AGREEMENT

BETWEEN

BANGOR PUBLIC SCHOOLS

AND

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

2021-2025

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ARTICLE 1
RECOGNITION AND DEFINITIONS

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 Michigan Department of Education. Certified teachers for the purpose of this agreement shall be defined to include non-certificated, non-endorsed classroom teaching personnel as defined in Section 1233b Revised School Code.

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

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

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

ARTICLE 2
BOARD OF EDUCATION POLICIES AND RIGHTS

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

The Board agrees to apply these policies equitably.

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

A. To the executive management and administrative control of the school system and its properties and facilities and the school activities of its employees.

B. To hire all employees and subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, or their dismissal and demotion; and to promote and transfer all such employees. The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Michigan, and the Constitution and laws of the United States.

C. Determine the services, supplies and equipment necessary to continue its operations and to determine the methods, schedules and standards of operation, the means, methods, and processes of carrying on the work including automation thereof or changes therein, the institution of new and/or improved methods or changes therein.

D. Adopt reasonable rules and regulations.

E. Determine the location or relocation of its facilities, including the establishment or relocations of new schools, buildings, departments, divisions or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities.

F. Determine the placement of operations, production, services, maintenance or distribution of work, and the source of materials and supplies.

G. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.

H. Determine the size of the management organization, its functions, authority, amount of supervision and table of organization provided that the Board shall not abridge any rights from employees as specifically provided for in this Agreement.

ARTICLE 3
ASSOCIATION RIGHTS AND PRIVILEGES

A. Pursuant to the Michigan Public Employment Relations Act, MCL 423.201, et seq., the Board hereby agrees that every teacher employed by the Board shall have the right to freely organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation and other lawful concerted activities for mutual aid and protection or to refrain from such activities. The Board undertakes and agrees that it will not directly or indirectly encourage or discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by the Act or other laws of Michigan or the Constitutions of Michigan and the United States.

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

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

D. The Board shall provide a bulletin board to be placed in each teacher lounge for the dissemination of material and information by the teachers.

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

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

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

ARTICLE 4
PAYROLL DEDUCTIONS

In accordance with the provisions of law or upon proper authorization on the appropriate form, payroll deductions will be made from a teacher's paycheck for the following purposes: direct deposit in a chartered credit union and/or bank, U.S. Savings Bonds, charitable donations, annuities for Michigan Retirement Investment Consortium Providers, Section 125 Deductions, Michigan Public School Employment Retirement System (MPSERS) plans, or any other plans or programs approved by the Board. All funds collected as a result of such deductions shall be promptly remitted to the appropriate financial officer.

The Board, by providing teachers with payroll deduction services for annuities, is not providing any financial advice to employees, and is not vouching for the suitability of any investment or any annuity provider. The District assumes no responsibility or liability for any investment decisions or losses with respect to employee annuity purchases. The teacher requesting payroll deductions shall hold the Board harmless and release the Board from liability in making such deductions unless the District has been proven negligent.

ARTICLE 5
WORKING HOURS AND CONDITIONS

A. GSRP Teachers shall have as follows:

1. The same number of workdays as K-12 teachers.

2. In addition to regular salary, on student days where GSRP teachers are required to have "homestyle lunch" with students, they shall be compensated at $20 for the 40 minute time period.

3. An average of 250 minutes of planning will be provided each Friday for the weeks that students are in session.

B. All Kindergarten through 4th grade teachers shall have as follows each day:

1. A 25 minute duty-free, uninterrupted lunch period. Followed/preceded by a contiguous 15 minute duty-free, uninterrupted recess period, on days when students are present for recess.

2. A 50 minute, continuous planning period daily. Administration will make every effort to schedule no more than one meeting per week on average during a teacher's daily planning period.

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.

C. All 5-12 grade teachers shall have each day:

1. A 25 minute duty-free, uninterrupted lunch period.

2. An uninterrupted preparation period equivalent to a regular class period for his/her grade level. Administration will make every effort to schedule no more than one meeting per week on average during a teacher's daily planning period.

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.

D. SCHOOL DAY

1. The parties agree that a good education climate can be closer to attainment if the teachers are available for student contact both before and after the official school day.

2. All teachers agree to be in their rooms (contiguous teaching stations, except for copying duties) not less than ten (10) minutes before school and to remain there at least five (5*)

minutes after school. (*Provided the buses have left) On days scheduled as ½ with students and ½ PD, normal release times will be adjusted to accomplish both objectives.

