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8/24/97

AGREEMENT

between the

COVERT PUBLIC SCHOOLS

and the

VAN BUREN COUNTY EDUCATION ASSOCIATION/

COVERT EDUCATION ASSOCIATION

1994-1997

*Covert Public Schools*

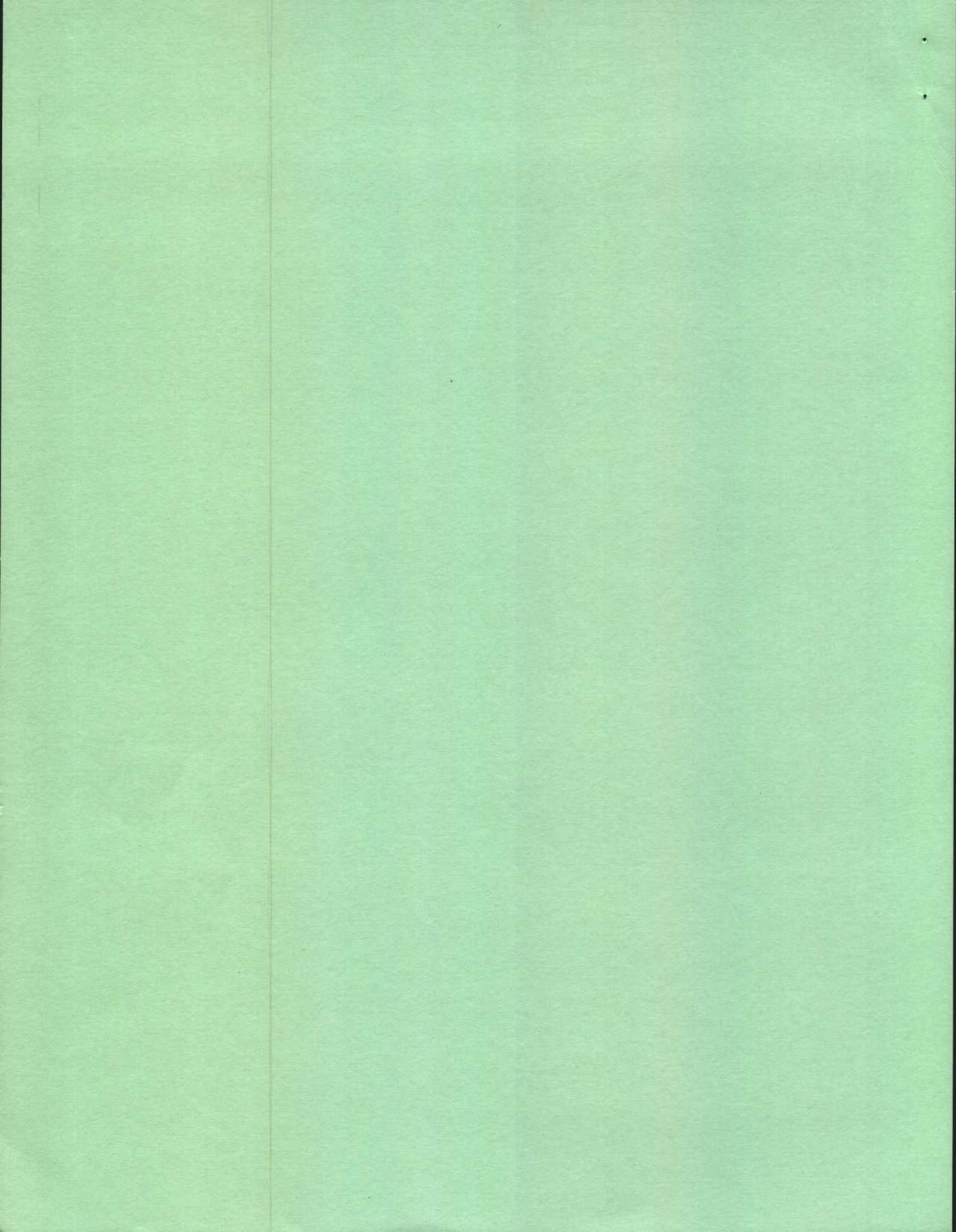


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This Agreement made by and between Covert Public Schools District No. 18, Covert, Michigan (hereinafter called the Board) and the Van Buren County Education Association, Covert Education Association, MEA-NEA (hereinafter called the Association); WITNESSETH:

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 replacementt 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. Adopt 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.

