

6/30/96

**MASTER AGREEMENT**

*between*

**BUENA VISTA BOARD OF EDUCATION**

*and*

**BUENA VISTA EDUCATION ASSOCIATION**

**1991 to 1996**

BUENA VISTA SCHOOLS  
705 N. Towerline Road  
Saginaw, Michigan 48601

*Buena Vista School District*

LABOR AND INDUSTRIAL  
RELATIONS COLLECTION  
Michigan State University

M A S T E R   A G R E E M E N T

between

BUENA VISTA BOARD OF EDUCATION

and

BUENA VISTA EDUCATION ASSOCIATION

1991 to 1996

It is the policy of Buena Vista School District not to discriminate on the basis of race, color, national origin, religion, sex or handicaps in admitting students to its educational programs, activities and/or services as required by Federal Laws.

BUENA VISTA SCHOOLS  
705 N. TOWERLINE ROAD  
SAGINAW, MICHIGAN 48601

INDEX

			Page
Article I		Recognition.....	1
Article II		Board Rights.....	1
Article III		Association & Teacher Rights.....	1
Article IV		Membership, Fees and Payroll Deductions.....	3
Article V		Grievance Procedure.....	4
Article VI		Teaching Hours.....	7
Article VII		Student-Teacher Ratio.....	8
Article VIII		Transfers & Vacancies.....	10
Article IX		Seniority.....	11
Article X		Reduction in Work Force.....	11
Article XI		Protection of Teachers.....	13
Article XII		Teacher Evaluation.....	14
Article XIII		Teaching Conditions.....	15
Article XIV		Leaves of Absence.....	17
Article XV		Leaves.....	17
Article XVI		Other Absences From Duty.....	20
Article XVII		Snow Days.....	21
Article XVIII		Insurance.....	22
		Medical.....	23
		Life.....	23
		Dental.....	23
		Long-term Disability.....	23
		Vision.....	23
Article XIX		Review Board.....	24
Article XX		No Strike Pledge.....	25
Article XXI		Professional Compensation.....	25
Article XXII		Waive Clause.....	25
Article XXIII		Savings Clause.....	25
Article XXIV		Substitute Teachers.....	25
Article XXV		Lesson Plan Committee.....	26
Article XXVI		Schedule A - 1991-92.....	27
		1992-93.....	28
		1993-94.....	29
		1994-95.....	30
		1995-96.....	31
		Longevity.....	33
		Schedule B.....	34
		Schedule C.....	35
Article XXVII		1991-92 School Calendar.....	37
Article XXVIII		Terms of Agreement.....	40
		Memo of Understanding.....	40

## AGREEMENT

This Agreement entered into this 26th day of August, 1991, 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, School Librarian, School Social Worker(s), and School Psychologist, but excluding Superintendent, Assistant Principal(s), 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 its 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 participate 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. The rights granted to teachers hereunder shall not be grounds for any discipline or discrimination with respect to the professional employment of such teacher.
- 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 building for their purposes in accordance with the policies established by the Board.
- E. Teachers' mailboxes 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 will be final and binding, and the Association will not participate or cooperate in any subsequent hearings.
- H. No material regarding a teacher's conduct, service, character, or personality shall be placed in the file unless the teacher has had an opportunity to read the material.

- I. The teachers shall be entitled to full rights of citizenship and no religious or political activities of any teacher or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher.
- J. The Board agrees that all written reprimands or docking of pay shall be for just cause. Any teacher protesting the reprimand or such docking of pay may file a grievance and process it to and including binding arbitration.

Whenever any teacher is called to the principal's office concerning possible discipline, he or she shall have the right to call for the building representative. If the teacher requests the building representative, there shall be no further discussion until the representative arrives at the office.

- K. Any resignation submitted by a member under duress may be revoked by said member within one (1) calendar week.
- L. Any complaint made against a teacher by any parent, student, or other person cannot be used in any manner in evaluating or disciplining the teacher if said teacher has not been informed of the complaint, and is afforded the opportunity to answer or rebut such complaint.

**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, agency shop fees and/or 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, agency shop fees and/or assessments for the duration of the 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, agency shop fees and/or assessments (including the N.E.A. and the M.E.A.) of the Association for 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.

The Association shall hold the Board harmless from payment of unemployment benefits resulting from dismissal due to unpaid Association dues by any member.

- C. When an employee does not have sufficient money due him, after deductions have been made for Social Security, Insurance, Garnishments, etc., or any 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 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 (M.E.A., N.E.A., B.V.E.A.) 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/her 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(s).

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 teacher.
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 teacher(s).
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 twenty-five (25) 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 parties agree to submit the grievance to the American Arbitration Association under its rules and procedures.



11. This Agreement constitutes a contract between the parties which shall be interpreted and applied by the parties and by the Arbitrator in the same manner as other collective bargaining agreements. The function and purpose of the 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 Arbitrator shall therefore not have authority, nor shall he/she consider his/her 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 Arbitrator 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 subtraction) of written terms of this Agreement. The Arbitrator has no obligation or function to render decision merely because in his/her opinion such decision is fair or equitable or because in his/her opinion it is unfair and inequitable.
12. If either party shall claim before the arbitrator that a particular grievance fails to meet the tests of arbitrability, as the same are set forth in this Article (Grievance Procedure), the arbitrator shall proceed to decide such issue before proceeding to hear the case upon the merits. The arbitrator shall have the case upon the merits. The arbitrator shall have the authority to determine whether he/she will hear the case on its merits at the same hearing in which the jurisdictional question is presented. In any case where the arbitrator determine that such grievance fails to meet said test or arbitrability, he/she 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 Arbitrator is limited to hearing one issue or grievance upon its merits at any one hearing. Separate Arbitrations shall be constituted for each grievance appealed to binding arbitration.

