

BUENA VISTA #9 SCHOOL BOARD
BUENA VISTA EDUCATION ASSOCIATION
MASTER AGREEMENT

1968-69 - 1969 -70

INSTRUCTION

TABLE OF CONTENTS

PREAMBLE.....	Page 1
ARTICLE I - Recognition.....	Page 2
ARTICLE II- Board Rights.....	Page 3
ARTICLE III - Association and Teacher Rights	Page 4-5-6
ARTICLE IV - Membership, Fees and Payroll Deductions.....	Page 7-8
ARTICLE V - Grievance Procedures.....	Page 9-10-11-12
ARTICLE VI - Teaching Hours.....	Page 13
ARTICLE VII - Student Teacher Ratio.....	Page 14-15
ARTICLE VIII - Transfer and Vacancies.....	Page 16
ARTICLE IX - Protection of Teachers.....	Page 17
ARTICLE X - Teacher Evaluation.....	Page 18
ARTICLE XI - TEACHING CONDITIONS.....	Page 19-20
ARTICLE XII - Leaves of Absence, Sick Leave.	Page 21,22-23-24
ARTICLE XIII - Other Absences From Duty.....	Page 25-26-27-28
ARTICLE XIV - Blue Cross-Blue Shield.....	Page 29
ARTICLE XV - No Strike Pledge	Page 30
ARTICLE XVI - Professional Compensation.....	Page 31
Schedule "A".....	Page 32
Schedule "B".....	Page 33
Schedule "C" For 1968-69.....	Page 34-35
Schedule "C" For 1969-70.....	Page 36-37
ARTICLE XVII - School Calendars For 1968-69 1969-70.....	Page 38
ARTICLE XVIII - Waiver Clause.....	Page 39
ARTICLE XIX - Term of Agreement.....	Page 40
Memorandum of Understanding.....	Page 41-42

BUENA VISTA SCHOOL DISTRICT #9

PREAMBLE

This Agreement entered into this 7th day of June, 1968,
by and between the Board of Education, Buena Vista School
District #9, Saginaw, Michigan, hereinafter called the
"Board" and the Buena Vista Education Association, herein-
after called the "Association".

ARTICLE I

R E C O G N I T I O N

The Board hereby recognizes the Association as the sole and 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

ASSOCIATION AND TEACHER RIGHTS

A. Pursuant to the Michigan Public Employee Relations Act the Board hereby agrees that every employee of the Board shall have the right to freely organize and join and support or to refrain from organizing, joining and supporting the Association for the purpose of engaging in collective bargaining or negotiations and other activities of mutual aid and protection. As a duly elected body exercising governmental power of the code of law in the State of Michigan the Board and the Association agree that they will not directly or indirectly discourage, deprive, or coerce any teacher in the enjoyment of any rights conferred by the act or other laws of Michigan or the Constiutions of Michigan or the United States: that they will not discriminate against any teachers with respect to hours, wages, or any other terms or conditions of employment by reason of membership or by their failure to join the Association, participation or failure of participation in any activities of the Association or collective professional negotiations with the Board, or their institution of any grievance, complaint, or proceeding under this agreement or otherwise with respect to any terms of conditions of employment.

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

Bulletin Boards

- C. 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

- D. 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

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

FINANCIAL INFORMATION

- F. 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.
- G. 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 IV

MEMBERSHIP, FEES AND PAYROLL DEDUCTIONS

- A. All teachers as a condition of continued employment shall either:
1. All present employees (covered by this Agreement) who are currently paying dues to the Association (including the N.E.A. and the M.E.A.) shall, as a condition of employment with this District, continue to pay such dues for the duration of this Agreement.
 2. All new employees (covered by this Agreement) hired after the date of the execution hereof shall, as a condition of employment, pay the regular dues and/or assessments (including the N.E.A. and M.E.A.) of the Association for the duration of this Agreement.
- B. The Association shall indemnify the Board and hold it harmless against any loss or claims for damages resulting from the payment to the Association of any sums deducted under this Article and, in the event any actions or claims are commenced against the Board to recover from it any sums deducted under this Article, the Association shall intervene and defend itself against such action or claim.
- C. When an employee does not have sufficient money due him, after deductions have been made for Social Security, Insurance, Garnishments, etc., or any other deductions authorized by the employee or required by law, Association dues for that month will be collected by the Association directly from the employee.
- D. If an employee who is absent on account of illness, leave of absence, or for any other reason has no earnings due him for that period, no deductions shall be made. The Association will arrange collection of dues for that period directly with the employee.
- E. All deductions of Association dues provided for in this Article shall be automatically terminated in the event of loss of exclusive recognition by the Association.
- F. Payroll deductions for the approved organizations, (MEA, NEA, BVEA) may also be made from salaries of other certificated employees who so request.
- G. This Article shall be subject to the provisions of the Tenure Act. In the event that this Article should be challenged through the Tenure Commission, the Michigan Labor Mediation Board, or the Courts, the Association will pay the reasonable expenses of such proceedings, including the fees of legal counsel retained by the Board. If this Article shall be found to violate law, the Association shall be responsible for any loss or damage, including back pay, awarded by the Courts.

