

BREMEN PUBLIC SCHOOLS

Bremen, Indiana

MASTER CONTRACT FOR CERTIFIED TEACHERS

by agreement between

THE BOARD OF SCHOOL TRUSTEES OF BREMEN PUBLIC SCHOOLS

AND

THE BREMEN EDUCATION ASSOCIATION

EFFECTIVE

JULY 1, 2009

TO

JUNE 30, 2012

**ARTICLE I
RECOGNITION**

- 1.1. The Board of School Trustees of Bremen Public Schools, hereinafter referred to as BOARD, hereby recognizes the Bremen Education Association, hereinafter referred to as BEA, as the exclusive representative of the members, hereinafter referred to as teachers, of the following bargaining unit.
- 1.2. The bargaining unit shall include all certificated personnel under contract with Bremen Public Schools, with the exception of all Central office personnel, building level administrators, and athletic directors.

**ARTICLE 2
BARGAINING UNIT RIGHTS**

Teachers shall have the following rights through the BEA, their exclusive representative:

- 2.1. If, as scheduled by the BOARD or administration, general meetings are held exclusively for all teachers of Bremen Public Schools during the first two (2) days of the regular contract year, time will be included on the agenda of the first of said meetings for a representative who will speak and the approximate amount of time needed to speak. Failure to supply said information may constitute a waiver of this right for the school year involved.
- 2.2. With the prior approval of the building principal or the superintendent, the BEA shall have the right to use school facilities for meetings, when the requested facility is not needed for school purposes.
- 2.3. The BEA may post notices of BEA concern on bulletin boards designated by the principals, in teacher's lounges. The BEA may use mail boxes in each instructional facility for the purpose of communicating with teachers. With the prior approval of the building principals, the BEA may make announcements relative to BEA concerns during building level faculty meetings, at a time designated by the building principal. Notices of meetings or items of BEA interest may be announced during daily announcements in each building, provided said notices are scheduled according to established regulations in each building for scheduling of announcements.
- 2.4. When any member of the BEA or any teacher represented by the BEA is required by the BOARD or administration to meet with the BOARD or administration during the regular school day, said BEA member or teacher shall be allowed to attend said meeting without loss of pay or use of leave benefits.

- 2.5. Upon oral request, the agenda and appropriate supporting materials, as determined by the superintendent, for each public BOARD meeting will be given to the BEA President, or his/her designated representative. Said agendas and appropriate supporting materials will be available at least twenty-four (24) hours in advance of meetings and may be obtained in the Administration office.
- 2.6. Nothing contained herein shall deny to any teacher his/her rights under the United States Constitution or the Constitution of the State of Indiana.
- 2.7. The BEA president shall be allowed two (2) days per school year for the conduct of BEA business. Such days may be taken in one-half day increments, and the BEA shall pay the cost of the substitute.
- 2.8. Teachers may see and copy their personnel files. Materials shall not be placed in the teacher's file unless the teacher has had an opportunity to review and respond to materials placed in the file. The teacher shall initial and date the materials to indicate he/she has reviewed the material.

ARTICLE 3 TEACHER HOURS

- 3.1. The regular contract year for teachers shall consist of one hundred eighty-five (185) days. For the 2000 – 2001 school year the additional day will be added to the end of the school year. Beginning with 2001 – 2002 school year, and each year thereafter, the additional teacher work day will be added at the beginning of the school year. There will be no administrative meetings, agendas or other duties required of the teachers.
- 3.2. Teachers shall report for duty at 7:45 a.m. and shall remain available for duty until 3:15 p.m. Administrators shall arrange each regular full-time teacher's daily schedule to provide thirty (30) minutes between 10:00 a.m. and 2:00 p.m. for a period free of duties. This thirty (30) minute period shall not include passing time. In addition, administrators shall arrange each regular full-time teacher's schedule to have a minimum of three hundred (300) minutes per week free from regular assigned student supervision duties other than paid extra-curricular duties. This time shall be used for planning, preparation of instruction materials, lesson rehearsals, parent conferences, student conferences and individual conferences with administrators. The provision of daily planning time does not apply during scheduled school assemblies, emergency dismissal days, student-free days, or when school is not in session.
 - a. K-8 teachers employed over half-time (four periods or more), but less than full time are entitled to a pro-rated preparation period based on the number of periods contracted (i.e. four periods = 4/7 prep period). Does not apply to teachers who are job sharing.
 - b. Teachers employed over half-time (three periods or more in a trimester schedule), but less than full time are entitled to a pro-rated preparation period based on the number of periods contracted (i.e., three periods = 3/5 prep period). Does not apply to teachers who are job sharing.

- 3.3. When school is in session and there is an emergency closing, teachers may leave the building after completion of their assigned duties.
- 3.4. Routine building staff meetings involving the entire teaching staff will be scheduled during the normal teacher work day. Teachers shall not be required to attend a meeting or portion of a meeting involving the entire staff outside the hours of the normal work day, unless the administrator in charge has given them forty-eight (48) hours notice that said meeting or portion of a meeting will occur outside the hours stated in this ARTICLE. This regulation shall not apply when, in the opinion of the administration, a true emergency exists.
- 3.5. The superintendent may call general meetings which affect the entire teaching staff that occur outside the hours of the normal teacher work day, provided forty-eight (48) hour notice is given prior to such meetings. The superintendent may call a meeting for all teachers at any time when, in the opinion of the superintendent, a true emergency exists. In the event any emergency meeting causes undue hardship for a teacher, the teacher shall not be penalized and shall be excused.
- 3.6. If parent-teacher conference days are schedule for entire grade levels in the K-8 building, the principal shall have the right to revise the reporting and dismissal times for teachers on such days. When necessary to prevent conflicts in scheduling of parent-teacher conferences for teachers with teaching assignments in both buildings, a substitute teacher may be hired to teach the high school portion of said teacher's assignments.
- 3.7. Extended schedules may be developed through mutual agreement between a teacher and a building administ rator to meet the needs of students. In the event of the implementation of an extended schedule, the following shall be a part of this agreement:
 - A. The reporting time
 - B. The length of the additional period in minutes
 - C. The number of days per week the period will occur
 - D. The number of weeks the instruction/course will last
 - E. Curriculum expectations to be covered during the extended time. All periods free from retgularly assigned student supervision dutes as specified in 3.2. shall apply to teachers working an extended schedule.
- 3.8. In the event that a teacher should agree to accept an extended day schedule, said teacher's salary shall be increased by the result of the following calculation:

$$A / B / \text{by six (6) hours} - \text{hourly rate} \times C \times D = E$$
 - A = Regular contract salary amount, less any additional compensation
 - B = Number of days in a regular contract
 - C = Hours per day (including fractions of an hour) extended schedule will be conducted

- D = Number of days extended schedule will be conducted
- E = Dollar amount to be added to base salary

This does not deal with FLEXIBLE SCHEDULES: adjustments down or up with a normal schedule. (Some teachers who may want to come in early and leave early, or come in late and stay late.)

ARTICLE 4 DUES DEDUCTION

The BOARD will deduct from the paychecks of BEA members an amount for BEA dues as regulated by the following guidelines:

- 4.1. Dues will be deducted in twenty (20) approximately equal installments beginning with the second paycheck in October and continuing for the next nineteen (19) paychecks thereafter.
- 4.2. Within thirty (30) days after the beginning of the school year the BEA shall deliver to the Superintendent's office the names of teachers who have authorized payroll deduction and the amounts of membership dues including the national Education Association and the Indiana State Teachers Association. The board shall deduct such sum in twenty (20) equal payments, beginning with the second pay period in October.
- 4.3. The authorization for payroll deduction of association dues shall be on a continuing basis unless revoked in writing, by the teacher to the BEA and the superintendent's office prior to September 15 of each year. After September 15, the deduction shall not be revocable during the school year, or until the termination date of this master contract, which ever is earlier.
- 4.4. Monies so deducted will be remitted to the BEA on a monthly basis. Said remittance may be obtained by the BEA treasurer in the Bremen Public Schools administration office on the third (3) Wednesday of each month beginning in November.
- 4.5. Teachers hired to begin work at the beginning of the second semester may deliver written dues deduction authorizations to the superintendent no later than ten (10) calendar days after the beginning of the second semester. The requirements of 4.3. must be met for these individuals by the same date included herein. Dues for these individuals will be deducted in ten (10) approximately equal installments beginning with the second paycheck in February.
- 4.6. The Board shall continue to grant teachers the right to other payroll deductions being granted at the time this agreement is signed.

**ARTICLE 5
LEAVES OF ABSENCE**

5.1. SICK LEAVE

Teachers may be absent from work, with pay, on account of illness or quarantine for eleven (11) days during the first year of employment and nine (9) days in each succeeding year. However, a teacher may use more than nine (9) sick leave days in any year following the first year of employment if he/she has not used all available days in previous years. Unused sick leave days will accumulate and be credited for the teacher's use in future years up to a maximum of one hundred eighty (180) days. The allotment of sick leave days for each current year will be added to each teacher's account at the beginning of each school year so that the maximum number of sick leave days available at the beginning of any given year would be one hundred eighty-nine (189) days.

All allotted sick days for the current school year may be used for personal sick leave or that of family members as defined in 5.5 of the Master Contract.

- a. Teachers employed to teach summer school classes offered for credit may be absent from work, with pay, on account of illness or quarantine for one (1) day during the period of summer school employment. Teachers may use up to one (1) additional day of their accumulated sick leave.
- b. Teachers who have been employed in a certified commissioned school prior to being employed in the Bremen Public Schools shall have their accumulated sick leave from the previous corporation transferred into Bremen at the rate of 25 days per school year beginning with their second year of employment in the Bremen Public Schools.
- c. Teachers will be allowed up to five (5) paid days for Emergency in Family Leave per school year in case of severe illness or accident in the immediate family of the teacher. Emergency Family in Illness days can not accumulate. This may be used for family members as defined in 5.5. of the Master Agreement. This leave shall be granted if the following conditions are met.
 1. It meets the definition for family member as defined in 5.5. of the Master Agreement
 2. The teacher must use their remaining personal days with a combination of unpaid days to equal five (5) days. All personal days must be used first and balance of the five days is unpaid days.
 3. The teacher submits a written request to the superintendent explaining the circumstances.

5.2. Sick Leave Bank

A voluntary sick leave bank shall be maintained for the personal benefit of all teachers who elect to join the sick leave bank. Loans from the sick leave bank (BANK) are available only for situations involving personal illness of the teacher. Loans will not be granted for cases concerning illness of family members. This sick leave bank will be regulated by the following conditions and procedures.

a. Structure

1. The annual enrollment period for new membership in the BANK shall close on the thirtieth (30TH) calendar day following the first regular teacher contract day of each school year. Teachers desiring to voluntarily join the BANK may do so during this time frame by submitting written authorization of such to the superintendent. Teachers employed after the annual enrollment period has closed may join the BANK by submitting written authorization of such to the superintendent no later than the thirtieth (30TH) calendar day following the date of their employment.
2. Teachers desiring to have membership in the BANK must donate two (2) of their individual personal sick leave days to the BANK. To continue membership thereafter, members must donate one (1) day of individual sick leave to the BANK each year unless the beginning balance of days in the BANK is two hundred (200) or more days. For the purposes of this provision, the beginning balance will be determined after new membership donations and loan repayments have been credited to the BANK.
3. If, at any point in time, the balance of days in the BANK is reduced to thirty (30) days or less, each member of the BANK will automatically be assessed one (1) day of personal sick leave to replenish the BANK, unless the member indicated, in writing, a desire to terminate membership. Written notice of the need to replenish the BANK will be given to all members prior to the assessment being effected. Members desiring to terminate membership, must so inform the superintendent, in writing, within five (5) work days after receipt of said notice.
4. Membership in the sick leave bank shall be automatically continued from one school year to the next, unless the member indicated, in writing, his election to withdraw from the BANK. Such withdrawal must be indicated during the annual enrollment period or in accordance with the provisions in paragraph 3 above. Once a member has withdrawn, he/she must follow the procedures for enrollment of new members.
5. All sick leave days donated to the BANK lose their identity and are considered a permanent contribution. They are not transferable in any sense.

b. Procedure

1. A current member of the BANK may request a loan from the BANK only after all of said member's accumulated sick leave and personal business leave days have been used and after said member has been absent, without pay, an additional five (5) days.
2. Application for a loan must be made in writing to the Sick Leave Bank Committee (COMMITTEE) and must include a physician's certificate stating the nature and estimated length of disability. The application must be submitted by the member or a personal representative in cases where the member is unable to do so. The application shall be submitted to the superintendent, who shall contact the BEA President as soon as possible so that a COMMITTEE may be formed.
3. An application will be acted upon by the COMMITTEE and the Chairperson of the COMMITTEE shall inform the applicant and the superintendent, in writing, of the decision within five (5) days following the Committee's action. The decision of the COMMITTEE shall be final.
4. Loans shall be limited to a maximum of thirty (30) days per application.

c. Repayment of Loan

1. A loan recipient who remains in the employment of Bremen Public Schools shall repay the BANK the borrowed days at the minimum rate of three (3) days per school year until the loan is repaid. The minimum of three (3) days shall be transferred to the BANK at the beginning of each school year. At the member's option, an additional loan payment may be made at the end of the year in an amount up to one-half ($\frac{1}{2}$) of the member's accumulated sick leave.
2. A loan recipient who leaves the Bremen Public Schools with the loan unpaid must transfer all accumulated sick leave, up to the amount of the unpaid loan, to the BANK before being credited with sick leave which may be transferred to another corporation. Should such employee return to employment with Bremen Public Schools, any remaining loan balance must be repaid as specified in number 1 above.
3. A loan recipient who retires or becomes totally disabled shall be exempt from repayment of any outstanding loan balance.

d. Sick Leave Bank Committee

The Sick Leave Bank Committee shall consist of two members of the administration appointed by the superintendent and two members of the bargaining unit appointed by the BEA President. The BEA President shall act as chairperson of this committee and will have no voting power except

in the event of a tie vote by the committee.

- e. The current BEA President will be notified of the sick bank balance by the 15th of October each year.

5.3. Personal Business Leave

Each teacher is granted three (3) days, with pay, each year for the transaction of personal business or the conduct of personal or civic affairs.

- a. Personal business leave may not be divided into less than half day units.
- b. No more than two (2) personal business days may be used to extend school holidays or vacations.
- c. Personal business leave days which are not used by June 30 will be forfeited. However, credit equal to the amount of unused personal business leave remaining on June 30 will be added to the teacher's accumulated sick leave balanced provided the addition of credit for unused personal business leave will not cause the total of accumulated sick leave to exceed one hundred eighty (180) days or, at the teacher's discretion, unused personal business days may be donated to the sick leave bank if the teacher is already a member of the BANK.

5.4. Parental Leave

A teacher may request an unpaid parental leave of absence to begin at any time between the commencement of pregnancy and one (1) year following the birth of a child or during a period one (1) year from the date an adopted child is physically placed in the care of the teacher. Parental leave will be governed by the following guidelines:

- a. Parental leaves shall be for a period of time not longer than one (1) year.
- b. A request for parental leave must contain the expected beginning and ending dates of the leave.
- c. A request for parental leave must be filed, in writing, with the superintendent at least thirty (30) days before the date the leave is to begin.

1. The thirty (30) day notice requirement will be waived upon receipt of certification from an attending physician that a medical emergency caused by the pregnancy exists.
 2. In cases involving adoption, the thirty (30) day notice requirement may be waived provided notice of the intent to request parental leave because of adoption of a child was filed, in writing, with the superintendent at the time application for adoption was filed.
- d. All or any part of a parental leave taken because of temporary disability may be charged, at the teacher's discretion, to available accumulated sick leave days, including the current years allotment of sick leave days, provided the attending physician certifies that the female parent is unable to perform her regular duties.
 - e. The BOARD may request any documentation which, in its opinion, is necessary for implementation of this ARTICLE.

5.5. Bereavement Leave

A teacher may be absent from work, with pay, because of a death in the teacher's family for not more than five (5) days anytime after the death. For the purpose of this ARTICLE, the teacher's family shall include all persons domiciled in the teacher's residence and the teacher's spouse, children, sisters, brothers, parents, parents-in-law, sisters-in-law, brothers-in-law, grandparents and grandchildren, regardless of domicile.

A teacher may be absent from work with pay because of the death of a close friend or relative not included in the above definition of the teacher's family for one (1) day.

5.6. Military Leave

If military service is required of a teacher because of a National Guard or Reserve encampment or a period of active duty for training or due to any emergency situation during the school year, the teacher required to participate shall be granted a temporary leave of absence. During such leave, the employee will receive his regular salary for a period not to exceed fifteen (15) days in any one calendar year.

5.7. Other Leaves

Other leaves, with or without pay, may be granted by the Board. Such leaves will be administered in accordance with applicable laws and regulations.

5.8. Assault

- a. Worker's Compensation statutes will be followed in matters related to assault on teachers.
- b. Appearance before a judicial body or legal authority as a result of assault by a student or outsider in the course of their duties as a teacher will not result in wages or in reduction of accumulated sick leave of the teacher.

ARTICLE 6 COMPENSATION

6.1. Compensation (the salary schedule is found in Appendix A)

It shall be the responsibility of each teacher to inform the superintendent, in writing, of any changes in degree status or hours above the masters degree by August 1 prior to the school year when the changes will affect placement on the salary schedule. Changes in placement on the salary schedule will not be made without said timely notice. Such changes may be made at the beginning of the second semester by giving thirty (30) days prior notice to the superintendent.

a. It shall be the further responsibility of each teacher to ensure that university officials forward official verification of successfully completed course work to justify the change in placement on the salary schedule to the superintendent prior to the commencement of the school year or the semester in which the change in placement is to be effected. Changes in placement of the salary schedule will not be made without timely receipt of said verification.

b. Teachers who complete hours above a masters degree shall be compensated as follows:

1. 15 hours above M.S. - \$900 above each step on M.S. schedule

1.1. Teachers who wish to qualify for the BS +15 column on the salary schedule must complete 15 hours of college credit after the B.S. degree. The hours may be graduate or undergraduate hours.

1.2. Teachers who wish to qualify for the B.S. + 36 column on the salary schedule must complete 36 hours of graduate credit beyond the Bachelor's degree.

2. 30 hours above M.S. - \$1800 above each step on M.S. schedule

2.1. Teachers who wish to qualify for the M.S. +15 column or the M.S. +30 column must complete 15 or 30 hours beyond the M.S. degree. The hours must be considered graduate level courses by the university certifying the hours.

An exception to provision 2.1. will be made for the teacher who is pursuing an additional endorsement to his/her current license. With prior approval of the Superintendent and the BEA President, undergraduate hours could be used to fulfill the M.S +15 or M.S. +30 when pursuing the additional endorsement. Upon completion of the endorsement, the teacher will be moved to the next step.

It will be the responsibility of the teacher to provide proof of satisfactory completion by submitting transcripts from the university where course work was completed.

c. From this contract forward, in order to qualify for increment, a teacher must have a minimum of 120 days previous experience. Two (2) sixty day units would satisfy the 120 day requirement.

6.2. Additional compensation (schedule is found in Appendix B)

- a. Teachers shall be paid according to their experience in the activity or related experience.
- b. Adjunct persons shall be paid the amount shown on the schedule.
- c. When the board determines a vacancy exists in an extracurricular position, those positions shall be posted to members of the bargaining unit.

6.3. Salary Payments

Regular contract salaries for teachers will be paid in twenty-six (26) approximately equal checks at two (2) week intervals. The first check for each teacher will be paid on the first payroll day after the applicable contract period has begun. Deductions for absences not covered by a leave provision shall be made at a rate determined by dividing the teacher's contract amount by the number of days in the contract.

6.4. Summer School Salaries

Salaries for teachers who teach courses during summer school that are mandated by the State or board, or courses that are offered for credit shall be determined by the following formula:

$$\mathbf{A - B - \text{six (6) hours} = \text{hourly rate} \times C = D}$$

A = prior years regular contract, less any additional compensation

B = number of days in regular contract

C = number of hours to be taught in summer school

D = summer school contract amount

- a. Salaries for teachers of summer school classes not offered for credit shall be based on the rate of twenty dollars (\$20) per hour of instruction.
- b. BEA and administration will discuss procedure for summer school program and assignments.
- c. Summer School Procedures – Grades K-8
 - 1. Any staff member interested in teaching summer school must pick-up, complete and turn in the appropriate application from the building principal.
 - 2. The building principal will consider all applicants and will determine staffing based on the funding, licensure and needs of the students.

6.5. Curricular Responsibilities

Teachers who write curriculum at the direction of the superintendent shall either be provided released time to work during the regular school day or will receive compensation for the time spent in curriculum outside regular work hours. Approved curriculum projects completed outside the regular school hours will be compensated at the rate of \$15.00 per hour.

ARTICLE 7

FRINGE BENEFITS

7.1. Severance Pay

Severance pay shall be granted to a retiring teacher at the rate of seventy-five dollars (\$75) per year of service in Bremen Public Schools, if the following conditions are met:

- a. The teacher must inform the BOARD, in writing, of the intent to retire no later than July 1 of the summer prior to the last school year the teacher will teach. The BOARD may waive this requirement for timely notice, at its discretion, if, in the opinion of the BOARD, the circumstances surrounding the retirement justify such waiver.
- b. To receive severance pay, the teacher must have a minimum of fifteen (15) years of service in Bremen Public Schools.
- c. Severance pay will be paid for years of service in Bremen Public Schools up to a maximum for forty (40) years of service. In addition, if a teacher has accumulated ninety (90) days or more of sick leave, he/she shall be reimbursed at the rate of thirty dollars (\$30) per day.
- d. The added compensation for severance pay will be considered a part of the teacher's final contract salary and will be paid to the teacher on the payday following the last day of the teacher's employment.
- e. Upon the demise of any teacher eligible for severance pay, said severance pay such teacher would have received shall be paid in a lump sum to any person or organization as may have been designated by said teacher in writing to the BOARD. In the absence of said written designation, the severance pay shall be paid to the primary beneficiary listed on the teacher's group life insurance policy with Bremen Public Schools.
- f. Teachers may also be eligible for early retirement benefits as determined by the Corporation 403b plan.

7.2. Life Insurance

Each teacher so choosing will be provided with fifty thousand dollars (\$50,000) of term life insurance coverage. The cost to the teacher for said insurance shall be one dollar (\$1.00) which shall be deducted from the teacher's first paycheck in December.

7.3. Long Term Disability Insurance

Each teacher so choosing will be provided with Long Term Disability Insurance (LTD) coverage. The cost to the teacher for said insurance shall be one dollar (\$1.00) which shall be deducted from the teacher's first paycheck in December.

