

AGREEMENT

between the

COVERT PUBLIC SCHOOLS

and the

COVERT EDUCATIONAL ASSOCIATION

2009 — 2012

TABLE OF CONTENTS

		<u>PAGE</u>
Article I	Recognition & Definition	3
Article II	Management Rights	4
Article III	Association Rights	5
Article IV	Teacher Evaluation	6
Article V	Teacher Rights and Responsibilities	8
Article VI	Employee Discipline	9
Article VII	Professional Standards	9
Article VIII	Professional Hours and Days	11
Article IX	Teaching Load and Conditions	14
Article X	Assignments, Promotions, Transfers and Vacancies	15
Article XI	Professional Improvement	16
Article XII	Layoff/Recall Procedure	16
Article XIII	Grievance Procedure	18
Article XIV	Leaves of Absence	21
Article XV	Professional Compensation	27
Article XVI	Agency Shop	29
Article XVII	Drug-Free Workplace	31
Article XVIII	Continuity of Operation	32
Article XIX	Duration of Agreement	32
Schedule A	Basic Compensation	33
Schedule B	Activities Schedule	38
Schedule C	Health Insurance	39
Schedule D	Calendar	41
Appendix A	Grievance Report Form	42
Appendix B	Sick-Leave Shared Usage Bank Application	45
Appendix C	Teacher Evaluation Form	47
Appendix D	Letter of Understanding JAG	55
Appendix E	School Year Calendars 2009-2012	56

This agreement made by and between Covert Public Schools District No. 18, Covert, Michigan (hereinafter called the Board) and the 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, guidance counselors for preschool and grades K - 12, social worker, alternative education teacher(s) and media specialist for the regular school term except:
 - 1. Substitute teachers and teacher’s aides;
 - 2. Supervisory and administrative personnel, including, but not limited to the Superintendent, Assistant Superintendent, Business Manager, Principals, and Assistant Principals.
 - 3. All other employees.

ARTICLE II

MANAGEMENT RIGHTS

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

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

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

ARTICLE III

ASSOCIATION RIGHTS

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

- A. Members of the Association employed by the Board shall have the right, without priority, to schedule with the building principal use of school building facilities to conduct Association business. The district shall be reimbursed by the Association for any costs which would not ordinarily be incurred by the school district if said facilities were not used by the Association. The scheduling of such use of the school building facilities shall in no event, be in conflict with any school district or educational activity.
- B. The Association may provide bulletin boards in the teachers' lounge and the Board will provide for the installations.
- C. School reproduction facilities shall not be used for the reproduction of Association materials without prior approval of the Board or Administrative staff.
- D. The use of teacher mail boxes for the conduct of its official business.
- E. Association members or representatives who are not employees of the Board, must check in at the principal's office with no disruption of the schools' educational program or schedule.
- F. The Association and teachers shall be notified in writing of policy or procedural changes related to teaching duties.
- G. The Association shall be granted five (5) Association Business Days annually for the Association officers or representatives to carry on the work of the Association. Association Business Days shall not accumulate from year to year. The CEA President shall notify the teacher's principal at least one (1) week in advance of the use of an Association Business Day. The CEA shall reimburse the Board for the daily rate of the substitute teacher(s) exclusive of FICA and retirement costs. A teacher on an Association Business Day shall provide lesson plans for the substitute.

ARTICLE IV

TEACHER 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 apprized of his/her performance on a continuing basis and each formal evaluation shall be followed by a conference between the administrator and the teacher.
- B. Formal evaluations 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 a three (3) year period. The Board may provide for such additional evaluations as it shall determine to be necessary for the proper conduct of the educational program.
- E. Formal evaluations shall include direct classroom observation. Within ten (10) work days following the observation, a conference as indicated in Article IV, A., 1 (a.) above shall be held between the teacher and the evaluating administrator. The teacher's completed evaluation shall be made available to the teacher two (2) working days prior to the conference; at the end of the first conference, the teacher shall sign the completed evaluation form. The teacher shall have three (3) working days to request a second conference if he/she desires a second conference with the evaluating administrator. Said evaluation shall not become a part of the teacher's personnel file until the second conference, if requested, as stipulated above, is held as provided in Article IV, A., 2 below.

- (1.) The teacher, together with a representative of the Association, if desired, shall have the right to meet with the administrator or administrators responsible for the place of such materials in the personnel file, provided that the teacher, in writing, requests such meeting within five (5) working days following notice of the intention to insert the adverse materials.
- (2.) Two (2) working days prior to the meeting, the teacher shall be furnished a copy of material for review. The meeting between the said teacher and administrator shall take place within ten (10) working days of the day the written request is received.
- (3.) If the objectionable material is not withdrawn or modified in a manner satisfactory to the teacher and to the Board as a result of such meeting, the teacher shall have the right within ten (10) working days following the conclusion of the meeting to have inserted in the personnel file a statement concerning such material.
- (4.) Within five (5) working days following the submission of the teacher's objections to his formal evaluation, the teacher may utilize, with the Association's approval, an evaluation by a third party, with the following guidelines.
 - (a.) Said person shall be an educator who is not a member of the MEA or NEA.
 - (b.) Said teacher, together with a representative of the Association, if desired by the teacher and the Superintendent, shall choose the third party evaluator.
 - (c.) The third party shall observe the teacher in the classroom within thirty (30) days of being retained, but without prior notice to the teacher or the Association.
 - (d.) The third party shall prepare a written evaluation. This evaluation shall be made a part of the teacher's personnel file, and a copy of the evaluation shall be given to the teacher.
 - (e.) The third party evaluation, under this provision, is exempt from further third party evaluations.
 - (f.) Teachers who receive consecutive evaluations reflecting the same observations shall not be eligible to petition for a third party again.

- (g.) The expense of the third party shall be borne equally by the Board and the Association.
 - (h.) This provision shall only apply to tenured classroom teachers.
 - (i.) The contents of a teacher's evaluation shall not be subject to challenge through the grievance procedure.
5. The parties agree to use the evaluation instrument found in Appendix C.

ARTICLE V

TEACHER RIGHTS AND RESPONSIBILITIES

A. Teacher Protection (Complaints Against a Teacher)

- 1. A written complaint against a teacher that results in a permanent record of the complaint, or discipline as a result of the complaint, will be discussed with the teacher before any action is taken. The teacher will be given an opportunity to resolve the complaint before any record of the complaint is added to the personnel file.
- 2. If the teacher is to be disciplined as a result of the written complaint, the administrator will meet with the teacher (within five [5] working days when appropriate) following the day of the written complaint to discuss the written complaint with the teacher. The employee discipline article of this agreement will govern the process of the discipline.

