

Public Employee Relations Contract
Coopersville Area Public Schools
&
Coopersville Education Association

Effective through August 10, 2013

Table of Contents

Agreement..... 3
Preamble 3
1.0 – Recognition 3
2.0 – Association, Teachers, and Board Rights..... 4
3.0 – Professional Compensation 5
4.0 – School Year, Weeks, Days and Hours..... 9
5.0 – Teaching Loads and Assignments..... 10
6.0 – Teaching Conditions 11
7.0 – Transfers 13
8.0 – Vacancies..... 13
9.0 – Leave Policy 14
10.0 – Ancillary Staff Evaluation 17
11.0 – Protection of Teachers..... 18
12.0 – Reduction of Staff..... 18
13.0 – Negotiations Procedure 20
14.0 – Grievance Procedures 20
15.0 – Early Retirement Incentive..... 23
16.0 – Agreements Contrary to Law 24
17.0 – Promulgation 24
18.0 – Miscellaneous 25
Schedule A – Salary Schedules..... 26
Schedule B – Extracurricular Assignments..... 28
Schedule C – Benefits..... 30
Calendars..... 33
Ancillary Staff Member Evaluation 36
Letters of Agreement..... 44

Agreement

An agreement effective the first day of September 2011, by and between the Board of Education of the Coopersville Area Public Schools, hereinafter referred to as the "Board" or "Employer" and the Coopersville Education Association, MEA-NEA, hereinafter referred to as the "Association". This agreement supersedes any and all outstanding Letters of Understanding.

Preamble

The Coopersville Area Public Schools' Board of Education and the Coopersville Education Association Incorporated are jointly interested in a viable educational program, recognize personnel relations affect such a program, and acknowledge that personnel relations are guided by Act 379 of the Public Acts of 1965.

Therefore, the Coopersville Area Public Schools' Board of Education, hereafter called "Board", and the Coopersville Education Association Incorporated, hereafter called "Association", have entered into and conducted extended and good faith negotiations on all pertinent topics and agree to the following as a contractual agreement until 12:00 p.m. August 10, 2013.

1.0 – Recognition

Section 1.1 Collective Bargaining Unit. The Board hereby recognizes the Association as the exclusive collective bargaining representative of all employees in the following described collective bargaining unit:

All professional and/or certified personnel employed by the Coopersville Area Public Schools such as classroom teachers, librarians, counselors, special education teachers, therapists and diagnosticians, consultants working with pupils, school psychologists and school social workers, but excluding all executive, administrative and supervisory employees, such as superintendents, assistant superintendents, principals, assistant principals, all directors and department heads whose primary duty is supervisory and/or administrative, teachers' aides, hourly paid teachers employed in community/adult education, all substitutes and all other employees.

Section 1.2 Teacher Defined. The term "teacher", when used hereinafter in this Agreement, unless otherwise stated, shall refer to all personnel represented by the Association in the bargaining unit as defined above.

Section 1.2A. Ancillary Staff Defined. The term "ancillary staff", when used hereinafter in this Agreement, unless otherwise stated, shall refer to all bargaining unit personnel whose employment is not regulated by the Michigan Teachers' Tenure Act, MCL 38.71 et seq, as amended, and includes but is not limited to, personnel who do not possess valid Michigan teaching certificates, and personnel who possess valid Michigan teaching certificates and are assigned to positions for which a valid Michigan teaching certificate is not required. Examples include but are not limited to school psychologists and school social workers.

Section 1.3 Board Defined. The term "Board", when used hereinafter in this Agreement, unless otherwise stated, shall refer to the Board or designee which shall be in most circumstances the Superintendent or his/her designee.

Section 1.4 Prohibitive Bargaining. The Board agrees not to negotiate with any other labor organization other than the Association with respect to employees included in the recognized collective bargaining unit for the duration of this Agreement.

Section 1.5 Legal Rights. Nothing contained herein shall be construed to deny or restrict to any teachers, the Association, or the Board, rights he/she or they may have under any state or federal laws or regulations.

2.0 – Association, Teachers, and Board Rights

Section 2.1 Association Rights.

2.11 School Facilities. For two hours following termination of the scheduled work day, the Association shall have the right to reasonable use of school facilities and equipment, and to materials and supplies at reasonable cost; after such period it shall have the use the same as any other community organization as long as the Association shall not be on strike.

2.12 Mail Service. Campus mail service and staff lounge bulletin board space shall be available for matters relating to official Association business, which identifies the Association or its representative as author or distributor.

2.13 Association Access. The Association may authorize Representatives who shall be able to conduct official business on Board property at times which do not interfere with the student contact times of bargaining unit members. In addition, the Association may authorize representatives not employed by CAPS who shall be able to conduct official business on Board property at reasonable times providing they make their presence known at building administrative offices and do not interfere with normal school operations. In the event any authorized representative fails to comply with the aforementioned restrictions, the administrator may at his/her discretion remove the representative's rights accorded under this paragraph for no longer than one week for his/her building.

