

MASTER AGREEMENT
BETWEEN
BUENA VISTA BOARD OF EDUCATION
AND
BUENA VISTA EDUCATION ASSOCIATION
2006 TO 2009



Buena Vista School District
705 N. Towerline Road P.O. Box 14829
Saginaw, Michigan 48601-0829

MASTER AGREEMENT

between

BUENA VISTA BOARD OF EDUCATION

and

BUENA VISTA EDUCATION ASSOCIATION

2006 to 2009

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

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AGREEMENT

This Agreement entered into this 8th day of February, 2007, 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), School Psychologist, Instructional Support/Recruiter, Mentor, and Teacher Consultant, but excluding Superintendent, Principal(s), 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. Without limiting the generality of the foregoing rights, these rights include, but are not limited to:

1. The executive management and administrative control of the school system and its properties and facilities.
2. To hire all employees and subject to the provisions of law and this agreement, to determine their qualifications and conditions for their continued employment, or their continued employment, or their dismissal or demotion for just cause, and to promote and transfer all such employees.
3. To determine the educational and related services to be provided and the educational curriculum and its content and the design and evaluation of the educational curriculum.
4. To make and revise such reasonable rules and regulations not in conflict with this agreement as it may consider best for the purposes of maintaining order, safety and/or effective operation of the Board's facilities and programs and to require compliance by employees.
5. To determine, subject to the provisions of this agreement, the composition, scope and function of district-wide committees and the responsibilities of both the committees as a whole and the individuals/volunteers who make up the committees.

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, e-mail 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. The Teacher has a right to prepare a written statement concerning any matter contained within the file and have it placed in the file.

- 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 up 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 an Association Representative in the building. If the teacher requests an Association Representative, there shall be no further discussion until the representative arrives at the office.

If an Association Representative (or Alternate Association Representative were designated) is not available in the building, the BVEA Grievance Chairperson may be requested and if the BVEA Grievance Chairperson is not available, the BVEA President may be requested. In no event shall a Representative leave their building or their assignment without approval from their building administrator.

- 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 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.) Beginning the 2007-08 school year, normal teacher hours shall not exceed seven and three-quarters (7¾) clock hours per day.
 - (a) Elementary teachers (Pre-K-5) shall not be required to exceed six (6) hours of pupil instruction time per day. Beginning the 2007-08 school year, elementary teachers (Pre-K-5) shall not be required to exceed six (6) hours and fifteen (15) minutes of pupil instruction time per day.
 - (b) Middle School Teachers (6-8) shall not be required to exceed five (5) hours (15) fifteen minutes (includes passing time) of pupil instruction time per day (or equivalent) provided further that each teacher is assigned one (1) preparation period per day. Beginning with the 2007-08 school year, Middle School teachers shall not be required to exceed five (5) hours and thirty (30) minutes of pupil instruction time per day.
 - (c) High School teachers (9-12) shall not be required to exceed five (5) hours fifteen (15) minutes (includes passing time) of pupil instruction time per day (or equivalent) provided further that each teacher is assigned one (1) preparation period per day. Beginning with the 2007-08 school year, High School teachers shall not be required to exceed five (5) hours and thirty (30) minutes of pupil instruction time 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 conferences that cannot be scheduled at any other time. Administrative conferences shall not be held during the preparation time unless mutually agreed between the teacher and the appropriate administrator.
 - (e) Pupil instruction time may be adjusted as required by the state if the amount of instruction time in 1 (a) through 1 (c) does not meet additional state required minimums beyond 1098 hours.
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 will have the following days without meetings or other interruptions unless otherwise mutually agreed or as otherwise set forth in the agreed upon calendar:
 - (a) One day will be provided at the beginning of the school year for teachers to work in their classrooms.
 - (b) At the end of the first and second semesters, teachers will be provided a work day for finalizing student grades, marking report cards and allowing students to make up work necessary for completion of grades.
 - (c) Teachers shall be provided one-half (1/2) day at the end of the 1st and 3rd marking period. 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. 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.
7. For the purpose of determining compliance with the State of Michigan rules the parties agree that the terms in this agreement shall be interpreted by using the state definitions as contained in its regulations (i.e. student/pupil instruction time, etc.).

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 K through 5th exceeds 30, the teacher shall be paid per hour (not to exceed 6 hours) for each pupil over these limits the amount of \$1.09.
 - (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 and High 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 the amount of \$8.00 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.

- (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 non-regular class room supervision such as corridors, cafeteria, pre and post-school waiting rooms, coaching, etc., etc.
- (f) Teachers assigned duty during their preparation period shall be paid \$40.00 for such additional duty period daily on days of student attendance.
- (g) If enrollment overloads exist, teachers shall be paid for such overloads. Teachers shall be paid the per diem rate for the length of the overload. Payment for overloads will be made at the end of each semester. Overloads shall not be paid for a student who is not enrolled or a student who either does not show up or who leaves the school district. A student who does not show or who leaves the district shall not be counted in the overload calculations even though the student may appear on the roster, unless the student is actually present in the classroom. However, a student who is enrolled and who appears for class on one day during a week school is in session shall be counted for overload purposes for each day of the week (Monday through Friday or as applicable).

