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Bergland 18  
(Ont. Co.)

1971-72

PROFESSIONAL AGREEMENT  
between the  
BERGLAND BOARD OF EDUCATION  
and the  
BERGLAND EDUCATION ASSOCIATION  
1971-1972

Bergland Board of Education

MEA  
1216 HENDALE  
E. LANSING, MI  
48823



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## MASTER CONTRACT

This agreement entered into this 13th day of November, 1971 by and between the Board of Education of the Bergland School District of Bergland, Michigan, hereinafter called the Board, and the Bergland Chapter of the Michigan Education Association, hereinafter called the Association.

WHEREAS the Board and the Association recognize and declare that providing a quality education for the children of the Bergland School District is their mutual aim, and that the character of such education depends predominately upon the quality and morale of the teacher service, and

WHEREAS the members of the teaching profession are particularly qualified to assist in formulating policies and programs designed to improve educational standards, and,

WHEREAS the Board has a statutory obligation, pursuant to Acts 379 and 282 of the Michigan Public Acts of 1965, to bargain with the Association as representative of its teaching personnel with respect to hours, wages, terms, and conditions of employment, and,

WHEREAS the parties, following extended and deliberate professional negotiations, have reached certain understandings which they desire to memorialize.

In consideration of the following mutual covenants, it is hereby agreed as follows:



## ARTICLE I

### Recognition

- A. The Board hereby recognizes the Association as the exclusive bargaining representative, as defined in Section 11 of Act 379, Public Acts of 1965, for the following certified personnel, including personnel on tenure and probation, classroom teachers, substitute teachers, guidance counsellors, school librarians, other special teachers, employed by the Board, but excluding supervisory, executive personnel, office and other employees. The term "teacher", when used hereinafter in the agreement, shall refer to all employees represented by the Association in the bargaining or negotiation unit as above defined, and references to male teachers shall include female teachers.
- B. The Board agrees not to negotiate with any teachers organization other than the Association, for the duration of this agreement. Nothing contained herein shall be construed to prevent an individual teacher from presenting a grievance and having a grievance adjusted without intervention of the Association, if the adjustment is not inconsistent with the terms of this Agreement, provided that the Association has been given opportunity to be present at such adjustment.
- C. Within thirty (30) days beginning of their employment hereunder, teachers may sign and deliver to the Association, which will in turn deliver to the Board, an assignment authorizing the deduction of membership dues of the Bergland Education Association, the Michigan Education Association, and the National Education Association. Such dues shall be deducted as dues from the regular salary of the member teachers, and remittance made under the continuing membership plan of the Michigan Education Association, the local share to the treasurer of the Bergland Education Association, and the state and national share to the Michigan Education Association.
- D. Nothing contained herein shall be construed to deny or restrict to any teacher rights he may have under the Michigan General School Laws. The rights granted to teachers hereunder shall be decreed to be in addition to those provided in other pertinent laws.



## ARTICLE II

### Teacher Rights

- A. See Sections 9 and 10, of 336 PA 1947, as amended.
- B. The Association and its members may use school building facilities after school hours or when not in use for operation of school, subject to the approval of the administration and with after school expenses, if any, assumed by the Association. No teacher shall be prevented from wearing insignia, pins, or other identification of membership in the Association either off or on the school premises. A bulletin board in the teachers' lounge, and other established media of communication shall be made available to the Association and its members.
- C. The Board agrees to make available to the Association in response to any reasonable requests, pertinent information concerning the financial resources of the District, tentative budgetary requirements and allocation, and other public information as will assist the Association in developing intelligent, accurate, informed, and constructive programs on behalf of the teachers and their students. In this respect PA 240 shall be the guide.



