

Aug. 21, 1974

Bergland Community School
Bergland, Mich. 49910

Bergland Community School
Bergland, Mich. 49910

CONTENTS

<u>ARTICLE</u>	<u>TITLE</u>	<u>PAGE</u>
I	Recognition	2
II	Teacher Rights	3
III	Professional Compensation	4
IV	Teaching Hours	5
V	Teaching Loads and Assignments	6
VI	Teaching Conditions	7
VII	Vacancies and Promotions	8
VIII	Transfer	8
IX	Leave Pay	8,9
X	Leaves of Absence	10,11
XI	Insurance Protection	12
XII	Teacher Evaluation	13
XIII	Protection of Teachers	14
XIV	Negotiation Procedures	14
XV	Professional Grievance Negotiations Procedures	15,16
XVI	Boards Rights and Responsibilities	17,18
XVII	Miscellaneous Provisions	19
XVIII	Teacher Responsibilities	20
XIX	Reduction of Personnel	21
XX	Duration of Agreement	22
	Schedule A	23,24
	Schedule B	25
	Calendar	26

MASTER CONTRACT

This agreement entered into this twenty-seventh day of August, 1973 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 232 of the Michigan Public Acts of 1965, to bargain with the Association as representatives 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 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 allocations, 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 August 27, 1973 and ending August 26, 1974. Provisions for additional compensation for the Co-Curricular activities are 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 one (1) day prior to the beginning of classes in August, or to remain more than one (1) day after classes end in June.
- F. The following legal holidays shall be observed and school closed: New Year's Day; Presidents' 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 (2) days per school year for the purpose of participating in annual regional State Teachers Institute, conducted by the MEA, 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 School 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 at assigned place of duty not later than 8:20 a.m.
 - 2. Teachers at assigned place of duty until 3:35 p.m.
- B. Unless permission is granted by the Administration, teachers shall leave school no earlier than 3:40 p.m.
 - 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 25 teaching and 5 supervised study period and 5 unassigned preparation periods. A teacher may elect to teach a sixth teaching class in lieu of a study hall, if acceptable to the Board representative, the Association representative, and the teacher involved. No departure from these norms, except in case of emergency, shall be authorized without prior consultation with Association Representative. In the event of any disagreement between the representative 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, and/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 reassigning 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, except for an isolated occasion of emergency, if substitutes are not available that particular date.

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 book, 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 the 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

- A. 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, at the rate of one (1) day per month commencing in September and ending in June. 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 five (5) days sick leave.
 - 1. Each teacher shall notify the administration of his intended absence, stating the nature of leave (illness or death) and where he can be contacted during the leave. Each teacher shall give such notification prior to his scheduled on-the-job starting time.
 - 2. Each teacher may be required by the administration to give his immediate superior a written, signed statement indicating the reasons for such absence, when reporting to work on the first working day following his absence. Failure to comply with this provision can result in the withholding of pay for such leave days.
- 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.

ARTICLE IX (CONTINUED)

- 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. Each teacher absent excessively because of personal illness or injury or on orders from his physician to remain absent from duty due to exposure to disease may be required by the Superintendent or his designees to report to the Board of Education; s physician for an examination at Board expense. The Board of Education physician's report and decision will be final.
- 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. 11, Tenure Law.
- B. Leaves of absence with pay not chargeable against sick leave allowance shall be granted for the following reasons:
 - 1. The parties agree that there may be personal conditions or circumstances which may require teacher absenteeism for other reasons than heretofore mentioned. The parties agree that such leave, not to be accumulated nor deducted from sick leave, may be used under the following conditions, up to a limit of two (2) days:
 - a. This leave shall be used only in situations of urgency for the purpose of conducting personal business which is impossible to transact on the weekends, after school hours, or during vacation periods.
 - b. Teachers desiring to use such leave shall submit their request, on the application form provided by the Board, at least three (3) working days in advance of the anticipated absence, except in cases of emergency for approval by the Superintendent or his designated representative. In such cases of emergency, the teacher shall apply as soon as possible. The form, with the general reason for such absence briefly explained, must be filed with the principal or immediate supervisor.
 - c. Such leave shall not be used for seeking other employment, rendering services, or working either with or without remuneration for themselves or others, for hunting or fishing, or other vacation or recreational activities, except with administration approval. It is further understood that such leave shall not be granted for the first or last day of school, nor on the first working day preceding or following a vacation period or holiday, except in cases of proven, unforeseen emergency.
 - 2. Absence when a teacher is called for jury service, and request for excuse from such service 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 1, divided by the number of days in the contractual year.