B. Personnel Files

- 1. The Board will maintain a personnel file for each teacher. These personnel files will be kept in accordance with Bullard-Plawecki Right to Know Act, PA 379 of 1978. A teacher may make periodic reasonable requests to review his/her personnel file.
 - (a.) Upon written request within five (5) working days, the administration will provide an reasonable opportunity for the teacher making the request to review the contents of his/her personnel file. At the request of the teacher, an association representative may accompany the teacher during this review. The file shall be reviewed in the presence of a school district administrator. Neither the teacher making the request nor the association representative shall remove any material from the file. Teachers who remove material from a personnel file may be disciplined. If a teacher finds material objectionable, Section B below will govern the process for registering the objection.

- (b.) *Teacher Objection to Material in the Personnel File.* At the request of the teacher, the administrator placing the material in the personnel file found objectionable to the teacher, shall meet with said teacher to discuss the material disputed. The meeting will take place within five (5) days of the written request by the teacher. If the meeting does not resolve the differences, the teacher may rebut the material by placing a written document in the file noting these differences under dispute as allowed by the Bullard-Plawecki Act, PA 379 of 1978.

C. 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.

ARTICLE VI

EMPLOYEE DISCIPLINE

1. No bargaining unit member shall be disciplined, reprimanded, discharged, reduced in rank or compensation, or deprived of professional benefits without just cause. Before placing written reprimands in an employee's personnel file, the administrator making the reprimand shall:
 - (a.) Discuss the reasons for the reprimand with the employee.
 - (b.) Provide a copy of the reprimand to the employee.
 - (c.) At the request of the employee, allow an Association representative to be present when the reprimand is presented to the employee.
2. All information forming the basis for any disciplinary action will be made available to the teacher and to the Association.

ARTICLE VII

PROFESSIONAL STANDARDS

1. Standards. The parties recognize that the certification of a teacher and his/her contractual agreement constitute a continuing representation by the teacher that he/she is qualified to be entrusted with the responsibility for the education of students. Although the parties acknowledge the difficulty of completely and precisely defining the minimum acceptable professional standards for each teacher, it is recognized that they include at least the following:
 - (a.) General Competence. A teacher shall maintain such level of professional competence as may be required to adequately discharge his professional responsibilities.

- (b.) Preparation for Professional Assignments. A teacher shall adequately prepare for the discharge of professional assignments. Adequate preparation shall include the preparation of such material as may be required by a substitute teacher.
- (c.) Performance of Professional Assignments. It is the responsibility of a teacher to work to stimulate the spirit of inquiry, the acquisition of knowledge and understanding, and the thoughtful formulation of worth goals. In fulfilling this obligation to the student, a teacher:
 - (1.) Shall not, without just cause, restrain the student's independent action in his pursuit of learning, deny the student access to varying points of view nor deliberately suppress or distort subject matter for which the teacher bears responsibility, not seek to impose upon the student his/her own opinions.
 - (2.) Shall direct the instructional material to the assigned subject matter and matters which are reasonably related.
 - (3.) Shall maintain such order and discipline during the conduct of instruction as shall be necessary to provide a suitable learning environment.
- (d.) 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.
- (e.) Professional Conduct. A teacher shall:
 - (1.) Refrain from the use of his/her professional relationship with students for private advantage.
 - (2.) Maintain a professional demeanor in his/her relationship with students, parents, members of the professional staff and the Board.
 - (3.) Refrain from holding outside employment or engaging in activities which materially interfere with the performance of his/her professional assignments.
 - 4.) Be present and prepared to perform professional assignments at the established time and place, except as the reason for such tardiness or absence could not have reasonably been anticipated or avoided, and shall promptly advise the Administration of tardiness or absence in accordance with such notification procedure as may be from time to time established by the Board.
 - (5.) Take adequate precautions to distinguish between his/her personal views and those of the District and shall not knowingly distort or

misrepresent the facts concerning educational matters in direct and indirect public expressions.

(6.) Accept no gratuities, gifts or favors that might impair, or appear to impair, his/her professional judgment nor offer any favor, service or thing of value to obtain special advantage.

(f.) 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 VIII

PROFESSIONAL HOURS AND DAYS

A. PROFESSIONAL DAYS:

1. The 2009-2010 school calendar represent 170 student days. The 2010-2011 and 2011-2012 school calendars represent 171 student days. In addition, the school calendars represent:

- | | | | |
|------|-----------|------------------|---------------------------------|
| (a.) | 2009-2010 | Teacher Days 178 | (180 for probationary teachers) |
| (b.) | 2010-2011 | Teacher Days 175 | (177 for probationary teachers) |
| (c.) | 2011-2012 | Teacher Days 175 | (177 for probationary teachers) |

2. Teachers agree to teach the required number of days and hours to fulfill State of Michigan Statues on hours and days of instruction so the school district will be able to receive its financial aid payments without penalty.

3. Based on A., 2. above, secondary and elementary staff shall determine any adjustment necessary to meet State Standards in cooperation with secondary and elementary principals. Agreement requires a 2/3 vote of elementary and/or secondary staff.

B. TEACHING HOURS:

1. The parties recognize the principle of a normal forty (40) hour work week, exclusive of lunch. The teachers' normal teaching hours in the elementary and secondary schools shall be 7 1/4 hours.

2. Student Days

2009-2010	170 days
2010-2011	171 days
2011-2012	171 days

Teacher Report Times

2009-2010	Secondary	7:27 am - 3:01 pm
2009-2010	Elementary	8:27 am - 4:01 pm
2010-2011	Pre K - 12	7:30 a.m. - 3:30 pm
2011-2012	Pre K - 12	7:30 a.m. - 3:30 pm

In addition to regular teaching hours, the teacher will be in the building for a total of fifteen (15) minutes. This means fifteen (15) minutes before the scheduled student instructional day of which, the last ten (10) minutes 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 7:00 a.m., and end no later than 5:00 p.m. The school day may be extended to 5:00 p.m. in order to accommodate unusual scheduling needs, i.e., the schedule of the music instructor.
4. Exceptions to these regulations shall be only with permission of the Principal and his notification to the Superintendent.
5. (a.) The Board of Education may schedule classes either before or after the regular student day. These classes are sometimes referred to as “zero or eighth hours”. When these classes exist they will be the same length as other classes included within the regular student day. A teacher who works such an assignment will have a schedule that is sequential to his/her work day so that the instructional/work day is no longer than other members of the building staff with the following exception: When scheduling allows, unless excused by building principal, the teacher is to attend staff meetings where attendance is required of other staff members.

