

AGREEMENT

between the

COVERT PUBLIC SCHOOLS

and the

COVERT EDUCATIONAL ASSOCIATION

2021-2024

TABLE OF CONTENTS

	<u>PAGE</u>
PREAMBLE	2
Article I	Recognition & Definition 2
Article II	Management Rights 2
Article III	Association Rights 3
Article IV	Teacher Rights and Responsibilities 4
Article V	Mentor Teacher 5
Article VI	Professional Standards 6
Article VII	Professional Hours and Days 8
Article VIII	Teaching Load and Conditions 10
Article IX	Professional Improvement 12
Article X	Layoff/Recall Procedure 12
Article XI	Grievance Procedure 13
Article XII	Leaves of Absence 15
Article XIII	Professional Compensation 22
Article XIV	Drug-Free Workplace 24
Article XV	Continuity of Operation 24
Article XVI	Duration of Agreement 25
Schedule A	Basic Compensation 26-30
Schedule B	Activities/Coaching 31-33
Schedule C	Health Insurance 34-36
Schedule D	Calendar 37
Appendix A	Grievance Report Form 38-40
Appendix B	Sick-Leave Shared Usage Bank Application 41-42

PREAMBLE

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 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 a non-Covert employee substitute teacher(s) and retirement costs exclusive of FICA A teacher on an Association Business Day shall provide lesson plans for the substitute.
- H. The Board also agrees to share monthly personnel report or other communication with the Association if there are any bargaining unit members that are on leaves of absence extending one (1) month or more, or that have left the employ of the District for any reason. If there are no changes for the month, then no report needs to be supplied. New employee data, including Name, position/classification, address, email and phone number will be communicated to the Association within seven (7) business days of the hire. Annually, the Board agrees to share bargaining unit member data (if available) including, but not limited to, wages, benefit cost, benefit census and work assignment data electronically within fifteen (15) business days of the written request by the Association.
- I. At the beginning of the school year, the Association shall be afforded the opportunity to collaborate with the Administration in assisting with new teacher orientation, whereas the Association may present and distribute the collective bargaining agreement.

ARTICLE IV
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, will be discussed with the teacher before any action is taken. The teacher will be given an opportunity to resolve the complaint to the satisfaction of

the building administrator or superintendent before any record of the complaint is added to the personnel file.

B. Personnel Files

The Board will maintain a personnel file for each teacher. These personnel files will be kept in accordance with Bullard-Plawecki Right to Know Act, PA 379 of 1978. A teacher may make periodic reasonable requests to review his/her personnel file.

(a.) Upon written request within five (5) working days, the administration will provide a reasonable opportunity for the teacher making the request to review the contents of his/her personnel file. The file shall be reviewed in the presence of a school district administrator. The teacher making the request shall not 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 V
MENTOR TEACHERS

A. A Mentor Teacher shall provide professional support, instruction, and guidance to a teacher who is required to have a mentor under Section 1526 of the Revised School Code. The purpose of the mentor assignment is to provide an experienced colleague who can offer assistance, resources, information and a voice of experience and insight. The district may, at its discretion, assign a mentor to an employee on an individualized growth plan or where the evaluation indicates that performance deficiencies exist.

- B. Factors to consider when assigning a mentor teacher to a mentee will be (1) the educator’s experience, certification and endorsement; (2) demonstrated instructional expertise; (3) ability to work well with colleagues; (4) continuous learning and preparation (5) skill at providing instructional support; and (6) building assigned. The mentor teacher will not be responsible for evaluation of the mentee.
- C. The mentor teacher shall be available to provide professional support, guidance and instruction to the mentee.
- D. The mentor teacher assignment shall be for one (1) school year subject to renewal upon agreement by the mentor teacher, the mentee and administration. The match will be reviewed by all parties involved, annually.
- E. The district shall make reasonable efforts to assign mentees to mentors in his or her department or grade level. Where appropriate, the administration may assign a mentee to two mentors. Bargaining unit employees who are assigned as a mentor teacher will receive as compensation of his/her extra duties and responsibilities the following amounts:
 - i. Mentoring Year 1: \$400
 - ii. Mentoring Year 2: \$300
 - iii. Mentoring Year 3: \$200
- F. Assignment as a mentor teacher will be voluntary and will be regarded as an extra duty position. If no one from the bargaining unit volunteers who meets minimal qualifications to fill the mentor teacher positions, the district will consider individuals outside of the district. If the district is unable to contract with an individual out of the district to be a mentor teacher, the district may assign bargaining unit member(s) to serve as a mentor teacher.
- G. Upon joint request of the mentor teacher and the mentee, the building administrator may approve released time for purpose of the mentor teacher visiting the classroom of the mentee or for the mentee visiting the classroom of the mentor.

