

## LETTER OF AGREEMENT

This Agreement entered into this 1<sup>st</sup> day of **July 2011** 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.

Effective July 1, 2011 until June 30, 2013

- 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 Superintendent of Schools or his designee shall meet bi-monthly with the designated association representative on matters concerning the operation of Bangor Township Schools.
- H. The Association President will be notified of each Board of Education Meeting.

## **ARTICLE V. PROFESSIONAL DUES OR FEES AND PAYROLL DEDUCTIONS**

- A. Any teacher who is a member of the Association, or who has applied for membership, shall sign and deliver to the Board an assignment authorizing deduction of professional dues in the Association which sum shall be established by the Association.

Such authorization shall continue in effect from year-to-year unless revoked in writing between June 1 and September 1 of any year. Pursuant to such authorization, the Board shall deduct 1/21st of dues per check, beginning in September and ending in June of each year. Any teacher who shall not perform services for twenty (20) contract days or greater fraction thereof shall have his/her yearly dues reduced by 1/10 for each twenty (20) days or greater fraction, except where the failure to perform services was the result of the teacher taking any leave of absence with pay or sick leave provided for in this Contract. Any teacher working one-half (½) or more of a teaching schedule shall pay full dues or a service fee. Any teacher working less than one-half (½) of a teaching schedule shall pay one-half (½) of the dues or service fee.

- B. Within the first two (2) weeks of school and upon request, the Board shall supply the Association with a list of newly- hired teachers. Any teacher who is not a member of the Association in good standing or who does not make application for membership within thirty (30) days from the commencement of teaching duties, shall, as a condition of employment, pay a representation service fee to the Association, an amount equal to the professional dues of the Association, provided however, that the teacher shall authorize payroll deduction for such fee in the same manner as provided in the preceding Paragraph A. In the event that a teacher shall not authorize payment through payroll deduction, as provided in the preceding paragraph, the Board may cause the termination of employment of such teacher. The parties expressly recognize that the failure of any teacher to comply with the provisions of this Article is just and reasonable cause for discharge from employment, since the establishment of said representation service fee is herewith deemed to be the sum required to insure that non-members pay their proportionate share of the costs of obtaining and administering the benefits to be received hereunder.
- C. The procedure in all cases of discharge for violation of this Article shall be as follows:
1. The Association shall notify the teacher of non-compliance by certified mail, return receipt requested. Said notice shall detail the non-compliance and shall further advise the recipient that a request for discharge may be filed with the Board in the event compliance is not affected.
  2. If the teacher fails to comply, the Association may file charges in writing with the Board, and shall request termination of the teacher's employment. A copy of the notice of non-compliance and proof of service shall be attached to said charges.
  3. The Board, only upon receipt of said charges and request for termination shall conduct a hearing on said charges, and to the extent that said teacher is protected by the provisions of the Michigan Teacher Tenure Act, all proceedings shall be in accordance with said Act. In the event of compliance at any time prior to discharge, charges may be withdrawn.

The Association, in the processing of such charges, agrees not to discriminate between various persons who may have refused to pay the professional dues and/or representation service fee.

- D. With respect to all sums deducted by the Board pursuant to authorization of the employee, whether for professional dues or representation service fee, the Board agrees promptly to disburse said sums upon direction of the Association.
- E. 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 three (3) school 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.

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 three (3) 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 a person mutually selected and agreeable, but if none is so selected and agreeable, he/she shall be selected by the parties from a list of seven (7) names furnished in accordance with the rules of the AAA either by mutual agreement or from which list each party shall be permitted to strike alternately three (3) names, with the requesting party striking first, and the remaining arbitrator shall thereupon be accepted. Upon receipt of the list of seven (7) names, the parties will meet no later than ten (10) days after said receipt and will select an arbitrator as described above. In the event of either party failing to meet and select an arbitrator within the prescribed time limits, or in the event of a refusal by either party to submit or to appear at the arbitration hearing, the arbitrator shall have jurisdiction to proceed *ex parte* and make an award.

- 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 probationary 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. 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.
  6. 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.
  7. 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.
  8. 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. 1. The salaries of teachers covered by this Agreement are set forth in Schedule "A" that is attached to and incorporated in this Agreement. Pay for "special assignments" is set forth in Schedule "B", and pay for coaches is set forth in Schedule "C", and incorporated.
- 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.
- C. 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.
- D. 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, unless credits were earned prior to August 15, 1980. Hours earned after August 15, 1980 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.
- E. 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.
- F. 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.
- G. 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.

