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8/23/2000

AGREEMENT

between the

COVERT PUBLIC SCHOOLS

and the

VAN BUREN COUNTY EDUCATION ASSOCIATION/

COVERT EDUCATIONAL ASSOCIATION

1997 - 2000

Covert Public Schools

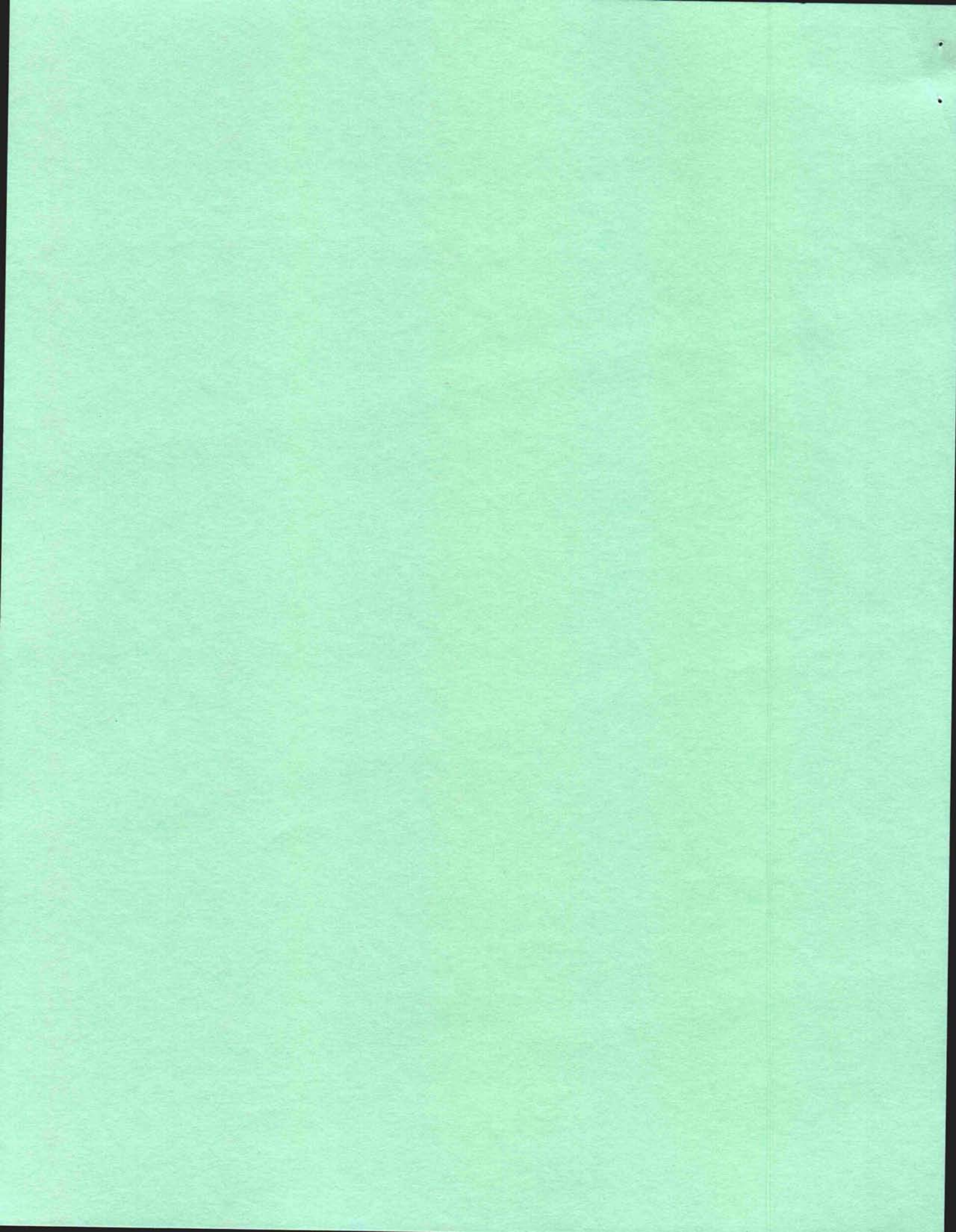


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This agreement made by and between Covert Public Schools District No. 18, Covert, Michigan (hereinafter called the Board) and the Van Buren County Education Association, Covert Education Association, MEA-NEA (hereinafter called the Association); WITNESSETH:

WHEREAS, the Board has a statutory obligation, pursuant to the Public employment Relations Act, Act 336 of the Michigan Public Acts of 1947 as amended, to bargaining with the Association as the representative of its teaching personnel with respect to hours, wages, terms and conditions of employment, and

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement.

In consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE I

RECOGNITION AND DEFINITION

- A. The Board recognizes the Association as the sole and exclusive collective bargaining representative for all teachers.
- B. For the purpose of this Agreement, the word "teacher" shall mean all full time and regularly employed part-time certified teachers, reading consultants, mathematic consultants, vocal music directors, instrumental music directors, computer coordinators, social studies consultants, science consultants, temporary replacement teachers, and guidance counselors for preschool and grades K - 12 for the regular school term except:
 - 1. Substitute teachers and teachers aides;
 - 2. Supervisory and administrative personnel, including, but not limited to the Superintendent, Assistant Superintendent, Business Manager, Principals, and Assistant Principals.
 - 3. All other employees.

ARTICLE II

MANAGEMENT RIGHTS

The employer, on its own behalf and on behalf of the electors of the School District, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan, and of the United States, including, but without limiting the generality of the foregoing, the right:

- A. To the executive management and administrative control of the school system and its properties and facilities, and the school activities of its employees.
- B. To hire all employees, and subject to the provisions of law, to determine their qualifications and the conditions of their continued employment, or their dismissal or demotion; and to promote, transfer, all such employees.
- C. The right to direct the working force, including the right to hire, promote, suspend and discharge employees, transfer employees, determine the size of the work force and to lay off employees.
- D. Adapt reasonable rules and regulations.
- E. Determine the location or relocation of its facilities, including the establishment or relocation of new schools, buildings, departments, divisions or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities.
- F. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the employer, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms thereof are in conformance with the Constitution and laws of the State of Michigan, and the Constitution of the United States.

ARTICLE III

ASSOCIATION RIGHTS

The Association shall have, in addition to other rights expressly set forth herein or provided by law, the following rights:

- A. Members of the Association employed by the Board shall have the right, without priority, to schedule with the building principal use of school building facilities to conduct Association business. The district shall be reimbursed by the Association for any costs which would not ordinarily be incurred by the school district if said facilities were not used by the Association. The scheduling of such use of the school building facilities shall in no event, be in conflict with any school district or educational activity.
- B. The Association may provide bulletin boards in the teachers' lounge and the Board will provide for the installations.

- C. School reproduction facilities shall not be used for the reproduction of Association materials without prior approval of the Board or Administrative staff.
- D. The use of teacher mail boxes for the conduct of its official business.
- E. Association members or representatives who are not employees of the Board, must receive permission from the building principal immediately upon entering school property in order to remain on school property.
- F. The Association and teachers shall be notified in writing of policy or procedural changes related to teaching duties.
- G. Teacher Protection (Complaints Against a Teacher)
 - 1. A complaint against a teacher that results in a permanent record of the complaint, or discipline as a result of the complaint, will be discussed with the teacher before any action is taken. The teacher will be given an opportunity to resolve the complaint before any record of the complaint is added to the personnel file.
 - 2. If the teacher is to be disciplined as a result of the complaint, the administrator will meet with the teacher (within five [5] working days when appropriate) following the day of the complaint to discuss the complaint with the teacher. Section H of this article will govern the process of the disciplinary as provided below.
- H. Employee Discipline
 - 1. No employee shall be disciplined, reprimanded, reduced in rank or compensation, or deprived of professional benefits without just cause. Before placing written reprimands in an employee's personnel file, the administrator making the reprimand shall:
 - (a.) Discuss the reasons for the reprimand with the employee.
 - (b.) Provide a copy of the reprimand to the employee.
 - (c.) At the request of the employee, allow an Association representative to be present when the reprimand is presented to the employee.