2.14 Association Information. Association representatives shall have access, in response to reasonable requests and at reasonable times, to information concerning the financial resources of the district; budgetary requirements and allocations, and such other information as will assist the Association.

2.15 Agency Shop. All members of the bargaining unit as defined in Section 1.1, on or before the first pay day of the school year, beginning of employment, or the execution of the collective bargaining agreement, whichever is later, as a condition of employment or of continued employment shall either:

2.15(a) Pay, or authorize by payroll deductions to be paid, to the Association the membership dues as certified by the Association on or before the first payday of each school year; OR

2.15(b) Pay, or authorize by payroll deductions to be paid, to the Association a representation fee according to applicable rules and regulations.

2.15(c) If payroll deductions of dues or representation fee is authorized, the deductions shall be made from the 2nd through 21st pay period of the school year based on an annual authorization by the teachers which must be executed and transmitted by the first pay day of the school year in order to participate in payroll deductions. Persons not electing payroll deductions shall pay the dues or representation fee not later than October 15th of the current school year or 30 days after the beginning of employment, whichever is later.

2.15(d) 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. The Association agrees to assume the legal defense of any suit or action brought against the Board and/or Board members as individuals regarding Section 2.15, subparagraphs 2.15(b) and 2.15(d). The Association further agrees to indemnify the Board for any costs,

judgments or expenses which may be assessed against the School, the Board and/or Board members as individuals as a result of said suit or action provided that: (1) the Association has the right to decide whether or not to appeal the decision of any court or other tribunal and (2) the Association with the concurrence of the Board has the right to choose the legal counsel to defend any said suit or action and (3) the Association shall have the right to compromise or to settle any claim made against the School, the Board and/or Board members as individuals.

2.15(e) Pursuant to Chicago Teacher's Union v. Hudson, 106 S CT 1066 (1986), the Association has established a "Policy-Ideological Expenditures." That policy, and the Administrative Procedures (including the timetable for payment) pursuant thereto, applies only to non-Association 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 section shall be subject to the grievance procedure set forth in this Agreement, or any other administrative or judicial procedure.

Due to certain requirements established in recent court decisions, the parties acknowledge that the amount of the fee charged to non-members along with other required information may not be available and transmitted to non-members until after the school year has begun. Consequently, the parties agree that the procedures in this section relating to the payment or non-payment of the Representation Fee by non-members shall be activated thirty (30) days following the Association's notification to non-members of the fee for that given school year. Any payroll deduction of the Representation Fee by non-members which commences after the beginning of the school year shall be appropriately pro-rated to complete payment by the following June.

2.16 Association Leave. On advance notification of not less than forty-eight (48) hours, as many as three teachers at any one time may be certified as Association representatives and shall be granted leave to conduct official Association business. Up to fifteen (15) fully paid days per school year shall be allowed for this purpose. The total number of days used by the Association representatives shall not exceed fifteen (15) days per school year.

Section 2.2 Teacher Rights. The Board and the Association agree to abide by Act 379 of the Public Acts of Michigan for 1965 and to all the amendments thereto and to all the applicable laws and statutes pertaining to teachers' rights and responsibilities. They further agree that they will not directly or indirectly discourage or deprive or coerce any teachers in the enjoyment of rights granted to him/her under the laws.

Section 2.3 Board Rights. It is agreed that all rights, which ordinarily vest in and have been exercised by the Board, including those established under the Michigan School laws or any other State or Federal laws or regulations, shall continue to vest exclusively in and be exercised exclusively by the Board.

3.0 – Professional Compensation

Section 3.1 Schedules. The salaries for employees covered by this Agreement are set forth in Schedule A. The additional compensation for extra duties are set forth in Schedule B. The insurance fringe benefits are set forth in Schedule C. The school calendar is set forth in Schedule D. Schedules A, B, C, and D are attached hereto and incorporated herein by reference. Schedules A and C are based upon employment and work for a full school year. Schedule B is based upon employment and completion of the duties for the extra assignment. An employee who works less than a full school year or less than a full day's schedule shall receive an appropriately pro-rated salary determined by the days actually worked compared to the number of days required for a full school year.

3.11 Instrumental and Vocal Music teachers. It is mutually recognized that because of the unique character of the instrumental and vocal music positions, extra hours and responsibilities are necessary beyond those of the normal classroom position for a quality program. Since it is

extremely difficult to delineate where normal classroom requirements end and where extra duties begin, and since some performing activities would seem to be a normal outgrowth of regular classroom activity; it is hereby agreed to additional compensation beyond the normal salary step for the 9th through 12th grade instrumental music teachers at 9%, the 7th and 8th grade instrumental music teacher(s) at 6%, the 5th and 6th grade instrumental music teachers at 0.5% each, the Junior/Senior High vocal music teachers at 6%, and the elementary music teachers at 0.5%, of their Schedule A salary. If the vocal position is split between two individual teachers, the high school position shall be 4% and the junior high position shall be 2%. If the Music Department Head position of Schedule B is filled, the 9th through 12th Instrumental Music position shall be 8% and the 7th and 8th Instrumental Music position shall be 5%. It is mutually understood that all extra time and responsibilities are thus made part of the Schedule A position (excluding those specifically assigned to Schedule B) and are not subject to rejection by either the teacher or the Board.

