

STIPULATION OF AGREEMENT

This STIPULATION OF AGREEMENT is made and entered into this 17 day of August, 2010, 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, 2009;

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’ 2005-09 collective bargaining agreement shall be continued for a new four-year term ending June 30, 2013. 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 All proposals made by either party during the course of negotiations shall be deemed withdrawn, except to the extent they are incorporated herein.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 (e.g., references to the District's predecessors and references to pay telephones) will be deleted.

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

6. Salaries: Salaries will be calculated as follows:

2009-10—The regular step increase has already been paid. Employees who were already on top step for all of 2008-09 will receive a 1% increase in their salaries. This 1% will be paid by the District within two weeks of final ratification of this Agreement.

2010-11—No employee will receive a step increase. Every unit member will receive a one-time stipend of \$2700, to be paid out in two equal payments in January and June of 2011. Employees who do not work the entire school year will receive a pro-rated share of the \$2700.

2011-12—Regular step increases will be paid. The salary schedule will be increased by 2% over the 2009-10 schedule.

2012-13-- Regular step increases will be paid. The salary schedule will be increased by 1.5% over the 2011-12 schedule.

7. Professional Development Stipends: The following shall be added as a new provision in the contract:

Commencing in the 2011-12 school year, base salary may be supplemented by new Professional Development Stipends ("PDS's"). The total pool for PDS's shall be up to 1% of the total base salaries for the unit as of September 1 of each year, in addition to the salaries set forth in the salary schedules.

PDS's will be distributed according to a procedure to be determined by a joint District/BTA committee. This committee will continue the work that it began in the 2009-10 school year. The procedure will involve cycles of goal-setting, professional growth, and evaluation.

Teachers will have the opportunity to make a selection from one or more varieties of professional development. Expectations for professional development will include goal-setting, progress in identified areas, and evaluation. Student achievement and previous evaluations will be considered when setting goals. Objective metrics will be used to measure progress. Expectations may also include action research, empirical research, and reflection on practice. Teachers who have achieved their professional development goals shall be awarded a PDS to be determined according to the procedures to be agreed upon by the joint committee.

The specifics of how PDS's are earned, and of how their sizes are determined, will be governed by the joint committee.

The District shall be obligated to spend all the money budgeted for PDS's (i.e. 1% of payroll) if and only if targets are met for the percentage of eligible teachers who choose particular varieties of professional development, and for the percentage of eligible teachers who participate in the District's professional development program in good faith. The targets will be set by the joint committee, continuing the work it began in the 2009-10 school year. If the targets are not met, then the District will pay PDS's to those teachers who have earned them, in accordance with the methodology to be determined by the joint committee, but the District will not be required to spend the 1% maximum.

On or before any February 1 starting with 2012, the District may for any reason suspend this section on Professional Development for the following school year, and the money that would otherwise have been spent on PDS's in that school year will not be spent.

In the event that the joint committee fails to agree on or before December 1, 2010 upon a procedure for implementing this section on Professional Development that is acceptable to both the District and the Union, then Martin Scheinman will mediate the dispute. If mediation fails, then Mr. Scheinman will have the power to impose

a procedure that he concludes the parties would have reached had both sides continued to negotiate reasonably and in good faith. Such a procedure will be announced no later than January 25, 2011, so that the District will be able to timely decide whether to proceed with the program for the 2011-12 school year.

8. Changes in Tenure Areas: A new Section XI(D) shall read as follows:

A teacher who agrees to change tenure areas will continue to move up the salary schedule as if he/she had stayed in his/her initial tenure area. The teacher may return to his/her initial tenure area at the beginning of a semester within two years of the change.

9. Distribution of IEP's: A new Section XIX(F)(3) shall read as follows:

To the extent practicable, teachers shall receive the IEP's of their students at least one week before classes begin.

10. Career Differentials: In Article XXII(F), on p. 47, clarify that "in the profession" refers only to work for which a state certification is required.

11. Summer Days for Department Coordinators: In Article XXII(G)(3)(paid summer days for department coordinators at District's discretion), "seven (7)" shall be changed to "fourteen (14)."

12. Home-Bound Instruction: Change the last sentence to the following: "Compensation for home-bound instruction shall be \$75 per hour."

13. Extracurricular and Athletic Activities: Update the lists in Article XXII.

14. Health Insurance Contributions: In Article XXIV(1)(2), increase the contribution rates as follows:

2010-11: 11.5%
2011-12: 13.0%
2012-13: 15.0%

15. Retiree Health Insurance: Provide that for employees hired effective on or after 7/1/10, retirees must pay the same percentage of premiums as they paid when they were active employees, until they become eligible for Medicare, at which point their contributions will cease.

16. Weingarten Rights: A new Article XXV(L) shall be added to read as follows:

Teachers who are interviewed by administration with regard to an incident for which the interviewee may be disciplined shall be given the opportunity to have a union representative present at the interview if they so request. The rules under the “Weingarten” doctrine shall apply. As long as these rights continue to be provided under the Taylor Law, this provision shall not be subject to arbitration.

17. Elementary Staff Development and Planning Time: Add the following to Article XX(1)(d) on page 39:

Elementary school schedules will continue to include routine rotations of elementary classes in the library, as per the practice that prevailed in 2009-10. For a minimum of 25 minutes per week, classroom (homeroom) teachers will not be required to remain with their class for this library instruction and/or reading selection time while their students are under the supervision of the librarian, but may instead use that time for preparation.

A study committee comprised of elementary school teachers, principals, and central office administrators will convene to review the calendar, school day, and schedule of comparable school districts and to discuss means of accommodating maximum time for instruction and quality planning. The work of this committee will be merged with recommendations of a preK-12 school and community examination of the school calendar, and considered by the District and the Union for possible changes to this collective bargaining agreement.

18. Language Cleanup:

Article III(E), p. 4 (Criteria for filling vacancies)—Add: “and the best interests of the District” (as in Article II(C)).

Article V(E), p. 7 (Special rule for evening school English teacher)—Delete.

Article IX(I)(5), p. 11-12 (Continued health insurance for excessed teachers)—Add the following: “In order to receive the continued coverage, the teacher must pay the same percentage of the premium as he/she paid before the layoff.”

Article XII(A)(1), p. 17 (Child care leave)—In the first sentence, change “care of a child” to “care of a newly-born or newly-adopted child,” to conform with the last sentence, and in light of Article XII(I).

Article XIII(B)(1), p. 21—Change “I” to “J.”

Article XIV(A)(3), p. 24—Delete “and (3).”

Article XIV(C)(1), p. 26—Clarify that bereavement leave and family illness leave come from the same allotment.

Article XVIII(C), p. 34 (Pay telephones)—Delete.

Article XX(A)(1)(f), p. 39 –change “workday” to “student contact time.”

Article XXI(B), p. 43 (Return to pre-1975 calendar if possible)—Delete.

Article XXV(K)(1), p. 66—Change “Article 14(I)” to “Article 14(H),” and change “a teacher” to “teachers.”

Article XXX(C), p. 74 (Individual contracts)—Change “shall be to this Agreement” to “shall be subordinate to this Agreement.”

Appendix C, p. 96—Update the Code of Ethics of the Education Profession to the current version, for example adding sexual orientation and sex as protected categories in Principle I, Item 5 and Principle III, Item 1.

For the Bedford Teachers' Association:



For the Bedford Central School District:




