

MASTER AGREEMENT

BETWEEN

THE BANGOR TOWNSHIP BOARD OF EDUCATION

AND

THE BANGOR TOWNSHIP EDUCATION ASSOCIATION

2018-2020

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LETTER OF AGREEMENT

This Agreement entered into this 1st day of July 2018 by the Board of Education of Bangor Township Schools, Bay City, Michigan, hereinafter called the "Board", and the Bangor Township Education Association, MEA-NEA, an unincorporated association, hereinafter called the "Association". The signatories shall be the sole parties to this Agreement.

WITNESSETH:

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

WHEREAS, the Board has a statutory obligation, pursuant to Public Act #379 of the Public Acts of 1965 which amends Act #336 of Public Acts of 1947, to bargain with the Association as the representative of its teaching personnel with respect to hours, wages, terms and conditions of employment, and

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement.

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

ARTICLE I. RECOGNITION

A. The Board, or its designee, hereby recognizes the Association as the exclusive bargaining representative for all certificated professional personnel [who stand in loco parentis by state license], but excluding executive personnel and office and clerical employees, substitute teachers, except temporarily reassigned Union members, teachers in Summer Enrichment Program, Day Care, extended day, and all other non-instructional employees. The term "Teacher" when used hereinafter in the Agreement, shall refer to all employees represented by the Association in the bargaining or negotiating unit as above defined, and references to male teachers shall include female teachers.

B. The Board, or its designee, agrees not to negotiate with any teachers' organization other than the Association for the duration of this Agreement.

ARTICLE II. PROFESSIONAL NEGOTIATIONS

A. No later than March 1 of the calendar year in which this Agreement expires, the Board, or its designee, and the Association agree to begin negotiations with the procedure set forth herein in a good faith effort to reach agreement concerning teachers' salaries and other conditions of their employment.

1. Both parties agree that during the first meeting, the ground rules shall be set. By no later than the third meeting, all the basic demands concerning the language of the Contract shall be presented.

2. If negotiations are conducted during regular school hours, released time shall be provided for the Association's negotiation committee.

B. Neither party in any negotiations shall have any control over the selection of the negotiations or bargaining representatives of the other party. The parties pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations. It is expressly understood that any concessions so made shall not be binding unless ratified by both the Board and the Association.

C. There shall be at least three (3) signed copies of any final Agreement. One copy shall be retained by the Board, one by the Association, and one by the Superintendent.

ARTICLE III. MANAGEMENT RIGHTS

A. The Board, or its designee, on its own behalf and on behalf of the electors of the School District, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the School Code and the Public Acts of the State, the Constitution of the State of Michigan, and/or the United States. Such rights, duties, etc., shall include, by way of illustration and not by way of limitation, the right to:

1. Manage and control its business, its equipment, its facilities and its operations and to direct the working forces and affairs of the entire school system within the boundaries of the School District of Bangor Township;
2. Continue its rights, policies, and practices of assignment and direction of its personnel, determine the number of personnel, and schedule all the foregoing;
3. Direct the working forces, including the right to establish and/or eliminate positions, to hire, evaluate, promote, place on improvement plan or program, suspend and discharge employees, transfer employees for good cause, 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, including automation or subcontracting thereof or changes therein;
5. Determine the qualifications of employees; and positions, and to assign the location where the work will be performed;
6. Determine the policy affecting the selection of employees;
7. The Board, or its designee, shall continue to have the exclusive right to establish, modify, or change any condition except those covered by provisions of this Master Agreement.

B. In meeting such responsibilities, the Board acts through its administrative staff. Such responsibilities include, without being limited to, the establishment of education policies, the construction, acquisition and maintenance of school buildings and equipment; the evaluation,

discipline, promotion and termination of employees and the establishment and revision of rules and regulations governing and pertaining to work and conduct of its employees. The Board and administrative staff shall be free to exercise all of its managerial rights and authority and shall be limited only by the specific and express terms hereof that are in conformance with the Constitution and laws of the State of Michigan, and the Constitution and laws of the United States.

- C. The listing of specific management rights in the Agreement is not intended to be nor shall be restrictive of or 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.
- D. The Association recognizes that the School Board necessarily retains the authority to determine school program, curriculum, and the level of services to be offered to the community within the relevant State and Federal statutory requirement. The Board, in return, recognizes the importance of the Association's input in determining program change and development. The Board and the Association recognize the importance of continued participation and contributions by individual teachers toward program development. It should be noted that input shall be provided primarily through the appropriate administrative channel and/or standing Board Committees.

ARTICLE IV. ASSOCIATION AND TEACHER RIGHTS

- A. The Association, on its own behalf, hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties and responsibilities conferred upon and invested in it by the School Code and the Public Acts and Laws of the State, the Constitution of the State of Michigan and/or United States.
- B. The Association and its representatives shall be granted the use of a room in a designated school building for Association business upon obtaining written approval of the Principal of that building, providing that reasonable advance notice is given requesting the use of the building. It is understood that approval will only be given for meetings held when school is not in session and not in conflict with scheduled activities.
- C. The Association and its representatives shall be granted the use of office and audio-visual equipment upon obtaining written approval each time from the building principal. Equipment shall be used in the building in which it is normally housed.
- D. The Association shall be provided in each building a bulletin board for the express purpose of posting notices to carry on Association business, such as notices of meetings, educational programs, etc.
- E. The Board agrees to make available to the Association, in response to reasonable requests, all available information that is of public record pertaining to the operation of Bangor Township Schools. Such requests will be responded to in written format as outlined in the Freedom of Information Act, Article 15.235, and Section 5.

- F. The teachers shall be entitled to full rights of citizenship and no religious or political activities of any teacher, or the lack thereof, shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher, provided such activities are not carried on within the confines of the school and/or school grounds during normal teaching hours, and/or school-connected activities, and further provided that such activities shall not result in time off the job.
- G. The Association President will be notified of each Board of Education Meeting.

ARTICLE V. VOLUNTARY PAYROLL DEDUCTIONS

- A. Within the first two (2) weeks of school and upon request, the Board shall supply the Association with a list of newly- hired teachers.
- B. Upon appropriate written authorization from the teacher, the Board shall deduct from the salary of any teacher and make appropriate remittance for annuities, credit union, savings bonds, charitable donations, or any other plan or program jointly approved by the Association and the Board.

ARTICLE VI. GRIEVANCE PROCEDURE

A. Definitions.

1. A grievance is a claim based upon an alleged misinterpretation or inequitable application of the terms of this Agreement.
2. A party of interest is the person(s) or the Association making the claim, any person(s) or the Association who might be required to take action or against whom action might be taken in order to resolve the problem.
3. The term days when used in this Section shall, except where otherwise indicated, mean working school days.