14. **COST OF ARBITRATION:** The fees and expenses of the third impartial arbitrator, the cost of transcripts (if such be requested by the Arbitrator), 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-5) shall not be required to exceed five and one-half (5-1/2) hours of pupil contact per day.
  - (b) Middle School Teachers (6-8) shall not be required to exceed five (5) hours of pupil contact per day (or equivalent) provided further that each teacher is assigned one (1) preparation period per day.
  - (c) High School teachers (9-12) shall not be required to exceed five a (5) hours of pupil contact per day (or equivalent) provided further that each teacher is assigned one (1) preparation period per day
  - (d) The classroom teachers shall have a minimum period of at least 50 minutes per day assigned to them for classroom preparation within the building. The preparation period shall not be interrupted except for IEP's, Parent Conferences, Evaluation or Administrative conferences that cannot be scheduled at any other time.
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 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.
5. Teachers shall be provided one-half (1/2) day prior to the marking of report cards. This half day will be used for finalizing student grades, marking report cards, and allowing students to make up work necessary for completion of grades.
6. When administration requires teachers to remain overnight at Hartley Nature Camp, the teachers will be paid according to the following schedule:

\$42	1991-92
\$44	1992-93
\$46	1993-94
\$48	1994-95
\$50	1995-96
7. Teachers shall be required to attend at least two (2) after school activities per semester. A list will be provided from each building with a minimum of ten activities for the teachers to choose from each semester. No teacher will be required to attend an activity for more than two hours.
8. A committee will be established to study the feasibility and to make recommendations regarding the present twenty-minute recess for elementary students with the goal of eliminating the recess and dismissing students twenty minutes earlier starting the 1992 school year, etc. so that a solid block of time of thirty minutes for school activities will be available to elementary teachers at the end of their regular workday.

**ARTICLE VII  
STUDENT-TEACHER RATIO**

The Board and 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 30 to 1 except as detailed in Number 3 below.

In computing this ratio, the parties agree that the following factors will be used:

1. Number of teachers shall include all certificated personnel, excluding non-teaching principals, assistant principal(s), superintendent, assistant superintendent(s), and business manager(s). 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 the Buena Vista School District.
3. (a) Whenever the regular individual teacher elementary classroom load in any room exceeds 32, the teacher shall be paid for each pupil over 32 according to the schedule below:

\$.62	1991-92
\$.65	1992-93
\$.68	1993-94
\$.71	1994-95
\$.74	1995-96

Effective September 1, 1989, whenever the regular individual teacher elementary classroom load for grades Pre-Kdg. through 3rd exceeds 30, the teacher shall be paid for each pupil over 30 according to the above schedule.

- (b) In Middle School grades, whenever the regular individual teacher classroom enrollment exceeds 32 for the class, the excess over 32 shall be compensated according to the above schedule. 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) Middle School teachers who have full day assignment 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 30-minute portion of their lunch hour, shall be compensated for such extra 30 minutes according to the schedule below per such assignment. 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.

\$5.50	1991-92
\$5.75	1992-93
\$6.00	1993-94
\$6.25	1994-95
\$6.50	1995-96

- (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 High School, enrollment overloads in regular individual teacher

classrooms shall not exceed 32 for the class before extra compensation for each student in excess of the 32 will be paid according to the schedule in 3a above. Excluded subjects shall be Typing, Physical Education, Instrumental Music, Vocal Music, Study Hall and Library, in addition to the nonregular class room supervision such as corridors, cafeteria, pre and postschool waiting rooms, coaching, etc., etc.

(f) Teachers assigned duty during their preparation period shall be paid according to the schedule below for such additional duty period daily on days of student attendance.

\$15 1991-92  
\$15 1992-93  
\$15 1993-94  
\$20 1994-95  
\$20 1995-96

(g) If enrollment overloads exist on the Fourth Friday count for the first semester and/or the second Friday of the second semester, teachers shall be paid retroactively for such overloads to the beginning of the semester. If overloads occur after the Fourth Friday and/or second Friday count, teachers will be paid the per diem rate for the length of the overload. Payment for overloads will be made at the end of the semester.

#### ARTICLE VIII TRANSFERS AND 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 and given the reason, 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, such vacancies will be posted for five (5) days 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.
- E. In the event of an involuntary transfer to another building (after the beginning date of school), the teacher shall have the right to appeal to the Superintendent or his representative.

- F. Whenever a teacher is transferred to another building during the school year, the administrator shall give consideration for released time to accommodate the teacher having to move personal material.
- G. A vacancy occurs when:
1. A leave of absence of one or more years is granted to a member of the bargaining unit and the position will be filled by the Board.
  2. A position in the bargaining unit is unfilled due to death, retirement or resignation and the position will be filled by the Board.
  3. It is understood that due to reassignments, transfers, recall of laid off staff, etc., the ultimate opening may not be the one created by the events noted in Sections 1 and 2.
- H. All Middle school teachers hired after July 1, 1991 shall possess a Middle School certificate or be certified in a major/minor area.

