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MASTER AGREEMENT

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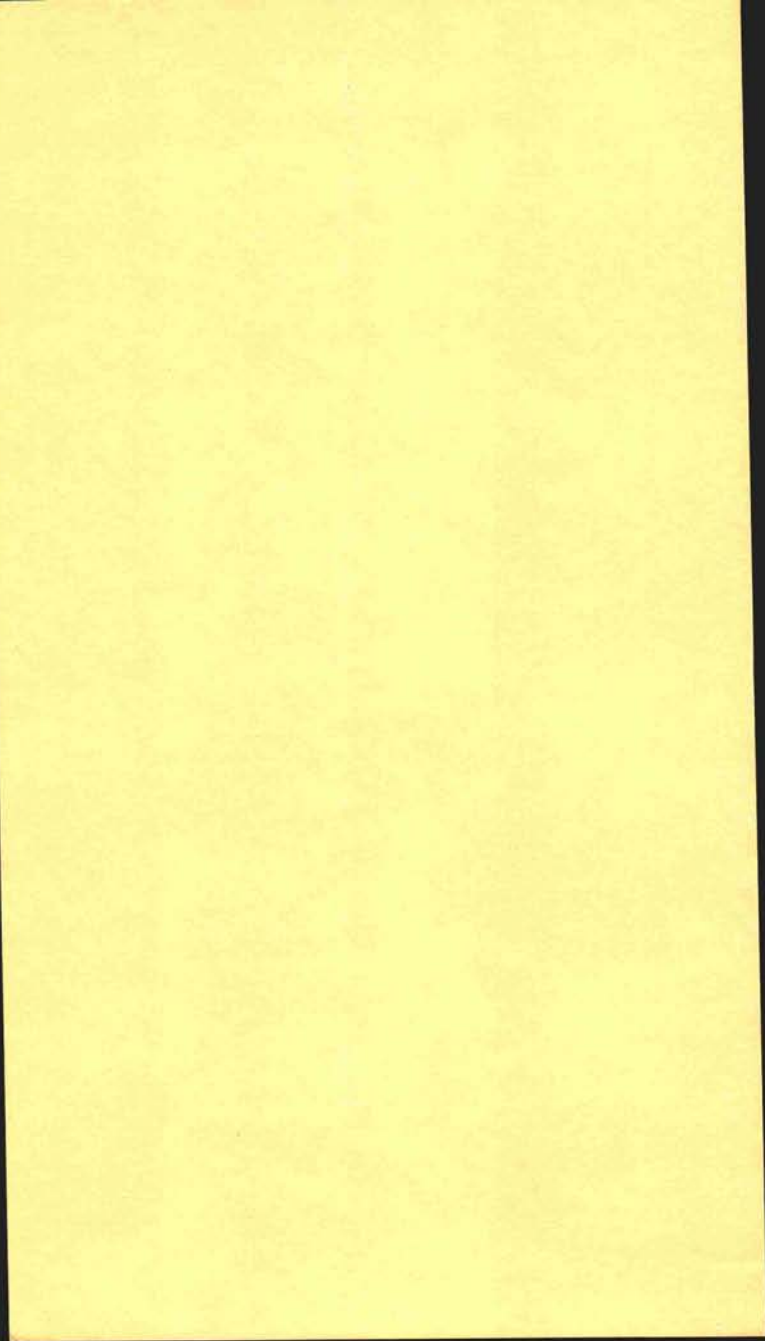
**BANGOR TOWNSHIP
SCHOOLS**