#### 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 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, 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.

2. Personnel Files. The Board shall cause an official personnel file to be established and maintained for each teacher in accordance with the following guidelines:

- (a) A teacher shall have the right, upon reasonable prior request, within two (2) working days, to review the contents of his personnel file. A representative of the Association may accompany the teacher at the request of the teacher. The file shall be reviewed in the presence of an administrator responsible for the safekeeping of the file. The credentials and references of the teacher shall not be subject to review.
- (b) Formal evaluations shall not be made a permanent part of the file until the teacher has had an opportunity to review such evaluation and attach written comments thereto. A teacher shall be given prompt written notice of the

intention to insert any other materials in the personnel file which adversely reflect on the character of the teacher's professional services. If the teacher objects to all or any portion of such materials, the following procedure shall be followed, namely:

- (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 placing 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 to 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.

(c) The contents of a teacher's evaluation shall not be subject to challenge through the grievance procedure.

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 contractual agreement constitute a continuing representation by the teacher that he 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 worthy 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, nor seek to impose upon the student his 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 professional relationship with students for private advantage.
  - (2) Maintain a professional demeanor in his 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 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 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 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. Teaching Contracts shall be issued for 188 work days for probationary teachers and 186 work days for all other teachers.
2. The 1994-95, 1995-96, and 1996-97 school calendars respectively have been negotiated by the Association and the Board, designated as Schedule D and included as part of this Agreement. These school calendars represent 180 student days and 186 teacher days (188 for probationary teachers).

#### 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 1/2 hours.
2. 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.

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 days' 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 1/2 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) our 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. 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. When Middle School teachers are working on a modified schedule, they will be provided no less than 225 minutes or more than 250 minutes.
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-5 will be as follows:

Pre-Kindergarten	-	20 per half day
K	-	25 maximum
1-3	-	25 maximum
4-5	-	30 maximum

2. The pupil-teacher ratio for Middle School will be as follows:

6 - 8	-	30 maximum
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3. The pupil-teacher ratio for Secondary 7-12 will be as follows:

English and Foreign Language	-	25 maximum
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Drafting, Art, Occupational Training, Industrial Arts, Home Economics	-	20 maximum
Physical Education	-	40 maximum
All other classes	-	30 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. 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.
- C. The Board agrees to continue its effort to help to relieve teachers of supervision of playgrounds and busses as availability of funds allow.
- D. 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.
- E. 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.
- F. 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.

## 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 prescrib-



ed 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

The parties recognize the desirability of providing within the resources and staffing needs of the School District opportunities for:

- A. Visits to other classrooms and other schools.
- B. Conferences involving other personnel from the District, county, state, region, or nation.
- C. Training in classes and workshops.
- D. Membership on professional committees.

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 teache(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 principal within five (5) calendar 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) calendar 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) 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) calendar 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 disposition of the grievance in writing within five (5) calendar 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) calendar days from the written decision of the Principal or from the time allotted if no decision is rendered.

Within seven (7) calendar days the Superintendent or his designee shall meet with Association Representative on the grievance and shall indicate his disposition of the grievance in writing within five (5) calendar 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 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) calendar 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) calendar 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 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 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 shall have no power to establish salary scales or agreed upon working conditions.
  5. He 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 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 has determined that it is arbitrable. In the event that a case is appealed to the arbitrator on which he 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 1989-90, 1990-91 and 1991-92 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 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 choose 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 Workers' 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, 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 Leave Bank 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:

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 ABSENCE: 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 thirty (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 re-

strict the total number of teachers on an educational leave of absence at any one time to not more than one (1) teacher from each buiding 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 would delay or interrupt programs for which 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 (1 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 quarters 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.