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. The Board agrees that when there are laid off teachers, they will be notified of any vacancies 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.

Whenever vacancies or new positions in the bargaining unit occur, and there are no certified or qualified teachers to be recalled in accordance with the layoff and recall procedures contained within this agreement, 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. Vacancies will also be posted on the School District's web site.

- 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 up to two (2) days of release time to accommodate the teacher having to move personal material and set up their classroom.
- 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.

**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, or the teacher has been laid off for a period of three (3) consecutive years for tenured teachers or those non-probationary bargaining unit members who are not entitled to tenure and for a period of two (2) years for probationary teachers.
- C. Seniority will stop upon transfer to a non-bargaining 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.

A recall list will be provided to the Association after each layoff and by October 1 of each school year.

- 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. Notification 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.
- 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 or her part, shall suffer damage to his/her 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 Two Hundred Thirty Dollars (\$230.00), a claim may be submitted to the following committee for a recommendation for action by the Board.
- 1 This committee shall be composed of six (6) members, three (3) appointed by the Association, three (3) appointed 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. No teacher shall be disciplined in the presence of students, parents or other non-certified personnel.
- B. Whenever evaluation of teachers is based on information supplied by parents, students, or other staff, 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.
- C. The "Manual for Evaluation", Section IV of the "Teacher Development and Evaluation Program", is part of the Master Agreement and cannot be changed without negotiations between the parties.

BUENA VISTA SCHOOL DISTRICT

TEACHER EVALUATION PLAN

For all non-tenured teachers:

All non-tenured teachers will be formally evaluated once a semester for four (4) years.

The **first semester evaluation** must be completed before the **December holiday break**.

The **second semester evaluation** must be completed by **April 1st**.

For all tenured teachers:

All tenured teachers will be formally evaluated once every three- (3) years, unless there is unsatisfactory performance, by April 1st of the year of the evaluation.

If the teacher believes that the supervisor is biased he/she may request that an evaluator be selected from outside the teacher's building. This must be done prior to the start of the evaluation and given in writing to the Superintendent.

1. **Pre Evaluation Conference**

At the start of the school year, no later than October 15, all non-tenured teachers and tenured teachers who are to be evaluated must have a pre-conference meeting that reviews the following:

- The teacher must have a copy of the “**Manual for Teacher Evaluation**”
- The teacher must have a copy of the “**Collective Bargaining Agreement**” (provided by the administration)
- The “**Manual for Teacher Evaluation**” is to be discussed with the teacher
- The teacher must be given a copy of the Individual Development Plan (IDP) developed cooperatively by the administrator and the teacher

2. **Observations**

Probationary Teachers

- A minimum of one formal classroom observation per semester is required
- Each formal classroom observation must be at least one full instructional period.
- Additional observations, formal or informal, may be conducted at the discretion of the administrator.
- At least two (2) of the formal classroom observations must be sixty (60) days apart.
- Formal classroom observations must be in the open and with the knowledge of the teacher.

Tenured Teachers

- A minimum of one formal classroom observation must be conducted per year, unless more are required by the administration.
- Each formal classroom observation must be one full instructional period.
- Additional observations, formal or informal, may be conducted at the discretion of the administrator.
- Formal classroom observations must be in the open and with the knowledge of the teacher.

3. **A Post Observation Conference**

- Must be held after each formal observation
- Must be held within ten days after each formal observation

4. Written Evaluations

- A. 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.
- B. 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.

- C. 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.
- D. 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.

Probationary Teachers

- All non-tenured teachers will be formally evaluated at least once a semester for four (4) years.
- Teachers must be observed before the December holiday break and must be given a written evaluation and an evaluation conference must be conducted before the end of the first semester, for the first evaluation, and must be observed and given a written evaluation and evaluation conference held before April 1st for the second evaluation.
- All evaluations based on teacher performance shall be conducted openly and with the knowledge of the teacher.
- An evaluation of the IDP **must** be completed and included with the final written evaluation. Failure of the evaluator to comply with this requirement will result in a satisfactory evaluation for a non-tenured teacher.
- If there are any areas that are unsatisfactory, an Individual Development Plan (IDP) for improvement will be developed and a copy given to the teacher.

Tenured Teachers

- Teachers must be given a written evaluation and an evaluation conference must be conducted by April 1st of the year of the evaluation.
- All evaluations based on teacher performance shall be conducted openly and with knowledge of the teacher.
- If there are any areas that are unsatisfactory, an Individual Development Plan (IDP) for improvement will be developed and a copy given to the teacher.
- An evaluation of the IDP will be monitored by the Administrator and a reevaluation will take place the following year.
- 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.