ARTICLE VI
PROFESSIONAL STANDARDS

- A. 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:
 - 1. General Competence. A teacher shall maintain such level of professional competence as may be required to adequately discharge his professional responsibilities.

2. 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.
3. 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 specific, measurable and timely student instructional goals. In fulfilling this obligation to the student, a teacher:
 - (a.) 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.
 - (b.) Shall direct the instructional material to the assigned subject matter and matters which are reasonably related.
 - (c.) 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 VII
PROFESSIONAL HOURS AND DAYS

A. PROFESSIONAL DAYS:

- 1. The school calendars represent:
2021-2024 and 180 student days and 5 professional development teacher work days (2 additional for probationary teachers)
- 2. Teachers agree to teach the required number of days and hours to fulfill State of Michigan Statutes on hours and days of instruction so the school district will be able to receive its financial aid payments without penalty.

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 and ¼ hours.
- 2. Student days for 2021-2024 is set at 180 days

Teacher Report Times

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 and there are no scheduled staff meetings or professional development activities.

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/her 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.

C. 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 PLCs . No more than four (4) staff meetings for a maximum of four and one-half (4.5) 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 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, Fall and Spring; open house/backpack giveaway, Bulldog Carnival and graduation shall be included as part of the five (5) evening assignments. Additional evening assignments may be assigned by the building principal with staff input. In addition, two (2) athletic events may count as one (1) evening assignment.
4. All teachers shall be entitled to a duty-free uninterrupted lunch period of thirty (30) minutes.
5. All teachers will be provided a minimum of 45 minutes of preparation time per day per week with a minimum of 20 consecutive minutes per day. 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 including filling in as a substitute teacher in the classroom.
6. 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.
7. No departure from these norms, except in case of emergency, shall be made without prior consultation and agreement with the Association.
8. A teacher shall be reasonably available for consultation with students, parents, members of the professional staff and others.

ARTICLE VIII
TEACHING LOAD AND CONDITIONS

1. The pupil-teacher ratio for Elementary K-5 will be as follows:

Pre-Kindergarten	-	Maximum as State law requires
Kindergarten	-	25 maximum
1-3	-	25 maximum
4-5	-	30 maximum
2. The pupil-teacher ratio for Secondary 6-12 will be as follows:

English (ELA)	30 maximum
Science	30 maximum
Math	30 maximum

Social Studies	30 maximum
All Special Education	Maximum as State law requires

Electives:

Foreign Language	30 maximum
Drafting, Art, Occupational Training, Industrial Arts, Home Economics	30 maximum
Physical Education	40 maximum
All other classes	30 maximum

Middle School and High School will be compensated as follows:

Core subject teachers who teach more than four (4) preps will be compensated at \$700 per semester.

If pupil-teacher ratio exceeds maximum at any time during the school year, the following steps will be taken by the District:

- K-5 classrooms formula would be:
\$8.00 x # of students over maximum x # of days student present

Example for 1st grade:

\$8.00 x 7 students over max of 25 x 180 days present = \$10,080.00

- 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 Administrators 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 shall make available, 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 and telephone availability in the teachers' rooms will continue to be provided to the same degree as has been established by custom in past years.
- G. The administration will exercise due diligence to give the teachers a tentative schedule for the forthcoming year no later than the preceding first day of July.

ARTICLE IX
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 X
LAYOFF/RECALL PROCEDURE

- A. Seniority shall be defined as length of continuous service in the district, as a member of the bargaining unit, beginning with the first day of work during the regular school year.
- B. 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.

- C. 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.

ARTICLE XI **GRIEVANCE PROCEDURE**

Objectives. It is the intention of the parties to provide a peaceful and orderly procedure to resolve any disagreement concerning the interpretation of this Agreement which has not been resolved through the use of normal administrative procedures.

Definitions.

“Claim”: a claim is an allegation by the claimant that a specific provision(s) of this Agreement has been violated.

