

A G R E E M E N T

BETWEEN

BANGOR PUBLIC SCHOOLS

AND

**VAN BUREN COUNTY EDUCATION ASSOCIATION/
BANGOR EDUCATION ASSOCIATION, MEA-NEA**

2017 - 2020

TABLE OF CONTENTS

<u>ARTICLE</u>		<u>PAGE</u>
I	Recognition and Definition	3
II	Board of Education Policies and Rights	4
III	Association Rights and Privileges	5
IV	Professional Dues or Fees and Payroll Deductions	6
	A. Payroll Deductions	6
V	Working Hours and Conditions	8
	B. School Day	8
	C. School Year Calendar	9
	F. Tardiness	10
	G. IEPC Meetings	10
	I. Dress Code	10
VI	Teaching Conditions	11
	C. Clerical Help	11
VII	Teaching Assignments	13
VIII	Vacancies and Transfers	14
	A. Voluntary Transfers	14
	B. Posting Vacancies	14
IX	Sick Leave	15
X	Personal Leave	17
	A. For Teachers	17
	B. For Association Business	17
	C. Jury Duty	17
XI	Unpaid Leaves of Absence	18
	A. Definition of Leave	18
	B. Application Procedure	18
	C. Eligibility	18
	D. Rights upon Return from Unpaid Leave of Absence	18
	E. Rights of the Board	18
	F. Length of Leave	19
	G. Teacher Responsibilities	19
	H. FMLA Leave.....	19

<u>ARTICLE</u>		<u>PAGE</u>
XII	Evaluations	20
XIII	Professional Growth and Curriculum	21
	A. Conferences and Visiting Days	21
	B. In-Service Training	21
	C. Curriculum	21
XIV	Mentor Teacher Program	22
XV	Seniority	23
	B. Seniority	23
XVI	Strike Prohibition	24
XVII	Fringe Benefits	25
XVIII	Grievance Procedure	27
	A. Definitions	27
	B. Purpose	27
	C. Procedure	27
	1. Level One	27
	2. Level Two	27
	3. Level Three	28
	4. Level Four	28
	5. Level Five	28
XIX	Clearance Clause	30
XX	Negotiation Procedures	31
XXI	Salary.....	32
	Schedule "A"	32
	Schedule "B"	33
	Schedule "C"	36
	Schedule "X"	38
	Bylaws Governing Teachers' Salary Schedule	39
XXII	Duration	40
Appendix I	Calendar 2017-2018.....	41

ARTICLE I
RECOGNITION AND DEFINITION

The Board recognizes the Association as the sole and exclusive representative for all elementary and secondary classroom teachers who are certificated and regularly employed by the Board: It specifically being the intent of the parties hereto that membership in the Association shall not be a condition of employment, nor used as a point of discrimination in the rights, benefits or obligations under this contract.

The Bangor Board of Education shall be referred to hereafter as the Board. The Van Buren County Education Association (Bangor Education Association, M.E.A. and N.E.A.) shall be hereafter referred to as the Association.

The term CERTIFICATION as used herein shall mean a teacher who is presently holding a valid certificate issued by the State Board of Education under the requirements of Act 202 of Public Acts of 1903 as amended. Certified teachers for the purpose of this agreement shall be defined to include non-certified, non-endorsed classroom teaching personnel as defined in section 1233b of the public acts of 1990.

The term TEACHER as used herein shall include all those teachers employed full time throughout the school year and in addition thereto special education teachers, guidance-counselors, librarians, teachers regularly employed on a part-time basis, pre-school, headstart, probationary teachers as stated below, and specifically excluding from the bargaining unit all others and particularly the supervisory staff consisting of the Superintendent, Principals and Assistant principals, non-supervisory staff consisting of the substitute teachers and non-regularly employed part-time teachers.

When used in this Contract, the word DAYS will mean any day Sunday through Saturday (365 days a year). The words SCHOOL DAY mean a day that school is in session, Monday through Friday. A SCHOOL HOLIDAY (Spring Break, Christmas, etc.) does not count as a school day. When school is not in session over the summer, school days reverts to workdays (M-F) until the re-start of school in the fall.

- A. An Association member shall be entitled to have present a representative of the Association during any meeting which leads to disciplinary action. When a request for such representation is made, no action shall be taken with respect to the teacher until such representative of the Association is present, provided the meeting takes place within one school day.

Should the need for disciplinary action arise out of a meeting (discussion), the meeting shall be discontinued, and the teacher shall be advised of the right to representation under this provision of this Agreement.

ARTICLE II
BOARD OF EDUCATION POLICIES AND RIGHTS

The Board reserves the right to promulgate new policies, or modify existing policies from time to time as the need arises, but not in conflict with the express provision of this Agreement.

The Board agrees to apply these policies equitably.

The Board 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 laws and the Constitution of the State of Michigan, and of the United States, including, but without limiting the generality of the foregoing, the right:

- A. To the executive management and administrative control of the school system and its properties and facilities and the school activities of its employees.
- B. To hire all employees and subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, or their dismissal and demotion; and to promote and transfer all such employees. The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Michigan, and the Constitution and laws of the United States.
- C. Determine the services, supplies and equipment necessary to continue its operations and to determine the methods, schedules and standards of operation, the means, methods, and processes of carrying on the work including automation thereof or changes therein, the institution of new and/or improved methods or changes therein.
- D. Adopt reasonable rules and regulations.
- E. Determine the location or relocation of its facilities, including the establishment or relocations of new schools, buildings, departments, divisions or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities.
- F. Determine the placement of operations, production, services, maintenance or distribution of work, and the source of materials and supplies.
- G. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.
- H. Determine the size of the management organization, its functions, authority, amount of supervision and table of organization provided that the Board shall not abridge any rights from employees as specifically provided for in this Agreement.

ARTICLE III
ASSOCIATION RIGHTS AND PRIVILEGES

- A. Pursuant to the Michigan Public Employment Regulations Act, the Board hereby agrees that every teacher employed by the Board shall have the right to freely organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation and other lawful concerted activities for mutual aid and protection or to refrain from such activities. The Board undertakes and agrees that it will not directly or indirectly encourage or discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by the Act or other laws of Michigan or the Constitutions of Michigan and the United States.
- B. The Association and its representatives shall have the right to use school buildings at all reasonable hours for meetings, providing that when special custodial service is required, the Board may make reasonable charge therefor. Scheduling of the building for meetings shall be subject to the Superintendent's approval as is any organization within the school district that desires to use said school buildings.
- C. School duplication facilities, as provided in the teachers' lounge, may be used for copying of Association materials at reasonable hours and when it does not conflict with use for educational or other purposes which have been permitted by the Board. Other facilities shall not be used for reproduction of Association materials without prior specific approval of the Board or its authorized Agent. The Association shall pay for the reasonable cost of all materials and supplies incident to such use. The Board may withdraw permission for this use for good reason, such as abuse or violation of the conditions of this paragraph.
- D. The Board shall provide a bulletin board to be placed in each teachers lounge for the dissemination of material and information by the teachers.
- E. The provisions of this Agreement shall be applied without regard to race, creed, religion, color, national origin, age, sex, disability unrelated to the ability to perform the duties of the position, or marital status. Membership in the Association shall not be denied to any teacher because of race, creed, religion, color, national origin, age, sex, or marital status.
- F. The rights granted herein to the Association shall not be granted or extended to any competing labor organization.
- G. The Board shall provide each teacher with a mailbox for the purpose of holding, sorting and dissemination of mail and school related communications. The Association agrees to hold the Board harmless for any actions arising from the unauthorized use of teacher mailboxes.