BUENA VISTA SCHOOL DISTRICT

TEACHER EVALUATION

(Due before April 1st to Superintendent)

Name: _____	Pre Teacher Evaluation Conference Date: _____
School: _____	School Year: _____
Current Status: Non Tenured: Year of Probation ____ 1 st ____ 2 nd ____ 3 rd ____ 4 th	
Mentor Name: _____	
Current Status: Tenured: _____	Last Evaluation Date: _____

Summary of District Evaluation Standards
--

Satisfactory Unsatisfactory

- | | | |
|-------|-------|--|
| _____ | _____ | I. Professional Attitudes and Behavior |
| _____ | _____ | II. Instructional Competencies |
| _____ | _____ | III. Classroom Management |

Comments:

Recommendation:

Evaluator's Signature _____ Date: _____

Teacher's signature reflects the reading and discussion of this report with the evaluator.

Teacher's Signature: _____ Date: _____

*Review of IDP must be documented on final evaluation.

Name: _____

Evaluator: _____

School Year: _____

District Evaluation Standard

I. Professional Attitudes and Behavior

Components	Descriptors
Professional Activities	Actively participates in professional activities. (e.g. faculty meetings, parent/teacher conferences, in-services, workshops, child study teams, IEP meetings, curriculum meetings, team meetings, etc.)
Professional Behavior	Maintains professional behavior and follows established district policies and procedures. (e.g. professional interaction with students, confidentiality, professional ethics, etc.)
Record Keeping	Performs required record keeping. (e.g. attendance records, lesson plans, report cards, special education forms, conference and field trip forms, etc.)
Parent & Community Relations	Promotes positive relationships with parents and the community.
Professional Interactions	Collaborates professionally with other educational personnel.
Problem Solving	Uses a logical process to solve problems. (e.g. demonstrates team building skills, contributes to the decision making process, etc.)
Professional Improvement	Accepts evaluation and redirection and make necessary improvements.
Change Implementation	Accepts and implements change in a positive professional manner. (e.g. implements new programs and policies, is willing to accept decisions made by others, etc.)
Professional Growth	Engages in life long learning activities to enhance professional growth.

Comments: 1st Semester Formal Observation. (Before December Holiday Break)

Comments: 2nd Semester Formal Observation. (Before April 1st)

Name: _____ Evaluator: _____ School Year: _____

INDIVIDUAL DEVELOPMENT PLAN/PROFESSIONAL DEVELOPMENT PLAN

I. Professional Attitudes and Behavior

Current Status: Non Tenured Year of Probation ___ 1st, ___ 2nd, ___ 3rd, ___ 4th

IDP Model: _____ Developmental _____ Improvement

Current Status: Tenured

IDP Model: _____ Improvement _____ Enhancing (optional)

GOAL(S):

TEACHER PLAN:

ADMINISTRATIVE SUPPORT:

END OF YEAR ASSESSMENT OF TEACHER'S PROGRESS IN MEETING THE IDP GOAL(S):
(Before April 1st)

Goal(s) Completed: YES _____ NO _____ Date: _____
Improvement Plan Needed YES _____ NO _____

Name: _____

Evaluator: _____

School Year: _____

**District Evaluation Standard
II. Instructional Competencies**

Components	Descriptors
Instructional Decisions	Designs instruction for students with diverse needs. (e.g. students with learning or behavior problems and those who are gifted and talented, etc.)
Student Attentiveness	Maintains student attention. (e.g. involves students in instructional activities by calling on them, encourages participation, uses motivational techniques, etc.)
Assessment Design	Designs assessments that measure student learning related directly to the content standards and benchmarks.
Assessment Variety	Uses a variety of assessments to determine student progress toward meeting the content standards and benchmarks in the core academic areas. (e.g. teacher made, norm referenced, criterion referenced, project based, etc.)
Student Needs	Articulates the needs of students with learning or behavior problems. (e.g. communicates with parents and administrators, seeks help, makes referrals, acts as a resource for parents, etc.)
Additional Time	Provides additional time for students in need of assistance.
Planning	Demonstrates appropriate lesson planning. (e.g. develops plans in advance of scheduled activities, carries out the planned instructional routine, and the lesson plans reflect the alignment of curriculum, instruction, and assessment, etc.)
Instructional Delivery	Communicates directions, explanations, and instructional content in a manner understood by students.
Subject Knowledge	Demonstrates knowledge of subject areas through instructional practices.
Preparation for Absence	Prepares in advance for teacher absence. (e.g. lesson plans, student assignments, classroom activities, substitute folder, etc.)
Resources	Uses district approved resources to deliver the curriculum. (e.g. other teachers, counselors, administrators, consultants, social workers, etc.)
Assessment Feedback	Uses feedback from assessments to modify and/or enhance student learning.
Curriculum Enhancement	Facilitates student learning by enhancing the curriculum with a variety of instructional materials and activities. (e.g. technology, field trips, manipulatives, supplementary materials, etc.)
Grading	Is objective and consistent in assessing student learning. (e.g. quizzes, tests, reporting grades, etc.)