3. Teachers shall attend regular staff meetings scheduled by the building principal, who will give a minimum of one week's notice except in case of emergency. Each building may have one or two (1/2) meetings per month, per teacher either in the morning or after school not to exceed ten or twenty (10/20) required meetings per school year and should not be scheduled for more than one (1) hour or 30 minutes. Teacher attendance is mandatory unless absence is excused by the principal or the teacher is absent to work at a Schedule B paid position (working at District events is not considered another paid position). Professional staff meetings held on non-instructional days shall not be counted in the number of required meetings.

4. Unless otherwise stated herein the following times are for students:

	Full Days			Half Days	
	START	END	LUNCH	START	END
High/Middle School	7:55	2:45	25 min.	7:55	11:40
South Walnut	8:00	3:05	40 min.	8:00	11:55
GSRP	7:35	2:35		7:35	11:30

E. SCHOOL YEAR CALENDAR

1. Teachers will not be required to report to school on days schools are closed for students due to "snow days" or other "Act of God" conditions, If a building closes early due to "Acts of God" other than weather conditions, teachers may be required to remain in school if the administration deems conditions to be safe and conducive to continue professional activities.

2. Teachers will be paid for the days the district is closed for "Act of God" days, but will not be paid for the days worked due to "Act of God" day make-up days.

3. To the extent required by law, "Act of God" days will be made up during Monday-Friday starting the day after the last regular scheduled day for students.

4. If an "Act of God Day" is called on a day that is scheduled as a ½ day with students and a ½ day PD, then the administration has the right to call staff in for the regularly scheduled PD time if conditions are deemed to be safe and conducive. Such a day will count as a teacher workday. If through this action or other make-up days the teaching staff exceed their total number of contracted days, then they will be reimbursed at their per diem rate for the extra days.

5. A one day "New teacher orientation" can be run by the District before the normal start of school when deemed necessary.

F. 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.

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 meetings, attendance at evening activities, mail, telephone, and school visitation by parents are expected.

H. IEPC MEETINGS - Teachers having prepared appropriate lesson plans, activities, and/or alternative coverage shall be granted release time for necessary IEPC meetings as authorized.

I. If a bargaining unit member is asked by the administration and the member agrees to perform normal work duties for extra days beyond the Master Agreement, the compensation for these days shall be their regular daily pay. Summer stipend for agreed extra duty outside of normal work duties is $30 per hour as preapproved by administration.

ARTICLE 6
TEACHING CONDITIONS

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

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

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

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

At the elementary, if no substitute teacher is available and remaining teachers split the class, the teachers taking the extra students will evenly split the substitute rate pay for the day or half day.

C. The Board shall provide networked copy machines in all buildings.

D. The Board shall provide one teachers' aide for each Kindergarten classroom during the first two (2) weeks of school and will ensure availability of the aide the day school starts.

E. 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.

F. The District will designate a person to deal with emergencies in each building in the event of administrator absence.

G. It is desirable for teachers to be issued their tentative teaching assignments for the upcoming school year by the last day of the current school year.

H. Teachers may request to transfer to a different assignment. Such requests shall be made in writing to the superintendent and shall include the position desired along with the applicant's qualifications for the position.

ARTICLE 7
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. Upon agreement of the Association and the Board, a teacher may borrow a maximum of 60 accumulated sick leave days from other teachers.

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 report to work shall notify the designated substitute system no less than one and one half (1-1/2) hours prior to the start of their regular workday. Teachers absent for more than three (3) consecutive workdays or who exhibit a pattern of absenteeism may be required to submit a physician's certificate.

C. Any teacher who is absent in excess of allowable sick leave or personal leave shall be subject to a deduction of the annual salary and be charged the cost of fringe benefits* (Article 14).

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 Family and Medical Leave Act.
("x" means the number of days in the school year in which the absence occurred).

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

1. Mother
2. Father
3. Husband
4. Wife
5. Brother
6. Sister
7. Son
8. Daughter
9. Mother/Father-in-law
10. Daughter/Son-in-law
11. Others of emotional significance

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

E. Teachers will be paid $25.00 per unused sick day upon leaving the district after five (5) consecutive years of service. These days are limited to the current limit of 130 days. Termination due to illegal activity would disqualify a person from this section.

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

Notice of resignation given before April 1 for the following school year:

- $45 for days through 130 days
- $75 for days beyond 130 days

The unused sick days beyond 130 days will be known as "Incentive Unused Sick Days". These days will not be used for sick days, but will be recorded and can never be lost and will only be used for payment upon resignation.