“Claimant”: means the bargaining unit member filing the claim. The claimant shall have the right to personally attend each conference or hearing and if he or she requests, have an authorized representative, designated by the Association, present.

“Event”: the event means that act or omission which the claimant alleges violates one or more provisions of this Agreement.

Hearing Levels.

Informal Adjustment. Prior to filing a written claim, the claimant shall meet with his/her immediate supervisor for the purpose of attempting to adjust such alleged claim without further proceedings. The request for the meeting must be made within ten (10) days from the time of the event or the time the claimant reasonably should have known of the event.

Written Claim. If the claim is not satisfactorily resolved at the informal adjustment conference, the claimant shall have ten (10) days after the conclusion of the informal conference within which to file a written claim with his/her immediate supervisor. The claim shall include:

- An identification of the claimant(s);
- The facts upon which the claim is based;
- The applicable portion(s) of the Agreement allegedly violated;
- The specific relief requested;
- The date of the claim; and
- The signature of the claimant.

A reply by the claimant’s immediate supervisor shall be filed within twenty (20) days from the receipt of the written claim.

Formal Conference. If the reply of the claimant's immediate supervisor is not satisfactory and a request by the claimant is made within ten (10) days from the receipt of the reply, a formal conference shall be held within ten (10) days from the receipt of such request. The formal conference shall involve the claimant, the Superintendent (or designee) and the Association President (or designee). At the option of the Superintendent (or designee), the claimant's immediate supervisor may also attend the formal conference.

The purpose of such formal conference shall be to seek a positive and constructive disposition of the claim and to avoid the necessity for further proceedings. Any agreement reached as a result of the formal conference regarding the disposition of the claim shall be in writing.

If the parties are unable to reach agreement, the Superintendent (or designee) shall file a reply within twenty (20) days after the completion of the formal conference, unless the Employer and the Association shall mutually agree that the formal conference be adjourned and reconvened with a State mediator. If mediation occurs and does not produce a resolution of the claim, the written reply of the Superintendent (or designee) shall be filed with the claimant and the Association with ten (10) days after conclusion of the mediation meeting.

Hearing Officer. If the claim is not satisfactorily resolved at the Formal Conference (or, if mutually agreed between the Employer and the Association, before a State mediator), the Association shall have the right to submit the claim to a hearing officer, if such request is made within fifteen (15) days from the receipt of the Formal Conference reply.

Upon receipt of a written request to submit the claim to a hearing officer, the Employer and the Association shall consult as to the selection of a hearing officer who shall serve as arbitrator. If, within five (5) days after receipt of the request to submit, the parties are unable to mutually agree to a hearing officer of their own choosing, the party requesting the hearing will contact the American Arbitration Association (Detroit office) to initiate the hearing officer selection process, in accordance with its Labor Arbitration Rules. Once the hearing officer is selected, the hearing will be conducted under the then current Labor Arbitration Rules of the American Arbitration Association, provided that:

The hearing officer shall not have the authority to vary the terms of the Agreement.

The hearing officer shall render his/her written decision within thirty (30) days from the conclusion of the hearing.

The parties may agree to an expedited hearing by mutual consent.

Either party shall have the right, within fifteen (15) days from the receipt of the decision of the hearing officer, to apply to a court of competent jurisdiction for a rehearing of the claim both as to the facts and the law, provided, however, that if application is not made within such time, the decision of the hearing officer shall be binding.

Form of Action. All claims, replies, and requests shall be in writing and shall be filed with each party.

Exclusions. The Labor-Management Contract Enforcement Procedure shall not apply to:

A claim by any teacher who desires to assert his/her legal right to present such claim directly to the Employer and have it adjusted without intervention of the Association, provided that the adjustment is not inconsistent with the terms of this Agreement and

provided that the Association has been given an opportunity to be present at any such adjustment.

The failure to re-employ a probationary teacher at the expiration of the teacher's individual contract of employment.

Any claim in which proceedings are pending before any administrative tribunal, agency or court, it being the intention of the parties that a claimant shall have one (1) remedy only.

Any provision of this Agreement which contains an express exclusion from this procedure or any matter involving a prohibited subject of bargaining under the Public Employment Relations Act.

General Provisions.