B. Purpose.

The primary purpose of the grievance procedure is to secure, at the lowest level possible, equitable solutions to the problems of the parties. Both parties agree that these proceedings shall be kept as confidential as may be appropriate at any level of such procedure. Nothing contained herein shall be construed as limiting the right of any teacher having a grievance to discuss the matter informally with any appropriate member of the administration, and having the grievance adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement and that the individual has been informed that he/she has the right to have an Association representative present at such an adjustment.

C. Grievance Procedure.

All meetings and responses will be documented by the Association and Administration. The number of days indicated in each level as set forth below is considered to be a maximum, and

the failure of a teacher to proceed to the next step of the Grievance Procedure within the time limits as set forth shall be deemed to be an acceptance of the decision previously rendered and shall constitute a waiver of any future appeal concerning the particular grievance. The failure of an administrator, at any step, to communicate his/her decision to the teacher within the specified time limits shall permit the teacher to proceed to the next level.

Level 1. In the event that a teacher believes there is a basis for a grievance, within fifteen (15) days of the occurrence, he/she shall first discuss the alleged grievance with his/her Building Principal or other appropriate administrator either personally or accompanied by a Union Representative. The Principal will arrange a meeting within five (5) days thereafter to provide a verbal response. In the event that the concern is not satisfactorily resolved at Level 1, the Association or the grievant may proceed to Level 2.

Level 2. Within five (5) days of the Principal's response at Level 1, the grievant shall file a written complaint with the Building Principal or with the Superintendent if the grievance is outside the jurisdiction of the Building Principal. The Board shall have no financial liability for any previous fiscal year.

In Level 2, the grievance must be submitted in written form as set forth in "Appendix E". A copy shall be delivered to the Principal. If the grievance involves more than one (1) school building, it may be filed with the Superintendent or a representative designated by him. Within five (5) days of receipt of the grievance, the Principal or Superintendent shall meet with the representatives of the Association in an effort to resolve the grievance. There shall be no more than three (3) representatives on either the administrative or association team. The Principal or Superintendent shall indicate the disposition of the grievance in writing within five (5) days of such meeting and shall furnish a copy thereof to the Association.

Specialists shall be at the table only by mutual agreement. In the event a grievance is not satisfactorily resolved at Level 2, the Association or the grievant may process the grievance to Level 3. Grievances involving more than one (1) building, or outside the jurisdiction of a Building Principal, may be transmitted directly to the Superintendent or his or her designee for initial processing at Level 3 within 5 days.

Level 3. Upon receipt of a grievance by the Superintendent, Level 3 will be said to have commenced. Within five (5) days of receipt of said grievance, the Superintendent shall meet with the Association to discuss and attempt resolution. There shall be no more than four (4) representatives on the administration or association side. The Superintendent will indicate his disposition of the grievance, in writing within five (5) days of such a meeting and shall furnish a copy thereof to the Association. Specialists shall be at the table only by mutual agreement.

If the Superintendent does not satisfy the Association with the disposition of the grievance, or if no disposition has been made within the period above provided, the grievance may be transmitted to Level 4. If the Association decides to proceed to Level 4, it must within ten (10) days of the last meeting at Level 3, deliver to the Superintendent a copy of the Association's request for arbitration to the American Arbitration Association (AAA).

Level 4. Level 4 shall consist of submitting the grievance to arbitration. Either party may bring in outside specialists. Neither party shall be permitted to insert any issues that have not been brought forth by the end of Level 3, substantiating documents or testimony of expert witnesses being exempted.

The procedures set forth herein may be invoked only by the formal action of the President of the Association.

The arbitrator may be mutually selected, but if none is so selected the parties shall select from a list from the AAA in accordance with its rules.

- D. Powers of the Arbitrator. It shall be the function of the arbitrator and he/she shall be so empowered, except as his/her powers are limited below, after due investigation, to make a decision in cases of alleged violation of the specific Articles of this Agreement.
1. He/she shall have no power to add to, subtract from disregard, alter or modify any of the terms of this Agreement.
 2. He/she shall have no power to establish wage rates or to change any rate, except as modified by Subsection 5 of this Section.
 3. He/she shall have no power to rule on the termination of service or failure to re-employ any employee so long as the Michigan Tenure Act of 1965 is in effect.
 4. He/she shall have no power to change any practice, policy, or rule of the Board of Education or to substitute his/her judgment for that of the Board as to the reasonableness of any such practice, policy, rule or any action of the Board.
 5. He/She shall not rule on evaluation, layoff/recall, discipline, placement or assignment, or prohibited subjects of bargaining.
 6. His/her powers shall be limited to deciding whether the Board has violated the express Article or Sections of this Agreement, it being understood that any matter not specifically set forth herein remains within the reserved rights of the Board.
 7. In rendering decisions, an arbitrator shall give due regard to the responsibility of management 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. Decisions of the arbitrator will be final and binding upon both parties.
 8. In the event that a case is appealed to an arbitrator on whom he/she has no power to rule, it shall be referred back to the parties without decision or recommendation on its merits.
 9. The impartial arbitrator shall have the authority to order full, partial or no compensation for time lost subject to Items 1 through 7 of this Paragraph.

- E. Fee and Expenses. The fees and expenses of the arbitrator shall be shared equally by the Board and the Union. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other.
- F. 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 1st of any year and strict adherence to the time limits may result in hardship of 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.
- G. Regardless of the expiration of the Agreement, any claim or grievance arising there under may be processed through the Grievance Procedure until resolution, so long as the Association continues to perform its contractual duties.
- H. There shall be no reprisals of any kind by administrative personnel taken against any party in interest or his/her Association representative, any member of the Grievance Committee, or any other participant in the procedures set forth herein by reason of such participation.

ARTICLE VII. PROFESSIONAL COMPENSATION

- A. The salaries of teachers covered by this Agreement are set forth in Appendix "B" that is attached to and incorporated in this Agreement. Pay for "special assignments" is set forth in Appendix "C", and pay for coaches is set forth in Appendix "D", and incorporated.
- B. For the 2018-2020 school years teachers may be required to attend or perform a school-related function of not more than two (2) hours per month after the regular teacher dismissal time. Any scheduled time spent on school-related duties in excess of the above two (2) hours per month will be paid for on an established hourly wage unless reimbursed under a separate salary schedule. The established hourly wage will be computed by utilizing the formula for overloads (Article VII, Section I). Duties, which are to be paid for, must have prior written approval from the Administration.
- C.
 1. Semester hours of credit beyond the B.A. must be in an approved graduate program. Undergraduate semester hours will be evaluated one-half (1/2) graduate hour unless equated as graduate credit by the governing institution.
 2. Semester hours beyond the M.A. must be approved by the Board, or its representatives prior to registration for classes. Hours earned after must be directly related to the teacher's teaching responsibility, or major or minor field in order to be included as part of the thirty-five (35) additional credits on Salary Schedule A.
 3. If a teacher chooses to take a class and does not want college credit for that class, the hours will still count towards the M.A. +18 or M.A. +35, as long as the course was approved and documentation of successful completion is provided.

