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Buena Vista School District #9

Buena Vista #9

MASTER AGREEMENT

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East Lansing, Mich.
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BUENA VISTA SCHOOL DISTRICT #9

PREAMBLE

This Agreement entered into this _____, 1966,
by and between the Board of Education, Buena Vista School
District #9, Saginaw, Michigan, hereinafter called the
"Board" and the Buena Vista Nine Education Association,
hereinafter called the "Association".

ARTICLE I

R E C O G N I T I O N

The Board hereby recognizes the Association as the exclusive bargaining representative to the extent required by Act 379 of the Public Acts of 1965 for the following employees: All certificated Classroom Teachers, including Guidance Counselors and School Librarian, but excluding Superintendents, Assistant Superintendents, Business Managers, Principals, Assistant Principals, Daily Substitute Teachers, Intern Teachers, Practice Teachers and Supervisory and Executive Personnel, for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, or other conditions of employment. The term "teacher" when used hereinafter in this agreement shall refer to all employees recognized in this paragraph and such references shall mean both male and female teachers.

ARTICLE II

BOARD RIGHTS

Subject to the provisions of this agreement, the Board on its own behalf and on the behalf of the electors of the district reserves unto itself full rights, authority and discretion in the discharge of their duties and responsibilities to control, supervise and manage the Buena Vista District #9 School System and its professional staff under the laws and the Constitution of the State of Michigan and of the United States.

The exercise of the foregoing rights, authority and discretion shall be limited only by the terms of this agreement and then only to the extent such terms hereof are in conformance with the Constitution and laws of the State of Michigan and the Constitution and laws of the United States.

The parties agree that this contract incorporates their full and complete understanding and that any prior oral agreements or practices are superseded by the terms of this agreement. The parties further agree that no such oral understandings or practices will be recognized in the future unless committed to writing and signed by the parties as supplement to this agreement.

ARTICLE III

DUES DEDUCTION

The present dues deduction policy shall remain in effect during the terms of this agreement.

ARTICLE IV

TEACHER RIGHTS

- A. Nothing contained herein shall be construed to prevent any individual teacher from presenting a formal grievance and having the 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.

- B. Nothing contained herein shall be construed to deny or restrict to any teacher rights he may have under the Michigan General School laws of applicable civil service laws and regulations. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.

ARTICLE V

GRIEVANCE PROCEDURES

A. Definition

1. A Grievance shall mean a complaint by a teacher in the bargaining unit that there has been as to him a violation, misinterpretation or inequitable application of a specific provision of this Agreement, except that the term "grievance" shall not apply to any matter as to which a method of review is prescribed by law.
2. As used in this Article, the term "teacher" may mean a group of teachers having the same grievance.

B. Procedure

1. The teacher who feels that he has a grievance should first take the matter up verbally with the Principal of the school (within five (5) working days following the act or condition which is the basis of his grievance), who will attempt to resolve it with him.
2. If this fails to resolve the grievance, the teacher shall reduce the grievance to writing, specifying the section of the contract he alleges is violated, the events that caused the alleged violation, and the remedy he seeks.
3. Within five working days of receipt of the grievance, the Principal shall attempt to arrange a conference with the view of satisfactorily resolving the grievance. At the time of conference, the teacher may appear personally or he may be represented by an Association representative, or both. Such conference shall be scheduled at a time when there is no disruption of normal school routine and duties of the teachers.