- H. 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.
- I. 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:

The teacher's salary [Schedule A] will be divided by total contract work days to obtain a daily rate. Then it will be divided by 330 to calculate a per minute rate. This number is then multiplied by the number of minutes the teacher will be teaching the overload [including supervising and passing time]. This number is then multiplied by the number of days [including professional development, inservice, and parent/teacher conferences] the overload will be in effect.

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 dollars (\$20.00) per hour, whichever is greater.

- J. 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 first year BA salary. Members with 20 to 24 years will receive seven percent (7%) of the first year BA salary. Members with 25+ years will receive nine percent (9%) of the first 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.

- K. 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**. 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.
- L. 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 five (5) minutes before class.
  - 2. Teachers will not teach or supervise more than three hundred-thirty (330) 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. High school and middle school teachers shall have a continuous day with a minimum of forty-five (45) minutes planning each day. Elementary teachers shall have continuous day with a minimum average of 35 minutes planning per day.
    - a. High School teachers shall have a continuous day consisting of five (5) class periods, one (1) planning period, and a lunch period.
    - b. Middle School teachers shall have a continuous day consisting of six (6) class periods, advisory, one (1) planning period, and a lunch period.
  - 5. Teachers who have shared schedules between John Glenn High School and Christa McAuliffe Middle School will receive the length of planning period appropriate to the school where they work the majority of their time.
  - 6. 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. **Middle School teachers will be provided a substitute teacher upon request, or a minimum of one day per semester, for the purpose of correcting pre-approved exams.**
    - c. **Elementary School teachers in grades 3-5 will be provided a substitute teacher upon request, or a minimum of one day per marking period, for the purpose of pre-approved testing.**
    - d. **Elementary School teachers in grades BK-2 will be provided a substitute teacher upon request, or a minimum of one day per marking period, for the purpose of pre-approved testing and record keeping.**

## ARTICLE IX. TEACHING ASSIGNMENTS

- A. Pupils are entitled to be taught by teachers who are working within their area of certification; therefore, teachers can only be assigned positions and grades where they are considered "highly qualified" as determined by the Michigan Department of Education, except temporarily and for good cause. The Association shall be so notified in each instance. Temporary shall be defined for purposes of this Article as not to extend beyond the current school year.

- B. Assignments for the ensuing year shall be made no later than the preceding first day of June, if at all possible. The district administration shall begin developing the schedule for the following year by no later than April 1. Changes in assignments that become necessary shall be made only after the administrator has discussed them with the person involved. In the event a change becomes necessary and cannot be discussed with the teacher involved, the teacher will be notified in writing of the intended change at least two (2) weeks prior to the first day of classes. In the event that any change in assignment is made, the teacher involved may request the Board, in writing, that he/she be released without prejudice from his/her contract.
- C. 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.
- D. 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.
- E. 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. There shall be 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. Class size for kindergarten will be **twenty eight (28)** students **or fewer**. If the average kindergarten class exceeds **twenty seven (27)** on the first day of class, then a meeting will be held between administration and teachers within three days to attempt to remedy the situation. Class size for grades 1-3 will be **thirty (30)** students or less. Class size for grades 4-6 will be thirty (30) students or less. Within two (2) weeks of the beginning of the school year all classes will be within these limits or will have a maximum of no more than two (2) higher. Cross leveling of classes will be attempted to equalize class loads across the district.
- 2. Class sizes for grades 7-12 in excess of thirty-two (32) are not desirable, and the parties mutually agree to work toward maintaining class size 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.

Special students with mental, emotional, or physical handicaps will be considered as extra teaching responsibility when assigned to a regular classroom. When such assignments are anticipated, the beginning class size will be set at less than the maximum contract limit; in order to allow for them.

Students who move in after the September count day shall not be counted for purposes of this language. 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, provision for teacher assistance, and provision for additional pay.

- 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. In the case of rejection, the teacher shall have five (5) days to appeal the decision to the Superintendent. Any currently employed teacher will be given an interview and consideration. Extra-duty positions not filled by local Association members will be reposted externally. The reposting of such positions does not automatically imply a change in personnel holding the position.
- B. Assignment of staff to buildings is the responsibility of the Superintendent. Assignment of staff within buildings is the responsibility of the Principal.
- C. In matters of reassignment, the Principals at the buildings involved will be contacted to determine specific staff needs and relationships. Teachers can only be assigned to positions and grades where they are considered "Highly Qualified" as defined by the Michigan Department of Education. Careful consideration will be given to all requests for transfer. 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 on account of personal illness, who have been in the employ of the Board, shall be allowed full pay for a total of twelve (12) days per year, accumulative to one hundred five (105) days.