- D. Courses, including undergraduate classes requested and/or required by the Board or its designee shall be given full credit toward advancement on the salary schedule.
- E. Salary increments will not be granted unless the employee worked at least one hundred-twenty (120) regular contract days of the previous year in Bangor Township Schools. A mid-year increment will be granted to an employee who worked more than ninety (90) regular contract days the previous year.
- F. Advancements on the salary schedule or longevity payments shall become effective following completion of required academic or professional courses. Evidence for advancement must be presented to the Administration by September 15, or February 15, in order to be credited and paid during the current school year.
- G. Teachers required in the course of their work to drive personal automobiles from one school building to another shall receive a car allowance equal to the Internal Revenue Service (IRS) mileage rate. The same allowance shall be given for use of personal cars for field trips or other business of the District, provided previous approval of Administration has been given.
- H. Teachers who take on additional class assignments shall be paid an overload stipend. The stipend shall be calculated to accurately reflect the additional time involved. The stipend will be figured in the following manner:

Compensation will be 1/6 BA Step 5.

Teachers may also elect to substitute for another teacher on an hourly, day-to-day basis of the fractional part of the prevailing substitute pay in the District or Twenty-five dollars (\$25.00) per hour, whichever is greater. Middle School and High School teachers who substitute for another teacher on non-flex days (days in which all classes are seen) will be paid the Twenty-five dollars (\$25.00) per hour. Middle School and High School teachers who substitute for another teacher on flex days will be paid thirty dollars (\$30.00) per hour.

- I. Longevity. Bargaining unit members shall receive longevity payments as follows; beginning with the fourteenth year (14), members with 14 to 19 years of service will receive five percent (5%) of the third year BA salary. Members with 20 to 24 years will receive seven percent (7%) of the third year BA salary. Members with 25+ years will receive nine percent (9%) of the third year BA salary. Only years of service as a member of the Bangor Township Education Association will be counted. Unpaid leave time will be subtracted. (Also see article XIV Terminal Leave for additional Longevity payments.) Payments will be made in two equal amounts (January and June) in a separate check.

J. Professional Development.

1. Activities that are approved in advance by the Superintendent or Designee will be paid at \$ 50.00 dollars per half day and \$ 100 per full day.
2. The Board agrees to reimburse each member for up to three (3) graduate credits bi-annually, up to B.A + 33 and/or a Masters Degree. Any credits earned after BA + 33 and/or a Masters Degree are not eligible for reimbursement. The amount is not to exceed the current cost of three (3) graduate credits at Saginaw Valley State University although members may take classes at the college or university of their choice. All courses receiving this reimbursement must be pre-approved by the Superintendent. Any credit allowances an Association member earns through Saginaw Valley State University or any other institution must be turned over to the Board.

K. Association members agree to attend 1 IEP or MET per month outside of the normal school day. If the members are required to attend any additional IEPs or METs that fall outside the normal school day, they will receive their current hourly rate for the time involved.

ARTICLE VIII. TEACHING HOURS

The Building Principal will make assignments within time limits listed below.

A. The teacher's normal teaching hours shall be as follows:

1. Teachers shall be at assigned place of duty at least ten (10) minutes before the start of the school day and at least ten (10) minutes after the end of the school day. This time shall be considered duty free. Both parties agree that under an extenuating circumstance, with prior approval from Administration, a time adjustment may be made.
2. High School Teachers will not teach or supervise more than sixteen hundred twenty four (1624) minutes a week. Middle School and Elementary School Teachers will not teach or supervise more than three hundred forty-one (341) minutes a day.
3. All teachers shall be entitled to a continuous duty-free lunch period of thirty (30) to sixty (60) minutes each day. Teachers shall not be required to perform lunchtime duties.
4. Elementary teachers shall have continuous day with a minimum average of fifty (50) minutes planning per day.
 - a. Middle School and High School teachers shall have two (2) days with five (5) classes, one (1) planning, and a lunch; two (2) days with four (4) classes, one (1) planning, and a lunch; one (1) day with five (5) classes and a lunch; and a minimum of two hundred seventy-four (274) minutes planning each week.

5. Relief time.

a. High School teachers will be provided relief time equivalent to semester exam time for the purpose of correcting exams and completing records at the end of each semester.

b. 8th grade Middle School teachers will be provided relief time equivalent to semester exam time for the purpose of correcting exams and completing records at the end of each semester. Upon Administrator approval, 6th and 7th grade Middle School teachers will be provided a substitute teacher upon request, or a minimum of one day per semester, for the purpose of correcting exams.

c. Upon Administrator approval, Elementary School teachers in grades SSE-5 will be provided a substitute teacher upon request, or a minimum of one day per marking period, for the purpose of testing and record keeping.

ARTICLE IX. TEACHING ASSIGNMENTS

- A. Assignments for the ensuing year shall be made no later than the preceding first day of June, if at all possible.
- B. Teachers who take an extra class or assume added responsibility in lieu of a substitute shall be paid the rate cited in Article VII [I]. Teachers may, by mutual consent, assume added responsibility without reimbursement when substituting for another teacher and the time shall not be deducted from the teacher who has left his/her building. The Building Principal must also approve this arrangement in writing.
- C. Any teaching assignments in addition to the normal schedule during the regular school year shall not be obligatory but shall be made in writing with the consent of the teacher.
- D. If requested by the Administration, counselors may work additional days. Any additional days, which are requested by the Administration, will be compensated for at the regular rate of pay.

ARTICLE X. TEACHING CONDITIONS

The parties recognize that the availability of optimum school facilities for both student and teacher is desirable to insure the high quality of education that is the goal of both teachers and the Board. It is also acknowledged that the primary duty and responsibility of the teacher is to teach and that the organization of the school and the school day should be directed at insuring that the energy of the teacher is primarily utilized to this end.

- A. When a teacher is burdened with conditions that are contrary to the above intent in terms of class size or school facilities, said teacher should call the matter to the attention of the Building Principal. If the matter cannot be remedied by the Principal, the teacher, the Association and Principal shall meet with the Superintendent with the idea of affecting a remedy.

- B. The Superintendent or his designee will meet with representatives from the Association to review class size on a district-wide basis. The initial meeting to review secondary class sizes will be held no later than the fifth (5th) day of each quarter if applicable.

The initial meetings to review elementary class sizes shall be held within five (5) days of the fourth Friday of the school year and within five (5) days of the end of the first semester.