ARTICLE IV
PAYROLL DEDUCTIONS

A. PAYROLL DEDUCTIONS - When duly authorized by the individual the Board agrees to deduct from the teacher's salaries the following:

1. Credit Union
2. Community Chest
3. Tax Sheltered Annuities
 - a. Deductions for Tax Sheltered Annuities shall be limited to the following companies: Lincoln National, MEFSA, General American, IDS, Jackson National Life, State Farm, Janus Fund and Twentieth Century. Suggest all stake holders, both union/nonunion meet to discuss pros/cons and make a decision as to that they wish to do.
 - i. Any further changes in vendors or providers must be approved by the stakeholders.
 - ii. Any future changes in the consortium participation fee will be paid by the district, up to \$20 per participant for the remainder of this contract.
 - b. Up to 2 additional companies may be added upon mutual agreement of the Board and Association.

All funds collected as a result of such deductions shall be promptly remitted to the appropriate financial officer. Any other deductions will be duly authorized by the individual if agreed by the Association and the Board. Deductions of less than five dollars (\$5.00) per month per item will not be allowed except for insurance.

The employee requesting payroll deductions shall hold the Board harmless and release the Board from liability in making such deductions unless the District has been proven negligent.

- B. The Association agrees, upon request, to defend the Board, its officers, agents or employees in any suit brought against all or any of them regarding this Article of the collective agreement, and to indemnify the Board, its officers, agents or employees for any costs or damages which may be assessed against all or any of them regarding this Article of the collective agreement, provided, however, that:
1. The Association has the right to choose the legal counsel to defend any such suit or action after consultation with the Board.
 2. If the Board, its officers, agents or employees elects to select its or their own counsel in any such suit, then the Association shall have no duty to indemnify those defendants it does not represent in the suit; provided, however, that if the Association, through counsel it selects after consultation with the Board, does represent the Board, its officers, agents or employees in such suit, such defendants may additionally hire their own counsel to assist in the defense of any such suit.
 3. The Association, in defense of any such suit, after consultation with the Board, has the right to decide whether to defend any said action or whether or not to appeal the decision of any court or other tribunal regarding the validity of this Article.

4. The Association, in defense of any such suit, shall have the right to compromise or settle any monetary claim made against the Board, its officers, employees or agents under this section after consultation with the Board.

ARTICLE V
WORKING HOURS AND CONDITIONS

- A. All Pre-school through 4th grade teachers shall have as follows each day:
1. A 25 minute duty-free, uninterrupted lunch period. Followed/preceded by a contiguous 15 minute duty-free, uninterrupted recess period, on days when students are present for recess.
 2. A 50 minute duty-free, continuous planning period daily; and
 3. As an I.E.P.C. is an integral part of academic planning, necessary participation of same shall not be considered an interruption of the planning period. In cases in which more than one (1) I.E.P.C. is scheduled during a Teacher planning time in any given week, thirty (30) additional minutes of planning time for each planning period missed will be scheduled by the principal and teachers involved.

The time before students arrive and after students leave for the school day shall not be included in the relief time stated above.

All 5-12 grade teachers shall have each day:

1. A 25 minute duty-free, uninterrupted lunch period.
2. A duty-free, uninterrupted preparation period equivalent to a regular class period for his/her grade level.
3. As an I.E.P.C. is an integral part of academic planning, necessary participation of same shall not be considered an interruption of the planning period.
4. Teachers at the alternative high school who elect to teach a sixth period may do so without setting precedent.

B. SCHOOL DAY

1. The parties agree that a good education climate can be closer to attainment if the teachers are available for student contact both before and after the official school day.
2. All teachers agree to be in their rooms (contiguous teaching stations, except for copying duties) not less than ten (10) minutes before school and to remain there at least five (5*) minutes after school. (*Provided the buses have left) On days scheduled as ½ with students and ½ PD, normal release times will be adjusted to accomplish both objectives.
3. Teachers shall attend regular staff meetings scheduled by the building principal, who will give a minimum of one week's notice except in case of emergency. Each building may have one or two (1/2) meetings per month, per teacher either in the morning or after school not to exceed ten or twenty (10/20) required meetings per school year and should not be scheduled for more than one (1) hour or 30 minutes. Teacher attendance is mandatory unless absence is excused by the principal or the teacher is absent to work at a Schedule B paid position (working at District events is not considered another paid position). In any school year, failure to attend a required staff meeting will result in a written warning. Each subsequent infraction will result in a pay deduction equal to one

(1) hour based on the individual's current rate of pay. Professional staff meetings held on non-instructional days shall not be counted in the number of required meetings.

4. Teachers will normally be in their classrooms at least five (5) minutes before any scheduled class period.
5. Unless otherwise stated herein the following times are for students:

	Full Days			Half Days	
	START	END	LUNCH	START	END
High/Middle School	7:55	2:45	25 min.	7:55	11:40
South Walnut	8:00	3:05	40 min.	8:00	11:55

C. SCHOOL YEAR CALENDAR

1. Teachers will not be required to report or remain in school on the first three (3) days schools are closed for students due to "snow days" or other "Act of God" conditions, but shall report to school on subsequent "Act of God" days if notified to report by the Superintendent. If a building closes early due to "Acts of God" other than weather conditions, teachers may be required to remain in school if the administration deems conditions to be safe and conducive to continue professional activities.
2. Teachers will be paid for the days the district is closed for "Act of God" days, but will not be paid for the days worked due to "Act of God" day make-up days.
3. To the extent required by law, "Act of God" days will be made up during Monday-Friday starting the day after the last regular scheduled day for students.
4. If a "Snow Day" is called on a day that is scheduled as a ½ day with students and a ½ day PD, then the administration has the right to call staff in for the regularly scheduled PD time if conditions are deemed to be safe and conducive. Such a day will count as a teacher work day. If through this action or other make-up days the teaching staff exceed their total number of contracted days, then they will be reimbursed at their per diem rate for the extra days.
5. A one day "NEW" teacher orientation can be run by the District before the normal start of school when deemed necessary.

D. The District recognizes that appropriate equipment and materials are necessary to facilitate a sound educational program. Teachers, either individually, or through established committees, shall be given the opportunity to make recommendations concerning educational program and media. The Association recognizes the right of the District to make all final decisions in the adoption of such programs and media.

