sizes by providing the impacted BEA member the appropriate remuneration and remains the sole determiner of whether or not to add a section or class.

Once the elementary numbers below are reached, the impacted BEA member shall earn a stipend of \$75.00 per student per semester based upon the following remuneration schedule. For the purposes of remuneration, the student(s) must be

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<sup>4</sup> This limit DOES NOT apply to counselors. (See Art. 4, Section H above)

in the impacted BEA member's class for the equivalent of one (1) quarter of the academic year.

**Enrollment in grades 1-6 shall be established as follows for 2016-17**

		<u>Stipend</u>	
		Optimum	Payment Shall
		<u>Size</u>	<u>Begin At</u>
1)	Young Fives range	1-15	16
2)	Kindergarten + Grade 1	1-25	26
3)	Grades 2 and 3	1-25	27
4)	Grades 4 and 5	1-27	30
5)	Grade 6	1-30	32

**Enrollment in grades 1-6 shall be established as follows for 2017-18**

		<u>Stipend</u>	
		Optimum	Payment Shall
		<u>Size</u>	<u>Begin At</u>
1)	Young Fives range	1-15	16
2)	Kindergarten + Grade 1	1-23	24
3)	Grades 2 and 3	1-25	27
4)	Grades 4 and 5	1-27	29
5)	Grade 6	1-29	30

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 and will not count in a co-taught classroom. Should the pupil-teacher ratio equivalency exceed thirty-two (32) students to one (1) due to these students, then for each equivalency over thirty-two (32), the homeroom teacher shall receive \$50.00 per semester. This stipend will be given only if it exceeds than the optimum size stipend.

**Note: The homeroom teacher shall receive either the \$75.00 or \$50.00 stipend, whichever is greater but they shall not receive both during the same semester.**

2. Secondary Level Class Counts.

**Enrollment grades 7-12 shall be established as follows for 2016-17:**

		<u>Stipend</u>	
		Optimum	Payment Shall
		<u>Size</u>	<u>Begin At</u>
		1-30	32



**Enrollment in grades 7-8 shall be established as follows for 2017-18:**

Stipend	
Optimum Size	Payment Shall Begin At
1-29	30

**Enrollment in grades 9-12 shall be established as follows for 2017-18:**

Stipend	
Optimum Size	Payment Shall Begin At
1-30	32

**Note: Pupil-teacher ratios in co-taught classes shall be limited to the above combinations and shall be limited in size to the high end of the optimum size.**

3. Special Education – special education classes for IEP students: in accordance with [https://www.michigan.gov/documents/mde/MARSE Supplemented with IDEA Regs 379598 7.pdf](https://www.michigan.gov/documents/mde/MARSE_Supplemented_with_IDEA_Regs_379598_7.pdf)

- a. Special education teachers shall have planning time on a daily basis. Further, during each semester, special education teachers shall be provided with substitute teachers of one and one-half day each semester on a date to be determined by mutual agreement with building administration, in order to conduct IEP meetings, confer with parents, and maintain/generate records/required documentation.
- b. Medicaid forms will continue to be filled out by the speech/language pathologist and special education teachers; however the directive shall come in a written form from the Executive Director of Human Resources and Labor Relations (HR-LR), not the ISD Director. Affected BEA members will be notified in writing by the Executive Director of Human Resources and Labor Relations (HR-LR) at onset of the academic year (no later than September 15<sup>th</sup>) if expected to maintain such Medicaid forms.
- c. No special education staff or other BEA members shall be required, outside of their schedule, to participate in an early intervention speech program.
- d. The administrators at both the elementary and secondary levels will make an effort to assign special education and 504 students within grades or section in such a manner that there is an equal and equitable distribution of students, based upon disabilities and needs. The following will take place with respect to the assignment of students referenced in this Paragraph:
  - Building administrators shall make the initial determination.
  - Building administrators will then consult with the impacted teachers in such a manner and within such a timeframe that changes can be made in the best interests of meeting the needs of students.
  - Since the identity and needs of most students are known to the District in the spring of the preceding academic year, those students should be placed

expeditiously and those placements communicated before the end of any current academic year.

- In the event the building administration and impacted teachers cannot agree, an ad hoc committee shall be formed in an effort to resolve differences. Both the District and the BEA shall appoint no more than four individuals each.
  - In the event an agreement is not reached as to an equitable distribution, the administration retains the right of assignment and the BEA retains its rights, as well.
- e. Child Study Team. Core curriculum teachers at grade levels Y5-3 who initiate a CST (Child Study Team or the equivalent) shall receive \$25.00 per student for the first two (2) students so referred

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 \$50.00 per semester. This shall be calculated at the mid-point of each semester.

At the secondary level, the District agrees to pay all regular education core curriculum teachers \$50.00 per student per semester for special education students assigned to the class load beyond the total special education student number of fourteen (14), based upon a schedule of five (5) core classes, or prorated for fewer than five (5) such classes. Both parties agree that combined classes that are jointly and voluntarily taught by regular and special education teachers are exempt from this calculation.

5. For students in an alternative placement, the tutor or in-school suspension coordinator shall ask the student's teachers for guidance in covering curriculum. The teacher shall determine whether to provide general framework or specific lesson plans. The tutor shall be responsible for correcting work and averaging grades, unless the teacher(s) indicate a preference to do so.

#### B. Teacher Equipment and Support.

The Board recognizes that appropriate texts, library reference facilities, maps and globes, laboratory equipment, audio-visual equipment, art supplies, physical education equipment, current periodicals, standard tests, computers, peripherals, and software, and similar materials are the tools of the teaching profession. The Board's representatives will confer from time to time for the purpose of improving the selection and use of such educational tools, and the Board undertakes to implement promptly all joint decisions made by its representatives and the Association. The technology department shall issue written notice to the Association members of work to be done over the summer months



with regard to replacement of technology equipment assigned to teachers. Having received said notice, it shall be the responsibility of the Association member to back-up any important data.

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

The Board/Building shall:

1. Provide a separate desk for each teacher in the District with lockable drawer space,
2. Provide suitable closet space for each teacher to store clothing and personal articles, which shall be equipped with a functional lock and key, upon written request by the member,
3. Provide adequate storage space in each classroom for instructional materials,
4. Provide playground supervisors during the pupils' lunch period recess. At the elementary level BEA members shall not provide playground supervision.
5. Provide 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.
6. Provide in each school adequate lunchroom, restroom, and lavatory facilities exclusively for adult use, and at least one (1) room, appropriately furnished, which shall be reserved for use as a faculty workroom. The lunchroom shall be provided with a functioning refrigerator, toaster-oven, microwave, and air conditioning. Said restrooms/lavatories shall be furnished with functioning exhaust fans. A minimum of one (1) teacher workroom shall be furnished with functioning copying machines, risographs, and air conditioning, and shall have priority use of same over other groups, unless said groups utilize same after the end of the school day.
7. Provide private telephone access shall be made available to teachers for their reasonable use.
8. Ensure buses will be made available to the teachers, subject to the approval of the principal, for field trips, inter-school programs, and other education activities.
9. Continue to support teachers in grades 6-12 to update the Home Access Center (HAC) on a consistent basis appropriate for the grade level and/or subject matter.
10. Continue to permit teachers in grades K-5 to communicate to parents in a manner consistent with the 1 to 1 initiative.
11. Provide and schedule those teachers a reasonable amount of time who are required to travel from building to building as part of their teaching responsibilities – typically 0.1 FTE, unless the parties otherwise mutually agreed to something different. No teacher shall be expected to use their lunchtime, conference time, or preparation time in order to fulfill travel requirements. Teachers who are required to travel shall have the right to reimbursement for mileage per the current IRS standard, to be adjusted annually.
12. Continue to inform the classroom teacher at the beginning of the school day when a paraprofessional or co-teacher will be or is absent.

13. Continue to be responsible for providing substitute teachers.
14. Continue a program for attendance summaries and collection of money other than by BEA Members; this will include, but not be limited to, lunch money, milk, pictures, and book money; and fourth (4th) Friday initial enrollment forms.
15. Continue to inform members of any students who are assigned to the teachers from the “Red Tag” list. Each Association member shall be given a hard copy of the data referenced in the “Red Tag” list. This list will be updated whenever the District is made aware of new information. Additionally, the District agrees to make available to Association members any information needed for students assigned to the member who is on an Individualized Development Plan or a 504 plan.
16. Not require members to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety, or wellbeing. The district shall maintain a method and means of reporting and tracking repair and maintenance requests. The Building principal will provide information to the teachers via scheduled staff meetings (i.e. start of year or periodically as needed) regarding the work order system utilized by the District for addressing repair and maintenance issues typically related to their work area(s). General classroom and staff lounge cleaning shall not take place while teaching is taking place, and general cleaning of staff lounges shall not take place during the regular instructional day.

**ARTICLE 6 CHAIRPERSONS, DISTRICT CURRICULUM COMMITTEES AND DISTRICT CURRICULUM COUNCIL**

- A. The District shall have a three-tiered system for handling curriculum matters. The tiers shall be as follows:
  1. This first-tier shall be at the building level, and will consist of a chairperson for each department. These “building level chairpersons” shall be jointly approved by the building principal and the Assistant Superintendent of Instruction of Student Services.
    - a. The following subject areas shall have “building level chairpersons” consisting of: English/Language Arts, Social Studies, Mathematics, Science, and Computer Technology.
    - b. The following subject area shall have a “building level chairperson” at the SECONDARY ONLY (JHS/SHS): Physical Education and Special Education.
    - c. The following subject areas shall have a “building level chairperson” at the SENIOR HIGH SCHOOL (SHS) LEVEL ONLY: Business, Counseling, Music, Art, Bedford Virtual Academy and World Language.