- C. The Board shall, whenever possible, make available in each school adequate lunchroom, restroom, and lavatory facilities primarily for faculty use and at least one (1) furnished room which shall be reserved for use as a faculty lounge.
- D. Telephone facilities shall be made available to teachers for their reasonable use.
- E. Teachers shall report unsafe working conditions to the Administration; if the Administration concurs, appropriate steps shall be taken to remedy the situation.
- F. Thirty (30) hours shall be set aside for Professional Development and twelve (12) hours for parent-teacher conferences. New teachers shall be given an additional day for special orientation. These days will be identified in the mutually developed district calendar.
- G. When a school is dismissed early because of weather conditions, the teachers of that school may leave as soon as it is reasonably sure that the students will arrive home.
- H. Supervisory teachers of student teachers shall be tenured teachers who voluntarily accept the assignment. The parties recognize that "supervisory teachers" are not supervisory teachers under Public Act 379 of 1965.
- I. Teachers will receive their regular pay for days that are canceled but shall work on any rescheduled days with no additional compensation.
 - 1. If at any time during the life of this Agreement, it becomes lawful to count (for the purpose of state member aid) as days of pupil instruction days when pupil instruction is not provided due to conditions not within the control of school authorities due to severe storms, fires, epidemics, or health conditions, it is agreed that the following provision shall become immediately in effect:
 - 2. Per State of Michigan mandate (MCL 388.1701), there shall be a minimum of one thousand ninety-eight (1,098) hours (not to exceed one hundred eighty (180) days of student instruction and one hundred eighty three (183) teacher attendance days. Act of God days shall be included in instruction days. If a school is closed to students for construction, transportation, or health problems, teachers need not report.
 - 3. Scheduled days of student instruction which are not held because of conditions not within the control of school authorities such as inclement weather, fires, epidemics, mechanical breakdowns, or health conditions as defined by the city, county or state health authorities, may be rescheduled at the discretion of the Board of Education to ensure that there are a minimum of one thousand ninety-eight student instructional hours.

- J. On Act of God days no teacher will be charged personal business or sick days and shall suffer no loss of pay.
- K. Both parties mutually agree that they share as a primary objective the enhancement of student learning in the classroom. Both parties recognize that variety of factors interact in numerous ways to influence optimal student learning in the classroom.

Both parties recognize that one factor, optimal class size, is desirable as it contributes to the quality of instruction and learning which is a mutual goal. With this in mind, both parties agree that:

1. Elementary Schools Maximum Class Size

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Kindergarten.....	30
1 st Grade.....	32
2 nd Grade.....	32
3 rd Grade.....	32
4 th Grade.....	32
5 th Grade.....	32

2. 6th through 8th grades shall have no more than 186 students in total over their periods of instruction, 9th through 12th grades shall have no more than 165 students in total over their periods of instruction, excluding seminar, and the parties mutually agree to work toward maintaining a class load below these levels. Both parties, however, recognize that the attainment of such optimal conditions is largely dependent upon the financial resources available to the District. The parties further agree that traditionally large and small classes may be exempt from the optimal size.

When an overload arises and is brought to the attention of the Building Principal, a remedy shall be agreed upon or a remedy shall be affected by the Superintendent and the Association. The remedy may include, but is not limited to the reassignment of students, or the District will pay a daily rate of \$2.50 per student over the cap limit.

- L. Both parties mutually recognize the importance of teachers' attendance at extra-curricular events throughout the district.

ARTICLE XI. VACANCIES, PROMOTIONS AND TRANSFERS

- A. Whenever a vacancy arises, including summer school, the Superintendent shall notify the Association and post notices of the same on a bulletin board in each school except for summer months when such notices shall be posted in the district administration offices. Teachers have ten (10) days after posting to notify the Administration of interest in the position. The Association President or designee may waive or adjust posting period if requested by the Administration. There will be written notification from the Superintendent, or his or her designee, of either acceptance or rejection for any position for which a teacher has applied.

- B. Assignment of staff to buildings is the responsibility of the Superintendent. Assignment of staff within buildings is the responsibility of the Principal.
- C. Requests for transfer should be submitted to the Superintendent in writing. There will be no reassignment that does not benefit the education of the students involved.

ARTICLE XII. SICK LEAVE

- A. All teachers absent from duty due to personal or family illness, who have been employed by the Bangor Township Schools, shall be allowed full pay for a total of twelve (12) days per year, accumulative to one hundred eighteen (118) days.
- B. In the event of suspected misuse of sick leave, the Board or its designee may, at its discretion, require a physician's slip.
- C. In the event an employee is absent for five (5) consecutive working days, due to personal or family illness, the birth/adoption of a child, or military leave, a Family Medical Leave Act (FMLA) form (per Federal law) must be completed. Employees who work 1250 hours or more qualify for twelve (12) weeks, or sixty (60) days of FMLA every twelve (12) months. While on FMLA the employee must use sick/personal/and vacation days. If those days are exhausted the leave is unpaid.
- D. The Board shall furnish each teacher with a written statement at the beginning of each school year, setting forth the total sick leave credit.
 - 1. The annual allotment of twelve (12) days shall be added to the employees' accumulated total days at the beginning of the year.
 - 2. Accumulated sick leave shall be reported on a bi-weekly basis.
- E. In the event of long-term illness, the Board will provide disability protection from the one hundred nineteenth (119) day of absence to the one hundred eightieth (180) day to a maximum of sixty-two (62) days per illness, per occurrence. The level of protection will be 66-2/3% of the employee's current salary on Schedule A.
 - 1. Proof of Disability must be provided to the Employer.
 - 2. Board-paid insurance benefits will remain in effect through the month in which the disability benefits ends.
- F. Worker's Compensation case benefits arising from Paragraph E will be offset with compensation benefits.

ARTICLE XIII. LEAVES OF ABSENCE

- A. Any member of the professional staff may be granted a leave of absence, upon application, for a semester or for a year, without pay, for extended illness, military service, or child rearing. This leave may be extended to two (2) years upon request and with approval of the Board of Education. In the case of military service, the leave may be extended up to four (4) years. Application for leaves of absence by professional staff members should be filed at least sixty (60) days prior to the effective date of the leave of absence, if at all possible. All requests are to be in written form and submitted to the Building Principal.