7.4. Health Insurance

The BOARD shall provide the following maximum amounts toward the premium cost of health insurance for each teacher enrolled in a group health insurance program established for Bremen Public Schools. Each teacher may select any group health insurance coverage approved by the BOARD, provided enrollment requirements are

fulfilled. In all cases, the Board's contribution toward the cost of insurance premiums shall not exceed the actual cost of the premium, less one dollar (\$1.00).

a. Maximum Board Contribution

a.	Single Plan	2007-08	\$4,512
b.	Family Plan	2007-08	\$10,128
c.	Single Plan	2008-09	\$4,512
d.	Family Plan	2008-09	\$10,128

b. In the event of any rebate or refund of premiums, one hundred percent (100%) will be used to offset premium increases paid to the medical carrier.

7.5. Vision Insurance

The BOARD shall provide the following amounts toward the premium cost of Vision Insurance for each teacher enrolled in a group vision insurance plan established for Bremen Public Schools. Each teacher may select any vision insurance coverage approved by the BOARD, provided enrollment requirements are fulfilled. In all cases, the Board's contribution toward the cost of insurance premiums shall not exceed the actual cost of the premium, less one dollar (\$1.00).

a. Maximum Board Contribution

1.	Single Plan	\$106.40
2.	Family Plan	\$225.20

b. In the event of any rebate or refund of premiums, one hundred percent (100%) will be used to offset premium increases paid to the insurance carrier.

7.6. Dental Insurance

The BOARD shall provide the following maximum amounts toward the premium cost of dental insurance for each teacher enrolled in a group dental insurance program established for Bremen Public Schools. Each teacher may select the single coverage approved by the BOARD, provided enrollment requirements are fulfilled. In all cases, the Board's contribution toward the cost of insurance premiums shall not exceed the actual cost of the premium, less one dollar (\$1.00).

a. Maximum Board Contribution

1.	Single Plan	\$399.32
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7.7. Section 125

The BOARD shall pay the annual enrollment fees to allow teacher participation in a Section 125 program. Some of the features to be included in the Section 125 program shall include the availability of premium conversion, unreimbursed medical account and dependant care account, provided any enrollment requirements are fulfilled.

7.8. Liability Insurance

Teachers shall be included under corporation liability insurance which shall be for an amount of at least one million dollars (\$1,000,000).

7.9. Travel Reimbursement

Within limits established by the BOARD and/or administration, teachers shall be reimbursed for actual costs incurred because of travel approved, in advance, by the BOARD and/or administration.

Travel expenses, subject to reimbursement, shall be limited to the costs of registration fees, meals, lodging and transportation to and from Bremen and the point of destination.

Use of a personal vehicle for transportation, while on approved travel, will be reimbursed at the rate current rate per mile established by the Internal Revenue Completed claim forms (approved by the State Board of Accounts) and valid receipts must be submitted to the superintendent before reimbursement will be made.

ARTICLE 8 REDUCTION IN FORCE

- 8.1. When, in the judgment of the Board of School Trustees of Bremen Public Schools, a reduction in force is necessary to reduce the number of teaching positions beyond that which is accomplished by attrition, the procedure specified herein will be followed. Reduction in force (RIF) includes a reduction from a regular full-time contract to a part-time contract. In each area of certification (or grade level in K-8), only one part-time position due to RIF may exist.
- 8.2. This ARTICLE is not intended to give any additional rights to any teacher whose contract would not have been renewed, or whose contract would have been terminated, regardless of the fact that a reduction was desirable.
- 8.3. Method for selection
 - a. In each area of certification or grade level or program subject to RIF, non-permanent teachers will be released or reduced before semi-permanent teachers and semi-permanent teachers will be released or reduced before permanent teachers. No permanent teachers will, however, be released if there is a position for which that teacher is qualified which is currently held by a semi-permanent or non-permanent teacher, and likewise, no semi-permanent teacher will be released or reduced if there is a position for which that teacher is qualified which is currently held by a non-permanent teacher. If a teacher is qualified to fill more than one position, the administration shall make the assignment according to the needs of the corporation. Only those certifications as of January 31 of the calendar year in which the RIF shall take effect will be recognized for the purposes of this ARTICLE.
 - b. Selection among teachers in the specific position being reduced or eliminated will be according to the following factors: Certification. length of service and teaching performance. If certification and length of service are equal, then teaching performance may be the determining factor. For the purpose of this ARTICLE, seniority shall be defined as length of service beginning from the most recent date of hire, excluding leaves of absence of one year or more. A seniority list shall be maintained by the administration and provided to the association president by October 1 at his request.
 - c. A teacher on leave of absence shall be eligible for release or reduction in accordance with this ARTICLE and likewise, shall be eligible for recall pursuant to the provisions of 8.4. of this ARTICLE.