**THE BUILDING LEVEL CHAIRPERSONS<sup>5</sup>**  
shall be paid a stipend of \$1,455.00/yr.

<sup>5</sup> Chairpersons are not eligible for any additional “per meeting” stipend, i.e. Curr Comm or Curr Council.



2. This second-tier shall consist of each building department chairperson meeting with other building department chairpersons in the same subject area (i.e., all English/Language Arts department chairpersons from each building will meet).
  - a. This tier shall be called District Department Curriculum Committees.
  - b. Members of these committees shall be the Department Chairperson (the person designated as a chairperson in the first-tier) unless otherwise approved by the Assistant Superintendent of Instruction and Student Services.

**MEMBERS OF THE DISTRICT DEPARTMENT CURRICULUM COMMITTEE**  
 Shall be paid a stipend of \$50.00 per meeting.

3. This third-tier shall consist of a representative from each department who sits on a District-wide curriculum committee, and shall consist of one representative of each of the following subject areas: Science, Mathematics, English/Language Arts, Social Studies, World Language, Art, Music, Physical Education, Family and Consumer Sciences/Trade and Industrial Education, Special Education, Computer Technology, Business, Bedford Virtual Academy, District Media Specialist and Counseling.
  - a. This group shall be called the District Curriculum Council.
  - b. Individuals on the District Curriculum Council shall be appointed by the Assistant Superintendent of Instruction and Student Services.

**MEMBERS OF THE DISTRICT CURRICULUM COUNCIL**  
 Shall be paid a stipend of \$50.00 per meeting.

- B. The Assistant Superintendent of Instruction and Student Services, and the building principals shall write a job description for the position of chairperson, to be provided by administration no later than Orientation Day each academic year if changes have been made.
- C. Members of any tier listed in Paragraph A of this Article shall be given release time at the discretion of the Assistant Superintendent of Instruction and Student Services for meetings and assignments.

**ARTICLE 7 TRANSFERS AND PROMOTIONS**

**A. Transfers**

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 Executive Director of Human Resources and Labor Relations (HR-LR) 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. The District shall review transfer requests to determine the feasibility of the transfer. Requests for transfer shall be renewed once each year to assure active consideration by the Board. (Request for Transfer or Change of Assignment forms are available in the HR-LR office.)

B. Promotion

Any BPS teacher who shall be transferred subsequently become employed in a BPS to a supervisory or executive position and shall later return to a BPS teacher status shall be entitled to retain all the accumulated benefits as s/he may have had under the Agreement prior to such transfer and while serving in a BPS supervisory or executive position. In order for a BEA member to qualify for this benefit they shall have remained continuously employed by BPS during the relevant period of time. The parties agree BEA members in an acting administrative or shared (teaching-administrative) position will have no supervisory (including evaluating other BEA members) authority over other BEA members.

**ARTICLE 8 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/her 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/her 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/her salary reduced proportionately. Any teacher whose extended illness carries him beyond the number of days allowed to borrow by the contract shall be entitled to a hearing with the Superintendent or designee for consideration of borrowing additional days.

1. Unearned sick days borrowed, up to the maximum specified in this Article through a promissory note, are to be repaid (either by earned days or deducted at a per diem contract rate) within one (1) calendar year. Payment shall be made in full, no later than one (1) calendar year from the date of being borrowed.

B. Absence due to injury or illness incurred in the course of the BEA member's employment shall not be charged against the teacher's sick leave days. The Board shall pay to such BEA member the difference between his salary and the benefits received under the Michigan Workers' Compensation Act for the duration of such absence.

C. Each BEA member shall be entitled to one (1) day sick leave for each month of employment or major fraction thereof. At the beginning of the academic year each bargaining unit member shall be credited with ten (10) days of paid sick leave. If a BEA member leaves the District prior to the end of the school year, the number of annual sick days allotted shall be prorated at one (1) day per month times the number of months worked. If the number of days taken by the member exceeds the number of days allotted, a deduction will be taken from the member's final paycheck equal to the per diem rate



times the excess day(s) taken. The portion of each year's unused leave shall be carried over in future years.

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

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

In the event the teacher sick leave bank is inadequate with regard to the number of days needed by said member, another BEA member may donate up to a maximum of six (6) of his or her accumulated sick leave days per annum, to be utilized with regard to leave as a result of the serious illness or injury. The BEA member suffering the serious illness or injury or with the ill family member may not accumulate more than a maximum of forty (40) sick leave days under this provision.

- E. The Board reserves the right to require a doctor's certificate or other evidence of illness for a teacher's absence in excess of five (5) consecutive days. Requested examinations shall be at the Board's expense. Should such examining physician disagree with the opinion of the employee's treating physician as to the disability of such employee, or the extent of the restrictions or limitations of such employee, the employee will be referred to an independent third physician for examination and evaluation. This physician will be mutually agreed to by the employee and the District and will be paid for by the District.
- F. If a BEA member suffers a serious illness or injury and, due to such illness or injury, utilizes all of his or her accumulated sick leave days, another BEA member may provide such BEA member with up to a maximum of six (6) of his or her accumulated sick leave days per annum, to be utilized with regard to leave as a result of the serious illness or injury. The BEA member suffering the serious illness or injury may not accumulate more than a maximum of forty (40) sick leave days under this provision. A committee shall be formed to determine the eligibility of the employees' illness or injury. If the Committee members do not agree regarding eligibility, a doctors' verification of need shall be furnished to said committee prior to consideration of access to said sick days.
- G. Any BEA member having no absence chargeable against his/her earned sick leave days shall receive a bonus of one (1) sick leave day, posted at the end of each semester, in which said BEA member having perfect attendance for the entire semester will receive a

sum of two hundred and fifty dollars (\$250) no later than the second pay period after that semester ends. Absence without pay at any time during a given semester shall cancel the provisions of this paragraph except for up to three (3) days for observance of religious holidays as specified in Article 10, Section I (Leave of Absence).

#### **ARTICLE 9 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/her 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 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 10 LEAVE OF ABSENCE**

- A. Any teacher whose personal illness extends beyond the period compensated under Article 8 (Sick Leave) shall be granted a leave of absence without pay for the illness period. The Board may renew this leave at its option. Upon return from leave, a teacher shall be assigned to the same position, or a substantially equivalent position. Each teacher, while on such leave of absence, shall continue to receive benefits to the extent of the teacher's sick day allowance or as provided under the requirements of the Family and Medical Leave Act, or as modified by Article 8, E, whichever is greater.
- B. Leaves of absence with pay chargeable against the teacher's sick leave allowance shall be granted for the following reasons:
  - 1. A maximum of five (5) days per school year for critical illnesses in the immediate family. Immediate family shall be interpreted as father, mother, husband, wife, child, sister, brother, step-relative, father-in-law, mother-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandchild, grandparent, legal guardian, or a resident or dependent of the member's immediate household residence. Step-relatives within the definition of the immediate family shall include step-mother, step-father, step-sister, step-brother, step-child, or step-grandchild.
  - 2. A maximum of one (1) day per school year when an emergency illness in the family requires a BEA member to make arrangements for necessary medical or nursing care.
  - 3. A non-medical emergency not covered elsewhere in this agreement, not to exceed three (3) days. Approval is required by the Executive Director of HR/LR and is within their sole discretion and done on a case-by-case basis.



4. Any employee may take one sick day per year to attend or participate in a funeral in the event of the death of a person not defined in C1 below in this Article. The granting of such a request is within the sole discretion of the Executive Director of HR/LR and is to be done on a case-by-case basis.

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

1. Bereavement.

A maximum of five (5) days for a death in the immediate family. Immediate family shall be interpreted as father, father-in-law, mother, mother-in-law, husband, wife, child, sister, brother, grandchild, step-relative, daughter-in-law, or son-in-law. A maximum of three (3) days for death of a grandparent, brother-in-law, sister-in-law, or legal guardian, or resident or dependent of the member's immediate household. A maximum of one (1) day shall be granted for the death of an aunt, uncle, niece, or nephew. If travel time is necessary, the Executive Director of Human Resources and Labor Relations (HR-LR) shall determine the length of reasonable travel time allowed. A request for such leave shall be made within three (3) work days of member's notification of the death.

2. Personal Business Days.

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 Executive Director of Human Resources and Labor Relations (HR-LR) or his/her designee may grant the use of a personal day(s) when it is prior to and/or after a vacation period or holiday. However, the employee must submit their request in writing no less than five (5) work days in advance. Furthermore, the granting or denying of such request(s) will not be used to establish a viable past practice or evidence of some pattern. The decision is within the sole discretion of HR/LR or their designee and is to be done on a case-by-case basis. The parties agree that the District shall have the exclusive right to limit the number of teachers that may be granted a personal day on any given day. The District may limit the number of personal days granted on a given day based upon the date and time of the teacher's notification as indicated on the SEMS system (the teachers with the earlier notification shall be granted the personal day.) The District shall give the teacher a reason for any day refused.