Comments: 1st Semester Formal Observation. (Before December Holiday Break)

Comments: 2nd Semester Formal Observation. (Before April 1st)

Name: _____ Evaluator: _____ School Year: _____

INDIVIDUAL DEVELOPMENT PLAN/PROFESSIONAL DEVELOPMENT PLAN

II. Instructional Competencies

Current Status: Non Tenured

Year of Probation ___ 1st, ___ 2nd, ___ 3rd, ___ 4th

IDP Model: _____ **Developmental** _____ **Improvement**

Current Status: Tenured

IDP Model: _____ **Improvement** _____ **Enhancing (optional)**

GOAL(S):

TEACHER PLAN:

ADMINISTRATIVE SUPPORT:

END OF YEAR ASSESSMENT OF TEACHER'S PROGRESS IN MEETING THE IDP GOAL(S):
(Before April 1st)

Goal(s) Completed: YES _____ NO _____ **Date:** _____
Improvement Plan Needed YES _____ NO _____

Name: _____

Evaluator: _____

School Year: _____

District Evaluation Standard

III. Classroom Management

Components	Descriptors
Positive Environment	Maintains a positive classroom environment with high expectations for students. (e.g. praises, interacts spontaneously with students, maintains positive social support, etc.)
Classroom Rules and Expectations	Maintains social and academic behavior in accordance with district policies and procedures. (e.g. conveys rules in written and verbal form, enforces rules, provides clear expectations of appropriate student behavior.)
Reinforcements and Rewards	Reinforces and rewards appropriate social and academic behavior. (e.g. congratulates and acknowledges student progress, success, etc.)
Behavioral Intervention	Utilizes behavioral strategies that work. (e.g. prevents behavior problems by intervening early, routinely circulates throughout the classroom, interacts with students, redirects student attention to tasks, etc.)
Student Needs	Monitors and adjusts to student needs. (e.g. communicates with students to maintain academic performance, etc.)
Classroom Organization and Design	Maintains classroom organization and design that reinforces acceptable behavior. (e.g. classroom is organized efficiently to meet the educational needs of students, students are actively involved in learning, etc.)
General Supervision	Provides general supervision throughout the school. (e.g. hallway, cafeteria, buses, playground, auditorium, etc.)
Positive Attitude	Demonstrates a positive professional attitude toward students. (e.g. treats students with respect, remains objective and positive when dealing with student problems, etc.)
Behavioral Expectations	Has reasonable expectations for student behavior. (e.g. provides developmentally appropriate practices, treats students equitably, allows flexibility for diverse behavior and academic performance, etc.)

Comments: 1st Semester Formal Observation. (Before December Holiday Break)

Comments: 2nd Semester Formal Observation. (Before April 1st)

Name: _____ Evaluator: _____ School Year: _____

INDIVIDUAL DEVELOPMENT PLAN/PROFESSIONAL DEVELOPMENT PLAN

III. Classroom Management

Current Status: Non Tenured

Year of Probation ___ 1st, ___ 2nd, ___ 3rd, ___ 4th

IDP Model: _____ **Developmental** _____ **Improvement**

Current Status: Tenured

IDP Model: _____ **Improvement** _____ **Enhancing (optional)**

GOAL(S):

TEACHER PLAN:

ADMINISTRATIVE SUPPORT:

END OF YEAR ASSESSMENT OF TEACHER'S PROGRESS IN MEETING THE IDP GOAL(S):
(Before April 1st)

Goal(s) Completed: YES _____ NO _____ **Date:** _____

Improvement Plan Needed YES _____ NO _____

**ARTICLE XIII
TEACHING CONDITIONS**

- A. Whenever 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.
- 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. The Administration agrees that the use of the public address system is a disruption to the classroom. The use of individual classroom telephones is to be encouraged.
- O. The School Social Worker and School Psychologist hours must necessarily be adjusted to reflect the needs of students and parents.
- P. Each teacher will be provided with his or her tentative teaching assignment by August 1st.

**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 OF ABSENCE**

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 seventy-five (75).
- B. There will be a carry-over of accumulated total days for sick leave of seventy-five (75) 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 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 calendar 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 or otherwise provided by statute.

- 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 for days used by the Association over nine (9) of the twenty (20) days (or 25 days as appropriate). In years that the collective bargaining agreement is being negotiated, the total number of days allowed under this provision shall be twenty-five (25) days. The Association shall make such request one (1) week prior to the date of the use of the day. 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); RM (Routine Mammogram) Master Medical Supplemental Benefit Certificate, Option IV (catastrophic master medical) deductibles of \$100/\$200 and 80%/20% after; A-80 (vision care program); prescription drug benefits \$7.00 generic/\$14 brand name (Mail order prescription drugs up to 90-day supply per 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 a optional Preferred Provider Plan. Those teachers electing to use such a plan shall also receive the following:

Option IV (catastrophic master medical) deductibles of \$100/\$200 and 90%/10% after; prescription drug benefits \$5.00 generic/\$10 brand name (Mail order prescription drugs up to 90-day supply per co-pay).

- I. \$20,000 increase in this Life Insurance.
 - II. A-80-FLVS-A (Vision Insurance)
 - III. PSA Test Coverage
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 further is 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 up to a \$3,000 (8.475% of B.A. Base) max per month.
- 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.

Only one incentive will be awarded per married couple in any year.

- 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.