8.4. Recall

- a. A recall list shall be maintained by the administration for teachers released due to RIF. A teacher will remain on the recall list for two (2) years after the teacher's dismissal.
- b. Teachers will be recalled in the reverse order of release for vacancies in the areas for which they are certified. If certification and length of service are equal, the extracurricular or coaching assignments may be used to recall a teacher. Teachers on the recall list shall have no input as to when or where a vacancy occurs. This ARTICLE shall not be interpreted to require Bremen Public Schools to fill any position or to prevent Bremen Public Schools from reassigning responsibilities.
- c. When a vacancy occurs, the appropriate teacher, as determined above, will be notified by certified mail. Failure to accept the offer, in writing, within ten (10) calendar days of the postmark date, or five (5) calendar days if the postmark date is after July 31, shall constitute a refusal of the employment offered and shall result in the teacher's name being removed from the recall list. It shall be the duty and responsibility of each teacher on the recall list to inform the superintendent, in writing, of address changes.
- d. Employment as a substitute teacher on a short term basis shall not terminate, extend, or in any other manner affect the length of the recall period as it applies to such teacher. Employment on a temporary contract will extend the RIFed teacher's length of placement on the recall list by the same period of time as the length of the temporary contract.

ARTICLE 9 GRIEVANCE PROCEDURE

9.1. DEFINITIONS

- a. **Grievance** -A grievance is a claim by a teacher, or by the BEA when acting on behalf of a group or class of teachers, that there has been a violation, misinterpretation, or misapplication in the implementation of a specific ARTICLE or section of an article of this agreement.
- b. **Grievant** - The term grievant shall mean the teacher who is seeking remedy for an alleged grievance. When a grievance has been filed in behalf of a group or call of teachers by the BEA, the term grievant shall mean the BEA.
- c. **Griever** - The term griever shall mean the person whose action or lack of action is the basis for the alleged grievance.
- d. **Day** - For the purpose of this ARTICLE, all uses of the words “day” or “days” shall mean teacher contract days during the months of September through May and weekdays not designated as holidays during the months of June, July and August.
- e. **Written Grievance** - The term “written grievance” shall mean a written statement of the grievance which must include:
 - 1. the name(s) of the grievant(s)
 - 2. the name(s) of the griever(s)
 - 3. Identification of the specific provision(s) of this agreement which the grievant asserts has/have been violated, misinterpreted, or misapplied
 - 4. A description of the facts of the basis for the grievance and why the grievant believes such action or lack of action is a violation, misinterpretation, or misapplication of this agreement
 - 5. The date the basis for the alleged grievance occurred
 - 6. The specific remedy sought by the grievant
 - 7. The signature of the grievant. A grievance filed on behalf of a group or class of teachers by the BEA must contain the signature of the BEA president

9.2. MECHANICS OF THE PROCEDURES

- a. A grievant may be accompanied and/or assisted by a BEA representative and/or legal counsel at any meeting or in the production of any documents required in the grievance procedures.
- b. The griever, superintendent and BOARD may be accompanied and/or assisted by any supportive association representative and/or legal counsel at any meeting or in the production of any documents required in the grievance procedures.
- c. The time limits as required in this procedure may be extended by written agreement of the grievant and griever or the grievant and superintendent, or his/her designee.

- d. If any written document as required in this procedure is not delivered until the last day for timely delivery, and if the recipient of the written document is not present for work on the last day for timely delivery, then the last day for timely delivery of said document shall be extended to the next day the recipient is present for work. If the U.S. Postal Service is used for delivery of said documents, the postmark must be no later than the final day for timely delivery as originally required by the grievance procedure.
- e. If more than one teacher is seeking remedy for the same alleged grievance, they may all co-sign the same written grievance.
- f. The grievance procedure shall terminate at any time the grievant fails to appear for a meeting or fails to comply with established time limits required in this grievance procedure. In such circumstances, the alleged grievance will be deemed to have been resolved at the next previous point of disposition by the griever or the superintendent, or his/her designee.
- g. The grievance procedure may be terminated at any time by the grievant upon written notice to the appropriate respondent at that point in time.

9.3. PROCEDURES

- a. If a potential grievant believes the basis for a grievance may exist, the potential grievant must discuss the alleged grievance with the griever, or grievers, involved in the action or lack of action which is the basis of the alleged grievance. If said discussion has not taken place previously and, if the griever is unavailable on the fifth (5th) day after the occurrence of the basis for the alleged grievance, then said discussion must take place on the next day the griever is available.
- b. If the grievant still believes there is a basis for an alleged grievance after the discussion shall have timely occurred as required in 9.3.a., the grievant must submit the written grievance to the griever (s) no sooner than five (5) days, but no later than ten (10) days after the discussion shall have timely occurred as required in Step 1.
- c. The griever shall meet with the grievant no later than five (5) days after timely receipt of the written grievance required in 9.3.b. to discuss the alleged grievance.
- d. The griever shall deliver his/her written disposition of the alleged grievance to the grievant no later than five (5) days after the meeting required in 9.3.c.
- e. If the grievant desires to pursue the grievance procedure beyond 9.3.d., the grievant must submit the written grievance to the superintendent no later than the earlier of the following days:
 - 1. five (5) days after receipt of the griever's written disposition required in 9.3.d.
 - 2. Ten (10) days after the meeting required in 9.3.c.
 - 3. At this step, the written grievance must be the same as the written grievance required in 9.3.b., except that it must also include reasons why the grievant does not accept the griever's disposition of the alleged

grievance.

