

6-30-76

LABOR AND INDUSTRIAL
RELATIONS LIBRARY
Michigan State University

A G R E E M E N T

between

Board of Education
Buena Vista School District

and

Buena Vista Education Association

Buena Vista School District

Buena Vista School District
Saginaw, Michigan

*Buena Vista School District
705 N. Towerline Road
Saginaw, Mich. 48601*

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A G R E E M E N T

This Agreement entered into this twenty fourth (24th) day of September, 1974, by and between the Board of Education, Buena Vista School District, Saginaw, Michigan, hereinafter called the "Board" and the Buena Vista Education Association, hereinafter called the "Association".

ARTICLE I

RECOGNITION

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 Team Teachers and School Librarian, but excluding Superintendents, Assistant Superintendent, 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 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this contract incorporates their full and complete understanding and that any prior oral agreements or practices are superseded by the terms of this Agreement.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 Constitutions 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 to 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.

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.

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.

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

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.

1. The Association agrees that any grievance concerning an alleged violation of this clause that is resolved in Arbitration and 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 and assessments to the Association (including the N.E.A. and the M.E.A.) shall, as a condition of employment with the District, continue to pay such dues and assessments 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 the 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 PROCEDURE

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 covered by the Michigan Tenure Act.

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 (5) 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 (5) 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 (5) 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 (5) working days from the date of the Principal's decision.

7. Within ten (10) 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 (10) 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 (10) 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 (10) 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 (2) 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 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 normal Teacher hours in the Buena Vista School District shall not exceed seven and one-half (7 1/2) clock hours per day (This does not count those teachers assigned and paid for extra duties).

(a) Elementary teachers (K-6) shall not be required to exceed 5 1/2 hours of pupil contact per day.

(b) Secondary teachers (7-12) shall not be required to exceed 5 hours of pupil contact per day (or equivalent) provided further, that each secondary teacher is assigned one preparation period per day.

2. All teachers will be guaranteed a minimum of forty (40) minutes uninterrupted lunch period during their normal work day.

3. The administration may call a faculty meeting which shall not exceed one (1) hour beyond the normal quitting time.

(a) This shall not be more often than once every two (2) weeks.

4. The Administration agrees that in the Elementary schools every effort shall be made to reduce interruptions for such things as faculty announcements or meetings and assure, in so far as possible, the teachers a block of time that can be used for their preparation of regular classroom assignments.

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 the 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. Kindergarten teachers will count as two (2) where they teach two (2) Kindergarten classes.

2. Number of students - - shall include all full-time students in grades K-12 in Buena Vista School District.

3. a. Whenever the regular single teacher elementary classroom load in any room exceeds 32 the teacher shall be paid \$2.47 per day for each pupil over 32.

b. In Junior High School grades whenever the regular single teacher classroom enrollment exceeds 32 for the class the excess over 32 shall be compensated for at 37¢ 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.

c. Junior High School teachers who have 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 \$4.33 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.

d. The maximum number of such extra compensated assignments shall not exceed two (2) daily nor more than the number of student attendance days in the school year calendar.

e. At the Senior High School enrollment overloads in regular single teacher classrooms shall not exceed 32 for the class before extra compensation at the rate of 47¢ per day for each student in excess of the 32 will be paid. Excluded subjects shall be Typing, Physical Education, Instrumental Music, Vocal Music, Study Hall and Library, in addition to the non-regular class room supervision such as corridors, cafeteria, pre and post school waiting rooms, coaching, etc., etc. Teachers assigned duty during their preparation period shall be paid \$7.50 for such additional duty period daily on days of student attendance.

f. 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

TRANSFERS & VACANCIES

A. 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, in writing, of such reassignment at the earliest possible date and may request a consultation with the Superintendent of Schools.

B. 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.

C. The Superintendent's decision shall be final in all transfer cases.

D. Whenever vacancies or new positions 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 in each building so that interested faculty personnel may apply for such vacancy.

During the summer a memorandum will be sent to the B.V.E.A. President.