**ARTICLE IX  
SENIORITY**

- A. No later than thirty (30) days following the ratification of this agreement, and by every September 30th thereafter, the Board shall prepare a seniority list. Seniority is defined as length of service within the bargaining unit. All teachers shall be ranked on the list in the order of their effective date of employment. In the circumstance of more than one individual having the same effective date of employment, all individuals so affected will participate in a drawing to determine placement on the seniority list. The Association and teacher(s) so affected will be notified in writing of the date, place, and time of the drawing. The drawing shall be conducted openly and at a time and place that will reasonably allow affected teachers and Association representatives to be in attendance.
- B. All seniority is lost when employment is severed by retirement, discharge for cause under Michigan Tenure Act, quit, resignation, failure to return within five 5 days after termination of leave of absence.
- C. Seniority will stop upon transfer to a nonbargaining unit position, but will be reinstated upon return to a bargaining unit position.
- D. Seniority shall continue to accumulate when teachers are on sabbatical leave, military leave, study leave, parental child care leave, health leave, temporary assignment outside of district or layoff.

**ARTICLE X  
REDUCTION IN WORK FORCE**

In order to promote an orderly reduction in personnel, when the educational program and curriculum and staff are curtailed, the following procedure will be used:

1. Probationary employees will be laid off first if any teacher who has acquired tenure and whose position has been curtailed is certified and qualified to perform the services of the probationary teacher.
2. In the event tenure teachers must be laid off, layoff will be on the basis of seniority and certification providing the following qualifications are equal:
  - (a) major, minors
  - (b) professional growth - graduate credit
  - (c) prior experience

It is expressly understood that the Association shall have the right to review the layoff list prior to notification of the individual teachers to be laid off. In the event of a dispute concerning the layoff list, the Association shall have the right to meet with representatives of the

Board concerning the layoff list.

**RECALL:** Teachers shall be recalled in inverse order of layoff for new positions or vacancies for which they are certified and qualified in accordance with the above procedure.

3. Refusal of an offer from the Board for a position in the bargaining unit or failure to respond within fifteen (15) days from the receipt of a written offer of a position made by the Board shall be cause for termination.
4. (a) Notifications of a recall shall be in writing, with a copy to the Association president. The notification shall be sent by certified mail to the teacher's last known address. It shall be the responsibility of each teacher to notify the Board of any change in address.  
  
(b) The board agrees that when there are laid off teachers, they will be notified of any vacancy or new positions in the bargaining unit before the vacancy is filled by a new hire. Said notification will include the date by which the laid off teacher must apply for the vacancy or new position.
5. A laid off teacher shall, upon application, be placed on the district's substitute teacher list.
6. A laid off teacher may continue his/her health, vision, dental, and life insurance benefits by paying monthly the normal per subscriber group rate premium for such benefits to the Board, upon consent of the carrier.

**ARTICLE XI  
PROTECTION OF TEACHERS**

- A. The Board recognized its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom. Whenever a teacher recommends and the building principal approves 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 assist the teacher in carrying out their responsibilities with respect to such a pupil.
- B. Any case of unprovoked 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. The Association shall appoint the teacher representatives that serve on the Student Rights and Discipline Handbook Committee.
  - 1. In all student discipline cases, the adopted discipline procedure shall be followed. In any case where deviation from the adopted procedure affects the teacher, the teacher referring the student will be consulted.
  - 2. The Board agrees that a teacher may file a grievance which will be processed, notwithstanding the definition of a grievance in Article V, Section 1, to protest whenever the Disciplinary Procedures and action under the Student Rights and Discipline Handbook have not been properly implemented. No grievance may be filed or considered concerning any substantive decision reached by a proper authority regarding the discipline that was imposed.
- E. If, 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 Dollars (\$10.00) but not to exceed the amount in the schedule below, a claim may be submitted to the following committee for recommendation to the Board.

\$131	1991-92
\$137	1992-93
\$143	1993-94
\$149	1994-95
\$155	1995-96



1. This committee shall be composed of six (6) members, three (3) appointed by the Association, three by the Board.
  2. It is understood that the committee shall be required to meet within thirty (30) days after a claim has been filed under which the committee would be empowered to act, and if the committee finds that a justifiable claim has been presented, such claim will be paid no later than thirty (30) days after the committee's decision.
- F. Time loss by teachers in connection with any incident mentioned in this Article shall not be charged against the teacher's accrued sick leave.
- G. 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 XII  
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 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 prior to the information being placed in the file.
- E. Copies of the Principal's and Superintendent's written evaluations (on the evaluation form), shall be submitted to the teacher within ten (10) days of such evaluation and a discussion shall take place.
- 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. However, if the procedure in the "manual for Teacher Evaluations" is not complied with, a grievance on the procedure may be filed and appealed to arbitration.

- G. If an administrator believes a teacher is doing unacceptable work, the reasons therefore shall be set forth in specific terms as shall an identification of the specific ways in which the teacher is to improve and of assistance to be given by the administrator and other staff members.
- H. Any teacher who receives a summative unsatisfactory evaluation may request an alternate evaluator the succeeding year.

Either party may request the evaluation process to be reviewed by the joint committee annually.

- I. All first evaluations for the year must be completed and handed to the evaluated teacher by April 1. Any subsequent evaluations must be completed and in the hands of the evaluated teacher at least ten (10) days before the end of the school year. Conferences concerning evaluations will take place if requested by the teacher.

