



AGREEMENT

BETWEEN

BANGOR PUBLIC SCHOOLS

AND

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

1997 - 2000



Bangor Public Schools

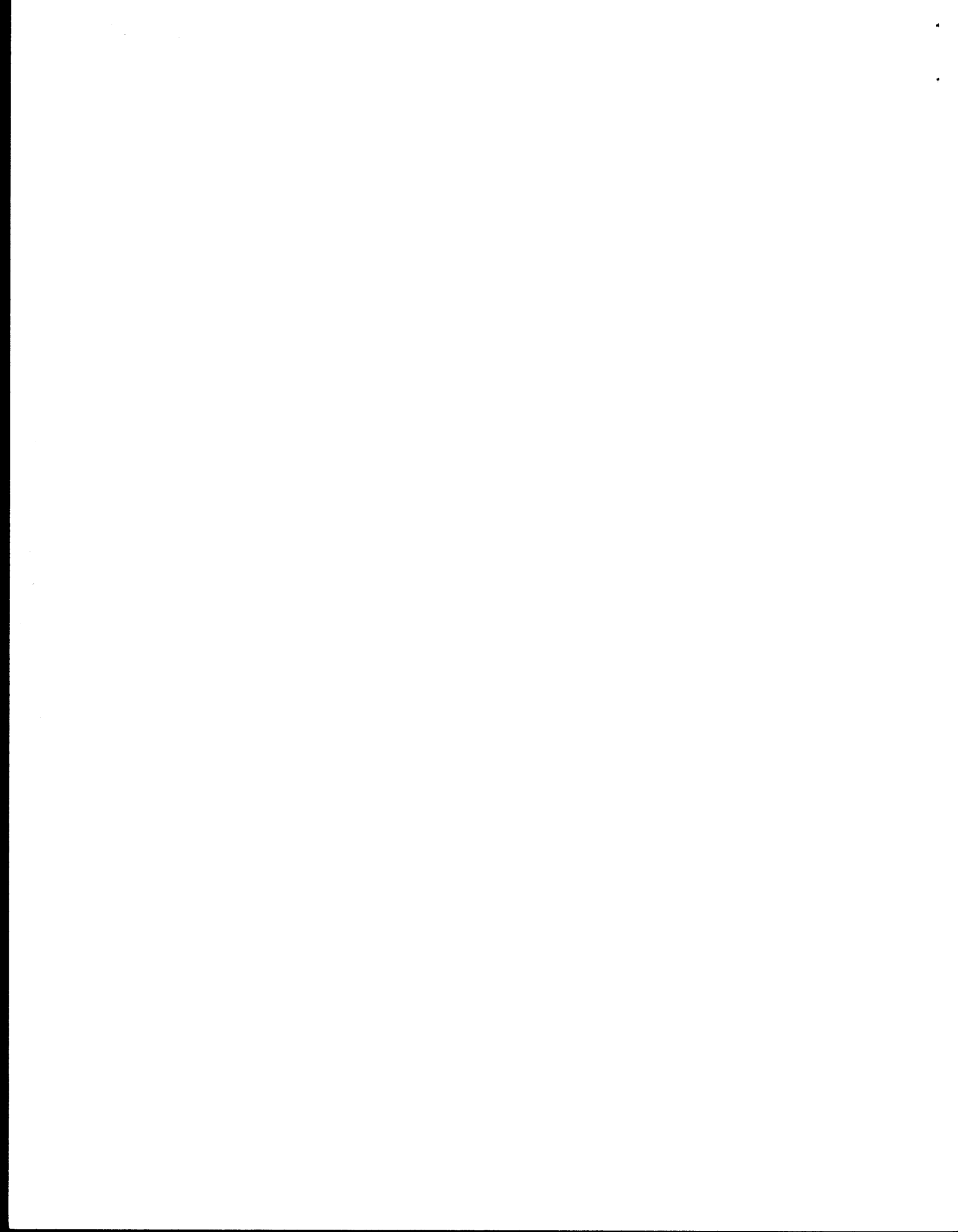


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ARTICLE I
RECOGNITION AND DEFINITION.

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

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

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

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

JUST CAUSE CLAUSE:

- A. No Association member shall be disciplined without just cause.

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

ARTICLE I RECOGNITION AND DEFINITION (continued)

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

C. If discharge of a tenured teacher is to be considered because of inadequacies observed in the teacher's professional work with students, such action must minimally be preceded by:

1. Repeated observations of the inadequacies by more than one administrator through the observation process described elsewhere in this Agreement.
2. Clear direction that the teacher must improve and the consequences of failure to do so.
3. Adequate opportunity for the teacher to make improvements.
4. Intensive assistance from administrators and school district resources to help the teacher improve.

Further, teachers who are given unusual responsibilities or difficult situations in which to teach, such as assignment outside a teacher's area of preparation, large numbers of students with learning or behavior problems, large classes, and poorly equipped teaching environments will not be expected to meet the same performance standards as other teachers.

ARTICLE II
BOARD OF EDUCATION POLICIES AND RIGHTS

The existing written policies of the Board shall remain in effect, and, except as they may be superseded by express provisions of this contract, shall govern the employment of the teachers with like effect as the express provisions of this contract. The Board, however, reserves the right to promulgate new policies, or modify existing policies from time to time as the need arises, but not in conflict with the express provision of this Agreement.

The Board agrees to apply these policies equitably.

The Board on its own behalf and on behalf of the electors of the school district, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan, and of the United States, including, but without limiting the generality of the foregoing, the right:

- A. To the executive management and administrative control of the school system and its properties and facilities and the school activities of its employees.
- B. To hire all employees and subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, or their dismissal and demotion; and to promote and transfer all such employees. The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Michigan, and the Constitution and laws of the United States.
- C. Determine the services, supplies and equipment necessary to continue its operations and to determine the methods, schedules and standards of operation, the means, methods, and processes of carrying on the work including automation thereof or changes therein, the institution of new and/or improved methods or changes therein.
- D. Adopt reasonable rules and regulations.
- E. Determine the location or relocation of its facilities, including the establishment or relocations of new schools, buildings, departments, divisions or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities.

ARTICLE II BOARD OF EDUCATION POLICIES AND RIGHTS (continued)

- F. Determine the placement of operations, production, services, maintenance or distribution of work, and the source of materials and supplies.
- G. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.
- H. Determine the size of the management organization, its functions, authority, amount of supervision and table of organization provided that the Board shall not abridge any rights from employees as specifically provided for in this Agreement.

ARTICLE III
ASSOCIATION RIGHTS AND PRIVILEGES

- A. Pursuant to the Michigan Public Employment Regulations Act, the Board hereby agrees that every teacher employed by the Board shall have the right to freely organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation and other lawful concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under the laws of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly encourage or discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by the Act or other laws of Michigan or the Constitutions of Michigan and the United States.