Provisional Relief. The Employer may at any stage of the proceedings provisionally grant in whole or in part the relief requested by the claimant. Neither a provisional grant of relief, nor the failure to grant such relief, shall be considered by a mediator, hearing officer or a court of competent jurisdiction as an admission, it being intended only for the purpose of permitting a party to mitigate damages pending a final determination of the claim.

Withdrawals and Denials. The initiation of any claim or request for advancement to the next hearing level which is not made within the time limitations prescribed in this Procedure, shall be deemed to have been withdrawn and shall automatically terminate any further proceedings. Any claim which is not answered within the time specified shall be deemed to have been denied and the claim shall automatically advance to the next claim level unless withdrawn.

Place of Proceedings. All proceedings up to the hearing before the mediator shall be held on the Employer's premises. A hearing before a mediator or hearing officer shall be held at a location within Kalamazoo County mutually acceptable to the Employer and the Association or as designated by the mediator or hearing officer. The cost of any facilities shall be shared equally by the parties.

Costs. Any fees and expenses paid for the services of a mediator or hearing officer shall be shared equally by the parties. Each party shall otherwise be responsible for its own costs.

ARTICLE XII **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-five (125) days.
- (b.) A teacher who receives a personal injury arising out of and in the course of his/her employment with 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 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 prorated 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 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 one hundred dollars (\$100) 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.) 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.
- (c.) These rules may be by-passed in cases of emergency.

No more than two persons at any one time may be granted a personal day; in the event of an emergency, the Superintendent may approve a request.

In the event personal leave days are not utilized by the teacher, these days shall be added to the teacher's sick leave bank for that school year. A personal day shall not be granted the day before or the day after any school vacation or legal holiday, except in the case of an emergency. The teacher must request the exception from the Superintendent in writing. The personal leave days will require the approval of the building principal and Superintendent. 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. If an unpaid educational leave is granted by the Board, the leave will be taken 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 fifteen (15) 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 \$105.00 for each day of their accumulated sick leave up to \$11,000.00.

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 twelve (12) graduate credit hours only on the first (1st) Master's 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 tuition will be computed and reimbursed at the appropriate rate.
- (f.) Any courses studied by a teacher under a grant program, where tuition has been provided, will not be reimbursed by the Covert School District.

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 or 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.

C. Family and Medical Leave Act (FMLA):

The District recognizes that the provision of the Family and Medical Leave Act are available to eligible employees. The parties agree that any FMLA leave will be taken concurrently with any other leave such employees have available.

ARTICLE XIII
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 Master's Degree shall be paid according to their placement on the Masters column on the salary schedule.

(2.) All teachers earning a Master's 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.) To be eligible for placement on the MA + 15 Salary Schedule, a teacher must complete 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-certified 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 bi weekly 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 up to four (4) 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 XIV
DRUG-FREE WORKPLACE

- A. Employees shall not possess, sell or take part in the distribution of intoxicants or illegal drugs during a work period, or activity.

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

ARTICLE XV
CONTINUITY OF OPERATION

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

ARTICLE XVI
DURATION OF AGREEMENT

This Agreement constitutes the sole and entire existing Agreement between the parties and supersedes 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 from the date of ratification through June 30, 2024.

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: _____
Superintendent (Date)

By: _____
Team Member (Date)

**COVERT EDUCATION ASSOCIATION
2021-2022**

SCHEDULE A (Steps 0-12 @ 2%, Steps 13+ @ 3%)

BASIC COMPENSATION

STEP	BA	MA	MA+15
0	\$42,786	\$48,079	\$50,482
1	\$44,630	\$50,173	\$52,678
2	\$46,478	\$52,262	\$54,876
3	\$48,328	\$54,352	\$57,070
4	\$50,170	\$56,448	\$59,264
5	\$52,019	\$58,531	\$61,457
6	\$53,862	\$60,621	\$63,649
7	\$55,709	\$62,716	\$65,849
8	\$57,758	\$64,804	\$68,036
9	\$59,401	\$66,895	\$70,243
10	\$61,244	\$68,981	\$72,441
11	\$63,097	\$71,085	\$74,640
12	\$64,939	\$73,170	\$76,828
13	\$66,926	\$75,237	\$78,933

In addition, a lump sum stipend of \$500 will be issued to each teacher
one time during the 2021-2022 school year