- B. In the event of absence of a teacher for illness in excess of five (5) consecutive working days, the Board may, at its expense, require an examination by an independent physician.
- C. Absence to take care of sick family members shall be deducted from sick days, up to five (5) days, and then from personal business days.
- 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 sixth (106) day of absence to the one hundred eightieth (180th) day to a maximum of seventy five (75) 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 benefit ends.
- G. 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. The Board of Education has an obligation to guarantee the return of any employee to the specific building, grade level, or special assignment that the employee held prior to taking leave, if the leave of absence does not exceed one (1) semester length. If the leave exceeds one (1) semester, the Board is only obligated to guarantee a teaching position.
- D. 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.

- E. 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.
- F. 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.
- G. 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.
- H. Military leaves of absence shall be granted to any teacher who shall be drafted or shall have enlisted because he would be drafted in the near future.
- I. 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.
- J. 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.
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 1<sup>st</sup> 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. A teacher may request in writing that any specific evaluation information be removed from his/her file after a period of four (4) years. A teacher may request in writing that any specific disciplinary information be removed from his/her file after a period of seven (7) years, with the exception of substantiated "unprofessional conduct" of an egregious nature concerning a minor as defined in Act 451 of the Michigan School Code. The District shall grant such requests.
- B. All monitoring or formal observation of the work of a teacher shall be conducted openly and with prior full knowledge of the teacher.
- C. A copy of the teacher evaluation form shall be made available to each teacher prior to any evaluation. A copy of the evaluation form will be included in the Agreement as Appendix "F".
- D. All tenured teachers shall be evaluated by a building administrator at least once every **year**. Probationary teachers shall be evaluated by a building administrator at least twice a year. 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 and confidential. The Mentor teacher shall have no direct or indirect input into the evaluation of the probationary teacher. All probationary teachers shall be provided a mutually developed Growth Plan

beginning with their second year of probation. With the completion of the non-tenured teacher's third year of probation, should they be recommended for non-renewal, such recommendation shall be subject to a due process hearing before the Board of Education. All such recommendations for non-renewal shall comport with established principles of "just cause." (See also Article VI – Grievance Procedure)

- E. If a teacher is "at risk" of dismissal at the end of the second year of probation, the Association will be notified that the teacher is being given a third (3<sup>rd</sup>) year of probation to see if improvement occurs. The Association and Administration will cooperate in developing the third (3<sup>rd</sup>) year and fourth year (4<sup>th</sup>) growth plan, if necessary, for that teacher. With the completion of the non-tenured teacher's third year of probation and/or fourth year, if necessary, should they be recommended for non-renewal, such recommendation shall be subject to a due process hearing before the Board of Education. All such recommendations for non-renewal shall comport with established principles of "just cause."

## **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 connection 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. Discipline will be consistent with the Michigan Teacher Tenure Act. If said Act shall have no application to a disciplinary matter, the District will provide a disciplinary due process based upon the principles of just cause and progressive discipline. Said process shall include the right to appeal any disciplinary action to the Superintendent of Schools, and, in matters involving termination, the Board or its designee will provide the bargaining unit member with the opportunity for a hearing before the Board of Education. If resolution is not reached, and the Association chooses, the bargaining unit member may seek resolution through the grievance procedure in Article VI. Beginning at level three. If the Board proceeds under the Michigan Teacher Tenure Act, any pending grievance procedure shall be dismissed immediately upon the filing of charges under the Michigan Teacher Tenure Act, and such act shall thereafter govern all proceedings against the teacher.
- C. Any complaint by a person directed toward a teacher will be called to the teacher's attention within five working days. Whether the Board or its designee takes action against the teacher based on the complaint shall be in the sole discretion of the Board or its designee. If the Board or its designee is considering corrective action based on the complaint, the teacher shall have the opportunity to respond to any formal or informal complaint and present his/her explanation and or position prior to the issuance of any written warning or more severe discipline. However, no report shall be made or disciplinary action taken against a teacher unless said complainant has made an official complaint, been identified, and said complaint has been brought to the teacher's attention and verified. The teacher will have the opportunity to respond to said complaint within ten (10) school days after receipt of said complaint.
- D. The Employer agrees to follow a policy of progressive discipline that minimally includes a written warning, written reprimand, suspension, and lastly, discharge. In recognition of the concept of progressive discipline, the Employer shall notify the teacher in writing of alleged delinquencies, specify expected correction, and establish a reasonable period of correction. The responsible

administrator shall provide reasonable assistance and periodic feedback to the employee concerning assigned corrective directives. An individual's prior related discipline history or the seriousness of the behavior/ performance may result in modification of the progressive discipline process.