(b.) The above hours shall be defined as voluntary and not mandated by Administration.

C. TARDINESS:

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

D. PERFORMANCE AND DUTIES:

1. Teachers will spend their school hours in teaching, lesson preparation, and educational affairs of Covert Public Schools.
2. Teachers shall attend all called staff meetings. No more than four (4) staff meetings for a maximum of three (3) hours shall be scheduled during any one month and teachers are not required to stay at staff meetings for more than 1½

hours after dismissal from school. These rules do not apply to staff meetings which may be scheduled on paid professional development days.

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

3. Teachers shall be available for at least five (5) evening assignments, excluding athletic events and any evening 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 five (5) 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 one (1) shall be subject to selection by the teacher.
4. All teachers shall be entitled to a duty-free uninterrupted lunch period of thirty (30) minutes.
5. Elementary teachers will be provided an average of forty-five (45) minutes preparation time per day per week with a minimum of twenty (20) minutes of the forty-five guaranteed each day.
6. Teachers of music, art, and the laboratory sciences, librarians, speech therapists, reading consultants, visiting teachers, counselors and all special education teachers shall be provided with relief and preparation time to the same extent as other teachers in the District.
7. The normal full time load of high school teachers shall include a minimum of two hundred fifty (250) minutes of preparation time per week. The term preparation time shall be construed to include the use of this time for purposes other than preparation such as class meetings, assembly programs and other similar activities, but specifically does not include filling in as a substitute teacher in the classroom.
8. High School and Middle School teachers will be provided an average of forty-five (45) minutes preparation time per day per week with a minimum of twenty (20) minutes of the forty-five (45) minutes guaranteed each day.
9. Teachers are to be in the halls five (5) minutes before classes start and also between classes. When possible they should be stationed in close proximity to their assigned rooms.
10. No departure from these norms, except in case of emergency, shall be made without prior consultation and agreement with the Association.

11. Teachers who choose not to attend the summer inservice workshop will be expected to attend any make-up “mini sessions” made available by the Board as a means of becoming familiar with material missed. Workshop times will be scheduled with the limits of the calendar and the current contract.
12. Conferences: A teacher shall be reasonably available for consultation with students, parents, members of the professional staff and others.

ARTICLE IX

TEACHING LOAD AND CONDITIONS

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

Pre-Kindergarten	-	18 per half day
Kindergarten	-	25 maximum
1-3	-	25 maximum
4-6	-	30 maximum

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

English (ELA) and Math	-	27 maximum
Foreign Language	-	30 maximum
Drafting, Art, Occupational Training, Industrial Arts, Home Economics	-	25 maximum
Physical Education	-	40 maximum
All other classes	-	35 maximum
All Special Education	-	Maximum as state law requires

If it shall appear that the professional work load of a teacher shall be materially greater than set forth in the foregoing guidelines and the work load has not been adjusted through normal administrative procedures prior to the Fall count day as established by state law or regulation, 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. In the event schools are closed due to inclement weather, or act of God, and including but not limited to, boiler failure, fires, or epidemics, the district shall utilize all inclement weather days as permitted by the state statutes so as to insure no loss of state aid if schools are closed.

Make up time exceeding the state statutes shall be scheduled by mutual agreement between the district and association or made up at the end of the year.

- C. The Board recognizes the appropriate texts, library reference facilities, maps and globes, laboratory equipment, art supplies, athletic equipment, current periodicals, standard tests

and questionnaires and similar materials are tools of the teaching profession. The Board and the teachers will confer from time to time for the purpose of improving the selection and use of such educational tools, and the Board, upon majority approval, will implement all joint decisions thereupon made by its representatives and the teachers.

- D. The Board agrees to continue its effort to help to relieve teachers of supervision of playgrounds and busses as availability of funds allows.
- E. The Board shall make available, in all future buildings, adequate lunchroom, restroom, and lavatory facilities exclusively for teacher use and at least one room, appropriately furnished, which shall be reserved for use as a faculty lounge.
- F. Teachers shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety, or well-being. The Association may consult with the Administration in these matters.
- G. Adequate parking space, telephone availability and vending machines in the teachers' rooms will continue to be provided to the same degree as has been established by custom in past years.

ARTICLE X

ASSIGNMENTS, PROMOTIONS, TRANSFERS AND VACANCIES

- A. The Board recognizes that it is desirable in making assignments to consider the interests and aspirations of its teachers. Requests by a teacher for transfer to a different class, building or position shall be made in writing, one copy of which shall be filed with the Superintendent and one copy shall be filed with the Association. The application shall set forth the reasons for transfer, the school, grade, or position sought, and the applicant's academic qualifications. Such requests shall be renewed once each year to assure active consideration by the Board.
- B. When the Board determines that a vacancy exists within the bargaining unit, the Board agrees to weigh the professional background and attainments of all applicants, the length of time each has been in the school system and other relevant factors.
- C. In filling vacancies to administrative vacancies, the Board shall consider the professional qualifications, background, attainments and other relevant factors, including service in the School District, as well as applications from outside the School District.
- D. The parties recognize that some changes in grade assignments in the elementary and middle schools and changes in subject assignment in the secondary grades may be necessary. While the right of determination to assign or transfer a teacher is vested in the Board, the Board will not, in any case, assign or transfer a teacher without reasonable prior discussion with said teacher and notification of the Association. Such transfers and changes of assignment shall be on a voluntary basis whenever possible. Transfers which are made against the teacher's wishes may be appealed by the teacher and the Association to the Board.

- E. All teachers shall be given a tentative schedule for the forthcoming year no later than the preceding first day of July. In the event that changes in such schedules are proposed, all teachers affected shall be notified promptly and consulted.
- F. Whenever any vacancy in any professional position in the District shall occur, the Board shall publicize the same by giving written notice of such vacancy to the Association and providing for appropriate posting in every school building. A vacancy shall not be permanently filled until it has been posted for ten (10) days. By the last day of each school year teachers with a specific interest in possible vacancies which may occur during summer break will notify the Superintendent of Schools of their interest on a prescribed form, and shall include their summer address, telephone number and specific position(s) desired. The ten (10) day posting requirement shall be waived ten (10) days prior to the beginning of the school year. However, the Association shall still be notified of the vacancy.
- G. In the event that both teachers from within and without the school district apply for a vacancy in the bargaining unit, the Board may give preference to the teacher currently employed by the Board if the qualifications and certifications of all applicants are equal.

