BANGOR AREA SCHOOL DISTRICT

TEACHER CONTRACT

2008-2009
2009-2010
2010-2011
2011-2012
2012-2013

Bangor Area School District is an equal opportunity employer and will not discriminate on the basis of race, color, creed, national origin, gender, or handicap in its activities, programs, or employment practices as required by Title VI, Title IX, and Section 504. For information regarding civil rights or grievance procedures, contact, John F. Reinhart**,** Title IX Coordinator and Section 504 Coordinator, at the Bangor Area School District, 123 Five Points Richmond Road, Bangor, PA 18013-5272, (610) 588-2163. For information regarding services, activities, and facilities that are accessible to and usable by handicapped persons, contact John F. Reinhart at (610) 588-2163 or call the building principal directly.

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COLLECTIVE BARGAINING AGREEMENT

BETWEEN

BANGOR AREA SCHOOL DISTRICT

AND

BANGOR AREA EDUCATION ASSOCIATION

I. Recognition

The BANGOR AREA EDUCATION ASSOCIATION, hereinafter called the Association, is hereby recognized by the BANGOR AREA SCHOOL DISTRICT, hereinafter called the Employer, as the exclusive and sole representative for collective bargaining for all employees properly included in the bargaining unit under the conditions of Pennsylvania Law (Act 195), providing for collective bargaining for public employees.

II. Duration of Agreement

The term of this Agreement shall begin on September 1, 2008 and shall continue in full force and effect until August 31, 2013 or until such later date as the two parties may hereinafter agree is to be the extended ending date. Any such extended ending date shall be evidenced by an amendment to this Agreement, to which amendment both parties shall signify their approval by affixing their signatures hereto.

III. Negotiation of a Successor Agreement

A. Deadline Date - The parties agree to enter into collective bargaining over a successor agreement no later than January 10, 2013 Provided that should the Employer decide to change its final budget submission date from June 30 to an earlier date, the Employer shall notify the Association of the proposed change not less than one hundred fifty (150) days prior to the proposed new submission date.

B. Modification - This Agreement shall not be modified in full or in part by the parties except by an instrument, in writing, duly executed by both parties.

IV. Association Membership

A. Maintenance of Membership - The Employer agrees that all employees who are presently members of the Association, or who become members of the Association during the term of this Agreement, shall become subject to the "maintenance of membership" provision as defined in Article III, Subsection(18) of the Public Employee Relations Act, Act 195.

B. Membership Dues Deductions - The Employer agrees to deduct dues from salaries of members of the local Association, the Pennsylvania State Education Association, and the National Educational Association, as said members authorize the employer to deduct moneys over ten (10) pay periods and to transmit the moneys on a biweekly basis. The Bangor Area Education Association will provide the District a list of persons and amounts, not subject to change, two weeks in advance of the first withholding period.

V. Fair Share

Each nonmember in the Bargaining Unit represented by the Bangor Area Education Association shall be required to pay a fair share fee as provided for by Act 84 of 1988. The Bangor Area School District and the Bangor Area Education Association agree to comply with all provisions of Act 84 of 1988.

VI. Management Rights Clause

Anything to the contrary notwithstanding, nothing in this Agreement shall be deemed to constitute a waiver by the Board of, or to deny or restrict the Board in the exercise of the rights, responsibilities, or authority granted to it.

VII. Grievance Procedure

The parties to this Agreement agree that an orderly and expeditious resolution of a grievance arising out of the interpretation of the terms of this Agreement shall provide for a four (4) step process, which is described in the following paragraphs:

Step 1 - Person or persons initiating the alleged grievance shall present the grievance in writing and on a form provided by the Employer to the first level supervisor (secondary principal or elementary principal) within thirty (30) days (days are defined as days when the Central Office is open) after its occurrence.

The first level supervisor shall reply to the grievance within five (5) days after the initial presentation of the grievance.

Step 2 - If the action in Step 1 above fails to resolve the grievance to the satisfaction of the person or persons submitting the grievance, the grievance shall be referred to the Superintendent within five (5) days.

The Superintendent shall reply to the grievance within five (5) days after presentation of the grievance.

Step 3 - If the action in Step 2 fails to resolve the grievance to the satisfaction of the person or persons submitting the grievance, the grievance shall be referred to the Board of School Directors within five (5) days.

The Board of School Directors shall act upon the grievance within thirty (30) days from date of submission and Board's decision shall be announced within five (5) days thereafter.

Step 3-A - The grievant(s), together with the local representatives of the Bangor Area Education Association (chief negotiator and professional rights and responsibilities chairman), shall have the opportunity to meet with the Board or a committee composed of Board members and/or administrators for discussion of the issues grieved, before the final step of the grievance procedure is incurred. All of the above shall occur within the time specified in Step 3.

Step 4 - If the action in Step 3 fails to resolve the grievance to the satisfaction of the person or persons submitting the grievance, the grievance shall be referred to binding arbitration as provided in Section 903 of Act 195 within fifteen (15) days. If the grievance fails to meet the criteria of Section 903 of the Act, the decision of the Board of School Directors in Step 3 shall be final.

VIII. Employee Evaluation and Personnel Files

A. Any employee shall have the right, upon request, to review the contents of his/her personnel file. An employee shall be entitled to have a representative of the Association accompany him/her during such review. An employee has a right to request removal of any materials from his/her file.

B. No material derogatory to an employee's conduct, service, character, or personality shall be placed in his/her personnel file unless the employee has had an opportunity to review the material. The employee shall acknowledge that he/she has had the opportunity to review such material by affixing his/her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The employee shall also have the right to submit a written answer to such material, and his/her answer shall be reviewed by the Superintendent or his/her designee and attached to the file copy. This privilege and procedure, however, does not apply to material that has not originated within the District.

IX. Savings Clause

Except as this Agreement shall otherwise provide, all terms and conditions of employment applicable on the signing date of this Agreement as established by the rules, regulations, and/or policies of the Employer in force on said date shall continue to be applicable during the terms of this Agreement, provided, however, that this Savings Clause shall not be construed to diminish the power of the Board to change any policy not effecting wages, hours, terms and conditions of employment.

X. No Lockout-No Strike

A. Each teacher covered by this Agreement agrees faithfully to do and perform all duties and obligations under the terms and conditions of employment contained herein and to observe the rules, regulations, policies, and procedures prescribed by the Board.

B. There shall be no strike, slowdown, mass resignation, refusal to work, or any other act which constitutes a complete or partial work stoppage or which disrupts the educational process of the member schools in any way on the part of one or more teachers and/or on the part of the Association or its representatives. Correspondingly, the School District agrees, at once and henceforth, that it shall not conduct or cause to be conducted any lockout.

C. There shall be no concerted action by individual teachers and/or by the Association or its representatives in an effort to alter, enforce, or delete any term or condition of this Agreement, during the life of this Agreement.

XI. Severability Clause

In the event any provision of this Agreement is held to be contrary to law, then such provision shall be deemed invalid; however, all other provision of this Agreement will continue in full force and effect. The parties agree to meet not later than thirty (30) days after written notice of such, holding for the purpose of renegotiating the provision or provisions affected. The re-negotiation of the provision or provisions held invalid shall, in no way, be construed as a suspension of the other terms of the Agreement or an Agreement to renegotiate any other terms, and the unaffected provisions of the Agreement shall be deemed to be in full force and effect and must be complied with for the remainder of the Agreement and during re-negotiation of the affected terms.

XII. Filling Vacancies

Whenever a vacancy arises, the Superintendent shall promptly post notice of same for no less than ten (10) days before the position is filled. Vacancies shall be filled on the basis of experience and competency. Any new positions shall be posted with accompanying job title, qualifications, and salary.