- B. The Association and its representatives shall have the right to use school buildings at all reasonable hours for meetings, providing that when special custodial service is required, the Board may make reasonable charge therefor. Scheduling of the building for meetings shall be subject to the Superintendent's approval as is any organization within the school district that desires to use said school buildings.

- C. School reproduction facilities, as provided in the teachers' lounge, may be used for reproduction of Association materials at reasonable hours and when it does not conflict with use for educational or other purposes which have been permitted by the Board. Other facilities shall not be used for reproduction of Association materials without prior specific approval of the Board or its authorized Agent. The Association shall pay for the reasonable cost of all materials and supplies incident to such use. The Board may withdraw permission for this use for good reason, such as abuse or violation of the conditions of this paragraph.

- D. The Board shall provide a bulletin board to be placed in each teachers lounge for the dissemination of material and information by the teachers. Any vacancies in teaching positions and/or extra curricular school duties will be posted in the teachers' lounges for seven (7) days. Any qualified teacher in the school system may present a written application for such vacancies to the Superintendent or other administrators as indicated on the posting.

- E. The provisions of this Agreement shall be applied without regard to race, creed, religion, color, national origin, age, sex, or marital status. Membership in the Association shall not be denied to any teacher because of race, creed, religion, color, national origin, age, sex, or marital status.

ARTICLE III ASSOCIATION RIGHTS AND PRIVILEGES (continued)

- F. The rights granted herein to the Association shall not be granted or extended to any competing labor organization.

- G. The Board shall provide each teacher with a mailbox for the purpose of holding, sorting and dissemination of mail and school related communications. The Association agrees to hold the Board harmless for any actions arising from the unauthorized use of teacher mailboxes.

ARTICLE IV

PROFESSIONAL DUES OR FEES AND PAYROLL DEDUCTIONS

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

1. Professional Dues
2. Credit Union
3. Community Chest
4. Tax Sheltered Annuities

- (a) Deductions for Tax Sheltered Annuities shall be limited to the following companies: Lincoln National, MEFSA, General American, IDS, Jackson National Life, State Farm, Janus Fund and Twentieth Century.
- (b) Up to 2 additional companies may be added upon mutual agreement of the Board and Association.

All funds collected as a result of such deductions shall be promptly remitted to the appropriate financial officer designated by the Association.

Any other deductions will be duly authorized by the individual if agreed by the Association and the Board.

Deductions of less than five dollars (\$5.00) per month per item will not be allowed except for insurance.

B. AGENCY SHOP CLAUSE - It is recognized that some teachers object to joining any organization engaged in collective bargaining. At the same time, it is recognized that the proper negotiation and administration of collective bargaining agreements entail expense which is shared by all teachers who are beneficiaries of such agreements. To this end, in the event a teacher shall not join the Association and pay dues, such teacher shall, as a condition of continued employment by the Board, cause to be paid to the Association a sum equivalent to the Association (including M.E.A. and N.E.A) dues of the members.

If it is judicially determined that any amount of such payment has been illegally deducted, the Association shall refund that amount to the teacher.

ARTICLE IV PROFESSIONAL DUES OR FEES AND PAYROLL DEDUCTIONS

(continued)

In the event that such sum shall remain unpaid for a period of sixty (60) days following the commencement of employment of the teacher, the Board agrees that the contract of such teacher shall not be renewed and the teacher shall be promptly notified. The refusal of the teacher to contribute to the cost of negotiation and administration of this and subsequent Agreements is just cause for termination of employment.

In the event a teacher does not meet the conditions of this paragraph, the Association shall properly execute the form provided in this contract as Appendix I and submit copies as indicated. The Board will not consider any other communication as valid in regard to the provision of this paragraph.

The Association will protect and save harmless the Board from any or all claims, demands, suits and other forms of liability by reason of action taken or not taken as a result of written misinformation provided by the Bangor Education Association, as stated in the preceding paragraph.

ARTICLE V
WORKING HOURS AND CONDITIONS

A. All Pre-school through 5th grade teachers shall have as follows each day:

1. A 40 minute duty-free, uninterrupted lunch/recess period.
2. A 40 minute duty-free, continuous planning period daily; and
3. As an I.E.P.C. is an integral part of academic planning, necessary participation of same shall not be considered an interruption of the planning period. In cases in which more than one (1) I.E.P.C. is scheduled during a Teacher planning time in any given week, thirty (30) additional minutes of planning time for each planning period missed will be scheduled by the principal and teachers involved.

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

All 6-12 grade teachers shall have each day:

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

B. SCHOOL DAY

1. The parties agree that a good education climate can be closer to attainment if the teachers are available for student contact both before and after the official school day.
2. Elementary Teachers agree to be in their rooms, or in the vicinity of their rooms (contiguous teaching stations), not less than fifteen (15) minutes before school and to remain there at least ten (10) minutes after school except for typing and duplicating activities.

Secondary teachers agree to be in their rooms, or the vicinity of their rooms (contiguous teaching stations), not less than twenty (20) minutes before school and to remain there at least fifteen (15) minutes before school and to remain there at least fifteen (15) minutes after school except for

ARTICLE V WORKING HOURS AND CONDITIONS (continued)

typing and duplicating activities.

3. Teachers in grade levels having home rooms agree to be in their room, or the vicinity of their rooms (contiguous teaching stations), not less than ten (10) minutes before the home room period begins and to remain in their rooms at least ten (10) minutes after school except for typing and duplicating activities.
4. Teachers will normally be in their classrooms at least five (5) minutes before any scheduled class period.
5. Unless otherwise stated herein the following times are for teachers:
 - a. Primary school: 7:50 A.M. - 3:05 P.M.
 - b. South Walnut: 7:55 A.M. - 3:10 P.M.
 - c. All others: 7:45 A.M. - 2:55 P.M.

C. SCHOOL YEAR CALENDAR - The Association and the Board agree to adopt the Intermediate School District's starting date for students and co-ordinate Christmas and spring recesses. Total teacher working days shall not exceed 185 (one hundred eighty-five) calendar days which shall include two (2) district-wide in-service days. The Association will be given an opportunity to provide input concerning the content and scheduling of these two (2) in-service days. The Association and the Board will set Christmas and spring vacation if the Intermediate School District is not settled by November 1st.

1. For the duration of this Agreement, the calendars will follow the same format as the 1997-98 calendar. If Good Friday occurs the Friday before Spring Break, Good Friday will be part of Spring Break.
2. Teachers will not be required to report or remain in school on days schools are closed for students due to "snow days". If a building closes early due to "Acts of God" other than weather conditions, teachers may be required to remain in school if the administration deems conditions to be safe and conducive to continue professional activities.
3. Teachers will be paid for the days the district is closed for snow days, but will not be paid for the days worked due to snow day make-up days.
4. To the extent required by law, "snow days" will be made up in the following order:
 - a. The Friday following the winter Parent/Teacher conference may be used as a "snow day" make-up if both the Association and Board agree. If this date is used for a

ARTICLE V WORKING HOURS AND CONDITIONS (continued)

"snow day" make-up, the Association and the Board must agree to do so thirty (30) days in advance.