ARTICLE III  
Professional Compensation

- A. The salaries of teachers covered by this agreement are set forth in Schedule A which is attached and incorporated in this agreement. Such salary schedule shall remain in effect during the duration of this agreement.
- B. Salary provisions are based on the contractual period beginning November 13, 1971 and ending August 21, 1972. Provisions for additional compensation for the Co-Curricular activities are also set forth in Schedule B. Teachers will participate in supervision of Co-Curricular activities of pupils as assigned by the Board through its duly authorized representative.
- C. The assigned duties covered by the basic salary schedule provisions in Schedule A shall include attendance during the school year at a maximum of: 9 teacher meetings called by the Administration; 1 PTA meeting; 3 parent conferences to be held during the school day; and meetings called for curriculum review and/or in-service training not in excess of 45 minutes duration each, and starting not later than 5 minutes after the close of the regular school day.
- D. Elementary teachers are required to be present to assist as needed at the Christmas program, and secondary teachers are required to attend Baccalaureate or Commencement exercises.
- E. Teachers shall not be required to report more than two(2) days prior to the beginning of classes in August, or to remain more than two (2) days after classes end in June.
- F. The following legal holidays shall be observed and school closed: New Year's Day; Good Friday; Memorial Day; Labor Day; Thanksgiving Day; and Christmas.
- G. A teacher engaged in negotiating in behalf of the Association with any representative of the Board or participating in any professional negotiation grievance negotiations, including mediation, during the school day, shall be released from regular duties without any loss of salary. See Sections 9-10 of Act 36, PA 1947, as amended.
- H. All teachers shall be released from regular duties without loss of salary two (2) days per school year for the purpose of participating in annual regional State Teachers Institute, conducted by the NEA, if held. Attendance on the part of the teachers is on a voluntary basis.
- I. All teachers shall be released from regular duties without loss of salary one (1) day per school year for the purpose of participating in the Intermediate District Teachers Institute, if held. Attendance on the part of the teachers is on a voluntary basis.



## ARTICLE IV

### Teaching Hours.

- A. The teachers normal work day shall be as follows:
  - 1. Teachers report to school no later than 8:20 am.
  - 2. Teachers at assigned place of duty not later than 8:30 am.
  - 3. Teachers leave school no earlier than 3:40 pm.
- B. Unless permission is granted by the Administration, teachers shall leave school no earlier than 3:40 pm.
  - 1. Hours of kindergarten teacher shall be fixed by the Administration at the beginning of each semester and shall in no event be longer than the foregoing.
- C. The Board shall not require teachers to regularly work in excess of normal teaching hours within or outside of any school building. This provision does not relieve teachers of duty assigned responsibilities in co-curricular activities and meetings as defined in Paragraph B, Article III, which by their nature requires attendance either before or after the regular school hours listed above.
- D. Elementary teachers with the use of teachers' aides are entitled to 15 minute relief time both in the morning hours and afternoon hours.
- E. Teachers whose classes are being taught by special teachers may be excused from attendance by the Administration, and shall have such period of time for a preparation period.
- F. All teachers are entitled to a duty free lunch hour not to be less than 40 minutes.



## ARTICLE V

### Teaching Loads and Assignments

- A. The weekly teaching load in the senior and junior high school will be 30 teaching and 5 supervised study periods and 5 unassigned preparation periods. In no case will a teacher be assigned 6 teaching classes. No departure from these norms, except in case of emergency, shall be authorized without prior consultation with the Association Representative. In the event of any disagreement between the representatives of the Board and the Association as to the need and desirability of such deviation, the matter may be processed through the professional grievance negotiations procedure hereinafter set forth.
- B. Since pupils are entitled to be taught by teachers who are working within their area of competence, teachers should not be assigned, except temporarily and for good cause, outside the scope of their teaching certificates, or their major or minor fields of study.
- C. Teachers who will be affected by a change in grade assignments in the elementary school grades and by changes in subject assignment in the secondary school grades, will be notified and consulted by their Principal as soon as practicable. Such change will be voluntary to the extent possible. Every effort will be made to avoid re-assigning probationary elementary school teachers to different grade levels unless the teacher requests such change.
- D. If a teacher is called upon to substitute in his or her preparation period, he will be compensated at the rate of \$5.00 per period.
- E. To deal justly and considerately with each student, no teacher will be required to teach double grades.