XIII. Teacher Work Year/Day

A. Teacher Work Year:

1. Tenured Teachers: Tenured teachers shall work a total of 185 days. Included in the 185 days are three (3) inservice days to be scheduled in the week prior to the start of the school year and two (2) full days during the school year.
2. Nontenured Teachers: Nontenured teachers shall work a total of 187 days. Included in the 187 days are five (5) inservice days to be scheduled prior to the start of the school year and two (2) full days during the school year.
3. Part-Time Teachers: Part-time teachers have an obligation to attend staff development activities pro-rated to match the hours for which they are hired.

B. Teacher Work Day: The teacher work day for all full-time teachers will consist of seven hours and forty minutes (7:40) of continuous time, including at least a thirty (30) minute duty-free lunch period. It is the district's intent to maintain planning, preparation, and/or team meeting times to provide for 40-80 minutes per day, at least 30 of which shall be during the full pupil day.

Bangor Area Education Association shall furnish a Letter of Intent to the Bangor Area School District stating that individual teachers will give up these periods in situations of an unusual or emergency nature, as determined by Administration. It is understood that teachers will continue to contribute time toward professional responsibilities and curriculum development efforts as in the past. However, three days each month will be reserved for planned, district-wide or school-wide professional activities. These professional activities may include faculty meetings, curriculum meetings, and department and/or grade level meetings.
These activities will begin at the conclusion of the workday and last no longer than forty-five (45) minutes in length.

A part-time teacher's workday shall be prorated based upon the percentage of time for which they are employed**.** Part-time teachers must be scheduled for planning time based upon the percentage of time for which they are employed. Teacher dismissals on early dismissal days will be at the regular dismissal times. Part-time teachers are required to attend all parent conference days.

Part-time teachers are paid per diem according to their individual rate for any day in which the district requires them to be in school in addition to their regular schedule. While not required to attend all meetings, part-time teachers should consult with the building principal. They will be paid per hour for any meeting that they are required to attend. They will be paid per diem for any training day that they are required to attend.

Staff Development: Teachers attending pre-approved staff development activities outside the district are expected to attend the entire program as scheduled for full credit.

C. Parent's Night - Each school may hold one parent night per semester, which will not exceed two hours in length, which teachers are required to attend**.** Teachers who teach in more than one building and who are required to attend more than two (2) night conferences will be compensated at the current hourly performance rate.

D. Definition of Parent's Night - Situation where teacher has direct contact with parents and shall be at a maximum of two (2) hours per evening. Bangor Area Education Association will furnish a Letter of Intent to the Bangor Area School District concerning meetings with students until 4:00 p.m. (if a student needs help), and meeting for a parental conference upon twenty-four (24) hours notice. Individual copies of the Letter will be distributed to the members of the bargaining unit.

Duty Free Responsibilities: The Association president shall be exempt from all duties outside of the classroom (i.e. study hall; cafeteria duty; hall monitoring; parking lot duty; detention; etc.) to tend to Association concerns/business.

XIV. Sick Days

Members of the Association shall be granted eleven (11) sick days each year. Four (4) days out of eleven (11) days per year can be designated as family sick days. A family sick day is defined as a day to attend to the health needs of a father, mother, brother, sister, son, daughter, husband, wife, parent-in-law, or near relative who resides in the same house or any person with whom the employee has his/her home.

The district will reward each member of the bargaining unit who does not use any of his or her eleven sick days within a year with a stipend of Three Hundred Fifty Dollars ($350) following the close of the school year.

XV. Sick Leave Bank

Bargaining unit members may voluntarily participate in a sick leave bank. The guidelines for the sick leave bank are attached as Appendix D.

XVI. Personal/Emergency Leave

The Board shall grant to each professional employee three (3) days for personal leave each year without deduction of salary.

One (1) emergency day may be granted at the discretion of the Superintendent.

Personal days will not be granted during the first ten (10) days or last ten (10) days of the schoolyear. A personal day will be granted either the day before or the day after the same holiday period but not both. No more than ten (10) percent of the number of teachers in a building will be allowed to take a personal day on any given day (10 percent rule).

Approval is dependent upon prior notification of at least three (3) days in advance to building principal.

Unused personal leave days and the emergency leave day will be cumulative as sick days. One (1) unused personal day may be carried to the following school year as an additional personal day. No more than three personal days may be taken consecutively, and the 10 percent rule will be considered in all cases.

XVII. Child Bearing/Child Rearing and Funeral Leave

A. The Board shall provide for leave for all employees in accordance with the following:

All employees who become pregnant, or who are otherwise qualified hereunder, are hereby granted a leave for a reasonable period of time.

Period of Leave - The date of beginning and of termination of this leave shall be at the election of the employee. Generally, it shall not exceed one (1) year, unless by special permission of the School Board after consideration of the circumstances. The employee shall provide the Superintendent with as much notice of the beginning and end of such leave as can reasonably be expected so that there is a minimum of detriment to the education of children and a consideration of fairness to substitute employees and the administrators.

Eligibility - Any employee of the school district shall be eligible for this leave on the basis of either pregnancy of the natural mother, immediate birth or adoption of a newborn infant by the employee or spouse.

Benefits While On Leave - No salary shall be paid said employee, but seniority rights shall accrue during the period of leave. While on parental leave as herein defined, the employee is entitled to sick leave for disabilities caused by or contributed to by pregnancy, miscarriage, abortion, childbirth and recovery therefrom.

Return From Leave - Upon application by the employee on such leave to return to employment following such reasonable leave, the school shall offer the job held before going on leave, or a substantially equivalent position. To the extent applicable, this regulation shall be administered in a reasonably consistent way with other leaves of absence as provided under the laws of the Commonwealth of Pennsylvania.

Miscellaneous - The Board of School Directors may require submission of a medical report by the employee's physician confirming eligibility for this leave.

B. A Child Bearing/Child Rearing Leave with continuation of benefits with the following conditions:

1. The employee shall return to full teaching duty within sixty (60) school calendar days upon commencement of the school year after termination of the pregnancy, unless a physician's certificate prohibits such return to work.

2. If a physician's certificate is submitted, it must be renewed every fifteen (15) calendar days from date of submission.

3. If after thirty (30) calendar days from submission of original physician's certificate, the employee is still deemed incapable to return to full teaching duties by employee's physician, the Employer may require the employee to be examined by another physician of equivalent qualification at Employer expense.

4. If the employee fails to meet any of the above requirements, benefit coverage shall cease immediately.

5. Only benefits shall remain in effect during this leave. No compensation shall be paid for any days not worked during a child - rearing leave.

C. Funeral Leave:

1. Immediate Family: In the event of death in the immediate family, full time employees and regular part time employees shall experience no reduction in salary for absence from work from the date of death until and including one calendar day after the funeral, but not exceeding a total of three (3) working days. Immediate family shall be defined as: father, mother, stepfather, stepmother, brother, sister, son, daughter, husband, wife, parent-in-law, or near relative who resides in the same household, or any person with whom the employee lives at the time of death.

2. Near Relatives: In the case of the absence to attend the funeral of a near relative, full time and regular part time employees will not suffer any loss of pay for the funeral day. Near relatives shall be defined as: first cousin, grandfather, grandmother, grandchildren, aunt, uncle, niece, nephew, brother-in-law, sister-in-law, son-in-law, and daughter-in-law. The definition of near relative does not include uncle-in-law, aunt-in-law, nephew-in-law, or niece-in-law.

