

## STIPULATION OF AGREEMENT

This STIPULATION OF AGREEMENT is made and entered into this 23rd day of July, 2013, by and between the negotiating committees for the Bedford Central School District (“the District”) and the Bedford Teachers’ Association (“the Union”).

WHEREAS, the parties have engaged in negotiations in good faith in an effort to arrive at a successor agreement to a contract that expired on June 30, 2013;

WHEREAS, the parties have arrived at a tentative agreement; and

WHEREAS, each party is in possession of a copy of this original document;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereby stipulate and agree as follows:

1. The provisions of this Stipulation are subject to ratification by the Union’s membership and the District’s Board of Education. Each member of each negotiating team shall recommend ratification.

2. The parties’ 2009-13 collective bargaining agreement shall be continued for a new three-year term ending June 30, 2016. The terms of the agreement shall remain the same except as stated herein.

3. All proposals made by either party during the course of negotiations shall be deemed withdrawn, except to the extent they are incorporated herein.

4. Unless otherwise noted, all dates involving the duration of the Agreement shall be conformed to the duration of the negotiated Agreement. Provisions in the contract that both sides agree are obsolete will be deleted.

5. Unless otherwise noted, all changes shall be prospective from the signing of the collective bargaining agreement.

**6. Compensation for Current Teachers and All Non-Teachers**

*Year 1 (2013-14)*

- A. Effective 9/1/13, employees are paid halfway between their 2012-13 step and their regular 2013-14 step.
- B. Effective 2/1/14, employees are paid at their regular 2013-14 step.
- C. Employees who are on top step in 2012-13 will receive a recurring \$750 payment by the second payroll in September. If the teacher is not on payroll the entire school year, this sum will be deducted from the final paycheck pro rata.
- D. No increases on the salary schedule.

*Year 2 (2014-15)*

- A. Effective 9/1/14, employees are paid halfway between their regular 2013-14 step and their regular 2014-15 step.
- B. Effective 2/1/15, employees are paid at their regular 2014-15 step.
- C. Employees who are on top step in 2013-14 will receive a recurring payment of \$750 by the second payroll in September. If the teacher is not on payroll the entire school year, this sum will be deducted from the final paycheck pro rata.
- D. No increases on the salary schedule.
- E. Add a new step halfway between the current steps 14 and 15A. The new step will stay in the schedule permanently. Employees who are scheduled to move onto Step 15A in 2014-15 shall not be subject to A and B above, but will go on the full new step effective September 1, 2014.

*Year 3 (2015-16)*

- A. Effective 9/1/15, employees are paid at their regular 2015-16 step.
- B. Employees who are on top step in 2014-15 will receive a recurring payment of \$1750 by the second payroll in September. If the teacher is not on payroll the entire school year, this sum will be deducted from the final paycheck pro rata.
- C. The top step in the salary schedule will be increased by \$750.
- D. Employees who were not on top step in 2014-15 will receive a recurring payment of \$1000 by the second payroll in September. If the teacher is not on payroll the entire school year, this sum will be deducted from the final paycheck pro rata.

**7. Compensation for Teachers Who Start Work After June 30, 2013**

The current salary schedule will be replaced by the following:

- A. Minimum starting salary will be \$69,500 for probationers and \$64,000 for leave replacements. (These numbers will be pro-rated for part-timers.) These minima will increase by 1% each year commencing 9/1/16. Each year, employees will receive a 1.75% increase, subject to Triboro. Upon receiving tenure, salary will be increased by \$4000. Articles 22(E) through (M) shall apply.
- B. The year after an employee is eligible for tenure, and every fourth year thereafter (i.e., for an employee without Jarema credit or prior tenure elsewhere, Years 4, 8, 12, 16, 20, etc.), an additional 1% salary increase will be available ("Gateway Increase"), conditioned upon the employee's demonstration in the immediately preceding year of appropriate progress in demonstrated learning and performance, measured to the extent practicable by objective means. The objective measures will align with A) district and state teaching

standards, district curriculum, district initiatives (e.g. new technology, literacy focus, or other); B) school goals and initiatives; and C) teacher-selected pathways (a, b, c) for professional and career growth. Gateway Increases will also depend on renewed demonstration of professional reflective practice (for example: reflection questions similar to those used for teachers pursuing tenure, statement of educational philosophy, portfolio of student and professional work, etc.) Gateway Increases will be subject to Triboro.