## ARTICLE VI

### Teaching Conditions

- A. The pupil-teacher ratio is an important aspect of an effective educational program; therefore, the parties agree to make a continuing effort to reach the state recommended standard of no more than 35 students in any one class excluding study halls, physical education, and band.
- B. The Board recognizes that appropriate texts, library reference books, maps, and globes, laboratory equipment, audio-visual equipment, current periodicals, standard tests, and similar materials are the tools of the teaching profession. Therefore, the representative of the Board will from time to time, consult with the Association representative for the purpose of improving the selection and use of such educational tools. The decision on whether or not to purchase such materials is the prerogative of the Board.
- C. The Board shall make adequate lavatory and restroom facilities available for teacher use and at least one room appropriately furnished which shall be reserved for use as a faculty lounge in which smoking will be permitted.
- D. Telephone facilities will be made available to teachers for their reasonable use, with personal business long distance tolls to be paid for by the teacher.
- E. Adequate parking facilities shall be made available to teachers.
- F. See Section 1, Michigan State Fair Employment Practices Act.
- G. Elementary teachers are to be relieved of selling lunch tickets but will be required to handle the distribution and collection of pupils' lunch tickets.



## ARTICLE VII

### Vacancies and Promotions

- A. Whenever any vacancy in any professional position in the District shall occur, a written notice of such vacancy shall be posted on Association bulletin board. No vacancy shall be filled, except in case of an emergency on a temporary basis, until such vacancy shall have been posted.
- B. Any teacher may apply for such a vacancy. The Board will not discriminate against staff members when filling such vacancy, but will give the same consideration to the qualifications of its staff members as it does to those of an applicant from outside the school system.

## ARTICLE VIII

### Transfer

Any teacher who shall be transferred to a supervisory or executive position, and later return to a teacher status, shall be entitled to retain such rights as he may have had under this agreement, prior to such transfer to supervisory or executive status.

## ARTICLE IX

### Leave Pay

- A. All teachers shall be permitted ten (10) days of sick leave with pay per year. This leave to be granted for illness, injury, or quarantine of the employee, and for illness or death of the teacher's immediate family. Part time teachers will receive sick leave in proportion to the amount of time they teach; for example, a half-time teacher would receive 5 days sick leave.
- B. Each teacher shall be entitled to an accumulation of the unused portion of each year's sick leave up to a maximum of 100 days.
- C. Any teacher who is absent because of an injury or disease compensable under the Michigan Workmen's Compensation Law, shall receive from the Board the difference between the allowance under the Workmen's Compensation Law and his regular salary for the number of days he is absent from his teaching duties, with subtraction of his sick leave up to the limits of his accumulated leave.
- D. The Association grants the Board the right to require a medical certificate to prove illness in questionable cases.



ARTICLE IX (Continued)

Leave Pay (Continued)

E, Extra Emergency leave up to five (5) days duration (non-accumulative) may be granted to a faculty member of the Bergland Community School system for a death or accident in the immediate family to be used only one time per school year. Immediate family pertains to the teacher's spouse, mother, father, sisters, brothers, children, and/ or grandparents. No loss of salary shall be incurred during the duration of this period..