- I. An insurance tradeoff of \$1,600 per year paid over the number of pay periods elected will be offered to members choosing not to be covered under the district's health insurance.

**ARTICLE XIX
REVIEW BOARD**

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
NO STRIKE PLEDGE**

The Association and the Board recognize that strikes and other forms of work stoppages by teachers are contrary to law and public policy. The Association and the Board subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the school program. The Association therefore agrees that its officers, representatives, and members shall not authorize instigate, cause, aid, encourage, ratify, or condone, nor shall any teacher take part in any strike, slowdown or stoppage of work, boycott, professional sanctions, picketing or other 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
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, but in no case will anyone be granted more than 8 years of experience.
- 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
WAIVE 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 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
SAVINGS CLAUSE**

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
SUBSTITUTE TEACHERS**

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	\$ 70.00
Five or more consecutive day	75.00

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
LESSON PLAN COMMITTEE**

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.

ARTICLE XXVI
TEACHER SCHEDULE

2006-07/2007-08

EXP	STEP	B.A.	M.A.	ED.SPEC.	
	0	1	39,964	42,296	44,598
	1/2	2	41,073	43,749	46,089
	1	3	42,177	45,196	47,582
	1 1/2	4	43,104	46,353	48,849
	2	5	44,034	47,520	50,118
	2 1/2	6	44,966	48,800	51,465
	3	7	45,896	50,073	52,815
	3 1/2	8	46,937	50,996	53,795
	4	9	47,985	51,932	54,773
	4 1/2	10	49,029	53,212	56,130
	5	11	50,073	54,493	57,470
	5 1/2	12	51,236	55,655	58,688
	6	13	52,395	56,813	59,924
	6 1/2	14	53,564	57,980	61,148
	7	15	54,723	59,136	62,378
	7 1/2	16	55,885	60,302	63,602
	8	17	57,043	61,460	64,822
	8 1/2	18	58,210	62,619	65,820
	9	19	59,371	63,786	66,807
	9 1/2	20	60,534	65,177	68,081
	10	21	61,691	66,576	69,361
	10 1/2	22	62,858	67,966	70,292
	11	23	64,022	69,355	71,218
	11 1/2	24	65,177	70,753	72,904
	12	25	66,338	72,146	74,585

TEACHER SCHEDULE

2008-09

EXP	STEP	B.A.	M.A.	ED.SPEC.	
	0	1	40,284	42,634	44,955
	1/2	2	41,402	44,099	46,458
	1	3	42,514	45,558	47,963
	1 1/2	4	43,449	46,724	49,240
	2	5	44,386	47,900	50,519
	2 1/2	6	45,326	49,190	51,877
	3	7	46,263	50,474	52,885
	3 1/2	8	47,313	51,404	54,225
	4	9	48,369	52,347	55,211
	4 1/2	10	49,421	53,638	56,579
	5	11	50,474	54,929	57,930
	5 1/2	12	51,646	56,100	59,158
	6	13	52,814	57,268	60,403
	6 1/2	14	53,993	58,444	61,637
	7	15	55,161	59,609	62,877
	7 1/2	16	56,332	60,784	64,111
	8	17	57,499	61,956	65,341
	8 1/2	18	58,676	63,120	66,347
	9	19	59,846	64,296	67,341
	9 1/2	20	61,018	65,698	68,626
	10	21	62,185	67,109	69,916
	10 1/2	22	63,361	68,510	70,854
	11	23	64,534	69,910	71,788
	11 1/2	24	65,698	71,319	73,487
	12	25	66,869	72,723	75,182

Salary Schedule Reflects a 0.8% Increase over 2006-07
and 2007-08

SCHEDULE A

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	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:

2001-2006, same total days as teachers. Any additional days not to exceed 202 shall be paid at regular rate of 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

	<u>% of yearly contract base</u>		<u>% of yearly contract base</u>
<i>Dramatic Director</i>		<i>Set Director</i>	
Per 1-act play	2%	Per 1-act play	1%
Per 2-act play	3%	Per 2-act play	1.5%
Per 3-act play	4%	Per 3-act play	2%
<i>Music</i>		<i>Vocal Music Director</i>	
<i>Senior High Marching Band</i>			
Step I	5%	Step I	5%
Step II	6%	Step II	6%
Step III	7%	Step III	7%
<i>Debate Coach</i>		<i>Dance Chorographer</i>	
Step I	3%	Step I	5%
Step II	4%	Step II	6%
Step III	5%	Step III	7%
<i>North Central Association Accreditation</i>		<i>Homecoming Advisor</i>	
<i>Chairperson</i>		Chairperson	2%
One additional preparation period		Assistant	1%
Step I	5%		
Step II	6%		
Step III	7%		
<i>School Improvement Team</i>			
<i>Chairperson</i>			
Step I	5%		
Step II	6%		
Step III	7%		

Department chairpersons/elementary and secondary team leaders shall be paid 4.5% of B.A. base.

Senior Class Advisor(s) and/or Yearbook Advisor(s) shall be paid 3.5% of B.A. base.