ARTICLE XI

PROFESSIONAL IMPROVEMENT

- A. The parties recognize the desirability of providing within the resources and staffing needs of the School District opportunities for:
 - 1. Visits to other classrooms and other schools.
 - 2. Conferences involving other personnel from the District, county, state, region, or nation.
 - 3. Training in classes and workshops.
 - 4. Membership on professional committees.
- B. Opportunity for participation by teachers on an individual basis may be granted by the Superintendent. Reasonable costs incurred by a teacher which have been approved by the Superintendent shall be subject to reimbursement by the Board.

ARTICLE XII

LAYOFF/RECALL 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 this 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. The results of the drawing will result in the permanent seniority placement for any and all of those involved in the drawing.
- 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. 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.
- G. The most senior certified and qualified teacher, per the Master Agreement, will be offered the part-time vacant positions. The laid off teacher has the right to refuse with the understanding that the most senior teacher, per the Master Agreement, would be offered the next full time position that becomes vacant. The laid off teacher who chooses not to accept a part-time position will not be penalized for not accepting the part-time position.
- H. 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 received. Additionally, teachers who fail to act in the affirmative and reject the terms of a recall notice within fifteen (15) days of the recall notice being received will have their name removed from the seniority list at the conclusion of that fifteenth (15th) day.

ARTICLE XIII

GRIEVANCE PROCEDURE

A. DEFINITIONS:

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

B. PURPOSE:

1. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to grievances which may from time to time arise. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
2. Nothing contained herein will be construed as limiting the right of any teacher having a grievance to discuss the matter informally with any appropriate member of the administration and having the grievance adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement and that the Association has been given the opportunity to be present at such adjustment.

C. PROCEDURE

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

1. Level One:

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

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

2. Level Two:

If the grievant and Association are not satisfied with the disposition of the grievance or if no disposition has been made within the days specified, the grievance may be filed with the Superintendent within five (5) working days from the written decision of the Principal or from the time allotted if no decision is rendered. Within seven (7) working days the Superintendent or his/her designee shall meet with the Association Representative on the grievance and shall indicate his/her disposition of the grievance in writing within five (5) working days of such meeting and shall furnish a copy thereof to the Association. The Superintendent may require the grievant to be present at said meeting. Should the Superintendent of Schools choose to refer the grievance to the Board of Education for consultation, he/she shall inform the Association that there will be a delay, not to exceed two (2) weeks, in preparing his/her answer.

3. Level Three:

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

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

bound by the rules and procedures of the American Arbitration Association in selection of an arbitrator.

D. POWERS OF THE ARBITRATOR

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

1. He/she shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.
2. There shall be no appeal from the arbitrator's decision if it is within the scope of his authority as set forth above. It shall be final and binding on the Association, its members, the employee or employees involved, and the Board of Education.
3. The fees and expenses of the arbitrator incurred shall be borne equally by the Board and the Association.
4. He/she shall have no power to establish salary scales or agreed upon working conditions.
5. He/she shall have no power to rule on any matter for which the Michigan Teacher Tenure Commission, Michigan Employment Relations Commission, or the state or federal Civil Rights Commission have jurisdiction.
6. He/she shall not hear any grievances previously barred, as provided in this Agreement, from the scope of the Grievance procedure.
7. If either party disputes the arbitrability of any grievance under the terms of this Agreement, the arbitrator shall have no jurisdiction to act on the merits of the issue(s) until he/she has determined that it is arbitrable. In the event that a case is appealed to the arbitrator on which he/she has no power to rule, it shall be referred back to the parties without decision or recommendation on its merits.
8. The arbitrator shall have no power to order a monetary award on any issue in which monetary benefits are not specifically provided for in this Agreement.

E. The following matters shall not be the basis of any grievance filed under the procedure outlined in this Article:

1. The termination of services or of failure to re-employ any probationary teacher;
2. The failure to re-employ any teacher to a position on the extra-curricular schedule.
3. Any matter involving teacher evaluation (except for the evaluation procedure outlined in Article IV).
4. Any matter subject to the Tenure Act shall not be subject to the Grievance Procedure.

5. 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.
6. 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.

ARTICLE XIV

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 2009-2010, 2010-2011 and 2011-2012 school years. Routine health examinations, dental appointments, or other matters which might appropriately be covered during vacation periods, will not be chargeable to personal illness without special approval from the building principal and superintendent.
- (b.) A teacher who receives a personal injury arising out of and in the course of his/her employment by the Board and who is subject to the provisions of the Michigan Worker's Compensation Act at the time of such injury shall be paid compensation in the manner and to the extent provided in the Worker's Compensation Act. In the event the injury requires the teacher to be absent from work, the teacher may chose one of the following options:
 - (1.) Draw Worker's Compensation benefits, if permitted by law, with no deduction from accrued sick leave. The Board shall not be required to pay any portion of the teacher's salary for this time period.

OR

- (2.) Instead of option one (1) above, utilize sick leave days to the extent available, on a pro-rated basis, with such days to be deducted from accrued sick leave. To the extent sick leave is available, the teacher shall suffer no loss of salary, provided the teacher has the Worker's Compensation check mailed directly to the school.

- (c.) Absence due to sickness in the teacher's immediate family which reasonably required the presence of the teacher shall be deemed a legitimate use of sick leave. Immediate family shall include father, mother, spouse, children, brother, sister, mother-in-law, father-in-law, grandparents, and grandchildren. However, such leave shall not exceed ten (10) days per year, per immediate family member as defined above.
- (d.) Part-time teachers will receive above benefits on a pro-rated basis.
- (e.) In the event of absence of a teacher for illness in excess of three (3) working days in a period of thirty (30) days, the Board may require a statement from a physician.
- (f.) Sick leave shall be used for all medical, dental or other reasons for absence which involve the physical or mental health of the teacher. Personal business days shall not be used for such purpose.
- (g.) To receive sick leave payment for maternity purposes, the teacher must perform all duties until physically disabled and return to service as soon as physically able to perform all duties as certified by her physician.
- (h.) Teachers employed for the first time by the District and under contract for the school year shall accumulate sick leave days at the rate of one (1) per month during their first year.