ARTICLE 8
PERSONAL LEAVE

A. FOR TEACHERS

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

1. Up to three (3) working days may be claimed for death in the family (see definition in Article 7, paragraph D).
2. Employees with children enrolled in this district may use up to two (2) of their allowed sick days for personal business pertaining to their children who attend Bangor Public Schools (school programs, field trips, college visitations).
3. Teachers who have accumulated 100 or more sick days may use up to two (2) days of their annual sick leave allowance for personal business each year that the 100 day accumulation remains.
4. Personal days approved in excess of the two (2) allowed above will be removed from the sick day total.

B. FOR ASSOCIATION BUSINESS

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

C. JURY DUTY

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

ARTICLE 9
UNPAID LEAVES OF ABSENCE

A. 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. Childcare
5. Illness or injury requiring a leave of absence for up to one full school year
6. Family Medical Leave Act

B. APPLICATION PROCEDURE - The application under A-1 or A-2 must be in writing, accompanied by sufficient establishment of the nature of the educational improvement and its value to the school system submitted to the superintendent's office for review no later than April 15th for requested leave during the following school year. A teacher shall file a written application for leave of absence under A-5, together with a physician'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, A-4, and A-5 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.

D. RETURN FROM UNPAID LEAVE OF ABSENCE - Teachers returning from an unpaid leave of one (1) year or less shall be entitled to reinstatement as determined by the Board. The teacher will return on the proper step of the salary schedule as if the leave had not occurred and will retain all accumulated paid time off. The teacher will not gain service credit during the leave of absence.

E. RIGHTS OF THE BOARD - The Board may restrict the total number of teachers on leave under A-1 or A-2 at any one time, not to exceed one (1) teacher per building and not to exceed a total of four (4) teachers at any one time from its entire staff. The Board has the right to deny the leave of absence if no replacement can be found to fill the vacancy that would be created by the absence of the applicant.

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

F. LENGTH OF LEAVE - Leaves granted under A-1 or A-2 or A-4 or A-5 may be for a period not to exceed one (1) year at the will of the Board. Leaves under A-3 shall be for the period of disability up to two (2) years as determined by a physician.

G. FMLA LEAVE – Within five (5) business days of the employee requesting leave or the employer learning that an employee's leave may be for a FMLA qualifying reason, the Superintendent or his/her designee will notify a staff member when the district intends to designate leave as FMLA-qualifying. Such notice may be given orally or in writing. (Written notice follows 10 days after oral.) If the Superintendent does not have sufficient information about the reason for an employee's use of paid leave, the Superintendent may inquire further to ascertain whether the paid leave is FMLA-qualifying. Once the Superintendent learns that a paid leave is for an FMLA leave-qualifying reason, the Superintendent or his/her designee will promptly notify the staff member that the paid leave will count towards the staff member's twelve (12) week FMLA-leave entitlement.

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

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

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

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

The employee returning from a leave under this Act shall be returned to a position as determined by the Board.

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

ARTICLE 10
PROFESSIONAL GROWTH AND TEACHER LEADERSHIP

A. CONFERENCES AND VISITING DAYS - A teacher may, at the discretion of the Administration, make professional visits or attend special conferences for teachers without the loss of pay.

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

C. TEACHER LEADERSHIP - 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 District Leadership Team. The DLT shall be comprised of at least the Curriculum Director, one teacher from each educational level, administrators, superintendent, and ancillary staff as needed.

Administration 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.

ARTICLE 11
MENTOR TEACHER PROGRAM

A. The goal in the mentor teacher program is to provide support and coaching for the probationary teacher.

B. The mentor teacher will keep a written log of meetings with the probationary teacher. This log will include the dates, times and a brief summary of topics discussed in the meetings.

C. Mentor teachers and probationary teachers may be provided with release time to work together. This time shall be requested by the mentor teacher and subject to the approval of the building administrator.

D. The District will identify the mentor teachers, provide appropriate training and/or in-services, and supervise the activities of the mentor teacher and the probationary teacher.

E. The mentor teacher assignment will be subject to review on a semester basis. Either the mentor or the building administrator may terminate the relationship at that time, and another mentor will be appointed.

F. The mentor teacher will be provided a stipend for each mentee which is stated in Schedule C.

ARTICLE 12
SENIORITY

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

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

B. SENIORITY – The Board shall maintain a current master seniority list and present the same to the Association by October 1st of each school year, and again anytime a change is made. The Association has until October 15th to review the list and to notify the Board of any errors. If no errors are reported, the Board may assume the list is accurate.