ARTICLE IV

TEACHER RIGHTS AND RESPONSIBILITIES

- A. TEACHER RIGHTS: Each teacher shall have, in addition to all other rights expressly set forth herein or provided by law, the following rights:
 - 1. Evaluation. It is the right and responsibility of the administrative staff to evaluate the performance of teachers and to visit classrooms for purposes of evaluating and

promoting the educational program. The Board shall adopt written policies for the evaluation of teachers which conform with the following guidelines:

- (a.) Evaluations shall be primarily used for the purpose of improving the effectiveness of each teacher. For such purposes, every reasonable effort shall be made to keep each teacher apprised of his/her performance on a continuing basis and each formal evaluation shall be followed by a conference between the administrator and the teacher.
- (b.) Formal evaluation shall be conducted openly and with the full knowledge of the teacher. Each teacher shall be furnished a copy of the current evaluation form and shall thereafter be furnished any changes in the evaluation form prior to the first evaluation using such form. Each teacher shall also be furnished a copy of each completed evaluation form.
- (c.) Probationary teachers shall be formally evaluated at least twice during each school year, the first evaluation to be within ninety (90) days from the beginning of the school year or the date of employment, whichever shall last occur.
- (d.) Tenure teachers shall be evaluated at least once during each school year. The Board may provide for such additional evaluations as it shall determine to be necessary for the proper conduct of the educational program.
- (e.) Formal evaluations shall include direct classroom observation. Within ten (10) work days following the observation, a conference as indicated in Article IV, A., 1 (a.) above shall be held between the teacher and the evaluating administrator. The teacher's completed evaluation shall be made available to the teacher two (2) working days prior to the conference; at the end of the first conference, the teacher shall sign the completed evaluation form. The teacher shall have three (3) working days to request a second conference if he/she desires a second conference with the evaluating administrator. Said evaluation shall not become a part of the teacher's personnel file until the second conference, if requested, as stipulated above, is held as provided in Article IV, A., 2 below.
 - (1.) The teacher, together with a representative of the Association, if desired, shall have the right to meet with the administrator or administrators responsible for the place of such materials in the personnel file, provided that the teacher, in writing, requests such meeting within five (5) working days following notice of the intention to insert the adverse materials.
 - (2.) Two (2) working days prior to the meeting, the teacher shall be furnished a copy of material for review. The meeting between the

said teacher and administrator shall take place within ten (10) working days of the day the written request is received.

- (3.) If the objectionable material is not withdrawn or modified in a manner satisfactory to the teacher and to the Board as a result of such meeting, the teacher shall have the right within ten (10) working days following the conclusion of the meeting to have inserted in the personnel file a statement concerning such material.
- (4.) Within five (5) working days following the submission of the teacher's objections to his formal evaluation, the teacher may utilize, with the Association's approval, an evaluation by a third party, with the following guidelines.
 - (a.) Said person shall be an educator who is not a member of the MEA or NEA.
 - (b.) Said teacher, together with a representative of the Association, if desired by the teacher and the Superintendent, shall choose the third party evaluator.
 - (c.) The third party shall observe the teacher in the classroom within thirty (30) days of being retained, but without prior notice to the teacher or the Association.
 - (d.) The third party shall prepare a written evaluation. This evaluation shall be made a part of the teacher's personnel file, and a copy of the evaluation shall be given to the teacher.
 - (e.) The third party evaluation, under this provision, is exempt from further third party evaluations.
 - (f.) Teachers who receive consecutive evaluations reflecting the same observations shall not be eligible to petition for a third party again.
 - (g.) The expense of the third party shall be borne equally by the Board and the Association.
 - (h.) This provision shall only apply to tenured classroom teachers.
 - (i.) The contents of a teacher's evaluation shall not be subject to challenge through the grievance procedure.

2. Personnel Files. The Board will maintain a personnel file for each teacher. These personnel files will be kept in accordance with Bullard-Plawecki Right to Know Act, PA 379 of 1978. A teacher may make periodic reasonable requests to review his/her personnel file.
 - (a.) Upon written request within five (5) working days, the administration will provide an reasonable opportunity for the teacher making the request to review the contents of his/her personnel file. At the request of the teacher, an association representative may accompany the teacher during this review. The file shall be reviewed in the presence of a school district administrator. Neither the teacher making the request nor the association representative shall remove any material from the file. Teachers who remove material from a personnel file may be disciplined. If a teacher finds material objectionable, Section B below will govern the process for registering the objection.
 - (b.) *Teacher Objection to Material in the Personnel File.* At the request of the teacher, the administrator placing the material in the personnel file found objectionable to the teacher, shall meet with said teacher to discuss the material disputed. The meeting will take place within five (5) days of the written request by the teacher. If the meeting does not resolve the differences, the teacher may rebut the material by placing a written document in the file noting these differences under dispute as allowed by the Bullard-Plawecki Act, PA 379 of 1978.
3. Membership Identification. No teacher shall be prevented from wearing insignia, pins, or other identification of membership in the Association either on or off the school premises.
4. A teacher shall not be reprimanded, disciplined or discharged without just cause.

However, any matter subject to the Tenure Act shall not be subject to the Grievance Procedure.

The reprimand or discipline of probationary teachers, with the exception of discharge, shall be grievable, up to but not beyond Level Two of the Grievance Procedure (Article X). The discharge of a probationary teacher, which is other than the failure of the Board to rehire said teacher, shall be appealable (in writing) directly to the Board within five (5) work days of notice of such discharge. The decision of the Board regarding the reprimand, discipline or discharge of probationary teachers shall be final.

Adverse evaluations shall not be considered reprimand or discipline but reprimands or discipline resulting from adverse evaluations shall be grievable subject to the above restrictions. This provision shall not include extra-curricular activities listed on Schedule B.

All information forming the basis for any disciplinary action will be made available to the teacher and to the Association.

B. PROFESSIONAL STANDARDS:

1. Standards. The parties recognize that the certification of a teacher and his/her contractual agreement constitute a continuing representation by the teacher that he/she is qualified to be entrusted with the responsibility for the education of students. Although the parties acknowledge the difficulty of completely and precisely defining the minimum acceptable professional standards for each teacher, it is recognized that they include at least the following:
 - (a.) General Competence. A teacher shall maintain such level of professional competence as may be required to adequately discharge his professional responsibilities.
 - (b.) Preparation for Professional Assignments. A teacher shall adequately prepare for the discharge of professional assignments. Adequate preparation shall include the preparation of such material as may be required by a substitute teacher.
 - (c.) Performance of Professional Assignments. It is the responsibility of a teacher to work to stimulate the spirit of inquiry, the acquisition of knowledge and understanding, and the thoughtful formulation of worth goals. In fulfilling this obligation to the student, a teacher:
 - (1.) Shall not, without just cause, restrain the student's independent action in his pursuit of learning, deny the student access to varying points of view nor deliberately suppress or distort subject matter for which the teacher bears responsibility, not seek to impose upon the student his/her own opinions.
 - (2.) Shall direct the instructional material to the assigned subject matter and matters which are reasonably related.
 - (3.) Shall maintain such order and discipline during the conduct of instruction as shall be necessary to provide a suitable learning environment.
 - (d.) Conferences. A teacher shall be reasonably available for consultation with students, parents, members of the professional staff and others.
 - (e.) Student Evaluation. Each student shall be fairly and impartially evaluated in accordance with guidelines established from time to time by the Board for the evaluation of students. The Association and teachers shall be promptly notified in writing of any policy changes concerning the above.

(f.) Professional Conduct. A teacher shall:

- (1.) Refrain from the use of his/her professional relationship with students for private advantage.
- (2.) Maintain a professional demeanor in his/her relationship with students, parents, members of the professional staff and the Board.
- (3.) Refrain from holding outside employment or engaging in activities which materially interfere with the performance of his/her professional assignments.
- (4.) Be present and prepared to perform professional assignments at the established time and place, except as the reason for such tardiness or absence could not have reasonably been anticipated or avoided, and shall promptly advise the Administration of tardiness or absence in accordance with such notification procedure as may be from time to time established by the Board.
- (5.) Take adequate precautions to distinguish between his/her personal views and those of the District and shall not knowingly distort or misrepresent the facts concerning educational matters in direct and indirect public expressions.
- (6.) Accept no gratuities, gifts or favors that might impair, or appear to impair, his/her professional judgment nor offer any favor, service or thing of value to obtain special advantage.

(g.) Safety of Students. In the discharge of his/her professional responsibilities a teacher shall make every reasonable effort to protect students from conditions harmful to learning, health or safety. For such purposes, a teacher shall promptly notify the Administration of any defective condition in the physical facilities of the District which may reasonably cause injury to persons or property.

ARTICLE V

PROFESSIONAL HOURS AND DAYS

A. PROFESSIONAL DAYS:

1. The 1997-98, 1998-99 and 1999-2000 school calendars represent 180 student days in 97-98, 181 student days for 98-99 and 182 student days for the year 99-2000. In addition, the school calendars represent:

- (a.) 1997-98 Teacher Days 186 (188 for probationary teachers)
- (b.) 1998-99 Teacher Days 187 (189 for probationary teachers)
- (c.) *1999-2000 Teacher Days 188 (190 for probationary teachers)

*(+ two [2] days if needed)

- 2. Teachers agree that to teach the required number of days and hours to fulfill State of Michigan Statutes on hours and days of instruction so the school district will be able to receive its financial aid payments without penalty.
- 3. Based on A., 2. above, secondary and elementary staff shall determine any adjustment necessary to meet State Standards in cooperation with secondary and elementary principals. Agreement requires a 2/3 vote of elementary and/or secondary staff.

B. TEACHING HOURS:

- 1. The parties recognize the principle of a normal forty (40) hour work week, exclusive of lunch. The teachers' normal teaching hours in the elementary and secondary schools shall be 6 ½ hours.

2.