## ARTICLE X

### Leaves of Absence

- A. Any teacher whose personal illness extends beyond a period compensated under Article IX shall be granted a leave of absence without pay for such time as is necessary to complete recovery from such illness. Upon return from such leave, a teacher shall be assigned to the same position, if available, or a substantially equivalent position. See Art. V, Sec. II., Tenure Law.
- B. Leaves of absence with pay not chargeable against sick leave allowance shall be granted for the following reasons:
1. Two (2) days only for conduct of personal affairs which cannot be normally handled outside of school hours, with application to be made for such leave at least two days prior to use, and such application shall not be made for use of such leave the day prior to a holiday or the day after a holiday. In case of unforeseen proven emergency, the two day prior application and use before or after a holiday may be set aside.
  2. Absence when a teacher is called for jury service, and request for excuse from service as juror is denied. Board shall pay the teacher for such absence only the difference between pay for jury service and the regular daily rate of pay determined by annual salary, as per Schedule A, Paragraph I, divided by number of days of membership.
  3. Court appearance as a witness in any case connected with the teacher's employment for the school, or whenever the teacher is subpoenaed to attend such proceeding, providing this does not involve finding of guilt in a court of competent jurisdiction of a charge involving a criminal offense on the part of the employee.
  4. Visitation at other schools, or for attending educational conferences or conventions, with administration approval.
  5. Time necessary to take selective service physical examination.
  6. Study, research, or special teaching assignment involving probable advantage to the school system, with administration approval.
- C. Leaves of absence without pay may be granted upon application, and school Board approval, for the following purposes, with regular salary increment for such period allowed:
1. Study related to the teacher's license field.
  2. Study to meet eligibility requirements for a license other than that held by the teacher.



ARTICLE E-- CONTINUED

- D. Unrequested leave of absence-- See Article V, Section 2, paragraph 38.112, The Michigan Teacher Tenure Act.
- E. A maternity leave shall be granted without pay commencing not later than the end of the fifth month of pregnancy, except when this date falls within one semester. The teacher shall be entitled to return from such leave at the beginning of the next school year if proper application for termination of such leave is made in writing prior to July 1 and directed to the Board of Education. If such teacher does not apply in writing prior to July 1, for reemployment, a replacement teacher will be hired for the position.
- F. Pursuant to Section 572 of the School Code of 1955, Act No. 269, PA 1955, teachers who have been employed in this school district for seven years may be granted sabbatical leave for one year. Such sabbatical leave will be without pay.
- G. Teachers if elected as state officers of the MEA or if appointed to its staff should upon proper application, and if a suitable replacement is available, be given a leave of absence without pay for the purpose of performing such duties for the Association. Teachers given leave of absence without pay shall receive credit toward annual salary increment on the schedule appropriate to their rank.
- H. Military leaves of absence shall be granted to any teacher who shall be inducted or enlist for military duty to any branch of the armed forces of the United States. Teachers on military leave shall be given the benefit of any increments and sick leave allowances which would have been credited to them had they remained in active service to the school system.



## ARTICLE XI

### Insurance Protection

Pursuant to the authority set forth in Section 617 of the School Code of 1955, as amended, the Board agrees to furnish to all teachers the following insurance protection:

- A. The Board shall provide, without cost to the teacher, comprehensive hospitalization, medical, and surgical protection to the teacher and his immediate family under the current MESSA insurance plans as follows:

Plan 1. Self only, at \$18.04 per month.

Plan 2. Self and Spouse at \$40.74 per month.

Plan 3. Self and Children at \$33.28 per month.

Plan 4. Self, Spouse, and Children at \$46.64 per month.

All plans to include Super Med benefits.

- B. The Board will provide, without cost the teachers, public liability and accident coverage in the amount of not less than \$300,000 for each accident which takes place in the course of teacher employment.



## ARTICLE XII

### Teacher Evaluation

- A. All monitoring or observation of the work performance of a teacher will be conducted openly and with the full knowledge of the teacher. Teachers will be given a copy of any evaluation report prepared by and for the Administration and will have the right to discuss such report with the Administration.
- B. The teaching performance of non-tenure teachers will be observed and a written evaluation prepared at least twice each school year. The principal will hold a conference with the non-tenure teacher after each such evaluation.
- C. Any adverse evaluation of teacher performance asserted by the Board or any agent or representative thereof will be subject to the grievance procedure herein set forth provided, however, that nothing contained herein will deprive the Board of any rights it has under the Michigan Teacher Tenure Act.
- D. Any complaints regarding a teacher made to the Administration by any parents, student, or other person which is considered in evaluating said teacher's performance will be promptly called to his attention. Each teacher will have the right, upon request, to review the contents of his personnel file. The Association Representative may, at the teacher's request, accompany the teacher in such review. The review will be made in the presence of the Administrator responsible for the safekeeping of such file. Privileged information, such as confidential credentials and related personal references obtained at the time of initial employment, are specifically exempted from such review. The Administrator will remove such credentials and confidential reports from the file prior to the review of the file by the teacher.
- E. If a teacher is to be reprimanded or disciplined by a member of the Administration above the level of Principal, he will be entitled to have the Association Representative present.
- F. No teacher will be disciplined, dismissed, suspended with or without pay, or reprimanded without just cause.
- G. Discipline of teachers will be subject to the grievance procedure as set forth in this Agreement; provided, however, that the decision of the Board on the termination of the services of, or failure to reemploy any probationary teacher on a third year of probation will be final.
- H. Nothing contained herein will deprive the Board of any rights which it has under the Michigan Teacher Tenure Act with regard to tenure teachers.