**ARTICLE XIII  
TEACHING CONDITIONS**

- A. Whenever there is a bonafide 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.
- 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.
- 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.
- H. The teacher shall be informed of a telephone number to call prior to 6:00 a.m. to report unavailability for work. Whenever possible, teachers should give the maximum amount of notice when they become aware that they will not be available for duty.
- 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 request 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. Provisions 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. Teacher use of the copy machines will be decided at the building level.

L. The Board recognized that appropriate texts, library reference books, maps and globes, lab equipment, audiovisual 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 will be preceded by distribution of information about the program. The staff will be apprised of the effectiveness of the program during its period of continuance.

N. The Administration agrees that in the schools, efforts shall be made to reduce interruptions within the regular classroom time.

O. The School Social Worker and School Psychologist hours must necessarily be adjusted to reflect the needs of students and parents.

**ARTICLE XIV  
LEAVES OF ABSENCE**

**A. Procedures**

1. Written application for such leaves 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 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. Any person granted a leave shall be reinstated to their original position or a comparable position for which they are qualified.
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. When a leave is granted the teacher shall be notified in writing as to whether the time spent on leave will be counted as active service in the School District.
7. 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.
8. During a leave period, continuation of insurance benefits will be provided, at the member's expense (if permitted by the contracted insurance carrier).

**ARTICLE XV  
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 (60).

(Effective 1983-84 this shall be increased to seventy-five (75))

- B. There will 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.

(Effective 1983-84 this shall be increased to seventy-five (75))

- 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 presents his claim with supporting evidence of sickness.
- E. Any teacher who has exhausted his/her sick leave may petition the administration in writing for additional days.
- F. 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, grandchildren, brother or sister of self or spouse. Further extensions deducted from sick leave may be with the approval of the Administration.
- G. Emergency leave in all other circumstances will be subject to the approval of the Administration and will be a deduction against sick leave.
- H. In addition to the sick leave described above in Sections 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 days (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 (66-2/3% of pay) sixty 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.

Teachers with more than 60 days accumulated sick days will be given sick days in excess of 60 days available to them upon return from Section G sick leave or LTD.

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, 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.
- I. (a) Faculty personnel shall be allowed two (2) days to deducted from the above sick leave in any school year for personal 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.
- (b) In case of school cancellation due to an act of God, any pending approved personal business or Association day shall be automatically cancelled (and not deducted from the year's total allotment) upon request of the teacher if said day was requested for travel outside Saginaw county. The travel must be indicated on the written request originally submitted. (This shall not apply if a substitute has agreed to report on the personal business day).
- Any pending personal use days shall be automatically cancelled (and not deducted from the year's total allotment) if there is no cost to the district for a substitute.
- J. Any teacher who is paying back sick days to the board because of a catastrophic medical condition, will be allowed to use up to 5 of the 10 sick days granted to them at the start of each subsequent year. Any of the unused sick days will be used to reduce the number they owe to the board, until the number they owe the board reaches zero.

ARTICLE XVI  
OTHER ABSENCES FROM DUTY

- 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/her 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.
- 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.
- E. The present policy for approved visitation at other schools or for attending educational conferences or conventions shall be continued.
- 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 up to two (2) years 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 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 employ of the said Board, shall have a contract, and be paid the difference between the salary he/she would have received that year and the salary of the substitute taking his/her place.

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. 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. The Board of Education shall permit a person or persons designated by the Association a maximum of twenty (20) person 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. (See Article XV, Section H (b)).

L. A faculty person who intends to be absent for a religious holy day(s) shall give notice in writing to the Principal of the school at least one (1) week in advance of such proposed absence. Such request may be granted, provided arrangements can be made to satisfactorily cover the teacher's regular duties.

**ARTICLE XVII  
SNOW DAYS**

A. In case of school cancellation due to an Act of God, the teachers shall receive their normal pay. However, the administration reserves the right to call the school staff in to work. If all are called in, a beneficial and meaningful work day shall take place. In the event the teachers are



required to report on those days and the additional days are then added to the school year, these added days will be paid for at the normal daily rate.

- B. In the event that acts of God necessitate the rescheduling of school days, the following provisions shall govern:
- 1) Any days rescheduled will follow consecutively the last regularly scheduled day or as mutually agreed.
  - 2) Rescheduled days that were previously worked shall be paid at regular daily rate.
  - 3) Rescheduled days not previously worked shall not be paid.
  - 4) In the event that the employee has enrolled in college/university classes which conflict with the rescheduled days, the following conditions shall govern:
    - a) The employee shall provide proof of conflict to the District, enrollment in college/university.
    - b) Those employees who provide said proof shall be excused, without pay, from working those rescheduled days which are in conflict with those college/universities classes.

This shall apply when the classes are related to their teaching duties or responsibilities.
- C. If, at any time during the life of this agreement, it becomes lawful to count act of God days as days of student instruction, paragraph B of this article is void.

#### ARTICLE XVIII INSURANCE

- A. The parties agree that as soon as practical after ratification of this Agreement, the employer will provide the following:
1. Blue Cross-Blue Shield Program: Riders CC-CLC (convalescent expense benefits); D45NM (comprehensive hospital care with MVF-1 medical-surgical care; XF & EF (medicare complementary coverage); ML (member's liability rider; SD/DC (dependent eligibility); COB-3 (coordination of benefits); AS-I (ambulance service); RPS (laboratory and x-ray expense benefits); VST (voluntary sterilization benefits); FAE-RC (accidental injury and medical emergency benefits); PPNV (pre and post natal care); Master Medical Supplemental Benefit Certificate, Option IV (catastrophic master medical); RM (Routine Mammogram) A-80 (vision care program); prescription drug benefits \$2.00 co-pay (mail order prescription will be subject to \$0 co-pay. This program may be implemented under the conventionally insured Blue

Cross/Blue Shield plan described above or under alternatively funded administrative services-only contract with Blue Cross/Blue Shield for all employees in this unit. The Board will pay the entire cost for twelve (12) months, provided the teacher completes the contract year.