**COVERT EDUCATION ASSOCIATION
2022-2023**

SCHEDULE A (Steps 0-12 @ 2%, Step 13+ @ 2%)

BASIC COMPENSATION

STEP	BA	MA	MA+15
0	\$43,642	\$49,040	\$51,491
1	\$45,523	\$51,176	\$53,731
2	\$47,408	\$53,307	\$55,974
3	\$49,294	\$55,439	\$58,211
4	\$51,173	\$57,577	\$60,449
5	\$53,059	\$59,701	\$62,686
6	\$54,939	\$61,833	\$64,922
7	\$56,824	\$63,970	\$67,166
8	\$58,913	\$66,100	\$69,397
9	\$60,589	\$68,233	\$71,648
10	\$62,469	\$70,360	\$73,890
11	\$64,359	\$72,507	\$76,132
12	\$66,238	\$74,633	\$78,365
13	\$68,265	\$76,742	\$80,512

In addition, a lump sum stipend of \$500 will be issued to each teacher
one time during the 2022-2023 school year

**COVERT EDUCATION ASSOCIATION
2023-2024**

SCHEDULE A (Steps 0-12 @ 1%, Steps 13+ @ 2%)

BASIC COMPENSATION

STEP	BA	MA	MA+15
0	\$44,078	\$49,531	\$52,006
1	\$45,978	\$51,688	\$54,269
2	\$47,882	\$53,840	\$56,533
3	\$49,787	\$55,993	\$58,794
4	\$51,685	\$58,153	\$61,054
5	\$53,590	\$60,298	\$63,313
6	\$55,489	\$62,451	\$65,571
7	\$57,392	\$64,610	\$67,838
8	\$59,502	\$66,761	\$70,091
9	\$61,195	\$68,915	\$72,365
10	\$63,093	\$71,064	\$74,629
11	\$65,003	\$73,232	\$76,894
12	\$66,900	\$75,379	\$79,149
13	\$69,630	\$78,277	\$82,122

In addition, a lump sum stipend of \$500 will be issued to each teacher
one time during the 2023-2024 school year

SCHEDULE A (Continued)

A. LONGEVITY:

1. Teachers who have completed five (5) years on the maximum level of the appropriate salary schedule will receive one-thousand (\$1,000.00).
2. Teachers who have completed ten (10) years on the maximum level of the appropriate salary schedule will receive one-thousand-three-hundred (\$1,300.00).

B. HOURLY AND EXTRA COMPENSATION:

1. If an elementary or secondary 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 \$27.00.
2. A teacher who agrees to instruct, during the regular instructional day, an additional class, shall receive a flat rate of \$35/hour.
3. Special work Assignments (Hourly Rate): 21-22 22-23 23-24

Summer Curriculum work without students	27.00	27.00	27.00
Summer School - working with children (at a ratio of no fewer than 10-1)	27.00	27.00	27.00
Band instruction-summer-with children (at a ratio of at least 10-1)	27.00	27.00	27.00

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.

	<u>21-22</u>	<u>22-23</u>	<u>23-24</u>
4. Driver Education Instructor	27.00	27.00	27.00
Driver Education Associate Instructor	23.50	23.50	23.50

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, prorated for time worked. This only applies when loss of duty-free lunch occurs.
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.

C. MERIT PAY

If an employee receives an effective evaluation rating, he/she will receive fifty dollars (\$50). If an employee receives a highly effective rating he/she will receive one-hundred dollars (\$100).

SCHEDULE B
COACHING POSITIONS

Varsity Football	\$3770
Varsity Basketball	\$3770
Junior Varsity Basketball	\$2267
Middle School Basketball	\$1517
**basketball is paid per team - boys and girls separate	
Varsity Volleyball	\$3770
Middle School Volleyball	\$1517
Varsity Wrestling	\$3770
Varsity Soccer	\$3770
Middle School Soccer	\$1517
**soccer is paid per team - boys and girls separate	
Varsity Track (boys and girls combined)	\$3770
Middle School Track (combined)	\$1517
Varsity Baseball	\$3770
Varsity Softball	\$3770
Varsity Cross Country (boys and girls combined)	\$3770
Cheerleading Sponsor (MS and HS)	\$1,517
If 2 coaches/sponsors share the work, the stipend is divided equally between the two	
Event worker for sporting events (lines, scoreboard, tickets, etc)	\$14.21/hour