ARTICLE X --- Continued

3. Court appearance as a witness in any case connected with the teacher's employment or the school, or whenever the teacher is subpoenaed to attend such proceedings, provided 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 school, or for attending educational conferences or conventions, with administration approval.
 5. Time necessary to take selective service physical examinations.
 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 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.
- D. Unrequested leave of absence---see Article V, Section 2, paragraph 38, 11? the Michigan Teacher Tenure Act.
- E. The Board shall grant to any teacher a leave of absence, without pay, for the purpose of childbirth, with such leave to commence when the teacher is no longer able to adequately perform the duties to which she is regularly assigned. This leave is to be determined by the teacher and her physician, and shall, after the termination of the pregnancy, continue until such time as, in the written opinion of her physician, she is able to adequately perform the duties to which she is regularly assigned.
- The teacher shall be entitled to return from such leave of absence at the beginning of the next semester following childbirth, if proper application for such termination of such leave of absence is made in writing to the Board of Education. This application shall be made thirty days prior to the beginning of the semester, following childbirth, with the written permission of her physician. If such teacher does not apply in writing for re-employment, a replacement teacher will be hired for that 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 Michigan Education Association, 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 of 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 employee, health care protection for a full twelve month period for the employee's entire family through the MESSA Super Med II Program as follows. Super Med II Benefits:

Plan I. Self only.

Plan II. Self and spouse.

Plan III. Self and children.

Plan IV. Self, spouse and children.

- B. The Board will provide, without cost to the teacher, 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

- C. The Board shall make payment of insurance premiums under Paragraph A, for each full time, full contractual year employee, to assure insurance coverage for the full 12 month period commencing October 1 and ending September 30.

If an employee terminates his employment for reasons other than illness or injury prior to the end of the school year, his subsidy shall terminate the first day of the month following date of such termination.

Employees employed full time for only part of the contractual year shall receive a subsidy based on a pro-rata share.

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 Administration 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 the 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 XB

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 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 or 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, whether 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 grievance shall be submitted, in writing, to the Superintendent. Within ten (10) days after receiving the written grievance, the Superintendent will meet with the aggrieved person and/or 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 the 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 of Committee thereof will meet with the Association in an attempt to resolve the grievance.
- D. It shall be the function of the arbitrator and he shall be so empowered, except as his powers are limited below, after due investigation, to make a decision in cases of alleged violations of the specific articles and sections of this agreement.
- a. He shall have no power to add to; subtract from; disregard; alter; or modify, any of the terms of this agreement.
 - b. His powers shall be limited to deciding whether the express articles or sections of the agreement have been violated; and he shall not imply obligations and conditions binding upon the Board from this agreement, it being understood that any matter not specifically set forth herein remains within the reserved rights of the Board.

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 if 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 1973-1974 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.
- F. All teachers must maintain a plan book which contains general plans for a week in advance, and detailed lesson plans for at least one day in advance. Such plan book must be available in the building at all times at a location known to the administration.
- G. Teachers may be held responsible for school materials, equipment, and facilities assigned to them, if suitable, locked storage space is provided by the Board, and if negligence can be shown.

ARTICLE XIX

REDUCTION OF PERSONNEL

- A. In the event it becomes necessary to reduce the number of teachers, due to program elimination or reduction; to reduce the number of teachers in a given subject area or field; a substantial decrease in the number of students enrolled in the school district; or there is a substantial decrease in the revenues of the school district; the Board shall follow the procedures listed below. The decision as to whether there is existence of cause for necessary reduction of personnel may be the subject of a grievance.
- B. In the event that a reduction of personnel, as heretofore defined, shall become necessary, the Board shall first retain those teachers who possess current teaching certificates, have the longest period of continuous service in the school district, and whom are qualified to teach in those areas or disciplines to be preserved.
 - 1. Length of service is defined as unbroken service in the Bergland Community School system. Leaves of absence with or without pay, and absences due to layoff, are not to be considered a break in service. Time spent on leave or laid-off status will not count toward continuous service time.
 - 2. In the event of a lay-off, the Board will make every effort to insure that separated personnel may be placed in other teaching situations that may be under the control of the Board.
 - 3. In the event of a lay-off, the Board will institute a recall procedure which, when implemented, will insure teachers that they will be recalled in the reverse order of lay-offs. Recall may be initiated immediately upon resolution of crisis or factor which precipitated the necessary reduction in personnel.
- C. No teacher shall be discharged or laid-off pursuant to a necessary reduction in personnel, unless said teacher shall have been notified at least sixty (60) days prior to the last teaching day of the previous year.

ARTICLE XIX

DURATION OF AGREEMENT

This Agreement shall be effective as of August 22, 1973 and shall continue in effect until the twenty-first day of August, 1974.

Any action concerning the agreement or its covenants from August 22, 1973, to the date of ratification will be mutually acceptable to both parties hereto.

This Agreement shall not be extended orally and is expressly understood that it shall expire on August 21, 1974.

BERGLAND BOARD OF EDUCATION

BERGLAND EDUCATION ASSOCIATION

BY _____
President, Louis Paulman

BY _____
President, Charles Zielinski

BY _____
Secretary, Junior Gray

BY _____
Secretary-Treasurer, Elsie Virta

By _____
Treasurer, Carl R. Saubert

By _____
Association Representative,
Richard Pallin

By _____
Trustee, Thure J. Anderson, Jr.