- (c) 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.
- (d) 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. Leaves When Accumulated Sick Leave is Exhausted

A teacher who is unable to teach because of personal illness or disability and who has exhausted all sick leave available shall be granted a leave of absence without pay for the duration of such illness or disability, up to one year. The Board may renew the leave each year upon the written request of the teacher and the recommendation of the Superintendent.

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 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 authorizations 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 Treasurer of the Association within fifteen (15) days following such deduction together with a listing of each teacher from whom deductions were 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 color, 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 hereinbefore 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

#### RETIREMENT

Teachers shall retire on or before the age of seventy (70), except that a teacher who reaches his or her seventieth (70th) birthday during the contractual school year shall complete the term of his or her individual contract.



## ARTICLE XV

### DRUG-FREE WORKPLACE

1. 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.
2. 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 XVI

### 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.

DURATION OF AGREEMENT

All articles of this Agreement shall become effective upon ratification and signing by both parties and remain in effect through August 24, 1997. After May 1, 1997, either party may notify the other party to open negotiations for a new agreement.

In Witness Whereof, the parties have executed this Agreement by their duly authorized representatives.

By: Alicia Brewer 8/8/94  
President of the Board (Date)

By: Lyne A. Brown 10/14/94  
CEA President (Date)

By: Agatha P. Lorraine  
Secretary of the Board (Date)  
8/8/94

By: Sheila C. West 10/14/94  
CEA Negotiations Chairperson (Date)

Anna Lucas  
Team Member (Date)  
8/8/94

Brenda L. Donaldson 10/14/94  
VBCEA Representative (Date)

W. W. Anderson 8/8/94  
Team Member (Date)

Sylvia Gaston 10/14/94  
Team Member (Date)

Alfred Hankins 8/8/94  
Superintendent (Date)

Adrian T. Buchanan 10/14/94  
Team Member (Date)

Marjorie J. Koyup 10/14/94  
Team Member (Date)

1994-95

SCHEDULE A  
BASIC COMPENSATION

<u>STEP</u>	<u>BA</u>	<u>MA</u>	<u>MA+15</u>
0	\$26,439	\$29,708	\$31,191
1	27,577	31,001	32,549
2	28,719	32,292	33,907
3	29,861	33,583	35,262
4	30,999	34,879	36,619
5	32,142	36,166	37,974
6	33,282	37,459	39,330
7	34,420	38,753	40,688
8	35,562	40,042	42,040
9	36,703	41,334	43,403
10	37,843	42,623	44,762
11	38,987	43,921	46,117
12	40,127	45,213	47,472

1995-96

SCHEDULE A  
BASIC COMPENSATION

<u>STEP</u>	<u>BA</u>	<u>MA</u>	<u>MA+15</u>
0	\$27,232	\$30,599	\$32,127
1	28,404	31,931	33,525
2	29,581	33,261	34,924
3	30,757	34,590	36,320
4	31,929	35,925	37,718
5	33,106	37,251	39,113
6	34,280	38,583	40,510
7	35,453	39,916	41,909
8	36,629	41,243	43,301
9	37,804	42,574	44,705
10	38,978	43,902	46,105
11	40,157	45,239	47,501
12	41,331	45,569	48,896

1996-97

SCHEDULE A  
BASIC COMPENSATION

<u>STEP</u>	<u>BA</u>	<u>MA</u>	<u>MA+15</u>
0	\$28,049	\$31,517	\$33,091
1	29,256	32,889	34,531
2	30,468	34,259	35,972
3	31,680	35,628	37,410
4	32,887	37,003	38,850
5	34,099	38,369	40,286
6	35,308	39,740	41,725
7	36,517	41,13	43,166
8	37,728	42,480	44,600
9	38,938	43,851	46,046
10	40,147	45,219	47,488
11	41,362	46,596	48,926
12	42,571	46,936	50,363