C. Teachers will be placed on the seniority list based on their employment date. In the circumstance of more than one (1) teacher beginning employment on the same date, placement will be based on a random drawing of lots. All teachers so affected will participate in a drawing within 30 days to determine position on the seniority list. The Association and teachers so affected will be notified in writing of the date, place and time of the drawing. The drawing shall be conducted openly and at a time and place which will reasonably allow affected teachers and Association Representatives to be in attendance.

D. In the event of a reduction of personnel, the Superintendent, or designee, will strive to give as much advance notice as possible.

ARTICLE 13
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 14
INSURANCE BENEFITS

The Board shall provide MESSA health insurance for teachers who apply for health insurance. The Board and Association agree the rules and regulations of the underwriter will be followed and that the Association and the Board recognize that the parties are not obliged to provide insurance coverage for a teacher if the underwriter prohibits such coverage of a teacher. The Board shall make premium contributions excluding coverage for abortion or abortion-related service or any other coverage which is prohibited by law or shall result in a penalty to the District.

The Board agrees to pay no more than the PA 152 2021 State mandated hard cap amount of the total cost of the medical fees, assessments, and commissions through December 31, 2021, and will pay no more than the PA 152 2022 State mandated hard cap amount of the total cost of the medical fees, assessments, and commissions beginning January 1, 2022, through December 31, 2022, and will pay no more than the PA 152 2023 State mandated hard cap amount of the total cost of the medical fees, assessments, and commissions beginning January 1, 2023 through December 31, 2023, and will pay no more than the PA 152 2024 State mandated hard cap amount of the total cost of the medical fees, assessments, and commissions beginning January 1, 2024 through December 31, 2024, and will pay no more than the PA 152 2025 State mandated hard cap amount of the total cost of the medical fees, assessments, and commissions beginning January 1, 2025.

A. If the premium cost exceeds the Board's contribution, the remainder shall be subject to payroll deduction. Teachers who work the full school year will receive twelve (12) months of insurance. Insurance premium payments will be by payroll deduction for the first and second payments each month for those teachers choosing 26/27 pay schedule. For those teachers on 21/22 pay schedule, insurance payments will be deducted every pay. HSAs will be employee funded and compliant with IRS regulations. HSA deductions will be deducted every pay.

B. Teachers not electing to take any health insurance will receive Non-Medical Plan B and will receive cash in lieu of benefits. The cash amount shall be the current year's single subscriber hard cap amount. The employer shall formally adopt a qualified plan document which complies with Section 125 of the Internal Revenue Code. Teachers may contribute pre-tax money to a non-taxable annuity option with the Michigan Retirement Investment Consortium through a payroll deduction.

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

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

E. MESSA Medical Plan Summary (A, C, D, E)

1. Health: Van Buren Health Consortium

2. Long Term Disability: 66 2/3%
   $7000 Maximum
   Minimum Maximum Benefit 5% of gross monthly or $50 minimum
   90 Days – Modified Fill
   COLA –No
   Pre-existing Condition Waiver
   Primary Social Security Offset
   Freeze on Offsets
   Alcohol/Drug Same as Illness, Mental Nervous Same as Illness
   5% Minimum Payout, 2 Year Own Occupation Maximum Benefit Period

3. Negotiated Life: $20,000 with AD&D
4. Vision: VSP – 3 G
5. Dental: 80/80/80: $1,500 Annual Maximum, 80: $1,200 Class IV Lifetime Maximum
   Two Cleanings per Year - Sealants

MESSA Non-Medical Summary (Plan B)

Long Term Disability:	Same as above
Negotiated Life:	Same as above
Vision:	Same as above
Dental:	Same as above

The district will pay 100% of the non-medical coverage premiums for all full-time teachers.

ARTICLE 15
GRIEVANCE PROCEDURE

A. DEFINITIONS

1. A "grievance" is a claim based upon an event or condition which affects the welfare or conditions of employment of a teacher or group of teachers and arising from the language of this Agreement or an alleged breach thereof. It is expressly understood that a claim based upon an event or condition which does not affect the welfare or conditions of employment of a member of the unit described in Article I above will not constitute a grievance.

2. An "aggrieved person" is the person or persons making the claim.

3. A "party in interest" is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.

B. PURPOSE

1. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to grievances which may from time to time arise. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

2. Nothing contained herein will be construed as limiting the right of any teacher having a grievance to discuss the matter informally with any appropriate member of the administration and having the grievance adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement and that the Association has been given opportunity to be present.