4. Within five working days of such conference, or longer if mutually agreed to, the Principal shall answer such grievance in writing.
5. If the grievance is not appealed from the written answer within five working days, the Principal's decision will be final.
6. If the Association does not accept the Principal's answer, the grievance may be appealed to the Superintendent of Schools by sending such notice to him within five working days from the date of the Principal's decision.
7. Within ten working days of receipt of the appeal, the Superintendent, or his designated representative, will arrange for a conference to satisfactorily resolve the grievance. Such conference shall be scheduled at a time when there is no disruption of normal school routine and duties of the teachers.
8. Within ten working days, or longer if mutually agreed to, the Superintendent, or his designated representative, shall answer such grievance in writing.
9. Such answer shall be final and binding unless appealed to the next step within ten working days from the date of the decision.
10. If the grievance is not settled at the preceding step it may be submitted to binding arbitration at the election of either party. The matters to be arbitrated shall be submitted to a board of three (3) arbitrators as follows:
 - a) Within the ten days referred to above (step 9), the party choosing to arbitrate must give written notice to the other party, setting forth specifically the nature of dispute to be arbitrated, and designating one (1) arbitrator selected by it.
 - b) Within five (5) working days from the receipt of such notice, the other party shall notify the first party of the arbitrator selected by it, and may also serve on the first party its statement of the matters to be arbitrated.
 - c) Within five (5) days after the selection of the second arbitrator, the two (2) arbitrators shall select a third. If they are unable to agree on a third arbitrator within five (5) days, the American Arbitration

Association will be asked to immediately submit a panel of five (5) arbitrators. Upon receipt of the list the Association will first strike two names, then the Board of Education will strike two names. The remaining person shall be the third arbitrator; provided, within thirty (30) days of notice of his appointment the arbitrator accepts and schedules a date for a hearing in the matter which he is to decide. If the arbitrator does not so accept and schedules a hearing as above provided, the American Arbitration Association will again be requested to immediately submit a list of five (5) names and the above procedure for selecting an arbitrator from the panel will be followed.

11. This Agreement constitutes a contract between the parties which shall be interpreted and applied by the parties and by the Board of Arbitration in the same manner as other collective bargaining agreements. The function and purpose of the Board of Arbitration is to determine disputed interpretations of terms actually found in the Agreement, or to determine disputed facts upon which the application of the Agreement depends. The Board shall therefore not have authority, nor shall it consider its function to include, the decision of any issue not submitted or to so interpret or apply the Agreement as to change what can fairly be said to have been the intent of the parties as determined by generally accepted rules of contract construction. The Board shall not give any decision which in practical or actual effect modifies, revises, detracts from or adds to any of the terms or provisions of this Agreement. Past practice of the parties in interpreting or applying terms of the Agreement can be relevant evidence, but may not be used so as to justify, or result in, what is in effect a modification (whether by addition or detracting) of written terms of this Agreement. The Board of Arbitration has no obligation or function to render decision or not to render decision merely because in its opinion such decision is fair or equitable or because in its opinion it is unfair or inequitable.

12. If either party shall claim before the arbitrators that a particular grievance fails to meet the tests of arbitrability, as the same are set forth in this Article, (Grievance Procedure) the arbitrators shall proceed to decide such issue before proceeding to hear the case upon the merits. The arbitrators shall have the authority to determine whether they will hear the case on its merits at the same hearing in which the jurisdictional question is presented. In any case where the arbitrators determine that such grievance fails to meet said test of arbitrability, they shall refer the case back to the parties without a recommendation on the merits.
13. Unless expressly agreed to by the parties, in writing, the Board of Arbitrators are limited to hearing one issue or grievance upon its merits at any one hearing. Separate Boards of Arbitration shall be constituted for each grievance appealed to binding arbitration.
14. All cases shall be presented to the Arbitrators in the form of a written brief prepared by each party setting forth the facts and its position and the arguments in support thereof. The Arbitrators may make such investigation as they may deem proper and may at their option hold a public hearing and examine the witnesses of each party and each party shall have the right to cross-examine all such witnesses and to make a record of all such proceedings.

Within thirty (30) days after the close of the hearing, or the date established for filing Post Hearing Briefs if so desired by either party, the Board of Arbitration shall issue their decision which shall be final and binding.