E. The Board of Education and the Association believe that good communication between parent and teacher is important in the educational process. With this in mind, the Board and the Association believe that the reporting contacts between parent and teacher should be varied and frequent. All

forms and methods of communication such as parent-teacher meetings, attendance at evening activities, mail, telephone, and school visitation by parents are expected.

- F. TARDINESS - Tardiness shall be the failure to arrive by the time stated in the contract. A teacher shall be given an individual written warning for the first tardiness. Any tardiness thereafter, that teacher shall be docked one (1) hour pay for each hour of tardiness. Teachers tardy less than one (1) hour will be docked for one (1) full hour. Teachers will be docked one (1) hour for any portion of an hour exceeding the first hour of multiples thereof. Continued tardiness may be subject to further discipline.
- G. IEPC MEETINGS - Teachers having prepared appropriate lesson plans, activities, and/or alternative coverage shall be granted release time for necessary IEPC meetings as authorized.
- H. If bargaining unit members are asked by the administration to work extra days beyond the Master Agreement, the compensation for these days shall be either compensatory time or their regular daily pay, as mutually agreed upon by the volunteer and the administration. If compensatory time is chosen, the bargaining unit member may be allowed to redeem the time with anything up to and including two (2) consecutive work days, and may not use it to extend a regularly scheduled vacation. Bargaining unit members may volunteer extra days of work beyond the master agreement. Summer stipend for agreed extra duty, \$120 per day (6 hours) or \$60 per ½ day (3 hours).
- I. DRESS CODE – Teachers are expected to dress in a professionally appropriate manner that is consistent with building conditions. Exceptions to daily classroom attire are:
 - 1. Athletic shorts are not to be worn by teachers when they are in class with students. Physical education teachers may wear athletic shorts. When the outside weather is, or is expected to be, 80 degrees or warmer (forecast determined by www.weather.com with the Bangor zip code) then dress Bermuda shorts may be worn by teachers.
 - 2. Blue jeans, and t-shirts (Viking wear or Education related ONLY) may be worn on Fridays, and field trips where blue jeans are appropriate.
 - 3. Tennis shoes and dress sandals are both considered appropriate foot wear.
 - 4. Sleeveless tops must be 3 inches wide on the shoulders.

Violations will be called to the attention of the teacher with their building representative present. Recurrent violations of reasonable professional attire expectations will be subject to adverse evaluation and/or disciplinary action.

Exceptions approved in advance are important to allow all employees fair opportunity to participate in casual attire.

ARTICLE VI
TEACHING CONDITIONS

The parties recognize that optimum facilities for both student and teacher are desirable to insure the high quality of education that is the goal of the Board of Education and the Association. It is 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 toward insuring that the energy of the teacher is primarily utilized to this end.

- A. Because the pupil-teacher ratio is an important aspect of an effective educational program, the parties agree that class size should be lowered wherever possible to meet optimum standards. The Board of Education recognizes the need for control of class size but that no definite number can be affixed so as to prove or disapprove whether a good teaching situation exists.

The Board will always work toward the reduction of class size as building space and funds permit. In classroom situations that involve lab work or computer stations, the Board recognizes the importance of having sufficient student work stations available for use. Instructional delivery techniques in some classrooms may permit more students than student stations.

- B. No teacher shall be required to teach more than the equivalent of one section at a time in any subject except physical education.

- C. CLERICAL HELP - Teachers will be relieved by the use of non-teaching personnel in performing non-teaching and administrative duties such as the following:

1. The Board shall provide networked copy machines in all buildings. In the event the copy machines break and are not functioning within 48 hours, office clerical help will make copies until copiers are working correctly.
2. Summarizing and balancing attendance data, scoring I.Q. and achievement tests, and money collections.
3. Clerical help will update and complete CA-60 files. Teachers will provide grades and attendance for the update.

The Board agrees to provide either one teachers' aide or adequate clerical person for each Kindergarten classroom during the first two (2) weeks of school and will see to it that these persons are available the day school starts.

- D. The Board recognizes that appropriate texts, library reference materials, maps and globes, laboratory equipment, audio-visual equipment, art supplies, athletic equipment, current periodicals, standard tests and questionnaires, and similar material are the tools of the teaching profession. The parties will confer from time to time through Curriculum Committee for the purpose of improving the selection and use of such educational tools and the Board undertakes promptly to implement all joint decisions thereon made by its representatives and the Association. The Board agrees at all times to keep the schools reasonably equipped and maintained.

- E. The principal will designate a person to deal with emergencies in his/her building in the event of his/her absence due to official business.

- F. Each building will have one door designated for after hour teacher's use. It will have a separate key setting and any teacher may request a key for the school year.

In the event of a lost key, the Association will pay the Board of Education the sum of \$15.00 (fifteen dollars) to reset the lock and replace outstanding keys.

Teachers will use the buildings only during the hours and days agreed upon at the start of each school year because of the alarm system. Each building principal will schedule alarm free time on the weekends.

- G. Teachers who are responsible for a false security alarm shall be subject to progressive discipline, including up to a \$25 fine per incident.

ARTICLE VII
TEACHING ASSIGNMENTS

The Building Administrator will notify, in writing, teachers of their tentative fall assignments for the following school year no later than the last day of the current school year. The master schedule will be considered as a written notification. Assignment changes may be made after notification due to unanticipated needs of the district. When a tentative assignment change must be made, the Building Administrator will notify the affected teacher.

ARTICLE VIII
VACANCIES AND TRANSFERS

A vacancy shall be defined as a newly created position or an existing position that is unfilled due to the resignation, retirement, death, or transfer of a bargaining unit member.

A. Voluntary Transfers

1. A member may request a transfer to any vacancy within the system for which they are certified and qualified. Transfer Requests: by May 1st of each year, members may request transfers from one school to another or transfer to a different teaching subject or assignment for the ensuing school year. All requests for transfer must be in writing on forms provided by the Administration.

2. Transfer Request File

Transfer requests shall be kept on file for a period of one (1) year.

The Board has the right to deny any transfer request.

B. Posting Vacancies

All vacancies may be posted. Teaching positions and extra-curricular positions may be posted separately. Any qualified teacher in the school system may present a written application for such vacancies to the Superintendent or other administrators as indicated on the posting.

ARTICLE IX
SICK LEAVE

Teachers shall be allowed sick leave at the rate of ten (10) days per year, accumulative to one hundred thirty (130) days.

- A. A teacher may borrow accumulated sick leave from another teacher. Upon agreement of the Association and the Board
- B. Sick leave shall only be used in the event of a teacher's inability to report to his/her duties owing to illness, disability, injury or as provided in Section D below. Except in cases of emergencies teachers unable to so report to said duties shall notify the designated substitute system no less than one and one half (1-1/2) hours prior to the start of their regular work day. Teachers absent for more than three (3) consecutive work days or exhibit a pattern of absenteeism may be required to submit a physician's certificate.
- C. Any teacher who is absent in excess of allowable sick leave or personal leave shall be subject to a deduction of the annual salary and be charged the cost of fringe benefits* (Article XVI).