Student Days

1997-98	180 days	1,041 hours
1998-99	181 days	1,047 hours
1999-00	182 days	1,098 hours

Teacher Report Times

Pre K - 6	8:20 a.m. - 3:55 p.m.
7 - 12	7:20 a.m. - 2:55 p.m.

In addition to regular teaching hours, the teacher will be in the building for a total of fifty (50) minutes. This means twenty-five (25) minutes before the scheduled student arrival, the last fifteen (15) minutes of which shall be spent within the immediate vicinity of the classroom, and twenty-five (25) minutes after the dismissal of students from school, ten (10) minutes of which shall be spent within the immediate vicinity of the classroom.

Notwithstanding the above, teachers may leave the building at any time after the buses leave on Fridays and days preceding holidays, provided that students are dismissed at their regularly scheduled time.

- 3. School shall begin no earlier than 8:00 a.m., and end no later than 4:00 p.m. This rule may be suspended by the Board of Education in case it becomes necessary to operate the school on split sessions.

4. Exceptions to these regulations shall be only with permission of the Principal and his notification to the Superintendent.
5. (a.) The Board of Education may schedule classes either before or after the regular student day. These classes are sometimes referred to as "zero or eighth hours". When these classes exist they will be the same length as other classes included within the regular student day. A teacher who is sequential to his/her work day so that teacher's instructional and work day are no longer than other members of the building staff with the following exception: When scheduling allows, unless excused by the building principal, attend staff meetings where attendance is required of other staff members.
- (b.) The above hours shall be defined as voluntary and not mandated by Administration.

C. TARDINESS:

After written notification to the teacher and the Association of tardiness or leaving early, the teacher may be subject to loss of a day's pay for time lost on future violations. This will be left to the discretion of the Superintendent of schools.

D. PERFORMANCE AND DUTIES:

1. Teachers will spend their school hours in teaching, lesson preparation, and educational affairs of Covert Public Schools.
2. Teachers shall attend all called staff meetings. No more than four (4) staff meetings for a maximum of three (3) hours shall be scheduled during any one month and teachers are not required to stay at staff meetings for more than 1 ½ hours after dismissal from school. These rules do not apply to staff meetings which may be scheduled on paid professional days.

Staff meetings may be scheduled before school or during teacher preparation time, provided the Administration agrees and a majority of the staff in that building votes to have the meetings before school or during their preparation time. Before school staff meetings will be limited to starting no more than one (1) hour before students are scheduled to start classes.

3. Teachers shall be available for at least six (6) evening assignments, excluding athletic events and any evening events for which the teacher receives compensation such as serving as a director, sponsor, or supervisor of a particular activity, club or class. Parent/Teacher Conferences shall be included as part of the six (6) evening assignments. Four (4) of the evening assignments may be assigned by the Building Principal with at least two (2) weeks prior notice, except in cases of emergencies, and the remaining two (2) shall be subject to selection by the teacher.

4. All teachers shall be entitled to a duty-free uninterrupted lunch period of thirty (30) minutes.
5. Elementary teachers will be provided an average of forty-five (45) minutes preparation time per day per week with a minimum of twenty (20) minutes of the forty-five guaranteed each day.
6. Teachers of music, art, and the laboratory sciences, librarians, speech therapists, reading consultants, visiting teachers, counselors and all special education teachers shall be provided with relief and preparation time to the same extent as other teachers in the District.
7. The normal full time load of high school teachers shall include a minimum of two hundred fifty (250) minutes of preparation time per week. The term preparation time shall be construed to include the use of this time for purposes other than preparation such as class meetings, assembly programs and other similar activities, but specifically does not include filling in as a substitute teacher in the classroom.
8. High School and Middle School teachers will be provided an average of forty-five (45) minutes preparation time per day per week with a minimum of twenty (20) minutes of the forty-five (45) minutes guaranteed each day.
9. Teachers are to be in the halls five (5) minutes before classes start and also between classes. When possible they should be stationed in close proximity to their assigned rooms.
10. No departure from these norms, except in case of emergency, shall be made without prior consultation and agreement with the Association.

ARTICLE VI

TEACHING LOAD AND CONDITIONS

- A. 1. The pupil-teacher ratio for Elementary K-6 will be as follows:

Pre-Kindergarten	-	20 per half day
Kindergarten	-	25 maximum
1-3	-	25 maximum
4-6	-	30 maximum

2. The pupil-teacher ratio for Secondary 7-12 will be as follows:

English and Foreign Language	-	30 maximum
Drafting, Art, Occupational Training, Industrial Arts, Home Economics	-	25 maximum
Physical Education	-	40 maximum
All other classes	-	35 maximum
All Special Education	-	Maximum as state law requires

If it shall appear that the professional work load of a teacher shall be materially greater than set forth in the foregoing guidelines and the work load has not been adjusted through normal administrative procedures prior to the fourth Friday of the school year, a committee of bargaining unit members appointed by the Association shall review the professional work load and make its recommendations to the Superintendent. The Superintendent shall either assign a teacher aide, adjust the work load, or increase the teacher's compensation.

- B. All "snow days" or acts of God days, including by example, but not limited to, those lost to inclement weather, boiler failure, fires, or epidemics will be made up at the end of the contracted school year.
- C. The Board recognizes the appropriate texts, library reference facilities, maps and globes, laboratory equipment, art supplies, athletic equipment, current periodicals, standard tests and questionnaires and similar materials are tools of the teaching profession. The Board and the teachers will confer from time to time for the purpose of improving the selection and use of such educational tools, and the Board, upon majority approval, will implement all joint decisions thereupon made by its representatives and the teachers.
- D. The Board agrees to continue its effort to help to relieve teachers of supervision of playgrounds and busses as availability of funds allows.
- E. The Board shall make available, in all future buildings, adequate lunchroom, restroom, and lavatory facilities exclusively for teacher use and at least one room, appropriately furnished, which shall be reserved for use as a faculty lounge.
- F. Teachers shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety, or well-being. The Association may consult with the Administration in these matters.
- G. Adequate parking space, telephone availability and vending machines in the teachers' rooms will continue to be provided to the same degree as has been established by custom in past years.

H. Temporary Replacement Teachers

1. If an extended vacancy (i.e., 45 school days or more) develops, the Board of Education will issue a "Temporary Replacement" contract to a teacher filling the vacancy. The Temporary Replacement contract will not cover a period beyond the school year in which it is issued and shall terminate upon return of the regular teacher.
2. The temporary replacement teacher will be considered in the bargaining unit.
3. The Board will first shall recall laid off teachers according to the recall procedures and issue them a "Temporary Replacement" contract.
 - (a.) It is understood that the recalled teacher would be laid off at the end of the school year or when the regular teacher returns.
 - (b.) It is further understood that a laid off teacher who is recalled would not lose his/her right to be recalled to a regular position during the time he/she was fulfilling a "Temporary Replacement" contract.
 - (c.) The recalled teacher would:
 - (1.) Accrue seniority.
 - (2.) Have no bumping rights over other teachers when his/her "Temporary Replacement" contract expires and would sign a waiver indicating that the Association is not obligated to represent the teacher if he/she believes this his/her tenure rights have been violated.
 - (3.) Accrue credit for advancing on the salary schedule.
 - (4.) Receive the salary and fringe benefits as if he/she had been recalled to a regular vacancy.

In summary, the Board would follow the recall procedures and the recalled teachers would receive all the benefits as if they were recalled to a regular position. However, it would be understood that the recalled teacher would, at the beginning of their recall, waive all rights for Association representation concerning tenure and bumping rights.

4. The Board will offer new teacher "Temporary Replacement" contracts under the following conditions:
 - (a.) A certified, qualified laid off teacher is not available to fill the vacancy.
 - (b.) The teacher will accrue no seniority.

- (c.) The amount of teaching experience credit for placement on the salary schedule will be mutually agreed to between the teacher and the Board.
- (d.) The employment relationship with the Board will be terminated at the end of the temporary replacement period with the Board having no obligation to rehire the teacher except under the Tenure Law and the 120 day Substitute Law.
- (e.) If the teacher is rehired as a regular teacher, the teacher's seniority subsequently shall begin to accrue at the time the teacher begins to work as a regular teacher. Credit for previous teaching experience concerning placement on the salary schedule, for both inside and outside the district experience, shall be granted per the Master Agreement, Article XIV, Section 2.
- (f.) If the "Temporary Replacement" contract covers a period of 120 or more working days, the Board shall have the right to dismiss the teacher for any cause between the 110th and the 120th days.
- (g.) The following part of the Master Agreement shall not apply:

RECALL TO PART-TIME POSITIONS

The most senior certified and qualified teacher, per the Master Agreement, will be offered the part-time vacant positions. The laid off teacher has the right to refuse with the understanding that the most senior teacher, per the Master Agreement, would be offered the next full time position that becomes vacant. The laid off teacher who chooses not to accept a part-time position will not be penalized for not accepting the part-time position.