- E. The Administration and Board both recognize that in cases involving discipline, it is the burden of the administration to establish just cause for the discipline imposed. This includes the obligation to first present its evidence during hearings before the Board or an arbitrator under the Grievance Procedure.
- F. 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.
- G. 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.)
- H. 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.
2. When reduction of staff is necessary, those with the least amount of service in said bargaining unit shall be laid off first. 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.) An approved leave does not break contiguous service.
3. When there is an opening or an increase in teaching positions following such a layoff, the teacher with the most seniority who is Highly Qualified for the position will be reinstated.

#### **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 – INSERVICE WORKSHOPS - DELETED**

## ARTICLE XX. INSURANCE PROTECTION

A. 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 –**PAK will include** MESSA CHOICES II Health Insurance with **\$10/\$20 Rx** and **\$200/\$400 deductible. OV/UC/ER \$5/\$10/\$25 copay, Delta Dental 75/75/75, \$1500 maximum, MESSA Vision Care VSP-3 Gold,** and \$50,000 Term Life. This amount will be deducted in equal amounts from 18 regular paychecks beginning at the end of the regular MESSA September enrollment period. **Members choosing option A insurance protection will contribute 10% per year of the total cost of the employee's insurance package.**

**The parties agree the BTEA shall share 50/50 any insurance increases above the 2011-2012 premium rates for all benefits and may offset any increase with a change in coverage. This will go into effect July 1, 2012.**

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, \$500 maximum, VSP-1** 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 XXI. 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 XXII. MISCELLANEOUS PROVISIONS**

- A. The Board and the Association recognize that the ability of pupils to progress and mature academically is a combined result of school, home, economic, and social environment and that teachers alone cannot be held accountable for all aspects of the academic achievement of the pupil in the classroom. All elements of the school community, including students, teachers, parents, administrators, and the Board of Education, must accept responsibility for the segments of education over which they exert an influence. No single test result shall be used as the sole criteria for determining the quality of a teacher's service or fitness for retention.
- B. 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.
- C. 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.
- D. 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.
- E. 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.
- F. **K-12 education for Bangor Township Schools will be provided by Bangor Township Education Association members with the exception of substitute positions. In the event a substitute position is required to replace a teacher who has retired or resigned or to fill a new position on a temporary basis, the Board and Association will mutually agree to the placement and duration. Both parties shall consider existing programs and practices acceptable. Any exceptions will be resolved through the Living Agreement in Appendix "I".**

**G. 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.**

H.. 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.

I. 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.

J. 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.

K. This Agreement shall supersede any rules, regulations or practices of the Board that shall be contrary to or inconsistent with its terms.

### **ARTICLE XXIII. 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 XXIV. DURATION OF AGREEMENT**

This agreement shall be effective **July 1, 2011** and shall continue in effect until June 30, **2013** except for articles VII, **XVIII, XX**.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed **June 30, 2011**.

BANGOR TOWNSHIP  
BOARD OF EDUCATION

By: Richard Kowalski, President \_\_\_\_\_  
**Dr. Shawn Bishop**, Superintendent \_\_\_\_\_

BANGOR TOWNSHIP EDUCATION  
ASSOCIATION/MEA-NEA

By: **Mark Miller, President** \_\_\_\_\_  
**Peter Remington, Vice-President** \_\_\_\_\_  
**Barb Appold, Co-Chief Negotiator** \_\_\_\_\_  
**Cori Conzelmann, Co-Chief Negotiator** \_\_\_\_\_

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 3 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 3 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 \_\_\_\_\_



# Appendix I

## *LIVING AGREEMENT*

*between*

*BANGOR TOWNSHIP SCHOOLS  
BOARD OF EDUCATION*

*and*

*BANGOR TOWNSHIP EDUCATION ASSOCIATION/MEA-NEA*

THIS LIVING AGREEMENT WAS entered into ON THE 20<sup>th</sup> 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, 2011**.

BANGOR TOWNSHIP SCHOOLS  
BOARD OF EDUCATION  
Richard Kowalski, President  
John Loop, Vice President  
Tim Allen, Secretary  
Mark Seymour, Treasurer  
Brian Tobin, Trustee  
Mike Bacigalupo, Trustee  
Melissa Kaczmarek, Trustee

BANGOR TOWNSHIP EDUCATION  
ASSOCIATION/MEA-NEA  
**Mark Miller, President**  
**Peter Remington, Vice President**  
**Barb Appold, Co-Chief Negotiator**  
**Cori Conzelmann, Co-Chief Negotiator**  
**Marian Deyarmond, Negotiator**  
**Jessica Good, Negotiator**  
**Shelly Hoffman, Negotiator**  
**Jennifer Kipfmiller, Negotiator**  
**Shari LaLonde, Negotiator**