- b. If necessary, the final "in-service" day may be used as a half-day for students and a half day for in-service, provided the Association and Board agree. If this date is to be used for a "snow day" make-up, the Association and Board must agree to do so thirty (30) days in advance.
- c. In addition to the above make-up days, the days will be made up during Monday - Friday starting the day after the last regular scheduled day for students.
- d. The last day for teachers (records day) shall be a full day for teachers without students.

5. Snow Day Policy will revert back to past practice should the State not require the make-up snow days.

- E. The District recognizes that appropriate equipment and materials are necessary to facilitate a sound educational program. Teachers, either individually, or through established committees, shall be given the opportunity to make recommendations concerning educational program and media. The Association recognizes the right of the District to make all final decisions in the adoption of such programs and media.
- F. TB tests, being a condition of employment, will be scheduled by the administration, and be the financial responsibility of the Board.
- G. The Board of Education and the Association believe that good communication between parent and teacher is important in the educational process.

With this in mind, the Board and the Association believe that the reporting contacts between parent and teacher should be varied and frequent. All forms and methods of communication such as parent-teacher conferences, mail, telephone, and school visitation by parents are encouraged. Further, teachers shall be present at no less than two-thirds (2/3) of all regularly scheduled meetings of the local P.T.O. convened on days in which school is in session. Parent-Teacher Conferences are to be held in the Fall and Spring of each year in grades K-12 on dates and times as pre-determined by the building principal(s).

ARTICLE V WORKING HOURS AND CONDITIONS (continued)

- H. TARDINESS - Tardiness shall be the failure to arrive by the time stated in the contract. A teacher shall be given an individual written warning for the first tardiness. Any tardiness thereafter, that teacher shall be docked one (1) hour pay for each hour of tardiness. Teachers tardy less than one (1) hour will be docked for one (1) full hour. Teachers will be docked one (1) hour for any portion of an hour exceeding the first hour of multiples thereof.
- I. IEPC MEETINGS - Teachers having prepared appropriate lesson plans, activities, and/or alternative coverage shall be granted release time for necessary IEPC meetings as authorized.
- J. Bargaining unit members may be asked to volunteer extra days of work beyond the Master Agreement up to a five (5) day maximum per school year. The compensation for these volunteer days shall be either compensatory time or 50% of their regular daily pay, as mutually agreed upon by the volunteer and the administration. If compensatory time is chosen, the volunteer may only be allowed to redeem the time with two (2) consecutive work days, and may not use it to extend a regularly scheduled vacation.

ARTICLE VI
TEACHING CONDITIONS

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

- A. Because the pupil-teacher ratio is an important aspect of an effective educational program, the parties agree that class size should be lowered wherever possible to meet optimum standards.

The Board of Education recognizes the need for control of class size but that no definite number can be affixed so as to prove or disapprove whether a good teaching situation exists. The Board will always work toward the reduction of class size as building space and funds permit.

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

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

1. Secretarial and clerical duties for teachers in grades K-5 only, such as typing of duplication masters, duplication of materials, provided, copy is exactly as to be duplicated and is presented to the Principal's office forty-eight (48) hours before it is to be used, or if any is to be typewritten, are presented one (1) week early.
2. Summarizing and balancing attendance data, scoring I.Q. and achievement tests, and money collections.
3. Irrespective the provisions herein, K-8 teachers are expected to complete the CA-60 forms.

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

ARTICLE VI TEACHING CONDITIONS (continued)

- D. The Board recognizes that appropriate texts, library reference materials, maps and globes, laboratory equipment, audio-visual equipment, art supplies, athletic equipment, current periodicals, standard tests and questionnaires, and similar material are the tools of the teaching profession. The parties will confer from time to time through Curriculum Committee for the purpose of improving the selection and use of such educational tools and the Board undertakes promptly to implement all joint decisions thereon made by its representatives and the Association. The Board agrees at all times to keep the schools reasonably equipped and maintained. Each Pre K-5 teacher shall be authorized up to \$50.00 for supplies and materials purchased for instructional purposes prior to the christmas recess. Request for material or supplies shall be made prior to July 1st for the next school year.
- E. The principal will designate a person to deal with emergencies in his building in the event of his absence due to official business.
- F. Each building will have one door designated for after hour teacher's use. It will have a separate key setting and any teacher may request a key for the school year.

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

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

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

ARTICLE VII
TEACHING ASSIGNMENTS

To the best of its ability and knowledge, the Board shall endeavor to notify, in writing, teachers of their respective Fall assignments no later than the last day of the school year. The master schedule will be considered as a written notification. Further, the Board shall also endeavor to notify and consult with affected teachers of any subsequent changes in said assignments.

ARTICLE VIII
VACANCIES AND TRANSFERS

A vacancy will exist when 4/6 (2/3) or more of a position is vacant.

- A. Whenever any permanent or full-year vacancy in a Teaching or extra-curricular position in the district shall occur, the Board shall publicize the same by giving written notice of such vacancy to the president of the Association and provide the appropriate posting on the bulletin boards in the teachers' lounges. Teaching positions and extra-curricular positions will be posted separately. The vacancy will remain posted for a period of seven (7) calendar days and will not be permanently filled until the expiration thereof. Posting of vacancies may be reduced to as little as forty-eight (48) hours if a teacher resigns within sixty (60) days of the opening of school. When school is not in session, the Board of Education will provide notices to each Association member who leaves the office with self-addressed envelopes provided by the Board of Education to each teacher every summer. Failure to address an envelope implies the teacher is not interested.

- B. Any teacher possessing the qualifications to apply for such vacancy may do so in writing to the administrator as per the posting within the seven (7) calendar day posting period. The Board agrees to give due consideration to professional background and attainments of all applicants, length of service in the district, and area of specialization. The best certified and qualified teacher for the position shall be appointed.

- C. The Board reserves the right to transfer a teacher without request for good cause. Transfer means from one building to another.

- D. Since placing a teacher in a supervisory position would exclude him/her from the terms of the contract, the Board reserves the right to use its own judgment of qualifications and also to hire new employees for any supervisory opening or vacancy.

- E. Any teacher who shall be transferred to any administrative or executive position and shall later return to a teacher status shall be entitled to retain such rights as he may have had under his

ARTICLE VIII VACANCIES AND TRANSFERS (continued)

Agreement prior to such transfer to supervisory or executive status, plus those he would have accrued by remaining as a teacher. Furthermore, all administrators, not just those who taught in Bangor previously, have regular or probationary seniority.

- F. The administration may extend a posted deadline and/or repost the position entirely.

ARTICLE IX

SICK LEAVE

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

- A. A teacher may not borrow accumulated sick leave from another teacher.
- B. Sick leave shall only be used in the event of a teacher's inability to report to his/her duties owing to illness, disability, injury or as provided in Section D below. Except in cases of emergencies teachers unable to so report to said duties shall notify their respective supervision no less than one and one half (1-1/2) hours prior to the start of their regular work day. Teachers absent for more than three (3) consecutive work days may be required to submit a physician's certificate.
- C. Any teacher who is absent in excess of allowable sick leave or personal leave shall be subject to a deduction of the annual salary and be charged the cost of fringe benefits * (Article XVI).