3.12 Half-time teachers. All teachers assigned to half-time or more shall receive full fringe benefits unless they are voluntarily sharing a position. Such teachers will receive 50% of Schedule C - Plan A or 100% of Plan B. Part-time teachers may return to a full-time position upon notification to the Superintendent by the end of the first semester prior to the year in which full-time employment is desired if a position is available and would not result in a layoff of another teacher. All teachers who are eligible to receive full benefits shall be expected to attend all staff meetings, professional development activities, conferences, and other required functions.

3.13 Mentor/Mentee

3.13(a) A committee comprised of two members of the Administration and two members of the Association shall be responsible for determining the mentors each year.

3.13(b) A list of possible mentors shall be solicited by the Board through the annual faculty intent forms. In any year, the Board shall select three names of mentors for each mentee. The Board and the Association may eliminate no more than one name from the list. The Board shall appoint a mentor from the remaining list of candidates. In the event there are no bargaining unit members interested in filling a mentor position, the mentor may be appointed from outside the bargaining unit.

3.13(c) The mentor teachers within this bargaining unit shall be a tenured teacher, excluding positions not covered by the Tenure Act (i.e. speech pathologist, psychologist, social worker).

3.13(d) Participation as a mentor shall be voluntary.

3.13(e) Every effort will be made to match mentor teacher and mentees who work in the same building or have the same area of certification or work assignment (e.g. school social worker).

3.13(f) A mentee shall only be assigned to one (1) mentor at a time unless mutually agreed upon between the Administration and the Association.

3.13(g) For each school year, a mentor teacher shall be paid \$375 for their assistance to a mentee, with an additional \$25 to be paid to mentors of first-year teachers. Payment shall be paid at the end of each school year upon documented completion of all required documents. Such documentation must be submitted to the Superintendent no later than the last scheduled day of instruction.

3.13(h) During the 2011-12 school year, a committee consisting of two (2) CEA members and two (2) administrators will develop a new mentor/mentee program consistent with best practices, subject to approval by the CEA leadership team and the Board. The committee shall not have the authority to change the total amount to be paid to mentors, but may recommend that the payments be allocated differently. In addition, the committee may recommend that mentors have more than one mentee.

Section 3.2 Interpretation of the Salary Schedule A.

3.21 Certificate Column. A teacher shall be placed on the proper column of Salary Schedule A and receive an appropriately pro-rated salary adjustment upon receipt by the Board of official documentation showing completion of requisite semester hours, or equivalent, of degree, or of certificate. An appropriately pro-rated adjustment for column changes shall be made only at the beginning of a semester and shall be retroactive only when college certification is received not later than 30 calendar days after the beginning of that semester.

3.21(a) Level I - BA/BS Prov/Perm shall mean the completion of a Bachelor of Arts or a Bachelor of Science degree from an accredited college or university.

3.21(b) Level II - MA/MS Permanent Certificate shall mean the completion of a Master of Arts or Master of Science degree from an accredited college or university. It is understood that extra hours required for Permanent Certification (currently 18) shall count toward the fifteen (15) hours.

3.21(c) Level III - MA/MS+15 Permanent Certificate shall mean fifteen (15) semester hours or equivalent credit hours which are successfully completed from an accredited college or university after the completion of the MA/MS degree and the completion of the requirements for and the issuance of the college or university recommendation for a provisional certificate or its equivalent. It is understood that extra hours required for Permanent Certifications (currently 18) shall count toward the fifteen (15) hours.

3.21(d) Level IV - MA/MS + 30 Permanent Certificate shall mean thirty (30) semester hours or equivalent credit hours which are successfully completed from an accredited college or university after the completion of the MA/MS degree and the completion of the requirements for and the issuance of the college or university recommendation for a provisional certificate or its equivalent. This shall also include all teachers who had reached the Level V column in the previous contracts, and they shall be grandfathered on Level IV for as long as they are employed by the Coopersville Area Public Schools.

3.21(e) Continuing Certificate and Permanent Certificate are interchangeable terms which are in contrast to Provisional, Temporary, or Initial Certification.