Cost of Arbitration

15. The fees and expenses of the third impartial arbitrator, cost of transcript (if one is requested by the Board of Arbitration), hearing room, shall be borne by the loser as evidenced by the decision of the Board of Arbitrators. Should the decision of the Arbitrators result in a compromise decision the arbitrators shall make as part of their decision a ruling as to how the above expenses shall be pro-rated.

All other expenses incurred shall be paid by the party incurring them.

ARTICLE VI

TEACHING HOURS

1. The teachers normal teaching hours in the Buena Vista schools shall be as follows:

a) High School

1. Teachers are to report at the school by eight o'clock.
2. Teachers are to be at their assigned stations by 8:05 a.m. (classes start at 8:15)
3. Normally, it is expected that classes will be dismissed by 3:38 p.m.
4. Teachers may leave the building at 4 p.m.
5. All teachers shall have at least a thirty minute duty free uninterrupted lunch period.
6. Teachers are to have at least one preparation period per day which is equal to the normal class period.

b) Junior High School and Ricker Elementary

1. Teachers are to report at the school by eight twenty (8:20 a.m.)
2. Teachers are to be at their assigned stations by (8:25 a.m.) classes begin at 8:35 a.m.).
3. Normally, it is expected that classes will be dismissed by (3:15 p.m.).
4. Teachers may leave the building at 3:35 p.m.
5. All teachers shall have at least a thirty minute duty free uninterrupted lunch period.

c) Elementary Schools

1. Teachers are to report at the school by eight-ten (8:10 a.m.).
2. Teachers are to be at their assigned station by 8:15 a.m.
3. Normally, it is expected that classes will be dismissed by three (3:00 p.m.).
4. Teachers may leave the building at 3:20 p.m.
5. All teachers shall have at least a thirty minute duty free uninterrupted lunch period.

Article VI (continued)

2. The administration may call faculty meetings which shall not exceed one hour beyond the normal quitting time.
 - a) This shall not be more often than once every two weeks.
 - b) If the administration elects to call a meeting of all or part of the teachers in the District such meeting will be between four and five o'clock and shall be in place of the meetings specified in two (2) above.

ARTICLE VII

STUDENT - TEACHER RATIO

The Board and the Association agreed that the effectiveness of the teachers is related to the student - teacher ratio.

The Board therefore agrees that for the School Year 1966-1967 the student-teacher ratio shall not exceed 30 to 1.

- a) In computing this ratio the parties agreed that the following factors will be used:
 1. Number of teachers shall include all certificated personnel, Interns shall count as 50% value of a teacher; Education Television staff as full teachers; Kindergarten teachers will count as two (2) where they teach two Kindergarten classes.
 2. Number of students - - shall include all full time students in grades K-12 in Buena Vista #9 School District.

ARTICLE VIII

TRANSFER

The Superintendent of Schools shall be responsible for the transfer of all faculty personnel.

(1) Whenever a teacher is reassigned to a different school building he shall be notified of such reassignment and may request a consultation with the Superintendent of Schools.

PROCEDURE

- A. Any faculty person desiring a transfer for the next year shall first notify the administrator to whom he is responsible, and then shall submit his request in writing to the Superintendent.
- B. The Superintendent's decision shall be final in all transfer cases.

ARTICLE IX

PROTECTION OF TEACHERS

Section 1. The Board recognizes its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom. Whenever it appears that a particular pupil requires the attention of special counselors, 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.

2. Any case of assault upon a teacher, in pursuit of his duties, shall be promptly reported to the Board or its designated representative. The Board will provide legal counsel to advise the teacher of his rights and obligations with respect to any unprovoked assault and shall render all reasonable assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities.

3. If any teacher is complained against or sued by reason of disciplinary action taken by the teacher against the student, the Board will provide legal counsel and render all necessary assistance to the teacher in his defense, provided the teacher was performing his duties in accordance with Board and school policies and was not unreasonable.

4. The provisions of this Agreement and the wages, hours, terms and conditions of employment shall be applied without regard to race, creed, religion, color, national origin, age, sex or marital status or membership in or association with the activities of any employee organization.