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.
3. The Association shall have the right to file a policy grievance when it appears that the contract has been violated in such a manner that no specific liability rests or will be properly paid to an individual teacher.

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 ten (10) 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 deduction) 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 of 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 with the joint consent of the Association and the Board 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.

15. COST OF ARBITRATION

The fees and expenses of the third impartial arbitrator, the cost of transcripts (if such be requested by the Board of Arbitration), and the cost of the room, shall be borne equally by the Association and the Board.

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 3:38p.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. Efforts shall be made to increase this duty-free lunch period to forty minutes.
6. Teachers are to have one preparation period per day which is equal to the normal class period.

- b) Junior High School and Special Education classes in 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 8:40 a.m.)
3. Normally, it is expected that classes will be dismissed by 3:15p.m.)
4. Teachers may leave the building at 3:35 p.m.
5. All teachers shall have a forty-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. (classes begin at 8:30 a.m.)
3. Normally, it is expected that classes will be dismissed by 3:00p.m.
4. Teachers may leave the building at 3:20 p.m.
5. All teachers shall have a thirty-minute, duty-free, uninterrupted lunch period with efforts to be made to increase this duty-free period to forty minutes.
6. It is expected that each building will make its own arrangements to regulate the teacher assignments for recesses.

2. The local building 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 central office administration elects to call an after school 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, for those teachers concerned.

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 Years 1968-69 & 1969-70 student - teacher ratio in the District shall not exceed 29 to 1 except as detailed in number 3 below.

a) In computing this ratio the parties agreed that the following factors will be used:

1. Number of teachers shall include all certificated personnel, excluding non-teaching principals, assistant principals, superintendents, assistant superintendents, and business managers. Interns shall count as 50% value of a teacher; 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.
- 3.a. Whenever the regular single teacher elementary classroom load in any room exceeds 33 the teacher shall be paid \$1.00 per day for each pupil over 33. (Effective 1969-1970 it shall be 32)
- b. If the classroom has a teacher and a CMU intern the enrollment may be $1\frac{1}{2}$ times the single teacher classroom. (No teacher will be required to accept an Intern without his permission)
- c. In Junior high school grades whenever the regular single teacher classroom enrollment exceeds 33 for the class the excess over 33 shall be compensated for at 15¢ per day. Excluded from these totals would be Typing, Physical Education, Instrumental Music, Vocal Music and library and all non-regular classroom supervision such as corridors, study hall, cafeteria, pre-school waiting rooms, post school waiting rooms, coaching, etc., etc.
- d. Junior high school teachers who have a full day assignment (seven periods) and who agree to work (if requested on a regular basis by the principal) either 30 minutes before school, 30 minutes after school or during a thirty minute portion of their lunch hour shall be compensated for such extra 30 minutes at the rate of \$3.00 per such assignments. Such extra compensation shall not be paid if the noon hour, pre-school or post-school assignments serves as one or more of the regular seven duty assignments.

- e. The maximum number of such extra compensated assignments shall not exceed two daily nor more than the number of student attendance days in the school year calendar.
- f. At the senior high school enrollment overloads in regular single teacher classrooms shall not exceed 33 for the class before extra compensation at the rate of 20¢ per day for each student in excess of the 33 will be paid. Excluded subjects shall be Typing, Physical Education, Instrumental Music, Vocal Music, Study Hall and Library, in addition to the non-regular classroom supervision such as corridors, cafeteria, pre and post school waiting rooms, coaching, etc., etc. Teachers assigned duty during their preparation period shall be paid \$6.00 for such additional duty period daily on days of student attendance.
- g. Fall enrollments shall be those of the 4th Friday of September. Second Semester enrollments shall be the 2nd Friday of the second semester. Compensation shall be for student attendance days and shall be constant for the semester if enrollment overloads exist on the fourth Friday for the first semester and/or the second Friday of the second semester.