and

**BANGOR TOWNSHIP
EDUCATION ASSOCIATION/MEA-NEA**

1986-89

Bangor Township Schools



MASTER AGREEMENT

between the

BANGOR TOWNSHIP SCHOOLS

and

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ASO - MEA

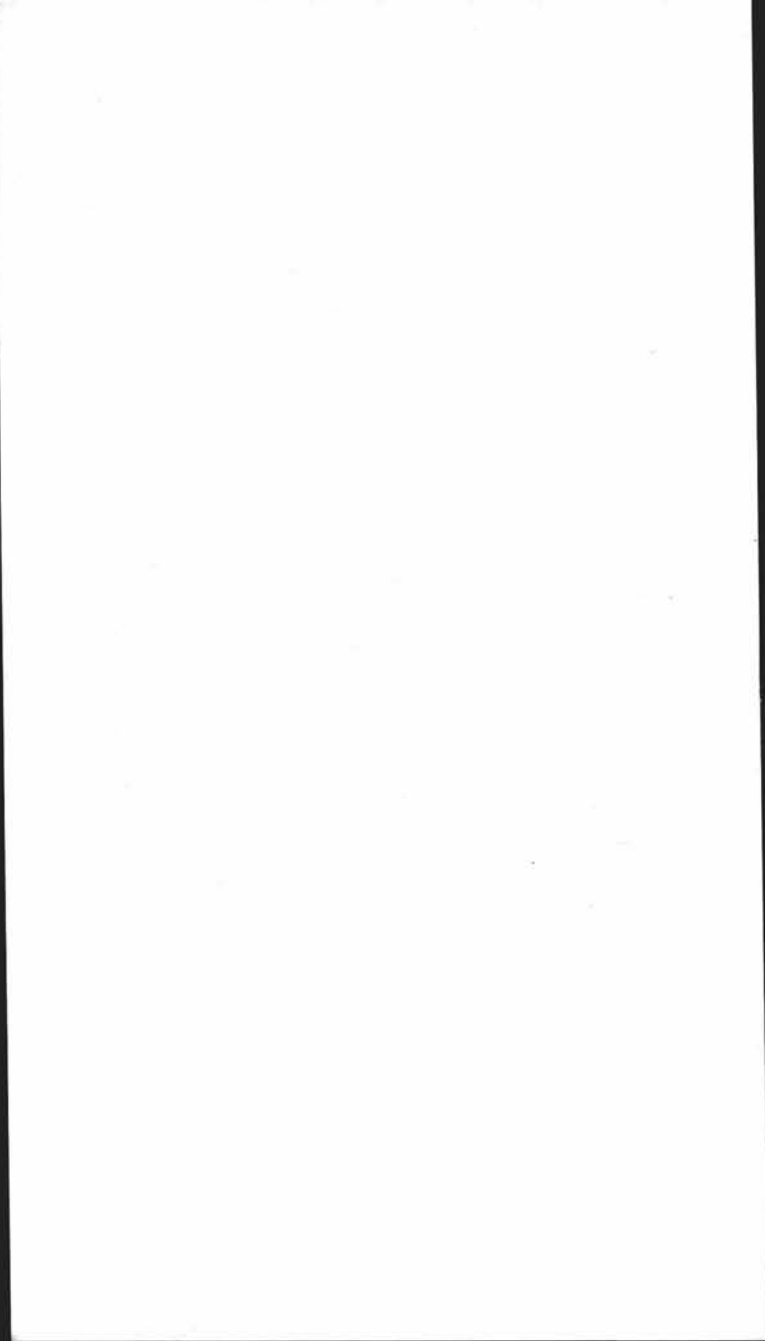


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LETTER OF AGREEMENT

This Agreement entered into this 16th day of December, 1985 between 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 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, 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.
- A. The Board 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 and the Association agree to begin negotiations with the procedure set forth herein in a good faith effort to reach agreement concerning teachers' salaries and other conditions of their employment.

1. Both parties agree that during the first meeting, the ground rules shall be set. By no later than the third meeting, all the basic demands concerning the language of the Contract shall be presented.
 2. If negotiations are conducted during regular school hours, released time shall be provided for the Association's negotiation committee.
- B. Neither party in any negotiations shall have any control over the selection of the negotiations or bargaining representatives of the other party. The parties pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the court of negotiation. 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, 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, 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, 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;
6. Determine the policy affecting the selection of employees;
7. The Board 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, 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 Association 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 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 (1/2) or more of a teaching schedule shall pay full dues or fee. Any teacher working less than one-half (1/2) of a teaching schedule shall pay one-half (1/2) of dues or 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, as a representation benefit 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 deductions, 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 benefit 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 effected.
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 benefit fee.

- D. With respect to all sums deducted by the Board pursuant to authorization of the employee, whether for professional dues or representation benefit 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 this 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 has the right to have an Association representative present at such an adjustment.

C. Grievance Procedure:

Level 1. In the event that a teacher believes that there is a basis for a grievance, he shall first discuss the alleged grievance with his Building Principal or other appro-

priate administrator either personally or accompanied by the Building Representative.

Level 2. The grievance must be filed within fifteen (15) days of its first occurrence. In financial matters, the grievance must be filed within ten (10) days of the discovery thereof. The Board shall have no financial liability for any previous fiscal year. Level 2 shall be deemed to have commenced when a written complaint is filed with the office of the Building Principal or the Superintendent if the grievance is outside the jurisdiction of the Building Principal.

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 de-

cision to the teacher within the specified time limits shall permit the teacher to proceed to the next level.

In Level 2, the grievance must be reduced to writing on a form as set forth in "Appendix E". A copy shall be delivered to the Principal. If the grievance involves more than one 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. 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. There shall be no more than three (3) representatives on either the Administration or Association team. Specialists shall be utilized 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 designee for initial processing at Level 3. Grievances submitted directly to the Superintendent for processing at Level 3 must be filed within fifteen (15) days of their first occurrence. Grievances alleging loss of pay must be filed within ten (10) days of the discovery thereof.