A. The Association agrees that any grievance concerning an alleged violation of this clause that is resolved in the Grievance Procedure will be final and binding and the Association will not participate or cooperate in any subsequent hearings.

ARTICLE X

TEACHING CONDITIONS

1. Wherever there is a bona fide need for protective clothing or equipment to carry out assigned duties it will be furnished by the Board.
2. The present policy of teachers requisitioning supplies throughout the school district will be continued. Teachers will be notified of the disposition of their requisitions.
3. Under no conditions shall a teacher be required to drive a school bus as part of his regular assignment.
4. The Board shall make available in each school adequate lunchroom, restroom and lavatory facilities for teacher use and at least one room, which shall be reserved for use as a faculty lounge in which smoking shall be permitted.
5. The Board agrees to retain the present telephone facilities and teachers may have reasonable access to them for legitimate school business.
6. The present parking facilities are considered satisfactory and teachers will continue to be provided with parking spaces.

Damage or Destruction of Property

7. Teachers shall not be held responsible for loss within the school of school property or children's property when such loss is not the fault of the teacher.

Bulletin Boards

8. At least one bulletin board or a section thereof shall be reserved in each school for the exclusive use of the Association for purposes of posting material dealing with proper and legitimate Association business.

Use of School Buildings for Association Meeting

9. The Association and its members may request the use of school buildings for their purposes in accordance with the policies established by the Board.

School Mail System

10. Teacher's mail boxes and the inter-school mail service may be used by the Association for the transmittal of communications.

Reporting of Absences

11. The teacher shall be informed of a telephone number to call prior to 7:00 a.m., to report inavailability for work. Whenever possible teachers should give the maximum amount of notice when they become aware that they will not be available for duty.

ARTICLE XI

PROFESSIONAL COMPENSATION

Full salary credit may be given for the first eight years of experience outside the school system if approved by the Board, but no credit shall be given for a fractional part of a year. Experience shall be evaluated by the Board.

Increments become effective at start of contractual year.

Granted Experience	No Degree	Bachelor's Degree	Master's Degree	Granted Experience
0	4800	5650	6000	0
1	4944	5910	6300	1
2	5088	6170	6600	2
3	5232	6430	6900	3
4	5376	6690	7200	4
5	5520	6950	7500	5
6	5664	7210	7800	6
7	5808	7470	8100	7
8	5952	7730	8400	8
9	6096	7990	8700	9
10	6240	8250	9000	10
11		8510	9300	11
12		8770	9600	12
13		9030	9900	13

In addition to the basic teacher salary as provided in the foregoing, there shall be paid the following further sums:

1. Guidance Counselor 5% of yearly contract base.
2. Dramatics Director \$250.00 per 3-act play
3. Set Director \$50.00 per 3-act play
4. Music: Marching Band

1st year	2nd year	3rd year
200.00	250.00	300.00
5. Debate Coach

200.00	250.00	300.00
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6. Special Education 5% of yearly contract base.
- 7.a) Teachers in the Senior High School who are required to give up their preparation period to substitute shall be compensated at the rate of \$4.00 per class period.
- b) The Administration will not require any teacher to substitute more than one period per day.

Football:

	<u>1st year</u>	<u>2nd year</u>	<u>3rd year</u>
a. Varsity head coach	500.00	600.00	700.00
b. Varsity assistant	250.00	300.00	350.00
c. J.V. head coach	250.00	300.00	350.00
d. J.V. assistant coach	250.00	300.00	350.00
e. Freshman head coach	250.00	300.00	350.00
f. Freshman assistant coach	150.00	175.00	200.00

Basketball:

a. Varsity head coach	500.00	600.00	700.00
b. J.V. Coach	250.00	300.00	350.00
c. Freshman Coach	250.00	300.00	350.00

Track:

a. Varsity head coach	350.00	400.00	450.00
b. Assistants	175.00	200.00	225.00
c. Freshman Coach	175.00	200.00	225.00