SCHEDULE A

BASIC COMPENSATION (Continued)

A. LONGEVITY. Effective the 1986-87 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 Five Hundred Dollars (\$500.00). This Five 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 received the sum of \$15.83 in 1994-95, \$16.30 in 1995-96, and \$16.79 in 1996-97

2. A teacher required to instruct an additional class in the high school shall receive the sum of \$4,086 per year for 1994-95, \$4,209 per year for 1995-96, and \$4,335 per year for 1996-97.

3. Special Work Assignments (Hourly rate):	94-95	95-96	96-97
Summer curriculum work without students	15.83	16.30	16.79
Summer School - working with children (at a ratio of no fewer than 10-1)	15.83	16.30	16.79
Band instruction-summer-with children (at a ratio of at least 10-1)	15.83	16.30	16.79

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.

	94-95	95-96	96-97
4. Driver Education Instructor	17.26	17.78	18.31
Driver Education Associate Instructor	14.86	15.31	15.77

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 \$1,785 per year for 1994-95, \$1,839 per year for 1995-96, and \$1,894 per year for 1996-97.
7. The Board will pay retirement on all salaries (money) earned.
8. Curriculum Council pay shall be one-half (1/2) the rate paid for an additional class, as in B. 2., above.

SCHEDULE B

ACTIVITIES SCHEDULE

COACHING POSITION

94-95 - 96-97

Varsity Football - Head Coach	2,690
Varsity Football - Assistant Coach	1,618
Football - Junior Varsity	1,618
Basketball - Varsity - Boys and Girls (each)	2,690
Basketball - Jr. Varsity - Boys and Girls (each)	1,618
Basketball - 9th Grade	1,345
Basketball - Junior High	1,083
(if combination both 7th and 8th)	1,618
Volleyball	2,428
Volleyball - Assistant	1,618
Wrestling	2,428
Wrestling - Assistant	1,618
Track - Varsity - Boys and Girls	2,428
Track Assistant	1,618
Baseball - Varsity	2,428
Cross Country - Varsity	1,345
Cheerleader Sponsor - Varsity and Jr. Varsity (Football, Basketball, Wrestling)	2,965
If two sponsors share the work, the fee is divided equally between the two	
Cheerleader Sponsor - Jr. High Activities	1,083
Softball - Girls	2,428
Tennis	1,345
Football games - work per game, per hour	16.60
Basketball games - work per game, per hour	10.14
Other events	10.14

OTHER ACTIVITIES

POSITION

FHA Sponsor	1,142
Annual Sponsor	1,357
Senior Class Sponsor	1,305
Junior Class Sponsor	1,305
Sophomore Class Sponsor	1,305
Freshman Class Sponsor	1,305
Student Senate Advisor	1,305
Instrumental Music	3,147
Vocal Music	1,577
Pom Pom Sponsor	982
Color Guard Sponsor	982
Academic Challenge Sponsor	1,357
Social Affairs Sponsor	1,305
Bus Chaperone per trip, per hour	17.23



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. 1. Teachers may elect health insurance from either Plan I or Plan II below.
- a. Plan I (for teachers not participating in Plan II):
- (1) Effective July 1, 1992 the district shall contribute 90% subsidy toward the monthly premium for MESSA Super Care II health insurance for the 1992-93 school year.
  - (2) Effective July 1, 1993, the district shall adjust its contribution toward these premiums by 90% of the increase in these premiums. Any premium costs in excess of this amount shall be borne by the teacher through payroll deductions.
  - (3) 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 this 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