ARTICLE VII

ASSIGNMENTS, PROMOTIONS, TRANSFERS AND VACANCIES

- A. The Board recognizes that it is desirable in making assignments to consider the interests and aspirations of its teachers. Requests by a teacher for transfer to a different class, building or position shall be made in writing, one copy of which shall be filed with the Superintendent and one copy shall be filed with the Association. The application shall set forth the reasons for transfer, the school, grade, or position sought, and the applicant's academic qualifications. Such requests shall be renewed once each year to assure active consideration by the Board.
- B. When the Board determines that a vacancy exists within the bargaining unit, the Board agrees to weigh the professional background and attainments of all applicants, the length of time each has been in the school system and other relevant factors.

- C. In filling vacancies to administrative vacancies, the Board shall consider the professional qualifications, background, attainments and other relevant factors, including service in the School District, as well as applications from outside the School District.
- D. The parties recognize that some changes in grade assignments in the elementary and middle schools and changes in subject assignment in the secondary grades may be necessary. While the right of determination to assign or transfer a teacher is vested in the Board, the Board will not, in any case, assign or transfer a teacher without reasonable prior discussion with said teacher and notification of the Association. Such transfers and changes of assignment shall be on a voluntary basis whenever possible. Transfers which are made against the teacher's wishes may be appealed by the teacher and the Association to the Board.
- E. All teachers shall be given a tentative schedule for the forthcoming year no later than the preceding first day of July. In the event that changes in such schedules are proposed, all teachers affected shall be notified promptly and consulted.
- F. Whenever any vacancy in any professional position in the District shall occur, the Board shall publicize the same by giving written notice of such vacancy to the Association and providing for appropriate posting in every school building. A vacancy shall not be permanently filled until it has been posted for ten (10) days. By the last day of each school year teachers with a specific interest in possible vacancies which may occur during summer break will notify the Superintendent of Schools of their interest on a prescribed form, and shall include their summer address, telephone number and specific position(s) desired. The ten (10) day posting requirement shall be waived ten (10) days prior to the beginning of the school year. However, the Association shall still be notified of the vacancy.
- G. In the event that both teachers from within and without the school district apply for a vacancy in the bargaining unit, the Board may give preference to the teacher currently employed by the Board if the qualifications and certifications of all applicants are equal. Vacancies created due to the application of this article shall be exempt from the provisions of this article.

ARTICLE VIII

PROFESSIONAL IMPROVEMENT

- A. The parties recognize the desirability of providing within the resources and staffing needs of the School District opportunities for:
 - 1. Visits to other classrooms and other schools.
 - 2. Conferences involving other personnel from the District, county, state, region, or nation.

3. Training in classes and workshops.
 4. Membership on professional committees.
- B. Opportunity for participation by teachers on an individual basis may be granted by the Superintendent. Reasonable costs incurred by a teacher which have been approved by the Superintendent shall be subject to reimbursement by the Board.

ARTICLE IX

LAYOFF PROCEDURE

- A. If the Board desires to reduce the number of teachers, the following procedures shall be used:
1. Voluntary layoffs will be accepted by the Board provided there remain teachers who are State certified to fill the available positions.
 2. If further reductions are made, teachers who have been placed on third year probation shall be laid off provided there remain teachers who are State certified to teach in the available positions.
 3. If further reductions are made, teachers shall be laid off according to seniority (least senior first), provided there remain teachers who are State certified to teach in the available positions.
 4. In those cases when teachers have obtained tenure under the Michigan Tenure Law, non-tenured teachers shall be laid off before tenured teachers, provided there remain teachers who are State certified to fill the available positions.
- B. Seniority shall be defined as length of continuous service in the district beginning with the first day of work during the regular school year.
- C. The Board shall prepare a seniority list and transmit a copy of same to the Association on or before March 15 of each year of his contract. The Association has until April 12 to review the list and to notify the Board of any errors. If no errors are reported the Board may assume the list is accurate.
- D. In the circumstance of more than one (1) teacher beginning employment on the same day, all teachers so affected will participate in a drawing conducted by the Association to determine position on the seniority list. The Association and teachers 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 which will reasonably allow affected teachers and Association Representatives to be in attendance.

- E. Teachers on layoff shall be recalled in inverse order to layoff provided he/she is State certified for the vacancy. No new teachers shall be employed by the Board while there are teachers who were in the bargaining unit who are laid off, unless there are no laid off teachers with proper State certification to fill any vacancy which may arise.
- F. The Board shall give written notice of recall from layoff by sending a return receipt requested or certified letter to said teacher at his/her last known address. It shall be the responsibility of each teacher to notify the Board of any change of address. The teacher's address as it appears on the Board's records shall be conclusive when used in connection with layoffs, recall or other notice to the teacher. Teachers shall forfeit their right to the position if they fail to notify the Board of their intent to accept or reject the terms of the recall notice within ten (10) days of the date the recall notice was mailed.
- G. Provided that the health insurance carrier will so allow, the Board will make its health insurance plan available to any laid off teacher, however, the teacher must pay the premium while laid off.
- H. In the event of a reduction of personnel, the affected teachers shall be given as much advance notice as possible. The Board shall give no less than forty-five (45) days advance notice of the reasonable possibility of a layoff. It is agreed that said forty-five (45) day notice shall be sufficient if notified by the administration of the possibility of its intent to recommend the reduction to the Board.

ARTICLE X

GRIEVANCE PROCEDURE

A. DEFINITIONS:

- 1. A "grievance" is defined as an alleged violation of a specific article or section of this Agreement.
- 2. "Grievant" is the teacher, teachers alleging the grievance, or Association.
- 3. A "party in interest" is the teacher(s) or Association making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.

B. PURPOSE:

- 1. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to grievances which may from time to time arise. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

2. Nothing contained herein will be construed as limiting the right of any teacher having a grievance to discuss the matter informally with any appropriate member of the administration and having the grievance adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement and that the Association has been given the opportunity to be present at such adjustment.

C. PROCEDURE

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered a maximum and every effort should be made to expedite the process. Should a teacher fail to institute a grievance within the time limits specified, the grievance will not be processed. Should a teacher fail to appeal a decision within the time limits specified, or leave the employ of the Board, all procedure shall be barred. The limits specified may, however, be extended by mutual agreement expressed in written form. In the event a grievance is filed on or after June 1 which, if left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest, the time limits set forth herein will be reduced so that the grievance procedure may be exhausted prior to the end of the school term or as soon thereafter as is possible.

1. Level One:

A teacher with a grievance will first discuss it with his/her principal within five (5) working days of the occurrence with the objective of resolving the matter informally. This may be done alone or with Association Representatives. The names of these representatives will be furnished by the Association to the Principal. The Principal shall attempt to resolve the grievance within five (5) working days of the discussion. If no satisfactory solution is reached within this time, the grievant may file in writing said grievance, countersigned by the Association, with the Principal not later than ten (10) working days following the initial discussion. All written grievances invoked herein shall be done by properly filing the grievance form provided in Appendix A of this Agreement. If the grievance involves more than one (1) school building, it may be filed with the Superintendent.

Within five (5) working days of receipt of the grievance, the Principal shall meet with the grievant in an effort to resolve the grievance. The Principal shall indicate his/her disposition of the grievance in writing within five (5) working days of such meeting and shall furnish the Association a copy.

2. Level Two:

If the grievant and Association are not satisfied with the disposition of the grievance or if no disposition has been made within the days specified, the grievance may be filed with the Superintendent within five (5) working days from the written decision of the Principal or from the time allotted if no decision is rendered.

Within seven (7) working days the Superintendent or his/her designee shall meet with the Association Representative on the grievance and shall indicate his/her disposition of the grievance in writing within five (5) working days of such meeting and shall furnish a copy thereof to the Association. The Superintendent may require the grievant to be present at said meeting. Should the Superintendent of Schools choose to refer the grievance to the Board of Education for consultation, he/she shall inform the Association that there will be a delay, not to exceed two (2) weeks, in preparing his answer.

3. Level Three:

If the Association is not satisfied with the findings, conclusions and recommendations of the Superintendent of Schools, they may within twenty (20) working days appeal the second level disposition to an arbitrator by filing the third level of the grievance form, in writing, signed by grievant and the Association Representative with the Superintendent.

Within ten (10) working days after such written notice of submission to arbitration, the Superintendent of Schools and the Association will agree upon a mutually acceptable arbitrator and will obtain commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such commitment within the specified period, a request for a list of arbitrators will be made to the American Arbitration Association by either party. The parties will be bound by the rules and procedures of the American Arbitration Association in selection of an arbitrator.

D. POWERS OF THE ARBITRATOR

Except as his/her powers are limited below, it shall be the function of the arbitrator to make a decision in cases of alleged violation of the specific articles and sections of this Agreement.

1. He/she shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.
2. There shall be no appeal from the arbitrator's decision if it is within the scope of his authority as set forth above. It shall be final and binding on the Association, its members, the employee or employees involved, and the Board of Education.
3. The fees and expenses of the arbitrator incurred shall be borne equally by the Board and the Association.
4. He/she shall have no power to establish salary scales or agreed upon working conditions.