One (1) additional personal business day will be provided to BEA members in their 12<sup>th</sup> year of service and beyond, for a total of three (3) and accumulated to a maximum of four (4) (if member carries over one (1) day from the previous year).

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

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

3. A member called for jury duty or subpoenaed as a witness to give testimony before any judicial tribunal agree that monies paid to the employee shall be given to the District; the District agrees to pay employee for the day(s) wages. The employee may keep any mileage reimbursement given.
  - a. A teacher called for U.S. Military duty or training shall be compensated for the difference between his regular teaching pay and the gross amount received for the performance of such obligation. The teacher shall present to the Executive Director of Human Resources and Labor Relations (HR-LR) a signed statement from his/her 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 Executive Director of Human Resources and Labor Relations (HR-LR).
  2. If a teacher applies for up to thirty (30) work days leave of absence for maternity purposes, it will be granted. Following this leave, said teacher will return to the position held at the time the leave was granted. The Board will maintain insurance protection during this period.
  3. If a teacher applies for a maternity or childcare leave for a portion of the current school year, it will be granted. A teacher, upon returning from this leave, shall be restored to his/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) above may be converted to Leave Number 3 (Three) above.

Maternity leave and/or childcare leave will be granted without pay, without experience credit, without sick leave accumulation, and without insurance benefits. Upon return from maternity and/or childcare leave, the teacher shall be restored to his/her same position on the salary schedule as when s/he 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.
- G. Teachers who are officers of the state association or are appointed to its staff should, upon proper application, be given leave of absence without pay for the purpose of performing duties for any recognized education association with national affiliation. Teachers given leaves of absence for one (1) year without pay shall receive credit toward their salary increment on the schedule appropriate to their rank.
- H. Upon application, the Board shall grant a leave of absence without pay to any teacher to campaign for or to serve in a public office. Leave of absence granted under this section shall not be counted as time taught.
- I. Returning to work following a leave as defined in Section A, F, or G will be permitted only at the beginning of a semester. Return at the beginning of the first (1<sup>st</sup>) second (2<sup>nd</sup>) or (3<sup>rd</sup>) quarter shall be contingent on existing vacancies.
- J. A teacher shall be allowed up to three (3) days per year to be excused without pay from teaching duties for observance of religious holidays. A teacher planning to observe a religious holiday must give one (1) week notification to the HR-LR office in order to be excused for the day.
- K. A teacher may request a leave of absence, not to exceed one (1) year, which may be granted at the discretion of the School District. The teacher shall place the request in writing to the Executive Director of Human Resources and Labor Relations (HR-LR).

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.

- L. A BEA member who attends a ceremony awarding a diploma/degree (i.e., high school/college) for self or immediate family (as defined under leave for critical illness) shall be eligible to receive one (1) extra personal business day to attend the event if it is held, or if travel is necessary, on a workday. Other exceptions may be made for attendance at similar events based on the sole discretion of the Executive Director of Human Resources and Labor Relations (HR-LR).
- M. Teachers on any and all leaves approved by the Board of Education shall be mailed, by certified mail (to address on file) a letter by March 1<sup>st</sup> requesting their intentions for the following school year. A response must be received by the Executive Director of Human Resources and Labor Relations (HR-LR), by certified mail, no later than April 20<sup>th</sup> of the current school year or their right to continued employment may, upon the decision of the Administration, be discontinued.
- N. A probationary teacher requesting a leave shall be informed by Administration as to how their time toward tenure will accrue.
- O. 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.

## **ARTICLE 11    TERMINAL REIMBURSEMENT OF UNUSED SICK LEAVE**

- A. Teachers retiring under the provision of the Michigan Public School Employees' Retirement System with at least ten (10) years of service in the Bedford School System will be paid fifty dollars (\$50) per day for each unused sick leave day not to exceed one hundred and forty (140) days of unused sick leave. Additionally, if a member submits written notification of the retirement to the Director of Human Resources and Labor Relations no later than January 15<sup>th</sup> of the year that they announce their retirement will receive a \$1,000.00 payment. If they have carried medical insurance through their final school year and terminate their coverage through BPS as of June 30 they will receive an additional \$2,500.00.
- B. Teachers resigning their positions after serving as teachers in the Bedford School System for fifteen (15) or more years will be paid twenty dollars (\$20) for each unused sick leave day not to exceed one hundred and forty (140) days of unused sick leave. Upon the



death of a BEA member with five (5) or more years of service, his or her estate will be paid at a rate of fifty dollars (\$50) for each unused sick day or personal business day, not to exceed one hundred and forty (140) days of unused leave time. Days donated by the sick bank will not be considered in this matter.

- C. Should the Board place a teacher on involuntary leave of absence for reasons of health, the teacher may elect to resign and receive payment for unused sick leave days due to him/her at his/her current daily rate of pay.

**ARTICLE 12 INSURANCE PROTECTION**

- A. The Board shall offer MESSA medical benefits and/or provide a level of medical benefits equal to what is currently provided.

The Board shall pay the “hard cap” as outlined in Public Act 152 of 2011 for each individual receiving medical benefits. Individuals are responsible for amounts that exceed the hard cap. A pre-tax payroll deduction, as permitted by the IRS, shall be available to the membership for this purpose. For individuals selecting the HSA Plan, if the annual premiums are below the “hard cap” the District will deposit the difference into those employees HSA accounts in January.

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

Plan Options (4)	In-Network Deductible	Co-Ins.	Office Visit Co-Pay	Prescription Coverage
MESSA Choices II – Traditional PPO Plan	\$500/\$1000	0%	\$20	Saver Rx Program
MESSA Choices II – Traditional PPO Plan	\$1,000/\$2,000	0%	\$20	Saver Rx Program
MESSA Choices II – Traditional PPO Plan	\$1,000/\$2,000	20%	\$20	Saver Rx Program
MESSA ABC Plan 1–Health Savings Account (HSA)	\$1,300/\$2,600	0%	\$0	ABC Rx Program

- 1. The following benefits are provided with your medical insurance:
  - VSP3 vision insurance
  - Delta Dental of Michigan (80/80/60/60/\$600:\$1,000)
  - \$20,000 life insurance
- 2. If an employee elects not to take the medical insurance – they will receive the following:
  - In Lieu of medical insurance payment of \$450.00 per Month<sup>6</sup>
  - VSP3 vision insurance
  - Delta Dental of Michigan (100/90/90/90/\$1,500:\$1,000)
  - \$20,000 life insurance

<sup>6</sup> Employees that are spouses to other Bedford Public BEA employees shall receive in lieu payments in the amount of \$50 cash per month. The rest of will remain the same for spouses as all other BEA employees. The spousal in lieu of payments will begin when the general fund balance is at 0.5% of the revenues (i.e. October audit). Spousal in lieu of will not be paid if the general fund balance is below 0.5% of revenues.

- C. The District will make Flexible Spending Accounts available.
- D. Long Term Disability.

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

LTD  
Reliance Standard

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

1. The employee will be responsible for all applicable taxes (federal, state, local, and FICA) and the Board will be responsible for the employer FICA.
  2. Any employee going onto LTD must first exhaust their individual sick bank (not BEA sick bank donations) prior to receiving any LTD benefits.
  3. The employee is also responsible for their MPSERS pension contributions while on LTD in order to ensure you receive your full benefit package upon your retirement.
- E. In the event a teacher dies while in the employ of the Bedford Public Schools, and providing the insurance policy permits continued dependent coverage, the Board shall continue to pay its existing health insurance premium payments for six (6) months after death.
  - F. Any teacher whose personal illness extends beyond the period compensated in Article 8 (Sick Leave) shall be granted a leave of absence without pay for the illness period. The Board may renew this leave at its option. If a teacher has exhausted all of their individually accrued sick leave, the Board will continue to pay existing Board paid premiums for medical insurance for said teacher for the duration of the member’s leave, but no more than 90 calendar days. The teacher must have returned to work for no less than ninety (90) calendar days in order to be eligible for a second application of this benefit.
  - G. The Board will continue to pay its existing insurance hospitalization premiums for any teachers whose employment is terminated at the end of the school year for a period of two (2) months (July and August). This shall not apply to retirees whose retirement health benefits are effective as of June 30<sup>th</sup> of the year of retirement.



- H. Employees or their dependents qualifying for District paid health care coverage, shall not receive any "abortion services or benefits" as part of the District paid health insurance benefits.
- I. Upon request of the employee, sick days may be frozen when an employee will be absent because of an illness or injury of eight (8) or more days, while the employee utilizes her/his short-term disability insurance. The employee shall inform the HR-LR Office in writing, prior to the eighth (8th) day or prior to the twenty-ninth (29th) day they are absent, of their intention of freezing their sick days. In the event written notification is not given, sick days will continue to be used.
- J. A laid-off teacher may continue, for up to one (1) year (or longer, if the carrier allows), his/her 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.
- K. Notwithstanding any other obligations in this Agreement, the District reserves the right to, in its sole discretion, select a health insurance carrier which offers a "bronze" plan that provides "minimum coverage" pursuant to 26 USC § 36(B)(c)(2)(C)(ii). The District shall not be obligated to select the same health insurance carrier for the "bronze" plan as the health insurance carriers providing health insurance to other bargaining unit members, however prior to implementing a "bronze" or similar package for those not currently eligible for health insurance, the parties agree to negotiate the coverage. If the parties are unable to reach an agreement prior to implementation of the law, the district can provide coverage described above.