- B. Members of the professional staff on leaves of absence for reasons stated above, other than military service, shall not be entitled to advance on the salary schedule during the period of the leave of absence. With the exceptions noted, all staff members will return on the next normal step of the salary schedule provided they are otherwise qualified in accordance with other policies pertaining to advancement on the salary schedule.
- C. Requests for leaves of absence because of personal illness are to be accompanied by written certification of illness of the employee from the employee's personal physician. Before professional staff members return to duty, they are to submit satisfactory evidence of physical or mental health to the Building Principal.
- D. Members of the professional staff who request a leave of absence for professional study shall submit an outline of specific plans to the Building Principal for his/her consideration in making a recommendation to the Superintendent for such leave.
- E. Notice of intention to resign must be sent in writing to the Superintendent by March 1 of the leave year. Failure to provide such notice shall be the equivalent of resignation.
- F. A teacher who is an elected officer of the Michigan Education Association, including President, Vice-President, Secretary, Treasurer, Region President, or Coordinating Council President should, upon proper application, be given a leave of absence without pay for the purpose of performing duties for the Association. A teacher given a leave to serve an elected office without pay shall receive credit toward annual salary increment on the schedule appropriate to his/her rank. Said leave will be requested by June 1, if at all possible, and will be renewed on an annual basis. The duration of such leave shall not interrupt the school year.
- G. Military leaves of absence shall be granted to any teacher who shall be drafted or shall have enlisted.
- H. Teachers on military leave shall be given the benefit of any increment which would have been credited to them had they remained in active service to the school system.
- I. Leaves of absence with pay, not chargeable against the teacher's accumulated sick leave allowance shall be granted under the following conditions:
 - 1. Absence when a teacher is called for jury duty;
 - 2. Court appearance as a witness in any cases connected with the teacher's employment or the school or whenever a teacher is subpoenaed to attend any proceeding;
 - 3. Time necessary to take the Military Service Physical Examination(s) in times of national emergency;
 - 4. Bereavement - A teacher shall be entitled to receive up to three (3) days leave with pay due to the death of his spouse, mother, father, child, stepchild, brother, sister, grandparent, or his current mother-in-law, father-in-law, grandchild, aunt, uncle,

niece, nephew, sister-in-law, brother-in-law, or grandparent-in-law or anyone who permanently resides with the teacher to the extent reasonably required to attend the funeral of the deceased person. In addition, a teacher shall be granted up to four additional days deducted from sick leave to attend the funeral of his/her spouse, child, stepchild, mother, father, brother, sister, grandparent, current mother-in-law, current father-in-law, or person who permanently resides with the teacher or if the funeral is 200 or more miles from the school district.

5. Maternity/Paternity/Adoption Leave – A teacher shall be entitled to receive up to one (1) day leave with pay for the birth or adoption of his/her child(ren), beginning on the date of birth or on the date of the legal order of adoption.
6. Administrative-approved visitation at other schools or for attending approved educational conferences or conventions.
7. Any employee who is off work for any approved reasons and receiving pay or a fee must sign over to the school district any money received for the service. The school district, in turn, will then authorize a full day's wages for each day of service fees received.
8. The Association President shall be allowed one (1) day of released time per month. These release days are to be used to conduct Association business. The Association shall reimburse the district the cost for the substitute and the employee's retirement.
9.
 - a. If a teacher is excused part of his/her contractual obligation for active duty in the reserves, he/she may be allowed up to seven (7) days paid leave in a school year. The affected individual's base pay (per diem) for the specified period of time, up to a maximum of seven (7) days, will be remunerated to the school district.
 - b. Every attempt will be made to minimize such leaves, including good faith effort by the Superintendent and/or the affected individual in contacting the appropriate commanding officer.
10. A total of three (3) days, cumulative to five (5), to transact personal affairs that cannot normally be handled outside school hours shall be granted upon submission of the appropriate District form. A reasonable effort shall be made to place requests at least twenty-four (24) hours prior to need.
 - a. Leave of Absence Before or After a Holiday – Teachers are eligible to request, in writing, to the Superintendent the use of one (1) personal day per school year before or after a holiday.
 - Personal days may not be used consecutively with requested day without the approval of the Superintendent.
 - Request of such leave must be submitted at least 5 working days prior to the leave day.
 - No more than 20% of bargaining unit members per building shall be granted a personal day for such leave.

- At the point where more than 20% of the teaching staff in any one building request the same leave day, no other requests will be granted. Once the 20% quota has been filled, an email will be issued to bargaining members within the building(s) that have met the quota to inform members.
- An elected Living Agreement officer will be present at time of lottery drawing.
- All applicants will be notified at least 30 days prior to the scheduled holiday.
- All requests made after the deadline will be denied with the exception of a documented emergency at the discretion of the Superintendent.

If a teacher shall not use one (1) or more of his/her personal leave days, he/she will be reimbursed at the rate of seventy five dollars (\$75.00) per diem at the end of the school year, or add said days to his/her sick day accumulation for any exceeding two (2). It will be the responsibility of the employee to notify the Administration of his/her choice no later than May 1st each year. If a teacher does not notify the Administration of his/her choice, the day(s) will automatically be rolled over to the next school year. If a teacher shall request more than two (2) business days consecutively, a request in writing must be presented to the Association and the Superintendent for approval. Accumulated business days shall be reported at least bi-monthly.

ARTICLE XIV. TERMINAL LEAVE

- A. A payment for unused accumulated sick leave, payable at the rate of one hundred dollars (\$100.00) per day for each unused day of accumulated sick leave, but not to exceed ten thousand dollars (\$10,000.00) will be paid upon retirement from Bangor Township Schools under the Michigan Public School Employees Retirement System or resignation, provided the teacher shall have been employed in the School District for ten (10) years.
- B. Any teacher resigning or retiring with fifteen or more years of service as a teacher in the Bangor Township Schools will receive a one-time lump sum payment of fifteen thousand dollars (\$15,000.00).

Eligible teachers hired prior to June 1, 1994 will receive an additional longevity payment of \$6,000 in their last year of employment. To be eligible, the teacher must sign an irrevocable letter of resignation or retirement by December fifteenth (15) of his or her final year of employment. The teacher will receive two annuity payments of \$3,000 each to be paid at the close of each semester.

- C. In all cases, any teacher who resigns his or her employment with Bangor Township School District and elects payments as provided in this article shall be required, as a condition of receipt of monies, sign a voluntary resignation waiving all rights to recall.
- D. All terminal leave payments will be deposited in an approved annuity plan prior to the employee's effective separation date.

ARTICLE XV. TEACHER EVALUATION

- A. Each teacher shall have the right upon request to review the contents of his/her own tenure file. A personal representative of the Association may be requested by the teacher to accompany the teacher in such review.
- B. Probationary teachers shall be assigned a Mentor at the beginning of their first year of probation. The Mentor / Mentee relationship is to be considered growth oriented. The Mentor teacher shall have no direct or indirect input into the evaluation of the probationary teacher.
- C. Parties agree that the use of video footage from the SAFE system shall not be used in the evaluation process, unless agreed to by the teacher and administrator. All video footage will be in the teacher's control with the exception of a teacher-initiated emergency situation.