ARTICLE IX

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 represent-

ative. 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 eighty-five (\$85.00) 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 (6) 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 a majority of the committee.

E. Time loss by teachers in connection with any incident mentioned in this Article shall not be charged against the teachers accrued sick leave.

F. Any medical bills incurred as part of the activities covered under this Article that is not paid for by the Health Insurance will be paid by the School District.

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. Probationary teachers shall be evaluated at least once each semester.

C. No teacher shall knowingly be disciplined in the presence of students or other non-certified personnel.

D. Whenever evaluation of teachers is based on information supplied by parents or students, such information and the name of the individual

submitting such information will be made available to the teacher.

E. Copies of the Principals and Superintendents written evaluation shall be submitted to the teacher within ten (10) days of such evaluation.

F. 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.

Any disagreements concerning this evaluation will be subject to review by the Superintendent of Schools.

ARTICLE XI

TEACHING CONDITIONS

A. Wherever there is a bona fide need for protective clothing or equipment to carry out assigned duties it will be furnished by the Board.

B. The present policy of teachers requisitioning supplies throughout the school district will be continued. Teachers will be notified of the disposition of their requisitions.

C. Under no conditions shall a teacher be required to drive a school bus as part of his regular assignment.

D. 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.

E. The Board agrees to retain the present telephone facilities and teachers may have reasonable access to them for legitimate school business.

F. The present parking facilities are considered satisfactory and teachers will continue to be provided with parking spaces.

Damage or Destruction of Property

G. 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

H. 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.

Problem Children

I. Identification of problem children will begin with the recommendation of the professional staff. This recommendation will include the documentation by the classroom teacher and/or Administration of the behavior or symptoms of the child. The administration will then attempt to take such corrective action as calling in the child's parents, the family physician and such other experts as might be available in the School System, and maintain a record of such attempts for periodic review and evaluation. In the absence of any specific school specialist, the Administration agrees that it will whenever possible, use available agencies in the community, such as United Fund Family Case Work Agencies, Child Guidance Clinic, etc.

J. The Board shall provide

1. A separate desk for each classroom in the district.
2. Copies, exclusively for each teacher's use, of all texts used in each of the courses he is to teach.
3. Reasonable requests for dictionaries will be honored for each classroom.
4. Upon request laboratory coats for laboratory science teachers and shop coats for vocational and industrial education teachers.
5. The Board shall maintain in each school the present adequate lunchroom, restroom and lavatory facilities exclusively for teachers use and at least one room, appropriately furnished, which shall be reserved for use as a faculty work room in which smoking shall be permitted. Provision for such facilities will be made in all future buildings.
6. Telephone facilities shall be made available to teachers for their reasonable use.
7. Teachers shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety or well-being.

K. The Board agrees to make available typing, duplicating, stencil and mimeograph facilities, a copying machine, and clerical personnel to aid teachers in the preparation of instructional material.

L. The Board recognizes that appropriate texts, library reference books, maps and globes, lab equipment, audio-visual equipment, art supplies, athletic equipment, current periodicals, student texts, and similar materials are the tools of the teaching profession.

Whenever teachers request any of the above materials, they will be informed as to the status of the requisitions.

M. Innovative and experimental programs will continue to be encouraged by the Board and will be implemented only after such programs have been discussed with the staff or department directly affected and, when possible, will be preceded by distribution of available information about the program.

Efforts will be made to keep the staff apprised of the effectiveness of the program during its period of continuance.

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.
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

- A. 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.
- B. There shall be a carry-over of accumulated total days for sick leave of sixty (60) days, to which the number of days allowed for the current year will be added.
- C. For teachers new to our district valid sick leave pay shall begin on the day following their contractual starting date.
- D. A teacher with accumulated sick leave shall be entitled to have all his accrued sick leave available beginning the day an 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.
- E. Emergency leave will be granted in case of death in the immediate family up to three (3) days time. Two (2) additional days will be granted if necessary but will be deducted from sick leave. The immediate family is to be wife, husband, children, mother, father, grandmother, grandfather, brother or sister of self or spouse. Further extensions deducted from sick leave may be granted with the approval of the Administration.
- F. Emergency leave in all other circumstances will be subject to the approval of the administration and will be a deduction against sick leave.
- G. In addition to the sick leave described above in Section A and B

each teacher shall receive sick pay of 66 2/3% of his regular salary for an additional sixty (60) days after his regular sick leave has been used as follows:

1. Teachers with sixty (60) days accumulated sick leave shall shift immediately to the additional sixty (60) days (66 2/3% of pay) upon use of their accumulated sixty (60) days.
2. Teachers with less than sixty (60) days accumulated sick leave shall shift to the additional sixty (60) days (lesser pay) sixty (60) days after the onset of their absence caused by illness.
3. Sick leave pay is paid only for duty days and does not cover summers or any non-duty days such as vacations, holidays, etc.
4. 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 days sick leave starts.
60	None
50	10
40	20
30	30
20	40
10	50

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

H. Faculty personnel shall be allowed two (2) days 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 three (3) days in advance to the Principal except in cases of emergency.

OTHER ABSENCES FROM DUTY

MILITARY SERVICE

A. 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 ninety (90) days after discharge.

B. 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

C. 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.

D. 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

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

TYPES OF LEAVES

F. Health and Hardship Leave:

1. Faculty personnel may be granted a leave of absence because of personal illness, accident, or other grave emergency, and for rest and recuperation.

2. 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.

G. Professional Study:

1. 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.

2. The Board, after a teacher has been employed at least seven (7) consecutive years by said Board, and at the end of each additional period of seven (7) or more consecutive years of

employment, may grant said teacher a sabbatical leave for professional improvement not to exceed two (2) semesters at any one time. Provided, that the teacher holds a permanent, life or continuing certificate, or is engaged in teaching in a school maintained by the Board. During said sabbatical leave the teacher shall be considered to be in the employe of the said Board, shall have a contract, and may be paid compensation as provided on the salary schedule of said Board.

H. Temporary Teaching Assignment Outside of District:

1. 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 Schools may be granted a leave of absence not to exceed two (2) consecutive school years, to accept a temporary teaching assignment. This 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.

2. 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.

3. 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.

I. Travel:

1. Faculty personnel who have been employed under contract for ten (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.

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

K. Association Conferences

The Board of Edtcation shall permit a person or persons designated by the Association a maximum of twenty (20) man days total absence,

without loss of pay, to attend Association business, provided the Association reimburses the Board for the cost of the substitute teacher. The Association shall make such request one (1) week prior to the date of such conference. No more than five (5) individuals will be granted leave at one time unless specifically approved by the Administration.

ARTICLE XIV

BLUE CROSS - BLUE SHIELD

Effective with the start of the 1972-1973 School Year the Board agrees to impliment the Blue Cross - Blue Shield Plan MVF-1 with Option IV and Rider ML 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 (12) months, provided, the teacher completes his contracted year. Effective with the start of the 1973-74 school year the Board will provide the MVF-2 Blue Cross - Blue Shield Plan.

The Board will provide in addition to the above coverage Major Medical coverage.

ARTICLE XV

INSURANCE

The Board will provide \$7,500 Term Life Insurance AD & D as soon as practical for all teachers subject to the terms of the carrier. This shall be increased to a total of \$10,000 effective with the 1975-76 School Year.

ARTICLE XVI

DENTAL INSURANCE

The Parties agree that as soon as practical after ratification of this Agreement, the employer will provide a dental plan with Class I and Class II benefits for all employees that provides a repayment of 50% or mutually agreed by the parties.

ARTICLE XVII

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 or work, boycott, professional sanctions, picketing or other interruptions 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 XVIII

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:

1. 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.

ARTICLE XIX

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 XX

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 XXI

NEW POSITIONS

Whenever the Administration creates a new position in the bargaining unit the School District will make every effort to post such position throughout the School District, at least five (5) days prior to such position being filled by the Administration.

ARTICLE XXII

DAILY SUBSTITUTES

A. Unless specifically provided for in this Article the other provisions of the Master Agreement do not apply to daily substitute teachers in the system.