5. He/she shall have no power to rule on any matter for which the Michigan Teacher Tenure Commission, Michigan Employment Relations Commission, or the state or federal Civil Rights Commission have jurisdiction.
 6. He/she shall not hear any grievances previously barred, as provided in this Agreement, from the scope of the Grievance procedure.
 7. If either party disputes the arbitrability of any grievance under the terms of this Agreement, the arbitrator shall have no jurisdiction to act on the merits of the issue(s) until he/she has determined that it is arbitrable. In the event that a case is appealed to the arbitrator on which he/she has no power to rule, it shall be referred back to the parties without decision or recommendation on its merits.
 8. The arbitrator shall have no power to order a monetary award on any issue in which monetary benefits are not specifically provided for in this Agreement.
- E. The following matters shall not be the basis of any grievance filed under the procedure outlined in this Article:
1. The termination of services or of failure to re-employ any probationary teacher;
 2. The placing of a non-tenured teacher on a third year of probation;
 3. The failure to re-employ any teacher to a position on the extra-curricular schedule;
 4. Any matter involving teacher evaluation (except for the evaluation procedure outlined in Article IV).

ARTICLE XI

LEAVES OF ABSENCE

A. PAID LEAVES OF ABSENCE:

1. Illness or Disability:
 - (a.) All full-time staff members shall receive ten (10) days sick leave per year. The unused portion of such allowance shall accumulate from year to year with a limitation of one hundred twenty (120) days for the 1997-98, 1998-99 and 1999-2000 school years. Routine health examinations, dental appointments, or other matters which might appropriately be covered during vacation periods, will not be chargeable to personal illness without special approval from the building principal and superintendent.
 - (b.) A teacher who receives a personal injury arising out of and in the course of his/her employment by the Board and who is subject to the provisions of

the Michigan Worker's Compensation Act at the time of such injury shall be paid compensation in the manner and to the extent provided in the Worker's Compensation Act. In the event the injury requires the teacher to be absent from work, the teacher may chose one of the following options:

- (1.) Draw Worker's Compensation benefits, if permitted by law, with no deduction from accrued sick leave. The Board shall not be required to pay any portion of the teacher's salary for this time period.

OR

- (2.) Instead of option one (1) above, utilize sick leave days to the extent available, on a pro-rated basis, with such days to be deducted from accrued sick leave. To the extent sick leave is available, the teacher shall suffer no loss of salary, provided the teacher has the Worker's Compensation check mailed directly to the school.
- (c.) Absence due to sickness in the teacher's immediate family which reasonably required the presence of the teacher shall be deemed a legitimate use of sick leave. Immediate family shall include father, mother, spouse, children, brother, sister, mother-in-law, father-in-law, and grandparents. However, such leave shall not exceed ten (10) days per year.
 - (d.) Part-time teachers will receive above benefits on a pro-rated basis.
 - (e.) In the event of absence of a teacher for illness in excess of three (3) working days in a period of thirty (30) days, the Board may require a statement from a physician.
 - (f.) Sick leave shall be used for all medical, dental or other reasons for absence which involve the physical or mental health of the teacher. Personal business days shall not be used for such purpose.
 - (g.) To receive sick leave payment for maternity purposes, the teacher must perform all duties until physically disabled and return to service as soon as physically able to perform all duties as certified by her physician.
 - (h.) Teachers employed for the first time by the District and under contract for the school year shall accumulate sick leave days at the rate of one (1) per month during their first year.

2. Sick Days Diminishing:

Any teacher who after being employed for a period of five (5) years or more with the District as a teacher and has accumulated at least fifty (50) days of sick leave may submit to the Superintendent, at the end of the school year, but no later than May 30, a request to sell back to the District a maximum of twelve (12) days of the accumulated sick leave at the rate of twenty-two dollars and fifty cents (\$22.50) per day.

3. Funeral Days:

- (a.) Teachers on a regular school year contract will be entitled to a maximum of three (3) days leave without loss of salary in the event of a death in their immediate family. The immediate family shall include spouse, children, parents of the employee, mother-in-law, father-in-law, children of the employee's spouse, grandmother, grandfather, grandparents of the spouse, aunts, uncles, brothers and sisters of the employee, and brothers and sisters of the employee's spouse. In the event it becomes necessary, due to the distance in traveling or closeness of the family death, two additional personal leave days may be taken, if taken in conjunction with the funeral leave days.

Administration reserves the right to require verification of death of a relative and proof of relationship of such relative to the teacher. Failure to provide proof in a reasonable time will result in loss of pay of the days taken by the employee, as well as a written reprimand in the employee's personnel file.

4. Personal Business:

- (a.) The purpose of personal business leave is to relieve teachers of financial hardships in situations over which they have no control. Personal business means an activity that requires the teacher's presence during the school day and is of such a nature that it cannot be attended to at a time when school is not in session. Seeking employment or working for monetary gain at another job is specifically excluded as a reason for a personal business day.
- (b.) These rules may be by-passed in cases of emergency.
- (c.) All full time, regularly employed teachers in the district shall be granted three (3) days of leave per year with pay, which shall be designated as personal leave, to transact personal business which is of urgent nature and cannot be transacted at another time, providing arrangements for such leaves and reasons thereof are made at least three (3) school days in advance with the building principal. The request needs to be signed by the requesting teacher, approving principal and the Superintendent.

However, the first personal leave day request will be granted upon the written request of the teacher requesting the leave provided a committee of two teachers from the negotiating committee and two building principals approve by a decision of three of four, or four of four votes. The approval of this committee will be sent to the Office of the Superintendent, by the Building Principal, for recording by the Secretary. No more than two persons at any one time may be granted a personal leave day, emergency excepted upon the approval of the Superintendent.

In the event the second and/or third personal leave day is not utilized by the teacher, this day, or these days, shall be added to the teacher's sick leave bank for that school year. The second and third day of personal leave will require the approval of the building principal and the Superintendent. The day immediately preceding or the day immediately following a legal holiday or a school recess will not be regarded as a personal leave day.

5. Leave Administration:

The leave provisions herein set forth shall be administered in accordance with the following guideline, namely:

- (a.) Leave shall be allocated in one (1) day increments, shall be charged against duty days only and shall cease to accumulate during such periods as the teacher is on a leave of absence, laid-off or otherwise not regularly providing services to the District.

B. UNPAID LEAVES OF ABSENCES:

A teacher on an unpaid leave will submit in writing, to the office of the Superintendent, a letter stating their interest and ability to return to work by April 15th of the school year (if the intent is to return to work for the beginning of a new school year, August).

In the event the teacher plans to return to the beginning of the second semester, having been out the previous semester, a letter must be directed to the office of the Superintendent at least (30) days prior to the end of the first semester of their intent on returning to work.

1. Unpaid Educational Leave:

An unpaid leave of absence may be granted to the teacher for the purpose of professional growth through further education, travel, or public service. Such leaves shall be granted in accordance with the following guidelines, namely:

- (a.) The teacher shall have been continuously employed by the Board for not less than seven (7) full school years, and shall not have taken a leave of

absence under this provision, or an equivalent provision, within five (5) years preceding the application.

- (b.) A written application bearing the endorsement and approval of the Superintendent and the Principal shall be filed with the Board no later than April 15 and shall contain at least the following information:
 - (1.) A description of the nature of the educational improvement contemplated.
 - (2.) A description of the expected benefits to be derived by the School District, and
 - (3.) The desired time for the commencement and termination of the leave.
- (c.) The leave of absence shall not exceed one (1) year, provided that a leave may be extended by the Board upon prior written application from the teacher. The Board may further restrict the total number of teachers on an educational leave of absence at any one time to not more than one (1) teacher from each building but not to exceed a total of four (4) teachers at any one time from the entire staff. The Board shall have the right to deny or to delay the commencement of the leave if the absence of the teacher has assumed a professional responsibility or if a qualified replacement cannot reasonably be found to fill the vacancy that would be created by the absence of the applicant during the period requested. A leave of absence shall not be terminated early without the prior approval of the Board.
- (d.) A teacher shall be credited with time on a leave of absence for purposes of advancement on the salary schedule.
- (e.) A teacher completing one-half of the school year's teaching duties (one semester) will be credited on the salary scale for the following year or one year's work. Adjustments on the salary scale will be one-half of the next step upwards and annually thereupon will be adjusted at a time coinciding with the first adjustment.

2. Unpaid Leaves of Absence for Maternity or Extended Illness or Disability:

An unpaid leave of absence may be granted to a teacher for the purpose of maternity or for illness or injury requiring at least a full school year of absence. Such leaves shall be granted in accordance with the following guidelines, namely:

- (a.) A teacher must have acquired tenure in the School District in order to be eligible.

- (b.) A written application shall be submitted within three (3) months after pregnancy has been determined or as soon as practicable in the case of illness or injury.
- (c.) The leave shall commence at such time as shall be mutually agreed upon by the Board and the teacher. Except as otherwise agreed, the leave shall terminate only at the beginning of a semester. The leave period shall not exceed one (1) year, except as the Board may extend the leave period upon the prior written application of the teacher.
- (d.) A teacher shall not be credited with time on a leave of absence for purpose of advancement on the salary schedule.