ARTICLE XVI. PROTECTION OF TEACHER

- A. Any case of assault upon a teacher on school property shall be promptly reported to the Board or its designated representative. Time lost by a teacher in any judicial proceedings with any incident of violence on school property heretofore mentioned shall not be charged against the teacher, provided the incident is work related and the teacher is not found to be guilty in a court of competent jurisdiction.
- B. If a teacher is to be disciplined or reprimanded by the Board or its agents, he or she shall be entitled to have a representative of the Association present.
- C. Employee personnel files will contain the documents outlined in the Bullard-Plawecki Personnel Records Act: certifications, transcripts, and evaluative and disciplinary documents. Only one personnel file will be maintained and kept at Central Office. Building administrators will not keep any other records, either formal or informal, regarding employees without the knowledge of the employee.
- D. Employees will be notified in writing before any document is placed in employee personnel files. Said documents will be initialed and dated by employee and administrator. (Initialing does not reflect employee agreement with the contents of said documents.)
- D. The Bangor Township Schools' Code of Conduct will be used as a guideline for student discipline.

ARTICLE XVII. REDUCTION IN PERSONNEL

- A. In the event of a reduction in the workforce, the Board or its designee will use the following guidelines:
 - 1. A district-wide seniority list, based on length of service in the bargaining unit, shall be jointly maintained by the Association and the Board of Education. An employee who

receives unemployment compensation during a scheduled break and returns for his/her regularly scheduled work year shall have such district paid unemployment compensation withheld from their salary or reimburse the district for sums paid.

2. Length of service shall begin on the board-approved hiring date. In the event more than one (1) teacher has the same starting date, the teacher shall be placed on the seniority list using the last four (4) digits of the Social Security number, with the highest number being given the most seniority. (In the event that two teachers have the same last four digits, the last five digits will be used.) The language of Article XVII, Section B, will determine placement on the seniority list for those hired after September, 2005. An approved leave does not break contiguous service.

ARTICLE XVIII. SCHOOL CALENDAR

By no later than March 1 of each school year, the superintendent and the Association shall meet to develop the calendar for the ensuing school year. The Association will present a draft calendar by February 1 of the ensuing school year for consideration.

ARTICLE XIX. INSURANCE PROTECTION

A. The B.T.E.A. agrees to abide by all cap limits established by PA152. During the fiscal year 18-20, the Board has selected the 80/20 option for insurance sharing.

The Board of Education will provide one (1) of two (2) insurance options to each teacher. The cost of this insurance option will be shared between the Board of Education and the teacher. Each teacher shall exercise his/her option during the open enrollment period.

1. Option A-

80/20 Employer/Employee contribution

MESSA ABC 1 w/Saver Rx card (\$1350/\$2700)

It is understood that the employer shall fully fund the HSA deductible contribution for each qualified employee on January 1st of each year.

The premiums for the coverage listed below is to be fully paid by the employer:

Delta Dental 75/75/75 - \$1500 annual maximum

Vision VSP-3 Gold

Life Insurance/Accidental Death and Dismemberment - \$50,000

Employee's choosing Option A will have their 20% contribution deducted from their paychecks in equal amounts from the maximum regular paychecks beginning at the end of the annual regular MESSA September open enrollment period through the last paycheck in June.

Any new employee that joins the district after January 1st will be required to take the MESSA Choices II Plan with a \$500/\$1000 deductible for the remainder of that calendar year. The employee will then switch over to the MESSA ABC Plan during the next open enrollment period.

When an employee leaves the district or changes insurance options (Choice A to B or B to A) the employee must satisfy the 20% portion of the 80-20 requirement of PA 152 at the time of change or departure.

2. Option B-

This option will be an annuity payment. The amount will be a minimum guaranteed payment of One Hundred Fifty Dollars (\$150.00) per month per person signing up for this option. This will increase to six thousand (\$6,000.00) less the cost of Delta Dental 50/50/50/50, \$1500 maximum, VSP-3 Gold Vision Care and \$5,000 Term Life if fifteen (15) or more members enroll for the benefit. If less than fifteen (15) Association members enroll for this increased option, it will revert back to the previously agreed One Hundred Fifty Dollars (\$150.00) per month. The number of enrollees will be determined at the end of the regular MESSA September enrollment period.

- B. If both a husband and wife are covered by this Agreement, only one (1) may elect Option A above. The other must elect Option B.
- C. A section 125 plan shall be in place before employee payment of non-taxable contribution to the health plan.
- D. All MESSA Insurance options are available at the teachers' own expense.
- E. The effective date for medical and dental coverage shall be September 1. All newly hired personnel shall not begin insurance benefits until the same effective date.
- F. The Board will make available applications for the insurance programs. It is the responsibility of the employee to fill out all forms for insurance coverage.
- G. There will be no change in any insurance coverage herein unless it is mutually agreed upon by both parties.

ARTICLE XX. STRIKES

- A. No Strike. During the term of this Agreement, neither the Association or any person acting in its behalf nor any individual teacher covered by this Contract will cause, authorize or support, nor will any Association members take part in any strike (i.e., the concerted failure to report for duty, or willful absence of a teacher from his/her position, or stoppage of work or abstinence, in whole or in part, from the full, faithful and proper performance of the teachers' duties of employment) for any purpose whatsoever. It is further agreed the Association will not itself, and will not request any other organization to place a sanction of any form on the Bangor Township School District.

- B. Association Violation of Strike and Sanctions. The Association will not support the action of any teacher taken in violation of this Article, nor will it directly or indirectly take reprisals of any kind against a teacher who continues or attempts to continue the full, faithful and proper performance of his/her contractual duties or who refuses to participate in any of the activities prohibited by this Article.
- C. Violation of this Article will result in such disciplinary action as will be determined by the Board of Education.

ARTICLE XXI. MISCELLANEOUS PROVISIONS

- A. A teacher may request the Administration for reimbursement for loss or damage of clothing and personal property incurred while on duty or on the school premises.
- B. The Board agrees at all times to maintain an adequate list of substitute teachers. Teachers must report absence before 6:00 a.m. on the day of the absence to the Substitute System. Notification of the absence must be made to the Substitute System by telephone or through online access. It shall be the responsibility of the Administration to arrange for a substitute teacher in the event the Substitute System does not assign a substitute teacher.
- C. This Agreement supersedes and cancels all previous agreements, verbal or written, or based on alleged past practices, between the School District and the Association and constitutes the entire Agreement between the parties. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.
- D. Copies of this Agreement shall be printed at the expense of the Board and be made available to all teachers now employed, or hereafter employed by the Board during the term of this Contract. Said copies will be delivered to the Association after ratification by both parties as soon as is practicable. A secured online version will be available to all teachers.
- E. Any changes in the School Code that impact or are in conflict with the language of this contract will be resolved through the Living Agreement – except as provided by law.
- F. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the School District and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not referred to or covered by this Agreement.
- G. Any individual contract between the Board and an individual teacher heretofore executed shall be subject to and consistent with the terms and conditions of this Agreement. Any individual contract hereafter executed shall be in the form provided in Appendix D and shall be expressly made subject to and consistent with the terms of this or subsequent Agreements

to be executed by the parties. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

- H. If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found 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.
- I. If an emergency financial manager is appointed by the state under PA 4 of 2011, Fiscal Accountability Act, the emergency manager may reject, modify, or terminate the collective bargaining agreement in his/her sole discretion. This authority is a prohibited subject of bargaining under the Public Employment Relations Act (PERA).
- J. It is mutually agreed that both parties involved will comply with any new laws regarding union dues.