XVIII. Insurance Benefits

The District shall provide to the members of the association the following insurance coverage:

A. Medical Insurance - Full coverage for each employee under Blue Cross/Blue Shield 100 Plan and Major Medical Plans or equivalent plans. Any increase in the premium from the effective date to closing date of the contract shall be paid by the Employer. Dependents who are full-time students shall be covered under Blue Cross/Blue Shield 100 Plan and Major Medical Plans or equivalent plans until age 23. The Major Medical deductible will be $250.00, and the Major Medical limit will be $1,000,000. The Major Medical coinsurance will be 80% carrier and 20% employee for the first $2,500. After the $2,500 limit, the insurance will cover up to the limits of the policy. Emergency Medical Coverage will be provided.

B. Co-Pay - Effective during the school years of this contract co-pay will be levied at the following rates:

Without Wellness Activities

School Year	**08-09**	**09-10**	**10-11**	**11-12**	**12-13**
Amount per pay for single coverage	$13.50	$15.25	$17.10	$19.20	$21.60
Amount per pay for two (2) person coverage	$26.25	$29.55	$33.25	$37.35	$42.00
Amount per pay for coverage of three (3) or more	$28.50	$32.10	$36.00	$40.60	$45.70

The co-pay for employees who annually participate in a designated district provided wellness program will pay health insurance premium payments per pay per 26 pays per year according to the following scale.

With Wellness Activities

School Year	**08-09**	**09-10**	**10-11**	**11-12**	**12-13**
Amount per pay for single coverage	$9.00	$10.50	$11.40	$12.80	$14.40
Amount per pay for two (2) person coverage	$17.50	$19.70	$22.15	$24.90	$28.00
Amount per pay for coverage of three (3) or more	$19.00	$21.40	$24.00	$27.05	$30.45

Wellness Program: (See Appendix E)

C. Dental - Coverage for each employee and dependents under a Dental Plan with the following portion of the premium to be borne by the employer: the District will pay 100% of the premium for the life of the contract. The maximum limit will be $1,500.00, with 100% of the basic plan coverage, and the inclusion of a 50/50 Orthodontics Plan.

D. Life Insurance - The District will provide term life insurance in the amount equal to the nearest $1,000.00 of the member's salary for each full-time member of the bargaining unit, with a minimum of $34,000.00 and a maximum of $50,000.00 of coverage.

E. Income Protection Plan - The District will provide district-funded disability insurance for each full-time employee. This coverage will pay the daily rate of Sixty Dollars ($60) per day. Coverage begins after all sick leave

days have been used and the employee has been absent from work for ten (10) continuous days not covered by sick leave. Coverage is provided for the employee's normal work year up to a limit of two (2) full years. Disability shall be certified by a licensed physician and the District may require a physical by a school physician at the District's expense.

F. PRESCRIPTION DRUG DEDUCTIBLE

Throughout the duration of the contract the deductible for prescription drugs will be:

Generic Drugs: $10.00
Brand Name Formulary Drugs: $15.00
Brand Name Non-formulary Drugs: $25.00

Three Month Mail Order Drugs: $10 for Generic; $15 for Brand Name Formulary; $25 for Brand Name Non-Formulary

G. Vision Care - The District shall provide coverage for a vision insurance program equal to Pennsylvania Blue Shield, OPTA Choice Penn Vision II for employees, only.

H. Cost Containment - The work of the Cost Containment Committee shall continue. The Cost Containment Committee shall consist of a representative from the business office and a representative from the Association Upon mutual consent of the parties, another carrier may be selected. Said carrier shall provide at least equal or greater benefits than contained in the previous Collective Bargaining Agreement.

Should another carrier be selected, the parties agree that no bargaining unit member will suffer any financial penalty whatsoever.

I. Payment in Lieu of Coverage - In the event an employee who can document that he/she has comparable medical, dental, prescription and vision coverage through another provider outside the District wishes to opt out of the District's insurance coverage, he/she may do so and shall receive the sum of two hundred dollars ($200) per month for any month during which the employee forgoes the District's coverage. In the event the employee loses his/her outside coverage, the employee shall be permitted to rejoin the District's group coverage at any time.

XIX. Coordination of Benefits

Days for which workmen's compensation benefits are paid shall not be charged against accumulated sick leave. Sick days may not be used for days for which workmen's compensation benefits are paid.

At no time may an employee receive benefits for sickness or disability from employer-funded insurance for benefits, including Sabbatical Leave for Restoration of Health, which exceed his/her normal daily pay. This does not apply to employee-funded insurance.

If an employee's spouse is employed by another employer that makes a health benefits plan available to its employees, and that employer makes a contribution to the costs for individual coverage under such a plan, this Bangor Area School District Plan may not be used as the spouse's primary payer of health care benefits. In such instances, this plan will pay only secondary benefits, regardless of the spouse's enrollment in the other plan. Proper enrollment of any affected employee's spouse will be accomplished within three (3) months of the effective date of employment or spouse's eligibility for such a health benefits plan.

XX. Tuition Reimbursement

During the length of this contract, the Bangor Area School Board will reimburse ALL professional employees for the cost of I.U., undergraduate, and graduate credits at any college or university for up to twelve (12) credits per year. The rate to be reimbursed will be the current graduate tuition in-state rate of Pennsylvania State Higher Education institutions.

Reimbursement is subject to the following conditions and procedures:

A. Pre-approval by the Superintendent - Teachers must submit a formal request to the Superintendent prior to the course registration deadline indicating the name of the course to be pursued the ensuing semester. For pre-approval to be granted, courses must gain for the professional employee one (1) of the following results:

1. Shall count toward an advanced degree in education;

2. Shall count toward an advanced degree in the professional employee's major field, or major teaching assignment;

3. Course work will be in the field of education, or in courses appropriate thereto.

B. Eligibility - In order to qualify for tuition reimbursement, a professional employee must meet the following criteria:

1. Courses must be taken at an institution approved by the American Association of Colleges and Universities or through an Intermediate Unit.

2. At the time of enrollment, and at the time when reimbursement requests are submitted, professional employees must be employed on a regular, full-time basis by the Bangor Area School District.

3. Professional employees must satisfactorily complete the course and earn a grade no lower than a B-.

C. Procedure - After being granted pre-approval and after successful completion of the course, the professional employee shall, within thirty (30) days of receipt of the bursar's receipt and transcript, submit same, together with written request for reimbursement, to the Superintendent.

On receipt of the necessary documents as required above, the Board shall, within thirty (30) days, reimburse the professional employee.

D. Exceptions - The Tuition Reimbursement will not apply to the following:

1. Grants and Fellowships;

2. Books, fees, mileage, laboratory fees, materials;

3. Not meeting the proposed calendar deadlines for submitting requests.

E. Forfeiture:

A. Employees who receive tuition reimbursement but do not work for the district for at least two (2) full semesters following the completion of the course will repay the district 100% of the tuition reimbursement for those classes reimbursed.

B. Employees who receive tuition reimbursement but do not work for the district for at least four (4) full semesters following the completion of the course will repay the district 75% of the tuition reimbursement for those classes reimbursed.

C. Employees who receive tuition reimbursement but do not work for the district for at least six (6) full semesters following the completion of the course will repay the district 50% of the tuition reimbursement for those classes reimbursed.

D. Employees who receive tuition reimbursement but do not work for the district for at least eight (8) full semesters following the completion of the course will repay the district 25% of the tuition reimbursement for those classes reimbursed.

E. Employees who retire or leave for medical reasons are exempt from repayment of credits taken.

XXI. Mileage

The District shall reimburse any employee for mileage on District business at the Internal Revenue Service per-mile deduction rate as in effect from September 1 to the current year. This shall not apply to travel between buildings within the School District's Five Points Complex.