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. 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. There shall be no more than four (4) representatives on either the Administration or Association teams. Specialists shall be utilized only by mutual agreement.

If the Association is not satisfied with the disposition of the grievance by the Superintendent, 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 Federal Mediation and Conciliation Service.

Level 4. Level 4 shall consist of submitting the grievance to arbitration. Outside specialists may be brought in by either party. 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 Federal Mediation and Conciliation Services (F.M.C.S.). 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 shall be so empowered, except as his 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 shall have no power to add to, subtract from disregard, alter or modify any of the terms of this Agreement.
2. He shall have no power to establish wage rates or to change any rate, except as modified by Subsection 5 of this Section.
3. He 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 shall have no power to change any practice, policy, or rule of the Board of Education nor to substitute his judgment for that of the Board as to the reasonableness of any such practice, policy, rule or any action of the Board.
5. His 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 which he 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. Notwithstanding the expiration of this Agreement, any claim or grievance arising thereunder may be processed through the Grievance Procedure until resolution.

H. There shall be no reprisals of any kind by administrative personnel taken against any party in interest or his Association representative, any member of the Grievance Committee, or any other participant in the procedures set forth herein by reason of such participation.

ARTICLE VII. PROFESSIONAL COMPENSATION

A. The salaries of teachers covered by this Agreement are set forth in Schedule "A" which 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", also attached hereto and made a part hereof.

B. All newly-hired teachers shall 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. Substitute teaching or part-time teaching will not be considered except where the substitute has served sixty (60) consecutive days in Bangor Township Schools.

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 dividing the teachers' annual salaries on the current salary schedule by the number of contract days and dividing that amount by eight (8). Duties which are to be paid for must have prior written approval from the Administration.

D. Semester hours of credit beyond the B.A. must be on 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.

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.

Example:

Teacher A - High School English - literature class, reading, curriculum development, etc., would apply towards the 35 additional credits.

Teacher B - High School English - working towards school administration degree taking classes in personnel evaluations, school law, etc., such hours would not apply as part of the 35 additional credits. In this instance, the individual must have earned an ED. Specialist degree.

- E. Courses requested by the Administration shall be given full credit toward advancement.

F. Increments will not be granted unless the employee was working before December 15 of the previous year as a teacher in the Bangor Township Schools.

G. Advancements on the salary schedule shall become effective September 1 or February 1 of each year following completion of required academic or professional courses. Evidence for advancement must be presented to the Administration by September 1 or February 1.

H. Teachers required in the course of their work to drive personal automobiles from one school building to another shall receive a car allowance of 25 cents per mile for the 1986-87, 1987-88 and 1988-89 school years. 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. Drivers Training hourly rates are as follows:

	<u>1986-87</u>	<u>1987-88</u>	<u>1988-89</u>
First Year	\$12.01	\$12.01	\$12.01
More than one year in Bangor Twp Schools	15.29	15.29	15.29

- J. Secondary teachers who take on an extra class assignment shall be paid an additional one-fifth (1/5) of their annual salary. If the extra class assignment is less than one full year, the additional compensation will be prorated for the period for which the class was taught. Teachers may also elect to substitute for another teacher on an hourly, day-to-day basis of 1/5th of the prevailing substitute pay in the district, or \$6.50 per hour, whichever is greater.
- K. All extra pay contracts will be paid in a check separate from regular bi-weekly pay, at the completion of said assignment.
- L. Longevity:
 - 1. All teachers having completed twenty (20) years of service teaching in Bangor Township Schools will receive an additional pay of Three Hundred Fifty Dollars (\$350.00) per year. Said pay will be added to the regular salary and the rewarded amount paid through the year.
 - 2. All teachers having completed twenty-five (25) years of service in Bangor Township Schools will receive an additional pay adjustment of Seven Hundred (\$700.00) over base paid as above.

ARTICLE VIII. TEACHING HOURS

Assignments within time limits listed below will be made by the Building Principal.

- A. The teachers' normal teaching hours in the Senior High School 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-twenty (320) minutes a day.
 - 3. Teachers shall have a continuous day consisting of seven (7) class periods, one of which is a planning period, and one of which is a duty-free lunch period of thirty (30) to sixty (60) minutes.

- B. The teachers' normal teaching hours in the Junior High School 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-twenty (320) minutes a day.