C. PROCEDURE

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

1. Level One

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

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

2. Level Two

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

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

3. Level Three

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

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

4. Level Four

If the grievant directly or through the Association is not satisfied with the disposition of the grievance at Level Three, or if no disposition has been made within the specified time limits, the grievance may be submitted to the American Arbitration Association within twenty (20) school days after receipt of the Board's Level 3 grievance decision.

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 losing party. In case of split decision, each party pays their share of the total cost as declared by the Arbitrator.

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

1. Any matter for which there is recourse under state or federal statutes.
2. Any matter in which the Tenure Act prescribes a procedure or authorizes a remedy (i.e., discharge and/or demotion, etc.).
3. Any prohibited subject of bargaining, including layoff/recall, assignment/transfer, discipline/discharge, and evaluation.

ARTICLE 16
MISCELLANEOUS

A. The parties acknowledge that during negotiations which resulted in this Agreement each party 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 this Agreement. Therefore, the Board and the Association for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

B. If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

C. An emergency manager under the Local Financial Stability and Choice Act, MCL 141.541, *et seq.*, may reject, modify, or terminate this Agreement as provided in that Act.

ARTICLE 17
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 pursue mediation through the Michigan Employment Relations Commission.

ARTICLE 18
SALARY
SCHEDULE A
REVISED August 2023

For the 2023-24 school year, all teachers who were employed in June 2023 will receive $3500 on schedule increase in salary or their level increase below, whichever is higher. In addition, each teacher who was employed in June 2023 and continues to be employed in June 2024 will receive a $500 one time off schedule non-pensionable bonus to be paid no later than the last pay of June 2024. The calendar will reflect one additional work day (185) with a flex day added prior to school starting. For 2024-25 school year, teachers will receive their salary as stated below.

2021-25

LEVEL 1 **$43,000** Base Salary (Fixed during the life of the agreement)

- Yearly increase – **3.0%** increase to Salary

Minimum Requirements to move from Level 1 to Level 2.

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

LEVEL 2 **$51,750** Salary

- Yearly increase – **2.5%** increase to salary

Minimum Requirements to move from Level 2 to Level 3.

- Twelve years teaching experience* (Awarded plus years at BPS).
- Earn a minimum of 4 yearly evaluation ratings of effective or higher during Level 2.
- Masters Degree or Higher

LEVEL 3 **$61,000** Salary

- Yearly increase – **2.0%** increase to salary

Minimum Requirements to move from Level 3 to Level 4

- Sixteen years of teaching experience* (Awarded plus years at BPS)
- Earn yearly evaluation ratings of effective or higher during Level 3
- Masters Degree or Higher

LEVEL 4 **$67,325** Salary

- Yearly increase - **2.0%** increase to salary until reaching the maximum.

MAXIMUM SALARY $75,000 for 2023-24 and $76,200 for 2024-25.

* "years teaching experience" shall be defined as the years of teaching service awarded at the time of hire plus the years of experience at Bangor Public Schools. The Board reserves the right to place an incoming experienced teacher at an appropriate professional level/salary less than the teacher's actual years of experience. The Board also reserves the right to place an incoming experienced or new teacher at a level/salary higher than the teacher's years of experience.

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

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

SCHEDULES B and C

A. Percentages will be applied to the years of experience as in the same sport or activity on the appropriate step of Schedule X as determined by administration.

B. Teachers do not receive tenure in any extra duty position. Extra duty appointments are made annually.

C. Except for those activities reimbursed on an hourly basis, teachers being reimbursed according to these schedules shall be paid the second pay of January and/or the second pay of June. One-time activities will be paid at the conclusion of the activity, e.g. Theatre Performances, Bangor Creates.

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.

SCHEDULE B

Activity	Stipend Percentage
Varsity Football	11%
Assistant Football	8%
JV Football	8%
8th Football	6%
7th Football	6%
Varsity Soccer (Boys)	11%
Cross Country (Boys/Girls)	11%
Middle School Cross Country (Boys/Girls)	6%