2. Sick Days Diminishing:

Any teacher who after being employed for a period of five (5) years or more with the District as a teacher and has accumulated at least fifty (50) days of sick leave may submit to the Superintendent, at the end of the school year, but no later than May 30, a request to sell back to the District a maximum of twelve (12) days of the accumulated sick leave at the rate of seventy-five dollars (\$75) per day.

3. Funeral Days:

- (a.) Teachers on a regular school year contract will be entitled to funeral leave as follows: Up to three (3) days leave for a death in their immediate family. Included are spouse, children, sibling(s), parents, grandparents, grandchildren, aunts, uncles, nieces, nephews, mother-in-law, father-in-law, brothers or sisters-in-law, and children of the employee's spouse. Also, up to two (2) days leave for the death of the spouse's grandparents, his/her brothers-in-law or sisters-in-law, nieces and nephews will be granted. Employees are not expected to use more days than are necessary to meet their responsibilities or obligations.

Up to two additional days may be granted by the Superintendent in conjunction with the funeral days if, because of distance, extended travel is

necessary or, because the personal relationship of the employee to the deceased requires additional time off.

An employee may request the use of a business day for the funeral of a friend or relative not covered by this policy.

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.

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. A personal day shall not be granted the day before or the day after any school vacation period or legal holiday except in the case of an emergency. The teacher must request the exception from the Superintendent in writing. The decision to approve or deny any such request rests solely with the Superintendent and is not subject to the grievance procedure.

5. Leave Administration:

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

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

B. UNPAID LEAVES OF ABSENCES:

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

Notwithstanding a request to extend an unpaid leave of absence, a teacher not notifying the district of their intent to return to work the following school year by April 15th, will have their name removed from the seniority list at the end of that workday.

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

1. Unpaid Educational Leave:

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

- (a.) The teacher shall have been continuously employed by the Board for not less than seven (7) full school years, and shall not have taken a leave of absence under this provision, or an equivalent provision, within five (5) years preceding the application.
- (b.) A written application bearing the endorsement and approval of the Superintendent and the Principal shall be filed with the Board no later than April 15 and shall contain at least the following information:
 - (1.) A description of the nature of the educational improvement contemplated.
 - (2.) A description of the expected benefits to be derived by the School District, and
 - (3.) The desired time for the commencement and termination of the leave.

- (c.) The leave of absence shall not exceed one (1) year, provided that a leave may be extended by the Board upon prior written application from the teacher. The Board may further restrict the total number of teachers on an educational leave of absence at any one time to not more than one (1) teacher from each building but not to exceed a total of four (4) teachers at any one time from the entire staff. The Board shall have the right to deny or to delay the commencement of the leave if the absence of the teacher has assumed a professional responsibility or if a qualified replacement cannot reasonably be found to fill the vacancy that would be created by the absence of the applicant during the period requested. A leave of absence shall not be terminated early without the prior approval of the Board.
- (d.) A teacher shall be credited with time on a leave of absence for purposes of advancement on the salary schedule.
- (e.) A teacher completing more than one-half of the school year will advance to the next step on the salary schedule. Those teachers who do not work at least one-half of a school year will not advance on the salary schedule for the following school year.

2. Unpaid Leaves of Absence for Extended Illness, Disability, and/or Maternity/Paternity Leave

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

- (a.) Where appropriate, a written application shall be submitted within three (3) months after pregnancy has been determined or as soon as practical in the case of illness or injury.
- (b.) 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 or trimester. 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.
- (c.) 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

Teachers who (1) retire through MPSERS after ten (10) or more years of service with the Covert Public Schools, and (2) give notice of their retirement on or before May 30 of the current school year, shall receive \$75.00 for each day of their accumulated sick leave up to \$9,000.00.

4. 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.) To qualify for this section the course of study selected by the teacher must be in a field of education or subject area directly related to the instruction of students in the Covert Public Schools. The school district by example, but not limitation, will not reimburse tuition costs in such fields as school administration, engineering, theology, public administration, or health care. In addition, to be reimbursed, courses must be taken at a state accredited teacher preparation college or university.
- (b.) The district will pay up to a total of eighteen (18) graduate credit hours only on the first (1st) Masters Degree Program.
- (c.) 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.
- (d.) The graduate course must be completed and proof of satisfactory completion submitted to the Office of the Superintendent prior to September 15th of each year to be compensated for that school year.
- (e.) 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" tuition will be computed. Teachers will be reimbursed at the appropriate rate, on campus for "on campus" courses, etc.
- (f.) 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.

5. Sick Leave Bank:

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

remain with the sick/injured employee. Employees who “give” in a particular year would not be eligible to sell days that year.

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

C. FAMILY AND MEDICAL LEAVE ACT (FMLA)

The District recognizes that the provisions of the Family and Medical Leave Act are available to all employees who benefit from the terms and conditions of this agreement. The parties agree that any FMLA will be taken concurrently with any other leave such employees have available.

ARTICLE XV

PROFESSIONAL COMPENSATION

A. WAGES:

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

1. Regular Compensation:

The district will notify teachers prior to August 1 in those years when there is a need to have twenty-seven (27) pay periods. 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 or trimester (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 or trimester.

(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 or trimester (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. A non-degreed teacher shall remain at step 0 of the salary schedule.

- (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:

All medical and other 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).

E. **ASSOCIATION DUES:**

The district shall deduct employee-authorized, Association dues on the first payroll of each month during the school year. A check for the amount of the dues that have been deducted will be available for pick up by the local CEA treasurer or designee no later than 3 business days after the deduction has been made.

ARTICLE XVI

AGENCY SHOP

A. **FINANCIAL RESPONSIBILITY:**

Membership in the Association is separate and distinct from the assumption by a teacher of his/her equal obligation to compensate the Association for the benefits he/she 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/her fair share of the cost of representation.

B. **AGENCY SERVICE FEE:**

Each bargaining unit member shall, as a condition of employment, (1) on or before thirty (30) days from the first day of active employment or the effective date of this Agreement, whichever is later, join the Association, or (2) pay a Service Fee to the Association, pursuant to the Association's "Policy Regarding Objections to Political-Ideological Expenditures" and the Administrative Procedures adopted pursuant to that policy. The Service Fee shall not exceed the amount of Association dues collected from Association members. The bargaining unit member may authorize payroll deduction for such fee. In the event that the bargaining unit member shall not pay such Service Fee directly to the Association, or authorize payment through payroll deduction, the Employer shall, pursuant to MCLA 408.477; MSA 17.277(7) and at the request of the Association, deduct the Service Fee from the bargaining unit member's wages and remit same to the Association. Payroll deductions made pursuant to this provision shall be made in equal amounts, as nearly as may be, from the paychecks of each bargaining unit member. Moneys so deducted shall be remitted to the Association, or its designee, no later than twenty (20) days following deduction.