- C. The standards for measuring eligibility to receive Gateway Increases will be subject to collective bargaining, except that the criterion for moving beyond Step 3 shall remain the District's tenure decision, as it existed in 2013. In the event of an impasse over the standards, the District and BTA will each propose a detailed, comprehensive system, and submit their proposals to an impartial arbitrator to be selected by the parties. The arbitrator will only have the power to accept the proposal of one side or the other in its entirety, and will have no power to award any other system or to combine elements of each proposal.

Each five years starting in 2015, the standards for receiving Gateway Increases after the tenure increase shall be subject to renegotiation, and in the event of an impasse the arbitration procedure described above will be used.

- D. Teachers who meet the criteria for receiving a Gateway Increase one year early shall receive the increase one year early, so that it will be possible (but not expected, easy, or usual) for teachers to receive Gateway Increases as often as once every three years instead of once every four years.
- E. Teachers who meet the criteria for receiving a Gateway Increase after the expected year will receive the increase at that time, and the four-year cycle will be reset at that point, subject to D above.
- F. Tenured teachers may propose clusters of coursework adding up to 15 graduate credits for which they may receive a salary increase of \$1500 upon successful completion. The clusters shall align with the individual teacher's professional development plan and must be approved by the District. Courses for which teachers receive professional development stipends shall not count toward the 15 credits. (Article 22B, in reference to the course submission and payment dates, shall apply)

## **8. Professional Reflection**

Teachers hired on or before June 30, 2013 shall be eligible for a four-year cycle of evaluation and professional renewal. After teachers successfully complete their T3 year, they shall be eligible to move to a T4 year to earn a \$1000 nonrecurring stipend upon proof of continued competence and professional growth as specified below.

In order to earn this T4 year, teachers must have no "ineffective" ratings on any row of the teacher practice rubrics during the prior Years T1 through T3, must show progress and/or demonstrated learning on any "developing" rows over T1, T2, or T3, and an "effective" or "highly effective" overall 60-point APPR rating. The District may permit in its discretion a T4 reflection year if any of these criteria are not met, but T4 is deemed in the best interests of the teacher's professional growth.

Teachers who do not qualify for T4 shall remain on T3 until they complete T3 satisfactorily.

Teachers in the T4 year will submit a written reflection with regard to each of the district teaching standards and expectations (similar to those submitted by tenure candidates currently) as well as a statement of their philosophy of education and a statement of how the teacher has grown professionally over the past 3 years. Teachers in the T3 year shall elicit written student feedback on their performance to be used in their T4 reflection. This feedback will be seen only by the teacher.

The building principal and/or other designee of the Superintendent will determine if the teacher has successfully and in good faith completed the requirements for professional renewal stated above. This determination will be subject to review using the same procedures used for the appeal of APPR ratings.

Teachers who have successfully and in good faith completed the requirements for professional renewal stated above will receive a nonrecurring stipend of \$1000.

#### **9. Time and extra duties**

- A. A joint District/BTA committee will be created to study and recommend changes in the length of the elementary student day, teacher work day, work load, school year, and other professional responsibilities. The committee's recommendations will be considered by the District and BTA.
- B. A joint District/BTA committee will be created to study and recommend changes in the length of the secondary student day, teacher work day, work load, school year, and other professional responsibilities. The committee's recommendations will be considered by the District and BTA.
- C. Teachers who have been designated to be team members of RTI committees with substantial duties outside the regular school day and who have at least one full year's experience and training in that role will be paid a stipend of \$1500.
- D. Increase the ECT stipend to 5% of salary. This will include payment for five workdays over the summer. Teachers who receive the ECT stipend shall receive no additional stipend for being assigned as "teacher in charge."
- E. Nurses with more than 15 years of service will receive a longevity stipend of 3% the Step 10 salary.
- F. The mentorship stipends in Article 22(M)(2) and (3) will be increased to \$1000 and \$1500, respectively.
- G. The stipend for the musical choreographer will be increased to \$2200. Stipended co-curricular music ensembles will be listed separately from clubs.