3. Retirement-Accumulated Sick Leave Days

Any teacher employed for a period of thirty years or more and with an accumulation of one hundred twenty (120) days sick leave, may sell back to the district twelve (12) days of sick leave at the end of their final teaching year. The amount of compensation made will be twenty-two dollars and fifty cents (\$22.50) for each day to a maximum of twelve (12) days. Any teacher leaving the district after twenty-five (25) or more years of teaching service may sell back to the district twelve (12) days of his sick leave at the end of the last year at the rate of twenty-two dollars and fifty cents (\$22.50) per day to a maximum of twelve (12) days.

4. Additional Course Credit Requirement

All regularly employed teachers of the Covert Schools who are on the BA column of the salary schedule will be required to enroll and complete any college or university course of study for a minimum of three semester hours or four quarter hours every three years. The courses may be either graduate or undergraduate courses and such that it would be beneficial to the teaching responsibilities of that teacher. The Board of Education will pay for a maximum of one (1) such course each three years. The requirement for the course study every three years restricts the annual increment in salary for that teacher, in the event this requirement is not met. The payment for the course credit will be contingent upon approval of the Superintendent prior to enrollment and completion of the course. Reimbursement will be based on the average charged by Michigan State University and Western Michigan University. The average for "on campus" and "off campus" tuition will be computed. Teachers will be reimbursed at the appropriate rate, on campus for "on campus: courses, etc.

5. Education Advancement - Incentive Plan

Any teacher who has been employed as a teacher for a period of five (5) years with the Covert Public Schools and wishes to continue their education beyond a B.A.

plus 18 hours required by law stipulation, will be reimbursed by the school district for the graduate courses completed according to the following provisions:

- (a.) The district will pay up to a total of eighteen (18) graduate credit hours only on the first (1st) Masters Degree Program.
- (b.) The graduate course completed must be in a master's degree program, and certified by the university in writing to the Office of the Superintendent.
- (c.) The graduate course must be completed and proof of satisfactory completion submitted to the Office of the Superintendent prior to September 15 of each year to be compensated for that school year.
- (d.) The amount of money paid for the graduate course will be based on the average charged by Michigan State University and Western Michigan University. The averages for "on campus" and "off campus" tuitions will be computed. Teachers will be reimbursed at the appropriate rate, on campus for "on campus" courses, etc.
- (e.) Any courses studied by a teacher under a grant program will not be reimbursed by the Covert School District, when tuition has been provided in the grant.

6. Sick Leave Bank:

Sick Leave-Shared Usage: Those persons who have verifiable, serious illness and/or injury, and no longer have any sick leave available to them, may, at the discretion of fellow members of the bargaining unit, receive "a gift" of sick days from one or more members. This may only take place when requested in writing by the employee, recommended by the Association and approved by the Superintendent of his/her designee. Giving employees must have at least fifty (50) days accumulated and may not give more than 10% of their bank. Total days given may not exceed thirty (30) per year. When a staff member gives days, such days will be subtracted from that employee's sick days and added to the sick/injured employee's bank. Any unused days at the end of the illness/injury period will be returned to the giving employees proportionately. However, if the total return per employee results in a fractional portion, the fractional days will remain with the sick/injured employee. Employees who "give" in a particular year would not be eligible to sell days that year.

Employees who have expended all leave days may, at their option, apply for unpaid leave as provided under the Family & Medical Leave Act.

ARTICLE XII

PROFESSIONAL COMPENSATION

A. WAGES:

Each teacher shall be entitled to receive wages herein set forth:

1. Regular Compensation:

The basic compensation of each teacher shall be as set forth on Schedule A.

(a.) Professional Experience:

The Board shall place all new professional employees on such steps as indicated by reason of education and experience.

(b.) Academic or certification advancement on the salary schedule shall be made as follows:

- (1.) Teachers with at least a Masters Degree shall be paid according to their placement on the Masters column on the salary schedule.
- (2.) Teachers who receive or have received financial support toward the earning of credits toward a Masters Degree shall be placed on the Masters column of the schedule on the beginning of the semester (of Covert Public Schools) following the receipt of said degree, provided that the teacher(s) shall submit proof of such advancement not later than thirty (30) days after the beginning of such school semester.
- (3.) All other teachers (including those with less than BA + 18 on July 1, 1979) shall be eligible to advance to the Masters column of the salary schedule the semester (of Covert Schools) following the date which the Masters Degree is earned.
- (4.) To be eligible for placement on the MA + 15 Salary Schedule, a teacher must possess at least fifteen semester hours beyond an earned master's degree. Undergraduate courses shall not count for placement on the MA + 15 Salary Schedule unless it would directly benefit the educational program, is in the teacher's subject area of assignment, and is approved by the Superintendent in advance.

(c.) Salary Steps:

A teacher shall automatically advance to the next salary step at the beginning of each school year unless the teacher shall have received a definite written statement of unsatisfactory service and the recommendation of the Administration of no advancement on the salary schedule. In such event, the teacher shall have the right to a private or public hearing before the Board, if requested within fifteen (15) days after receipt of such notice. For the purpose of this provision, unsatisfactory service shall include the failure of a teacher to maintain the minimum professional standards herein set forth or the material breach of the teacher of the individual contract of employment or the provisions of this Collective Bargaining Agreement.

- (d.) Each teacher will be paid on the basis of twenty-six (26) equal installments per year, unless the teacher elects, at the beginning of each school year, to receive his pay in biweekly installments beginning with the first pay period of the school year, and ending with the pay period in which the last day of the school year falls.

B. STUDENT ACTIVITIES:

Student duty assignments described on Schedule B shall be compensated as therein provided.

C. INSURANCE:

Hospital and medical insurance shall be provided on the terms and conditions set forth on Schedule C.

D. DEDUCTIONS:

The Board shall make payroll deductions upon written authorization by the teacher for the following:

1. United Way
2. United Federal Credit Union
3. IDS Annuities
4. MEFSA Annuities
5. Berrien County Teachers Credit Union
6. Pension Design Annuities
7. Other deductions approved by the Board

Teachers who are currently involved in payroll deduction programs as of September 1, 1980, which are not listed above, shall be allowed to have such deductions continue.

The Board may assess and deduct a service fee of \$5.00 from a teacher's paycheck for each processing of garnishments and other court assessed deductions involving said teacher(s).

ARTICLE XIII

AGENCY SHOP

A. FINANCIAL RESPONSIBILITY:

Membership in the Association is separate and distinct from the assumption by a teacher of his equal obligation to compensate the Association for the benefits he receives from representation. The terms of this Agreement have been equally made for all of the teachers in the bargaining unit and not solely for the benefit of the members of the Association. Accordingly, it is agreed that it is fair that each teacher in the bargaining unit pay equally for benefits received and that each assume his fair share of the cost of representation.

B. AGENCY SERVICE FEE:

Each teacher as a condition of continued employment shall authorize the deduction of membership dues or assessments of the Association from his salary, or, if he/she shall not be a member of the Association, shall authorize the deduction of an agency service fee. The amount of the service fee shall be determined by the Association but shall not exceed the regular local, state and national dues of the Association. If during the term of this Agreement it shall be determined by a court of competent jurisdiction that the foregoing amount is unlawful, the amount shall be modified to such amounts as shall be lawful. This provision shall not apply to any teacher who was employed by the Board during the 1972-73 school year who was not a member of the Association during such year.

C. CHECK-OFF PROCEDURE:

Each teacher shall authorize in writing the deduction of Association dues, or the agency service fee, as the case may be, within thirty (30) days following the beginning of the school year. Teacher authorization for the deduction of Association dues, or for the payment of the agency service fee, shall identify the teacher, the amount of such deduction, the period for which deductions are to be made, and be signed by such teacher. The Board shall deduct the authorized amount due from each teacher's pay and transmit the total deductions to the Treasure of the Association within fifteen (15) days following such deduction together with a listing of each teacher from whom deductions are made. The Board shall use its best efforts to make the aforesaid deductions in the manner set forth but assumes no responsibility for any errors in making such deductions other than to correct such errors. In the event of overpayment, the Association agrees to refund such monies within twenty (20) days.

D. NON-DISCRIMINATION:

The Association agrees that it will not discriminate against any teacher in the bargaining unit by reason of disability, sex, race, religion, marital status, age or national origin and that any teacher who has paid an agency service fee shall be entitled to participate in all of the activities of the Association relating to the negotiation and administration of the Collective Bargaining Agreement to the same extent as any other teacher.

E. EMPLOYMENT TERMINATION:

If a teacher shall fail to join the Association or to designate the Association as his agent and to pay the sum herein before set forth, such failure shall constitute reasonable and just cause for the discharge of the teacher at the end of such teacher's current contract of employment provided that the Association shall have given notice of such fact to the Board not less than one hundred and twenty (120) days prior to the expiration of such contract.

F. APPLICATION AND INDEMNIFICATION:

The Association by the execution of this Agreement expressly agrees to indemnify and save the Board harmless from any and all claims, demands, suits or other forms of liability that may arise out of or by reason of claims or demands made by the Association that a teacher be discharged because of the provisions herein set forth.