3. Teachers shall have a continuous day consisting of six (6) class periods, one thirty (30) to sixty (60) duty-free lunch period, a homeroom/reading period and a forty-five (45) minute planning period.
- C. The teacher's normal teaching hours in the elementary schools 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-twenty (320) minutes a day.
 3. All elementary 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 lunch time duties.
 4. All elementary teachers shall be entitled to one fifteen (15) minute free period per day. This free period could be during a morning or afternoon recess period, or at another appropriate time. An elementary teacher will relinquish this free period when assigned recess duty, which shall be assigned no more

than once per week. Teachers may elect to operate recess duty on a weekly basis, provided that the teachers have no more than one (1) week of duty in five (5) weeks of school.

5. All elementary teachers shall have a forty-five (45) minute planning period each day. Planning time will not be used for total staff meetings more than two (2) times a month without the consent of the majority of the building's teacher staff.

ARTICLE IX. TEACHING ASSIGNMENTS

- A. Since pupils are entitled to be taught by teachers who are working within their area of competence, teachers shall not be assigned outside the scope of their teaching certificates or their major or minor field of study, 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 year.
- B. Assignments for the ensuing year shall be made no later than the preceding first day of June, if at all possible. The administration of the Senior High School shall begin developing the schedule for the following year by no later than April 1.

Changes in assignments which become necessary shall be made only after it has been discussed 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 be released without prejudice from his 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 [J]. 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 this building. This arrangement must also be approved in writing by the Building Principal.
- D. Any teaching assignments in addition to the normal schedule during the regular school year shall not be obligatory but shall be made with the consent of the teacher.

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 effecting 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 fifthth (5th) day of each quarter if applicable.

The initial meetings to review the 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 in which smoking shall be permitted. Provision for such facilities will be made in all future building.
- 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. Four (4) days shall be set aside for orientation and in-service. Two (2) days shall be for parent conference and/or in-service or records and new teachers shall be given an additional day for special orientation.
- 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. There shall be 180 days of student instruction and 186 teacher attendance days. 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 in the discretion of the Board of Education to ensure that there are a minimum of one hundred eighty (180) days of actual student instruction. Teachers will receive their regular pay for days which are cancelled but shall work on any rescheduled days with no additional compensation.

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 such as due to severe storms, fires, epidemics, or health conditions, it is agreed that the following provision shall become immediately in effect:

There shall be 180 days of student instruction and 186 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.

- J. 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 as 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 grades K-3 will be twenty-eight (28) students. Class size for grades 4-6 will be thirty (30) students. 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 with a district maximum average at that grade level equal to or less than the limit.

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; (i.e., K-3 = 30; 4-6 = 32) in order to allow for them.

Students who move in after the fourth friday of the year 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 effected by the Superintendent and the Association. The remedy may include, but not be limited to the reassignment of students, provision for teacher assistance, and provision for additional pay.

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 Administration Building. Teachers have ten (10) days after posting to notify the Administration of interest in the position except after August 1, at which time the position may be filled as soon as possible and except where there would be an economic loss because of the delay in filling the position. There will be written notification from the Superintendent or his designee of either acceptance or rejection for any position for which a teacher has applied. Priority will be given to present teachers, and extra-duty positions not filled by local Association members will be reposted at the beginning of each school year if said position is filled after September, 1980. 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. It is hoped that such an approach may strengthen the total educational program and in some instances, provide opportunities to assume the responsibility for helping teachers to succeed. Obviously, it is important to assign or reassign a teacher to the area in which the teacher is best qualified. However, it is sometimes impossible for a specific assignment to be given to a teacher at the time of the request for transfer. In any event, careful consideration will be given to all future assignments and requests for transfer. Forms for requesting a transfer are available in the Office of the Superintendent. 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-fifteen (115) 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 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 (not to exceed one hundred-fifteen [115] days at the beginning of the year).
 - 2. Accumulated sick leave shall be reported monthly on the check stubs.

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 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 consideration in making a recommendation to the Superintendent for such leave.
- F. Notice of intention to return to resign must be sent in writing to the Superintendent by March 1 of the leave year, and 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 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 (other than three [3] days for the conduct of personal affairs which cannot normally be handled outside hours):
 1. Leaves of absence with pay, not chargeable against the teacher's accumulated sick leave allowance shall be granted under the following conditions:
 - a. Absence when a teacher is called for jury duty;
 - b. 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;
 - c. Time necessary to take the Military Service Physical Examination(s) in times of national emergency;
 - d. Arrangements for leaves of absence in case of death within the imme-

diate family shall be made with the Administration;

e. Administrative approved visitation at other schools or for attending approved educational conferences or conventions;

f. Any employee who is off work for any approved reasons and receiving pay or 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.

2. A total of three (3) days, cumulative to five (5), for the conduct of personal affairs which cannot normally be handled outside school hours shall be granted by the Building Principal upon request. A reasonable effort shall be made to place requests at least twenty-four (24) hours prior to need. A personal leave day cannot be used the day before or the day after a holiday or vacation period, the first day of a hunting or fishing season, except with justification in writing and mutually approved by the Association and the Superintendent. Such days shall not be used for extending vacation or recreation and where such is the main purpose, they will be

jointly denied by both the Superintendent and the Association.