Enrollment adjustments prior to these dates shall be excluded from being considered compensated for enrollment overloads.

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.

VACANCIES

Whenever vacancies in the bargaining unit occur during the school year and are to be filled at the start of the following school year such vacancies will be posted so that interested faculty personnel may apply for such vacancy.

ARTICLE 1X

PROTECTION OF TEACHERS

- A. 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.
- B. 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 assault and shall render all reasonable assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities.
- C. If any teacher is complained against or sued by reason of discipline 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.
- D. In the performance of regular contractual duties a teacher, without negligence on his part, shall suffer damage to his clothing or other personal property, but not including damage to automobiles or loss of money, to the extent of ten (\$10.00) dollars but not more than fifty (\$50.00) dollars per year, a claim may be submitted to the following committee for recommendation to the Board.
 1. This committee shall be composed of six members, three (3) appointed by the Association, three (3) by the Board.
 2. The Board agrees to pay any claim under this article when recommended by three (3) members of the committee.

ARTICLE X

TEACHER EVALUATION

- A. All evaluation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher.
- B. No teacher shall knowingly be disciplined in the presence of students.
- C. Copies of the principals and superintendents written evaluation shall be submitted to the teacher within 10 days of such evaluation. In the event that the teacher feels his evaluation is incomplete or unjust, he may put his objections in writing and have them attached to the evaluation report to be placed in his personal file.

ARTICLE XI
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.

Reporting of Absences

8. 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.

9. Teachers who have been employed in the district five or more years may request in writing not later than July 1 of each year to be excused from attendance of the B-I-E functions provided they report to their regular school and spend that time working in the school.

ARTICLE XII

LEAVES OF ABSENCE

A. Procedures

1. Written application for such leave shall be made by the faculty person, addressed to the Superintendent of Schools.
2. Such leave of absence shall be without compensation from this school district, except as may be determined otherwise by the Board of Education.
3. A person on leave of absence may return upon the expiration of the leave when there is a position available for which he is qualified. Application to return from a leave of absence shall be filed with the Superintendent of Schools not later than March 15 preceding the September in which he wishes to return, or not later than November 1 if he wishes to return at the beginning of the second semester of any school year.
4. No guarantee will be made to persons granted leave that they will be reinstated in the original position, but assurance will be made that they will be granted first consideration for a comparable vacancy or the same position, if vacant, as was held when leave was granted.
5. In computing service to determine the faculty person's position on the salary schedule at the expiration of the leave, time spent on leave shall not be counted as active service in the school district, except that the Superintendent of Schools may at his discretion allow part or all of such time for the following leaves:
 - a. Professional study
 - b. Temporary teaching assignments outside the district
 - c. Travel
6. Quarantine
 - a. In case of quarantine because of exposure to contagious disease which could be communicated to other personnel or pupils, the approval of a physician must be presented for the entire period of absence.

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 be gin 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 presents 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. Theimmediate 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.

In addition to the sick leave described above in Item #1 and #2 each teacher shall receive sick pay of 66 2/3% of his regular salary but not to exceed \$150.00 weekly or \$30.00 per day for an additional 60 days after his regular sick leave has been used as follows:

- a. Teachers with 60 days accumulated sick leave shall shift immediately to the additional 60 days (66 2/3% of pay not to exceed \$150.00 weekly or \$30.00 per day) upon use of their accumulated 60 days.
- b. Teachers with less than 60 days accumulated sick leave shall shift to the additional 60 days (lesser pay) 60 days after the onset of their absence caused by illness.
- c. Sick leave pay is paid only for duty days and does not cover summers or any non-duty days such as vacations, holidays, etc.
- d. Teachers on sick leave at the close of school in June (or advent of holidays or non-duty days) shall be returned to sick leave after the holidays, non-duty days, or summer provided they have not resigned, retired, moved or otherwise terminated their services to the School District.

Accumulated Sick Leave Days

Waiting Period(duty days) before additional 60 day sick leave starts.

60	None
50	10
40	20
30	30
20	40
10	50

- e. The waiting period(duty days)before the additional 60 day sick leave starts following use of regular sick leave days shall be 60 days less the regular sick leave days accumulated.