XXII. Compensation

Over the length of the contract, teachers will be compensated according to years of experience and amount of approved credits as specified by the attached salary schedules.

Those teachers who received longevity pay in the past will continue to receive such pay.

A Masters' Equivalency certificate will allow the employee to move horizontally on the salary scale until 1 September 2011. At that point, those possessing a Masters Equivalency certificate will not be allowed any further horizontal progression on the salary scale.

The effective date and extent of effectiveness of any and all change in compensation for teaching and non-teaching duties shall be controlled by, and subordinated to, any and all legally binding governmental laws and proclamations on the subject.

Professional Compensation: Professional compensation will be paid for all work that is requested by the district that is outside of the teacher work day. This would include summer guidance, library work, curriculum, summer school, tutoring, home bound, etc. The payment would be an hourly rate as per the following schedule:

2008-2009	2009-2010	2010-2011	2011-2012	2012-2013
$37.00	$39.00	$41.00	$43.00	$45.00

XXIII. Method of Payment

Employees shall be paid in twenty-six (26) equal payments on a biweekly payroll schedule as established by the Administration.

XXIV. Retirement Benefits

An employee who is at least fifty-two (52) years of age, shall be eligible for a retirement incentive when he/she has twenty-five (25) years of service. Ten (10) years of service shall have been with the Bangor Area School District. The Employer agrees to pay premiums for Medical/Major Medical, Prescription and Dental Insurance coverage for the employee, single coverage, for ten (10) years or until a federally funded insurance program takes over. The total payment shall not exceed a maximum of Four Thousand Dollars ($4,000.00) per year. The Employer agrees to pay a Sick Leave Accumulation/Severance Pay at retirement, calculated at Fifty Dollars ($50.00) a day times the number of days of accumulated sick leave as an employee of the Bangor Area School District, but not to exceed one hundred eighty (180) days. The employee must notify the School District of the employee's retirement plans, in writing, not later than March 31 in the year preceding the retirement.

XXV. Part -Time Employees

Part-time employees who work at least half-time but less than full time shall be eligible for employer-paid benefits prorated according to their Full-Time Equivalent (FTE) status. Part-time employees working less than half-time are not eligible for benefits.

XXVI. Reduction in Force

The Bangor Area School District agrees not to suspend any member of the bargaining unit during the length of the contract, unless one of the following conditions exist:

A. A decrease in enrollment between September 30 of one year, and September 30 of another, of 5% or more;

B. A decrease in Basic Subsidy from the Commonwealth of Pennsylvania of 3% or more from one year to the next;

C. A decrease in local tax revenues of 3% or more, while not decreasing the equivalent tax rate;

D. Elimination of educational programs in the district due to a decline in enrollment, as approved by the Pennsylvania Department of Education.

The agreement not to suspend applies only to those members of the bargaining unit as of September 1, 1998. The district may, in the future, reduce staff due to attrition caused by resignations, retirements, or other reasons.

XXVII. Long-Term Substitutes

A. Long-term substitutes are teachers hired to fill the position of another teacher on a temporary basis for at least one (1) semester (ninety [90] days) or longer.

B. Long-term substitutes may be placed on the applicable salary schedule up to Step 5. In the event a long-term substitute is employed for more than one (1) year by the Bangor Area School District, such substitute shall be advanced to the next higher step on the applicable salary schedule, but not to exceed Step 5.

C. Long-term substitutes will receive Medical/Major Medical benefits as provided in this Agreement for themselves only. Long-term substitutes are not eligible for other fringe benefits provided in this Agreement.

D. Long-term substitutes are eligible for ten (10) sick days with full pay per year, prorated and noncumulative. Long-term substitutes are not eligible for any other leaves provided in this Agreement.

XXVIII. Effective Date and Signatures

This Agreement is made and entered into this 25TH day of August 2008 by and between the Bangor Area School District and the Bangor Area Education Association, and shall become effective September 1, 2008.

BANGOR AREA SCHOOL DISTRICT

by _____

President, Bangor Area School District

ATTEST:

_____

Secretary

BANGOR AREA EDUCATION ASSOCIATION

by _____

President

ATTEST:

_____

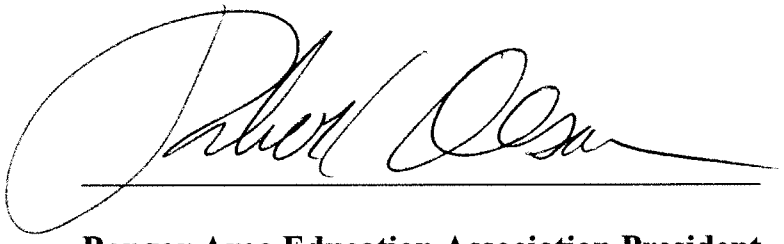
Secretary

LETTER OF INTENT

Be it known that the Bangor Area Education Association intends to encourage all of its members to continue their exemplary practice of assisting needy pupils after the normal school day terminates.

Be it further known that each of the members will also be encouraged to continue its practice of cooperation with parent or guardian of all needy pupils.

Teachers will further be encouraged to conduct Parent Conferences, upon twenty-four (24) hour request, between the hours of 3:30 p.m. - 4:00 p.m.



Bangor Area Education Association President

2008-2009							
Salary Scale							
Step	**B**	**B+15**	**B+30**	**MEQ/M**	**M+15**	**M+30**	**M+45**
1	$37,958	$38,963	$43,124	$43,641	$44,675	$45,916	$47,260
2	$38,209	$39,215	$43,499	$44,016	$45,050	$46,291	$47,635
3	$38,460	$39,466	$43,874	$44,391	$45,425	$46,666	$48,010
4	$38,712	$39,717	$44,249	$44,766	$45,800	$47,041	$48,385
5	$39,013	$40,019	$44,624	$45,141	$46,175	$47,416	$48,760
6	$39,315	$40,321	$44,999	$45,516	$46,550	$47,791	$49,135
7	$39,617	$40,723	$45,899	$46,416	$47,450	$48,691	$50,035
8	$40,119	$41,226	$48,399	$48,916	$49,950	$51,191	$52,535
9	$40,622	$41,728	$50,899	$51,416	$52,450	$53,691	$55,035
10	$41,980	$43,086	$53,399	$53,916	$54,950	$56,191	$57,535
11	$44,443	$45,549	$55,899	$56,416	$57,450	$58,691	$60,035
12	$46,907	$48,013	$58,399	$58,916	$59,950	$61,191	$62,535
13	$50,778	$51,884	$60,899	$61,416	$62,450	$63,691	$65,035
14	$54,649	$55,755	$63,399	$63,916	$64,950	$66,191	$67,535
15	$59,287	$60,393	$65,899	$66,416	$67,450	$68,691	$70,035
16	$63,925	$65,031	$68,399	$68,916	$69,950	$71,191	$72,535

2009-2010							
Salary Scale							
Step	**B**	**B+15**	**B+30**	**MEQ/M**	**M+15**	**M+30**	**M+45**
1	$38,702	$39,727	$45,905	$46,432	$47,486	$48,751	$50,122
2	$38,958	$39,983	$46,612	$47,139	$48,193	$49,458	$50,829
3	$39,214	$40,239	$47,319	$47,846	$48,900	$50,165	$51,536
4	$39,471	$40,496	$48,126	$48,653	$49,707	$50,972	$52,343
5	$39,778	$40,803	$48,933	$49,460	$50,514	$51,779	$53,150
6	$40,086	$41,111	$49,740	$50,267	$51,321	$52,586	$53,957
7	$40,467	$41,573	$51,740	$52,267	$53,321	$54,586	$55,957
8	$40,969	$42,076	$53,740	$54,267	$55,321	$56,586	$57,957
9	$41,472	$42,578	$55,740	$56,267	$57,321	$58,586	$59,957
10	$42,830	$43,936	$57,740	$58,267	$59,321	$60,586	$61,957
11	$45,293	$46,399	$59,740	$60,267	$61,321	$62,586	$63,957
12	$47,757	$48,863	$61,740	$62,267	$63,321	$64,586	$65,957
13	$51,628	$52,734	$63,740	$64,267	$65,321	$66,586	$67,957
14	$55,499	$56,605	$65,740	$66,267	$67,321	$68,586	$69,957
15	$60,137	$61,243	$67,740	$68,267	$69,321	$70,586	$71,957
16	$64,775	$65,881	$69,740	$70,267	$71,321	$72,586	$73,957

Mental Health Workers will receive ninety (90) percent of the teacher's salary.