Driver Ed. Instructors shall be paid according to the following hourly schedule:

Step I	.063% of B.A. Base
Step II	.064% of B.A. Base
Step III	.066% of B.A. Base

Business and Vocational Education Teacher/Co-op Job Placement Coordinator - will work ten days additional to total teacher days at regular daily rate. On scheduled student days the position is assigned four classes, a preparation period and one hour release time for co-op responsibilities during the year.

Mileage for Transient staff \$50/per month.

Mentors will receive \$1,200 per mentee. Accepting a request to mentor is voluntary.

SCHEDULE C

All appointments to SCHEDULE C shall be at the pleasure of the Board and shall be automatically renewed at the end of the season upon receiving a satisfactory evaluation by the principal of his/her designee unless the Board determines to not fill the position and/or eliminate the sport.

1. When a coach receives an unsatisfactory evaluation for the current season, the position will be posted within 30 days and filled within 90 days of the last game of the season.
2. When a coach resigns, the position will be posted within ten (10) days and filled within 40 days of the date of the resignation.
3. After a joint recommendation by the principal and Interview Committee, all appointments of new coaches will be presented to the superintendent for Board authorization.

<u>JUNIOR HIGH</u>	<u>Step 1</u>	<u>Step 2</u>			
<u>ATHLETIC DIRECTOR</u>	15.5%	17%			
<u>FOOTBALL</u>					
Head	7.5%	9%			
Assistant	5.5%	7%			
<u>BASKETBALL</u>					
Boys 8th grade	7.5%	9%			
Girls 8th grade	7.5%	9%			
Boys 7th grade	7.5%	9%			
Girls 7th grade	7.5%	9%			
<u>TRACK</u>					
Boys	4.5%	6%			
Girls	4.5%	6%			
<u>TENNIS</u>					
Boys	4.5%	6%			
Girls	4.5%	6%			
<u>VOLLEYBALL</u>					
Boys	4.5%	6%			
Girls	4.5%	6%			
<u>SOFTBALL</u>					
Girls	4.5%	6%			
<u>BASEBALL</u>					
Boys	4.5%	6%			
<u>CHEERLEADING</u>	4.5%	6%			
<u>POM PON</u>	4.5%	6%			
All percentages of SCHEDULES B and C are percentages of the B.A. Base.					
<u>HIGH SCHOOL</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>		
<u>ATHLETIC DIRECTOR</u>	18%	19.5%	25%*		
<u>FOOTBALL</u>					
Varsity Head	15.5%	17%			
Varsity Assistant	8%	9.5%			
J.V. Head	8%	9.5%			
J.V. Assistant	8%	9.5%			
<u>BASKETBALL</u>					
Varsity Head Boys	15.5%	17%			
Varsity Head Girls	15.5%	17%			

<u>HIGH SCHOOL</u>	<u>Step 1</u>	<u>Step 2</u>		
<u>BASKETBALL</u>				
<u>J.V.</u>				
Boys	8%	9.5%		
Girls	8%	9.5%		
Freshman Boys	8%	9.5%		
Girls	8%	9.5%		
<u>TRACK</u>				
Head Boys	11%	12.5%		
Head Girls	11%	12.5%		
Assistant Boys	5.5%	7%		
Assistant Girls	5.5%	7%		
<u>CROSS COUNTRY</u>	6.5%	8%		
<u>WRESTLING</u>				
Head	11%	12.5%		
Assistant	5.5%	7%		
<u>BASEBALL</u>				
Head	11%	12.5%		
Assistant	5.5%	7%		
<u>GOLF</u>	6.5%	8%		
<u>TENNIS</u>				
Boys	6.5%	8%		
Girls	6.5%	8%		
<u>POM PON</u>	6.5%	8%		
<u>VOLLEYBALL</u>				
Head	11%	12.5%		
Assistant	5.5%	7%		
<u>SOFTBALL</u>				
Head	11%	12.5%		
Assistant	5.5%	7%		
<u>EQUIPMENT MGR</u>	11.0%	12.5%		
<u>CHEERLEADING</u>				
Coach	9.5%	11%		
<u>ATHLETIC TRAINER</u>	15.5%	17%		
(for 2001/2002 school year) (Memo of Understanding to negotiate for 2002/2006 school years)				
*Applies to any High School Athletic Director who has been on the job for five (5) or more years.				

**ARTICLE XXVII
TEACHER WORK DAYS**

<u>YEAR</u>	<u>TOTAL STUDENT/PUPIL DAYS</u>	<u>TOTAL TEACHER DAYS</u>
2006-07	182	192
2007-08	180	188
2008-09	180	188

Additional days to the calendar shall be paid at the daily rate.

**ARTICLE XXVIII
WOLVERINE TEACHERS**

The parties agree that all provisions of the collective bargaining agreement (hereinafter referred to as the "Master Agreement") shall be applicable in all respects to the members of the bargaining unit employed at Wolverine Secure Treatment Center except as set forth below.