The Board shall provide an optional Preferred Provider Plan. Those teachers electing to use such a plan shall also receive the following:

- I. \$10,000 increase in this Life Insurance coverage for 1991-92 and an additional \$10,000 coverage in 1992-93.
  - II. A-80-FLVS-A (Vision Insurance)
2. The parties have agreed that the teachers who select to take the Super Med II Plan rather than the present Blue Cross-Blue Shield Program offered at the School District will be allowed to take the Super Med II Plan provided that it shall not cost the Board of Education any monies in excess of what the Board would pay for that teacher if that teacher elected to take the conventionally insured plan mentioned above. It is further understood that the Board's contribution shall not include any money toward the cost of any supplemental program under the Super Med II that does not relate to health and insurance care, such as Life Insurance, etc. It is further understood that in the event the cost for the Super Med II is less than the Board would pay for Blue Cross-Blue Shield Program, there will be no refund or the differences in the cost to the individual teacher.
- B. The Board will provide \$30,000 Term Life Insurance AD&D for all teachers subject to the terms of the carrier. New teachers shall have coverage no later than the thirty-first (31st) day following the actual date they commence employment at the Buena Vista School District, effective by December 1, 1985.
  - C. The Employer will provide Delta Dental Plan with Class I and Class II benefits, which will provide a repayment in the amount of 80%. The Board will further provide Orthodontic Class III benefits subject to the terms and conditions of the carrier, but allows a rebate of 70%. This program may be implemented under the conventionally insured Delta Plan described above or under an alternatively funded administrative services-only contract as described above.

If the district elects to go to a comparable plan rather than Delta Dental, the Board agrees that any teacher required to pay out of pocket expenses that are reimbursable shall be reimbursed within one week from the time the paid bills are submitted to the Business Office.

D. The Board agrees, commencing with the 1979-80 School Year, an LTD Insurance program will be provided subject to the terms and conditions of the carrier, which will provide for a salary continuation of those teachers who have been disabled in excess of 121 days to receive approximately 2/3 of their regular salary.

E. The Board will provide a vision care program according to the specifications of the Blue Cross/Blue Shield A-80 Program. The vision care program may be provided under a conventionally insured plan, or an administrative services-only plan, or by an alternatively funded plan at the Board's discretion. The program will provide \$5.00 deductible for examination and \$7.50 deductible for frames and lenses.

F. Insurance Incentive Program

The Parties agree that any savings achieved by the Administrative Services Contract only insurance program up to a maximum of one-half per cent shall be equally distributed between all employees participating in the health insurance program.

The difference between the actual administrative cost and the illustrative conventional Blue Cross/Blue Shield rate shall be paid in a separate check to all employees once a year in December or January.

One-half per cent based against the prior years total actual teachers salary paid in which the savings occurred.

Payment to be made equally to all eligible employees participating in the health insurance (ASC) program only.

Illustrative conventional Blue Cross/Blue Shield rate effective July 1 set by Blue Cross/Blue Shield.

G. Those teachers electing to continue in the present Blue Cross-Blue Shield insurance program will have any savings computed in accordance with Section F, Article XVIII under the present agreement.

H. Those teachers electing to go to the PPO Option will have any savings under Article XVIII determined by the following method:

a. The year 1991-92, the difference between the illustrated conventional Blue Cross-Blue Shield rates 1990-91 and the PPO rate for the 1991-92 school year.

b. The year 1992 and after the difference between the PPO rate of that year measured against the PPO rate of the proceeding year.

**ARTICLE XIX**

The Board agrees to have a minimum of one (1) monthly meeting during the school year with the Buena Vista Education Association negotiating committee to discuss any and all problems which are proper subjects for collective bargaining. This meeting may be cancelled upon request of the Association.

ARTICLE XX

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 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 XXI

- 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. Teachers who work more than fifty percent (50%) of a semester and cease working to go on an approved leave shall be placed at the next one-half (1/2) step of the salary schedule upon their full-time return to the District.

ARTICLE XXII

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 reopened 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 XXIII

If any provision of this Agreement or any application of this 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 XXIV

- 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	\$62.00
Five or more consecutive days	65.00

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

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

ARTICLE XXV

As soon as practical, after the ratification of this Agreement, the Board shall establish a committee to work on the development of lesson plans at the Buena Vista School System. It is understood that this committee shall be composed of three (3) members of the Association and three (3) members of the Administration. Further, it is understood that this committee shall be empowered to make recommendations to the Superintendent of Schools concerning any specific changes they feel would be beneficial in developing lesson plan requirements for the teaching staff.