### **ARTICLE 13      OFFICIAL PERSONNEL FILE (OPF)**

- A. Each teacher shall have the right upon making an appointment to review the contents of his/her personnel file. The review will be made in the presence of the administrator responsible for the safekeeping of the file or his/her designee. A log of those who have accessed the file and dates of access shall be attached to each file as it is opened or viewed. A record of materials copied and provided to the employee or designee shall be maintained. The District will follow state and federal mandates regarding permissible contents of the personnel files. A representative of the Association may, at the teacher's request, accompany the teacher in the review. Each teacher's personnel file shall contain the following minimum items of information:
  - 1. An up-to-date academic transcript; and
  - 2. Their valid Michigan teaching certificate

No detrimental materials may be placed therein without notifying the teacher in writing within ten (10) days thereafter. BEA members may file a rebuttal/comment to detrimental materials placed in their official personnel file by submitting the same to the Office of Human Resources and Labor Relations. If a copy is sent to the Human

Resources Office, the Executive Director of HR/LR shall cause same to be attached to the detrimental material, and placed in the BEA member's official personnel file.

If there is a disagreement with information contained in a personnel record, removal or correction of that information may be mutually agreed upon by the employer and the employee. If an agreement is not reached, the employee may submit a written statement explaining the employee's position. The statement shall not exceed 5 sheets of 8-1/2-inch by 11-inch paper and shall be included when the information is divulged to a third party and as long as the original information is a part of the file. If either the employer or employee knowingly places in the personnel record information which is false, then the employer or employee, whichever is appropriate, shall have remedy through legal action to have that information expunged. (*Ref. MCL 423.505, et al.*)

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

OPF information shall only be housed in the Office of Human Resources and Labor Relations. Any information not timely filed with the Office of Human Resources and Labor Relations shall not be placed in the employee's OPF. Staff must be notified, in writing, within ten (10) consecutive days of any information added to said personnel file. Hearsay, gossip, and anonymous complaints shall not be given credence by either party. The District will inform the BEA regarding information to be released to any party other than the BEA member whose file is in question.

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

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

## **ARTICLE 14 SENIORITY, SENIORITY LIST, CERTIFICATION, AND HIGHLY QUALIFIED STATUS**

### **A. Seniority and the Seniority List**

1. Seniority shall be determined by the total number of years of continuous service in the Bedford system to include legitimate leaves of absence.
2. Hard copies of the seniority list, including certification and endorsements, shall be provided to each BEA member by March 1<sup>st</sup> (first). One (1) additional hard copy



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

3. 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 Executive Director of Human Resources and Labor Relations (HR-LR) shall be notified in writing of the alleged error within ten (10) work 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.
4. After March 20, the seniority list shall be frozen until re-posted on March 1 of the following year. Accrual of seniority shall be made until the list is re-posted, except that additional highly qualified certifications and/or endorsements earned, shall be recognized upon appropriate proof being furnished to the District. Re-posting of the seniority list shall not be required in hard copy form until the next March 1 date.
5. 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 HR-LR office of his/her 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.

#### B. Certification & Highly Qualified Status

1. 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.
2. It is the responsibility of each employee to keep his/her 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/her certification.
3. Teachers who are being pink-slipped and who's highly qualified status will be changed by the beginning of the next academic year shall be obliged to notify the Executive Director of and Labor Relations (HR-LR) in writing by the end of the third (3rd) business day from the date of lay-off notice. The District shall furnish a copy of same to the BEA president.

#### C. Breaking Ties in Seniority

1. 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:
  - a. To the teacher who was assigned to the position in the prior year;
  - b. To the teacher who has been assigned to the position in the preceding five (5) years;

- c. To the teacher who has a major in the area;
  - d. To the teacher who has a minor in the area; and
  - e. Any further tie to be broken by a lottery.
2. The lottery shall be held at a time and place that reasonably would allow an Association representative to be present. The highest total of rolling two dice will determine the higher seniority.
  3. It is realized that the Association has an obligation to have a representative available for such a lottery.
  4. If a teacher, or teachers, is not able to be present at such a lottery, the Association representative shall participate in the lottery for such a teacher.

D. Breaks in Seniority:

1. The employee resigns.
2. The employee is discharged and not reinstated.
3. The employee fails to report to work upon notice of recall from lay-off by certified mail or telegram to the last known address. Such an employee shall be recorded as a voluntary quit. However, if he notifies the human resources office within five (5) days of notice of recall, exclusive of days when no mail deliveries have arrived, that the employee will be no more than five (5) days late in reporting to work, an employee may be reinstated.
4. The employee fails to report for work starting on the first regularly scheduled workday following the expiration of a leave of absence, or fails to secure an approved extension of a leave of absence.
5. All seniority is lost when employment is severed by resignation, retirement, or discharge for cause; however, seniority is retained if severance of employment is due to lay-off. In cases of lay-off, teachers so affected shall retain all seniority as of the effective date of lay-off.
6. 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.

E. Recall & Last Known Address:

Notification of recall shall be in writing with a copy to the Association. The notification shall be sent by certified and first class mail to the teacher's last known address. It shall be the responsibility of each teacher to notify the Board of any change in address. Recall letters sent to teachers shall include grade level, subject(s), and building location.

**ARTICLE 15 PROFESSIONAL BEHAVIOR**

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



shall make a good faith effort to resolve the complaints and facilitate a resolution of this matter.

- B. No bargaining unit member shall be disciplined for a reason which is arbitrary or capricious.
- C. A bargaining unit member shall be informed at the inception of any meeting or at such time during that meeting when information becomes known whereby disciplinary action is a possibility. The member shall be entitled to have present the first available a representative of the Association during any meeting which will or may lead to disciplinary action by the District. When a request for such representation is made, locating a representative shall not cause an undue delay. No action shall be taken with respect to the bargaining unit member until such representative is present.

#### **ARTICLE 16    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/her instructional responsibilities at an accredited college or university shall receive full reimbursement from the Board for fees levied by the college or university upon successful completion of such course.
- C. The Board agrees to provide, upon application to and approval of the principal or immediate supervisor, the necessary funds for teachers or coaches who desire to attend select professional conferences or clinics in their special areas. Travel, meals, lodging, and registration fees shall be deemed appropriate expenses of the Board. Substitutes will be furnished at the Board's expense. A teacher attending such conferences and meetings shall be granted sufficient leave time to attend without loss of compensation.
- D. A budget shall be set up for each building to be used for teacher conferences, workshops, or visitations to upgrade classroom work in areas of their specialization as approved in Paragraph C. If a member teaches in more than one area, they shall be eligible to attend conferences, seminars, etc. in all areas during the academic year.
- E. The School District will attempt to make available on-site computer training to those staff members desiring to improve computer skills, at no cost to staff members.

#### **ARTICLE 17    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/her teaching obligations will allow, with full particulars on the problem.
  2. Pupils appearing to require the attention of specialized personnel shall be referred to the administrative staff, who shall take immediate steps to provide diagnostic services. Removal of the pupil from the classroom shall be contingent upon the results of the diagnostic evaluation.
- B. The parties agree that any threats or acts of violence against BEA members shall be taken very seriously. Any such incident shall be promptly reported to the district's building-level administrator or designated representative. Additionally, the matter must be reported to central administration by said teacher, building-level administrator or designee no later than the close of the next business day. Central administration will maintain a confidential repository of such incidents in compliance with any applicable law, regulation or policy. The District will advise the teachers of his or her rights and obligations and shall render all reasonable assistance. The District shall, at the start of the school year, remind all staff of the location of the "incident" form related to severe or persistent student behavior concerns. The incident form shall be available on the District's website.

The member against whom the threat was made shall be immediately informed, if applicable, of the identity of the individual and nature of the threat, and shall have input before the student is returned to the jurisdiction of that teacher. In a spirit of mutual concern, administration will make every effort to keep staff informed of potentially dangerous situations.

- C. If any teacher is complained against or sued as a result of any action taken by the teacher while in pursuit of this employment, the Board will provide legal counsel and render all necessary assistance to the teacher in his/her 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 as a direct result of the performance of their teaching duties.



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

All BEA members who have direct instructional or medical responsibility with students under consideration for a 504 plan shall have the opportunity, with release time, to participate in meetings, and to provide input regarding potential accommodations. Teachers from that group shall be given the opportunity to attend the 504 meeting. 504 plans shall be reviewed annually or when transitioning with another building/program. Hopefully, students and parents shall be given meaningful roles to insure the viability of said accommodations.

## **ARTICLE 18 SCHOOL CALENDAR**

- A. BEA members need not remain in their buildings after student dismissal on 1/2 day record/grading days. For the purposes of teacher attendance, these days are full work days. Grades shall be due no sooner than 9:00 a.m. of the third (3<sup>rd</sup>) business day after the end of each marking period.

All elementary and secondary teachers shall be provided with four (4) half (1/2) days at the end of each quarter for record keeping and grading purposes. These half (1/2) days will coincide with the secondary exam schedule.

The calendar subcommittee shall resolve all issues for school calendar. The parties understand that starting and ending times may need to be adjusted to comply with the state requirements for instructional hours.