2010-2011							
Salary Scale							
Step	**B**	**B+15**	**B+30**	**MEQ/M**	**M+15**	**M+30**	**M+45**
1	$39,681	$40,732	$49,469	$50,010	$51,091	$52,910	$54,880
2	$39,944	$40,995	$50,276	$50,817	$51,898	$53,717	$55,687
3	$40,206	$41,257	$51,083	$51,624	$52,702	$54,524	$56,494
4	$40,469	$41,520	$51,890	$52,431	$53,512	$55,331	$57,301
5	$40,784	$41,836	$52,697	$53,238	$54,319	$56,138	$58,108
6	$41,100	$42,151	$53,504	$54,045	$55,126	$56,945	$58,915
7	$40,967	$42,073	$55,304	$55,845	$56,926	$58,745	$60,715
8	$41,469	$42,576	$57,104	$57,645	$58,726	$60,545	$62,515
9	$41,972	$43,078	$58,904	$59,445	$60,526	$62,345	$64,315
10	$43,330	$44,436	$60,704	$61,245	$62,326	$64,145	$66,115
11	$45,793	$46,899	$62,504	$63,045	$64,126	$65,945	$67,915
12	$48,257	$49,363	$64,304	$64,845	$65,926	$67,745	$69,715
13	$52,128	$53,234	$66,104	$66,645	$67,726	$69,545	$71,515
14	$55,999	$57,105	$67,904	$68,445	$69,526	$71,345	$73,315
15	$60,637	$61,743	$69,704	$70,245	$71,326	$73,145	$75,115
16	$65,275	$66,381	$71,504	$72,045	$73,126	$74,945	$76,915

2011-2012							
Salary Scale							
Step	**B**	**B+15**	**B+30**	**MEQ/M**	**M+15**	**M+30**	**M+45**
1	$41,308	$42,389	$48,785	$49,341	$50,452	$52,324	$54,349
2	$41,578	$42,659	$50,435	$50,991	$52,102	$53,974	$55,999
3	$41,848	$42,929	$52,085	$52,641	$53,752	$55,624	$57,649
4	$42,118	$43,199	$53,735	$54,291	$55,402	$57,274	$59,299
5	$42,443	$43,524	$55,385	$55,941	$57,052	$58,924	$60,949
6	$42,767	$43,848	$57,035	$57,591	$58,702	$60,574	$62,599
7	$41,567	$42,673	$58,685	$59,241	$60,352	$62,224	$64,249
8	$42,069	$43,176	$60,335	$60,891	$62,002	$63,874	$65,899
9	$42,572	$43,678	$61,985	$62,541	$63,652	$65,524	$67,549
10	$43,930	$45,036	$63,635	$64,191	$65,302	$67,174	$69,199
11	$46,393	$47,499	$65,285	$65,841	$66,952	$68,824	$70,849
12	$48,857	$49,963	$66,935	$67,491	$68,602	$70,474	$72,499
13	$52,728	$53,834	$68,585	$69,141	$70,252	$72,124	$74,149
14	$56,599	$57,705	$70,235	$70,791	$71,902	$73,774	$75,799
15	$61,237	$62,343	$71,885	$72,441	$73,552	$75,424	$77,449
16	$65,875	$66,981	$73,535	$74,091	$75,202	$77,074	$79,099

Mental Health Workers will receive ninety (90) percent of the teacher's salary.

2012-2013							
Salary Scale							
Step	**B**	**B+15**	**B+30**	**MEQ/M**	**M+15**	**M+30**	**M+45**
1	$43,466	$44,582	$56,088	$56,662	$58,222	$60,164	$62,661
1	$43,466	$44,582	$56,088	$56,662	$58,222	$60,164	$62,661
1	$43,466	$44,582	$56,088	$56,662	$58,222	$60,164	$62,661
1	$43,466	$44,582	$56,088	$56,662	$58,222	$60,164	$62,661
2	$43,801	$44,916	$57,738	$58,312	$59,872	$61,814	$64,311
3	$44,136	$45,251	$59,388	$59,962	$61,522	$63,464	$65,961
4	$44,736	$45,851	$61,038	$61,612	$63,172	$65,114	$67,611
5	$45,336	$46,451	$62,688	$63,262	$64,822	$66,764	$69,261
6	$45,936	$47,051	$64,338	$64,912	$66,472	$68,414	$70,911
7	$44,530	$45,636	$65,988	$66,562	$68,122	$70,064	$72,561
8	$46,993	$48,099	$67,638	$68,212	$69,772	$71,714	$74,211
9	$49,457	$50,563	$69,288	$69,862	$71,422	$73,364	$75,861
10	$53,328	$54,434	$70,938	$71,512	$73,072	$75,014	$77,511
11	$57,199	$58,305	$72,588	$73,162	$74,722	$76,664	$79,161
12	$61,837	$62,943	$74,238	$74,812	$76,372	$78,314	$80,811
13	$66,475	$67,581	$75,888	$76,462	$78,022	$79,964	$82,461

Mental Health Workers will receive ninety (90) percent of the teacher's salary.

Step Progression					
					2012-2013
				2011-2012	**Step**
			2010-2011	**Step**	1
		2009-2010	**Step**	1	1
	2008-2009	**Step**	1	2	1
2007-2008	**Step**	1	2	3	1
Step	1	2	3	4	2
1	2	3	4	5	3
2	3	4	5	6	4
3	4	5	6	7	5
4	5	6	7	8	6
5	6	7	8	9	7
6	7	8	9	10	8
7	8	9	10	11	9
8	9	10	11	12	10
9	10	11	12	13	11
10	11	12	13	14	12
na	12	13	14	15	13
11	13	14	15	16	13
na	14	15	16	16	13
12	15	16	16	16	13
13	16	16	16	16	13