## ARTICLE XIII

### Protection of Teachers

- A. Since the teacher's authority and effectiveness in his classroom is undermined when students discover that there is insufficient Administrative backing and support of the teacher, the Board recognizes its responsibility with respect to maintenance of control and discipline in the classroom. Whenever it appears that a particular pupil requires the attention of special counsellors, social workers, law enforcement personnel, physicians or other professional persons, the Board will take reasonable steps to relieve the teacher of responsibilities with respect to such pupil.

## ARTICLE XIV

### Negotiation Procedures

- A. It is contemplated that matters not specifically covered by this Agreement but of common concern to the parties shall be subject to professional negotiation between them from time to time during the period of this Agreement upon mutual agreement. The parties undertake to cooperate in arranging meetings, selecting representatives for such discussions, furnishing necessary information and otherwise constructively considering and resolving such matters.
- B. Ninety days (90) prior to the expiration of this Agreement, the parties will begin negotiations for a new Agreement covering wages, hours, terms, and conditions of employment of the teachers employed by the Board.
- C. 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 school district. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the Board of Education, and by a majority of the membership of the Association, 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 of bargaining, subject only to such ultimate ratification.



## ARTICLE XV

### Professional Grievance Negotiations Procedure

#### A. Definitions:

1. A "grievance" is any claim, by a teacher or the Employer, based upon an event or condition which effects conditions or circumstances, allegedly caused by misinterpretation or inequitable application of established law, policy, or the terms of this Agreement.
2. The term "teacher" may include any individual or group of teachers who are certified and employees of the Board.
3. A "party of interest" is the person or persons making the claim, and any person or persons who might be required to take action, or against whom action might be taken, in order to resolve the problem.
4. The term "days" when used in this section, except where otherwise indicated, means working school days.

#### B. Procedure:

1. Level One: A teacher with a grievance will first discuss it with the Principal, either directly or through the Association Representative, with the object of resolving the matter informally. Such grievance must be filed within ten (10) days after the alleged offense occurrence to become valid.
2. Level Two: If the aggrieved person is not satisfied with the disposition of his grievance at Level One, he may file the grievance, in writing, with the Principal. Within ten (10) days after the receipt of the written grievance by the Principal, he will meet again with the aggrieved person and/or the Association Representative, in an earnest manner to resolve the problem.
3. Level Three: If the grievance is not satisfactorily disposed of at Level Two, or if no decision has been rendered within ten (10) days after the written grievance was received by the Principal, the aggrieved person may file the grievance, in writing, with the Superintendent. Within ten (10) days after receiving the written grievance, the Superintendent will meet with the aggrieved person and/or the Association Representative, in an earnest effort to solve the problem.
4. Level Four: If the aggrieved person is not satisfied with the disposition of the grievance at Level Three, or if no decision has been rendered within ten (10) days after the written grievance was received by the Superintendent, he may file the grievance, in writing, with the Board of Education. Within fifteen (15) days after the written grievance has been received by the Board, the Board will meet with the aggrieved person and/or the Association Representative, in an earnest effort to solve the problem.