TEACHER SALARY SCHEDULE  
1991-92

EXP	STEP	B.A.	M.A.	ED. SPEC.
0	1	23,210	24,564	25,901
1/2	2	23,854	25,407	26,768
1	3	24,494	26,249	27,632
1 1/2	4	25,033	26,921	28,370
2	5	25,574	27,598	29,107
2 1/2	6	26,114	28,341	29,889
3	7	26,654	29,080	30,673
3 1/2	8	27,260	29,617	31,243
4	9	27,869	30,160	31,810
4 1/2	10	28,474	30,904	32,599
5	11	29,080	31,648	33,377
5 1/2	12	29,756	32,322	34,085
6	13	30,429	32,994	34,802
6 1/2	14	31,108	33,672	35,513
7	15	31,781	34,344	36,226
7 1/2	16	32,456	35,021	36,939
8	17	33,129	35,693	37,647
8 1/2	18	33,806	36,367	38,225
9	19	34,480	37,044	38,798
9 1/2	20	35,155	37,852	39,539
10	21	35,827	38,664	40,282
10 1/2	22	36,505	39,472	40,823
11	23	37,181	40,279	41,360
11 1/2	24	37,852	41,091	42,339
12	25	38,527	41,900	43,316

\*Figures express 5% increase over 1990-91.

TEACHER SALARY SCHEDULE  
1992-93

EXP	STEP	B.A.	M.A.	ED. SPEC.
0	1	24,371	25,792	27,196
1/2	2	25,047	26,677	28,106
1	3	25,719	27,561	29,014
1 1/2	4	26,285	28,267	29,789
2	5	26,853	28,978	30,562
2 1/2	6	27,420	29,758	31,383
3	7	27,987	30,534	32,207
3 1/2	8	28,623	31,098	32,805
4	9	29,262	31,668	33,401
4 1/2	10	29,898	32,449	34,229
5	11	30,534	33,230	35,046
5 1/2	12	31,244	33,938	35,789
6	13	31,950	34,644	36,542
6 1/2	14	32,663	35,356	37,289
7	15	33,370	36,061	38,037
7 1/2	16	34,079	36,772	38,786
8	17	34,785	37,478	39,529
8 1/2	18	35,496	38,185	40,136
9	19	36,204	38,896	40,738
9 1/2	20	36,913	39,745	41,516
10	21	37,618	40,597	42,296
10 1/2	22	38,330	41,446	42,864
11	23	39,040	42,293	43,428
11 1/2	24	39,745	43,146	44,456
12	25	40,453	43,995	45,482

\*Figures express 5% increase over 1991-92

TEACHER SALARY SCHEDULE  
1993-94

EXP	STEP	B.A.	M.A.	ED. SPEC.
0	1	25,590	27,082	28,556
1/2	2	26,299	28,011	29,511
1	3	27,005	28,939	30,465
1 1/2	4	27,599	29,680	31,278
2	5	28,196	30,427	32,090
2 1/2	6	28,791	31,246	32,952
3	7	29,386	32,061	33,817
3 1/2	8	30,054	32,653	34,445
4	9	30,725	33,251	35,071
4 1/2	10	31,393	34,071	35,940
5	11	32,061	34,892	36,798
5 1/2	12	32,806	35,635	37,578
6	13	33,548	36,376	38,369
6 1/2	14	34,296	37,124	39,153
7	15	35,039	37,864	39,939
7 1/2	16	35,783	38,611	40,725
8	17	36,524	39,352	41,505
8 1/2	18	37,271	40,094	42,143
9	19	38,014	40,841	42,775
9 1/2	20	38,759	41,732	43,592
10	21	39,499	42,627	44,411
10 1/2	22	40,247	43,518	45,007
11	23	40,992	44,408	45,599
11 1/2	24	41,732	45,303	46,679
12	25	42,476	46,195	47,756

\*Figures express 5% increase over 1992-93



TEACHERS SALARY SCHEDULE  
1994-95

EXP	STEP	B. A.	M. A.	ED. SPEC.
0	1	26,933	28,504	30,055
1/2	2	27,680	29,482	31,060
1	3	28,423	30,458	32,064
1 1/2	4	29,048	31,238	32,920
2	5	29,676	32,024	33,775
2 1/2	6	30,303	32,886	34,682
3	7	30,929	33,744	35,592
3 1/2	8	31,632	34,367	36,253
4	9	32,338	34,997	36,912
4 1/2	10	33,041	35,860	37,827
5	11	33,744	36,724	38,730
5 1/2	12	34,528	37,506	39,551
6	13	35,309	38,286	40,383
6 1/2	14	36,097	39,073	41,209
7	15	36,879	39,852	42,036
7 1/2	16	37,662	40,638	42,863
8	17	38,442	41,418	43,684
8 1/2	18	39,228	42,199	44,356
9	19	40,010	42,985	45,021
9 1/2	20	40,794	43,923	45,881
10	21	41,573	44,865	46,743
10 1/2	22	42,360	45,803	47,370
11	23	43,144	46,739	47,993
11 1/2	24	43,923	47,681	49,130
12	25	44,706	48,620	50,263

\*Figures express 5.25% increase over 1993-94

TEACHER SALARY SCHEDULE  
1995-96

EXP	STEP	B.A.	M.A.	ED. SPEC.
0	1	28,414	30,072	31,708
1/2	2	29,202	31,104	32,768
1	3	29,986	32,133	33,828
1 1/2	4	30,646	32,956	34,731
2	5	31,308	33,785	35,633
2 1/2	6	31,970	34,695	36,590
3	7	32,630	35,600	37,550
3 1/2	8	33,372	36,257	38,247
4	9	34,117	36,922	38,942
4 1/2	10	34,858	37,832	39,907
5	11	35,600	38,744	40,860
5 1/2	12	36,427	39,569	41,726
6	13	37,251	40,392	42,604
6 1/2	14	38,082	41,222	43,475
7	15	38,907	42,044	44,348
7 1/2	16	39,733	42,873	45,220
8	17	40,556	43,696	46,087
8 1/2	18	41,386	44,520	46,796
9	19	42,211	45,349	47,497
9 1/2	20	43,038	46,339	48,404
10	21	43,860	47,333	49,314
10 1/2	22	44,690	48,322	49,975
11	23	45,517	49,310	50,633
11 1/2	24	46,339	50,303	51,832
12	25	47,165	51,294	53,027