ACADEMIC/OTHER ACTIVITIES

Senior Class Sponsor	\$3770
Junior Class Sponsor	\$1946
Sophomore Class Sponsor	\$800
Freshman Class Sponsor	\$800
Student Senate Advisor	\$1829 / year
National Honor/Jr Society	\$1903
Elementary National Honor Society	\$951.50
Instrumental Music	\$4412
Vocal Music	\$2211
Academic Challenge/Model UN Sponsor	\$1903
District School Improvement chairs (3 per superintendent approval)	\$1903/year
Science Olympiad	\$1903/year
Educational Coach	\$2,500/year
Bus Chaperone per trip/per hour	\$24.13
Drama Stipend - 2 plays per year	\$1000/play

- A. Upon the completion of the assignment, each teacher shall submit a written statement to the Athletic Director (as it pertains to coaching positions) or to the principal (as it pertains to academic/other activities), which includes 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 accepts 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. The District will participate in the Van Buren ISD Insurance Consortium, Board Cap on medical premiums (PAK A/PAK C/PAK D/PAK E), 100% of PAK B paid by Board. If a husband and wife are both members of this bargaining unit, one (1) will be eligible for Plan A and the other will be eligible for Plan B without the cash in lieu option.

District Plan A

Current MESSA insurance options and benefits as provided by MESSA each year

As of 2021, the options are as follows:

Option 1: MESSA Choices (9T)

In network deductible: \$500/\$1,000

OL/OV/SV Copay: \$20/\$20/\$20

UC/ER Copay: \$25/\$50

Rx Coverage: SRX Mail

Option 2: MESSA ABC Plan 1 (AF)

In network deductible: \$1,400/\$2,800

OL/OV/SV Copay: \$0/\$0/\$0

UC/ER Copay: \$0/\$0

Rx Coverage: ABC Mail

**100% coverage deductible, HSA available

Option 3: MESSA ABC Plan 1 (AJ)

In network deductible: \$1,400/\$2,800

Co-insurance: 10%

OL/OV/SV Copay: \$0/\$0/\$0

UC/ER Copay: \$0/\$0

Rx Coverage: ABC Mail

**100% coverage deductible, HSA available

Option 4: Essentials by MESSA (EB)

In network deductible: \$375/\$350

Co-insurance: 20%

OL/OV/SV Copay: \$10/\$25/\$50

UC/ER Copay: \$50/\$200

Rx Coverage: EbM

District Plan B

MESSA Dental – Class I 80%/80%/80% \$1,500 annual max; Class IV \$1,200 max

MESSA A Vision – VSP 3

MESSA life Insurance - \$20,000

MESSA AD&D - \$20,000
Max \$5,000

MESSA LTD Plan – 66-2/3%
90-day modified fill

AND \$350 per month toward the premiums of the following options OR cash in lieu:

Hospital Confinement Indemnity

Short Term Disability

Long Term Disability

Supplement Term Life

Survivor Income

Dependent Life

MEFSA Annuity

And/or

Pension Design Annuity

B.

Beginning July 1, 2014, the Board shall be limited to the statutory hard cap under Section 3 of the Publicly Funded Health Insurance Contribution Act (PA152) towards the total cost of the MESSA medical insurance health premium. Each year on January 1st, hard cap amounts allowable by PA152 shall be adjusted to match the total amount allowed.

1. These annual employer paid amounts, per the provisions of PA 152 of 2011, shall be increased based on the inflationary adjustments that are added per said Public Act. Adjustments to the amount paid will be applied January 1 of each year.
2. Any amounts above the hard cap shall be deducted pre-tax dollars via payroll deduction.

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. The employee must continue to make the employee contribution toward health insurance premiums, if any, to continue receiving health insurance benefits.
- (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).

D. An employee who receives Plan B insurance, must provide a written statement to the Board, indicating that the employee is receiving health insurance benefits from their spouse in lieu of the District's health insurance offering.

SCHEDULE D
SCHOOL CALENDAR

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. The administration agrees to try and publish this calendar no later than July 1st prior to the upcoming school year.

Calendar is based on 180 total student days per year and 5 total professional development 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>
-----------------	-------------------	-------------------------	-------------------

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 _____

D. Position of Principal _____

Signature of Grievant Date

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 _____