1994-95 CALENDAR

August 22, 1994	Teacher In-Service
September 5, 1994	Labor Day
November 24-25, 1994	Thanksgiving Break
December 19, 1994 thru January 2, 1995	Christmas Break
January 16, 1995	M. L. King, Jr. Holiday
April 3 - 7, 1995	Spring Break
April 14, 1995	Good Friday
May 29, 1995	Memorial Day

1995-96 CALENDAR

August 21, 1995	Teacher In-Service
September 4, 1995	Labor Day
November 23-24, 1995	Thanksgiving Break
December 25, 1995 thru January 5, 1996	Christmas Break
January 15, 1996	M. L. King, Jr. Holiday
April 5, 1996	Good Friday
April 8 - 12, 1996	Spring Break
May 27, 1996	Memorial Day

1996-97 CALENDAR

Teacher In-service
Labor Day
Thanksgiving Break
Christmas Break
M.L. King, Jr. Holiday
Good Friday
Spring Break
Memorial day

## SCHEDULE D

### SNOW DAYS

So called "snow days" as defined by PA 239 will be made up with no additional pay. (These days include days the school is closed due to storms, fires, epidemics or health conditions as defined by the appropriate health authorities.)

Teachers will not be required to report on "snow days".

It is agreed that the four (4) half-days currently in the calendar will be counted as full days when determining if snow days must be made up. Also, the two (2) in-service days could be scheduled in the late winter/spring and used as student attendance days if snow days are needed to be made up beyond the first two snow days which were made up counting the scheduled student half-days as full days.

Utilizing the half-days and the in-service days will allow up to four (4) snow day make-up days without adding teacher days to the calendar. If more than four (4) make-up days are needed, the first five (5) days will be made up immediately following the regular school year. If more make-up days are needed beyond the aforementioned nine (9) days, they will be made up during spring recess starting with the first day of spring recess.

It is understood that for the life of this Agreement the "snow days" will be made up even if the State should change the current requirement.

APPENDIX A

COVERT PUBLIC SCHOOLS

G R I E V A N C E R E P O R T F O R M

Grievance # \_\_\_\_\_

Distribution of Form

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

Building

Assignment

Name of Grievant

Date Filed

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

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\_\_\_\_\_  
Signature (Principal)      Date

E. Position of Grievant and Association \_\_\_\_\_

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\_\_\_\_\_  
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 \_\_\_\_\_

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\_\_\_\_\_  
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:

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

APPENDIX C

EARLY RETIREMENT INCENTIVE PROGRAM,  
MPSERS PURCHASE PLAN

1. The Board agrees to make available sufficient funds for purposes assisting not more than four (4) teachers currently employed by the Board to qualify for retirement through the Michigan Public School Employees Retirement System (MPSERS) each year for two years, 1992-1993 and 1993-1994. Pursuant to this provision, additional service credit may be purchased toward retirement with MPSERS as outlined below and the service credit to be purchased by the Board shall not be more than is necessary to permit the teacher to qualify for retirement under MPSERS. The teachers who have more seniority as a teacher with the School District than other applicants and who apply pursuant to this provision and who satisfy all the conditions specified in this provision shall have payment made on his/her behalf by the School District pursuant to the terms and conditions of this provision.
  
2. Funds will be made available on a one time basis only and will be available pursuant to this provision only to a teacher (maximum of four [4] teachers for each of two [2] years) who has submitted an executed, irrevocable Letter of Resignation and Retirement and Waiver and Release as provided by the School District by 4:00 P.M. on or before May 1, 1993, for retirement, effective not later than June 30, 1993, or by 4:00 P.M. on May 1, 1994, for retirement effective not later than June 30, 1994.
  