The deduction shall be equal to 1/x of the teacher's regular teaching annual salary and the fringe benefit cost to the teacher shall be 1/x of the annual fringe benefit cost for the teacher for each day absent.

* Except as provided in the Federal Family Leave Act.
("X" means the number of days in the school year in which the absence occurred).

- D. Working days to be deducted from accumulated sick leave may be claimed for illness in the family. Family is defined as:
 - 1. Mother
 - 2. Father
 - 3. Husband
 - 4. Wife
 - 5. Brother
 - 6. Sister
 - 7. Son
 - 8. Daughter
 - 9. Mother/Father-in-law
 - 10. Daughter/Son-in-law
 - 11. Others of emotional significance

The teacher's sick day use for family shall be limited to a total of 30 days per school year, except in cases when the doctor provides a statement indicating the family member needs continuous care to be provided by that teacher.

- E. By the first payroll in October, the Board will furnish each teacher with a statement of their accumulated sick leave credit.
- F. Teachers will be paid \$25.00 per unused sick day upon leaving the district after five (5) consecutive years of service. These days are limited to the current limit of 130 days. Termination due to illegal activity would disqualify a person from this section.

- G. Teachers who have been employed by Bangor for greater than 15 years upon resignation will receive the following amounts for each unused sick leave day:

Notice of resignation given before May 1

- 45% of the current substitute daily rates of pay for days through 130 days
- 75% of the current substitute daily rates of pay for days beyond 130 days

The unused sick days beyond 130 days will be known as “Incentive Unused Sick Days”. These days will be recorded and can never be lost and will only be used for payment upon retirement.

Teachers may only accumulate up to 130 sick days which can be used for sick days.

ARTICLE X

PERSONAL LEAVE

A. FOR TEACHERS

Teachers desiring personal leave will submit their application to the Superintendent or his/her designee. Teachers shall be given two (2) personal days without a reason. All applications must be made at least five (5) days prior to the absence (except in emergency). The Superintendent or his/her designee shall not be obligated to grant more than one (1) application during any one (1) day from any building, nor days immediately preceding or following school holidays (any week day, M-F, during which teachers are not scheduled to report for their assignment). Personal days shall not be deducted from sick leave. Permission will not be granted for personal leave for Association business. Teachers agree to exercise professional ethics in taking their personal days. Unused personal days will be transferred to the Teacher's accumulated sick days at the end of each school year.

- i. Up to three (3) working days may be claimed for death in the immediate family (see definition in Article IX, paragraph D). This paragraph does not refer to funeral leave which may be granted as personal leave under paragraph one, this section.
- ii. Employees with children enrolled in this district may use up to two (2) of their allowed sick days for personal business pertaining to their children who attend Bangor Public Schools (school programs, field trips, college visitations).
- iii. Teachers who have accumulated 100 or more sick days may use up to two (2) days of their annual sick leave allowance for personal business each year that the 100 day accumulation remains.
- iv. Personal days approved in excess of the 2 allowed above will be removed from the sick day total.

B. FOR ASSOCIATION BUSINESS

At the beginning of each school year, the Association shall be credited five (5) days to be used by teachers who are officers or agents of the Association, such use to be at the discretion of the Association. All applications must be made at least five (5) days prior to the absence (except in emergency). The Superintendent or his/her designee shall not be obligated to grant more than one (1) application during any one (1) day from any building, nor days immediately preceding or following school holidays. Association days shall not be deducted from sick leave.

C. JURY DUTY

A teacher who is called for Jury Duty or to give testimony before any legal, judicial or administrative tribunal shall not have sick/personal days deducted from their total. Provided the teacher reimburses the District any compensation which they received for performance of such duty. This provision does not apply to any cause in which the teacher is a party to the action.

ARTICLE XI
UNPAID LEAVES OF ABSENCE

- A. DEFINITION OF LEAVE - A leave of absence means that the teacher may return on the proper step of the salary schedule as if the interruption of service had not occurred. All accumulated fringe benefits will be restored. Leaves of absence without pay may be granted to teachers for the following purposes:
1. Educational improvement through further training
 2. Educational improvement through travel
 3. Maternity
 4. Child care
 5. Illness or injury requiring at least a full school year's leave of absence
 6. Family Medical Leave Act.
- B. APPLICATION PROCEDURE - The application under A-1 or A-2 must be in writing, accompanied by sufficient establishment of the nature of the educational improvement and its value to the school system. This must be filed with the Board no later than April 15th, and have endorsed thereon the approval of both Principal and Superintendent. A teacher shall file a written application for leave of absence under A-5, together with a doctor's statement indicating the reasons thereof. A teacher shall submit an application for leave under A-4 no later than two (2) months prior to the anticipated starting date of the leave. Teachers shall provide the district with a physician's statement of any expected disability or forthcoming disability by no later than four months prior to the anticipated date of disability.
- C. ELIGIBILITY - To be eligible to apply for a leave of absence under A-1 or A-2, a teacher shall have been employed by the Board for a period of not less than seven (7) full school years and shall not have taken such a leave within five (5) years next preceding the application.
- A teacher considering a leave under A-3 may elect to do so, or may elect to take paid sick leave for the period of disability or a combination of paid and unpaid leave.
- To be eligible for A-4 and A-5, the teacher must have acquired tenure status.
- D. RIGHTS UPON RETURN FROM UNPAID LEAVE OF ABSENCE - Teachers returning from an unpaid leave of one (1) year or less shall be entitled to reinstatement to a position for which they are certified and qualified.
- E. RIGHTS OF THE BOARD - The Board may restrict the total number of teachers on leave under A-1 or A-2 at any one time, not to exceed one (1) teacher per building and not to exceed a total of four (4) teachers at any one time from its entire staff.

The Board has the right to deny the leave of absence if no replacement can be found to fill the vacancy that would be created by the absence of the applicant.

Teachers may request days off without compensation, and if granted, will be "docked" for these days. The Superintendent may grant these days "without pay", however, the Superintendent or his designee shall be under no obligation to grant the days at any time. Unpaid days shall not be used to extend a vacation.

- F. LENGTH OF LEAVE - Leaves granted under A-1 or A-2 or A-4 or A-5 may be for a period not to exceed one (1) year at the will of the Board. Leaves under A-3 shall be for the period of disability up to two (2) years as determined by a physician.
- G. TEACHER RESPONSIBILITIES - The teacher granted a leave of absence pursuant to A-1 or A-2 shall as a condition of said grant be under the duty at the end of said leave time to return and teach in this school system for a least three (3) years thereafter.
- H. FMLA LEAVE – After 3 consecutive school days of absence the Superintendent or his/her designee will notify a staff member when the district intends to designate leave as FMLA-qualifying. Such notice may be given orally or in writing. (Written notice follows 10 days after oral.) If the Superintendent does not have sufficient information about the reason for an employee’s use of paid leave, the Superintendent may inquire further to ascertain whether the paid leave is FMLA-qualifying. Once the Superintendent learns that a paid leave is for an FMLA leave-qualifying reason, the Superintendent or his/her designee will promptly notify the staff member that the paid leave will count towards the staff member’s twelve (12) week FMLA-leave entitlement.

