

✓ met

5 Van Buren Co.

Bangor

6/30/69

ARTICLE I

Recognition and Definition

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

The term CERTIFICATION as used herein shall mean a teacher who is presently holding a valid certificate issued by the State Board of Education under the requirements of Act 202 of Public Acts of 1903 as amended.

The term REGULARLY EMPLOYED CLASSROOM TEACHER as used herein shall include all those teachers employed full time throughout the school year and in addition thereto special education teachers, guidance-counsellors, librarians, teachers regularly employed on a part-time basis, probationary teachers as stated below, and the Athletic Director where his duties are in addition to other teaching duties; 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.

The association represents the "Probationary Teacher" in matter of hours, wages, and working conditions, but does not represent them in matters of discharge, reprimand, or transfer for other than Association activities and extra work duties.

The term TEACHER shall refer to all employees represented by the Association as herein defined and masculine gender shall include feminine.

Bangor Board of Education

MEA
1216 Kendale
E. Lansing, MI
48823

ARTICLE II

Board of Education Policies and Rights

The existing written policies of the Board shall remain in effect, and, except as they may be superseded by express provisions of this contract, shall govern the employment of the teachers with like effect as the express provisions of this contract.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

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 or 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.

ARTICLE III

Unpaid Leaves of Absence

A. **DEFINITION OF LEAVE** -- A leave of absence means that the teacher may return on the proper step of the salary schedule as if the interruption of service had not occurred. All accumulated fringe benefits will be restored. Return from a leave of absence does not entitle said teacher to reinstatement of former position until such time as a vacancy in said position might occur.

A teacher on leave granted under B1 or 2 shall upon return be entitled to all the rights accorded to him under the Tenure Act and in the event that no vacancy exists, the waiting period experienced by said teacher until a vacancy occurs shall be credited to the teacher as time of employment for purposes of salary increments.

Maternity leaves shall be granted without pay, except the Board may in its sole discretion, and upon written request, reinstate the teacher to teaching and apply the provision of **ARTICLE II, B**, contained herein.

B. 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. Illness or injury requiring at least a full school year's leave of absence.

Upon recommendation of the Professional Practices Committee and with the consent of the Board, a teacher who does not qualify for another type of leave authorized by this Agreement may be granted an extended leave of absence for special reasons acceptable to the Board. This leave shall be without salary and shall not exceed a period of two years.

C. **ELIGIBILITY** -- To be eligible to apply for a leave of absence under B1 or 2, a teacher shall have been employed by the Board for a period of not less than seven (7) full school years, shall not be over sixty (60) years of age, shall not

have taken such a leave within five (5) years next preceding the application, shall hold a Master's Degree (except the Board agrees to consider some applications where the purpose is to fulfill the residency requirement for a Master's Degree when these cannot be obtained during the summer session).

To be eligible for B3 or 4, the teacher must have acquired Tenure status.

D. APPLICATION PROCEDURE -- The application under B1 or 2 must be in writing, accompanied by sufficient establishment of the nature of the educational improvement and its value to the school system. This must be filed with the Board no later than April 15, and have endorsed thereon the approval of both Principal and Superintendent.

Written application for maternity leave shall be submitted no later than three (3) months after pregnancy has been determined. Failure to apply for leave within this time may result in dismissal.

E. RIGHTS OF THE BOARD -- The Board may restrict the total number of teachers on leave under B1 or 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.

F. LENGTH OF LEAVE -- Leaves granted under B1 or 2, or 4, may be for a period not to exceed one (1) year at the will of the Board. In the case of a maternity leave, the maximum shall be for six (6) months except the Board may, at its will, extend said leave beyond six (6) months, if in its sole discretion it determines the circumstances so warrant.

G. TEACHER RESPONSIBILITIES -- The teacher granted a leave of absence pursuant to B1 or 2 shall as a condition of said grant be under the duty at the end of said leave time to return and teach in this school system for at least three (3) years thereafter.

The teacher shall further be obligated upon completion of said leave to file with the Superintendent a written statement containing college credits earned on said leave, or his itinerary.

A teacher granted a maternity leave shall notify the Board if at any time her condition of pregnancy ceases prior to birth, or said leave shall be automatically terminated and may result in dismissal.