Varsity Basketball (Girls)	11%
Varsity Basketball (Boys)	11%
JV Basketball (Girls)	8%
JV Basketball (Boys)	8%
Frosh Basketball (Boys/Girls)	7%
8th Basketball	6%
7th Basketball	6%
Varsity Volleyball	11%
JV Volleyball	8%
Frosh Volleyball	7%
8th Volleyball	6%
7th Volleyball	6%
Varsity Wrestling	11%
Assistant Wrestling	8%
JV Wrestling	8%
MS Wrestling	6%
Varsity Softball	11%
JV Softball	8%
Varsity Baseball	11%
JV Baseball	8%
Varsity Track (Boys)	11%
Assistant Track (Boys)	8%
Varsity Track (Girls)	11%
Assistant Track (Girls)	8%
MS Track (Boys)	6%
MS Track (Girls)	6%
Varsity Soccer (Girls)	11%
Varsity Cheerleading (per season)	5%
JV Cheerleading (per season)	4%
MS Cheerleading (per season)	3%
Sports Club Sponsor	1.5%
SCHEDULE B assignments are to be done outside of school	

SCHEDULE C

Activity	Stipend (Percentage or Amount)
MS/HS Band (marching /performance)	13%
Theatre Director (per performance)	5%
Pit Director (per musical)	3%
Vocal Director (per musical)	1%
Pianist (per musical)	$400
H.S. Student Council Advisor	4%
M.S. Student Council Advisor	3%
Spanish Club	$900
Academic Competition	$900
National Honor Society	$1300
Bangor Creates Director	$500
Bangor Creates Building Rep	$200
Class Sponsor (Grades 5-10, 12)	$900
Junior Class (with Prom)	$1,200
Grade Level Chair K-5 & K-5 Elective Chair	$900
Dept Chair 6-12 Math, social studies, science, ELA, and Elective	$900
District Leadership Team (at least one per building)	$1100
Mentor Teacher	$650/year 1 and $325/year 2 and 3
Noon-hour Supervision (60) minute periods, and or Detention	Comp Time Rate (pro-rated for shorter periods)
Activities (paid by hourly rates)	
Comp Time Rate	$30.00/hr.

Substitute pay during a preparation period shall be 30.00 per hour provided the lesson plan is carried out. In lieu of substitute pay, teachers may choose to accumulate "compensation time" to be used in 60-90 minute increments up to one (1) work day pending approval by the principal. Such "compensation time" may not be used to extend a scheduled holiday (any weekday, Monday through Friday, during which teachers are not scheduled to report for their assignment).

SCHEDULE X
SCHEDULE FOR SCHEDULES B AND C

STEP	AMOUNT
1	33,835
2	34,340
3	35,350
4	36,865
5	38,380
6	39,895
7	41,410
8	43,178
9	44,945
10	46,460
11	47,975
12	49,490
13	51,005
14	52,773
15	54,288
16	55,298
17	56,813
18 & 19	57,636
20-24	58,715
25+	60,304

BYLAWS GOVERNING TEACHER 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. Tuition Reimbursement

Each teacher who earns additional hours of credit beyond the BA scale at an NCATE accredited college or university, shall be reimbursed at a sum not to exceed $150 per credit hour earned to a maximum of $500 per year. Credit hours under this section must be taken in a field of study directly related to the teacher's assignment and must be approved in advance by the administrator. An official transcript of semester hour credits earned from the granting institution, indicating a grade of B or better, shall be submitted to the administrator's office or designee. In classes that are only offered as pass/fail, an official transcript of semester hour credits earned from the granting institution must indicate that the teacher received a pass grade in order to qualify for tuition reimbursement. Within forty-five (45) days of the submittal, the teacher shall be reimbursed.

C. A teacher entering the employ of the Board shall, upon recommendation of the Superintendent, receive up to full credit on the salary schedule if the experience occurred within ten (10) years preceding employment in the Bangor System. This section applies to Schedule B and 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.

F. Each teacher has the choice between the following two pay schedules:

1. Twenty-one (21)/twenty-two (22) pays or
2. Twenty-six (26)/twenty-seven (27) pays

This preference will remain in effect until a change is requested by the employee. This request must be made to the business office before July 1. If pay schedule is not requested, it will be 26/27 pays. (22 or 27 pays are needed occasionally to adjust the pay schedule to the work year. If a 22/27 pay schedule is needed, the Association will be informed by May 30 previous to the implementation in the fall of that year).

ARTICLE 19
DURATION

Duration of this contract shall be from July 1, 2021 or ratification whichever is later to June 30, 2025.

IN WITNESS WHEREOF THE PARTIES HEREUNTO SET THEIR HAND AND SEALS

BANGOR EDUCATION ASSOCIATION

Lucas Smith, President

Josephine Hardester, Secretary

VBCEA Representative

BANGOR PUBLIC SCHOOLS
BOARD OF EDUCATION

Jennifer Zordan, President

Joyce Adams, Secretary

Lynn Johnson, Superintendent