Pursuant to the Family and Medical Leave Act as amended, an employee shall be entitled to an unpaid leave of absence of up to twelve (12) weeks, during a twelve (12) month period, for one or more of the following:

- (a) Birth, adoption or foster care placement of an employee’s child;
- (b) Serious health condition of an employee’s spouse, child or parent;
- (c) The employee’s own serious health condition;
- (d) Or other reasons as identified by FMLA.

The beginning date of the Family Medical Leave shall be the first day of the employee’s absence which resulted in continuous absence thereafter.

The Board of Education will continue premium payments for health care benefits up to twelve (12) weeks for a teacher who has been granted a leave for his/her own illness, to care for a seriously ill family member or for the birth or adoption of a child pursuant to the Federal Family and Medical Leave Act. The teacher must continue to pay their portion of the premium. If the teacher voluntarily terminates employment, the Board shall have the right to recover all premium payments made during the unpaid leave interval. These amounts may permissibly be deducted from any wage or other payments due the teacher, with any deficiency to be remitted by the teacher to the Board within ninety (90) days of demand.

The employee returning from a leave under this Act shall be returned to a position for which he/she is certified and qualified.

Upon request, the teacher shall present a clearance certificate signed by a physician prior to returning to work. The Superintendent shall also have the right to have the teacher examined by a physician of the District’s selection at District expense.

ARTICLE XII
EVALUATIONS

The Association recognizes the right and responsibility of the Administrative staff to evaluate the performance of teachers. The Association also recognizes the right and responsibility of the administrative staff of the school to visit classrooms for purposes of evaluating and promoting the education program.

ARTICLE XIII
PROFESSIONAL GROWTH AND CURRICULUM

- A. CONFERENCES AND VISITING DAYS - The Administration should equitably encourage teachers to participate in conferences and visiting days. A teacher may, at the discretion of the Superintendent, have two (2) days a year with pay for professional visits or for attendance at special conferences for teachers.
- B. IN-SERVICE TRAINING - Teachers will be required to participate in Inservice Training programs, initiated by the Administration and paid by the Board of Education.
- C. CURRICULUM - Under the supervision of the Superintendent or his designee, the professional staff of the school system will seek improvements in the educational program of the schools through the appointment of a Curriculum Council. This Curriculum Council shall be comprised of at least the Curriculum Coordinator, one teacher from each educational level and a Guidance Counselor Representative.

Principals and teachers in all departments and grade levels shall assist as requested in the development and revision of the curriculum, performance objectives, and other changes that may be needed to meet the needs of the students and adult population in this community in accordance with the guidelines of the State Board of Education.

ARTICLE XIV
MENTOR TEACHER PROGRAM

- A. The goal in the mentor teacher program is to provide support and coaching for the probationary teacher.
- B. The mentor teacher will keep a written log of meetings with the probationary teacher. This log will include the dates, times and a brief summary of topics discussed in the meetings.
- C. Mentor teachers and probationary teachers may be provided with release time to work together. This time shall be requested by the mentor teacher and subject to the approval of the building administrator.
- D. The building administrator will identify the mentor teachers, provide appropriate training and/or in-services, and supervise the activities of the mentor teacher and the probationary teacher.
- E. The mentor teacher assignment will be subject to review on a semester basis. Either the mentor or the building administrator may terminate the relationship at that time, and another mentor will be appointed.
- F. The mentor teacher will be provided a stipend for each mentee which is stated in Schedule B.

ARTICLE XV
SENIORITY

- A. Seniority shall be defined as the length of service in the District as an employee in the VBCEA/Bangor Education Association bargaining unit. Teachers who leave the bargaining unit but remain employees in the District will have their seniority frozen. Employees who return to the bargaining unit will begin to accrue seniority building on the amount of seniority they had previously accrued which had been frozen.

The first date of employment as a teacher shall be the seniority date. The date a new teacher begins working in an "extra duty" position has no bearing on the seniority date.

- B. SENIORITY – The Board shall maintain a current master seniority list and present the same to the Association by October 1st of each school year, and again anytime a change is made. The Association has until October 15th to review the list and to notify the Board of any errors. If no errors are reported, the Board may assume the list is accurate.
- C. Teachers will be placed on the seniority list based on their employment date. In the circumstance of more than one (1) teacher beginning employment on the same date, placement will be based on a random drawing of lots. All teachers so affected will participate in a drawing within 30 days to determine position on the seniority list. The Association and teachers so affected will be notified in writing of the date, place and time of the drawing. The drawing shall be conducted openly and at a time and place which will reasonably allow affected teachers and Association Representatives to be in attendance.
- D. Provided the "at work" requirement is fulfilled, the Board will make the health insurance plan available to any laid off teacher, however, the teacher must pay the premiums while laid off.
- E. In the event of a reduction of personnel, the Superintendent, or designee, will strive to give as much advance notice as possible.

ARTICLE XVI
STRIKE PROHIBITION

The Association recognizes that strikes, as defined by Section I of Public Act 336 of 1947 of Michigan, as amended, by teachers are contrary to public policy and the best interest of students, as well as contrary to law. The Board and the Association subscribe to the principle of resolution of differences in an orderly and appropriate manner as befits the high standards of professionalism. Accordingly, the Association agrees that it will not strike or sanction a strike by any member or group of members against the Board during the term of this Agreement; nor will the Association sanction any strike against the Board.

ARTICLE XVII
FRINGE BENEFITS

The Board shall provide MESSA health insurance for teachers who apply for health insurance. In cases where both the husband and wife are teachers in Bangor, only one is eligible for health insurance. The Board and Association agree the rules and regulations of the underwriter will be followed and that the Association and the Board recognize that the parties are not obliged to provide insurance coverage for a teacher if the underwriter prohibits such coverage of a teacher. The Board shall make premium contributions excluding coverage for abortion or abortion-related service or any other coverage which is prohibited by law or shall result in a penalty to the District. (See attached Letter of Understanding.)

- A. The Board shall pay up to \$528.73 per month for a single subscriber, \$1105.74 per month for two-person, and \$1442.00 per month for full family coverage for the 2017-2018 school year according to PA 152 and will use the auto inflation adjustment in subsequent years. If the premium cost exceeds the Board's contribution, the remainder shall be subject to payroll deduction. The Board's contribution shall increase per the annual statutory increase. Employee who work the full school year will receive twelve (12) months of insurance.

Insurance payments for the ABC/HSA plan will be determined by taking the cost of the policy chosen and any self-funding, subtracting the Hard Cap, and dividing the remainder by 26. (HSA's will be funded at \$1,300.00 for a single and \$2,600.00 for 2-person or family). The individual member can select a higher funding level, provided it complies with IRS regulations.

Insurance deductions and dues deductions instead of being deducted once a month will from this point forward be taken equally from each (2 week) check.