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

- B. When schools are closed because of "Act of God" days, teachers shall be excused from duty for the day, but shall work any rescheduled day without additional compensation. Teachers who do not work the rescheduled day will be subject to a pay dock. If schools close due to health and safety concerns, teachers shall not be required to report to the affected building.
- C. If, by April 30, schools have been closed for more than the maximum time allowable by the State due to Act of God occurrences, the tentative adjusted dates for the conclusion of

the school year for students and teachers will be determined and announced by the Board. If after Act of God occurrences (30 hours) have been used, and if more instructional time is necessary to meet the State minimum requirements, professional development time will be applied, as needed. Further, additional days, hours, and/or minutes necessary to satisfy the State instructional time requirements for AM and/or PM kindergarten shall be scheduled in advance when possible. The school year will be extended without interruption in June by the number of days, hours, and/or minutes necessary to meet the minimum days, hours, and/or minutes required by the State.

- D. In the event that "Act of God" days are not required to be made up by the State Legislature, the parties agree to revert back to the policy previously in effect which did not require the makeup of such days by students and teachers.
- E. Additional in-service (PD) days shall be mutually determined and scheduled between the Association and the Administration.
- F. School hours (i.e. school calendar/bell schedule) shall be negotiated between the parties and in compliance with applicable state law.
- G. Parent-Teacher Conferences will be a minimum of two (2) half-days for a total of 6 hours.
- H. The calendar committee will meet in order to publish a calendar on or before June 1.

## **ARTICLE 19    PROFESSIONAL COMPENSATION**

- A. The salaries of teachers covered by this Agreement are set forth in Schedule A, which is attached to and incorporated in this Agreement. Such salary shall remain in effect during the term of this Agreement provided, however, that upon written notice to the other party at least sixty (60) days prior to the expiration of this contract (the expiration date being June 30), either party may request the re-opening of negotiations of such salary schedule or any other clause or part of this Agreement. The "Plus Fifteen" (+15) semester hours and "Plus Thirty Six " (+36) semester hours on the salary schedule apply at the start of the next semester after they are earned and provided the BEA member has provided proof of same to the Executive Director of Human Resources and Labor Relations (HR-LR). At the Master's level the (+15) and (+36) hours must be earned after the date the Masters Degree was earned and provided the BEA member has provided proof of same. Official transcripts must be sent to the Executive Director of Human Resources and Labor Relations (HR-LR) prior to processing a degree change on the salary schedule.
- B. Degreed teachers under contract and holding certification shall be reimbursed by the Board at the rate of seventy-five (\$75) per semester hour and fifty dollars (\$50) per term/quarter hours for college hours earned while employed by Bedford Public Schools in areas related to their chosen field and beyond those hours required for continuing certification (eighteen (18) semester hours), for those classes beginning June 1, 2005 and thereafter. A teacher who is laid-off as of October 15 is eligible for such pay if both the



credits were earned and the teacher was employed when the course commenced. Proof of earned credits shall be submitted to the Executive Director of Human Resources and Labor Relations (HR-LR) and reimbursement shall be made following the regular Board meetings in January and June. This policy shall not be applicable to those teachers who receive grants from private foundations or state, federal, or local scholarships. Notification of this section shall be given to the teachers by the Administration in October and in May.

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

- C. The salary schedule is based on the regular school calendar and the normal teaching load as defined in the Agreement. Reimbursement equal to twenty percent (20%) of the teacher's current salary on Schedule A, capped at Step Five (5), will be paid to a teacher assuming an extra class for the entire school year at a building using the semester schedule. If a teacher at a building using the semester schedule only teaches for one semester, then the teacher will be paid at ten percent (10%) of the teacher's current salary on Schedule A, capped at Step Five (5).

Assignment of an extra class for the school year shall be voluntary.

This Paragraph was, and is, intended to provide coverage for occasional "orphan" classes with a .2 planning time filling in. It is not intended to avoid hiring a teacher. The Association President or designee shall be informed electronically of all .2 positions in the District.

- D. Teachers required in the course of their work to drive personal automobiles from one (1) school building to another shall receive a car mileage reimbursement. The same allowance shall be given for the use of personal cars for field trips or other business of the District. This per mile reimbursement rate will be adjusted annually on January 1<sup>st</sup> according to the Internal Revenue Service standard rate.
- E. Extra duties will be compensated in accordance with the Salary Schedules B and B1.
- F. 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.
- G. Teachers completing coursework that allows for a degree change on the salary schedule shall be compensated in the following manner:

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

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

- H. Upon completion of the 12th, 14th, 19th, 24th, and 27th years of service to Bedford, teachers shall receive longevity increments according to the chart below. Years of service shall include leave of absence (Article 10, Section D), sabbatical (Article 9), but not leave of absence due to sickness (Article 10, Section A) or child care related leaves (Article 10, Section E).

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

<u>Years of Bedford Public Schools Service</u>	<u>Longevity Amount</u>
Beginning of 13 <sup>th</sup> year through end of 14 <sup>th</sup> year:	\$ 432
Beginning of 15 <sup>th</sup> year through end of 19 <sup>th</sup> year:	\$ 866
Beginning of 20 <sup>th</sup> year through end of 24 <sup>th</sup> year:	\$1,298
Beginning of 25 <sup>th</sup> year through end of 27 <sup>th</sup> year:	\$1,732
Beginning of 28 <sup>th</sup> year:	\$2,164

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

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



- J. The District agrees to pay one-half (1/2) of the certification fee for the BEA member's process/examination; upon passage of the National Teacher Certification the instructor shall receive fifteen hundred dollars (\$1,500) annually per year as long as the certificate is valid. Any BEA member currently having attained, or in the process of attaining, said certification shall fully participate in this financial plan.

**ARTICLE 20 SPECIAL TEACHING ASSIGNMENTS**

- A. In order to be a cooperating teacher, one must meet the following requirements: (1) willingness to accept a student teacher, (2) principal's approval of one as a cooperating teacher, and (3) the cooperating teacher must be on tenure.
- B. Supervision by a teacher of a student teacher shall be voluntary and no teacher shall supervise more than two (2) student teachers per school year and none simultaneously. A teacher shall receive only the amount of reimbursement paid by the university or college.
- C. It shall be the responsibility of the administration to arrange for a substitute teacher.

**ARTICLE 21 PROFESSIONAL GRIEVANCE PROCEDURE**

- A. A grievance is a claim by a teacher or the Association that there has been a violation, misinterpretation, or misapplication of any provision of this Agreement.
- 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 Executive Director of Human Resources and Labor Relations (HR-LR).

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

- 1. It shall be the responsibility of the grievant to reduce any grievance to writing on the regular grievance form provided by the Association within ten (10) work days of the alleged grievance and submit it to the Executive Director of Human Resources and Labor Relations (HR-LR) within twenty (20) work days of the alleged grievance.
- 2. The time elements in the steps may be shortened, extended, or waived upon written mutual agreement between the parties. The parties recognize that a written record, i.e. email is the preferred manner to track due dates and any

variance. Furthermore it provides a repository for comments by either party as to relevant activities.

- C. Within five (5) work days of receipt of the grievance, the principal or supervisor shall meet with the Association in an effort to resolve the grievance. The principal or supervisor shall indicate his/her disposition of the grievance in writing within five (5) work 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 five (5) work days of such meeting or ten (10) work days from the date of filing and receipt of the grievance the grievance shall be submitted to the Executive Director of Human Resources and Labor Relations (HR-LR). Within ten (10) work days, the Executive Director of Human Resources and Labor Relations (HR-LR) shall meet with the Association on the grievance, shall indicate his/her disposition of the grievance in writing within five (5) work 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 Executive Director of Human Resources and Labor Relations (HR-LR), or if no disposition has been made within five (5) work days of such meeting or ten (10) work days from the date of filing and receipt of the grievance, the grievance shall be submitted to mediation. Only grievances scheduled for mediation will be heard at the mediation session. However, if time permits after discussion of all current pending grievances, the District may entertain issues that have not yet been resolved at previous informal meetings.
- F. If the Association is not satisfied with the mediation disposition of the grievance or if no disposition has been made within the period above provided, the grievance may be submitted to arbitration before an impartial arbitrator within thirty (30) days of the Association's receipt of the mediator's disposition of the grievance or if there is no decision by the mediator. If the parties cannot agree as to the arbitrator, he shall be selected by the American Arbitration Association in accord with its rules which shall likewise govern the arbitration proceeding. (The Board and the Association shall not be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not previously disclosed to the other party.) The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement. 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. 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.



- I. If any individual teacher has a personal complaint which he desires to discuss with a supervisor, he/she is free to do so without recourse to the grievance procedure. However, no grievance shall be adjusted without prior notification to the Association and opportunity for an Association representative to be present, nor shall any adjustment of a grievance be inconsistent with the terms of this Agreement. In the administration of the grievance procedure, the interests of the teachers shall be the sole responsibility of the Association.
- J. 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.
- K. 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).
- L. It shall be the function of the arbitrator, and he/she shall only be empowered to make a decision in cases of alleged violation of the specific Articles and Sections of this Agreement. The arbitrator's powers shall be limited by the following:
  - a. The arbitrator shall have no power to establish salary scales.
  - b. The arbitrator shall be limited to deciding whether the employer has violated the express terms of this Agreement.
  - d. In rendering decisions, the arbitrator shall give due consideration to the responsibility of management and the Association, and shall so construe the Agreement that there will be no interference with such responsibilities, except as they may be specifically conditioned by this Agreement.
  - e. In the event that a case is appealed to the arbitrator, on which the arbitrator has no power to rule, it shall be referred back to the parties without decision or recommendation on its merits.
  - f. The arbitrator shall not have jurisdiction to subtract from or modify any of the terms of this Agreement, or any written amendments hereof, or to specify the terms of a new Agreement, or to substitute his/her discretion for that of the parties hereto.