ARTICLE XIV

DRUG-FREE WORKPLACE

- A. Employees shall not possess, sell or take part in the distribution of intoxicants or illegal drugs during a work period, or activity. In compliance with the Federal Government Drug-Free Workplace Act of 1988 (PL 100-690 Title V, Subtitle D), employees who violate any of the above may be subject to disciplinary sanctions consistent with due process, applicable laws and collective bargaining agreements, which may result in penalties up to and including discharge.
- B. By written agreement of the School District, Association and involved employee, a disciplinary sanction imposed under this Agreement may be suspended, held in abeyance, reduced, rescinded and/or waived where the employee successfully participates in an Employee Assistance and/or Rehabilitation Program. As a condition of participation in such programs, the involved employee shall provide all consent and authorization necessary for the district to have access to information pertaining to the employee's progress, interment, and prognosis for return to work.

ARTICLE XV

CONTINUITY OF OPERATION

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, or other interruption of activities in the school system. Failure or refusal on the part of any teacher to comply with the provisions of this Article may be subject to disciplinary action up to and including dismissal.

ARTICLE XVI

DURATION OF AGREEMENT

This Agreement constitutes the sole and entire existing Agreement between the parties and superseded all prior practices, whether oral or written and expresses all obligations of, and restrictions imposed upon, the Board and the Association. This Agreement is subject to amendment, alteration or additions, only by subsequent written agreement between, and executed by the Board and the Association. The waiver of any breach, term or condition of the Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and conditions.

All articles of the Agreement shall be effective August 24, 1997 through August 23, 2000. Either party may terminate this Agreement as of August 23, 2000 by giving written notice to the other party between April 1 and June 30, 2000. If neither party shall give notice to terminate the Agreement as provided above, the Agreement shall continue in effect for successive periods of one (1) year, unless and until written notice of termination is given between April 1 and June 30 of any subsequent contract anniversary date.

In Witness Whereof, the parties have executed this Agreement by their duly authorized representative the day and year first written above.

By: Frieda Brown 3/11/98
President of the Board (Date)

By: Nancy Velin 2/27/98
CEA President (Date)

By: Agatha R. Terrentine 3/11/98
Secretary of the Board (Date)

By: Eunice Alexander 2/25/98
CEA Negotiations Chairperson (Date)

By: _____
Board Chief Negotiator (Date)

By: Brenda L. Donaldson 3/6/98
VBCEA Representative (Date)

By: Anne Lucas 3/11/98
Team Member (Date)

By: Natie Holland 2/25/98
Team Member (Date)

By: Alisa Wells 3/11/98
Team Member (Date)

By: Dorely Kogup 2/25/98
Team Member (Date)

By: Wfred Hawkins 3-13-98
Superintendent (Date)

By: Yvonne A. Brown 2/25/98
Team Member (Date)

By: Richard McCreary 2/25/98
Team Member (Date)

1997-98

SCHEDULE A (@ 2.45%)
BASIC COMPENSATION

<u>STEP</u>	<u>BA</u>	<u>MA</u>	<u>MA+15</u>
0	\$28,736	\$32,289	\$33,902
1	29,973	33,695	35,377
2	31,214	35,098	36,853
3	32,456	36,501	38,327
4	33,693	37,910	39,802
5	34,934	39,309	41,273
6	36,173	40,714	42,747
7	37,412	42,120	44,224
8	38,652	43,521	45,693
9	39,892	44,925	47,174
10	41,131	46,327	48,651
11	42,375	47,738	50,125
12	43,614	49,141	51,597

1998-99

SCHEDULE A (@ 2.45%)
BASIC COMPENSATION

<u>STEP</u>	<u>BA</u>	<u>MA</u>	<u>MA+15</u>
0	\$29,440	\$33,080	\$34,733
1	30,707	34,521	36,244
2	31,979	35,958	37,756
3	33,251	37,395	39,266
4	34,518	38,839	40,777
5	35,790	40,272	42,284
6	37,059	41,711	43,794
7	38,329	43,152	45,307
8	39,599	44,587	46,812
9	40,869	46,026	48,330
10	42,139	47,462	49,843
11	43,413	48,908	51,353
12	44,683	50,345	52,861

1999-2000

SCHEDULE A (@ 1.60%)
BASIC COMPENSATION

<u>STEP</u>	<u>BA</u>	<u>MA</u>	<u>MA+15</u>
0	\$29,911	\$33,609	\$35,289
1	31,198	35,073	36,824
2	32,491	36,533	38,360
3	33,783	37,993	39,894
4	35,070	39,460	41,429
5	36,363	40,916	42,961
6	37,652	42,378	44,495
7	38,942	43,842	46,032
8	40,232	45,300	47,561
9	41,523	46,762	49,103
10	42,813	48,221	50,640
11	44,108	49,691	52,175
12	45,398	51,151	53,707

SCHEDULE A

BASIC COMPENSATION (Continued)

A. LONGEVITY:

Effective the 1997-98 school year and each year thereafter, teachers who have completed five (5) years on the maximum of the appropriate salary schedule will receive an additional Six Hundred Dollars (\$600.00). This Six Hundred Dollar Longevity Step is not accumulative but will be treated as an additional step on the salary schedule.

B. HOURLY AND EXTRA COMPENSATION:

1. If an elementary teacher shall not receive the planning time specified in the master agreement, the teacher shall receive for each hour of planning time not receive the sum of \$17.20 in 1997-98, \$17.62 in 1998-99, and \$17.90 in 1999-2000.
2. A teacher required to instruct an additional class in the high school shall receive the sum of \$4,441 per year for 1997-98, \$4,550 per year for 1998-99, and \$4,623 per year for 1999-2000.

3. Special work Assignments (Hourly Rate):	97-98	98-99	99-2000
Summer Curriculum work without students	17.20	17.62	17.90
Summer School - working with children (at a ratio of no fewer than 10-1)	17.20	17.62	17.90
Band instruction-summer-with children (at a ratio of at least 10-1)	17.20	17.62	17.90

The Administration will appoint those teachers to the program as it feels necessary to adequately operate it. Summer Curriculum and Summer School Programs will operate with teachers selected by the administration. Teachers may volunteer for the above, and the administration will select based on need.

	97-98	98-99	99-2000
4. Driver Education Instructor	18.76	19.22	19.53
Driver Education Associate Instructor	16.16	16.56	16.82

The instructors' duties will be to organize the list of students to enroll in the course, secure the classroom, all teaching aids, to check attendance accurately of all students and approve the final grades and tests. A maximum of seven (7) additional hours of administrative time is allowed, in excess of actual driving and teaching time, for administrative duties of the instructor.

5. Up to fifteen (15) days may be added to the contract of instructional music, and shop teachers and guidance and reading directors upon administration request and the approval of the Board, in which event the compensation of such persons shall be proportionately increased.
6. Noon hour supervision (30 minutes per day) shall be compensated at the rate of \$1,940 per year for 1997-98, \$1,988 per year for 1998-99, and \$2,019 per year for 1999-2000.
7. The Board will pay retirement on all salaries (money) earned.
8. Curriculum Council pay shall be one-half ($\frac{1}{2}$) the rate paid for an additional class, as in B. 2., above.

SCHEDULE B

ACTIVITIES SCHEDULE

<u>COACHING POSITION</u>	<u>97-98</u>	<u>98-99</u>	<u>99-00</u>
Varsity Football - Head Coach	\$2,784	\$2,868	\$2,939
Varsity Football - Assistant Coach	1,675	1,725	1,768
Football - Junior Varsity	1,675	1,725	1,768
Basketball - Varsity - Boys & Girls (each)	2,784	2,868	2,939
Basketball - Jr. Varsity - Boys & Girls (each)	1,675	1,725	1,768
Basketball - 9th Grade	1,392	1,434	1,470
Basketball - Junior High	1,121	1,155	1,183
Basketball - 7th and 8th Grade Combined	1,675	1,725	1,768
Volleyball - Head Coach	2,513	2,588	2,653
Volleyball - Assistant Coach	1,675	1,725	1,768
Wrestling - Head Coach	2,513	2,588	2,653
Wrestling - Assistant Coach	1,675	1,725	1,768
Track - Varsity - Boys & Girls	2,513	2,588	2,653
Track - Assistant Coach	1,675	1,725	1,768
Baseball - Varsity Coach	2,513	2,588	2,653
Cross Country - Varsity Coach	1,392	1,434	1,470
Cheerleader Sponsor - Varsity & Jr. Varsity (Football, Basketball, Wrestling)	3,069	3,161	3,240
If two sponsors share the work, the fee is divided equally between the two			
Cheerleader Sponsor - Jr. High Activities	1,121	1,155	1,183
Softball - Girls	2,513	2,588	2,653
Tennis	1,392	1,434	1,470
Football games - work per game, per hour	17.18	17.70	18.14
Basketball games - work per game, per hour	10.49	10.80	11.07
Other events	10.49	10.80	11.07