Faculty personnel shall be allowed one (1) day to be deducted from the above sick leave, in any school year for personnel business without loss of pay provided that such day is needed to handle such personal business that cannot reasonably be taken care of outside their regular working hours and further provided that a suitable replacement can be obtained by the Administration. Application shall be made one week in advance to the principal except in cases of emergency.

SELECTIVE SERVICE EXAMINATION

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

ARTICLE XIII

OTHER ABSENCES FROM DUTY

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.

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.

TYPE OF LEAVES

1. Maternity Leaves:

- a. The Board of Education may grant a leave of absence for maternity, without pay, to any regular faculty person who has been employed in the district for two (2) or more consecutive years, upon written request for such leave.
- b. Temporary withdrawal from work could be required of pregnant teachers in the secondary level following the fourth month of pregnancy and of primary teachers following the fifth month of pregnancy if the Board so requests it. Automatic withdrawal at the end of the seventh month would be required in all cases.
- c. Such leaves of absences shall be for such period of time as is necessary.
- d. The teacher may return to work after six (6) weeks after delivery provided satisfactory medical evidence is submitted to the school district provided there is an opening available.

Health and Hardship Leave

- a. Faculty personnel may be granted a leave of absence because of personal illness, accident, or other grave emergency, and for rest and recuperation.
- b. Whenever a leave of absence is granted as described the faculty person shall give acceptable medical evidence of recovered health or such other evidence as may be required by the Superintendent before being permitted to return to his duties in this school system.

Professional Study

- a. Faculty personnel who have been employed under contract for three (3) or more consecutive years, upon request, may be granted a leave of absence for one year for professional study, provided such leave does not in any way impair the program of the school.

Temporary Teaching Assignment Outside of District

- a. Faculty personnel who have been under contract in the school district for three (3) or more consecutive years or less, by approval of the Superintendent, and who have been granted tenure status in the Buena Vista #9 Schools may be granted a leave of absence, not to exceed two (2) consecutive school years, to accept a temporary teaching assignment shall be limited to exchange teaching; teaching in an American Dependency School overseas; teaching under the sponsorship of the Peace Corps, Office of Economic Opportunity, or other governmental department.
- b. Written application for such leave shall be made by the faculty person not later than sixty (60) days prior to the end of the semester following which such leave is desired.
- c. Leave of absence for such temporary teaching assignment shall be considered by the Board of Education, upon the recommendation of the Superintendent of Schools, on the basis of: outstanding teaching record, length of service and other education activities, and demonstrated ability to discuss educational policies and practices in and before professional groups.

Travel

- a. Faculty personnel who have been employed under contract for 10 or more consecutive years, upon written request, may be granted, without pay, a leave of absence for travel provided such leave does not in any way impair the program of the school.

3. Other absences from duty may be authorized by the Administration.

ARTICLE XIV

BLUE CROSS - BLUE SHIELD

Effective with the start of the 1968-69 school year the Board agrees to impliment the Blue Cross-Blue Shield Plan MUF-1 in accordance with the then applicable regulations promulgated by Blue Cross - Blue Shield for all employees in this unit and pay the entire cost for twelve months, provided the teacher completes his contracted year.

ARTICLE XV

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 XVI

PROFESSIONAL COMPENSATION

- A. Full salary credit may be given for the first eight years of experience outside the school system if approved by the Board. Experience shall be evaluated by the Board.

- B. Partial Years of Credit:
 - a) Teachers who work more than fifty per cent (50%) of a semester and cease working to go on an approved leave shall be placed at the next one-half step of the salary schedule upon their full time return to the district.

SCHEDULE "A" 1968-69

Granted Experience	Less Than Four Year Degree	132 S.H. or Bachelor's Degree	165 S.H. or Master's Degree	198 S.H. or Education Specialist Degree
0	5325	6750	7200	
1	5535	7020	7510	
2	5745	7290	7820	
3	5955	7560	8130	
4	6165	7830	8440	
5	6375	8100	8750	
6	6585	8370	9060	
7	6795	8640	9370	9870
8	7005	8910	9680	10180
9	7215	9180	9990	10490
10	7425	9450	10300	10800
11		9720	10610	11110
12		9990	10920	11420
13		10260	11230	11730