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

*except as provided in the Federal Family Leave Act.

(X means: the number of days in the school year in which the absence occurred).

- D. Working days to be deducted from accumulated sick leave may be claimed for illness in the immediate family. Immediate family is defined as:

- | | |
|------------|--|
| 1. Mother | 8. Daughter |
| 2. Father | 9. Mother-in-law |
| 3. Husband | 10. Father-in-law |
| 4. Wife | 11. Maternal Grandparents |
| 5. Brother | 12. Paternal Grandparents |
| 6. Sister | 13. Other relatives living in the immediate household. |
| 7. Son | |

- E. At the beginning of each school year, the school will furnish each teacher with a statement of their accumulated sick leave credit.

ARTICLE IX - SICK LEAVE (continued)

- F. Teachers leaving the system or retiring from the system, after 10 (ten) or more years within the system, will be paid \$5.00 (five dollars) per day for each unused sick day they have accumulated. In case of death, to the estate.

- G. At the end of each school year, all teachers will be paid \$10.00 (ten dollars) per day for each day accumulated during that year beyond the current maximum (130 days).

ARTICLE X
PERSONAL LEAVE

A. FOR TEACHERS

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

Up to three (3) working days may be claimed for death in the immediate family (see definition in Article XI, paragraph D). This paragraph does not refer to funeral leave which may be granted as personal leave under paragraph one, this section.

B. FOR ASSOCIATION BUSINESS

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

ARTICLE XI
UNPAID LEAVES OF ABSENCE

- A. DEFINITION OF LEAVE - A leave of absence means that the teacher may return on the proper step of the salary schedule as if the interruption of service had not occurred. All accumulated fringe benefits will be restored. Leaves of absence without pay may be granted to teachers for the following purposes:
1. Educational improvement through further training.
 2. Educational improvement through travel.
 3. Maternity.
 4. Child care
 5. Illness or injury requiring at least a full school year's leave of absence.
- B. APPLICATION PROCEDURE - The application under A-1 or A-2 must be in writing, accompanied by sufficient establishment of the nature of the educational improvement and its value to the school system. This must be filed with the Board no later than April 15th, and have endorsed thereon the approval of both Principal and Superintendent. A teacher shall file a written application for leave of absence under A-5, together with a doctor's statement indicating the reasons thereof. A teacher shall submit an application for leave under A-4 no later than two (2) months prior to the anticipated starting date of the leave. Teachers shall provide the district with a physician's statement of any expected disability or forthcoming disability by no later than four months prior to the anticipated date of disability.
- C. ELIGIBILITY - To be eligible to apply for a leave of absence under A-1 or A-2, a teacher shall have been employed by the Board for a period of not less than seven (7) full school years and shall not have taken such a leave within five (5) years next preceding the application.

A teacher considering a leave under A-3 may elect to do so, or may elect to take paid sick leave for the period of disability or a combination of paid and unpaid leave. To be eligible for A-3, the teacher must begin her leave at the beginning of her disability, as determined by a physician. After the sixth month of pregnancy the Board may require bi-monthly examinations, and a physician's verification that the teacher is still able to fully maintain her work schedule and responsibilities.

ARTICLE XI UNPAID LEAVES OF ABSENCE (continued)

To be eligible for A-4 and A-5, the teacher must have acquired tenure status.

- D. RIGHTS UPON RETURN FROM UNPAID LEAVE OF ABSENCE - Teachers returning from an unpaid leave of one (1) year or less shall be entitled to reinstatement to their former position. Former position means former building.
- E. RIGHTS OF THE BOARD - The Board may restrict the total number of teachers on leave under A-1 or A-2 at any one time, not to exceed one (1) teacher per building and not to exceed a total of four (4) teachers at any one time from its entire staff.

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

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

- F. LENGTH OF LEAVE - Leaves granted under A-1 or A-2 or A-4 or A-5 may be for a period not to exceed one (1) year at the will of the Board. Leaves under A-3 shall be for the period of disability as determined by a physician.
- G. TEACHER RESPONSIBILITIES - The teacher granted a leave of absence pursuant to A-1 or A-2 shall as a condition of said grant be under the duty at the end of said leave time to return and teach in this school system for a least three (3) years thereafter.

ARTICLE XII
EVALUATIONS

A. TEACHERS

1. The Association recognizes the right and responsibility of the Administrative staff to evaluate the performance of teachers. The Association also recognizes the right and responsibility of the administrative staff of the school to visit classrooms for purposes of evaluating and promoting the education program.
2. The School agrees that all observation and evaluation shall be done openly and with full knowledge of the teacher. The Principal shall give prior notification of the first formal evaluation of each year to each probationary teacher.
3. Each teacher shall be given a copy of the criterion of evaluation, on or before the first day of school year. Non-probationary teachers may be evaluated annually or bi-annually. Tenured teachers must be evaluated at least every other year.
4. Evaluations by building principals or other local administrative or supervisory officials, placed in a teacher's file shall be reviewed with, and signed by, the teacher prior to their becoming a part of the permanent record, and thereafter may be reviewed upon request. Teachers may attach a dated written response to the evaluation.
5. One (1) additional copy of a complete, to date, evaluation record will be supplied to the teacher upon request of a dated, signed request by the teacher. Further additional copies will be provided upon payment of copy costs.

ARTICLE XIII
PROFESSIONAL GROWTH AND CURRICULUM

- A. CONFERENCES AND VISITING DAYS - The Administration should equitably encourage teachers to participate in conferences and visiting days. A teacher may, at the discretion of the Superintendent, have two (2) days a year with pay for professional visits or for attendance at special conferences for teachers.

- B. IN-SERVICE TRAINING - Teachers will be required to participate in In- Service Training programs, initiated by the Administration and paid by the Board of Education.

- C. CURRICULUM - Under the supervision of the Superintendent or his designee, the professional staff of the school system will seek improvements in the educational program of the schools through the appointment of a Curriculum Council. This Curriculum Council shall be comprised of at least the Curriculum Coordinator, one teacher from each educational level and a Guidance Counselor Representative.

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

ARTICLE XIV
MENTOR TEACHER PROGRAM

- A. The goal in the mentor teacher program is to provide support and coaching for the probationary teacher.
- B. The mentor teacher will keep a written log of meetings with the probationary teacher. This log will include the dates, times and a brief summary of topics discussed in the meetings.
- C. The mentee's evaluation will not be influenced by the mentor or the information provided by the mentor.
- D. Mentor teachers and probationary teachers may be provided with release time to work together. This time shall be requested by the mentor teacher and subject to the approval of the building administrator.
- E. The building administrator will identify the mentor teachers, provide appropriate training and/or in-services, and supervise the activities of the mentor teacher and the probationary teacher.
- F. The mentor teacher assignment will be subject to review on a semester basis. Either the mentor or the building administrator may terminate the relationship at that time, and another mentor will be appointed.
- G. The mentor teacher will be provided a stipend for each mentee which is stated in Schedule B.