3.22 Steps. Each salary step shall represent one full school year of employment with the Board. Advancement from one step to the next shall be automatic upon completion of a full school year of employment. For purposes of this paragraph only, a full school year is defined as one school year in which the employee works more than one-half of the number of calendared duty days in the school year or more than fifty percent (50%) of the hours scheduled for the position in which the employee works. Credit for experience prior to employment with the Board shall be given for each year satisfactorily completed up to a maximum of three (3) years. Teachers on layoff from the district shall be given credit for each satisfactorily completed year teaching elsewhere during such layoff up to a total of the same three (3) year maximum. Credit for experience in excess of three (3) years shall be at the Board's discretion. Credit shall be interpreted to mean public school experience.

3.22(a) For the 2011-12 school year, steps will not be granted. Teachers shall remain on the same step they were on during the 2010-11 school year. Normal step progression will resume for the following year with teachers moving one step at the beginning of the 2012-13 school year. The salary schedule for 2012-13 reflects the dollar equivalent of a one-half step increase, resulting in an additional step on the schedule.

3.23 Payment for Courses.

3.23(a) For teachers who have attained placement on Level IV, the Board shall pay course fees for up to three semester hours per year.

3.23(c) The District shall reimburse each teacher for all costs and/or fees assessed for the application, addition, renewal and/or reinstatement for up to two (2) teaching

certificates, permits, authorizations, endorsements, and/or approvals required by the Michigan Department of Education, the Intermediate School District, or other authorizing agency.

3.24 Pay Periods. The salary payment shall be biweekly on the basis of 21 pays or 26 pays at the teacher's discretion, beginning with the first pay period of the school year.

3.24(a) This provision shall only apply to teachers working a traditional school year.

3.24(b) Payroll deductions shall be permitted according to the options established by the business office for purposes of direct deposit, purchase of annuities and other tax deferred programs, purchase of retirement credit, charitable contributions and other purposes authorized by the Board. Direct deposit of payroll checks shall be to the institution(s) of the teacher's choosing.

3.24(c) It is understood the payment for Schedule B (Extra Duty Compensation) shall be made by payment of one-half (1/2) of the total amount at the start of the Schedule B activity and payment of one-half (1/2) of the total amount at the end of the Schedule B activity. The schedule for such payments for the coming school year shall be provided to the Association by August 15 each year.

3.24(d) It is acknowledged that occasionally there may need to be three (3) weeks between pay periods. In such a case, the administration shall notify all CEA members in writing at least three (3) months before such an adjustment will be made. Teachers may choose to receive their salary and Schedule B pay by payroll check, by direct deposit to a bank or credit union, or a combination of both, subject to Section 3.24 (e).

3.24(e) Beginning with the 2007-08 school year, all teachers must participate in the direct deposit option(s) for payroll checks in accordance with procedures established by the business office, unless waived by the superintendent.

3.25 Per Diem Rate. In the event of: (1) deductions for absences on calendared duty days not covered by approved leave or (2) additional compensation for employment beyond the calendared duty days, the following method shall be used to compute the per diem rate: total contractual Schedule A salary shall be divided by the sum of days of class attendance, orientation, in-service, grade reporting and legal holidays, which days are part of the school calendar or which occur during the period covered by the school calendar. Per diem rates shall be computed using the method as described above. Legal holidays shall be defined as per the Revised School Code. Such holidays are currently listed as New Year's Day, Memorial Day, Labor Day, Thanksgiving Day, the day immediately following Thanksgiving Day, and Christmas. This means that the Schedule A contract amount will be divided by the total teacher days plus the holidays. The result is a daily rate of pay.

3.26 Extended Employment Rates. The pay rates for employment beyond the calendared duty days up to a teacher's first duty day of the next school year shall be based on the salary of the previous school year at the percentage provided for in Schedule B, note "f". 'School year' shall be established with the calendar.

3.26(a) Vocational agriculture teachers shall be required to accept additional duty days of employment for additional duty days if offered by the Board to meet State Department of Education requirements for a vocationally certified program.

3.27 403(b) Payment. As further compensation for services rendered for the term of this agreement, the Board shall provide a board-paid contribution to each employee's 403(b) plan as follows. For the 2011-12 school year, the amount to be paid shall be one hundred dollars (\$100). For the 2012-13 school year, the amount to be paid shall be two hundred dollars (\$200). Employees must notify the district in writing of their preferred vendor by October 1st of each year or their payments for that year shall be forfeited. The contribution shall be paid, not later than March 1 in accordance with Board policy, to a company of the member's choice. The member

shall not have the option to receive the payment in cash. A teacher who is employed with an effective hire date after the first required work day of the school year, but before February 15, shall be entitled to an appropriately prorated 403(b) board-paid contribution. Teachers hired after September 15 and before February 15 must notify the district of their vendor choice within two weeks of their hire date or their prorated payments shall be forfeited.