SCHEDULE "A" 1969-70

Granted Experience	Less Than Four Year Degree	132 S.H. or Bachelor's Degree	165 S.H. or Master's Degree	198 S.H. or Education Specialist Degree
0	5500	7150	7650	
1	5715	7425	7965	
2	5930	7700	8280	
3	6145	7975	8595	
4	6360	8250	8910	
5	6575	8525	9225	
6	6790	8800	9540	10090
7	7005	9075	9855	10405
8	7220	9350	10170	10720
9	7435	9625	10485	11035
10	7650	9900	10800	11350
11		10175	11115	11665
12		10450	11430	11980
13		10725	11745	12295

SCHEDULE "B" FOR 1968-69

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

1. Guidance Counselor 5% of yearly contract base
2. Dramatics Director (s) - Limit \$950.00 \$100.00 per 1-act play
\$250.00 per 3-act play
3. Set Director (s) - Limit \$200.00 \$25.00 per 1-act play
\$50.00 per 3-act play
4. Music:

	1st year	2nd year	3rd year
Senior High School Band	\$225.00	\$275.00	\$325.00
Junior High School Band	\$100.00	\$125.00	\$150.00
5. Debate Coach \$200.00 \$250.00 \$300.00
6. Special Education 8% of yearly contract base
7. (a) Teachers at the Senior High School who are required by the School Administration to give up their sole preparation period to perform substitute duties shall be compensated at the rate of six (\$6.00) dollars for this period.
 (b) The administration will not require any teacher to substitute more than one period a day.
 (c) Secondary teachers who accept assignments before school or during noon hour and who still carry a full duty load exclusive of the pre-school or noon hour assignment shall be compensated at the rate of six (\$6.00) dollars per hour of such extra assignment or \$3.00 per one-half hour. Such extra compensation shall be paid for pupil attendance only with 180 days being maximum for any one year. Daily maximum may not exceed one hour of such extra duty.

SCHEDULE "B" FOR 1969-70

In addition to the basic teacher's 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 (s) - Limit \$1,016.50 \$107.00 per 1-act play
\$267.50 per 3-act play
3. Set Director (s) - Limit \$214.00 \$26.75 per 1-act play
\$53.50 per 3-act play
4. Music

	1st year	2nd year	3rd year
Senior High School Band	\$240.75	\$294.25	\$347.75
Junior High School Band	\$107.00	\$133.75	\$160.50
5. Debate Coach \$214.00 \$267.50 \$321.00
6. Special Education 8% of yearly contract base.
7. (a) - (b) - (c) Same as previous year.

SCHEDULE "C" FOR 1968-69

Football:

	<u>1st year</u>	<u>2nd year</u>	<u>3rd year</u>
a. Varsity head coach	600.00	700.00	800.00
b. Varsity assistant	300.00	350.00	400.00
c. J. V. Head coach	300.00	350.00	400.00
d. J. V. assistant coach	300.00	350.00	400.00
e. Freshman head coach	300.00	350.00	400.00
f. Freshman assistant coach	200.00	225.00	250.00

Basketball:

a. Varsity head coach	600.00	700.00	800.00
b. J. V. coach	300.00	350.00	400.00
c. Freshman coach	300.00	350.00	400.00

Track:

a. Varsity head coach	400.00	450.00	500.00
b. Assistants	200.00	225.00	250.00
c. Freshman coach	200.00	225.00	250.00
d. Freshman assistant coach	100.00	112.50	125.00

Cross Country:

a. Varsity coach (no assistants)	175.00	200.00	225.00
----------------------------------	--------	--------	--------

Wrestling:

a. Varsity coach	400.00	450.00	500.00
------------------	--------	--------	--------

Baseball:

a. Varsity head coach	400.00	450.00	500.00
b. Assistant coach	200.00	225.00	250.00
c. Freshman coach	200.00	225.00	250.00

Golf:

a. Varsity coach	125.00	150.00	175.00
------------------	--------	--------	--------

Cheerleading:

a. Woman coach	175.00	200.00	225.00
----------------	--------	--------	--------

Tennis & or Swimming:

	175.00	200.00	225.00
--	--------	--------	--------

SCHEDULE "C" Continued For 1968-69

JUNIOR HIGH SCHOOL (8th grade)