ARTICLE XV (Continued)

Professional Grievance Negotiation Procedures (Continued)

5. Level Five: If the grievance is not satisfactorily disposed of at Level Four or if no decision has been rendered within twenty (20) days after receipt of the written grievance by the Board, the aggrieved person may request, in writing, to the Board that the grievance be submitted to the Michigan State Mediation Board under Act 176 PA 1939, as amended. Grievances which do not arise from the language of this Agreement, or an alleged breach thereof, may be processed through Level Four, but will not be subject to mediation.
  6. Level Six: If the grievance is not satisfactorily disposed of at Level Five, or if no decision has been rendered within ten (10) days after the request in writing to the Board that the grievance be submitted to the Michigan State Mediation Board, as per Level Five, then an Arbitration Committee of three shall be selected, one member to be selected by the Board of Education, one member to be selected by the Association, and a third member to be selected by the above two mentioned members, and a majority vote of this group shall be binding upon both the Board and the Association. Any fees and expenses arising out of arbitration shall be equally shared by both parties.
- C. Any grievance filed by the Employer shall be initiated at the Level Two by serving a written copy thereof upon the Association President. The procedure thereafter, outlined above, shall be from the Employer in the reverse order applicable to the Association, except that the Superintendent shall hold the Level Three meeting. At Step Four, the Board or Committee thereof will meet with the Association in an attempt to resolve the grievance.



## ARTICLE XVI

### Board Rights and Responsibilities

#### A. Management Rights Clause.

The Board, on its own behalf and on behalf of the electors of the 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 foregoing, the right:

1. To the executive management and administrative control of the school system and its properties and facilities, and the school activities of its employees;
2. To hire all employees, and subject to the provisions of the law, determine their qualifications and the conditions for their continued employment, or their dismissal or demotion, and to promote, and transfer all such employees;
3. To establish grades and courses of instruction including special programs and to provide for athletic, recreational, and social events for students, all as deemed necessary or advisable by the Board;
4. To decide upon the instructional program, the selection of textbooks and other teaching materials, and the use of teaching aids of every kind and nature;
5. And, to determine class schedules, and other duties, responsibilities, and assignment of teachers and other employees with respect thereto, and with respect to administrative and non-teaching activities.

The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the Board; the adoption of policies, regulations, rules, and practices in furtherance thereof; and the use of judgement and discretion in connection therewith; shall be limited only when the 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 XVI

### Board Rights and Responsibilities (Continued)

- B. The Board shall have the right to change its policies of such changes do not conflict with the express terms of this Agreement.
- C. Nothing in this Agreement shall supersede the legal authority or responsibilities of the Board as defined by the state law or the school code of the provisions of the Teacher Tenure Act. This includes provision of school law as defined in Chapter 3 and 9 for school districts of the fourth class. The foregoing is subject to the provisions of Public Act 379 and the specific provisions of this Agreement.



## ARTICLE XVII

### Miscellaneous Provisions

- A. The Association shall deal with ethical problems arising under the Code of Ethics of the Education Profession in accordance with the terms thereof, and the Board recognizes that the Code of Ethics of the Education Profession is considered by the Association and its membership to define acceptable criteria of professional behavior.
- B. This agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual teacher contracts heretofore in effect. All individual teacher contracts for the 1971-1972 school year shall be made expressly subject to the terms of this Agreement. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.
- C. Copies of this Agreement, and copies of the Michigan Teachers Tenure Act, copies of the Michigan Public Employment Relations Act, and copies of the Code of Ethics of the Education Profession, shall be presented to all teachers now employed and hereafter employed by the Board. This Agreement shall be reproduced at the expense of the Board.
- D. If any provisions 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 limit permitted by law, but all other provisions or applications shall continue in full force and effect.