- f. The Superintendent, or his/her designee, shall meet with the grievant no later than five (5) days after timely receipt of the written grievance required in 9.3.e. to discuss the alleged grievance. If the superintendent is the grievor, the superintendent must appoint a designee for the purpose of fulfilling the requirement of this step.
- g. The superintendent or his/her designee shall deliver his/her written disposition of the alleged grievance to the grievant no later than five (5) days after the meeting required in 9.3.b. If the superintendent is the grievor, his/her designee appointed to fulfill the requirement in 9.3.f. shall fulfill the requirement in this step.
- h. If the grievant desires to pursue the alleged grievance beyond 9.3.g., the grievant must submit the written grievance to the BOARD no later than the earlier of the following days:
 - 1. Five (5) days after the receipt of the superintendent's or his/her designee's written disposition required in 9.3.g.
 - 2. Ten (10) days after the meeting required in 9.3.f.
 - 3. At this step, the written grievance shall be the same as the written grievance required in 9.3.e., except that it must also include reasons why the grievant does not accept the superintendent's, or his/ her designee's disposition of the alleged grievance.
 - 4. The written grievance required in this step must be addressed to the president of the BOARD and must be delivered to the superintendent, who shall forward it to the president of the BOARD.
- i. To continue the grievance procedure, the grievant must meet with the BOARD in executive session to discuss the alleged grievance on the date of the next regular BOARD meeting when a legal executive session can be held. The superintendent, his/her designee, and any other grievor(s) may be present at said meeting.
- j. The final disposition of the alleged grievance will be made by the BOARD in a meeting no later than five (5) days after the meeting required in 9.3.i. BOARD action to effect said final disposition of the alleged grievance will be taken without further recommendation from the superintendent. The grievant will be notified, in writing, of the Board's decision within twenty-four (24) hours after the decision has been made.

- k. All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants and shall be considered confidential.
- l. Any teacher, who has the desire to discuss a personal complaint or a claim that there has been a violation, misinterpretation, or misapplication of any written policy of the BOARD, the individual teacher's contract, or the supplemental teacher's contract, shall be free to do so, with a building administrator, then with the superintendent, and ultimately with the BOARD.

**ARTICLE 10
SEVERABILITY**

- 10.1. Should any ARTICLE, section of an ARTICLE, or clause of this agreement be declared illegal by a court of competent jurisdiction, said ARTICLE, section of an ARTICLE, or clause and any ARTICLE, section of an ARTICLE, or clause affected by said illegal ARTICLE, section of an ARTICLE, or clause shall be automatically deleted from this agreement to the extent of the illegality. Remaining ARTICLES, section of ARTICLES, or clauses shall remain in full force and effect for the duration of the agreement.

**ARTICLE 11
TERMS OF AGREEMENT**

- 11.1. The provisions of this agreement shall be in effect on July 1, 2009 and shall continue in full force and effect until June 30, 2012.
1. Status quo contract with a freeze on the salary schedule through 2011-12 (Years 2009-10, 2010-11 and 2011-12).
 2. One time stipend (Jobs Education Monies) based on the prorated schedule below:

▪ Admin, Certified Staff, Secretaries, Directors/Year Round Staff	\$900
▪ Hourly Staff 7-7.5 hours	\$720
▪ Hourly Staff 6-6.75 hours	\$630
▪ Hourly Staff 5-5.5 hours	\$540
▪ Hourly Staff 3-4.75 hours	\$450
▪ Hourly Staff below 3 hours	\$360
- 11.2. Each year this contract is in force, sixty-five percent (65%) of the new revenue shall be made available for teacher salaries and fringe benefits. New revenue is defined as Tuition Support, Special Education Grant and Vocational Grant.
- 11.3. The BOARD and the BEA shall cooperate in the distribution of this agreement.

IN WITNESS WHEREOF, the parties have executed this agreement, attested to by the signatures below, this _____.

BREMEN EDUCATION ASSOCIATION

BY: _____
Its President

BY: _____
Its Secretary

BY: _____
Chairperson,
Negotiations Committee

BREMEN PUBLIC SCHOOLS
BOARD OF SCHOOL TRUSTEES

BY: _____
Its President

BY: _____
Its Secretary

BY: _____
Superintendent of Schools

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