3. A teacher seeking to obtain assistance from the Board pursuant to this provision must provide written notice to the Superintendent of the teacher's interest in participating in this early retirement incentive program and of the teacher's interest in retiring from his/her position of employment with the Board. Teachers will have not less than 45 days from the date the teacher receives a copy of the collective bargaining agreement to consider participating in the early retirement incentive program provided in this provision. However, as provided in this provision, it is understood that only limited funds are being made available for the early retirement incentive program and not more than four (4) teachers may receive the extra benefits provided in this Article in each of the two (2) years, 1992-1993 and 1993-1994. The written notice must be received by the Superintendent at his office not later than 4:00 P.M. on February 10, in the year (1993 or 1994) in which the teacher is interested in retiring.

4. A teacher wishing to qualify for the early retirement incentive program pursuant to this provision shall execute a separate Waiver and Release provided by the School District to be signed by the teacher, the Board and by the Association. The Waiver and Release shall provide, among other things, that the teacher resigns his/her teaching position with the School District and relinquishes the teacher's rights to his/her tenure, and waives any right to recall, back pay, fringe benefits, reinstatement and seniority rights. A teacher who qualifies shall also execute an irrevocable Letter of Resignation and Retirement as provided by the Board from his/her position as a tenured teacher with the Board.
5. The School District shall cooperate with MPSERS and provide MPSERS with requested information and documentation, when authorized in writing by the teacher, regarding the teacher's application. The School District does not represent or guarantee that the teacher is eligible for or will receive benefits through MPSERS. It is acknowledged that the teacher is subject to and must satisfy the requirements, terms and conditions of MPSERS for qualification for and receipt of retirement benefits in order to qualify for this program.
6. The teacher must be vested or otherwise eligible to receive retirement benefits from MPSERS. The teacher shall provide documentation as required by the School District to confirm retirement eligibility including, at a minimum, confirmation of the teacher's age, number of years of employment in qualifying public service, enrollment in either "MIP" or "Basic" retirement program, and eligibility for purchase of "generic" credit years. Verification shall be direct from MPSERS to the teacher or to the School District, and must be received in the School District's central administration office by 4:00 P.M., June 1, in the year in which the teacher will retire, either 1993 or 1994. If MPSERS eligibility cannot be documented to the satisfaction of the Superintendent by (and as of) June 30 in the year in which the teacher would retire under this provision, the teacher shall not be eligible for the payment on the teacher's behalf provided in this provision, his/her resignation and retirement letter shall be deemed void, and he/she shall be considered to remain actively employed by the School District.
7. No payments by the Board are required to be made until all the conditions of this provision have been satisfied and a separate Waiver and Release has been executed by all the parties, the irrevocable Letter of Resignation and Retirement executed by the teacher in accordance with Paragraph 4 above has been received and accepted by the Board and, where the teacher is purchasing two (2), three (3), four (4) or five (5) years of service credit and

must make a financial contribution to MPSERS under this provision, a certified check or money order payable to MPSERS from the teacher for the full amount of the teacher's contribution has been received in the School District central administration offices. The Board shall make payment as required under this provision only after the Waiver and Release has been executed by the teacher and the executed irrevocable Letter of Resignation and Retirement has been received from the teacher and accepted by the Board and, where the teacher is purchasing two (2), three (3), four (4) or five (5) years of service credit and must make a financial contribution to MPSERS under this provision, a certified check or money order from the teacher for the full amount of the teacher's contribution has been received in the School District central administration offices.

8. In order to be eligible to have the Board make payment pursuant to this provision for obtaining additional credit toward immediate retirement with MPSERS, the teacher must have taught not less than sixteen (16) years in the School District.
9. It is understood that during the duration of this provision that not every teacher who expresses an interest in qualifying for or otherwise participating in the early retirement incentive program under this provision will qualify or be able to retire due to the limitations on the number of teachers who may retire under the conditions of this provision. No payment will be made pursuant to this provision to help a teacher obtain additional credit toward retirement with the MPSERS if such payment will not enable that teacher to retire in the time frame provided in this provision.
10. All teachers shall be provided a copy of this provision by distribution of the collective bargaining agreement and, by receipt of said collective bargaining agreement, shall be deemed to be on notice of the following:
  - A. CONSULTATION WITH ATTORNEY. Any teacher considering participation in this program is expressly advised and encouraged to consult with an attorney before signing the documents required for participation in this program.
  - B. REVOCATION OR WITHDRAWAL OF WAIVER AND RELEASE, AND OF LETTER OF RESIGNATION AND RETIREMENT. Any teacher who executes the documents required for participation in this program shall be permitted to revoke said documents