## ARTICLE XVIII

### Teacher Responsibilities

- A. A teacher shall ensure that all sides of a controversial issue are presented equally, and that the topic and material used will be appropriate to the maturity level and intellectual ability of the students. Teachers shall be responsible for creating and maintaining conditions conducive to learning.
- B. A teacher shall not seek to advance personal, political or religious views in the classroom.
- C. Teachers shall not leave a class unattended, and shall be responsible for the supervision of students on the school grounds as well as in the school building during assigned duty periods.
- D. Teachers, being professional, shall be required to formulate and enforce the high standards of professional calling to the extent that they will police their own ranks to eliminate unsatisfactory teachers, and to the extent that they may be held legally responsible for malpractice, the same as any other professional person.
- E. The Association recognizes that abuses of sick leave or other leaves, chronic tardiness or absence, willful deficiencies in professional behavior and performance, or other violations of discipline by a teacher reflect adversely upon the teaching profession and create undesirable conditions in the school district. The Association shall use its best efforts to correct breaches of professional behavior by any teacher.



## ARTICLE XIX

### Duration of Agreement

This Agreement shall be effective as of ~~November 13, 1971~~, and shall continue in effect until the twenty-first day of August, 1972.

Salary provisions and all other features of the period of the contractual year from August 30, 1971, through November 12, 1971, are covered by the mutually agreed upon extension of the predecessor agreement, in accordance with the ruling of the President of the United States August 15, 1971.

Salary provisions and all other features of the period of the contractual year from November 13, 1971, through August 21, 1972, are covered by this Agreement, with salary provisions for that period to be the difference between that of Schedule A of this Agreement, and that of Schedule A of the predecessor Agreement.

Any action concerning this Agreement or its covenants to the date ratification, or the extension of its predecessor Agreement from September 1, 1971, will be mutually acceptable to both parties hereto.

This Agreement shall not be extended orally and is expressly understood that it will expire as of August 21, 1972.

BERGLAND BOARD OF EDUCATION

By \_\_\_\_\_  
President, Louis Paulman

By \_\_\_\_\_  
Secretary, Margaret R. Wilber

By \_\_\_\_\_  
Treasurer, Carl R. Saubert

By \_\_\_\_\_  
Trustee, Thure J. Anderson, Jr.

By \_\_\_\_\_  
Trustee, Lois O. Koehler

By \_\_\_\_\_  
Trustee, Hazel B. Johnson

By \_\_\_\_\_  
Trustee, Dennis Erickson

BERGLAND EDUCATION ASSOCIATION

By \_\_\_\_\_  
President, Jon Olson

By \_\_\_\_\_  
Vice-President,  
Raymond Mollard

By \_\_\_\_\_  
Secretary-Treasurer,  
Raymond Maki



SCHEDULE A

A. The following shall be the schedule for the basic salaries of teachers:

<u>Year of Employ</u>	<u>Years of Experience</u>	<u>Degree(BS/BA) Teacher</u>	<u>M.A. Degree Teacher</u>
1	0	7400	7700
2	1	7700	8000
3	2	8000	8300
4	3	8300	8600
5	4	8600	8900
6	5	8900	9200
7	6	9200	9500
8	7	9500	9800
9	8	9800	10100
10	9	10100	10400
11	10	10400	10700

- B. Any teacher in the employ of the Board who does not hold a Bachelor's degree shall not be paid above the salary step of the minimum starting salary of a Degree teacher with no experience.
- C. Teachers will be paid bi-weekly from September 10, 1971, up to and including June 16, 1972, with balance of salary paid prior to June 30, 1972, if desired, or in three monthly payments on June 30, July 21, and August 18, 1972, if so requested in writing by the teacher. Annual teacher of teacher shall be pro-rated into 26 segments for above method of payment. If teacher does not request change in manner of payment, pay will continue bi-weekly.
- D. Credit for experience outside this school system shall be evaluated by the Board and credit shall be allowed whenever the prior service of the teacher is deemed satisfactory. In determining the placement of a teacher on the salary schedule, the following method of computing experience credit shall be used:



SCHEDULE A (Continued)