#### **10. Health Insurance, Dental Insurance, and Vision Coverage**

- A. Coverage for dental implants will be added in Year 2.
- B. Commencing Year 2, intrauterine artificial insemination benefits will be made available in whole or in part for in vitro fertilization. The maximum benefit for both procedures combined shall not be more than the current maximum benefit for intrauterine artificial insemination.
- C. Coverage for acupuncture will be added in Year 2.
- D. Basic eyeglass coverage will be added in Year 2.
- E. Starting Year 2, the District will contract with a service to help unit members navigate the health insurance plan, at a cost of no more than \$20 per covered employee per year.
- F. Reverse the effect of the recent arbitration award by adding the following after the phrase "all costs for health insurance" in Article 24(A)(1)(4): "(i.e., the self-insured health benefit program as integrated with the standard cost of Medicare Part B)." Also, add the following: "The District will reimburse retirees for all

Medicare Part B premiums except those that are incurred because of the retiree's income level; provided, that the District will reimburse retirees for the additional premium charged by Medicare Part B for the lowest level of income-based surcharge. For example, in 2013, the District will pay for all Medicare Part B premiums charged to married retirees filing jointly whose modified adjusted gross income is up to \$214,000 per year."

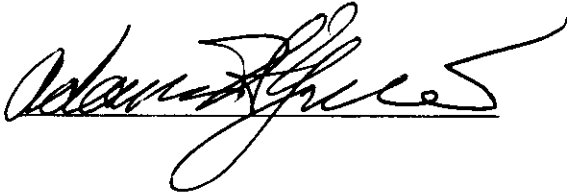
- G. Replace Article 24(L) with the following: "Same-sex domestic partners who are covered for fringe benefits as of March 1, 2013 will continue to be so covered through December 31, 2014. From January 1, 2015 on, same-sex domestic partners, like opposite-sex domestic partners, will be eligible for fringe benefits only if they are married or live in a state where same-sex couples are not permitted to marry."
- H. In Article 24(A)(4), provide for the pro-ration of part-timers' health insurance coverage.

#### **11. Miscellaneous**

- A. Delete Article 9(I)(7) (p. 12), relating to the Preferred Eligibility List (illegal)
- B. Delete the second-to-last sentence of Article 4(A)(1), so that there is no restriction on the evaluation of involuntary transferees. (contrary to APPR plan)
- C. Replace Article 5(B), p. 6 with the following: "To the extent possible, all vacancies for summer school, evening school, and summer academy extended school year shall be filled by regularly appointed qualified teachers. The District will have the discretion to hire for these positions based on qualifications, past performance in these programs, past performance during the regular school year, and fitness for the particular position to be filled. These factors will be measured objectively to the extent practicable."
- D. Add the following to Article 9(E), p. 9 (Teacher right to discuss any complaint with complainant): ", but may insist that an administrator schedule and be present at any such discussion. Within five calendar days of the teacher's request, the administrator shall make all reasonable attempts to schedule the meeting for a date within two weeks of the teacher's request."
- E. In Article 9(K), clarify that part-timers receive seniority pro rata.
- F. In Article 12(A)(1), p. 19, require teachers to give at least three months' notice of childcare leave. The teacher may modify or rescind the notice, as long as a reason is provided.
- G. Amend the Retirement Award, Article 23, p. 60, so that part-time service is pro-rated, so that if a teacher worked part-time in a year other than his/her final year, that year will count as a partial year of service.
- H. Delete Article 32(B)(1), p. 76 (early termination)
- I. Change Appendix C, Principle I, #8, p. 96, to bar all private paid tutoring of all students in the teacher's building, not just of the teacher's own students. This provision shall take effect September 1, 2013 for elementary teachers and September 1, 2014 for secondary teachers. The District will make a good faith effort to cooperate with nearby school districts to facilitate arrangements where secondary teachers of one school district can be recommended to tutor students of another school district. BTA may cancel this provision effective June 30, 2015 by giving notice on or before February 1, 2015 that teachers have unfairly lost tutoring opportunities as a result of other school districts' failure to participate in such arrangements in good faith. This provision does not apply to teachers teaching classes for a company that operates a storefront tutoring service.

- J. Whenever practicable, the coordinator will give the faculty of the department an opportunity to review teacher schedules for the following school year and provide feedback before those schedules are finalized.
- K. Before an elementary teacher is reassigned involuntarily two consecutive years, the building principal will notify the Superintendent and the President of the Association.
- L. The September 2008 side letter on Physical Therapists will be incorporated into the contract.
- M. Distance learning courses shall not be offered in such a way that they cause layoffs of unit members.

For the Bedford Teachers' Association:



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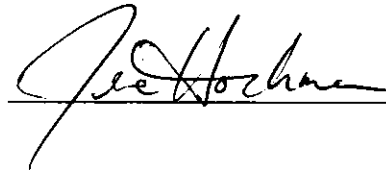
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For the Bedford Central School District:



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