ARTICLE XV
LAYOFF PROCEDURE

- A. If the Board desires to reduce the number of teachers, the following procedures shall be used:
1. Voluntary layoffs will be accepted by the Board provided there remain teachers who are State certified and qualified to fill the available positions.
 2. If further reductions are made, teachers who have been placed on third year probation shall be laid off provided there remain teachers who are State certified and qualified to teach in the available positions.
 3. If further reductions are made, teachers shall be laid off according to seniority (least senior first), provided there remain teachers who are State certified and qualified in the available positions.
 4. In those cases when teachers have obtained tenure under the Michigan Tenure Law, non-tenured teachers shall be laid off before tenured teachers, provided there remain teachers who are State certified and qualified to fill the available positions.
- B. Seniority shall be defined as length of continuous service in the district.
- C. Qualified shall be defined as follows:
1. Elementary Classroom (K-6) - Teachers assigned to elementary classroom positions shall be deemed qualified if they are certified as elementary classroom teachers.
 2. Grades 7 and 8 - Teachers assigned to grades 7 and 8 shall be assigned within their major or minor of study, to be determined by an accredited college or university transcript showing at least a minor of not less than fifteen (15) semester hours or its equivalent in term credits. Teachers will be considered qualified if they have one semester or more teaching experience in a given subject area in which they are assigned with the Bangor Public Schools within the past five (5) years. Teachers will be considered qualified for one (1) year in the subject area in which they are assigned if they have less than fifteen (15) semester hours, but have nine (9) semester hours or more in the subject area. Such teachers must show proof of enrolling for the necessary semester hour(s) to make them qualified and must successfully complete the hours within one (1) year.
 3. Senior High - Teachers assigned to the senior high must have a major or minor in the position they are assigned to teach.
 4. Alternative Education - In order to insure a balanced staff, the following core qualifications shall be maintained within the Alternative Education staff: counseling, bi-lingual, special education and assertive discipline.

ARTICLE XV LAYOFF PROCEDURE (continued)

- D. The Board shall prepare a seniority list and transmit a copy of same to the Association on or before March 15 of each year of this contract. The Association has until April 12 to review the list and to notify the Board of any errors. If no errors are reported, the Board may assume the list is accurate.
- E. The seniority list as approved March 15, 1990 shall remain in effect. For teachers hired after March 15, 1990, the following procedure shall be used to determine position on the seniority list. In the circumstance of more than one (1) teacher beginning employment on the same date, all teachers so affected will participate in a drawing within 30 calendar days to determine position on the seniority list. The Association and teachers so affected will be notified in writing of the date, place and time of the drawing. The drawing shall be conducted openly and at a time and place which will reasonably allow affected teachers and Association Representatives to be in attendance.
- *Alt. Ed. employees - Seniority shall begin accruing the first day of 1987-88 school year. Seniority date ties will be broken by using the actual date of hire with the earliest hire date for those hired prior to the first day of the 1987-88 school year having the greater seniority.
- F. Teachers on layoff shall be recalled in inverse order to layoff provided he/she is qualified and State certified for the vacancy. No new teachers shall be employed by the Board while there are teachers who were in the bargaining unit who are laid off, unless there are no laid off teachers with proper certifications and State certification to fill any vacancy which may arise.
- G. The Board shall give written notice of recall from layoff by sending a return receipt requested or certified letter to said teacher at his/her last known address. It shall be the responsibility of each teacher to notify the Board of any change of address. The teacher's address as it appears on the Board's records shall be conclusive when used in connection with layoffs, recall or other notice to the teacher. Teachers shall forfeit their right to the position if they fail to notify the Board of their intent to accept or reject the terms of the recall notice within ten (10) calendar days of the date the recall notice was mailed.

ARTICLE XV - LAYOFF PROCEDURE (continued)

- H. Provided the "at work" requirement is fulfilled, the Board will make the health insurance plan available to any laid off teacher, however, the teacher must pay the premiums while laid off.

- I. In the event of a reduction of personnel, the affected teachers shall be given as much advance notice as possible. The Board shall give no less than forty-five (45) calendar days advance notice of the reasonable possibility of a layoff. It is agreed that said forty-five (45) calendar day notice shall be sufficient if notified by the administration of the possibility of its intent to recommend the reduction to the Board.

- J. It is understood that when a part-time teaching position is made into a full-time position, or if a full-time position becomes vacant, the teacher(s) who is working part-time will be offered the full-time position provided the teacher(s) is certified and qualified. This procedure will be followed even if there are more senior teachers on lay-off. This procedure is in keeping with the practice of keeping the most senior teachers actively employed who are in an active employment status during lay-off and recall. In other words, the teacher(s) who is working has preference over a teacher who is on lay-off. The exception to this will be when one of the teachers is a probationary teacher and the other is a tenure teacher. In such cases, the tenured teacher, under the Tenure Law, has rights to the new position over the non-tenured teacher.

ARTICLE XVI
STRIKE PROHIBITION

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

ARTICLE XVII
FRINGE BENEFITS

Pursuant to the authority set forth in Section 617 of the School Code of 1955, as amended, the Board shall provide MESSA health insurance for all bargaining unit members. The Association may vote to change coverage from MESSA SCII to MESSA SCI. If the sums noted below exceed the cost of health insurance or in the event of family duplication of said health insurance, other MESSA non-taxable programs as listed in Article IV, A., 4. a. and b. may be chosen. The Board is not to pay taxes where required on the amount of the special programs. The Board and Association agree the rules and regulations of the underwriter will be followed and that the Association and the Board recognize that the parties are not obliged to provide insurance coverage for a teacher if the underwriter prohibits such coverage of a teacher.

For teachers employed on or before June 15, 1994:

- A. Effective July 1, 1997, all teachers shall receive an amount equal to 95% of MESSA SCI (full family) except as modified below. The 95% of MESSA SCI shall be referred to as the "basic insurance amount."
- B. Effective July 1, 1998, the Board will pay up to a 5% increase in the premium. If the premium increases more than 5%, the Board and teachers will split the additional increase 50/50.
- C. Effective July 1, 1999, the Board will pay up to a 4% increase in the premium. If the premium increases more than 4%, the Board and teachers will split the additional increase 50/50.
- D. In addition to the amounts the full family teachers must have payroll deducted to pay for the full cost of the MESSA health insurance program, the following amounts will be payroll deducted and/or taken from the "basic insurance amount" normally used for options to pay for part of the cost due to the addition of the Dental and LTD programs.

<u>Effective</u>	<u>SS</u>	<u>2P</u>	<u>FF</u>	<u>Options only</u>
July 1, 1997	\$114	\$25	\$7	\$133

- E. Effective July 1, 1994, the Board will provide all teachers, including those employed after June 15, 1994, with MESSA Delta Dental E-007 (80/80/80 - \$1,300).