If a teacher shall not use one or more of his personal leave days, he will be reimbursed at the rate of Twenty Dollars (\$20.00) per diem at the end of the school year for any exceeding two (2). 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 Twenty-two Dollars (\$22.00) per day for each unused day of accumulated sick leave, but not to exceed Two Thousand-ninety Dollars (\$2,090.00) for the Contract years of 1986-87, 1987-88 and 1988-89 to be paid on retirement from Bangor Township Schools under the Michigan School Employees Retirement System, provided this teacher shall have been employed in the School District for ten (10) years.
- B. Any teacher retiring from Bangor Township Schools into the Michigan School Employees Retirement System and who will not reach age 62 within three (3) months of his effective

retirement date will be entitled to a supplementary retirement benefit providing he has worked his last ten (10) years as an employee of the Bangor Township Schools. The retiring employee shall be entitled to a monthly benefit until he reaches the age of 62. The specific monthly benefit shall be determined by multiplying his last salary earned, according to preceding years Schedule A, by 1.03%. It is understood that if for any reason this procedure should be declared illegal by the Attorney General or by court action, this Section of the Contract shall be declared null and void. It is equally understood that if such procedure is declared legal by court action or made legal by statutory action, that any payments to be made under this clause will commence within two (2) months of retirement, or at a later month, if the employee so chooses.

- C. Any teacher resigning (must have ten [10] years of accrued service with the Bangor Township School District) or retiring will receive a one-time lump sum payment of Two Thousand Dollars (\$2,000.00).

ARTICLE XV. TEACHER EVALUATION

- A. Each teacher shall have the right upon request to review the contents of his own tenure file. A personal representative of the Association may be requested by the

teacher to accompany the teacher in such review.

- 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. If a teacher is to be disciplined or reprimanded by the Board or its agents, he shall be entitled to have a representative of the Association present.
- D. A copy of the evaluation form and a statement as to how it will be used shall be made available to each teacher prior to any evaluation.
- E. All tenure teachers shall be evaluated by the Building Principal at last once every two (2) years. Probationary teachers shall be evaluated by an administrator at least twice a year.

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 heretofore mentioned shall not be charged against the teacher, unless he is adjudged guilty in a court of competent jurisdiction.

- B. No disciplinary action shall be taken upon any complaint by a parent of a student directed toward a teacher, nor shall any notice thereof be included in said teacher's personal file unless such matter has been reported in writing to the teacher concerned within fifteen (15) days of the complaint. If any question of breach of professional ethics is involved, the Association shall be notified.
- C. 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.
- D. The Bangor Township Schools' Code of Conduct will be used as a guideline for student discipline.

ARTICLE XVII. REDUCTION IN PERSONNEL

In the event of an economic change or change in student population resulting in a reduction of staff, the following orderly dismissal procedure shall be followed:

- A. Separate, district-wide seniority lists based on length of service in this District shall be established on the elementary and secondary level. A copy of each seniority list shall be made available to the Association.

- B. These lists shall be compiled when reduction of staff is necessary and those with the least amount of service in this District shall be laid off first. Length of service shall be from the date the existing contiguous contract was signed by the teacher. An approved leave does not break contiguous service. Teachers with the same number of years of service shall be placed on the seniority list using their date of contract issuance as a guide.
- C. In the event a teaching position cannot be filled from within the existing staff, the present teacher may be retained.
- D. When there is an opening or an increase in teaching positions following such a layoff, the teacher with the most length of service who is laid off in the District shall be the first to be offered re-employment, in line with his certification in that position, within the confines of the established seniority lists.

ARTICLE XVIII. SCHOOL CALENDAR

By no later than April 1 of each Master Agreement year a representative from both the Board of Education and the Association shall meet to develop the calendar for the ensuing school year.

ARTICLE XIX. IN-SERVICE WORKSHOPS

Released time during the teaching day may be provided for Administration-approved teacher in-service workshops.

ARTICLE XX. INSURANCE PROTECTION

- A. The Board of Education will provide, at its expense one of two insurance options to each teacher for the years 1986-87, 1987-88 and 1988-89:
1. **Option A** - will include MESSA Super Med II Health Insurance, Delta Dental Plan A Dental Insurance, and MESSA Vision Care, VSP-A.
 2. **Option B** - will include Delta Dental Auto + Dental Insurance, Class III 75%, \$1,000 rider, MESSA Long Term Disability up to 66-2/3% of pay, (60-day waiting period), \$20,000 Term Life with AD&D, and MESSA Vision Care VSP-3.
- B. If both a husband and wife are covered by this Agreement, only one may elect Option A above. The other must elect Option B.