4.0 – School Year, Weeks, Days and Hours

Section 4.1 On-Campus Hours It is recognized that as professionals, teachers work many hours in addition to the time spent in student contact or at school. Normal on-campus hours shall be established by each building principal and shall not exceed seven (7) hours and four (4) minutes per day, including lunch period. In addition, the supervising principal shall be able to require a teacher's presence at reasonable times to meet with parents, including parent-teacher conferences and staff meetings. All faculty members are encouraged to participate fully in extra curricular activities such as curriculum committees, school improvement teams, and other school and district initiatives. It is mutually understood that not all grades, buildings, departments or teachers need to work the identical periods during a given day or week.

4.11 Lunch Period. All teachers shall have a continuous thirty (30) minute lunch period free from assigned duties except as mutually arranged between the teachers and the administration.

4.12 Staff Meetings Beyond Regular Work Day. Two staff meetings, at which attendance of teachers is required, may be scheduled monthly and shall not exceed more than one hour beyond the regular work day, as defined above. Any staff meetings canceled may be re-scheduled with two (2) weeks notice. Upon mutual agreement between the principal(s) and the faculty involved, the frequency and the length of meetings may be changed.

4.13 Parent-Teacher Conferences. Each teacher shall be required to participate fully in parent/teacher conferences in the spring and fall. Conferences shall be of sufficient duration and scheduled at dates and times to maximize attendance by parents. It is agreed that schedules may vary from building to building. Teachers who miss conferences for any reason shall make up missed conferences and shall have provided adequate prior notice to all affected parents. All teachers shall be required to communicate regularly with parents of students (or the students themselves in case of adult or emancipated students) who are in jeopardy of failing a class, marking period, grade, or other failure.

4.14 For the 2011-12 school year, two district inservices, to be held immediately following the teacher duty day, not to exceed one and one-half hours in length, may be scheduled. The inservices may be scheduled separately for elementary and secondary teaching staff and the content of the inservices may vary between elementary and secondary.

4.15 Beginning in 2012-13, seven (7) one-hour mandatory meetings may be scheduled for the purpose of Professional Learning Community (PLC) meetings. Teachers will receive a one hundred dollar (\$100) stipend for attending all meetings, with a penalty of twenty five dollars (\$25) assessed for each meeting not attended, unless the teacher was absent using an accrued leave day.

4.16 In the 2011-12 school year only, each teacher shall be required to attend three additional days of professional development training to be scheduled in June 2012, following the regularly scheduled teacher duty days. A stipend of five hundred sixty-three dollars (\$563) shall be paid for participation in the three days of training. Although mandated training, teachers may opt out of the training, without payment of the stipend, by using three accrued leave days.

Section 4.2 Staff Meetings During School Day. It is agreed that faculty meetings and reporting pupil progress, including parent-teacher conferences, are a part of the normal instruction duties of a teacher during the school day. However, scheduled days of parent-teacher conferences shall be included as part of the school calendar.

Section 4.3 School Closings. When in the judgment of the administrative officials authorized to make such decisions, school shall not be opened or school is closed on regularly calendared duty days, no teacher shall have to report for duty, and there shall be no diminution of pay. In the event a teacher has received approval for a necessity leave day and school is canceled, the day shall not be deducted from the teacher's accrued leave.

Section 4.4 Calendared Duty Days. Should it become necessary, due to school cancellations or state and federal legislation, to add hours/days to the school calendar to qualify for full state aid, all such hours/days shall be added to the normal school calendar at no additional compensation unless said legislation provides additional funding specifically for said days and hours. In that event, the Association and the Board shall bargain compensation for the additional days and hours. The schedule for all such hours/days shall be mutually agreed upon between the Board and the Association.

5.0 – Teaching Loads and Assignments

Section 5.1 Preparation Period. Teachers shall have the equivalent of one conference/preparation period per day of not less than 50 minutes. Teachers who are assigned a split schedule shall receive the prorated equivalent. Such planning time shall be scheduled during the regular student day. Preparation periods shall normally be assigned in unbroken blocks of time, however, the preparation periods may be broken into not less than two small blocks of time as needed or when mutually agreeable between the teachers and his/her immediate supervisor provided such agreement does not impact any other teacher or program. Preparation time in excess of the minimum amount of time may be granted to individuals, teams, departments or buildings as the Board deems fit.

Section 5.2 Purchase of Preparation Period. Whenever it is necessary to increase a teacher's work load by regularly scheduling a class during the conference/preparation period, that teacher shall be paid a sum in addition to the regular Schedule A. The amount of additional compensation shall be calculated by multiplying the teacher's base salary (Schedule A) by 14% times the percentage of the school year the teacher works the conference/preparation period. Purchase of the conference/preparation period shall result in the teacher providing an equivalent period of time for conference/preparation beyond the regular teacher work day (an extension of the teacher's work day by the amount of time of the conference/preparation period).

Section 5.3 Substituting. No regularly assigned teacher shall be used as a substitute without his/her consent.

Section 5.4 Additional Duty Assignments. Additional duty assignments, whether Schedule B or not, shall be voluntary and shared between or distributed among teachers as equitably as possible.