Degree Teachers

Daily	\$30.00
Five or more consecutive days	31.00
Same classroom five or more consecutive days	32.00
Same classroom sixteen (16) consecutive days or more	45.00

B. Provisions of Agreement that apply to daily substitute teachers:

1. Association and Teacher Rights
2. Grievance Procedure
3. Teaching Hours
4. Student - Teacher Ratio
5. Protection of Teachers
6. Teaching Conditions

ARTICLE XXIII

This Agreement shall be effective on July 1, 1974, and shall remain in full force and effect without change, addition, or amendment from this date to June 30, 1976, 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 30th day of September 1974.

BUENA VISTA SCHOOL DISTRICT

BUENA VISTA EDUCATION ASSOCIATION

SCHEDULE "A"

1974-1975

B.A.	M.A.	Ed. Spec.
8,772	9,282	
9,257	9,920	
9,665	10,430	
10,073	10,991	
10,532	11,399	
10,991	11,960	
11,501	12,470	
12,011	12,980	
12,521	13,490	14,229
13,031	14,000	14,663
13,541	14,612	15,224
14,051	15,224	15,632
14,561	15,836	16,371

Note: The above salary schedule represents a 2% increase over the 1973-74 salary schedule. In addition the Board will pay 100% of teacher retirement costs.

1975-1976

B.A.	M. A.	Ed. Spec.
9,386	9,932	
9,905	10,614	
10,342	11,160	
10,778	11,760	
11,269	12,197	
11,760	12,797	
12,306	13,343	
12,852	13,889	
13,397	14,434	15,225
13,943	14,980	15,689
14,489	15,635	16,290
15,035	16,289	16,726
15,580	16,945	17,516

Note: The above salary schedule represents a 7% increase at each step over the 1974-75 salary schedule.

1. Teachers who were employed on June 12, 1970 and had, or who obtained, 165 hours of credit, 33 of which are Graduate level courses with a B or better average shall be paid on the Masters level. Teachers receiving compensation on this Masters level as of June 12, 1970 shall continue to receive such compensation.
2. After June 12, 1970 new teachers must have a Master's degree to be paid on the Masters level.
3. After June 12, 1970 new teachers must possess a Doctor's or Education Specialist Degree to be paid on the Education Specialist level. Teachers receiving compensation on the Education Specialist level as of June 12, 1970 shall continue to receive such compensation.
4. Teachers who have earned the maximum years of experience shall receive a three (3%) percent increase on their respective scale for each five (5) years experience beyond the Salary Schedule maximum.
(Effective 1975-1976)

SCHEDULE "B"

	1974-75	1975-76
1. Guidance Counselor	5% of yearly contract base	
2. Dramatics Director		
per 1 act play	175	187
per 3 act play	347	370
3. Set Director		
per one act play	59	63
Per 3 act play	116	124
4. Music		
Senior High Marching Band		
Step one	464	495
Step Two	579	617
Step Three	695	741
Junior High Band		
Step One	232	248
Step Two	290	309
Step Three	347	370
5. Debate Coach		
Step One	232	248
Step Two	290	309
Step Three	347	370
6. Special Education	6% of yearly contract base	4%
7. Teachers at the Senior and Junior 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 \$7.50 for this period.		
8. The Administration will not require any teacher to substitute more than one period a day.		
9. 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 \$7.50 per hour of such extra assignment or \$3.75 per one-half hour. Such extra compensation shall be paid for pupil attendance		

days only with 180 days being the maximum for any one year. Daily maximum may not exceed one hour of such extra duty.