Cross Country:

a. Varsity Coach (no assistants)	150.00	175.00	200.00
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Wrestling:

a. Varsity coach	350.00	400.00	450.00
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Baseball:

a. Varsity head coach	350.00	400.00	450.00
b. Assistant coach	175.00	200.00	225.00
c. Freshman coach	175.00	200.00	225.00

Golf:

a. Varsity coach	100.00	125.00	150.00
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Cheerleading:

a. Woman coach	150.00	175.00	200.00
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Tennis & Swimming:

	150.00	175.00	200.00
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JUNIOR HIGH SCHOOL (8th grade)

	<u>1st year</u>	<u>2nd year</u>	<u>3rd year</u>
Flag Football:			
Head Coach	150.00	175.00	200.00
Assistant	75.00	87.50	100.00
Basketball:			
Head Coach	200.00	250.00	300.00
Assistant	100.00	125.00	150.00
Baseball:			
Head Coach	100.00	125.00	150.00
Assistant	50.00	62.50	75.00
Track-- Boys:			
Head Coach	100.00		
Assistant	50.00		
Track --Girls:			
Head Coach	100.00		
Assistant (none)	50.00		
Cheerleader:			
Head	150.00	150.00	150.00

The above schedules are minimum salaries.

ARTICLE XII

TEACHER EVALUATION

Section 1.

All evaluation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher.

Section 2.

No teacher shall be disciplined in front of students.

ARTICLE XIII

LEAVES

SICK LEAVE

1. The sick leave time off is to grant ten (10) days for the first year and all following years and any unused days will accumulate to a total of sixty. Pregnancy would not be a valid cause for the use of such leave.
2. There shall be a carry-over of accumulated total days for sick leave of sixty days, to which the number of days allowed for the current year will be added.
3. For teachers new to our district valid sick leave pay shall begin on the day following their contractual starting date.
4. A teacher with accumulated sick leave shall be entitled to have all his accrued sick leave available beginning the day employee is due to report to work (effective starting date of contract) but payment could be withheld until such time as he reports back to work and present his claim with supporting evidence of proof of his sickness.
5. Emergency leave will be granted in the case of death in the immediate family up to three (3) days time. The immediate family is to be wife, husband, children, mother or father or brother or sister of self or spouse. Extension deducted from sick leave may be granted with the approval of the administration.
6. Emergency leave in all other circumstances will be subject to the approval of the administration and will be a deduction against sick leave.

MILITARY SERVICE

1. Anyone who is drafted or called into military service, while teaching here, should be returned to a position and given full credit up to two (2) years for his service, provided an application for return is made within 90 days after discharge.
2. Teachers who voluntarily extend their tour of duty shall be considered as having terminated their employment in the school district.

SELECTIVE SERVICE EXAMINATION

Time necessary to take a selective service examination shall be chargeable against sick leave days.

JURY DUTY and COURT APPEARANCE

1. Teachers who are called to jury duty, and cannot obtain a release, shall receive the difference between the juror rate of pay and their regular salary.
2. Teachers who are required by the administration to testify on behalf of the school district shall receive the difference between the amount paid by the court and their regular salary.

ATTENDANCE AT CONFERENCE

The present policy for approved visitation at other schools or for attending educational conferences or conventions shall be continued.

MATERNITY LEAVE

A maternity leave shall be granted without pay.

Temporary withdrawal from work could be required of pregnant teachers at the secondary level following the fourth month of pregnancy and of primary teachers following the fifth month of pregnancy if the Board so requested. Automatic withdrawal from work at the end of the seventh month would be required in any case. The teacher may return to work after six weeks following delivery if superintendent of school district has received medical approval for same.