and withdraw from participation in the program by submitting a signed and dated written notice to such effect, which must be received by the School District within seven (7) calendar days of the date on which the documents were originally signed. It is understood that the Board is not obligated to make any payment pursuant to this provision until after the seven calendar days have lapsed and the teacher has not revoked the documents.

- C. A list is available on request from the office of the Principal of the ages and job titles of the teachers known to satisfy the eligibility requirement of Section 8 of this provision and the ages and job titles of those teachers who do not satisfy the requirement. The School District is unable to provide similar information as to the eligibility requirement of Section 6 because it does not possess the relevant data.
  - D. Retirement may only be exercised following the last day of school for teachers at the end of the school year (i.e., June 30, 1993 or June 30, 1994), unless otherwise approved in writing by the School District and by the Association.
11. If a Michigan Court or a Federal Court or state or federal agency of competent jurisdiction, following the exhaustion of all available appeals, rules that early retirement incentive plans such as that provided in this Letter of Understanding are in violation of applicable state or federal laws or regulations or rules, then this provision shall be null and void, except to the extent permitted by law, rule or regulation.
12. Payment on behalf of the teacher for obtaining credit with MPSERS pursuant to this provision will be made according to this schedule. All contributions will be based on the calculated — actuarial cost, as provided by MPSERS and shared with the employee according to the following schedule.

Year(s) Purchased	Board Contribution	Employee Contribution
1 year	100%	0%
2 years	95%	5%
3 years	80%	20%
4 years	65%	35%
5 years	60%	40%

It is understood that, except as provided below, the Board shall not and is not required to contribute for any year(s) of service credit which would give the retiring teacher more than thirty (30) aggregate years of service credit for retirement purposes. The Board shall make the contribution directly to MPSERS for the sole purpose of purchasing retirement service credit for retirement at the close of the identified school year, 1993 or 1994, pursuant to this provision.

- A. The Board will provide to those persons with thirty (30) or more years of service a contribution equal to one (1) year of generic service credit based on the schedule above.
- B. The Board will make a purchase equivalent to an amount not greater than one (1) year of generic service credit which shall be used for purchasing U.S. Armed Forces credit.

The Board will not be required to provide the contribution for both A. and B. above to the same teacher.

- 13. 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 of whatever nature or kind, e.g., in a court or administrative agency proceeding that may arise out of or by reason of efforts by the Board to comply with the terms of this provision and will utilize its own counsel and defend such action at its own expense receiving the cooperation of the School District as provided in this paragraph. The School District shall promptly notify the Association of any claims, demands, suits or other potential liability as the School District receives notice and shall provide assistance to the Association in defending against such matters. The School District will not oppose intervention by the Association in such court or administrative agency proceeding. No claim, demand, suit or other liability shall be settled without the full approval by the School District.

8/25/92

LETTER OF RESIGNATION AND RETIREMENT

\_\_\_\_\_, 199\_\_

Board of Education  
c/o Alfred Hawkins, Superintendent  
Covert Public Schools  
35323 M-140 Highway  
Covert, Michigan 49043

Dear Board Members:

Please be advised that I am hereby submitting my resignation and announcing my retirement from employment in any capacity with the Covert Public Schools effective as of June 30, 19\_\_, in accordance with terms of the early retirement incentive program as described in the Early Retirement Incentive Program, MPSERS Purchase Plan, contained in the collective bargaining agreement between the Board of Education of the Covert Public Schools and the Covert Public Schools Education Association/MEA which I have reviewed and read.