EXTRA CURRICULAR POSITION	POINTS
ADVISOR: BUILDER'S CLUB MS	3.5
ADVISOR: CLASS FRESHMAN	3.5
ADVISOR: CLASS SENIOR	10.0
ADVISOR: CLASS JUNIOR	5.5
ADVISOR: CLASS SOPHOMORE	5.0
ADVISOR: DANCE TEAM, SHS	5.5
ADVISOR: ECOLOGY CLUB	4.0
ADVISOR: FBLA	5.5
ADVISOR: FFA	5.5
ADVISOR: GRADUATION PROJECT	5.5
ADVISOR: HOMEWORK CLUB 4-6	5.0
ADVISOR: HORTICULTURE CLUB SHS	5.0
ADVISOR: HORTICULTURE CLUB MS	3.5
ADVISOR: LEO CLUB	4.0
ADVISOR: LITERARY MAGAZINE: SHS	5.5
ADVISOR: LITERARY MAGAZINE: MS	5.5
ADVISOR: LITERARY MAGAZINE: ELEMENTARY	3.5
ADVISOR: NATIONAL HONOR SOCIETY: SHS	5.5
ADVISOR: NATIONAL HONOR SOCIETY: MS	4.0
ADVISOR: NEWSPAPER: SHS	7.0
ADVISOR: NEWSPAPER: MS	4.0
ADVISOR: SADD	3.5
ADVISOR: SCHOLASTIC SCRIMMAGE	6.0
ADVISOR: SGA SHS	8.5
ADVISOR: SGA MS	6.5
ADVISOR: SGA DDF	6.5
ADVISOR: SKI CLUB	3.5
ADVISOR: SPEECH & DEBATE TEAM	5.0
ADVISOR: TEACHER APPRENTICE	3.5
ADVISOR: TSA CLUB	5.5
ADVISOR: WEB SITE	20.0
ADVISOR: WINTER TRACK & FIELD CLUB HS	3.5
ADVISOR: WINTER TRACK & FIELD CLUB HS ASSISTANT	3.0
ADVISOR: YEARBOOK: SHS LITERARY	10.5
ADVISOR: YEARBOOK: SHS BUSINESS	5.5
ADVISOR: YEARBOOK: MS	3.5
ADVISOR: YEARBOOK: DEFRANCO	3.5
ADVISOR: YEARBOOK: FIVE POINTS	3.5
ADVISOR: YEARBOOK: WASHINGTON	3.5
ATHLETIC DIRECTOR: ASSISTANT (includes Advisor, Varsity B)	20.0
ATHLETIC: NURSE	7.0
COACH: BASEBALL HEAD VARSITY COACH	18.0
COACH: BASEBALL ASST VARSITY COACH	9.0
COACH: BASEBALL HEAD JV COACH	9.5
COACH: BASEBALL ASST JV COACH	8.0
COACH: BOYS BASKETBALL HEAD VARSITY COACH	22.0
COACH: BOYS BASKETBALL ASST VARSITY COACH	11.0
COACH: BOYS BASKETBALL HEAD JV COACH	11.5
COACH: BOYS BASKETBALL HEAD JR HIGH COACH	10.0
COACH: BOYS BASKETBALL HEAD MIDDLE SCHOOL COACH	9.0
COACH: BOYS BASKETBALL ASST MS COACH	8.0

EXTRA CURRICULAR POSITION	POINTS
COACH: BOYS SOCCER HEAD VARSITY COACH	18.0
COACH: BOYS SOCCER ASST VARSITY COACH	9.0
COACH: BOYS SOCCER HEAD JV COACH	9.5
COACH: BOYS SOCCER HEAD MIDDLE SCHOOL	8.0
COACH: BOYS TENNIS HEAD VARISTY COACH	16.0
COACH: BOYS TENNIS JV COACH	8.0
COACH: CHEERLEADING HEAD COACH	18.0
COACH: CHEERLEADING ASST COACH/HIGH SCHOOL	9.0
COACH: CHEERLEADING ASST COACH/HIGH SCHOOL	9.0
COACH: CHEERLEADING MIDDLE SCHOOL COACH	9.0
COACH: CROSS COUNTRY HEAD VARSITY COACH	16.0
COACH: CROSS COUNTRY ASSISTANT COACH	8.0
COACH: CROSS COUNTRY HEAD MIDDLE SCHOOL COACH	7.0
COACH: FIELD HOCKEY HEAD VARSITY COACH	18.0
COACH: FIELD HOCKEY ASSISTANT VARSITY COACH	8.0
COACH: FIELD HOCKEY HEAD JV COACH	10.0
COACH: FIELD HOCKEY HEAD MID SCH COACH	9.0
COACH: FIELD HOCKEY ASST MIDDLE SCHOOL COACH	8.0
COACH: FOOTBALL HEAD VARSITY COACH	22.0
COACH: FOOTBALL ASST COACH	10.5
COACH: FOOTBALL ASST COACH	10.5
COACH: FOOTBALL ASST COACH	10.5
COACH: FOOTBALL ASST COACH	10.5
COACH: FOOTBALL ASST COACH	10.5
COACH: FOOTBALL HEAD MID SCH COACH	10.0
COACH: FOOTBALL ASST MS COACH	8.0
COACH: GIRLS BASKETBALL HEAD VARSITY COACH	22.0
COACH: GIRLS BASKETBALL ASST VARSITY COACH	11.0
COACH: GIRLS BASKETBALL HEAD JV COACH	11.5
COACH: GIRLS BASKETBALL HEAD JR HIGH COACH	10.0
COACH: GIRLS BASKETBALL HEAD MID SCH COACH	9.0
COACH: GIRLS BASKETBALL ASST MS COACH	8.0
COACH: GIRLS SOCCER HEAD VARSITY COACH	18.0
COACH: GIRLS SOCCER ASST VARSITY COACH	9.0
COACH: GIRLS SOCCER HEAD JV COACH	9.5
COACH: GIRLS SOCCER HEAD MID SCH	8.0
COACH: GIRLS TENNIS HEAD VARSITY COACH	16.0
COACH: GIRLS TENNIS JV COACH	8.0
COACH: GOLF HEAD VARSITY COACH	16.0
COACH: SOFTBALL HEAD VARSITY COACH	18.0
COACH: SOFTBALL ASST VARSITY COACH	9.0
COACH: SOFTBALL HEAD JV COACH	9.5
COACH: SOFTBALL ASST JV COACH	8.0
COACH: STRENGTH & CONDITIONING - FALL	7.5
COACH: STRENGTH & CONDITIONING - WINTER	7.5
COACH: STRENGTH & CONDITIONING - SPRING	7.5
COACH: TRACK VARSITY BOYS COACH (incl MS program)	18.0
COACH: TRACK VARSITY GIRLS COACH (incl MS program)	18.0
COACH: TRACK ASST COACH (incl MS program)	9.0
COACH: TRACK ASST COACH (incl MS program)	9.0
COACH: TRACK ASST COACH (incl MS program)	9.0
COACH: TRACK ASST COACH (incl MS program)	9.0