ARTICLE IV

Working Hours and Conditions

A. **LUNCH PERIODS** -- All teachers will have a duty free lunch period. All students will be required to eat in a central lunch area and not in regular classrooms in buildings where such area is available.

B. **ACTIVITY PERIOD** -- Regular teachers will be relieved from their classroom supervision while special activities are being conducted in their rooms.

C. **SCHOOL DAY** -- Teachers agree to be in their respective classroom not later than fifteen (15) minutes prior to the beginning of the pupils' school day as established in that building and to leave at the end of the day not less than thirty (30) minutes after pupils' school day is ended as established in that building; except that on Fridays and days preceding vacation periods, teachers may leave fifteen (15) minutes following the end of the school day.

D. **SCHOOL YEAR** -- The parties agree that the calendar for the school year should not exceed 180 attendance days.

E. Smoking is specifically permitted in each Teachers' Lounge.

F. **PLAYGROUND DUTY:** -- The Board will schedule not more than one recess duty per week per teacher. The Board will provide sufficient supervision of the playground and halls during the noon hour. Furthermore, all supervisory personnel will be under the direct supervision of the principal and they will participate in a training period prior to employment.

ARTICLE V

Professional Ethics and Practices

A. Both parties to this Contract recognize that ethical behavior and professional attitudes are necessary for the welfare of our educational endeavors. The professional Code of Ethics authored by the Michigan Education Association and the National Education Association shall be recognized as the guidelines for professional conduct. The Association hereby agrees to encourage teachers in their respect for, and compliance with, these Ethical Codes.

To do so, The Association will create a Professional Practices Committee which will be made up of six (6) Provisional or Permanent Certificated Tenure teachers who are members of the B.E.A., M.E.A., and N.E.A.; three (one from each building) to be selected by the Board, and three (one from each building) to be selected by the Executive Board of the Bangor Education Association. Committee members shall hold one (1) year terms of office. The duties of the committee shall be to: (1) present and acquaint all teachers with the contents of the Professional Code of Ethics, and (2) encourage their adherence to the Code. It may hold formal or informal hearings, discussions, investigations, or examinations, and may censure, either verbally or in writing, examples of code violations. It may, if it deems necessary, file reports with the Board of Education. It has no disciplinary powers not specified above.

This committee is to meet three times a year (in October, January, and April) with the Board to discuss informally matters of policy and practice which are of concern to either or both parties. Matters for discussion may be proposed by either group. Other meetings may be held when deemed necessary by either the Board or the Association.

B. TEACHER EVALUATIONS --

1. The Association recognizes the right and responsibility of the Administrative staff to evaluate the performance of teachers. The Association also

recognizes the right and responsibility of the administrative staff of the school to visit classrooms for purposes of evaluating and promoting the education program.

2. The School agrees that all observation and evaluation shall be done openly and with full knowledge of the teacher. The Principal shall give prior notification of the first formal evaluation of each year to each probationary teacher.

3. Each teacher shall be informed as to the criteria of evaluation.

4. Evaluations by building Principals or other local administrative or supervisory officials placed in a teacher's file shall be reviewed with the teacher prior to their becoming a part of the permanent record and thereafter may be reviewed upon request.

C. The School 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 school to make all final decisions in the adoption of such programs and media.

ARTICLE VI

Professional Growth

A. CONFERENCES AND VISITING DAYS -- A teacher may, at the discretion of the Superintendent, have two (2) days a year with pay for professional visits or for attendance at special conferences for teachers.

B. IN-SERVICE TRAINING -- Teachers may be required to participate in in-service training programs when initiated by the Administration and paid by the Board. The Association is given the right and responsibility of planning and organizing the equivalent of one (1) school day of in-service training a year approved by the Administration. Attendance will be required of the staff of the building involved, and no loss of pay for such day shall occur.

C. Any teacher desiring transfer to a different position or desiring a different assignment may apply in writing to the Superintendent stating his reasons

therefor. All reasonable requests shall be fulfilled, if in the opinion of the Board said transfer is justified.