- C. Pursuant to *Chicago Teachers Union v Hudson*, 106 S Ct 1066 (1986), the Association has established a “Policy Regarding Objections to Political-Ideological Expenditures.” That Policy, and the Administrative Procedures (including the timetable for payment) pursuant thereto, applies only to non-union bargaining unit members. The remedies set forth in that Policy shall be exclusive, and unless and until such procedures, including any administrative or judicial review thereof, shall have been availed of and exhausted, no dispute, claim or complaint by an objecting bargaining unit member concerning the application and interpretation of this Article shall be subject to the grievance procedure set forth in this Agreement
- D. Any bargaining unit member who is a member of the Association, or who has applied for membership, may sign and deliver to the Employer an assignment authorizing deduction of dues, assessments and contributions to the Association as established by the Association. Such authorization shall continue in effect from year-to-year unless revoked according to the procedure outlined in the MEA Constitution, Bylaws and Administrative Procedures. Pursuant to such authorization, the Employer shall deduct one-tenth (1/10th) of such dues, assessments and contributions from the regular salary check of the bargaining unit member each month for ten (10) months, beginning in September and ending in June of each year. The Board may assess a fee to the CEA relative to the cost of processing political contributions.
- E. Due to certain requirements established in court decisions, the parties acknowledge that the amount of the Service fee charged to non-members along with other required information may not be available and transmitted to non-members until mid-school year (December, January, or February). Consequently, the parties agree that the procedures in this Article relating to the payment or non-payment of the representation Service Fee by non-members shall be activities no earlier than thirty (30) days following the Association’s notification to non-members of the Service Fee for that given school year.
- F. In the event of any legal action against the Employer brought in a court or administrative agency because of its compliance with this Article, the Association agrees to defend such action, at its own expense and through its own counsel, provided:
1. The Employer gives times notice of such action to the Association and permits the Association intervention as a party if it so desires, and
 2. The Employer gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses, and making relevant information available at both trial and appellate levels.
 3. The Association shall have complete authority to compromise and settle all claims which it defends under this section.

The Association agrees that in any action so defended, it will indemnify and hold harmless the Employer from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the Employer’s compliance with this Article XIII, but this does not include any liability for unemployment compensation paid under the Michigan Employment Security Act.

G. CHECK-OFF PROCEDURE:

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

H. NON-DISCRIMINATION:

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

I. EMPLOYMENT TERMINATION:

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

J. 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 XVII

DRUG-FREE WORKPLACE

- A. Employees shall not possess, sell or take part in the distribution of intoxicants or illegal drugs during a work period, or activity. In compliance with the Federal Government Drug-Free Workplace Act of 1988 (PL 100-690 Title V, Subtitle D), employees who violate any of the above may be subject to disciplinary sanctions consistent with due process, applicable laws and collective bargaining agreements, which may result in penalties up to and including discharge.

- B. By written agreement of the School District, Association and involved employee, a disciplinary sanction imposed under this Agreement may be suspended, held in abeyance, reduced, rescinded and/or waived where the employee successfully participates in an Employee Assistance and/or Rehabilitation Program. As a condition of participation in such programs, the involved employee shall provide all consent and authorization necessary for the district to have access to information pertaining to the employee's progress, interment, and prognosis for return to work.

ARTICLE XVIII

CONTINUITY OF OPERATION

The Association and the Board subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the school program. The Association, therefore, agrees that its officers, representatives and members shall not authorize, instigate, cause, aid, encourage, ratify or condone, nor shall any teacher take part in any strike, slowdown or stoppage of work, or other interruption of activities in the school system. Failure or refusal on the part of any teacher to comply with the provisions of this Article may be subject to disciplinary action up to and including dismissal.

ARTICLE XIX

DURATION OF AGREEMENT

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

All articles of the Agreement shall be effective August 24, 2009 through August 23, 2012. Either party may terminate this Agreement as of August 23, 2012 by giving written notice to the other party between April 1 and June 30, 2012. If neither party shall give notice to terminate the Agreement as provided above, the Agreement shall continue in effect for successive periods of one (1) year, unless and until written notice of termination is given between April 1 and June 30 of any subsequent contract anniversary date.

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

By: _____
President of the Board (Date)

By: _____
CEA President (Date)

By: _____
Secretary of the Board (Date)

By: _____
CEA Negotiations Chairperson (Date)

By: _____
Board Chief Negotiator (Date)

By: _____
VBCEA Representative (Date)

By: _____
Team Member (Date)

By: _____
Team Member (Date)

2009-2010

**SCHEDULE A (@ 0%)
BASIC COMPENSATION**

<u>STEP</u>	<u>BA</u>	<u>MA</u>	<u>MA+15</u>
0	\$38,367	\$43,111	\$45,266
1	40,020	44,989	47,234
2	41,676	46,862	49,206
3	43,334	48,736	51,174
4	44,986	50,616	53,141
5	46,643	52,483	55,106
6	48,296	54,358	57,073
7	49,952	56,235	59,046
8	51,607	58,108	61,007
9	53,263	59,983	62,985
10	54,916	61,853	64,956
11	56,578	63,740	66,926
12	58,229	65,610	68,889

2010-2011

SCHEDULE A (@ 0%)
BASIC COMPENSATION

<u>STEP</u>	<u>BA</u>	<u>MA</u>	<u>MA+15</u>
0	\$38,367	\$43,111	\$45,266
1	40,020	44,989	47,234
2	41,676	46,862	49,206
3	43,334	48,736	51,174
4	44,986	50,616	53,141
5	46,643	52,483	55,106
6	48,296	54,358	57,073
7	49,952	56,235	59,046
8	51,607	58,108	61,007
9	53,263	59,983	62,985
10	54,916	61,853	64,956
11	56,578	63,740	66,926
12	58,229	65,610	68,889

2011-2012

BASIC COMPENSATION

Reopener on Wages

SCHEDULE A

BASIC COMPENSATION (Continued)

A. LONGEVITY:

Teachers who have completed five (5) years on the maximum of the appropriate salary schedule will receive Nine Hundred Dollars (\$900.00).