\*Figures express 5.5% increase over 1994-95

ARTICLE XXVI

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. A teacher who is laid off and is paid unemployment compensation benefits (associated with his or her regular assignment) during the summer immediately following the layoff and who is subsequently recalled to the teaching position at the beginning of the next school year will be paid according to an annual salary rate (which would include any increment and salary increase), such that his/her unemployment compensation, plus that annual salary rate will be equal to the rate of salary he/she would have earned for the school year had he/she not been laid off, subject to the following conditions:
  - a. The total of unemployment compensation plus salary earned by employment in the district shall not be below that which the employee would have received had he/she been employed the entire school year.
  - b. The salary earned through employment in the district shall not be less than his/her salary from same for a similar period during the preceding school year, plus any increment and salary increase for the new year.

**LONGEVITY SCHEDULE**

YEARS EXPERIENCE	YEARS WORKED	PERCENTAGE
0	1	
1	2	
2	3	
3	4	
4	5	
5	6	
6	7	
7	8	
8	9	
9	10	
10	11	
11	12	
12	13	
13	14	.006
14	15	.012
15	16	.018
16	17	.024
17	18	.030
18	19	.030
19	20	.030
20	21	.030
21	22	.030
22	23	.060
23	24	.060
24	25	.060
25	26	.060
26	27	.060
27	28	.090

The parties agree that effective August 22, 1988, all teachers presently employed will maintain their longevity credits in effect on this date.

All teachers hired beginning with the 1988-89 school year shall receive longevity payments computed on their actual service in the Buena Vista School District only.

**SALARY SCHEDULE - SCHOOL PSYCHOLOGIST AND SCHOOL SOCIAL WORKER**

Step on teachers' schedule plus:

	Number of Work Days	Percent of Salary Schedule
School Psychologist	212	8%
School Social Worker	207	6.5%

Experience credit can be evaluated and granted by the Superintendent of Schools at the time of initial hiring.

The Board of Education agrees that the school social worker and school psychologist positions shall be reduced by one (1) day in each of the five (5) contract years with no reduction in pay.

**SCHEDULE B**

Guidance counselor(s) will work one week before and after the teachers are scheduled to work at their daily rate.

Guidance Counselor	Reduced to 0% of contract		
Dramatic Director			
Per 1-act play	2% of yearly contract base		
Per 2-act play	3%	"	"
Per 3-act play	4%	"	"
Set Director			
Per 1-act play	1%	"	"
Per 2-act play	1.5%	"	"
Per 3-act play	2%	"	"
Music			
Senior High Marching Band			
Step I	5%	"	
Step II	6%	"	
Step III	7%	"	
Vocal Music Director			
Step I	5%	"	
Step II	6%	"	
Step III	7%	"	
Debate Coach			
Step I	3%	"	
Step II	4%	"	
Step III	5%	"	

Department chairpersons shall be paid according to the following schedule.

\$1,050	1991-92
\$1,100	1992-93
\$1,150	1993-94
\$1,200	1994-95
\$1,250	1995-96

Senior Class Advisor(s) and/or Yearbook Advisor(s) will split the amount for the years indicated below:

\$1,000	1991-92
\$1,050	1992-93
\$1,100	1993-94
\$1,150	1994-95
\$1,200	1995-96

SCHEDULE C

The Board shall appoint all staff members for Schedule C annually. All appointments shall automatically terminate at the end of each season. All appointments are at the pleasure of the Board and are renewable only by specific authorization of the Board.

	Step 1	Step 2
JUNIOR HIGH SCHOOL		
ATHLETIC DIRECTOR	15.5%	17%
FOOTBALL		
Head	7.5%	9%
Assistant	5.5%	7%
BASKETBALL		
Boys 8th grade	7.5%	9%
Girls 8th grade	7.5%	9%
Boys 7th grade	7.5%	9%
Girls 7th grade	7.5%	9%
TRACK		
Boys	4.5%	6%
Girls	4.5%	6%
TENNIS		
Boys	4.5%	6%
Girls	4.5%	6%
VOLLEYBALL		
Boys	4.5%	6%
Girls	4.5%	6%
SOFTBALL		
Girls	4.5%	6%
BASEBALL		
Boys	4.5%	6%
CHEERLEADING	4.5%	6%
POM PON	4.5%	6%

All percentages of SCHEDULES B and C are percentages of the B.A. Base.

SCHEDULE C

HIGH SCHOOL	Step I	Step II
ATHLETIC DIRECTOR	18%	19.5%
FOOTBALL		
Varsity Head	15.5%	17%
Varsity Assistant	8%	9.5%
J.V. Head	8%	9.5%
J.V. Assistant	8%	9.5%
BASKETBALL		
Varsity Head		
Boys	15.5%	17%
Girls	15.5%	17%
J.V.		