EXTRA CURRICULAR POSITION	POINTS
COACH: WRESTLING HEAD VARSITY COACH	22.0
COACH: WRESTLING HEAD JV COACH	11.0
COACH: WRESTLING HEAD JR HIGH COACH	11.0
COACH: WRESTLING ASST JR HIGH COACH	8.0
COORDINATOR: AV, SHS	5.0
COORDINATOR: AV, MS	5.0
COORDINATOR: AV, ELEM 5-6 (DeFranco)	5.0
COORDINATOR: AV, ELEMENTARY K-4 (Five Points)	5.0
COORDINATOR: AV, ELEMENTARY K-4 (Washington)	5.0
COORDINATOR ELEEMNTAR ART DISPLAYS: DEFRANCO	3.5
COORDINATOR ELEEMNTAR ART DISPLAYS: FIVE POINTS	3.5
COORDINATOR ELEEMNTAR ART DISPLAYS: WASHINGTON	3.5
COORDINATOR: GRADE LEVEL, KINDERGARTEN	8.5
COORDINATOR: GRADE LEVEL, FIRST	8.5
COORDINATOR: GRADE LEVEL, SECOND	8.5
COORDINATOR: GRADE LEVEL, THIRD	8.5
COORDINATOR: GRADE LEVEL, FOURTH	8.5
COORDINATOR: GRADE LEVEL, FIFTH	8.5
COORDINATOR: GRADE LEVEL, SIXTH	8.5
DEPARTMENT HEAD: ART	8.5
DEPARTMENT HEAD: BUSINESS	8.5
DEPARTMENT HEAD: ENGLISH	8.5
DEPARTMENT HEAD: FAMILY & CON SCIENCE	8.5
DEPARTMENT HEAD: GUIDANCE	8.5
DEPARTMENT HEAD: LANGUAGE	8.5
DEPARTMENT HEAD: LIBRARY	8.5
DEPARTMENT HEAD: MATH	8.5
DEPARTMENT HEAD: MUSIC	8.5
DEPARTMENT HEAD: NURSE	8.5
DEPARTMENT HEAD: PHYSICAL EDUCATION	8.5
DEPARTMENT HEAD: SCIENCE	8.5
DEPARTMENT HEAD: SOCIAL STUDIES	8.5
DEPARTMENT HEAD: SPECIAL ED (K-12)	8.5
DEPARTMENT HEAD: TECHNOLOGY	8.5
DIRECTOR: MARCHING BAND	22.0
DIRECTOR: MARCHING BAND, ASSISTANT	12.0
DIRECTOR: BAND FRONT	8.5
DIRECTOR: BAND FRONT, ASSISTANT	7.0
DIRECTOR: BAND: 8TH GRADE	4.0
DIRECTOR: BAND: 7TH GRADE	4.0
DIRECTOR: BAND: ELEMENTARY PRIMARY - GRADE 4	4.0
DIRECTOR: BAND: ELEMENTARY INTERMEDIATE - GRADES 5 & 6	4.0
DIRECTOR: BAND: CONCERT BAND	5.5
DIRECTOR: BAND: JAZZ	5.5
DIRECTOR: BAND: SYMPHONIC	5.5
DIRECTOR: CHOIR: CONCERT	5.5
DIRECTOR: CHOIR: SYMPHONIC	5.5
DIRECTOR: CHOIR: MS	5.0
DIRECTOR: CHOIR: DEFRANCO	4.0
DIRECTOR: CHOIR: DEFRANCO ACCOMPANIST	2.0
DIRECTOR: CHOIR: FIVE POINTS	4.0
DIRECTOR: CHOIR: WASHINGTON	4.0

EXTRA CURRICULAR POSITION	POINTS
DIRECTOR: DRAMA, SHS	22.0
DIRECTOR: DRAMA, SHS MUSIC	5.0
DIRECTOR: DRAMA, MS	5.5
DIRECTOR: DRAMA, DEFRANCO 1/2	2.0
DIRECTOR: DRAMA, FIVE POINTS 1/2	2.0
DIRECTOR: DRAMA, WASHINGTON 1/2	2.0
DIRECTOR: ACTIVITIES MS	3.5
GREENHOUSE MANAGER	8.5
SLATER CHOIR ASSISTANT	5.5
STAGE MANAGER	18.0
TEAM LEADER: MIDDLE SCHOOL (S Team)	8.0
TEAM LEADER: MIDDLE SCHOOL (L Team)	8.0
TEAM LEADER: MIDDLE SCHOOL (A Team)	8.0
TEAM LEADER: MIDDLE SCHOOL (T Team)	8.0
TEAM LEADER: MIDDLE SCHOOL (E Team)	8.0
TEAM LEADER: MIDDLE SCHOOL (R Team)	8.0
TEAM LEADER: MIDDLE SCHOOL (Innovators)	8.0
WELLNESS COORDINATOR	8.0

To calculate a salary multiply the number of points per position times the appropriate number in the scale below:

Extra Curricular Scale					
Year in position	**2008-2009**	**2009-2010**	**2010-2011**	**2011-2012**	**2012-2013**
Year 1	$310.00	$322.00	$335.00	$348.00	$362.00
Year 2	$325.00	$338.00	$352.00	$366.00	$381.00
Years 3, 4 & 5	$340.00	$354.00	$368.00	$383.00	$398.00
Years 6, 7 & 8	$360.00	$374.00	$389.00	$405.00	$421.00
9 or more Years	$380.00	$395.00	$411.00	$427.00	$444.00

In the event the salary calculation does not yield an employee at least a 3% increase from their previous year's salary, that employee shall receive their previous year's salary plus an additional 3%.

	2008-2009	**2009-2010**	**2010-2011**	**2011-2012**	**2012-2013**
Mentor Teachers Annual Pay	$475.00	$500.00	$525.00	$550.00	$575.00

OFFICE OF THE SUPERINTENDENT
BANGOR AREA SCHOOL DISTRICT
123 Five Points Richmond Road
Bangor, Pennsylvania 18013

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GRIEVANCE COMPLAINT

Date of Filing Grievance _____ _____ _____
Day **Month** **Year**

In accordance with grievance procedures set down by the Bangor Area School District and the Bangor Area Education Association, the following complaint is filed by a member or members of the Bangor Area Professional Staff.

1. Name of aggrieved: _____

2. Date and time grievance occurred:
Day _____ Month _____ Year _____

3.* Conditions of contract complainant feels were violated:

_____

_____

_____

4. Nature of grievance: _____

_____

_____

_____

5. Remedy suggested by the aggrieved: _____

_____

_____

_____

*Cite specific Article, paragraph, section, page, and line numbers.

Signature _____

Memorandum of Understanding Between
Bangor Area School District and
Bangor Area Education Association

Each party hereto intending to be legally bound hereby has agreed to the following terms and conditions to establish a Sick Leave Bank for the benefit of Bargaining Unit employees served by the Bangor Area Education Association.

The memorandum shall be in effect through the end of the negotiated Agreement, covering the period from September 1, 2008 through August 31, 2013, and be subject to renewal as the two parties may hereafter agree.

President, Board of School Directors

President, Bangor Area Education Association

BANGOR AREA EDUCATION ASSOCIATION/
BANGOR AREA SCHOOL DISTRICT
SICK LEAVE BANK GUIDELINES

I. MEMBERSHIP

A. The Sick Leave Bank is voluntary for members of the bargaining unit and only participating members may benefit from the program.

B. To become a participating member of the Sick Leave Bank, a bargaining unit member must donate two (2) sick days within thirty (30) calendar days of the first day of the 1990-91 school year (September 4, 1990) or within thirty (30) days of his/her employment.

C. Bargaining unit members deciding to participate in the program may join at the start of the succeeding school year and must donate all sick days they would have contributed to the Bank from their initial date of employment.

D. Bargaining unit members who joined the Sick Leave Bank after more than thirty (30) days beyond September 4, 1990 or their time of initial employment will not become eligible for benefits from the Bank for one year beyond the time they become members of the Sick Leave Bank.

E. Employees returning to bargaining unit status by transfer from management positions or reemployment shall satisfy the same membership requirements as at initial employment.

F. An accurate updated roster of members shall be maintained at all times.

G. Membership must be renewed annually by donating one (1) day on the first school day. If the balance of days in the bank equals or exceeds three hundred (300) days, the previous year's members will not be required to renew for that year. However, new members shall always be required to donate the initial two (2) days.

II. QUALIFICATIONS FOR USE OF THE SICK LEAVE BANK

Sick Leave Bank days shall be granted only in cases of long-term continuous absence necessitated by a serious illness, disability or accident.

A. Accumulated Sick Leave - All accumulated sick leave must have been used before an individual is eligible for any Sick Leave Bank days.
B. Accumulated Personal/Emergency Leave - All accumulated personal/emergency leave must have been used before an individual is eligible for any Sick Leave Bank days.

C. Waiting Period -

1. For an individual to receive any benefit from the Sick Leave Bank, all accumulated sick and personal leave must be exhausted.