B. HOURLY AND EXTRA COMPENSATION:

1. If an elementary teacher shall not receive the planning time specified in the master agreement, the teacher shall receive for each hour of planning time not receive the sum of \$22.98 in 2009-2010, \$22.98 in 2010-2011, and reopener on wages in 2011-2012.
2. A teacher who agrees to instruct, during the regular instructional day, an additional class, shall receive the amount equivalent to 1/5 of the salary stated for BA-0.
3. Special work Assignments (Hourly Rate):

09-10	10-11	11-12	
Summer Curriculum work without students	22.98	22.98	Reopener on wages
Summer School - working with children (at a ratio of no fewer than 10-1)	22.98	22.98	Reopener on wages
Band instruction-summer-with children (at a ratio of at least 10-1)	22.98	22.98	Reopener on wages

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.

In the event that the district chooses to compensate teachers for ELA or Math class size overages under Article IX A 2., the compensation will be computed at the rate of \$284.20 per student in excess of 27 students per class per trimester/semester to a maximum of \$1000 per class per trimester/semester. This payment will be prorated for the number or days the overage exists.

(Example:)

ELA Class of 29 students

BA-0 \$38,367 divided by 5 = \$7673.40 divided by 27 students = \$284.20 per student

In this example, 29 students for entire trimester would result in a payment of

\$284.20 x 2 = \$564.40

**BA-0 subject to change based on negotiated salary agreement.

4.	Driver Education Instructor	25.05	25.05	Reopener on wages
	Driver Education Associate Instructor	21.58	21.58	Reopener on wages

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 \$2,589 per year for 2009-2010, \$2,589 per year for 2010-2011, and **reopener on wages in 2011-2012.**
7. The Board will pay retirement on all salaries (money) earned.
8. The Board of Education agrees to compensate employees who inadvertently work more than the regularly contracted teacher days because they were in transit to, or were in attendance at, a conference, seminar or similar activity when school was canceled for a day or a portion of a day and other teachers were not required to work. Compensation may be made for that day, or a portion of that day, at the discretion of the Superintendent in the following manner: 1) The teacher may have the make-up time off; 2) The Superintendent may select another day, or part of day, the teacher may have off; 3) The Superintendent may choose to pay the teacher at the teacher's per diem rate of pay for that day or portion of that day for which the teacher is entitled to be paid.

However, nothing in this section prevents the teacher from refusing any of the above options and performing "gratis" for the additional day. This excludes, by example but not limitation, those teachers who voluntarily work weekend activities, vacation period workshops, or those on after school Schedule "B" assignments.

ACTIVITIES SCHEDULE

COACHING POSITION	09-10	10-11	11-12
Varsity Football - Head Coach	\$3,770	\$3,770	Reopener on wages
Varsity Football - Assistant Coach	2,267	2,267	Reopener on wages
Football - Junior Varsity	2,267	2,267	Reopener on wages
Varsity Basketball - Boys & Girls (each)	3,770	3,770	Reopener on wages
Varsity Basketball - Assistant Coach-Boys & Girls (each)	2,267	2,267	Reopener on wages
Basketball - Jr. Varsity - Boys & Girls (each)	2,267	2,267	Reopener on wages
Basketball - 9th Grade	1,886	1,886	Reopener on wages
Basketball - Middle School	1,517	1,517	Reopener on wages
Basketball - 7th and 8th Grade Combined	2,267	2,267	Reopener on wages
Volleyball - Head Coach	3,403	3,403	Reopener on wages
Volleyball - Assistant Coach	2,267	2,267	Reopener on wages
Volleyball - Middle School	1,517	1,517	Reopener on wages
Wrestling - Head Coach	3,403	3,403	Reopener on wages
Wrestling - Assistant Coach	2,267	2,267	Reopener on wages
Soccer - Head Coach	3,403	3,403	Reopener on wages
Soccer - Assistant Coach	2,267	2,267	Reopener on wages
Soccer - Middle School	1,517	1,517	Reopener on wages
Track - Varsity - Boys & Girls	3,403	3,403	Reopener on wages
Track - Assistant Coach	2,267	2,267	Reopener on wages
Baseball - Varsity Coach	3,328	3,403	Reopener on wages
Cross Country - Varsity Coach	1,886	1,886	Reopener on wages
Cheerleader Sponsor - Varsity & Jr. Varsity (Football, Basketball, Wrestling)	4,156	4,156	Reopener on wages
If two sponsors share the work, the fee is divided equally between the two			
Cheerleader Sponsor - Middle School	1,517	1,517	Reopener on wages
Softball - Girls	3,403	3,403	Reopener on wages
Tennis	1,886	1,886	Reopener on wages
Football games - work per game, per hour	23.27	23.27	Reopener on wages
Basketball games - work per game, per hour	14.21	14.21	Reopener on wages
Other events	14.21	14.21	Reopener on wages

OTHER ACTIVITIES

POSITION

FHA Sponsor	1,601	1,601	Reopener on wages
Annual Sponsor	1,903	1,903	Reopener on wages
Senior Class Sponsor	1,829	1,829	Reopener on wages
Junior Class Sponsor	1,829	1,829	Reopener on wages
Sophomore Class Sponsor	1,829	1,829	Reopener on wages
Freshman Class Sponsor	1,829	1,829	Reopener on wages
Student Senate Advisor	1,829	1,829	Reopener on wages
National Honor Society/Junior Society	1,903	1,903	Reopener on wages
Elementary National Honor Society		951.50	Reopener
on wages			
Instrumental Music	4,412	4,412	Reopener on wages
Vocal Music	2,211	2,211	Reopener on wages
Pom Pom Sponsor	1,377	1,377	Reopener on wages
Color Guard Sponsor	1,377	1,377	Reopener on wages
Academic Challenge Sponsor/Model UN	1,903	1,903	Reopener on wages
Social Affairs Sponsor	1,829	1,829	Reopener on wages
School Improvement Chair(s) (3 per Supt approval)	1,903	1,903	Reopener on wages
Bus Chaperone per trip, per hour	24.13	24.13	Reopener on wages
Drama Stipend - 2 plays per year	\$1,000	each play (Not tied into Schedule B)	

SCHEDULE B (Continued)

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

SCHEDULE C

HEALTH INSURANCE

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

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

1. Health - Choices II with \$5/\$10 prescription card (2009-2010)
Health - Choices II with \$10/\$20 drug card (2010-2012)
2. Dental - Delta Dental Plan 100/80/80/80 \$1500 annual maximum
3. Vision - VSP 3 Gold
4. Negotiated Life - \$10,000 with AD&D

Plan I: For the life of this agreement, teachers selecting this plan shall contribute 11% of the monthly premium cost for health insurance for 2009-2010, and 15% of the monthly premium cost for health insurance for 2010-2012. Additionally, the Board may elect to package this plan into a MESSA PAK. The Board shall provide a pre-tax premium payment plan to allow eligible bargaining unit members to pay contributions for healthcare coverage with pre-tax dollars upon receiving a valid written authorization from the member.