By _____
Chairman, Negotiations Committee
Jon L. Olson

By _____
Trustee, Richard Bailey

By _____
Trustee, Dennis Erickson

By _____
Trustee, Thomas Dishneau

SCHEDULE A

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

Year of Employ	Years of Experience	BS/BA Degree Teacher	MA Degree Teacher
1	0	\$ 8,250	\$ 8,650
2	1	8,570	8,970
3	2	8,890	9,290
4	3	9,210	9,610
5	4	9,530	9,930
6	5	9,850	10,250
7	6	10,170	10,570
8	7	10,490	10,890
9	8	10,810	11,210
10	9	11,130	11,530
11	10	11,450	11,850

- 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 7, 1973, up to and including June 14, 1974, with balance of salary paid prior to June 28, 1974, if desired, or in three monthly payments on June 28, July 26, and August 27, 1974, if so requested in writing by the teacher. Annual salary of teacher shall be prorated into 26 segments for above methods 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 the teacher the salary schedule, the following method of computing experience credit shall be used:
1. One full year credit shall be given for each year a teacher has satisfactorily taught in other systems, accumulative to five (5) years.
 - a. Except; when a 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 maximum 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 employ with this district and is later rehired by the Board, all previous experience will be considered as outside experience and will be limited to five (5) years.

SCHEDULE A - Continued

- 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 pro-rata share basis.
- H. Compensation for the contractual year will be based on a total of 192 days, which includes 182 teacher-pupil contact days, 4 in-service training days, and 8 holiday and/or vacation days.

SCHEDULE B

CO-CURRICULAR ACTIVITIES

Coordinator Girls Athletics	\$ 800
Coordinator Audio-Visual Program	150
Coordinator Safety Patrol	50
Cheerleading Advisor	175
Librarian-Elementary	50
Librarian-High School	50
Basketball Coach - A Team	750
Basketball Coach - B Team	550
Grade School Coach	300
Track Coach & Assistant	500
Director - Band Program	15 per event
Sponsor - 11th Grade	90
Sponsor - 12th Grade	165

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 schedule by the Administration:

Ticket Sellers	-	\$ 7.50 per night
Score Keepers	-	5.00 per game
Timers	-	5.00 per game

SCHOOL CALENDAR
1973-1974

AUGUST

Mon	Tue	Wed	Thu	Fri	
27	28	29	30	31	School Begins Aug. 27

SEPTEMBER

Mon	Tue	Wed	Thu	Fri	
3	4	5	6	7	LABOR DAY
10	11	12	13	14	Sept. 3
17	18	19	20	21	
24	25	26	27	28	

OCTOBER

Mon	Tue	Wed	Thu	Fri	
1	2	3	4	5	Parent-Teacher Conf.
8	9	10	11	12	October 31
15	16	17	18	19	
22	23	24	25	26	
29	30	31			

NOVEMBER

Mon	Tue	Wed	Thu	Fri	
			1	2	Thanksgiving
5	6	7	8	9	Vacation -
12	13	14	15	16	Nov. 22-23
19	20	21	22	23	
26	27	28	29	30	

DECEMBER

Mon	Tue	Wed	Thu	Fri	
3	4	5	6	7	Christmas Vacation
10	11	12	13	14	Starts Dec. 21
17	18	19	20	21	
24	25	26	27	28	
31					

January

Mon	Tue	Wed	Thu	Fri	
	1	2	3	4	School Begins Jan. 3
7	8	9	10	11	Parent Teacher
14	15	16	17	18	Conference -Jan. 23
21	22	23	24	25	
28	29	30	31		

FEBRUARY

Mon	Tue	Wed	Thu	Fri	
				1	Presidents Day
4	5	6	7	8	Feb. 18
11	12	13	14	15	
18	19	20	21	22	
25	26	27	28		

MARCH

Mon	Tue	Wed	Thu	Fri	
				1	
4	5	6	7	8	
11	12	13	14	15	
18	19	20	21	22	
25	26	27	28	29	

APRIL

Mon	Tue	Wed	Thu	Fri	
1	2	3	4	5	Parent-Teacher Conf.
8	9	10	11	12	April 3.
15	16	17	18	19	Easter Vacation-
22	23	24	25	26	April 18, 19, 22
29	30				

MAY

Mon	Tue	Wed	Thu	Fri	
		1	2	3	Baccalaureate-May 26
6	7	8	9	10	Memorial Day-May 27
13	14	15	16	17	Graduation-May 30
20	21	22	23	24	School Ends-May 31
27	28	29	30	31	

182 Teacher-Pupil Contact Days
2 In-Service Days during year
2 In-Service Days (1 prior to--1 after school year)
8 Holiday-Vacation Days

194 Days--Contractual Year

Opening of School - August 27, 1973. End of 1st Semester-January 18, 1974.
Last Day of School-May 31, 1974.

Act of God Days, an excess of three (3) shall be made up by mutual agreement and rescheduled.