Section 5.5 Assignment of Extra Duty Assignments. Any additional duty assignment, whether Schedule B or not, may be filled or left vacant at the Board's discretion. If the Board determines an additional duty assignment should be filled and there are no volunteers from within the bargaining unit who have the capacity or qualifications to fill the assignment, the Board may fill the position in a manner as determined by the Board. Any person outside the bargaining unit filling an extra duty assignment shall be on a two-year probation period during which time the extra duty assignment shall be posted annually. At the conclusion of the two-year probation period, in the absence of unsatisfactory evaluations, the extra duty assignment shall be considered filled and shall not require annual posting unless or until the non-bargaining unit member receives an unsatisfactory evaluation, resigns, or otherwise vacates the position.

Section 5.6 Lesson Plans. Each teacher shall maintain a minimum of monthly written lesson plans which indicate course objectives and types of activities for that period of time (i.e., written goals and objectives) and which are to be prepared by the 25th of the preceding month. Further, teachers shall maintain weekly written lesson plans indicating assignments and methods to be used. It is understood that the weekly plans will diminish during the course of the week. Weekly lesson plans shall be available at all times in the building, and shall be completed by the last school day of the week prior to the week for which the plans are written.

5.61 The weekly lesson plans shall be in a form, which a principal could interpret to a substitute. As an alternative for use by a substitute, there may be made available an alternative set of three-

day lesson plans related to course objectives but which could be introduced into the class curriculum at any point.

5.62 All lesson plans are to be the property of the Board.

Section 5.7 Curriculum Development. Teacher participation in curriculum development is an important function and a professional responsibility. The teachers and administration shall work cooperatively on curriculum development.

Section 5.8 Paraprofessionals. If a paraprofessional is assigned, he/she shall operate under the direction of that teacher. The teacher may provide a written evaluation of the paraprofessional if requested by the Administration.

Section 5.9 Number of Preparations. The School District shall make every attempt to limit the number of preparations a teacher shall have in any given semester. The number of preparations shall be distributed as equitably as possible within a discipline. Teachers teaching in multiple disciplines shall have no more than four preparations unless prior agreement is made with the individual teacher and the Association.

6.0 – Teaching Conditions

Section 6.1 Class Standards. The parties recognize the availability of optimum school facilities for both students and teachers is desirable to insure the high quality of education that is the goal of both the Association and the Board. It is also acknowledged that the primary duty and responsibility of the teachers is to teach and that the organization of the school and the school day should be directed toward insuring that the energy of the teacher is primarily utilized to this end.

6.11 The Board and Association recognize the relation of physical facilities, class load and teacher duties to the effectiveness of the education program and agree:

6.11(a) to strive for physical facilities that meet current education and safety standards;

6.11(b) to equalize the class loads of teachers in comparable areas to the extent practicable, recognizing practices of flexible scheduling such as transitional, resource room concepts and gifted and talented.

6.11(c) to consider only those pupils who are expected to be enrolled for at least one full semester in determining class size of pupil/teacher ratios;

6.11(d) to facilitate planning, an increase or decrease in the number of classes will take place at approximately the change of semesters, but only if the numbers or ratios change before the end of February.

6.12 Pupil/Teacher Ratio.

The parties recognize that class size and pupil-teacher ratios are important considerations for the instruction and efficient operation of the district. It is the intent of the Board and the Association to maintain an optimal learning environment for all groups of children; in the event a class size exceeds its maximum, a shared decision making process between the building principal(s) and the faculty may determine a remedy subject to approval by the Association and the Board. The following class sizes, per session, are agreed to:

- | | | |
|----|---------|----|
| a. | K, 1, 2 | 20 |
| b. | 3, 4, 5 | 25 |
| c. | 6-12 | 30 |

When class sizes exceed 25 for Grades K-2, and 30 for Grades 3-12, the Association and Superintendent or designee will meet to seek an appropriate remedy. Remedies may include additional supplies, materials, supplemental materials, carpeting, paraprofessional assistance, or a reduction in class size. When class sizes exceed the maximum of 30 and additional teaching

staff is not hired to reduce class size to the contractual limit, the district shall compensate the classroom teacher with an overload payment for each student in excess of 30. The Board shall have a grace period, from the first day of the overload, of not less than four weeks to resolve class size issues; however, should the class sizes remain over the stated class size maximums after the grace period, overload payments, if any, shall be payable from the first day of the overload.

Teachers who voluntarily accept an overload shall also receive the overload payment or other remedy noted above. Overload payments shall be calculated at the rate of \$5.00 per day per overload student to be paid to the elementary teachers plus \$0.50 per day to be divided equally among elementary specials teachers who are assigned to elementary specials more than 50% of their assignment. Secondary teachers shall receive an equivalent per class period prorated amount equivalent to \$5.50 per day per overload student for secondary teachers. Overload payments will be made as soon as reasonably possible after the last day of instruction in the semester. If requested, teachers shall complete an overload payment request form and return it to their building administrator no later than the last scheduled teacher work day of the semester. This section shall not apply to traditionally large group instruction classes, i.e. the migrant program, band, choir, and physical education.