Plan II:

1. Dental - same as above
2. Vision - same as above
2. Negotiated Life - same as above
3. \$350 per month toward the premiums of the following options:
Hospital Confinement Indemnity
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.) No insurance will be paid for teachers working less than half-time. Teachers working more than half-time but less than full-time will receive premiums paid on a pro-rata basis.
- (b.) Payments of premiums will be stopped upon termination of employment if during the school year. If termination comes at the end of the school year, the premiums will be paid through the following August.
- (c.) The carrier for the life of the Agreement will be MESSA.
- (d.) Changes in family status shall be reported by the teacher to the personnel office within 30 days of such change. The teacher shall be responsible for

any overpayment of premiums made by the Board in his/her behalf for failure to comply with this paragraph.

- (e.) Teachers who have Board-provided term life insurance, as provided through the health insurance plan, have a 30 day conversion right upon termination of employment. Any teacher electing his/her right to conversion in order to keep their life insurance in force must contact the insurance carrier within 30 days of their last day of employment.

- C. The provision of the above insurances are subject to the rules and regulations of the underwriter(s).

SCHEDULE D

2009-2010 CALENDAR

August 31, 2009	Teacher In-Service
September 7, 2009	Labor Day
November 26-27, 2009	Thanksgiving Break
December 21, 2009 thru January 3, 2010	Christmas Break
January 18, 2010	M.L. King, Jr. Holiday
April 5 thru April 9, 2010	Spring Break
May 31, 2010	Memorial Day

2010-2011 CALENDAR

August 30, 2010	Teacher In-Service
September 6, 2010	Labor Day
November 25-26, 2010	Thanksgiving Break
December 20, 2010 thru January 2, 2011	Christmas Break
January 17, 2011	M.L. King, Jr. Holiday
April 4 thru April 8, 2011	Spring Break
April 22, 2011	Good Friday
May 30, 2011	Memorial Day

2011-2012 CALENDAR

August 29, 2011	Teacher In-Service
September 5, 2011	Labor Day
November 24-25, 2011	Thanksgiving Break
December 19, 2011 thru January 2, 2012	Christmas Break
January 16, 2012	M.L. King, Jr. Holiday
March 26 - 30, 2012	Spring Break
May 28, 2012	Memorial Day

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

Calendar for 2009-2010 is to be based on 170 total student days per year and 178 total teacher work days per year, and Calendar for 2010-2012 is to be based on 171 student days and 175 total teacher work days per year.

APPENDIX A
COVERT PUBLIC SCHOOLS
GRIEVANCE REPORT FORM

Grievance # _____

Distribution of Form
1. Superintendent
2. Principal
3. Association
4. Grievant

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

- A. Date Cause of Grievance Occurred _____
- B. Date of Oral Conference with Principal _____
- C.* 1. Statement of Grievance _____
- _____
- _____
- _____
2. Section(s) or Subsection(s) alleged to have been violated _____
- _____
- _____
3. Relief Sought _____
- _____
- _____

Signature of Grievant _____ Date _____

D. Position of Principal _____

Signature (Principal) Date

E. Position of Grievant and Association _____

Signature (Grievant) Date

Signature (Association) Date

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

LEVEL II

A. Date Received by Superintendent (or Designee) _____

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

Signature (Supt. Or Designee) Date

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

Signature (Board Representative) Date

C. Position of Grievant and Association _____

Signature (Grievant) Date

Signature (Association)

Date

LEVEL III

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

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

B. Name of Arbitrator Selected _____

C. Date of Hearing _____

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

APPENDIX B

COVERT PUBLIC SCHOOLS

SICK LEAVE-SHARED USAGE BANK APPLICATION

Name _____ SSN _____

Home Address _____

Home Telephone _____ Building _____

DIAGNOSIS/PROGNOSIS (EXPLAIN: USE REVERSE SIDE IF NECESSARY)

Onset Date of Illness/Disability: _____ Anticipated Length of Illness/Disability: _____

First Paid Related Sick Day: _____ Last Paid Related Sick Day: _____

I am requesting _____ days from the Sick Leave-Share Usage Bank

I HAVE APPLIED/WILL APPLY FOR STD/LTD: YES ____ NO ____ FOR \$ _____ (weekly amount)

I HAVE DRAWN BENEFITS FROM THE CEA SICK BANK PREVIOUSLY YES ____ NO ____ (IF YES, WAS IT FOR THE SAME ILLNESS/DISABILITY?) YES ____ NO ____

I HAVE GIVEN MY DOCTOR WRITTEN AUTHORIZATION TO COMMUNICATE WITH THE CEA IF THERE ARE QUESTIONS OR CLARIFICATIONS NEEDED. YES ____ NO ____

I HAVE PROVIDED THE CEA WITH MY DOCTOR'S STATEMENT YES ____ NO ____

PAYROLL DATA VERIFICATION

Date Received _____ Date Completed _____

Paid Sick Days _____ First Sick Day Paid _____

Unpaid Sick Days _____ Last Sick Day Paid _____

Verified By _____ Date Forwarded to Committee _____

COVERT PUBLIC SCHOOLS

COMMITTEE USE BELOW

Date Sick Bank Coverage Begins: _____ Should apply for STD/LTD: _____

Maximum Number of Days Approved: _____ Date Approved: _____

Gift of Sick Days From:

1) _____
Teacher Signature Number of Days

2) _____
Teacher Signature Number of Days

3) _____
Teacher Signature Number of Days

4) _____
Teacher Signature Number of Days

Sick Leave-Shared Usage Chairperson _____
Signature Date

Committee Concerns: _____

CENTRAL OFFICE

Approved _____ Date _____ Denied _____ Date _____

Superintendent _____ Date Forwarded to _____
Payroll _____
Signature