## **ARTICLE 22    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 19 (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. Any LOA or other such documents which reflect the agreement of the parties may be offered and/or incorporated into a successor collective bargaining contract provided the language is vetted through the traditional negotiation process.
- D. 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 BEA membership.
- E. Either party may invoke the mediation machinery of the Michigan Employment Relations Commission at any time or take any other lawful measures it may deem appropriate to reach an agreement.

**ARTICLE 23 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/her building principal and the HR-LR office on or before April 30. The HR-LR 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 HR-LR office in writing within twenty (20) work days after April 30.
- B. Teachers working in a part-time academic teaching position within the defined teaching day shall receive pro-rated compensation. Morning teachers will not be expected to attend meetings in the afternoon and afternoon teachers will not be expected to attend meetings in the mornings unless compensated for their time. The decision to create a shared or part-time position rests solely with the District. Teachers may submit suggestions for shared or part-time positions. Part-time or shared time teachers shall receive notice about how return rights to full-time vacancies are affected, if at all.

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

- C. Teachers working half-time or less shall receive credit for one-half (1/2) an increment.
- D. Teachers working more than half-time shall receive full incremental credit.



- E. Teachers working part-time shall be eligible for pro-rated employer contribution towards insurance provided the insurance carrier allows part-time employee coverage. The above shall be subject to the rules of an insurance carrier. For example: if the single subscriber health insurance premium is one hundred dollars (\$100), the employer will pay fifty dollars (\$50) provided the employee pays the other fifty dollars (\$50).
- F. Sick leave and personal days shall be pro-rated based on the portion of the day worked.
- G. Teachers working half-time or more shall receive full seniority credit.
- H. Teachers working less than half-time shall receive half seniority credit.
- I. The above rights and privileges shall not be granted or afforded to individuals working outside the defined school day. By way of illustration and not limitation: driver education, coaching assignments, and extra-curricular assignments.
- J. Student Intervention Providers (SIPs) will be hired through the auspices of building level committee. Salary: \$20.00 per hour up to (6.0) hours day. Conditions: It is agreed that the Student Intervention Providers work year will not exceed 150 days. It is further understood that the Student Intervention Providers shall receive no health benefits (unless mandated by law), nor acquire district seniority for Schedule A. The Student Intervention Providers shall be given one (1) personal day per year and three (3) sick days, at the beginning of the academic year or when hired. These positions will be offered on a semester-by-semester basis, based upon Title I funding. As long as monies remain available, however, said positions shall not be reposted within a school year. The wages, hours, and other conditions of employment for these positions will be negotiated with the Bedford Education Association.
  - 1. Building Principals shall have the option of using SIPs as classroom substitute teachers if no other substitute teachers are available. However SIPs shall not be required to act as a substitute more than four (4) times in a given school year, regardless of duration in acting as a substitute. SIPs shall be compensated at their daily/hourly rate, and on days in which SIPs are used as teacher substitutes those days will be added to the SIPs work calendar provided the work calendar does not extend into the last two (2) weeks of school, without prior written approval of the Assistant Superintendent for Instruction and Student Services or designee.
  - 2. If SIPs are not needed for snow delays/cancellations/delays, those days shall be added to their work calendar, provided their work calendar does not extend into the last two (2) weeks of school year unless days are needed to satisfy their individual contract days.
  - 3. SIPs shall be included in team meetings [typically three (3)] at the discretion of building in which the SIP is employed and as long as grant funds can be used.

4. SIPs who will be retained for the following school year shall receive a reasonable letter of assurance from the District no later than June 30<sup>th</sup>.
5. No BEA member shall evaluate any other BEA member acting in the capacity of a SIP.
6. The Assistant Superintendent for Instruction and Student Services or designee will procure instructional materials for the SIPs, provided that grant funds are available to procure such materials, which shall be made available in a designated location in each building.

#### **ARTICLE 24 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. Signed PDF & Word (or similar program) copies of this Agreement shall be shared electronically with the BEA president. The final signed PDF version shall be posted on the Bedford Public Schools website after ratification and approval by the District. Members of both Parties' negotiating teams shall receive an original signed printed copy.
- D. Any teacher required to work beyond the normal school year shall be compensated on the basis pro-rated from his/her normal salary. If said teacher is on an extra-duty schedule, this Article would not apply.
- E. The Association and Administration shall work together to provide for the smooth entrance and orientation of new teachers to our system.
  1. State law mandates a mentor for new teacher members for the afore-referenced purposes. For the first 3 years of his or her employment in classroom teaching, a teacher shall be assigned by the school in which he or she teaches to 1 or more master teachers, or college professors or retired master teachers, who shall act as a mentor or mentors to the teacher. The following shall be guidelines for the mentoring program:
    - a. The building administrator will determine which qualified internal teachers will serve as mentors from those that volunteer. Creation and selection of a mentor and mentee team should involve similar grade level



or subject matter experience and other relevant factors such as physical location.

- b. Duties:
  - i. Appointments shall be for one year unless either party requests a change, or the building principal decides it is in the best interest of the parties;
  - ii. Mentors shall have no involvement in the evaluation process and the mentor-mentee relationship shall, at all times, be collaborative and confidential;
  - iii. The district shall provide adequate resources and support for the mentor-mentee relationship to succeed; and
  - iv. The mentor and mentee shall meet bi-weekly to discuss such topics as building protocol, professional development, community information, adherence to the Master Agreement, Board regulations, classroom management, record-keeping, and diversity issues.
  
- c. Compensation: Experienced teachers shall receive two (2) hours of paid planning time (at current BEA hourly rate) each month for assisting the new teacher. Such compensation will be paid in December, and in June, upon submission of time sheets to be completed by the mentoring teacher, documenting meetings.

- F. 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.
  
- G. The School District does not support relatives supervising one another. (Relatives are defined in the bereavement language of Article 10 – Leave of Absence)
  
- H. A review and revision of the District's emergency and safety procedures will be done annually. Input from employee representatives will be sought in the development of the revisions. Representation from the Bedford Education Association will be included, as appointed by the BEA president or his/her designee.
  
- J. If any home-to-school communication program is initiated as a District-wide program, association representation from each applicable building shall participate in the development and implementation of said program, along with appointees, if any, by the BEA.
  
- K. The Bedford Board of Education and the Bedford Education Association encourage teacher attendance and participation at the building "open house." However, attendance at school open houses is voluntary, and sign-in sheets for open houses shall not be kept by District and/or Building Administration.

- L. Where it is represented that committees include BEA-sanctioned members, such members shall be appointed by the BEA president or his/her designee.
- M. The BEA and District agree that district-wide identification badges be worn during regular instructional hours. Said badges will be provided by the District. However any loss of said badge the employee bears the replacement costs.
- N. Board Policies and Administrative Regulations shall be made available on the District's website.

**ARTICLE 25 COMMON CALENDAR FOR SOUTH COUNTY CONSORTIUM**

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

**ARTICLE 26 DURATION OF AGREEMENT**

This Agreement shall be in full force and effect from January 1, 2016 to, and including, December 31, 2018, 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.

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# SCHEDULE A

## POST AUDIT FINAL 2016-17 Schedule A

Step <sup>7</sup>	BA	BA + 15	BA+36/MA	MA + 15	MA+36/SPEC
1	\$35,305.50	\$36,189.00	\$38,541.00	\$39,793.00	\$40,987.50
2	\$36,894.00	\$37,817.00	\$40,275.50	\$41,584.00	\$42,831.50
3	\$38,649.00	\$39,615.00	\$42,191.00	\$43,562.00	\$44,868.50
4	\$40,581.50	\$41,596.00	\$44,300.50	\$45,740.00	\$47,112.50
5	\$42,610.00	\$43,676.00	\$46,515.50	\$48,026.00	\$49,468.00
6	\$44,631.50	\$45,748.00	\$48,722.00	\$50,304.50	\$51,814.50
7	\$46,640.50	\$47,807.00	\$51,341.50	\$53,010.50	\$54,601.00
8	\$48,858.50	\$50,080.00	\$55,109.00	\$56,901.00	\$58,608.00
9	\$51,552.00	\$52,840.00	\$58,233.00	\$60,126.00	\$61,930.50
10	\$55,308.00	\$56,691.00	\$60,987.00	\$62,969.00	\$64,859.00
11	\$58,714.00	\$60,182.50	\$64,093.50	\$66,177.00	\$68,162.50
12	\$59,866.00	\$61,362.00	\$65,350.00	\$67,475.00	\$69,499.00

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<sup>7</sup> This does not mean years of service.

**Below is the language as TA'd(3/30/16)**

*For 2016-17 BEA members shall be paid at the same rate of pay as they were at the end of 2015-16, unless one of the three triggers described below are met.*

Schedule A for the 2016-17 – One of the following will apply, if “trigger” is satisfied:

**1. 2.625% Trigger:**

- a. Expenditures of \$40 million.
- b. 2.625% fund balance
- c. Fund balance of \$1,050,000.00
- d. If trigger is met, the salary schedule will be followed, and BEA members will move up one step from the 2015-16 (11/27/15) salary schedule.