2. A waiting period of five (5) consecutive work days per physician certified serious illness, disability, or accident, shall be required for those who request days from the Sick Leave Bank.

3. One five (5) day waiting period shall be required for any consecutive twelve (12) month period.

D. Income Protection Plan - The district Income Protection Plan shall not be in effect when days from the Sick Leave Bank are being used. The five (5) day waiting period for Sick Leave Bank days shall constitute five (5) of the ten (10) day waiting period for Income Protection benefits.

E. Double Coverage - At no time may an employee receive benefits for sickness or disability from employer-funded insurance, including the Sick Leave Bank, which exceed his/her normal daily pay. This does not apply to employee-funded insurance.

III. REVIEW OF CASES

All cases shall be reviewed for final decision by the Sick Leave Bank Committee.

A. Abuses of Sick Leave -

1. The Sick Leave Bank Committee has no standing or authority to make a determination of abuse of sick leave.

2. Allegations of sick leave abuse shall not influence decisions of the Sick Leave Bank Committee.

B. Confidentiality -

The Sick Leave Bank Committee shall take all necessary steps to insure the confidentiality of its decisions.

C. Certification by Physician -

1. The Sick Leave Bank Committee shall require a physician's certification to verify need for Sick Leave Bank days.

2. The Sick Leave Bank Committee may require the applicant to secure a second certification from a physician of the Committee's choice. Expense, if any, of securing the second certification shall be borne by the member applicant.

3. The Sick Leave Bank Committee shall apply these guidelines equitably and uniformly to all applicants.

IV. DISTRIBUTION OF DAYS BY THE SICK LEAVE BANK

A. Under most circumstances, the Sick Leave Bank Committee may grant up to a maximum of ten (10) days per individual requests from the Bank.

B. If need exists for leave beyond the days granted in item A, the Request-For-Use Form shall be re-submitted to the Sick Leave Bank Committee and leave may be granted in ten (10) day increments up to a maximum total of sixty (60) days in any consecutive twelve (12) month period. Such period shall begin with the use of any Sick Leave Bank day. Requests for any days in excess of the sixty (60) up to one hundred-twenty (120) additional (total possible, one hundred-eighty, (180) shall be processed through a special appeal for voluntary contributions. This appeal shall be to all bargaining unit employees and resulting

contributions shall be processed outside the regular Bank except that any unused contributed days shall be credited to the regular Sick Leave Bank account.

C. The Sick Leave Bank Committee reserves the right to suspend the review procedure in items A and B.

V. DISTRIBUTION OF FORMS

Copies of the Request-For-Use Form shall be sent to:

A. District Personnel Office

B. Sick Leave Bank Committee

C. Individual Requester

D. Bangor Area Education Association President/Secretary

VI. REPORTING PROCEDURES

A. There shall be an accounting by the Sick Leave Bank Committee of the status and use of the Sick Leave Bank at the end of each contract year. This accounting shall include current membership roster, previous year's balance, days contributed, days approved, days actually used, unused days returned, and balance of days as of June 30 of the contract year.

B. A form for requesting days to be deposited into the Sick Leave Bank shall be forwarded to the Sick Leave Bank Committee, with a copy to the School District Personnel Office to ensure proper maintenance of each individual sick leave account.

VII. REVIEW PROCEDURES

A. The Sick Leave Bank Committee shall review these guidelines annually.

B. It is recommended that the review take place at the time of accounting provided in VI.

VIII. SICK LEAVE COMMITTEE

The Sick Leave Committee shall include one member from each of the five (5) district buildings.

BANGOR AREA EDUCATION ASSOCIATION/
BANGOR AREA SCHOOL DISTRICT
SICK LEAVE BANK - REQUEST-FOR-USE-FORM

PERSONAL DATE **Date _____**

Name _____ Social Security Number _____

Address (home)_____ City & State _____ Zip _____

School _____ Position_____

Telephone No.(home) _____ School_____

EMPLOYMENT DATA

Date employed _____ Date enrolled in Sick Leave Bank_____

STATEMENT CONCERNING SICK LEAVE BANK USE (Please check appropriate box.)

( ) All accumulated sick leave and personal leave has been used by me. (See guidelines.)

( ) I authorize the Sick Leave Bank Committee to check my sick leave and personal leave records.

Number of days requested _____

Reason for Request: Attach a statement to this form indicating the circumstances for which you are requesting this additional sick leave (accident, operations, etc.)

Anticipated date of return to work _____ Actual date returned _____

I understand that any unused sick leave days will be returned to the Sick Leave Bank.

Signature _____ Date signed _____

ALL CASES SHALL BE REVIEWED FOR FINAL DECISION BY THE SICK LEAVE BANK COMMITTEE AND YOU WILL BE NOTIFIED OF THE FINAL DECISION. PLEASE COMPLETE THIS FORM AND SEND TO THE CHAIRPERSON OF THE SICK LEAVE BANK COMMITTEE. A COPY WILL BE RETURNED TO YOU.

BELOW FOR USE BY SICK LEAVE BANK COMMITTEE

Date request received _____ Date request reviewed _____

Date request approved _____ Date request denied _____

If denied, reason _____

_____

Number of days given _____ Number of days used _____

Number of days returned to Sick Leave Bank _____

REQUEST FOR EXTENSION

Date of request _____ Number of additional days, requested _____

Signature _____ Date signed _____

BELOW FOR USE BY SICK LEAVE BANK COMMITTEE

Date request received for extension _____

Date request reviewed _____ Date extension approved _____

Number of additional days given _____

Date denied _____ If denied, reason _____

_____

_____

Appendix E

Health and Wellness Program Designed for Employees of the Bangor Area School District

Bangor Area School District recognizes the importance of wellness activities for the benefit of both employees and the school district. Employees eligible for district provided health insurance who participate in wellness activities are able to receive reduced medical co-pay options as per applicable collective bargaining agreements.

Participation in a wellness program is defined as follows:

Each calendar year an employee must meet two (2) of the following criteria:

- Annual Routine Physical
- Complete an annual Health Risk Assessment and Wellness Screening (on the Wellness Bus)
- Completion of a health and wellness sponsored program, such as: walking program, weight control program, smoking cessation, other classes offered.
- Completion of at least 48 hours of aerobic fitness activities.
- Completion of at least 48 hours of strength training activities.
- Membership and attendance in a fitness facility/program for at least 3 months.
- Any other programs that you feel would qualify require prior approval by the district.

Tracking of the requirements will be done by a third party administrator (hereafter Administrator) selected by the District. All HIPAA guidelines will be strictly adhered to and all information will be kept confidential.

Employees must provide adequate proof of completion in order to receive credit.

1. A provider bill showing proof of an annual routine physical examination and/or the Explanation of Benefits (EOB) from the health insurance carrier.
2. Documentation of completion of participation in health and wellness programs.
3. Aerobic or strength training activities shall be logged regularly by the employee.
4. Evidence of a participation in a fitness facility/program showing number of hours and proof of continued membership.

In order to receive credit employees must send their information to a designee of the Administrator.

All questions pertaining to tracking participation in the health and wellness criteria shall be directed to the Administrator.

Initially all eligible employees will receive reduced medical co-pay options under the applicable collective bargaining agreement. Employees will have until December 31, 2008 to meet pro-rated participation requirements for reduced medical co-pay options for the calendar year 2009 and until December 31st each year thereafter to meet participation requirements for the following calendar year. Newly hired employees will receive reduced rate medical co-pay options under the applicable collective bargaining agreement and will have pro-rated participation requirements from the date of hire until December 31st to meet participation requirements for the following year.