1. **Article I – Recognition.** In addition to the bargaining unit described in the Master Agreement (hereinafter referred to as the "K-12 Unit"), the Board hereby recognizes the Association as the sole and exclusive representative to the extent required by Act 379 of the Public Acts of 1965 for teachers employed at the Wolverine Secure Treatment Center. The term teacher, as defined in the Master Agreement, shall include teachers at Wolverine who may also be referred to herein as "Wolverine staff."

2. **Article VI – Teaching Hours.** The provisions of Article VI of the Master Agreement shall not be applicable to wolverine staff. The following provisions concerning teaching hours will apply:
 - a. The normal teacher hours for Wolverine staff shall not exceed eight (8) clock hours per day.
 - b. The Board shall have the right to set starting and quitting times and to establish pupil contact time.
 - c. A teacher's preparation time shall be established by the Board as necessary to meet programmatic needs and shall be subject to FIA and Wolverine policy and rules but shall not be less than the equivalent of one high school preparation period per day.
 - d. Teachers, as a part of their regular work day, may be required to eat their lunch with students. Lunches may not necessarily be uninterrupted, but are included within the normal eight (8) hour work day.
 - e. Teachers shall be required to attend such facility meetings as requested. Facility meetings shall normally be included within the eight hour day.
 - f. For the purpose of determining compliance with State of Michigan rules, FIA rules and Wolverine rules, the parties agree that the terms in this Agreement shall be interpreted by using the definitions contained in the State rules, FIA rules and Wolverine rules where applicable.

- g. Wolverine Teachers shall not be required to exceed five (5) hours and thirty (30) minutes of pupil instruction (including passing time) per day or equivalent) beginning the 2007-08 school year.
- 3. **Article VII – Student Teacher Ratio.** The provisions of Article VII in the Master Agreement shall not apply to Wolverine staff. The Board reserves the right to set student teacher ratios and to comply with Wolverine and/or Department of Education and/or FIA requirements, policies and rules applicable to delivery of educational services.
- 4. **Article VIII – Transfers and Vacancies.**
 - a. The provisions of Article VIII of the Master Agreement shall not apply to Wolverine staff. The Wolverine staff and the K-12 bargaining unit shall be considered as two separate non-interchangeable occupational groups. There shall be no obligation on the part of the Board to transfer teachers from Wolverine to the K-12 bargaining unit or from the K-12 bargaining unit to Wolverine except as provided by the Michigan Teacher's Tenure Act. Whenever vacancies or new positions in the bargaining unit occur, such vacancies will be posted for five (5) days so that interested faculty personnel may apply for such vacancy. During the summer, a memorandum will be sent to the BVEA President. The Board has no obligation to hire K-12 teachers for vacancies at Wolverine.
- 5. **Article IX –Seniority.** WOLVERINE STAFF SHALL BE PLACED ON THE SENIORITY LIST BASED ON THEIR ORIGINAL HIRE DATE AT THE WOLVERINE FACILITY. The provisions of Article IX of the Master Agreement, shall not apply. The following Seniority provisions will apply:
 - a. **Probation.** All newly hired teachers at Wolverine shall be considered probationary for the first four years of their employment and they shall have only those rights set forth in the Michigan Teacher Tenure Act. Upon completion of the probationary period, Wolverine teachers shall rank for seniority from the date that they commence their employment with Wolverine.
 - b. **Definition.** Seniority shall be defined as length of service within the bargaining unit. Nevertheless, the Wolverine teachers shall be considered a separate, non-interchangeable occupational group but will be included on the seniority list prepared by the employer pursuant to the provisions of Article IX of the Master Agreement and the Wolverine teachers will not be listed separately.
 - c. **Loss of Seniority.** All seniority will be lost when employment is severed by retirement, discharge for cause under the Michigan Tenure Act, quit, resignation, failure to return within three (5) days after termination of a leave of absence or where a teacher has been laid off for a period of two (3) consecutive years.
 - d. Seniority will stop upon transfer to a non-bargaining unit position, but will be reinstated upon returning to the bargaining unit. However, length of service before or during a period of time that Wolverine was considered outside of the bargaining unit will not be added to an individual's seniority; except that the effective date of employment of Wolverine teachers affected by this agreement shall be considered their date of hire with Wolverine notwithstanding the fact they may have had previous experience with Buena Vista Schools.
 - e. 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 the district or layoff.

6. **Article X – Reduction in Work Force.** The provisions of Article X of the Master Agreement shall not apply to Wolverine staff. In order to promote an orderly reduction in personnel at the Wolverine facility, when the educational program and curriculum and staff are curtailed, the following procedure will be used.
- a. Probationary teachers will be laid off first provided the remaining teachers have the certification and qualifications to perform the educational services that remain following the layoff.
 - b. In the event a non-probationary teacher must be laid, off, layoff will be on the basis of seniority and certification provided the following qualifications are equal:
 - i. Major/Minor
 - ii. Professional Growth – Graduate Credit
 - iii. Prior experience