- C. All MESSA Insurance options are available at the teachers' own expense.
- D. 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.
- E. 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.
- F. The representatives from the Association and Administration will meet annually to review insurance costs.

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 position, or stoppage of work or abstinence, in whole or in part, from the full, faithful and proper performance of the teachers' duties of em-

ployment) 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 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. The Board agrees at all times to maintain an adequate list of substitute teachers. Teachers shall be informed of a telephone number they must call before 6:30 a.m. to report unavailability. Teachers with a 7:00 a.m. assignment must call by 6:00 a.m. It shall be the responsibility of the Administration to arrange for a substitute teacher.
- C. This Agreement supersedes and cancels all previous agreements, verbal or written, or based on alleged past practices, between the School District and the Association and constitutes the entire agreement between the parties. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.
- D. Copies of this Agreement shall be printed at the expense of the Board and presented 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.

- E. 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 unequivocally 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.

- F. 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.

- G. 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.

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

ARTICLE XXIII. DURATION OF AGREEMENT

THIS AGREEMENT shall be effective July 1, 1986 and shall continue in effect until June 30, 1989.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed this 16th day of December, 1985.

BANGOR TOWNSHIP
BOARD OF EDUCATION

By: William A. Mester
Dr. William A. Mester, III
Superintendent of Schools

By: Jerome H. Slebiska
Jerome H. Slebiska
Chief Negotiator

By: Francis M. MacMillan
Francis M. MacMillan
Secretary

BANGOR TOWNSHIP EDUCATION
ASSOCIATION, MEA/NEA

By: Louis A. Meyette
Louis A. Meyette
President

By: David C. Sabedra
David C. Sabedra
Chief Negotiator

SCHEDULE A

BANGOR TOWNSHIP SALARY SCHEDULE

1986-87

<u>Step</u>	<u>B.A.</u>	<u>B.A.+20</u>	<u>M.A.</u>	<u>Ed Spec</u> <u>M.A.+35</u>
1	\$16,970	\$17,362	\$18,428	\$19,700
2	18,236	18,588	19,719	21,027
3	19,306	19,812	21,012	22,354
4	20,373	21,036	22,305	23,680
5	21,442	22,261	23,599	25,005
6	22,510	23,485	24,890	26,334
7	23,578	24,711	26,183	27,660
8	24,647	25,936	27,476	28,987
9	25,713	27,161	28,768	30,313
10	26,782	28,386	30,062	31,640
11		29,610	31,354	32,968
12		30,835	32,648	34,294
13			33,939	35,619

SCHEDULE A

BANGOR TOWNSHIP SALARY SCHEDULE

1987-88

<u>Step</u>	<u>B.A.</u>	<u>B.A.+20</u>	<u>M.A.</u>	<u>Ed Spec M.A.+35</u>
1	\$17,818	\$18,230	\$19,349	\$20,685
2	19,148	19,517	20,705	22,078
3	20,271	20,803	22,063	23,472
4	21,392	22,088	23,420	24,864
5	22,514	23,374	24,779	26,255
6	23,636	24,659	26,134	27,651
7	24,757	25,947	27,492	29,043
8	25,879	27,233	28,850	30,436
9	26,999	28,519	30,206	31,829
10	28,121	29,805	31,565	33,222
11		31,090	32,922	34,616
12		32,377	34,280	36,009
13			35,636	37,400

ECONOMIC INDEX APPENDIX

Should the January 1987 Consumer Price Index annual increase exceed Eight Percent (8%), a salary adjustment equalling two-thirds (2/3) of the excess percent multiplied by the current salary schedule shall be paid in the first pay in June of that year. In no case shall the percent multiplier exceed One Percent (1%).

The Consumers Price Index [CPI] will be the United States City Average of All Items for Urban Wage Earners and Clerical Workers as measured by the United States Bureau of Labor Statistics.

SCHEDULE A

BANGOR TOWNSHIP SALARY SCHEDULE

1988-89

<u>Step</u>	<u>B.A.</u>	<u>B.A.+20</u>	<u>M.A.</u>	<u>M.A.+18</u>	<u>Ed. Sp. M.A.+35</u>
1	\$18,888	\$19,324	\$20,510	\$21,218	\$21,926
2	20,297	20,688	21,948	22,675	23,403
3	21,488	22,051	23,386	24,133	24,880
4	22,675	23,413	24,825	25,590	26,356
5	23,865	24,776	26,266	27,048	27,831
6	25,054	26,139	27,703	28,506	29,310
7	26,242	27,503	29,142	29,963	30,786
8	27,432	28,867	30,581	31,421	32,263
9	28,619	30,230	32,019	32,879	33,738
10	29,808	31,594	33,459	34,337	35,215
11		32,956	34,897	35,795	36,693
12		34,319	36,337	37,253	38,169
13			37,774	38,709	39,644

ECONOMIC INDEX APPENDIX

Should the January 1989 Consumer Price Index annual increase exceed Eight Percent (8%), a salary adjustment equalling two-thirds (2/3) of the excess percent multiplied by the current salary schedule shall be paid in the first pay in June of that year. In no case shall the percent multiplier exceed One Percent (1%).