The employer shall provide a Premium Contribution Plan which permits a member's contributions towards premiums to be paid with pretax dollars.

The employer shall formally adopt a qualified plan document which complies with Section 125 of the Internal Revenue Code. Bargaining unit members electing to use the Premium Contribution Plan shall do so through a Salary Reduction Agreement and payroll deduction.

- B. Teachers not electing to take any health insurance may participate in the PAK B Plan and will receive a cash option in lieu of benefits. The cash amount shall be the single subscriber hard cap amount.

The employer shall formally adopt a qualified plan document which complies with Section 125 of the Internal Revenue Code. Teachers may use this money through a Salary Reduction Agreement by the bargaining unit member towards MPERS Tax Deferred Plan (TDP), MEA-FS Tax Deferred Annuities (TDA), or other non-taxable options provided by any Board approved annuity company. All selections may be payroll deducted.

- C. There shall be no duplication of health coverage in the event more than one member of the same family is employed in this system as a teacher.

- D. Part-time employees shall receive benefits on a pro-rata basis.

- E. MESSA PAK Summary

Plan A, C, D, and E:

1. Health: Van Buren Health Consortium

2. Long Term Disability: 66 2/3%
\$5,000 Maximum
90 Days – Modified Fill
COLA – Yes
Pre-existing Condition Waiver
Family Social Security Offset
No Survivor Income
Freeze on Offsets
No Educational Supplement
Alcohol/Drug Same as Illness
Mental Nervous Same as Illness
5% Minimum Payout
2 Year Own Occupation

3. Negotiated Life: \$20,000 with AD&D

4. Vision: VSP – 3

5. Dental: 80/80/80: \$1,000 Annual Maximum
80: \$1,500 Class IV Lifetime Maximum
Two Cleanings per Year
Sealants

Plan B: (For employees not electing health insurance)

Long Term Disability: Same as above

Negotiated Life: Same as above

Vision: Same as above

Dental: Same as above

Employees choosing Plan B shall contribute ten percent (10%) of the premium.

- F. The Board shall be the policyholder for insurance.

ARTICLE XVIII
GRIEVANCE PROCEDURE

A. DEFINITIONS

1. A "grievance" is a claim based upon an event or condition which affects the welfare or conditions of employment of a teacher or group of teachers and arising from the language of this Agreement or an alleged breach thereof. It is expressly understood that a claim based upon an event or condition which does not affect the welfare or conditions of employment of a member of the unit described in Article I above will not constitute a grievance.
2. An "aggrieved person" is the person or persons making the claim.
3. A "party in interest" is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.

B. PURPOSE

1. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to grievances which may from time to time arise. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
2. Nothing contained herein will 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 Association has been given opportunity to be present.

C. PROCEDURE

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered a maximum, and every effort should be made to expedite the process. If appropriate action is not taken within the time limit specified, the grievance will be deemed settled on the basis of the disposition at the preceding level. Non- weekend holidays, "Act of God" or any days on which school is cancelled that are beyond the District's control, and other recess days do not count in time limits. Should the grievance teacher leave the employ of the Board, all further proceedings on said grievance shall be barred. The time limits specified may, however, be extended by mutual agreement expressed in written form. In the event a grievance is filed on or after June 1st which, if left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest, the time limits set forth herein will be expedited by mutual agreement of the parties.

1. Level One

A teacher with a grievance will first discuss it within ten (10) school days of the occurrence with the objective of resolving the matter informally. This may be done alone or with or through the Association School Representatives. The names of these representatives will be furnished by the Association to the Principal. The Principal shall attempt to resolve the grievance within ten (10) school days of the discussion. If no satisfactory solution is reached within this time, then the grievant either directly or with the A.S.R. will reduce the grievance to writing which shall be signed by the grievant and the A.S.R. and filed with the Principal not later than ten (10) school days following the Principal's verbal decision. If the grievance involves more than one (1) school building, it may be filed with the Superintendent.

Within ten (10) school days of receipt of the grievance, the Principal shall meet with the grievant in an effort to resolve the grievance. The Principal shall indicate his disposition of the grievance in writing within ten (10) school days of such meeting and shall furnish the A.S.R. a copy.

2. Level Two

The Association must approve all grievances that are processed to Level II (Superintendent) and beyond. If the grievant is not satisfied with the disposition of the grievance or if no disposition has been made within the days specified, the grievance may be filed with the Superintendent, within five (5) school days from the written decision of the principal or from the time allotted therefore if no decision is rendered.

Within ten (10) school days the Superintendent or his designee shall meet with the teacher either directly or through the A.S.R. on the grievance and shall indicate his disposition of the grievance in writing within five (5) school days of such meeting and shall furnish a copy thereof to the Association.

3. Level Three

If the Association is not satisfied with the disposition of the grievance by the Superintendent or his designee, or if no disposition has been made within the specified time, the grievance may be filed with the Board of Education by filing a written copy with the Secretary or other designee of the Board within five (5) school days from the written decision of the Superintendent or from the time allotted therefore if no decision is rendered. The Board or its designated committee no later than its next regular meeting or two (2) weeks, shall meet with the Association on the grievance.

Disposition of the grievance in writing by the Board shall be made no later than ten (10) school days after the meeting. A copy of such disposition shall be furnished to the Association.

4. Level Four

If the grievant directly or through the Association is not satisfied with the disposition of the grievance at Level Three, or if no disposition has been made within the specified time limits, the grievance may be submitted to the Michigan Employment Relations Commission according to law and within ten (10) school days following time limits specified at Level Three. Both parties may mutually agree to skip Level Four.

5. Level Five

If the grievant directly or through the Association is not satisfied with the findings, conclusions and recommendations of the Michigan Employment Relations Commission, they may within twenty (20) school days submit the grievance to the American Arbitration Association.

The parties will be bound by the rules and procedures of the American Arbitration Association in selection of an arbitrator.

Powers of the Arbitrator. It shall be the function of the arbitrator and he shall be empowered, except as his powers are limited below, after due investigation, to make a decision in cases of alleged violation of the specific articles and sections of this Agreement.

- a. He shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.
 - b. There shall be no appeal from Arbitrator's decision if within the scope of his authority as set forth above. It shall be final and binding on the Bangor Education Association, its members, the employee or employees involved, and the Board.
 - c. The fees and expenses of the arbitrator incurred shall be paid by the loser. In case of split decision each party pays their share of the total cost as declared by the Arbitrator.
- D. The following matters shall not be the basis of any grievance filed under the procedure outlined in this Article:
- 1. Any matter for which there is recourse under state or federal statutes.
 - 2. Any matter in which the Tenure Act prescribes a procedure or authorizes a remedy (i.e., discharge and/or demotion, etc.).
 - 3. Any prohibited subject of bargaining, including layoff/recall, assignment/transfer, discipline/discharge, and evaluation.

ARTICLE XIX
CLEARANCE CLAUSE

- A. The parties acknowledge that during negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with request to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in the Agreement. Therefore, the Board 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 specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

- B. 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.