	<u>1st year</u>	<u>2nd year</u>	<u>3rd year</u>
Flag Football:			
a. Head Coach	175.00	200.00	225.00
b. Assistant	87.50	100.00	112.50
Basketball:			
a. Coach - 8th	225.00	275.00	325.00
b. Coach - 7th	225.00	275.00	325.00
Baseball:			
a. Head Coach	125.00	150.00	175.00
b. Assistant	62.50	75.00	87.50
Track - Boys:			
a. Head coach	100.00		
b. Assistant	50.00		
Track - Girls:			
a. Head coach	100.00		
b. Assistant	50.00		
Cheerleading:			
a. Coach - 9th	150.00	175.00	200.00
b. Coach - 7th and 8th	75.00	87.50	100.00

The above schedules are minimum salaries. On or about November 15 and March 15, upon written request of the Association, the Board shall report all or any above schedule compensation paid to members of the bargaining unit.

SCHEDULE "C" FOR 1969-70

Football:

	<u>1st year</u>	<u>2nd year</u>	<u>3rd year</u>
a. Varsity head coach	642.00	749.00	856.00
b. Varsity assistant	321.00	374.50	428.00
c. J. V. Head coach	321.00	374.50	428.00
d. J. V. Assitant coach	321.00	374.50	428.00
e. Freshman head coach	321.00	374.50	428.00
f. Freshman assistant coach	214.00	240.75	267.50

Basketball:

a. Varsity head coach	642.00	749.00	856.00
b. J. V. Coach	321.00	374.50	428.00
c. Freshman coach	321.00	374.50	428.00

Track:

a. Varsity head coach	428.00	381.50	535.00
b. Assistants	214.00	240.75	267.50
c. Freshman coach	214.00	240.75	267.50
d. Freshman assistant coach	107.00	120.38	267.50

Cross Country:

a. Varsity coach (no assistants)	187.25	214.00	240.75
----------------------------------	--------	--------	--------

Wrestling:

a. Varsity coach	428.00	481.50	535.00
------------------	--------	--------	--------

Baseball:

a. Varsity head coach	428.00	481.50	535.00
b. Assistant coach	214.00	240.75	267.50
c. Freshman coach	214.00	240.75	267.50

Golf:

a. Varsity coach	133.75	160.50	187.25
------------------	--------	--------	--------

Cheerleading:

a. Woman coach	187.25	214.00	240.75
----------------	--------	--------	--------

Tennis & or Swimming:

	187.25	214.00	240.75
--	--------	--------	--------

SCHEDULE "C" 1969-70 Continued

JUNIOR HIGH SCHOOL (8th grade)

Flag Football:

a. Head Coach	187.25	214.00	240.75
b. Assistant	93.63	107.00	120.38

Basketball:

a. Coach - 8th	240.75	294.25	347.75
b. Coach - 7th	240.75	294.25	347.75

Baseball:

a. Head Coach	133.75	160.50	187.25
b. Assistant	66.88	80.25	93.63

Track - Boys:

a. Head Coach	107.00
b. Assistant	53.50

Track - Girls

a. Head Coach	107.00
b. Assistant	53.50

Cheerleading:

a. Coach - 9th	160.50	187.25	214.00
b. Coach - 7th and 8th	80.25	93.63	107.00

The above schedules are minimum salaries. On or about November 15 and March 15, upon written request of the Association, the Board shall report all or any above schedule compensation paid to members of the bargaining unit.

BUENA VISTA #9 SCHOOL CALENDAR INFORMATION FOR 1968-69; Start 8/28/68 End 6/13/69

Based on Mandatory 180 days of actual student attendance plus:

- 1-- Four days of pre-school meetings for all teachers. (8/28-29-30-9/3)
- 2-- Two days of teacher attendance at MEA Institute. (10/24-10/25)
- 3-- Two days for marking, etc. following end of first semester (or curriculum work) (1/27, 1/28).
- 4-- Two days for end of year work, etc. (6/10-6/13).
- B-- Vacations -- Excluded from either duty days or session days:
 - 1-- Labor Day, September 2, 1968.
 - 2-- Thanksgiving Break--Thursday-Friday, November 28-29, 1968.
 - 3-- Christmas Break (Two Weeks) 12/23/68--1/3/69. (School closes Friday 12/20/68 Re-opens Monday, 1/6/69).
 - 4-- Spring Break--Thursday-Friday, Monday, Tuesday, 4/3, 4/4, 4/7, 4/8 at Easter time.
 - 5-- Decoration Day-- Friday, May 30, 1969.