ARTICLE XVII - FRINGE BENEFITS (continued)

- F. Effective July 1, 1996, the Board will provide all teachers, including those employed after June 15, 1994, a MESSA Long Term Disability program as described in Appendix III (60% of salary, 90 Calendar Days Modified Fill).
- G. The Board agrees to pro-rate the above-stated amount for teachers who are employed on a half time or greater basis.
- H. It is further expressly understood that the Board shall not be obligated to pay directly to the teacher any benefit under this paragraph or to provide premiums for other insurance policies, it being the sole intent and purpose of this clause to obligate the Board not to exceed the amount above specified for premiums for participating teachers only in the M.E.A. insurance plan.

For teachers employed after June 15, 1994:

- A. Effective July 1, 1997, the Board will provide an amount equal to 95% of the cost of MESSA SCI to each teacher who elects to take health insurance. The 95% will be based on the family status of the teacher (SS, 2P or FF).
- B. Effective July 1, 1998, the Board will pay up to a 5% increase in the premium. If the premium increases more than 5%, the Board and the teachers will split the additional premium increases 50/50.
- C. Effective July 1, 1999, the Board will pay up to a 4% increase in the premium. If the premium increases more than 4%, the Board and the teachers will split the premium increases 50/50.

ARTICLE XVII - FRINGE BENEFITS (continued)

- D. The Board will provide the teachers with dental and LTD programs described in E and F above.
- E. If a teacher chooses not to take health insurance, the teacher will receive an amount equal to the amount the Board pays towards the single subscriber health insurance to be used for options.

ARTICLE XVIII
GRIEVANCE PROCEDURE

A. DEFINITIONS

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

B. PURPOSE

1. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to grievances which may from time to time arise. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
2. Nothing contained herein will be construed as limiting the right of any teacher having a grievance to discuss the matter informally with any appropriate member of the administration and having the grievance adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement and that the Association has been given opportunity to be present.

C. PROCEDURE

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered a maximum, and every effort should be made to expedite the process. If appropriate action is not taken within the time limit specified, the grievance will be deemed settled on the basis of the disposition at the preceding level. Non-

ARTICLE XVIII GRIEVANCE PROCEDURE (continued)

weekend holidays, snow days and other recess days do not count in time limits. Should the grievance teacher leave the employ of the Board, all further proceedings on said grievance shall be barred. The time limits specified may, however, be extended by mutual agreement expressed in written form. In the event a grievance is filed on or after June 1st which, if left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest, the time limits set forth herein will be expedited by mutual agreement of the parties.

1. Level One

A teacher with a grievance will first discuss it within five (5) calendar days of the occurrence with the objective of resolving the matter informally. This may be done alone or with or through the Association School Representatives. The names of these representatives will be furnished by the Association to the Principal. The Principal shall attempt to resolve the grievance within five (5) calendar days of the discussion. If no satisfactory solution is reached within this time, then the grievant either directly or with the A.S.R. will reduce the grievance to writing which shall be signed by the grievant and the A.S.R. and filed with the Principal not later than five (5) calendar days following the Principal's verbal decision. If the grievance involves more than one (1) school building, it may be filed with the Superintendent.

Within five (5) calendar days of receipt of the grievance, the Principal shall meet with the grievant in an effort to resolve the grievance. The Principal shall indicate his disposition of the grievance in writing within five (5) calendar days of such meeting and shall furnish the A.S.R. a copy.

2. Level Two

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

Within seven (7) calendar days the Superintendent or his designee shall meet with the teacher either directly or through the A.S.R. on the grievance and shall indicate his disposition of the grievance in writing within five (5) calendar days of such meeting and shall furnish a copy thereof to the Association.

3. Level Three

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

ARTICLE XVIII GRIEVANCE PROCEDURE (continued)

Disposition of the grievance in writing by the Board shall be made no later than seven (7) calendar days after the meeting. A copy of such disposition shall be furnished to the Association.

4. Level Four

If the grievant directly or through the Association is not satisfied with the disposition of the grievance at Level Three, or if no disposition has been made within the specified time limits, the grievance may be submitted to the State Labor Mediation Board according to law and within five (5) calendar days following time limits specified at Level Three.

5. Level Five

If the grievant directly or through the Association is not satisfied with the findings, conclusions and recommendations of the State Labor Mediation Board, they may within twenty (20) calendar days submit the grievance to Arbitration.

Within ten (10) calendar days after such written notice of submission to arbitration, the Board Committee and the Grievant and the Association will agree upon a mutually acceptable arbitrator and will obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such commitment within the specified period, a request for a list of arbitrators will be made to the American Arbitration Association by either party. The parties will be bound by the rules and procedures of the American Arbitration Association in selection of an arbitrator.

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

- a. He shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.
- b. There shall be no appeal from Arbitrator's decision if within the scope of his authority as set forth above. It shall be final and binding on the Bangor Education Association, its members, the employee or employees involved, and the Board.
- c. The fees and expenses of the arbitrator incurred shall be paid by the loser. In case of split decision each party pays their share of the total cost as declared by the Arbitrator.

The provisions of page one, paragraph four of this contract, are in no way to be construed as limiting the rights of a probationary teacher to use this grievance procedure, nor the Association to represent the probationary teacher, when so requested, in the grievance process except in the matters of discharge in accordance with the Tenure Act.

D. The following matters shall not be the basis of any grievance filed under the procedure outlined in this Article:

1. Any matter for which there is recourse under state or federal statutes.
2. Any matter in which the Tenure Act prescribes a procedure or authorizes a remedy (i.e., discharge and/or demotion, etc.).

ARTICLE XIX
CLEARANCE CLAUSE

- A. The parties acknowledge that during negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with request to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in the Agreement. Therefore, the Board and the Association for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.
- B. If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

ARTICLE XX
NEGOTIATION PROCEDURES

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

- B. If the parties fail to reach agreement in any such negotiations, either party may invoke the mediation machinery of the State Labor Mediator Board.

ARTICLE XXI
SALARY SCHEDULE
1997 - 1998

STEP	B.A. DEGREE	M.A. DEGREE	ED. SPEC.
1	\$25,845	\$27,828	\$28,403
2	27,130	29,288	29,976
3	28,416	30,752	31,552
4	29,701	32,212	33,126
5	30,987	33,675	34,700
6	32,272	35,136	36,275
7	33,557	36,599	37,849
8	34,843	38,062	39,422
9	36,128	39,522	40,997
10	37,414	40,985	42,572
11	38,699	42,447	44,146
12	39,985	43,909	45,720
13	41,270	45,372	47,295
14	42,555	46,835	48,868

Provide a \$1,600 longevity step for those teachers who have been on the maximum salary step for two or more years. (This goes into effect the beginning of the third year after they reached the maximum step).