**2016-17 Schedule A Levelled #1**

Step <sup>1</sup>	BA	BA + 15	BA+36/MA	MA + 15	MA+36/SPEC
1	\$35,000	\$35,875	\$38,207	\$39,449	\$40,632
2	\$36,400	\$37,310	\$39,735	\$41,027	\$42,257
3	\$37,856	\$38,802	\$41,325	\$42,668	\$43,948
4	\$39,749	\$40,743	\$43,391	\$44,801	\$46,145
5	\$41,736	\$42,780	\$45,560	\$47,041	\$48,452
6	\$43,823	\$44,919	\$47,838	\$49,393	\$50,875
7	\$46,014	\$47,165	\$50,230	\$51,863	\$53,419
8	\$48,545	\$49,759	\$52,993	\$54,715	\$56,357
9	\$51,215	\$52,495	\$55,908	\$57,725	\$59,456
10	\$54,032	\$55,383	\$58,982	\$60,899	\$62,726
11	\$57,004	\$58,429	\$62,226	\$64,249	\$66,176
12	\$60,281	\$61,788	\$65,805	\$67,943	\$69,981

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<sup>1</sup> This does not mean years of service.



## 2. 1.75% Trigger:

- a. Expenditures of \$40 million.
- b. 1.75% fund balance
- c. Fund balance of \$700,000.00
- d. If trigger is met, the salary schedule will be followed, and BEA members will move up one step from the 2015-16 (11/27/15) salary schedule.

### 2016-17 Schedule A Levelled #2

Step <sup>1</sup>	BA	BA + 15	BA+36/MA	MA + 15	MA+36/SPEC
1	\$34,850	\$35,721	\$38,043	\$39,280	\$40,458
2	\$36,244	\$37,150	\$39,565	\$40,851	\$42,076
3	\$37,694	\$38,636	\$41,147	\$42,485	\$43,759
4	\$39,578	\$40,568	\$43,205	\$44,609	\$45,947
5	\$41,557	\$42,596	\$45,365	\$46,839	\$48,245
6	\$43,635	\$44,726	\$47,633	\$49,181	\$50,657
7	\$45,817	\$46,962	\$50,015	\$51,640	\$53,190
8	\$48,337	\$49,545	\$52,766	\$54,481	\$56,115
9	\$50,995	\$52,270	\$55,668	\$57,477	\$59,201
10	\$53,800	\$55,145	\$58,730	\$60,638	\$62,458
11	\$56,759	\$58,178	\$61,960	\$63,973	\$65,893
12	\$60,023	\$61,523	\$65,522	\$67,652	\$69,682

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<sup>1</sup> This does not mean years of service.

### 3. 1.375% Trigger:

- a. Expenditures of \$40 million.
- b. 1.375% fund balance
- c. Fund balance of \$550,000.00
- d. If trigger is met, there will be an off schedule payment of 0.5% based upon 11/27/15 salary schedule. The 2016-17 Salary Schedule A would be the same as the 2015-16 Salary Schedule A (11/27/15).

#### 2016-17 Schedule A

Step <sup>8</sup>	BA	BA + 15	BA+36/MA	MA + 15	MA+36/SPEC
1	\$35,305.50	\$36,189.00	\$38,541.00	\$39,793.00	\$40,987.50
2	\$36,894.00	\$37,817.00	\$40,275.50	\$41,584.00	\$42,831.50
3	\$38,649.00	\$39,615.00	\$42,191.00	\$43,562.00	\$44,868.50
4	\$40,581.50	\$41,596.00	\$44,300.50	\$45,740.00	\$47,112.50
5	\$42,610.00	\$43,676.00	\$46,515.50	\$48,026.00	\$49,468.00
6	\$44,631.50	\$45,748.00	\$48,722.00	\$50,304.50	\$51,814.50
7	\$46,640.50	\$47,807.00	\$51,341.50	\$53,010.50	\$54,601.00
8	\$48,858.50	\$50,080.00	\$55,109.00	\$56,901.00	\$58,608.00
9	\$51,552.00	\$52,840.00	\$58,233.00	\$60,126.00	\$61,930.50
10	\$55,308.00	\$56,691.00	\$60,987.00	\$62,969.00	\$64,859.00
11	\$58,714.00	\$60,182.50	\$64,093.50	\$66,177.00	\$68,162.50
12	\$59,866.00	\$61,362.00	\$65,350.00	\$67,475.00	\$69,499.00

<sup>8</sup> This does not mean years of service.



**NOTE: Step Placement: New Hires and Rehires  
and  
Credit for Years of Service**

Teachers entering<sup>9</sup> the Bedford Public School system for the first time may be given full credit for up to five (5) years (start at Step 6) of prior teaching experience<sup>10</sup> on the BEA salary schedule, not including working in a substitute capacity. Additional years of service credit for outside teaching experience (non-BPS) may be recommended at the discretion of the administration. The Superintendent, or his/her designee, may recommend credit for other than public school or college teaching experience, if, in his/her opinion, it contributes to the qualifications of the teacher for a particular assignment. This could include, but is not limited to military service, Peace Corps, VISTA and other public/private sector job related experience, which would be in the same field as the teaching area assigned and a direct relationship exists. Ordinarily this would be work, which may be required for vocational certification. The Superintendent's, or his/her designee's, decision on relevant teaching experience and step placement at hire shall be at their sole discretion and is final.

Teachers re-entering the Bedford Public School system may be given full credit for all prior teaching experience<sup>11</sup> with the Bedford Public School District except for time working in a substitute capacity. The Superintendent's, or his/her designee's, decision on final step placement for teachers returning to Bedford Public Schools shall be at their sole discretion and is final.

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<sup>9</sup> Effective only for all newly hired teachers following the ratification date of this Agreement (October 6, 2016) and shall not be retroactive in any respect to teachers presently employed by the Bedford Public Schools. *(Delete this footnote in subsequent CBA's)*

<sup>10</sup> While teaching under a provisional or permanent state certificate with a recognized and accredited educational institution. Time earned will be prorated as necessary. Teacher must have **actually worked** over 50% of the then contractual teacher work year(s) in order to get 1 year of service credit (advance 1 step).

<sup>11</sup> While teaching under a provisional or permanent state certificate. Time earned will be prorated as necessary. Teacher must have **actually worked** over 50% of the then contractual teacher work year(s) in order to get 1 year of service credit (advance 1 step).

## EXTRA DUTY SCHEDULE B<sup>12</sup> - 2016-2018

Tier 1 Sports/Activity	Staffing	Stipend <sup>13</sup>
Boys' Basketball	1 Head Coach	\$5,625
	2 SHS Asst. Coaches	\$4,325 <sup>14</sup>
	4 JHS Asst. Coaches*	\$2,349 <sup>15</sup>
Girls' Basketball	1 Head Coach	\$5,625
	2 SHS Asst. Coaches	\$4,325
	4 JHS Asst. Coaches*	\$2,349
Volleyball	1 Head Coach	\$5,625
	2 SHS Asst. Coaches	\$4,325
	2 JHS Asst. Coaches	\$3,308 <sup>16</sup>
Wrestling	1 Head Coach	\$5,625
	3 SHS Asst. Coaches	\$4,325
	2 JHS Asst. Coaches	\$3,308
<b>Tier 1 Staffing Totals</b>	4 Head Coaches	\$22,500
	9 SHS Assistant Coaches	\$38,935
	4 JHS Assistant Coaches	\$13,232
	8 JHS Assistant* Coaches	\$18,792
		<b>\$93,459</b>

Tier 2 Sports/Activity	Staffing	Stipend <sup>17</sup>
Football	1 Head Coach	\$4,325
	7 SHS Asst. Coaches	\$3,308
	4 JHS Asst. Coaches*	\$2,349
Baseball	1 Head Coach	\$4,325
	2 SHS Asst. Coaches	\$3,308
Softball	1 Head Coach	\$4,325
	2 SHS Asst. Coaches	\$3,308
	2 JHS Asst. Coaches**	\$1,454
Boys' Track	1 Head Coach	\$4,325
	3 SHS Asst. Coaches	\$3,308
	1 JHS Asst. Coaches*	\$2,349
Girls' Track	1 Head Coach	\$4,325
	3 SHS Asst. Coaches	\$3,308
	1 JHS Asst. Coaches*	\$2,349
Roving Track	1 SHS Asst. Coach	\$3,308
<b>Tier 2 Staffing Totals</b>	5 Head Coaches	\$21,625
	18 SHS Asst. Coaches	\$59,544
	6 JHS Asst.* Coaches	\$14,094
	2 JHS Asst.** Coaches	\$2,908
		<b>\$98,171</b>

<sup>12</sup> 10% reduction of the Extra Duty Schedule B - Effective 2012-13

<sup>13</sup> **Stipend for Tier 1** Head Coach is deemed 1.0. Tiers 2, 3, & 4 are reduced by a multiplier of Tier 1.

<sup>14</sup> Stipend is .7688888 of Head Coach, Tier 1

<sup>15</sup> Stipend is .4176 of Head Coach, Tier 1

<sup>16</sup> Stipend is .5880888 of Head Coach, Tier 1

<sup>17</sup> **Stipends for Tier 2** Head Coach; SHS Asst. Coach; JHS Asst. Coach; and JHS Asst. Coach\*\*: .7688888; .5880888; 4176; and .2584888 respectively re: Tier 1 Head Coach Stipend.