1. One full years credit shall be given for each year a teacher has satisfactorily taught in other systems, accumulative to five years.
    - a. Except when teacher has been away from active teaching five (5) years prior to this contract year, this provision shall not apply. In such cases experience shall be evaluated by Administrator and credit for five (5) years at one-half increment allowed.
  2. One full year's credit will be given for each year taught in this system, if the years are consecutive. If a teacher has terminated his employment with this district and is later rehired by the Board, all previous experience will be considered as outside experience and will be limited to 5 years.
- E. Credit for substitute teaching, non-degree teaching, and incomplete years of experience shall be determined on an individual basis by the Board.
- F. Advancement under the salary schedule for years of experience increments become effective September 1. Advancement under the salary schedule for academic degree become effective following completion of required academic or professional courses, with proof of attainment during the school year presented for the approval of the Board at the first Board meeting following, after presentation of proof of credits to the Superintendent.
- G. Teachers employed on a part-time basis shall receive compensation under Schedule A on a pro-rata share of the appropriate experience step of Schedule A, and shall be entitled to benefits under Articles IX, X and XI, on the same prorata share basis.



### SCHEDULE B

Coordinator Girls Athletics	
Coordinator Audio Visual Programs	<u>150</u>
Coordinator Elementary Art	<u>      </u>
Coordinator Secondary Art	<u>      </u>
Coordinator Christmas Programs	<u>      </u>
Coordinator Safety Programs	<u>50</u>
Advisor Yearbook and School Paper	<u>      </u>
Advisor Cheerleading	<u>150</u> ✓
Advisor Forensics Program	<u>      </u>
Advisor Dramatics	<u>      </u>
Librarian-Elementary	<u>      </u>
Librarian-Secondary	<u>      </u>
Counsellor-Boys	<u>      </u>
Girls	<u>      </u>
Basketball Coach- (A)	<u>700</u> ✓
Basketball Coach (B) and Jr High	<u>500</u> ✓
Basketball Coach Grade School	<u>250</u> ✓
Baseball Coach (Fall season starting before school)	<u>      </u>
Baseball Coach (Season starting after School)	<u>      </u>
Track Coach	<u>200</u> ✓
Track Coach, Assistant	<u>100</u> ✓
Director, Band Program	<u>100</u> ✓
Director, Chorus Program	<u>      </u>
Sponsor, 11th Grade	<u>75</u> ✓
Sponsor/Sponsors, 12th grade	<u>150</u> ✓

Summer Program of recreation, Remedial Mathematics, Remedial Reading, and Driver Training, will not be a part of this schedule.

These extra duties listed below are to be offered first on a voluntary basis, and if there are no takers, they must be scheduled by the Administration.

Ticket Sellers	\$10.00 per night
Scorekeepers	10.00 per night
Timers	10.00 per night



# CALENDAR-SCHOOL YEAR 1971-1972

<u>Aug</u>				
M	T	W	T	F
30	31			

2

<u>Sep</u>				
M	T	W	T	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	

21

<u>Oct</u>				
M	T	W	T	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

21

<u>Nov</u>				
M	T	W	T	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30			

19

<u>Dec</u>				
M	T	W	T	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31

16

<u>Jan</u>				
M	T	W	T	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
31				

19

First Semester-93 days  
Aug 30, 1971-Jan. 21, 1972

Second Semester-90 Days  
Jan 24, 1972-Jun 2, 1972

<u>Feb</u>				
M	T	W	T	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29			

21

<u>Mar</u>				
M	T	W	T	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31

21

<u>Apr</u>				
M	T	W	T	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28

19

<u>May</u>				
M	T	W	T	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		

22

<u>Jun</u>				
M	T	W	T	F
		1	2	

2

Half-Day Parent Conference Days ○  
November 10, 1971; April 5, 1972

Records Day and Parent Conference Day  
January 26, 1972

No School Scheduled: □

September 6, 1971-Labor Day  
November 15, 1971-Hunting Day  
November 25 & 26, 1971-Thanksgiving  
December 23, 1971-January 3, 1972-  
Christmas Vacation

January 26, 1972-Records and Conferences  
March 30-April 3, 1972-Easter Vacation  
May 29, 1972-Memorial Day

LOSS OF SCHOOL DAYS IN EXCESS OF TWO, DUE TO AN ACT OF GOD,  
SHALL BE MADE UP.