<u>Week Of</u>	<u>Duty Days</u>	<u>Session Days</u>
August 28-29-30	3	0
September 2--6	4	3
September 9--13	5	5
September 16--20	5	5
September 23--27	5	5
September 30--October 4	5	5
October 7--11	5	5
October 14--18	5	5
October 21--25	5	3
October 28, November 1	5	5
November 4--8	5 -- 52 Duty Days	5 -- 46 Session Days

End of First Marking Period, Friday, November 8, 1968

November 11--15	5	5
November 18--22	5	5
November 25--29	3	3
December 2--6	5	5
December 9--13	5	5
December 16--20	5	5
January 6--10, 1969	5	5
January 13--17	5	5
January 20--24	5 -- 43 Duty Days	5 -- 43 Session Days

End of 2nd Marking Period (1st Sem) Friday, 1/24/69-Sem. TOTALS: 95 Duty-89 Session

<u>Week Of</u>	<u>Duty Days</u>	<u>Session Days</u>
January 27--31	5	(M-Tues, 1/27-28, Marking- 3 etc.)
February 3--7	5	5
February 10--14	5	5
February 17--21	5	5
February 24--28	5	5
March 3--7	5	5
March 10--14	5	5
March 17--21	5	5
March 24--28	5	5
March 31--April 4	3 -- 48 Duty Days	3 -- 46 Session Days

End of Third Marking Period, Wednesday, April 2, 1969

April 7--11	3	3
April 14--18	5	5
April 21--25	5	5
April 28--May 2	5	5
May 5--9	5	5
May 12--16	5	5
May 19--23	5	5
May 26--30	4	4
June 2--6	5	5
June 9--13	5 -- 47 Duty Days	3 -- 45 Session Days

End of Fourth Marking Period, Friday, June 13, 1969.

End of Second Semester -- 6/13/69 - 95 Duty Days 91 Session Days

End of School Year - - 190 Duty Days 180 Session Days

B.V.#9 SCHOOL CALENDAR INFORMATION FOR 1969-1970 - Start 8/27/69 - End 6/12/70

A--- Based on mandatory 180 days of actual student attendance plus:

- 1--Four days of pre-school meetings for all teachers. (8/27-28-29-9/2)
- 2--Two days of teacher attendance at MEA Institute. (Late October)
- 3--Two days for marking, etc. at end of first semester (or curriculum work)
M.-Tues.- 1/26-27)
- 4--Two days for end of year work, etc. (6/11-12)

B--- Vacations-- Excluded from either duty or session days:

- 1--Labor Day--September 1, 1969.
- 2--Thanksgiving Break, Thursday, Friday, November 27-28, 1969.
- 3--Christmas Break (Two Weeks) December 22, 1969--January 2, 1970.
- 4--Spring Break- Thursday-Friday, Monday-Tuesday, March 26-27, March 30-31.
- 5--Pre-Decoration Day -Friday, May 29, 1970.

<u>Week Of</u>	<u>Duty Days</u>	<u>Session Days</u>
August 27-28-29	3	0
September 1--5	4	3
September 8--12	5	5
September 15--19	5	5
September 22--26	5	5
September 29 -October 3	5	5
October 6--10	5	5
October 13--17	5	5
October 20--24	5	5
October 27--31	5	3
November 3--7	5 -- 52 Duty Days	5 -- Session Days ⁴⁶

End of First Marking Period, Friday, November 7, 1969.

November 10--14	5	5
November 17--21	5	5
November 24--28	3	3
December 1---5	5	5
December 8--12	5	5
December 15--19	5	5
January 5--9, 1970	5	5
January 12--16	5	5
January 19--23	5 -- 43 Duty Days	5--43 Session Days

End of Second Marking Period - Friday, January 23, 1970

End of First Semester -1/23/70

95 Duty Days

89 Session Days

School Year Calendar for 1969-70 - B.V. #9 S/D - (continued)

<u>Week Of</u>	<u>Duty Days</u>	<u>Session Days</u>
January 26--30	5	3
February 2--6	5	5
February 9--13	5	5
February 16--20	5	5
February 23--27	5	5
March 2---6	5	5
March 9--13	5	5
March 16--20	5	5
March 23--27	3	3
March 30-April 3	3	3
April 6--10	5 --51 Duty Days	5--49 Session Days
<hr/>		
End of Third Marking Period - 4/10/70		
April 13--17	5	5
April 20--24	5	5
April 27--May 1	5	5
May 4---8	5	5
May 11--15	5	5
May 18--22	5	5
May 25--29	4	4
June 1---5	5	5
June 8--12	5-- 44 Duty Days	3--42 Session Days
<hr/>		
End of Fourth Marking Period - 6/12/70		
	95 Duty Days	91 Session Days
TOTALS:	190 Duty Days	180 Session Days