The Consumers Price Index [CPI] will be the United States City Average of All Items for Urban Wage Earners and Clerical Workers as measured by the United States Bureau of Labor Statistics.

SCHEDULE B

BANGOR TOWNSHIP SCHOOLS

Extra-Duty Schedule for Secondary Teachers

	Steps	1986-87		1987-88		1988-89	
		<u>1st</u>	<u>2nd</u>	<u>1st</u>	<u>2nd</u>	<u>1st</u>	<u>2nd</u>
Varsity Cheerleaders		\$765	\$843	\$804	\$885	\$852	\$938
Jr. Varsity Cheerleaders		598	658	628	691	666	732
Freshman Cheerleaders		598	658	628	691	666	732
Jr. High Cheerleaders		451	496	474	521	502	552
High School Drama		783	861	822	904	871	958
Asst. High School Drama (limit 2)		349	385	366	404	389	428
High School Yearbook		765	843	803	885	852	939
High School Newspaper		433	476	455	500	482	530
High School Debate or Forensics		598	658	628	691	666	732
Junior High Band		598	658	628	691	666	732
Jr. High Yearbook & Newspaper		598	658	628	691	666	732
Jr. High Drama & Vocal		433	476	455	500	482	530
Jr. High Asst. Drama (limit 2)		258	295	271	310	287	329
Class Sponsors: Freshmen & Sophomores		342	375	359	394	381	418
Pom Pom Director		598	658	628	691	666	732
Class Sponsors: Juniors & Seniors		433	476	455	500	482	530
Band Director		1194	1312	1254	1378	1329	1461
Asst. Band Director		1026	1128	1077	1184	1142	1255
Pep Club		451	496	474	521	502	552
Student Senate Sponsor		518	569	544	597	576	633
National Honor Society		342	375	359	394	381	418

All positions on this Schedule B are non-tenure positions and will be assigned each year.

SCHEDULE C

BANGOR TOWNSHIP SCHOOLS

1986-87 Coaches' Salary Schedule

<u>POSITION</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>
Head Basketball	\$2,583	\$2,771	\$2,954	\$3,137	\$3,317
Assistant Basketball	1,586	1,678	1,765	1,847	2,031
Head Football	2,583	2,771	2,954	3,137	3,317
Assistant Football	1,586	1,678	1,765	1,847	2,031
Head Swim/Track/Wrestling	2,355	2,395	2,583	2,651	2,955
Ass't Swim/Track/Wrestling	1,586	1,678	1,765	1,847	2,031
Head Baseball/Volleyball/Softball	1,765	2,031	2,211	2,392	2,583
Ass't Baseball/Volleyball/Softball	1,237	1,323	1,414	1,501	1,586
Head Cross Country/Tennis/Golf	1,668	1,752	1,849	1,934	2,031
Ass't Cross Country/Tennis/Golf	1,188	1,271	1,361	1,448	1,537

All positions on this Schedule C are non-tenure positions and will be assigned each year.

SCHEDULE C

BANGOR TOWNSHIP SCHOOLS

1987-88 Coaches' Salary Schedule

<u>POSITION</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>
Head Basketball	\$2,712	\$2,910	\$3,102	\$3,294	\$3,483
Assistant Basketball	1,665	1,762	1,853	1,939	2,133
Head Football	2,712	2,910	3,102	3,294	3,483
Assistant Football	1,665	1,762	1,853	1,939	2,133
Head Swim/Track/Wrestling	2,473	2,515	2,712	2,784	3,103
Ass't Swim/Track/Wrestling	1,665	1,762	1,853	1,939	2,133
Head Baseball/Volleyball/Softball	1,853	2,133	2,322	2,512	2,712
Ass't Baseball/Volleyball/Softball	1,299	1,389	1,485	1,576	1,665
Head Cross Country/Tennis/Golf	1,751	1,840	1,941	2,031	2,133
Ass't Cross Country/Tennis/Golf	1,247	1,335	1,429	1,520	1,614

All positions on this Schedule C are non-tenure positions and will be assigned each year.