OTHER ACTIVITIES

POSITION

FHA Sponsor	1,181	1,217	1,248
Annual Sponsor	1,405	1,447	1,483
Senior Class Sponsor	1,351	1,391	1,426
Junior Class Sponsor	1,351	1,391	1,426
Sophomore Class Sponsor	1,351	1,391	1,426
Freshman Class Sponsor	1,351	1,391	1,426
Student Senate Advisor	1,351	1,391	1,426
Instrumental Music	3,257	3,355	3,439
Vocal Music	1,632	1,681	1,723
Pom Pom Sponsor	1,016	1,047	1,073
Color Guard Sponsor	1,016	1,047	1,073
Academic Challenge Sponsor	1,405	1,447	1,483
Social Affairs Sponsor	1,351	1,391	1,426
Bus Chaperone per trip, per hour	17.83	18.36	18.82

SCHEDULE B (Continued)

- A. Upon the completion of the assignment, each teacher shall submit a written statement to the Athletic Director, any relevant comments concerning:
1. The extent of student participation in the activity and the anticipated student interest for the following school year.
 2. The cost of the activity together with a preliminary budget for the next school year.
 3. The elimination or modification of the activity or suggested alternative for the activity.
 4. Any suggested modifications in the job description and the approximate time involved.
 5. Any recommendations or requests for changes in physical facilities, scheduling, or personnel, and
 6. Such additional comments as may be relevant to maintain and improve the quality of the educational program.
- B. If more than one teacher handles a single assignment, the compensation shall be divided by agreement between the teachers prior to the commencement of the activity so that the total compensation shall not exceed the amount allotted to such assignment.
- C. Payment for extra duty can be completed by the first regular pay period following satisfactory completion of the individual's responsibility and completion of the inventory.

SCHEDULE C

HEALTH INSURANCE

A. Teachers may elect health insurance from either Plan I or Plan II below:

1. Plan I (for teachers not participating in Plan II):

- (a.) Effective July 1, 1997, the district shall contribute 100% subsidy toward the monthly premium for MESSA Super Care II health insurance for the 1997-98 school year.
- (b.) 1989-99 and 1999-2000 - Association and Board will split 50/50 any health insurance increases.
- (c.) The Association may vote to change to MESSA Super Care I with a maximum amount equal to the MESSA Super Care II rate applied to the MESSA Super Care I coverage. The Association may vote to change on an annual basis.

B. Plan II (for those teachers not participating in Plan I):

- (1.) The Board shall contribute an amount not to exceed one hundred ten dollars (\$110) per month toward the premiums of the following options effective July 1, 1992:

Hospital Confinement Indemnity
Group Basic Term Life
Short Term Disability
Long Term Disability
Supplement Term Life
Survivor Income
Dependent Life
MEFSA Annuity
and/or
Pension Design Annuity

- (2.) The following rules apply for the above programs:

- (a.) The Board agrees to pay one-half of insurance premiums described above for regularly employed teachers who work half-time or more. No insurance will be paid for teachers working less than half-time. Teachers working more than half-time but less than full-time will receive premiums paid on a pro-rata basis.
- (b.) Payments of premiums will be stopped upon termination of employment if during the school year. If termination comes at the end of the school year, the premiums will be paid through the following August.

- (c.) The carrier for the life of the Agreement will be MESSA.
 - (d.) Changes in family status shall be reported by the teacher to the personnel office within 30 days of such change. The teacher shall be responsible for any overpayment of premiums made by the Board in his/her behalf for failure to comply with this paragraph.
 - (e.) Teachers who have Board-provided term life insurance, as provided through the health insurance plan, have a 30 day conversion right upon termination of employment. Any teacher electing his/her right to conversion in order to keep their life insurance in force must contact the insurance carrier within 30 days of their last day of employment.
- C. The Board will pay for the full family dental plan established by the Board, with the amount of \$50.00 deductible. The plan selected for the life of this Agreement is the MASB (SET). All teachers are covered in the plan either by family coverage or single coverage. The plan for the life of this Agreement is continuation of the minor dental and addition of the major dental \$50.00 deductible 70% rate.
- 1. The following rules apply:
 - (a.) The Board agrees to pay one-half of insurance premiums described above for regularly employed teachers who work half-time or more. No insurance will be paid for teachers working less than half time. Teachers working more than half-time but less than full-time will receive premiums paid on a pro-rata basis.
 - (b.) Payments of premiums will be stopped upon termination of employment if during the school year. If termination comes at the end of the school year, the premium will be paid through the following August.
- D. The provision of the above insurances are subject to the rules and regulations of the underwriter(s).

SCHEDULE D

1997-98 CALENDAR

August 20, 1997	Teacher In-Service
September 1, 1997	Labor Day
November 27-28, 1997	Thanksgiving Break
December 22, 1997 thru January 2, 1998	Christmas Break
January 19, 1998	M.L. King, Jr. Holiday
March 30 thru April 3, 1998	Spring Break
May 25, 1998	Memorial Day

1998-99 CALENDAR

August 21, 1998	Teacher In-Service
September 7, 1998	Labor Day
November 26-27, 1998	Thanksgiving Break
December 21, 1998 thru January 1, 1999	Christmas Break
January 18, 1999	M.L. King, Jr. Holiday
March 29 thru April 2, 1999	Spring Break
May 24, 1999	Memorial Day

1999-2000 CALENDAR

August 20, 1999	Teacher In-Service
September 6, 1999	Labor Day
November 25-26, 1999	Thanksgiving Break
December 20, 1999 thru December 31, 1999	Christmas Break
January 17, 2000	M.L. King, Jr. Holiday
April 3 - 7, 2000	Spring Break
May 22, 2000	Memorial Day

The Board of Education agrees to annually publish a line item school district calendar, detailing building level work schedules, professional development days, marking period breaks and other events that may be pertinent to the operation of the district. This calendar will be published no later than the first teacher work day each year.

APPENDIX A

COVERT PUBLIC SCHOOLS

GRIEVANCE REPORT FORM

Grievance # _____

Distribution of Form

- 1. Superintendent
- 2. Principal
- 3. Association
- 4. Grievant

<u>Building</u>	<u>Assignment</u>	<u>Name of Grievant</u>	<u>Date Filed</u>
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LEVEL I

A. Date Cause of Grievance Occurred _____

B. Date of Oral Conference with Principal _____

C.* 1. Statement of Grievance _____

2. Section(s) or Subsection(s) alleged to have been violated _____

3. Relief Sought _____

Signature of Grievant

Date

D. Position of Principal _____

Signature (Principal)

Date

E. Position of Grievant and Association _____

Signature (Grievant)

Date

Signature (Association)

Date

* If additional space is needed in reporting Section C above, attach an additional sheet.

LEVEL II

A. Date Received by Superintendent (or Designee) _____

B. 1. Disposition of Superintendent (or Designee) or referral to Board _____

Signature (Supt. Or Designee)

Date

2. Disposition of Board (if referred to by Supt.) _____

Signature (Board Representative) Date

C. Position of Grievant and Association _____

Signature (Grievant) Date

Signature (Association)

Date

LEVEL III

A. 1. Date Demand for Arbitration filed with Superintendent _____

2. Date Demand for Arbitration filed with AAA (if necessary) _____

B. Name of Arbitrator Selected _____

C. Date of Hearing _____

D. Date of Arbitrator's Award _____
(Copy of Award Attached)

APPENDIX B

COVERT PUBLIC SCHOOL

COST OF LIVING CONCEPT

- A. 1. The Salary Schedule shall be determined by increasing the Salary Schedule in accordance with the following:
- a. The percent increase on step shall be a minimum of _____ percent.
 - b. The percent increase above _____ percent shall be one hundred percent of each percent in the Consumers' Price Index (CPI-U) between _____ percent and _____ percent, plus fifty percent of each percent increase in the CPI-U between _____ percent and _____ percent. These percent increases shall be calculated to the first decimal. In no event shall the step increase exceed _____ percent.
 - c. The Consumers' Price Index used herein shall be the "Consumers' Price Index for All Urban Consumers - All Cities (U.S.)" as published by the Bureau of Labor Statistics, U.S. Department of Labor in July of each year for the month of June. The base year for said index shall be _____.
 - d. The percent increase in the CPI-U (required for subsection [b] above) shall be determined by the following formula:

$$\frac{\text{CPI-U (June \underline{\hspace{1cm}})}}{\text{CPI-U (June \underline{\hspace{1cm}})}} \times 100 - 100 = \text{\% increase in CPI-U}$$

Letter of Understanding
between the
Covert Board of Education
and the
Van Buren Education Association,
Covert Education Association/MEA-NEA

The above parties agree to the following concerning the 1989-92 Master Agreement:

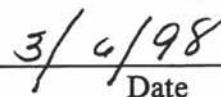
Both parties agree that the Board's contribution toward health insurance premium increase effective July 1, 1992, will be considered negotiable in the negotiation of a successor agreement.

Covert Education Association Representative

Date



V.B.C.E.A. Representative



Date

Covert Education Association Representative

Date