ARTICLE VII

Retirement

Teachers shall retire at age sixty-five (65) except the Board may, upon application of the teacher to the Board, continue the employment if a teacher after age sixty-five (65) upon sufficient showing by a health certificate signed by at least one (1) medical doctor showing that said teacher is physically and mentally capable of teaching under the terms of his contract.

ARTICLE VIII

Fringe Benefits

The Board agrees to jointly participate in an amount not to exceed the present basic rate for single person for coverage in effect at this time of \$144.00 (one hundred forty-four dollars) per annum in an optional insurance plan under one carrier accepted by members of the bargaining unit and agrees upon the request of the teachers to use a payroll deduction plan to cover the balance of the premium.

The rate listed above will be adjusted prior to September 1st of each year to meet the basic rates then currently in effect. The Board agrees to pay one-half ($\frac{1}{2}$) of the above stated amount for part-time teachers.

ARTICLE IX

Sick Leave -- Personal Leave

SICK LEAVE -- Teachers shall be allowed sick leave at the rate of ten (10) days per year, accumulative to 90 days, subject to the following condition.

A. A teacher may not borrow accumulated sick leave from another teacher.

B. A doctor's certificate may be required after three (3) consecutive days of absence.

C. Absences for each day in excess of allowable sick leave, or personal leave, shall be subject to a salary deduction equal to 1/200 (one two-hundredth) of the

regular teaching annual salary excluding extra duty schedule.

D. Up to three (3) working days to be deducted from accumulated sick leave may be claimed for illness or death in the immediate family. Family is defined as: mother, father, husband, wife, brother, sister, son, daughter, mother-in-law, father-in-law, maternal and paternal grandparents, and other relatives living in the immediate household.

PERSONAL LEAVE -- Teachers desiring personal leave will submit their application stating reasons to the Principal or Superintendent. These applications must be made at least five (5) days prior to the absence (except in emergency) and are subject to the final approval by the Superintendent. The Principal and Superintendent 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. Personal leave shall not be deducted from sick leave. Permission will not be granted for personal leave for Association business.

ARTICLE X

Grievances

A system of considering grievances alleging violations of the term of this contract is hereby agreed upon. Should a teacher feel that a violation is in evidence, the steps of procedure are as follows:

1. He discusses the matter informally with his Principal within twenty (20) days of the alleged violation. If no satisfactory conclusion is reached within five (5) school days following this discussion, he may proceed to Step 2.

2. He presents his grievance in writing to the Superintendent and requests an interview. This interview must be granted within ten (10) days after the Superintendent receives the request. The Superintendent shall make his decision within five (5) school days in writing, sending a copy thereof to the teacher and the designated Association representative. If this decision is not satisfactory, he may proceed to Step 3.

3. He presents his grievance in writing to the Board of Education at least by Thursday preceding its regular monthly meeting and requests an audience. The Board shall place the request on its agenda. If no satisfactory conclusion is reached at this point, the teacher may then file his grievance with the State Labor Mediation Board (Step 4) according to law.

Any adjustment made during the grievance procedure shall be consistent with the terms of this contract and at each step the teacher may have the designated Association Representative act in his stead if he so chooses. In no instance shall the Principal, Superintendent, or Board fail to notify the designated Association Representative in time to have him present at the discussion and adjustment of said grievance if he so desires.

Failure to appeal a decision within the specified time limits shall be deemed an acceptance of the decision at that level.

The name of one designated Association member for each building and alternate names shall be given the building Principal.

Should the grieving teacher withdraw his grievance at any level or leave the employ of the Board, all further proceedings on said grievance shall be barred.

ARTICLE XI

Association Rights and Privileges

In addition to the terms of this contract, and the policies of the Board of Education, the Association is hereby guaranteed all rights established by State Law governing teacher employment, tenure, fair labor practices, and recognition. The Board of Education maintains its prerogatives as established by Law.

A. The Board shall provide a bulletin board to be placed in each Teacher's Lounge for the dissemination of material and information by the teachers. Any vacancies in teaching positions and/or extra curricular school duties will be posted in the Teachers' Lounges for fifteen (15) days. Any qualified teacher in the school system may present a written application for such vacancies to the

Superintendent.

B. School reproduction facilities shall not be used for reproduction of Association materials without prior approval of the Board.