The Association shall have the right to review the layoff list prior to notification of individual teachers to be laid off. In the event they dispute concerning the layoff list, the Association shall have the right to meet with representatives of the Board concerning the layoff list.
 - c. It is expressly understood between the Board and the Association that the Wolverine staff constitute a separate, non-interchangeable occupational group which, in the event of a layoff, has no right to claim positions held by less senior teachers in the K-12 bargaining unit except as provided under the Michigan Teacher’s Tenure Act. Likewise, a teacher laid off from the K-12 bargaining unit shall have no right to claim the job of a less senior teacher at Wolverine except as provided under the Michigan Teacher’s Tenure Act.
 - d. **Recall.** Teachers shall be recalled in the inverse order of layoff for new positions or vacancies which occur at the Wolverine Center for which they are certified and qualified in accordance with the above procedure.
 - e. Refusal of an offer from the Board for a position in the bargaining unit or for a position at Wolverine Center or failure to respond within fifteen (15) days of receipt of written offer of a position made by the Board shall result in the loss of seniority and termination of employment.
 - i. Notification of recall shall be in writing, with a copy to the Association. 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.
 - ii. The Board agrees that when there are laid off teachers, they will be notified of any vacancy or new position at Wolverine Center 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.
 - f. Subject to the contracts of the Board’s various insurance carriers, and pursuant to applicable law, a laid off teacher may continue his or her health, vision, dental, and life insurance benefits by paying the monthly group premium rate for such benefits.
7. **Article XI – Protection of Teachers.** The provisions of Article XI of the Master Agreement shall apply except as follows: Paragraphs A and D shall not be applicable to the Wolverine Faculty and Staff.

8. **Article XIII – Teaching Conditions.** The provisions of Article XIII of the Master Agreement shall be applicable to Wolverine staff except where the parties recognize the following variances and such variances shall not constitute a violation of the agreement.
- a. All supplies are requisitioned by the principal and requisition procedures may be different from procedures used by the K-12 staff.
 - b. There is no faculty lounge reserved for teachers and there is no obligation on the part of the Board to provide a teacher's lounge at the Wolverine Center.
 - c. A teacher who is reporting as unavailable for work will call the principal before 6:50 AM. However, whenever possible, teachers should give as much notice as possible when they are aware that they will not be available for duty.
 - d. The provisions of paragraph I of Article XIII shall not apply.
 - e. The provisions of paragraph J of Article XIII shall not apply except that the Board agrees to provide a separate desk in each classroom, text to be used in each course and dictionaries. In addition, telephone facilities shall be made available for teachers for their reasonable use.
Other than recognizing the dangers inherent to teaching inmates of a maximum security facility, teachers shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health safety or well being.
 - f. The provisions of paragraphs L, M N and O shall be applicable to Wolverine staff.
10. **Article XIV – Leaves of Absence.** The provisions of Article XIV of the Master Agreement shall apply to Wolverine staff except as follows:
- a. With respect to reinstatement to a “original position” or a “comparable position” as referred to in the Master Agreement, the provision shall be interpreted to include only positions at Wolverine Secure Treatment Center.
 - b. With respect to return to work, the parties recognize the Wolverine staff is a separate and non-interchangeable occupational group except as provided by the Michigan Teacher’s Tenure Act.
11. **Article XV – Paid Leave of Absence.** The provisions of article XV of the Master Agreement shall apply to Wolverine staff. The parties shall discuss any issues relative to a transition of Wolverine staff to the new structure.
12. **Article XVI – Other Absences from Duty.** The provisions of Article XVI shall apply to Wolverine staff except that the provisions of paragraph K shall not create any additional days available. Wolverine staff, if selected to attend Association business, who be entitled to the benefit of paragraph K, but no additional days shall be granted.
13. **Article XIX – Review Board.** The provisions of Article XIX of the Master Agreement shall apply, but the Board shall not be required to have a separate monthly meeting with the Buena Vista Education Association negotiating committee regarding Wolverine staff issues. At the same time, Wolverine staff issues may be discussed at the regular monthly review Board meeting.
14. **Article XXIV – Substitute Teachers.** The provisions of Article XXIV of the Master Agreement shall not apply to Wolverine staff. The Board reserves the right to use substitutes or to continue its practice of using teacher assistants in their room in the absence of the teacher.

15. **Article XXV – Lesson Plan Committee.** The provisions of Article XXV of the Master Agreement shall not apply to Wolverine staff.

16. **Teacher Salary Schedule.**

All improvements in salaries and benefits agreed to in the tentative agreement dated February 8, 2007 shall be applicable to Wolverine staff. Wolverine staff shall be required to work 192 work days in the 2006-07 school year and 188 work days in the 2007-08 and 2008-09 school years. Schedule B and C shall not be applicable to Wolverine staff in the same manner as the schedule is applicable to K – 12 teachers, i.e., if a Wolverine teacher is selected as a coach they shall be compensated as provided for in the appropriate schedule.

**ARTICLE XXIV
TERMS OF AGREEMENT**

This agreement shall be effective on the date of ratification and shall remain in full force and effect without change, addition, or amendment from February 8, 2007 to June 30, 2009, 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 8th day of February, 2007.

BUENA VISTA SCHOOL DISTRICT

BUENA VISTA EDUCATION ASSOCIATION