ARTICLE XXII. SCHOOL IMPROVEMENT PLANS

- A. The Board and the Association encourage and support the concept of continued school improvement efforts designed to assist the School District to reach its mission. Any outcomes from school improvement efforts that call for change in any of the provisions of this Contract or affect wages, hours, terms or conditions of employment must be agreed to by both the Board and the Association before implementation of such changes.
 - 1. Building level committees will be established to work collaboratively on solving building concerns.
 - 2. A District level committee will be established to meet periodically during the school year to address District concerns.
- B. The Association and the Administration will mutually agree upon the process of establishing these committees. Participation in the aforementioned committee shall be voluntary on the part of Association members.

ARTICLE XXIII. DURATION OF AGREEMENT

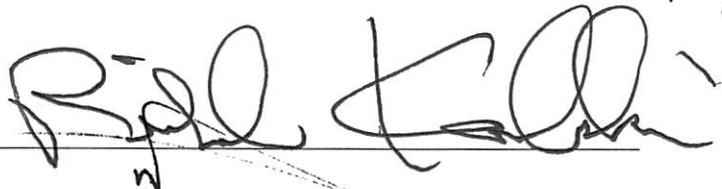
This agreement shall be effective July 1, 2018 and shall continue in effect until June 30, 2020 except for articles VII, XVIII and XIX.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed June 30, 2018.

BANGOR TOWNSHIP
BOARD OF EDUCATION

By: Richard Kowalski, President

Matthew Schmidt, Superintendent



7-12-18

BANGOR TOWNSHIP EDUCATION
ASSOCIATION/MEA-NEA

By: Mark Miller, President

Peter Remington, Vice-President, Chief Negotiator





APPENDIX A

LIVING AGREEMENT

between

*BANGOR TOWNSHIP SCHOOLS
BOARD OF EDUCATION*

and

BANGOR TOWNSHIP EDUCATION ASSOCIATION/MEA-NEA

THIS LIVING AGREEMENT WAS entered into ON THE 20th day of May, 1993 between Bangor Township Schools Board of Education and Bangor Township Education Association/MEA-NEA, the signatories, who shall be the sole parties to this Agreement.

WHEREAS, during 1992 negotiations, the parties recognized the need to “resolve mutual problems and concerns as they arise.” In addition, both parties agreed “in principle with the concept of an ongoing problem solving process” and were “committed to achieving mutually established goals and objectives directed towards the implementation of such a philosophy” in Bangor Township Schools system. To formalize the implementation of this concept;

IT IS AGREED, that guiding principles relative to local wages, seniority, and all pre-determined mutual or bargained agreements shall continue to remain in effect and will be changed or modified on an ongoing basis with the mutual agreement of both the Bangor Township Education Association and Bangor Township Schools Board of Education and will be reviewed periodically.

This agreement will be terminated only if either party notifies the other, in writing, at least sixty [60] days prior to their intent to terminate.

IN WITNESS WHEREOF, the parties have caused their names to be subscribed by their duly authorized Officers and Representatives on this day of June 30, 2017-2018.

BANGOR TOWNSHIP SCHOOLS
BOARD OF EDUCATION
Richard Kowalski, President
John Loop, Vice President
Melissa Kaczmarek, Secretary
Mark Seymour, Treasurer
Brian Tobin, Trustee
Patrick Schafer, Trustee
Jason Forgash, Trustee

BANGOR TOWNSHIP EDUCATION
ASSOCIATION/MEA-NEA
Mark Miller, President
Peter Remington, Vice President, Chief Negotiator
Justin Jamrog, Negotiator
Beth Klippert, Negotiator
Jennifer Knoll, Negotiator
David McPeak, Negotiator
Patrick Tanner, Negotiator

APPENDIX B

STEP	BA	BA+20	MA	MA+18	MA+35
1	35331	36717	38368	39693	42971
2	37970	38704	41058	42415	43779
3	40196	41252	43748	45112	46541
4	42014	43386	45998	47417	48840
5	44221	45909	48666	50118	51567
6	45978	47972	50843	52315	53790
7	48159	50475	53481	54992	56500
8	49382	51962	55050	56561	58077
9	51515	53960	57640	59186	60735
10	55046	56873	60232	61809	63392
11	56147	59323	62817	64438	66053
12		63247	65414	67060	68708
13		64512	69528	71227	72928
14			70918	72652	74387

APPENDIX C

High School Band (March/Concert)	1856	2042	I
High School Student Senate	1856	2042	I
Forensics	1856	2042	I
High School Vocal	1856	2042	I
High School Solo & Ensemble	1856	2042	I
High School Department Head	1483	1635	II
High School Newspaper	1483	1635	II
High School Store	1483	1635	II
High School Yearbook	1483	1635	II
Musical	1483	1635	II
Robotics	1483	1635	II
Academic Track Director	1114	1225	III
Class Sponsor	1114	1225	III
Middle School Yearbook	1114	1225	III
Post Prom	1114	1225	III
Debate	743	848	IV
Elementary Vocal	743	848	IV
High School Drama	743	848	IV
High School Drama 1,2, or 3 Act	743	848	IV
Jazz Band	743	848	IV
Middle School Band	743	848	IV
Middle School Newspaper	743	848	IV
Middle School Vocal	743	848	IV
National Honor Society	743	848	IV
Pep Band	743	848	IV
SADD	743	848	IV
Science Olympiad Coach	743	848	IV
Thespian Troupe	743	848	IV
Robotics Assistant	743	848	IV
Department Chair/Curriculum Leader	1611	1772	Other
Middle School Musical Asst.	216	216	Other
Academic Track Coaches	298	298	Other
Peacemakers	304	304	Other
Elementary School Store	346	346	Other
Middle School Store	346	346	Other
High School Drama Asst.	364	364	Other
Middle School Drama (1 Act)	462	462	Other
Mentor Teacher	486	486	Other
High School Musical Asst.	508	508	Other
Natural Helpers	534	534	Other
Middle School Musical	539	539	Other