ARTICLE XII

Strike Prohibition

The Association recognizes that strikes, as defined by Section 1 of Public Act 336 of 1947 of Michigan, as amended, by teachers, are contrary to law and public policy. The Board and the Association subscribe to the principle that differences shall be resolved by appropriate and peaceful means, in keeping with the high standards of the profession, without interruption of the school program. Accordingly, the Association agrees that during the term of this Agreement, it will not strike against the Board by any teachers or group of teachers.

ARTICLE XIII

Teaching Conditions

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

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

The Board of Education recognizes the need for control of class size but that no definite number can be affixed so as to prove or disprove whether a good teaching situation exists. The Board agrees to meet and consult with the Professional Practices Committee during the 1968-1969 school year concerning further relief from outsized class and overcrowded conditions with the understanding that all reasonable means

shall be implemented by the Board to assure this end.

B. CLERICAL HELP -- Teachers will be relieved by the use of non-teaching personnel in performing non-teaching and administrative duties such as the following: secretarial and clerical duties as typing of duplication masters, duplication of materials, provided, copy is exactly as to be duplicated and is presented to the Principal's office forty-eight (48) hours before it is to be used, or if any is to be typewritten, are presented one (1) week early. Summarizing and balancing attendance data, scoring I.Q. and Achievement tests, and money collections. The Board agrees to provide either one full time teacher's aide or adequate clerical person for each Kindergarten classroom during the first two (2) weeks of school, and will see to it that these persons are available the day school starts.

C. At least eight (8) additional teachers will be hired, four (4) in Elementary, one (1) High School, one (1) Elementary Art, one (1) Elementary Physical Education, one (1) Elementary Music. If feasible, the four (4) Elementary teachers will be assigned in Grades one, two, three, and six (1, 2, 3, and 6).

A committee comprised of Building Representatives and Superintendent and Principals of the Buildings will meet to work out techniques for achieving considerations of seniority in the following areas: job opportunities, room assignments, materials and new furniture.

D. The Board recognizes that appropriate texts, library reference materials, maps, and globes, laboratory equipment, audiovisual 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 Committees 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.

APPENDIX I

Salary Schedule

Each teacher presently in the system will be placed on the proper and correct step of this salary schedule including past outside experience, not to exceed a maximum of five (5) years.

1968-1969 SALARY SCHEDULE

<u>EXPERIENCE</u>	<u>INDEX</u>	<u>B.A. DEGREE</u>	<u>INDEX</u>	<u>M.A. DEGREE</u>
0	100	\$6,400.00	100.00	\$6,800.00
1	104	6,656.00	104.25	7,089.00
2	108	6,912.00	108.50	7,378.00
3	112	7,168.00	112.75	7,667.00
4	116	7,424.00	117.00	7,956.00
5	120	7,680.00	121.25	8,245.00
6	124	7,936.00	125.50	8,534.00
7	128	8,192.00	129.75	8,823.00
8	132	8,448.00	134.00	9,112.00
9	136	8,704.00	138.25	9,401.00
10	140	8,960.00	142.50	9,690.00
11	144	9,216.00	146.75	9,979.00
12	148	9,472.00	151.00	10,268.00
13	152	9,728.00	155.25	10,557.00

Non-Degree Teachers - \$5,800. - \$6,300.

BY-LAWS GOVERNING TEACHERS' SALARY SCHEDULE

1. 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.

2. Advancement on the salary schedule shall be automatic and mandatory, each teacher advancing one step on the schedule September 1st of each year after completion of a full school year of teaching service. One-half ($\frac{1}{2}$) of an increment will be granted for a semester of experience, or a year of teaching half days.

3. A teacher entering the employ of the School District after the 1967-68 school year shall, upon recommendation of the Superintendent, receive up to a maximum of five (5) years of credit on the salary schedule if the experience occurred within the ten (10) years preceding employment in the Bangor System.

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

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

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

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

B. 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.

C. Transfer from the regular schedule based on a Bachelor's Degree to that for a Master's Degree is effective at the beginning of the contract year following the awarding of the degree.

SPECIAL CERTIFICATE SCHEDULE

The salary range for teachers holding a Special Certificate shall be
\$5,800. - \$6,300.