Boys	8%	9.5%
Girls	8%	9.5%
Freshman		
Boys	8%	9.5%
Girls	8%	9.5%
TRACK		
Head	11%	12.5%
Boys	11%	12.5%
Girls		
Assistant		
Boys	5.5%	7%
Girls	5.5%	7%
CROSS COUNTRY		
Head	6.5%	8%
Assistant		
WRESTLING		
Head	11%	12.5%
Assistant	5.5%	7%
BASEBALL		
Head	11%	12.5%
Assistant	5.5%	7%
GOLF		
Head	6.5%	8%
Assistant		
TENNIS		
Boys	6.5%	8%
Girls	6.5%	8%
CHEERLEADING		
Head	6.5%	8%
Assistant		
POM PON		
Head	6.5%	8%
Assistant		
VOLLEYBALL		
Head	11%	12.5%
Assistant	5.5%	7%
SOFTBALL		
Head	11%	12.5%
Assistant	5.5%	7%

ARTICLE XXVII

12-16-91

BUENA VISTA SCHOOL DISTRICT  
1991-92 SCHOOL CALENDAR

STARTING DATE:  
Monday, August 26, 1991

ENDING DATE:  
Tuesday, June 9, 1992

A. Based on mandatory 180 days for students - 186 days for teachers:

1. Monday, August 26, 1991 - teacher work day
2. Wednesday, August 28, 1991 - Students Return
3. Friday, November 1, 1991 - one-half day students; one-half teacher work day
4. November 6, 7, and 8, 1991 - elementary, November 11, 12, 13, 1991 - middle and high school parent/teacher conferences
5. Friday, January 17, 1992 - no students, end of first semester, teacher work day
6. Monday, March 2, 1992 - School Improvement
7. Friday, April 3, 1992 - one-half day students, one-half teacher work day
8. April 8, 9, and 10, 1992 - elementary, April 14, 15, & 16, 1992 - middle and high school parent/teacher conferences
9. Friday, June 5, 1992 - Last day for Students
10. Monday, June 8, 1992 - no students, teacher work day
11. Tuesday, June 9, 1992 - no students, teacher work day, end of school year for teachers

B. Vacations - excluded from either duty or session days:

1. Monday, September 2 - Labor Day
2. Thursday, November 28, 1991; Friday, November 29, 1991 - Thanksgiving Break
3. Christmas Break - end of school day, Friday, December 20, 1991; school reopens on Monday, January 6, 1992
4. Monday, January 20, 1992 - Dr. Martin Luther King, Jr.'s Birthday
5. Easter Break - end of school day, Thursday, April 16, 1992; school reopens on Monday, April 27, 1992.
6. Memorial Day - Monday, May 25, 1992

WEEK OF:	DUTY DAYS	SESSION DAYS
August 26 - August 30	5	3
September 2 - September 6	4	4
September 9 - September 13	5	5
September 16 - September 20	5	5
September 23 - September 27	5	5
September 30 - October 4	5	5
October 7 - October 11	5	5
October 14 - October 18	5	5
October 21 - October 25	5	5
October 28 - November 1	5	5
	<u>49</u>	<u>47</u>



WEEK OF:	DUTY DAYS	SESSION DAYS
November 4 - November 8	5	5
November 11 - November 15	5	5
November 18 - November 22	5	5
November 25 - November 29	3	3
December 2 - December 6	5	5
December 9 - December 13	5	5
December 16 - December 20	5	5
December 23 - December 27	0	0
December 30 - January 3	0	0
January 6 - January 10	5	5
January 13 - January 17	<u>5</u>	<u>4</u>
	43	42

END OF FIRST SEMESTER

FIRST SEMESTER SUMMARY:	<u>DUTY DAYS</u>	<u>SESSION DAYS</u>
	49	47
	<u>43</u>	<u>42</u>
	92	89

WEEK OF:	<u>DUTY DAYS</u>	<u>SESSION DAYS</u>
January 20 - January 24	4	4
January 27 - January 31	5	5
February 3 - February 7	5	5
February 10 - February 14	5	5
February 17 - February 21	5	5
February 24 - February 28	5	5
March 2 - March 6	5	4
March 9 - March 13	5	5
March 16 - March 20	5	5
March 23 - March 27	5	5
March 30 - April 3	<u>5</u>	<u>5</u>
	54	53

WEEK OF:		
April 6 - April 10	5	5
April 13 - April 17	4	4
April 20 - April 24	0	0
April 27 - May 1	5	5
May 4 - May 8	5	5
May 11 - May 15	5	5
May 18 - May 22	5	5
May 25 - May 29	4	4
June 1 - June 5	5	5
June 8 - June 9	<u>2</u>	<u>0</u>
	40	38

END OF SECOND SEMESTER

SECOND SEMESTER SUMMARY

DUTY DAYS

SESSION DAYS

54

53

40

38

94

91

TOTAL FOR 1991-92 SCHOOL YEAR:

FIRST SEMESTER

92

89

SECOND SEMESTER

94

91

186

180

ARTICLE XXVIII

This agreement shall be effective on the date of ratification and shall remain in full force and effect without change, addition, or amendment from July 1, 1991 to June 30, 1996, and shall be renewed from year to year thereafter, provided that either party hereto may reopen 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 26th day of August, 1991.

BUENA VISTA SCHOOL DISTRICT

BUENA VISTA EDUCATION ASSOCIATION

MEMO OF UNDERSTANDING

1. The Professional Development Committee will be apprised of all new programs and will be given the opportunity to provide input concerning those programs.

INSURANCE:

2. A committee shall be established to review options that would maintain benefits and control costs. Before implementation of any new insurance program, during the term of this agreement, the program shall be negotiated between the parties.