Section 6.2 School and District Planning Processes/NCLB

6.21 The provisions contained in this section shall apply to all school or district planning processes that directly affect the working conditions of Association members.

6.22 In the event that school or district planning processes or the application thereof violates the collective bargaining agreement, the collective bargaining agreement shall prevail unless the Board and the Association agree to waive the affected section(s) of the collective bargaining agreement.

6.23 Any provision(s) of a school or district planning process or application thereof affecting wages, hours and/or other terms and conditions of employment, in violation of the collective bargaining agreement, must have the approval of the Association prior to being implemented.

6.24 Both parties agree that a collaborative approach to school and district planning is desirable. Therefore, at the request of either party, both parties agree to meet and discuss the implementation and provisions of state and federal laws, if not otherwise addressed in this Agreement.

Section 6.3 Teacher Participation. The Association agrees that the educational process would benefit from teacher participation in the affairs of the various organizations within this school district.

Section 6.4 Teachers' Facilities. The Board shall continue to provide adult restrooms, lunch rooms and work areas separate from those used by students.

Section 6.5 Special Education The Administration will provide all affected bargaining unit members access to IEP information within parameters of confidentiality.

Section 6.6 Health and Safety. The Board and the Association recognize that the health and safety of students and staff is a shared responsibility. Therefore, both parties agree to maintain an open dialogue when any concerns about health and safety arise.

6.61 Student Health Services The Board and the Association recognize that requiring an untrained or hesitant employee to perform student health services is not desirable. Accordingly, the parties agree that, should problems arise regarding the provision of such services by any teacher, they will promptly confer in an effort to resolve such problems.

6.62 Safety Conditions When a room, building or area is judged by authorized, qualified personnel, as determined by the Board, because of its conditions, to create a health or safety hazard, the Board shall take action to correct the hazard. Teachers shall report, in writing, all suspected instances of such hazard to the building administrator with a description of the

potential hazard the condition poses.

Section 6.7 Internet/Intranet

6.71 Acceptable Use Committee. If the parties agree to form an Internet/Intranet Acceptable Use Committee, there will be Association and Administration representation.

6.72 Liability for Student Acts. The parties agree that bargaining unit members who exercise reasonable precautions, as defined by the Board, will be released from liability to the extent allowed by law and will not be disciplined for inappropriate acts committed by students with regard to Internet/Intranet use, including, but not limited to, information retrieved from the Internet by students in violation of Board policy, federal, state, or local law; a student's inappropriate use of electronic mail communication in violation of Board policy or any federal, state, or local law; and a student's design of a Web site in violation of Board policy or any federal, state, or local law.

6.73 Privacy. The parties recognize that there is no legitimate expectation of privacy in electronic mail communications.

7.0 – Transfers

Section 7.1 Definition of Transfer. The word "transfer" shall mean change from existing or original assignment to a different:

7.11 Building assignment.

7.12 Grade Level assignment in grades K-5.

7.13 Subject area assignment.

7.14 Non-classroom assignment such as librarian, guidance counselor, itinerant personnel, etc.

7.15 Special Education assignment.

Section 7.2(a) Involuntary Transfers. Teachers shall be informed by the Superintendent prior to involuntary transfers or assignments within the system, and the reasons for such transfer shall be given in writing upon request. If the transfer is not voluntary, the teacher shall be granted a personal interview with the Superintendent or his/her representatives and shall have an opportunity to discuss the transfer and the reason such is required.

Section 7.2(b). Timeline. No such transfers of ancillary staff shall take place after August 15th of the affected school year.

Section 7.2(c). Not applicable. This section (7.2) shall not apply to transfers made as a result of Section 12.3 Layoff or to transfers required as a result of the implementation of state or federal laws.

Section 7.3 Voluntary Transfers. Ancillary staff may voluntarily agree to exchange positions for which they are certified. Any such exchange shall be for a specified length of time and mutually agreed upon among the ancillary staff, their building administrator(s), and the Superintendent. Ancillary staff shall return to their original position after the specified length of time has expired.

Section 7.4 State and Federal Laws. Nothing in Section 7.0 Transfers shall be construed as to relieve any teacher of their obligations to maintain certifications or staff development obligations required under state and federal laws and this Agreement.

8.0 – Vacancies

Section 8.1 Definition of Temporary Vacancy. Any temporary vacancy shall mean a bargaining unit position held by a teacher on a leave of absence. The Board shall not be required to post temporary vacancies.