CERTIFICATION

Only persons holding a Provisional or Permanent Certificate or those who are consistently working toward a Provisional or Permanent Certificate will be hired as a regular classroom teacher.

EXTRA-CURRICULAR SCHEDULE for 1968-1969, based on B.A. Degree \$6,400. & M.A. Degree \$6,800.

FOOTBALL & BASKETBALL	9%	11%	13%	15%	ASSISTANT	6%	7%	8%	9%
B.A. Degree	\$576.	\$704.	\$832.	\$960.		\$384.	\$448.	\$512.	\$576.
M.A. Degree	612.	748.	884.	1,020.		408.	476.	544.	612.
JUNIOR HIGH	5%	6%	7%						
B.A. Degree	\$320.	\$384.	\$448.						
M.A. Degree	340.	408.	476.						
TRACK and BASEBALL	8%	9%	10%	11%	ASSISTANT	5%	6%	7%	8%
B.A. Degree	\$512.	\$576.	\$640.	\$704.		\$320.	\$384.	\$448.	\$512.
M.A. Degree	544.	612.	680.	748.		340.	408.	476.	544.
CROSS-COUNTRY	5%	6%	7%	8%					
B.A. Degree	\$320.	\$384.	\$448.	\$512.					
M.A. Degree	340.	408.	476.	544.					
ATHLETIC DIRECTOR		9%	10%	11%	12%				
B.A. Degree		\$576.	\$640.	\$704.	\$768.				
M.A. Degree		612.	680.	748.	816.				
AUDIO-VISUAL	7%	8%	9%	10%					
B.A. Degree	\$448.	\$512.	\$576.	\$640.					
M.A. Degree	476.	544.	612.	680.					
SCHOOL NEWSPAPER		5%	6%	7%	8%				
B.A. Degree		\$320.	\$384.	\$448.	\$512.	(MINIMUM OF NINE (9) ISSUES)			
M.A. Degree		340.	408.	476.	544.				
HOME ECONOMICS		5% of Salary							
B.A. Degree									
M.A. Degree									
AGRICULTURE		25% of Salary - 48 weeks work							
B.A. Degree									
M.A. Degree									

EXTRA CURRICULAR SCHEDULE for 1968-1969 (continued)

YEAR BOOK	5%	6%	7%	8%		
B.A. Degree	\$320.	\$384.	\$448.	\$512.		
M.A. Degree	340.	408.	476.	544.		
SHOP	5%	6%	7%	8%		
B.A. Degree	\$320.	\$384.	\$448.	\$512.		
M.A. Degree	340.	408.	476.	544.		
BAND DIRECTOR		9%	10%	11%	12% (SUMMER AND CONCERTS)	
B.A. Degree		\$576.	\$640.	\$704.	\$768.	
M.A. Degree		612.	680.	748.	816.	
CHEERLEADER ADVISOR		4%	5%	6%	7%	
B.A. Degree		\$256.	\$320.	\$384.	\$448.	
M.A. Degree		272.	340.	408.	476.	
PLAY DIRECTOR		\$150. per play	(JUNIOR PLAY, SENIOR PLAY, ALL SCHOOL PLAYS)			
HIGH SCHOOL VOCAL DIRECTOR			6%	7%	8%	9%
B.A. Degree			\$384.	\$448.	\$512.	\$576.
M.A. Degree			408.	476.	544.	612. plus \$150. for OPERETTA
PRINTING	\$3.75 per hour					
DRIVER EDUCATION	\$27.00 per student		(Classroom and 6 hours of Driving).			

ARTICLE XIV

- A. **CLEARANCE CLAUSE** -- 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.
- B. Duration of this contract shall be from July 1, 1968, to June 30, 1969.
- C. The parties shall begin negotiating prior to March 1, 1969, for a new agreement.

IN WITNESS WHEREOF THE PARTIES HEREUNTO SET THEIR HANDS AND SEALS.

BANGOR EDUCATION ASSOCIATION

BOARD OF EDUCATION OF
BANGOR PUBLIC SCHOOLS

BY _____
President

BY _____
President

BY _____
Negotiator

BY _____
Secretary

BY _____
Negotiator

BY _____
Treasurer