It is my intent that, upon acceptance and compliance with the early retirement incentive program provided in the collective bargaining agreement, this resignation will constitute a permanent termination of my employment and of all obligations of the Covert Public Schools to re-employ me in any capacity. I have also executed a Waiver and Release provided by the School District in order to participate in the early retirement incentive program. Provided, however, that pursuant to the terms and conditions of the Early Retirement Incentive Program, MPSERS Purchase Plan, contained in the collective bargaining agreement, this letter of resignation may be deemed void in the event that I cannot, or do not, provide documentation satisfactory to the Superintendent of my eligibility to receive benefits under the Michigan Public School Employees Retirement System (MPSERS) or if I otherwise do not qualify under MPSERS at this time or if I do not meet and fulfill the provisions of the early retirement incentive program contained in the collective bargaining agreement. Provided, further, that I understand that pursuant to the terms and conditions of the early retirement incentive program in the collective bargaining agreement, I can revoke this Letter of Resignation and Retirement within seven (7) days of the date upon which I executed (signed) this Letter of Resignation and Retirement. I understand that after seven (7) days of Resignation and Retirement. I understand that after seven days, this resignation becomes irrevocable and binding.

Thank you for this opportunity.

Very truly yours,

\_\_\_\_\_, Teacher



LETTER OF UNDERSTANDING  
BETWEEN THE  
COVERT EDUCATION ASSOCIATION/VBCEA, MEA-NEA  
AND THE  
COVERT PUBLIC SCHOOLS

The below parties agree to adding the following addendum to the Master Agreement:

TEMPORARY REPLACEMENT TEACHERS

- I. 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.
- II. The temporary replacement teacher will be considered in the bargaining unit.
- III. The Board will first 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 that 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.

IV. 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 the part-time position with the teacher has the right to refuse the part-time position 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.

\_\_\_\_\_  
COVERT CEA REPRESENTATIVE

\_\_\_\_\_(Date)

\_\_\_\_\_  
COVERT BOARD OF EDUCATION

\_\_\_\_\_(Date)

\_\_\_\_\_  
VBCEA REPRESENTATIVE

\_\_\_\_\_(Date)

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 Rep.

\_\_\_\_\_  
Date

\_\_\_\_\_  
V.B.C.E.A. Rep.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Covert Board of Education Rep.

\_\_\_\_\_  
Date

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:

With reference to Article XII, Professional Compensation, the following teachers shall be "grandfathered" in their positions on the MA Salary Schedule:

Charles Moore  
Margery VerBeek

\_\_\_\_\_  
Covert Education Association Rep.

\_\_\_\_\_  
Date

\_\_\_\_\_  
VBCEA Rep.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Covert Board of Education Rep.

\_\_\_\_\_  
Date

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

DECISION/NOTICE/RIGHT TO BARGAIN

This Agreement shall be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties, in writing and signed by both parties, as an amendment to the current Master Agreement.

An Executive Council shall be composed of the Superintendent, the President of the Association, the Association Uniserv Director(s), three persons appointed by the Association, three Board of Education Members, and two Administrators named by the Superintendent. Meetings shall be scheduled as needed.

The purpose of the Council shall be to review and discuss exact language for the following issues as identified by the Michigan Accreditation Program (MAP), as they are initiated and implemented.

Site Based Decision-Making	Professional Development
Extended School Year	Accreditation
Core Curriculum	Student Assessment
Academies	

The Council shall be charged with the responsibility of reviewing all changes and making recommendations to the Bargaining Unit Members and the District Board of Education in areas not clearly defined or adequately covered in the current Master Agreement and to implement provisions of this Agreement as required.

No later than ten (10) working days following receipt of the needed data, the Council shall meet to review, examine and discuss same, consistent with its purpose as set forth above.

FOR BOARD OF EDUCATION:

FOR THE ASSOCIATION:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date \_\_\_\_\_