- C. If an emergency financial manager is appointed by the state under the 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).

ARTICLE XX
NEGOTIATION PROCEDURES

- A. In any negotiations described in this Article, neither party shall have any control over the selection of the negotiating or bargaining representatives of the other party and each party may select its representatives from within or outside the district. It is recognized that no final Agreement between the parties may be executed without ratification by a majority of the membership of the Association and by a majority of the Board of Education, but the parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations or bargaining, subject only to such ultimate ratification.

- B. If the parties fail to reach agreement in any such negotiations, either party may invoke the mediation machinery of the Michigan Employment Relations Commission.

ARTICLE XXI
SALARY

Three year deal with a 1% raise to the Salary Schedule and movement to the new salary model described below.

SCHEDULE A

Proposed New Structure (To start with 2017-18 school year)

After the ratification of this contract by both the BEA and the Board of Education, teachers will be placed on the salary schedule at one of the following levels. Placement will be calculated based first on the salary a member had earned on the old salary scale described in Schedule X (2016-17 Schedule A +1%), and second on experience. No current member's salary will be less than the starting salary calculated in Schedule X (2016-17 Schedule A +1%). Any member who completes, by August 31, 2017, the required number of graduate credits to move on the Schedule X salary schedule to an advanced column will make that column advancement first, and then will be moved over to the new salary index described below.

- **Level I** \$38,000 Base Salary (Fixed during the life of the agreement)
 - Yearly increase – 2% increase to Salary

Minimum Requirements to move from Level I to Level II.

- Six years teaching experience* (Awarded plus years at BPS).
- Earn a minimum of 4 yearly evaluation ratings of effective or higher.
- Professional Teacher Certificate.

- **Level II** \$47,500 Salary (1.25 times base)
 - Yearly increase – 1.5% increase to salary

Minimum Requirements to move from Level II to Level III.

- Twelve years teaching experience* (Awarded plus years at BPS).
- Earn a minimum of 4 yearly evaluation ratings of effective or higher during Level II.
- Masters Degree or Higher

- **Level III** \$57,000 Salary (1.5 times base)
 - Yearly increase – 1.0% increase to salary until reaching the max

* "years teaching experience" shall be defined as the years of teaching service reported by the Office of Retirement Services.

- **Max Salary** \$70,300 (1.85 times base)

The Board reserves the right to place an incoming experienced teacher at an appropriate professional level/salary less than the teacher's actual years of experience. The Board also reserves the right to place an incoming experienced or new teacher at a level/salary higher than the teacher's years of experience.

A Level change on the schedule will only be effective at the beginning of the semester following the date of completion of the professional certificate or MA requirements, (as shown on the official college transcript), provided that the teacher submits supporting evidence of completed requirements at least 15 days prior to the beginning of the semester.

If a teacher is placed in a professional level and their salary is more than the salary for that professional level, the teacher will be placed at the appropriate professional level, but will NOT be paid less than the teacher's current salary. If a teacher's salary crosses a level line (as a result of the percentage increase), they are moved to the next level, and will receive the appropriate Level increase.

- A. COMPENSATION-The basic salaries of members covered by this agreement are set forth in Schedule A, which is attached to and incorporated in this agreement. Such salaries shall be indexed annually according to the chart above.
 - a. Schedule X is the previous salary schedule and exists in this contract as a historical reference and a transition element. Schedule X will continue to be used for the payment of Schedule B positions. It shall remain in the contract until it is determined that is of no further value. This will maintain a reference point, should any future discussions require a return to or use of the previous compensation system. The escape from the Merit model must have a full year notice by either party. If activated, teachers would return to a step corresponding to their current salary. If between steps, the teacher would move up or down depending on who activated the escape.

SCHEDULE B

- A. Percentages will be applied to the years of experience as in the same sport or activity on the appropriate BA step of the salary schedule as determined by administration.
- B. Teachers do not receive tenure in any extra duty position. Extra duty appointments are made annually by the Board of Education.
- C. Except for those activities reimbursed on an hourly basis, teachers being reimbursed according to this schedule shall be paid in either a "lump sum", utilizing a separate check, subsequent to completing the activity or, if the activity is year-long, payment shall be made in 2 equal installments once at the end of each semester.
- D. Extra Duty Pay Reduction Due to Absence - Teachers are expected to complete their extra duty assignments. Teachers who are absent from their extra duty assignments and do not complete or fulfill their duties will have their extra duty pay reduced. The amount of reduction will be proportional to the amount of duties the Teacher did not complete or fulfill. Each situation will be considered on a case by case basis.

ACTIVITY	PERCENTAGE
Varsity Football	11%
Assistant Football	8%
JV Football	8%
8th Football	6%
7th Football	6%
Cross Country (Boys/Girls)	11%
Middle School Cross Country (Boys/Girls)	6%
Varsity Basketball (Girls)	11%
Varsity Basketball (Boys)	11%
JV Basketball (Girls)	8%
JV Basketball (Boys)	8%
Frosh Basketball (Boys/Girls)	7%
8th Basketball	6%
7th Basketball	6%
Varsity Volleyball	11%
JV Volleyball	8%
Frosh Volleyball	7%
8th Volleyball	6%
7th Volleyball	6%
Varsity Wrestling	11%
Assistant Wrestling	8%
JV Wrestling	8%
JH Wrestling	6%
Varsity Softball	11%
JV Softball	8%
Varsity Baseball	11%
JV Baseball	8%
Varsity Track (Boys)	11%
Assistant Track (Boy')	8%
Varsity Track (Girls)	11%
Assistant Track (Girls)	8%
JH Track (Boys)	6%

JH Track (Girls)	6%
Varsity Golf	11%
JV Golf	8%
Varsity Cheerleading 5% *	5%
JV Cheerleading	4% *
JH Cheerleading	3% *
Sports Club Sponsor	1.5%
* % per season SCHEDULE "B" assignments are to be done outside of school	

SCHEDULE "C"

ACTIVITY	PERCENTAGE
High School Band	9%
Theatre Director	5%
Music Theatre Assistant/Pianist	3%
Viking News Live Director	8%
H.S. Student Council Advisor	4%
M.S. Student Council Advisor	3%
Viking Press Advisor	8%
	ADVISOR
Spanish Club	\$900
Academic Competition	\$900
National Honor Society	\$1300
Varsity Club	\$900
Bangor Creates Director	\$500
Bangor Creates Building Rep	\$200
Class Sponsor (Grades 5-12)	\$900
Junior Class (Prom)	\$1000
Teacher Subject Area Coordinator (Building)	\$900
Building Curriculum & Instructional Leader (District)	\$1100
Business Club Sponsor	\$900
Mentor Teacher	\$650/\$325
Noon-hour Supervision (60) minute periods, ZAP and or Detention	Comp Time Rate (pro-rated for shorter periods)
ACTIVITIES (paid by hourly rates)	
Driver Education	\$24.33/hr.
Comp Time Rate	\$25.00/hr.