SCHEDULE "C"

1974-1975

BUENA VISTA HIGH SCHOOL

	STEP I	STEP II
FOOTBALL		
Head	1,275	1,425
Varsity Ass't	675	735
Varsity Ass't	675	735
J.V. Head	675	735
J.V. Ass't	675	735
J.V. Ass't	675	735
BASKETBALL		
Head	1,275	1,425
J.V.	675	735
Freshman	675	735
Freshman	675	735
TRACK		
Head	800	950
Ass't	450	510
CROSS COUNTRY		
	350	500
WRESTLING		
Head	800	950
Ass't	450	510
BASEBALL		
Head	800	950
Ass't	450	510
GOLF		
	350	500
TENNIS		
	350	500
CHEERLEADING		
	350	500

RICKER JUNIOR HIGH SCHOOL

	Step I	Step II
Football		
Head	600	650
Ass't	400	435
Basketball		
7th Grade	675	725
8th Grade	675	725
Baseball		
Head	350	400
Track		
Girls	175	225
Boys	175	225

Tennis	175	225
Softball	100	225
Cheerleading	175	225
Volleyball		
7th Grade	200	250
8th Grade	200	250

1975-1976

BUENA VISTA HIGH SCHOOL

FOOTBALL	Step I	Step II
Head	1,425	1,575
Varsity Ass't	735	795
Varsity Ass't	735	795
J.V. Head	735	795
J.V. Ass't	735	795
J.V. Ass't	735	795
BASKETBALL		
Head	1,425	1,575
J.V.	735	795
Freshman	735	795
Freshman	735	795
TRACK		
Head	950	1,100
Ass't	510	570
CROSS COUNTRY	500	650
WRESTLING		
Head	950	1,100
Ass't	510	570
BASEBALL		
Head	950	1,100
Ass't	510	570
GOLF	500	650
TENNIS	500	650
CHEERLEADING	500	650

RICKER JUNIOR HIGH SCHOOL

Football	Step I	Step II
Head	650	700
Ass't	435	470
Basketball		
7th Grade	725	775
8th Grade	725	775
Baseball		
Head	400	450

Track

Girls	225	275
Boys	225	275

Tennis	225	275
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Softball	225	275
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Cheerleading	225	275
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Volleyball

7th Grade	250	300
8th Grade	250	300

BUENA VISTA SCHOOL DISTRICT
Proposed Calendar
1974-1975

	M	T	W	T	F	M	T	W	T	F	M	T	W	T	F	M	T	W	T	F	Duty Days	Session Days					
Sept.																23	24	25	26	27	30	6	4				
																WX	WX	CS									
Oct.		1	2	3	4	7	8	9	10	11	14	15	16	17	18	21	22	23	24	25	28	29	30	31	23	23	
Nov.					1	4	5	6	7	8	11	12	13	14	15	18	19	20	21	22	25	26	27	28	29	19	19
																								X	X		
Dec.		2	3	4	5	9	10	11	12	13	16	17	18	19	20	23	24	25	26	27	30	31				15	15
																X	X	X	X	X	X	X					
Jan.			1	2	3	6	7	8	9	10	13	14	15	16	17	20	21	22	23	24	27	28	29	30	31	20	20
			X	CS																							
Feb.	3	4	5	6	7	10	11	12	13	14	17	18	19	20	21	24	25	26	27	28						20	19
																										(21)	
Mar.	3	4	5	6	7	10	11	12	13	14	17	18	19	20	21	24	25	26	27	28	31					19	19
																				X	X						
Apr.		1	2	3	4	7	8	9	10	11	14	15	16	17	18	21	22	23	24	25	28	29	30			22	22
		X	X												III												
May				1	2	5	6	7	8	9	12	13	14	15	16	19	20	21	22	23	26	27	28	29	30	21	21
																					X						
June	2	3	4	5	6	9	10	11	12	13	16	17	18	19	20	23	24	25	26	27						20	18
																			WX	WX						(21)	
																				IV							
July		1	2	3	4	7	8	9	10	11	14	15	16	17	18	21	22	23	24	25	28	29	30	31			
				X																							
Aug.				1		4	5	6	7	8	11	12	13	14	15	18	19	20	21	22	25	26	28	29			

Code: WX - Teacher work day - no students
 X - No School - Teachers and Students
 CS - Classes Start

I - 1st Marking Period 185 180
 II - 2nd Marking Period (187)
 III - 3rd Marking Period
 IV - 4th Marking Period (WX 2-15-75) (WX 6-28-75)