SCHEDULE C

BANGOR TOWNSHIP SCHOOLS

1988-89 Coaches' Salary Schedule

<u>POSITION</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>
Head Basketball	\$2,875	\$3,085	\$3,288	\$3,492	\$3,692
Assistant Basketball	1,765	1,868	1,964	2,055	2,261
Head Football	2,875	3,085	3,288	3,492	3,692
Assistant Football	1,765	1,868	1,964	2,055	2,261
Head Swim/Track/Wrestling	2,621	2,666	2,875	2,951	3,289
Assistant Swim/Track/Wrestling	1,765	1,868	1,964	2,055	2,261
Head Baseball/Volleyball/Softball	1,964	2,261	2,461	2,663	2,875
Assistant Baseball/Volleyball/Softball	1,377	1,472	1,574	1,671	1,765
Head Cross Country/Tennis/Golf	1,856	1,950	2,057	2,153	2,261
Assistant Cross Country/Tennis/Golf	1,322	1,415	1,515	1,611	1,711

All positions on this Schedule C are non-tenure positions and will be assigned each year.

APPENDIX D
TEACHER TENURE CONTRACT

This contract made the ___ day of _____, between the Board of Education of the Bangor Township Schools (hereinafter called the "Board") and _____ (hereinafter called the "Teacher").

WITNESSETH: Said Teacher being the holder of a valid teaching certificate in the State of Michigan, hereby contracts with said Board for the school year commencing _____, and for each year thereafter until the said Teacher resigns, elects to retire, is retired or is dismissed for a just and reasonable cause. For, and in consideration of such services for the school year _____, the Board will pay said Teacher the sum of \$_____.

Said Teacher shall annually, hereafter, as long as employed by said Board, receive a supplement to this contract stating teaching assignment and salary for the ensuing year.

All provisions of the Teacher Tenure Act of 1964, so called, are hereby embodied in this Contract, by reference, and said Teacher is entitled to all rights of tenure in the Bangor Township Schools granted under the provisions of said Act, with parties to this contract being subject to the reciprocal rights, duties and obligations conferred and imposed by the provisions of said Act.

The services of said Teacher shall consist of teaching in the Public Schools of Bangor Township and shall be in accordance with the General School Laws of the State of Michigan and the policies of the Board of Education of this District.

Teachers whose certification expires will be terminated on the expiration of their certification.

This appointment, in accordance with the conditions stated herein must be accepted by signing and returning designated copies within fifteen (15) days to the office of the Superintendent of Schools.

In witness whereof the parties hereto have respectively set their hands and seals.

BOARD OF EDUCATION
BANGOR TOWNSHIP SCHOOLS

Signature of Teacher

Superintendent of Schools

Address

Date:

Teaching Assignment:
Reporting
Date _____

ADDITIONAL PROBATIONARY CONTRACT INFORMATION

1. The provisions of this contract are subject to the terms and conditions to be determined in the Master Agreement developed by the Bangor Education Association, currently negotiating on my behalf, and the Board of Education.
2. Pay Dates:
 - a. The annual salary will be paid in twenty-six (26) bi-weekly installments, over a period of twelve (12) months, beginning with the date indicated in (b) below. An alternate plan covering just the teaching year may be paid in twenty (20) or twenty-one (21) bi-weekly installments selected by notifying the accounting department in the office of the Superintendent of Schools.
 - b. First pay date _____
3. Teaching Certificate and Transcript of Credits:
 - a. The securing and maintaining of a valid certificate for teaching in the public schools in the State of Michigan and an up-to-date transcript of credits is the responsibility of the individual teacher. Upon request, the Superintendent's office will assist any teacher with his certificate problems.
 - b. No salary payment will be made until the individual teacher has filed a transcript of credits, and has either recorded a valid teaching certificate in the office of the Superintendent of Schools, or has completed the necessary application for a certificate and has filed evidence of this application.
4. Assignment and Transfer:

As stated on the face of this contract form, any teacher is subject to assignment and transfer at the discretion of the Superintendent of Schools. No change will be made in the assignment indicated, however, except by prior writ en notification to the individual involved.

APPENDIX E
BANGOR TOWNSHIP SCHOOLS

GRIEVANCE REPORT FORM

Grievance No. _____ Date Filed: _____

LEVEL I

A. Date cause of grievance occurred: _____

B. Nature of grievance and Article(s) violated: _____

Remedy for Grievance: _____

Date: _____

Grievant Signature

Building Assignment

C. Disposition of Supervisor: _____

Dated: _____

Supervisor Signature

LEVEL II

A. Date received by Superintendent or Designee: _____

B. Disposition of Superintendent or Designee: _____

Dated: _____

Signature

DISTRIBUTION: GOLDENBOD and PINE (Supervisor) • CANARY (Association) • WHITE (Grievant)