<b>Tier 3 Sports/Activity</b>	<b>Staffing</b>	<b>Stipend<sup>18</sup></b>
Competitive Cheer	1 Head Coach 1 SHS Assistant Coach 1 JV Coach	\$3,308 \$1,400 \$1,250
Sideline Cheer Fall	1 Head Coach 1 SHS Assistant Coach	\$3,308 \$2,349
Girls' Swimming	1 Head Coach	\$3,308
Boys' Cross Country	1 Head Coach 0.5 JHS Asst. Coach**	\$3,308 \$ 972
Girls' Cross Country	1 Head Coach 0.5 JHS Asst. Coach**	\$3,308 \$ 972
Boys' Tennis	1 Head Coach 1 SHS Asst. Coach	\$3,308 \$2,349
Girls' Tennis	1 Head Coach 1 SHS Asst. Coach	\$3,308 \$2,349
Boys' Golf	1 Head Coach	\$3,308
Girls' Golf	1 Head Coach	\$3,308
Boys' Soccer	1 Head Coach 1 SHS Asst. Coach	\$3,308 \$2,349
Girls' Soccer	1 Head Coach 1 SHS Asst. Coach 1 JV Coach	\$2,558 \$1,599 \$1,500
<b>Tier 3 Staffing Totals</b>	11 Head Coaches 6 SHS Assistant Coaches 2 0.5 JHS Asst. Coaches**	\$36,388 \$14,094 <u>\$1,944</u> <b>\$54,426</b>

<b>Tier 4 Sports/Activity</b>	<b>Staffing</b>	<b>Stipend<sup>19</sup></b>
Robotics <sup>20</sup>	1 SHS Head Coach/District Coordinator 1 SHS Assistant Coach 1 JHS Head Coach 1 Elementary Head Coach	\$2,559 \$1,967 \$1,505 \$1,505
<b>Tier 4 Staffing Totals</b>		<b>\$7,536</b>

**Other Positions & Notes:**

- Coaches have the options of receiving their salary in one single payment at the end of their season or in two equal payments (mid-season and end) and must make their choice known to Athletic Director or designee in a timely manner.
- JHS Equip Manager **\$2,755**
- Hockey is self-funded. **Recommendation** would be to have hockey follow the Tier 3 pay scale.

<sup>18</sup> **Stipends for Tier 3** Head Coach; SHS Asst. Coach; and 0.5 JHS Asst. Coach\*\*: .5880888; .4176; and .1728 respectively re: Tier 1 Head Coach stipend.

<sup>19</sup> **Stipends for Tier 4** SHS Head Coach/District Coordinator; SHS Asst. Coach; JHS Head Coach; and Elementary Head Coach: .4549333; .3496888; and .2675555 respectively re: Tier 1 Head Coach stipend

<sup>20</sup> Robotics and creation of Tier 4 (Pre-grievance resolved) Total stipend increase from \$6,242 to \$7,536 (+\$1,294 )

## **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/her 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/her season (or as soon as possible) to evaluate the total program and all assistant coaches.
  - 1. All assistant coaches shall meet with their head coaches at season's end to evaluate their programs and agree in writing to their mutually agreed upon assignment contingent upon said program being implemented by the Board.
- F. The athletic schedule shall have a longevity factor in addition to the stipend listed below. The longevity shall be determined by the number of years an individual coaches within a particular sport in Bedford Public Schools. An individual who elected or was directed to discontinue coaching in a particular sport in Bedford shall, if reappointed to that sport at any time in the future, be given credit for such prior service in that sport up to, and including, five (5) years of such previous actual experience.

### **2016-18**

1 - 2 years:	None
3 - 4 years	\$226
5 - 6 years:	\$422
7 or more:	\$618

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



**EXTRA DUTY SCHEDULE B-1**

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

**Elementary Music Performances:**

Elementary musical performances, in addition to the Winter and Spring performances, which are outside of the regular school day, shall be compensated at the rate set below per performance. Requests for such performances will be submitted by the building principal for approval by the Executive Director of Human Resources and Labor Relations (HR-LR) at least three (3) weeks prior to the musical performance.

1/1/16 - 12/31/2018  
\$48.00

**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.

1/1/16-12/31/2018  
\$78.44

**School Improvement:**

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

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

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

1/1/2016-12/31/2018

Chairperson: \$1,350.00 per year  
Committee member: \$ 503.00 per year

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

**EXTRA DUTY SCHEDULE B-1**

<b>LOC</b>	<b>DESCRIPTION</b>	<b>No.</b>	<b>1-1-16 to 12-31-18</b>	<b>MAX Cost</b>
SHS	After School Marching Band Associate Director	1	\$4,455.00	\$4,455.00
SHS	After School Marching Band Assistant	3	\$1,500.00	\$4,500.00
SHS	After School Marching Band Director	1	\$5,790.00	\$5,790.00
SHS	Auditorium Manager	1	\$1,000.00	\$1,000.00
SHS	Before School Band Associate Director	1	\$600.00	\$600.00
SHS	Before School Band Director	1	\$800.00	\$800.00
SHS	Broadcast Journalism Advisors	2	\$899.10	\$1,798.20
SHS	Business Professionals of America	1	\$598.50	\$598.50
SHS	Class Advisors - Freshman	2	\$207.90	\$415.80
SHS	Class Advisors - Juniors	2	\$449.10	\$898.20
SHS	Class Advisors - Seniors	2	\$678.60	\$1,357.20
SHS	Class Advisors - Sophomores	2	\$227.70	\$455.40
SHS	Club Advisors	24	\$225.90	\$5,421.60
JHS	Club Advisors	19	\$225.90	\$4,292.10
SHS	DECA	1	\$598.50	\$598.50
ELE	Elementary Camp Participation	TBD	\$78.44	TBD
ELE	Elementary Music Performance. (3 per EL or 9)	3	\$48.00	\$432.00
ELE/JHS	6 <sup>th</sup> Grade Science Kit Stipend	TBD	\$484.20	TBD
JHS/SHS	Music Band MSBOA Coordinator	2	\$500.00	\$1,000.00
SHS	Music Graduation Director	3	\$150.00	\$450.00
JHS/SHS	Music Orchestra MSBOA Coordinator	1	\$500.00	\$500.00
SHS	Musical Director (1 production)	1	\$1,928.00	\$1,928.00
SHS	National Honor Society	1	\$598.50	\$598.50
JHS	National Junior Honor Society	1	\$598.50	\$598.50
ELE	Parking Lot Supervisor	4	\$450.00	\$1,800.00
SHS	Parking Lot Supervisor	1	\$1,350.00	\$1,350.00
JHS	Parking Lot Supervisor	1	\$1,350.00	\$1,350.00
SHS	Pep Band Director	1	\$1,928.00	\$1,928.00
JHS	Play Director (Limit of 3)	3	\$915.00	\$2,745.00
SHS	Play Director (1 Production)	1	\$1,928.00	\$1,928.00
SHS	Play Director Assistant (1 stipend per person per production)	3	\$915.00	\$2,745.00
SHS	Showcase Director (1 Production)	1	\$1,928.00	\$1,928.00
SHS	Soiree Singers Director	1	\$500.00	\$500.00
ELE	Student Council	4	\$225.90	\$903.60
JHS	Student Council Advisor	1	\$598.50	\$598.50
SHS	Student Council and Inter Club Council	1	\$1,080.00	\$1,080.00
SHS	Swim Coach Instructor	1	\$872.10	\$872.10
ELE	Web Master	4	\$487.80	\$1,951.20



LOC	DESCRIPTION	No.	1-1-16 to 12-31-18	MAX Cost
JHS/SHS	Web Master	2	\$487.80	\$975.60
SHS	Yearbook Advisor	1	\$899.10	\$899.10
JHS	Yearbook Advisor	1	\$899.10	\$899.10
Totals				

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**The following have been inactive but listed herein for historical reference.**

LOC	DESCRIPTION	No.		MAX Cost
SHS	Debate Coach	1	\$1,351.80	\$1,351.80
ELE	Elementary Summer School Bldg Dir – Math	4	\$325.80	\$1,303.20
ELE	Elementary Summer School Bldg Dir – Reading	4	\$325.80	\$1,303.20
	Family Career & Community Leaders of Am.			
SHS	FCCLA	1	\$595.80	\$595.80
SHS	GAA Advisor	1	\$1,351.80	\$1,351.80
SHS	Inter-Mural Manager	1	\$2,709.00	\$2,709.00
SHS	Newspaper Advisor	1	\$899.10	\$899.10
JHS	Newspaper Advisor	1	\$899.10	\$899.10
SHS	Ski Club Advisors	2	\$449.10	\$898.20
Totals				\$11,311.20

**SCHEDULE C**

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

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


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

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*The Bedford Board of Education approved this contract on October 6, 2016.*

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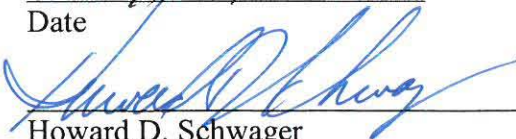
**SIGNATURES**

  
\_\_\_\_\_  
John Groll  
President, Bedford Education Association

12/15/16  
Date

  
\_\_\_\_\_  
Ronald Koch  
President, Bedford Board of Education

12/15/16  
Date

  
\_\_\_\_\_  
Howard D. Schwager  
Executive Director of HR/LR and Chief  
Negotiator for Bedford Public Schools

12/17/16  
Date