ARTICLE XXI
SALARY SCHEDULE
1998 - 1999

STEP	B.A. DEGREE	M.A. DEGREE	ED. SPEC.
1	\$26,569	\$28,607	\$29,198
2	27,890	30,108	30,815
3	29,212	31,613	32,435
4	30,533	33,114	34,054
5	31,855	34,618	35,672
6	33,176	36,120	37,291
7	34,497	37,624	38,909
8	35,819	39,128	40,526
9	37,140	40,629	42,145
10	38,462	42,133	43,764
11	39,783	43,636	45,382
12	41,105	45,138	47,000
13	42,426	46,642	48,619
14	43,747	48,146	50,236

Provide a \$1,600 longevity step for those teachers who have been on the maximum salary step for two or more years. (This goes into effect the beginning of the third year after they reached the maximum step).

ARTICLE XXI
SALARY SCHEDULE
1999 - 2000

STEP	B.A. DEGREE	M.A. DEGREE	ED. SPEC.
1	\$27,100	\$29,179	\$29,782
2	28,448	30,710	31,431
3	29,796	32,245	33,084
4	31,144	33,776	34,735
5	32,492	35,310	36,385
6	33,840	36,842	38,037
7	35,187	38,376	39,687
8	36,535	39,911	41,337
9	37,883	41,442	42,988
10	39,231	42,976	44,639
11	40,579	44,509	46,290
12	41,927	46,041	47,940
13	43,275	47,575	49,591
14	44,622	49,109	51,241

Provide a \$1,600 longevity step for those teachers who have been on the maximum salary step for two or more years. (This goes into effect the beginning of the third year after they reached the maximum step).

SALARY SCHEDULE ADJUSTMENT FOR 1999-2000

The Board further guarantees that the above increases shall cause step 1 and 14 of each degree Schedule to improve from the 1996-97 relative positions at least one (1) position among the twelve (12) VBCEA agreements' salary schedules. To measure this improvement, the Association and Board will immediately establish the positions, by reviewing all the 1996-97 VBCEA salary schedules. On April 15, 2000, the Board and Association shall compare the 1996-97 positions of the VBCEA salary schedules to the 1999-2000 positions. In the event the above described improvement of at least one (1) position has not been obtained through the 3-2.8 and 2 percent increases in any of the minimum or maximum steps the following will occur:

- A. The Board and Association will meet and confer for the purpose of causing the agreed upon improvement(s) to occur to those step(s) which did not improve via the 3-2.8 and 2 percent increases.
- B. The above described improvements shall be made by utilizing the following method:
 - 1. The minimum(s) and maximum(s) salary step(s) shall be increased in an amount sufficient to improve the rankings in each by one (1).
 - 2. If any of the minimums or maximums are changed, a new salary schedule shall be calculated using the new minimums and/or maximums. The other steps shall be determined by having thirteen (13) equal increments between step 1 and step 14 of each schedule.
- C. The Ed. Specialist Schedule will be adjusted, if necessary, so that the percentage difference between the Ed. Specialist schedule and the MA Schedule will be the same in 1999-2000 as it was in 1998-99.
- D. Such improvements will be retroactive to the beginning of the 1999-2000 school year.
- E. If one or more of the districts have not settled by April 15, 2000, the minimums and maximums of the unsettled districts will be computed by increasing them by the same average percentage increase of each of the minimums and maximums of the other districts.

ARTICLE XXI - SALARY

SCHEDULE "B"

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

E. ACTIVITY	PERCENTAGE
Varsity Football	11%
Assistant Football	8%
JV Football	8%
8th Football	6%
7th Football	6%
Cross Country (Boy's/Girls)	10%
Varsity Basketball (Girl's)	11%
Varsity Basketball (Boy's)	11%
JV Basketball (Girl's)	8%
JV Basketball (Boy's)	8%
Frosh Basketball	7%
8th Basketball	6%
7th Basketball	6%
Varsity Volleyball	10%
JV Volleyball	8%
Frosh Volleyball	7%
8th Volleyball	6%

7th Volleyball	6%
Varsity Wrestling	10%
Assistant Wrestling	8%
JV Wrestling	7%
JH Wrestling	6%
Varsity Softball	10%
JV Softball	8%
Varsity Baseball	10%
JV Baseball	8%
Varsity Track (Boy's)	10%
Assistant Track (Boy's)	8%
Varsity Track (Girls)	10%
Assistant Track (Girl's)	8%
JH Track (Boy's)	6%
JH Track (Girl's)	6%
Varsity Cheerleading	5% *
JV Cheerleading	4% *
JH Cheerleading	3% *
ACTIVITIES (paid by percentage)	
H.S. Band	10%
H.S. Choir	7%
Play Director	7% **
H.S. Student Council Advisor	4.5%
M.S. Student Council Advisor	3%
Viking Press Advisor	8%
<p>* % per season</p> <p>** per Play (Major Production, All School)</p> <p>Noon-hour Supervision -- 10% of BA Base (where duties are in addition to regular teaching duties). This is based on a sixty (60) minute period and shall be pro-rated for any shorter period of time.</p>	
<p>Sub pay during a preparation period shall be \$12.00 per hour provided the lesson plan is carried out.</p> <p>The mentor teacher will be paid \$500.00 per year for each first year probationary teacher and \$250.00 per year for each second and third year probationary teacher that he/she is assigned.</p>	

ARTICLE XXI - SALARY - SCHEDULE B (continued)

ACTIVITIES (paid by dollar amounts per year)						
Activity	Advisor			Assistant		
	'97-'98	'98-'99	'99-'00	'97-'98	'98-'99	'99-'00
Spanish Club	\$404	\$415	\$423	\$261	\$268	\$273
Academic Competition	404	415	423	261	268	273
National Honor Society	404	415	423	261	268	273
Varsity Club	404	415	423	261	268	273
Bangor Creates Director	218	224	229			
Building Reps	109	112	114			
Class Sponsors						
Senior Class	404	415	423	261	268	273
Junior Class	404	415*	423*	261	268	273
Sophomore Class	404	415	423	261	268	273
Freshman Class	404	415	423	261	268	273
Eighth Grade Class	404	415	423	261	268	273
Seventh Grade Class	404	415	423	261	268	273
Sixth Grade Class	404	415	423	261	268	273
* Junior Class Sponsor will receive a \$100 bonus per year Class Sponsors with no assistants will receive a \$50 bonus						
ACTIVITIES (paid by hourly rates)						
Driver Education	\$20.17	\$20.73	\$21.14			
SCHEDULE "B" assignments are to be done outside of school						

ARTICLE XXI - SALARY - SCHEDULE "B" (continued)

Except for those activities reimbursed on an hourly basis, teachers being reimbursed according to this schedule shall be paid in either a "lump sum" subsequent to completing the activity or, if the activity is year-long, payment shall be made in 2 equal installments once at the end of each semester.

Sub pay during a preparation period shall be \$12.00 per hour provided the lesson plan is carried out.