ARTICLE XVIII

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 employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

ARTICLE XIX
TERM OF AGREEMENT

This Agreement shall be effective on July 1, 1968, and shall remain in full force and effect without change, addition, or amendment from this date to June 30, 1970, 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.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their authorized representatives as of the 7th Day of June, 1968.

BUENA VISTA #9 SCHOOL DISTRICT
BOARD OF EDUCATION

BUENA VISTA
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 July 1, 1968, and will remain in effect until June 30, 1970.

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 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.

2. 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 or five such positions being available in the Elementary Schools and seven or eight such positions being available in the High School
3. The Board agrees to study the problem of preparation periods in the Junior High School with the possibility of improving the program in the school during 1969-70.

Date: June 7, 1968

President-Board of
Education

President-Education Association

Change agreed to on Sep 10, 1969 (Buena Vista)

B. V. SCHOOL CALENDAR INFORMATION FOR 1969-1970 - Start 8/27/69 - End 6/12/70

A--- Based on mandatory 180 days of actual student attendance plus:

Voted by Teachers on Aug 27, 1969.

1--Four days of pre-school meetings for all teachers. (8/27-28-29- 9/2)

2--Two days of teacher attendance at MEA Institute. (Thursday, October 23 and Friday, October 24, 1969.

3--Two days for marking, etc., at end of first semester (or curriculum work) (Thursday, Friday, January 22-23, 1970)

4--Two days for end of year work, etc. (6/11-12/70)

B--- Vacations-- Excluded from either duty or session days:

1--Labor Day -- September 1, 1969.

2--Thanksgiving Break, Thursday, Friday, November 27-28, 1969.

3--Christmas Break (End of day Tuesday, December 23, 1969 - to re-open Monday, January 5, 1970).

4--Spring Break (End of day Thursday, March 26, 1970 - to re-open Monday, April 6, 1970).

5--Pre-Decoration Day - Friday, May 29, 1970.

Vote:
92 for the Change
58 against the Change

Addition of 2 yr Agreement

Week Of	Duty Days	Session Days
August 27-28-29	3	0
September 1--5	4	3
September 8--12	5	5
September 15--19	5	5
September 22--26	5	5
September 29-October 3	5	5
October 6--10	5	5
October 13--17	5	5
October 20--24	5	3
October 27--31	5	5
November 3---7	5 -- 52 Duty Days	5--46 Session Days

RECEIVED

OCT 2 1969

OFFICE OF
PROFESSIONAL NEGOTIATIONS

End of First Marking Period, Friday, November 7, 1969.

November 10--14	5	5
November 17--21	5	5
November 24--28	3	3
December 1---5	5	5
December 8--12	5	5
December 15--19	5	5
December 22--26	2	2
January 5--9, 1970	5	5
January 12--16	5	5
January 19--23	5 -- 45 Duty Days	3- 43 Session Days

End of Second Marking Period - Friday, January 23, 1970 - End of First Semester- 1/23/70

Semester Totals = 97 Duty Days

Page 38 - C

89 Session Days

School Year Calendar for 1969-70 - (continued)

<u>Week Of</u>	<u>Duty Days</u>	<u>Session Days</u>
January 26--30	5	5
February 2--6	5	5
February 9--13	5	5
February 16--20	5	5
February 23--27	5	5
March 2---6	5	5
March 9---13	5	5
March 16--20	5	5
March 23--27	4	4
March 30- April 3	0	0
April 6--10	5 -- 49 Duty Days	5 -- 49 Session Days

End of Third Marking Period - 4/10/70

April 13--17	5	5
April 20--24	5	5
April 27--May 1	5	5
May 4---8	5	5
May 11--15	5	5
May 18--22	5	5
May 25--29	4	4
June 1---5	5	5
June 8--12	5 -- 44 Duty Days	3 -- 42 Session Days

End of Fourth Marking Period - 6/12/70

Semester Totals - 93 Duty Days 91 Session Days

YEARLY TOTALS: 190 Duty Days 180 Session Days