ARTICLE XIV

No Strike Pledge

The Association and the Board recognize that strikes and other forms of work stoppages by teachers are contrary to law and public policy. The Association and the Board subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the school program. The Association therefore agrees that its officers, representatives, and members shall not authorize, instigate, cause, aid, encourage, ratify, or condone, nor shall any teacher take part in any strike, slowdown or stoppage of work, boycott, professional sanctions, picketing or other interruption of activities in the school system. Failure or refusal on the part of any teacher to comply with any provision of this Article shall be cause for whatever disciplinary action is deemed necessary by the Board.

ARTICLE XV

-FINANCIAL INFORMATION

Immediately prior to contract negotiations the Board agrees to furnish to the Association reasonable information concerning the financial resources of the district, tentative budgetary requirements and allocations and such other information as will assist the Association in developing its proposals.

ARTICLE XVI

CALENDAR

Monday - Friday, August 29, September 2	Pre-School meetings
Tuesday - September 6	School Opens
Friday - October 14	End of first marking period
Thursday & Friday - October 27-28	REgion II MEA Conference Teacher's Institute
Thursday & Friday - November 24-25	No school - Thanksgiving Vacation
Friday - November 25	End second marking period
Thursday, Monday - December 22-Jan 2.	No school - Christman Vacation
Friday = January 20, 1967	End third marking -period -End of First Semester
Friday - March 3	End Fourth marking period
Thursday - Tuesday, March 23-28	No school - Easter Vacation
Friday - April 21	End Fifth marking period
Monday, Tuesday - May 29 & 30	No School
Wednesday, Thursday - June 7-8	Record Days
Friday, June 9, 1967	End of sixth marking period End of school year

ARTICLE XVII

Waiver Clause

The parties agree that all negotiable items have been discussed during the negotiations leading to this Agreement, and therefore agree that negotiations will not be re-opened on any item, whether or not contained herein or whether or not discussed at any time during negotiations, during the life of this Agreement.

ARTICLE XVIII

Savings Clause

If any provision of this Agreement or any application of the Agreement to any employee or group of employee's 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.

TERM OF AGREEMENT

This Agreement shall be effective on September 1, 1966, and shall remain in full force and effect without change, addition or amendment from September 1, 1966, to July 1, 1967, and shall be renewed from year to year thereafter, provided that either party hereto may re-open the Agreement for changes or amendments or may terminate the Agreement by serving written notice on the other party of its desire to change, amend or terminate at least sixty (60) days prior to June 30th of any year.

Date September 6, 1966.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their authorized representatives as of the Sixth day of September, 1966.

BUENA VISTA #9 SCHOOL DISTRICT
BOARD OF EDUCATION

BUENA VISTA NINE
EDUCATION ASSOCIATION

President

President

Secretary

Vice-Chairman,
Professional Negotiations
Committee

MEMORANDUM OF UNDERSTANDING

This memorandum of understanding is entered into between the Buena Vista #9 Board of Education and the Buena Vista Education Association effective _____, 1966, and will remain in effect until July 1, 1967.

In view of the fact that the parties mutually agree that some subjects are more appropriately handled as professional obligations of the teaching profession and do not constitute desirable matters under a collective bargaining agreement this understanding has been arrived at by the parties:

1. The parties agree that the issue of whether "Team Leaders" belong in the bargaining unit shall be resolved on the following basis:

a) Those Team Leaders who are in charge of one or more certificated teachers (but not externs) for three or more periods a day are considered "Supervisors" in the Recognition Clause of the Master Contract.

b) It is contemplated that this definition will result in four such positions being available in the Elementary Schools, and seven or eight such positions being available in the High School.

2. The Board recognizes the fact that during negotiations many problems were deferred as the parties did not have the necessary experience to write all the language necessary which would clearly cover the existing problems. In view of this fact the Board agrees to have at least one meeting per month during the school year with the Buena Vista Education Association negotiating committee to discuss any and all problems which are proper subjects of collective bargaining in an attempt to ascertain the proper data for future negotiations between the parties, or to discuss problems that have arisen.

Date: September 6, 1966.

President - Board of Education

President - Education Association