Payment for leadership as a committee chairperson at a rate of \$200 per school year will be provided under the following conditions:

- A. Upon recommendation of the Superintendent and their approval of the Board of Education.
- B. For committee chairperson performing work beyond the regular contract hours.
- C. Committee outcomes and assessments will be provided by the Administration prior to initiating the committee.
- D. The chairperson will be the only committee member to receive compensation.
- E. Continuation of the committee will be determined annually by the Superintendent and the Board of Education.

LAWS GOVERNING TEACHERS' SALARY SCHEDULE

- A. The salary schedule adopted is a part of this contract and all members of the teaching staff of the school district shall receive salaries in accordance with their schedule and these by-laws. None of these by-laws is retroactive.
- B. 1. a) Teachers who are teaching subjects outside of their major or minor shall as a condition for continued progression through the salary schedule earn no less than six (6) graduate credits during each five (5) years of employment with the District. Said graduate credits shall be earned in a field or discipline which is directly related to that which the teacher is currently assigned or reasonably could be assigned. All classes taken in compliance with this provision shall have prior approval from the Superintendent. Further, the District reserves the right to direct the course of study to be taken by the teacher for up to three (3) of the herein referenced six (6) credits. Upon completion of a course with a grade of C or better, the Board shall reimburse the teacher for fifty percent (50%) of the tuition costs associated with twelve (12) credit hours of said courses. Failure to complete the credits required herein shall cause the teacher's salary step to be frozen until such time said teacher has fulfilled his/her obligations.
- b) A minor shall be defined as fifteen (15) semester hours or its academic equivalent.
2. Teachers not required to comply with Section B 1(a) herein for continued progression through the salary schedule shall attend eight (8) or more actual hours per year of professional development seminars as approved by the Board. Any professional development seminar offered by the Allegan County ISD, KVISD, VBISD or Bangor Public Schools shall automatically be approved by the Board, The Board shall provide a minimum of eight (8) hours per year of professional development seminar(s) at Bangor Public Schools to be conducted during the five (5) noninstructional in-service days.

LAWS GOVERNING TEACHERS' SALARY SCHEDULE (continued)

- C. A teacher entering the employ of the School District shall, upon recommendation of the Superintendent, receive up to a maximum of five (5) years of credit on the salary schedule if the experience occurred within the ten (10) years preceding employment in the Bangor System. This section applies to Schedule "B" as well as Schedule "A".

- D. Credit to a maximum of two (2) years shall be granted for military service after proof of employment as a teacher in a school district prior to military service.

- E. Transfer from one salary schedule to another based on a newly earned degree is effective at the beginning of the school calendar year following the awarding of the degree.

ARTICLE XXII

DURATION

Duration of this contract shall normally be from August 23, 1997 to August 22, 2000, unless terminated by the Board as provided in Article XIX, Section A of this Agreement.

IN WITNESS WHEREOF THE PARTIES HEREUNTO SET THEIR HAND AND SEALS

BANGOR EDUCATION ASSOCIATION

BOARD OF EDUCATION OF
BANGOR PUBLIC SCHOOLS

By [Signature] 8/25/97
President Date

By [Signature] 8-25-97
President Date

By [Signature] 8/25/97
Negotiator Date

By [Signature] 8/25/97
Secretary Date

By _____
Negotiator Date

By [Signature] 8/25/97
Treasurer Date

By [Signature] 8-26-97
V.B.C.E.A. Date

By [Signature] 8-25-97
Vice President Date

APPENDIX I

The Van Buren Co. Educ. Association has carefully considered the status of the below named teacher and has explained the conditions of the contract carefully. The Association finds that this teacher has been employed for at least sixty (60) days and has not paid the dues of this Association nor made a contribution in an equal amount so as to participate in the expense of negotiating and administering the contract.

Therefore, as provided in the AGENCY SHOP CLAUSE of the contract between the Van Buren Co. Educ. Association and the Bangor Public Schools, the Van Buren Co. Educ. Association requests that the contract of not be renewed for the next school year, and that this teacher be properly notified of this action.

The Association will protect and save harmless the Board from any or all claims, demands, suits and other forms of liability by reason of action taken or not taken as a result of any misinformation provided by the Van Buren Co. Educ. Association in this written request.

(Signed) _____ President

(Signed) _____ President-Elect

(Signed) _____ Past-President

Subscribed and sworn to before me this
day of _____, 19

IN AND FOR _____ COUNTY

My commission expires _____, 19

Copies:

APPENDIX II

BANGOR PUBLIC SCHOOLS

CALENDAR

1997-1998

Teacher Work Days-Prof. Dev. AM Both Days	August 25-26, 1997
First Student Day - Students AM Only	August 27, 1997
Labor Day - No School	September 1, 1997
Professional Development - Students AM Only	September 19, 1997
Professional Development - Students AM Only	October 24, 1997
First Marking Period Ends	October 31, 1997
Parent/Teacher Conference - Evenings Only	November 5, 1997
Parent/Teacher Conference - Students AM only	November 6, 1997
No School - Teachers & Students	November 7, 1997
Thanksgiving Recess	November 27-28, 1997
Professional Development - No Students	December TBA
Winter Vacation Begins	December 20, 1997
Return to School	January 5, 1998
Exam Days Secondary	January 14-15-16, 1998
Records/Professional Devel. - Students AM Only	January 15-16, 1998
Semester Ends	January 16, 1998
Parent/Teacher Conference - Evenings Only	February 25, 1998
Parent/Teacher Conference - Students AM Only	February 26, 1998
Winter Break - No School	February 27, 1998
Professional Development - Students AM Only	March 6, 1998
Third Marking Period Ends	March 20, 1998
Spring Break	March 30 - April 3, 1998
Return to School	April 6, 1998
Professional Development - No Students	May TBA
Memorial Day - No School	May 25, 1998
Exam Days	June 3-4-5, 1998
Record Days - Students AM Only	June 4-5, 1998
Last Student Day - Students AM Only	June 5, 1998
Record Day	June 8, 1998

2 Full Day Professional Development Days To Be Scheduled. 1 Each Semester. No Students

182 Student days

185 Teacher days

The 1998-99 and 1999-2000 calendars will follow the same format as in 1997-98 unless mutually agreed to change utilizing the same number of student (182) and teacher days (185). Also, the county perpetual calendar for Winter and Spring recesses will be followed. The beginning date will be negotiated taking into consideration when Vo-Tech center begins.

APPENDIX III

MESSA LONG TERM DISABILITY COVERAGE

A.	Benefits Percentage	60%
B.	Maximum Monthly	\$2,500
C.	Qualifying Period	90 - Calendar Days Modified Fill
D.	Maternity Coverage	Yes
E.	Pre-Existing Condition Waiver	Yes
F.	Freeze on Offsets	Yes
G.	Alcoholism/Drug Waiver	Yes - Same as any other illness
H.	Mental/Nervous Waiver	Yes - Same as any other illness
I.	Cost of Living Benefits	Yes

APPENDIX IV
CONTRACT ADDENDUM

March 11, 1994

Date of hire for the purpose of ranking on the seniority list shall be August 9, 1994 for Kathy Koza.

Such agreement shall not constitute a precedent.