Except for those activities reimbursed on an hourly basis, teachers being reimbursed according to these schedules shall be paid in either a "lump sum" subsequent to completing the activity or, if the activity is year-long, payment shall be made in 2 equal installments, each being paid on the first pay day after the semester.

Sub pay during a preparation period shall be \$25.00 per hour provided the lesson plan is carried out. In lieu of sub pay, teachers may choose to accumulate "compensation time" to be used in 60-90 minute increments up to one (1) work day pending approval by the principal. Such "compensation time" may not

be used to extend a scheduled holiday (any week day, Monday through Friday, during which teachers are not scheduled to report for their assignment).

SCHEDULE X

2016-2017 School Year (+ 1%)			
STEP	B.A. DEGREE	M.A. DEGREE	ED.SPEC.
1	33,835	35,855	36,865
2	34,340	37,370	38,380
3	35,350	38,885	39,895
4	36,865	40,400	40,905
5	38,380	41,915	42,925
6	39,895	43,935	44,440
7	41,410	45,955	46,460
8	43,178	47,470	47,975
9	44,945	48,985	49,995
10	46,460	51,005	52,015
11	47,975	53,025	54,035
12	49,490	55,045	57,065
13	51,005	57,065	58,075
14	52,773	58,580	59,590
15	54,288	60,095	61,610
16	55,298	61,610	63,125
17	56,813	62,620	65,145
18 & 19	+823.15	+881.73	+906.98
20-24	+1078.68	+1136.25	+1161.50
25+	+1,588.73	+1,646.30	+1,671.55

BYLAWS GOVERNING TEACHERS' SALARY SCHEDULE

- A. The salary schedule adopted is a part of this contract and all members of the teaching staff of the school district shall receive salaries in accordance with their schedule and these by-laws. None of these by-laws is retroactive.
- B. 1. Any professional development seminar offered by the Allegan County AESA, KRESA, Van Buren ISD, Berrien Springs ISD, Kent County ISD, or Bangor Public Schools shall automatically be approved by the Board.
2. Tuition Reimbursement
Beginning with the fall semester of 2003, each teacher who earns additional hours of credit beyond the BA scale at an NCATE accredited college or university, shall be reimbursed at a sum not to exceed \$150 per credit hour earned. The total lifetime sum to be paid per individual for additional credit hours shall not exceed three thousand (\$3,000) dollars. Credit hours under this section must be taken in a field of study directly related to the teacher's assignment and must be approved in advance by the Superintendent. An official transcript of semester hour credits earned from the granting institution, indicating a grade of B or better, shall be submitted to the Superintendent's office or designee. In classes that are only offered as pass/fail, an official transcript of semester hour credits earned from the granting institution must indicate that the teacher received a pass grade in order to qualify for tuition reimbursement. Within forty-five (45) days of the submittal, the teacher shall be issued a check for reimbursement.
- C. A teacher entering the employ of the Board shall, upon recommendation of the Superintendent, receive up to full credit on the salary schedule if the experience occurred within ten (10) years preceding employment in the Bangor System. This section applies to Schedule "B" as well as Schedule "A".
- C. When it is determined by an Interviewing Committee consisting of teachers and administrators that there are no sufficiently qualified applicants for a vacant position the Board may, upon recommendation of the Superintendent, give credit on the salary schedule for up to five (5) years. This credit may be in addition to five (5) years of credit on the salary schedule for previous experience if the experience occurred within ten (10) years preceding employment in the Bangor system. The maximum credit on the salary schedule will be ten (10) years.
- E. Credit to a maximum of two (2) years shall be granted for military service after proof of employment as a teacher in a school district prior to military service.
- F. Transfer from one salary schedule to another based on a newly earned degree is effective at the beginning of the school calendar year following the awarding of the degree.
- G. Each teacher has the choice of the following pay periods:
- Twenty-One (21) pays
 - Twenty-Six (26) pays
 - Twenty-Six (26) pays with a lump sum payment of the remaining pay in the first pay in June following the last day of the teacher work year
- This preference will remain in effect until a change is requested by the employee. This request must be made to the business office before July 1.

ARTICLE XXII

DURATION

Duration of this contract shall normally be from July 1, 2017 to June 30, 2020.

IN WITNESS WHEREOF THE PARTIES HEREUNTO SET THEIR HAND AND SEALS

BANGOR EDUCATION ASSOCIATION

BOARD OF EDUCATION
BANGOR PUBLIC SCHOOLS

By Randy Wood 2-26-18
President Date

By Paul Jank 2/28/18
President Date

By Carla McCreath 2-26-18
Secretary Date

By Sarah Gray 2/28/18
Secretary Date

By Randy Wood 2-26-18
V.B.C.E.A Date

By [Signature] 2-28-18
Acting Superintendent Date

**Bangor Public Schools
2018-19
School Year Calendar**

Teacher Work Day- Opening 8-10, BEA 10-10:30, Staff Mtgs. 10:30-12 Room Prep 1-3.....	Mon. Aug. 27
Teacher Work Day- PD 8-11, Room Prep 12-3.....	Tues. Aug. 28
Teacher Work Day- PD 9-12, Room Prep 1-4 Open House 5-7pm All Buildings.....	Wed. Aug. 29
No Students-No Teachers.....	Thurs. Aug. 30
No Students-No Teachers.....	Fri. Aug. 31
No Students-No Teachers (Labor Day).....	Mon. Sept. 3
Students First Day (Full Day).....	Tues. Sept. 4
Half-Day Students/Teacher PD.....	Mon. Oct. 22
First Marking Period Ends.....	Fri. Nov. 2
Half-Day Students-Parent/Teacher Conferences 1-4, 5-8.....	Thu. Nov. 8
Half-Day Students/Teacher PD.....	Fri. Nov. 9
No Students-No Teachers (Thanksgiving Break).....	Wed. Nov. 21-23
Half-Day Students/Teacher PD.....	Mon. Dec. 17
No Students-No Teachers (Winter Break).....	Mon. Dec. 24-Jan. 4
Half-Day Students/End of Semester Teacher Records.....	Thu. Jan. 17
Half-Day Students/End of Semester Teacher Records.....	Fri. Jan. 18
Half-Day Students/Teacher PD.....	Mon. Jan. 21
Half-Day Students-Parent/Teacher Conferences 1-4, 5-8.....	Thu. Feb. 21
Half-Day Students/Teacher PD.....	Fri. Feb. 22
Half-Day Students/Teacher PD.....	Mon. March 18
Third Marking Period Ends.....	Fri. March 22
No Students-No Teachers (Spring Break).....	Mon. April 1-5
Half-Day Students/Teacher PD.....	Mon. April 22
Half-Day Students/Teacher PD.....	Mon. May 6
No Students-No Teachers (Memorial Day).....	Mon. May 27
Community Education Center Graduation- Class of 2019.....	Thurs. May 30
High School Graduation- Class of 2019.....	Fri. May 31
Half-Day Students/Teacher Records.....	Thu. June 6
Half-Day Students/Teacher Records (Last day of School).....	Fri. June 7