Middle School STAND
Baccalaureate Coordinator

546
534

546 Other
534 Other

APPENDIX D

Position	Step 1	Step 2	Step 3	Step 4	Step 5
Head Football	4769	5117	5421	5793	6122
Head Basketball	4769	5117	5421	5793	6122
Assistant Football	2926	3097	3256	3405	3747
Assistant Basketball	2926	3097	3256	3405	3747
Head Swimming	3813	4092	4362	4633	4899
Head Track	3813	4092	4362	4633	4899
Head Wrestling	3813	4092	4362	4633	4899
Head Soccer	3813	4092	4362	4633	4899
Head Baseball	3813	4092	4362	4633	4899
Head Softball	3813	4092	4362	4633	4899
Head Volleyball	3813	4092	4362	4633	4899
Assistant Swimming	2341	2477	2606	2724	2998
Assistant Track	2341	2477	2606	2724	2998
Assistant Wrestling	2341	2477	2606	2724	2998
Assistant Soccer	2341	2477	2606	2724	2998
Assistant Baseball	2341	2477	2606	2724	2998
Assistant Softball	2341	2477	2606	2724	2998
Assistant Volleyball	2341	2477	2606	2724	2998
Head Cross Country	3100	3325	3542	3766	3981
Head Tennis	3100	3325	3542	3766	3981
Head Golf	3100	3325	3542	3766	3981
Head Bowling	3100	3325	3542	3766	3981
Assistant Cross Country	1903	2013	2117	2213	2448
Assistant Tennis	1903	2013	2117	2213	2448
Assistant Golf	1903	2013	2117	2213	2448
Pompons	3097	3323	3543	3764	3978
Head Cheerleading/Per Season	1548	1662	1772	1882	1989
Asst. Cheerleading/Per Season	947	1003	1054	1102	1213

MIDDLE SCHOOL

Middle School Football	1059	1117	1175	1237	1297
Middle School Basketball	1059	1117	1175	1237	1297
Middle School Swimming	837	882	927	974	1022
Middle School Volleyball	837	882	927	974	1022
Middle School Wrestling	837	882	927	974	1022
Middle School Track	837	882	927	974	1022
Middle School Poms	510	558	610	667	729
Middle School Cheerleading	510	558	610	667	729

APPENDIX E
Grievance Report Form
LEVEL 1

- A. Date of occurrence: _____
 - B. Date of discussion with Building Principal: _____ (must be within 15 days of occurrence)
 - C. Date of the Building Principal's verbal response: _____ (must be within 5 days of discussion)
- Association Signature: _____
Administration Signature: _____

LEVEL 2

- A. Date filed: _____ (must be filed within five (5) days of Principal's response at Level 1)
- B. Date cause of Grievance occurred: _____
- C. Nature of Grievance and Article(s) violated:

Remedy for Grievance:

Grievant Signature: _____
Building Assignment: _____

- D. Date of meeting with Grievant: _____ (must be within 5 days of receipt of grievance)
- E. Disposition of Supervisor:

Date: _____ Supervisor Signature: _____
Association Signature: _____

The Principal or Superintendent shall indicate the disposition of the grievance in writing within 5 school days of such meeting and shall furnish a copy thereof to the Association.

LEVEL 3

- A. Date received by Superintendent/Designee: _____
- B. Date of meeting with Grievant: _____ (must be within 5 days of receipt of grievance)
- C. Disposition of Superintendent/Designee:

Date: _____ Association Signature: _____
Administration Signature: _____

The Superintendent shall indicate the disposition of the grievance in writing within 5 school days of such meeting and shall furnish a copy thereof to the Association.

LEVEL 4

Request must be made within 10 days of the Superintendent's written disposition at Level 3.

- A. Date Association requests Arbitration: _____
- Association Signature: _____
Administration Signature: _____

BANGOR TOWNSHIP SCHOOLS
AND
BANGOR TOWNSHIP EDUCATIONAL ASSOCIATION
TENTATIVE AGREEMENT WITH THE BTEA FROM THE BOARD OF EDUCATION

The following is a proposal to be received by the BTEA on March 26, 2018.

1. Salary

- a. One (1) Step for the 2018-2019 school year for teachers hired before June 9, 2018.
- b. One (1) Step for the 2019-2020 school year for teachers hired before June 9, 2019.

2. ARTICLE VII. PROFESSIONAL COMPENSATION

~~B.1. All newly hired teachers may be given up to a maximum of six (6) years' experience for outside teaching experience in any school district in the State of Michigan or other teaching experience in a school district accredited by a recognized accrediting agency for the purpose of placement on the salary schedule per the Superintendent's discretion. Substitute teaching or part-time teaching will not be considered except where the substitute has served sixty (60) consecutive days in Bangor Township Schools. The Living Agreement team may waive or adjust the six (6) year cap if requested by the Superintendent. The association Living Agreement team shall indicate their decision on this matter as soon as possible after the request of such a waiver.~~

~~2. Employees teaching in any K-12 public or non-public school system during periods of layoff will be given appropriate step credit for that experience within the limitations and requirements set forth in Paragraph B [1] above.~~

3. ARTICLE VII. PROFESSIONAL COMPENSATION

H. Teachers may also elect to substitute for another teacher on an hourly, day-to-day basis of the fractional part of the prevailing substitute pay in the District or Twenty-five dollars (\$25.00) per hour, whichever is greater. Middle School and High School teachers who substitute for another teacher on non-flex days (days in which all classes are seen) will be paid the Twenty-five dollars (\$25.00) per hour. Middle School and High School teachers who substitute for another teacher on flex days will be paid Thirty dollars (\$30.00) per hour.

~~For the 2017-2018 school year, teachers that are asked to travel between CMMS and JGHS will be working an additional 55 minutes per week as part of their contract. Due to these conditions, they will be provided an overload stipend of \$1621.62 annually. This stipend shall be divided by the number of pays and disbursed accordingly.~~

4. ARTICLE VIII. TEACHING HOURS

A. 4. ~~Middle school teachers shall have a continuous day with a minimum of fifty (50) minutes planning each day. Elementary teachers shall have continuous day with a minimum average of fifty (50) minutes planning per day.~~

a. **Middle School and** High School teachers shall have two (2) days with five (5) classes, one (1) planning, and a lunch; two (2) days with four (4) classes, one (1) planning, and a lunch; one (1) day with five (5) classes and a lunch; and a minimum of two hundred seventy-four (274) minutes planning each week.

~~b. Middle School teachers shall have a continuous day consisting of six (6) class periods, one (1) planning period, and a lunch period.~~

5. APPENDIX B


11	56147	59323	62817	64438	66053
12		63247	65414	67060	68708
13		64512	69528	71227	72928
14			70918	72652	74387

6. Article XXIII Duration of Agreement

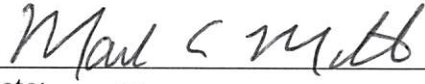
This agreement shall be effective July 1, 2018 and shall continue in effect until June 30, 2020 except for articles VII, XVIII and XIX.

7. It is mutually agreed that this tentative agreement is contingent upon legal review of both parties.

Representative of the Bangor Township
Schools Board of Education:


Date: 7-27-18

Representative of the Bangor Township
Educational Association:


Date: 7-23-18