Section 8.2 Permanent Vacancy. Any permanent vacancy within the bargaining unit shall be posted in each building and transmitted to the Association in writing. No permanent vacancy shall be filled for at

least five (5) (ten (10) during summer break) duty days after posting. Any teacher who is interested in the posted position may apply in writing to the Superintendent within the five (5) (ten (10) during summer break) day posting period. The district may post vacancies in the spring of each year in anticipation of possible openings for the following school year. Such postings may indicate a range of grade levels and/or subject areas and shall be considered sufficient notice of any resultant vacancies arising from filling such posted vacancies if such resultant vacancies are in the same grade levels, buildings, and/or subject areas. It shall not be necessary to create multiple postings for identical positions, even when more than one identical vacancy is to be filled. Teachers who may be interested in changing positions for the following fall shall notify the Administration in writing no later than April 30 each year indicating the grade level(s) and/or subject areas for which they wish to be considered. Such notification shall be considered as a formal notice of interest in any subsequent vacancies or postings for positions for which the teacher has indicated a preference for the following school year. The administration must consider such requests from ancillary staff prior to filling the vacant position(s) and any and all subsequent vacant position(s) for the following fall.

Section 8.3 Filling Permanent Ancillary Staff Vacancy. In filling the permanent vacancy of an ancillary staff position, the Board agrees to give first consideration to present staff members and to give due consideration to the professional background, qualifications, length of service and other relevant factors of all applicants.

Section 8.4 Temporary Filling of Ancillary Staff Vacancy. The Association recognizes that when any permanent vacancy occurs during the school year, it may be difficult to fill the position from applicants within the bargaining unit without undue disruption to the existing instructional program. If the Superintendent determines that the permanent vacancy should be filled on a temporary basis until the end of the current school year, he/she may do so.

Section 8.5 Notification of Resignation. Resignations shall be in accordance with Section 38.111 of Tenure Act.

Section 8.6 Ancillary Staff Assignments. By July 20 of each year, a tentative schedule of ancillary staff assignments, including class loads where possible, shall be forwarded to the Association. An up-dated schedule shall be transmitted by the following August 15.

Section 8.7 Extra Duty Assignments. Extra duty assignments as defined in Sections 5.5 and 5.6 shall be at the discretion of the Board and shall not invoke tenure in the extra duty assignments irrespective of the number of years such annual appointments have been continued. To assist in planning, the Board shall notify an employee by July 20 that the extra duty assignment shall not be made for the following school year.

9.0 – Leave Policy

Section 9.1 Leave With Pay.

9.11 Accrued Days. Each teacher shall be granted fifteen (15) leave days at the start of each school year or pro-rated at 1.5 days per month for teachers starting after October 1 of any given year. Leave days shall not accrue while a teacher is on leave under any provision of this section. All leave and accumulated accrued leave days shall discontinue upon termination of employment.

9.11(a) Unused Accrued Leave. Unused accrued leave shall have unlimited accumulation. Worker's Disability Compensation and any other salary continuation plan for which the Board makes payment shall be an offset to any accrued leave payments. Upon Michigan Public School Employees Retirement System retirement, the Board shall compensate the teacher for all unused accrued days at the following rates: \$10.00 per day for each day when leave days total between 0 and 99, \$20.00 per day for each day when leave days total between 100-149, \$30.00 per day for each day when leave days total between 150-199, \$40.00 per day for each day when leave days total between 200-249 and \$50.00 per day for each day when leave days total 250 or more.

9.12 Illness, Injury or Bereavement Leave. Accrued leave may be used for illness, injury or bereavement.

9.13 Temporary Disability Leave. Accrued leave days up to maximum accumulated may be used to cover absence caused by physical or mental disability or pregnancy not covered by the long term disability provision. However, any other supplemental income derived from a Board subsidized plan as a result of such disability shall be an off-set to any payments under this section. A teacher incurring a physical or mental disability or pregnancy which may affect his/her work or whose work may be adversely affected by his/her health must immediately advise the Board in writing and must provide medical certification substantiating the disability and/or certifying the teacher's ability to continue working. Failure to provide such medical certification shall be considered an automatic waiver of known liability. Period of leave shall be only during calendared teacher duty days, shall be as determined by the Board based on medical certification and leave shall terminate not later than June 15 of the school year during which leave commenced.

9.13(a) Disability leave days shall be used only for days certified by a doctor that a teacher is disabled and then only to the extent that a teacher has accumulated accrued leave days.

9.13(b) Reasonable suspicion of the existence of a physical or mental disability shall be sufficient grounds for the Board to order a physical or mental examination at the Board's expense by an appropriate qualified doctor and upon the recommendation of the doctor to invoke involuntary disability leave commencing and terminating as provided by medical certification and as indicated in Section 9.13.

9.13(c) The Board may order a physical or mental examination at the employer's expense by an appropriate qualified doctor of a teacher on disability leave if there exists a reasonable suspicion that no medical or mental disability continues to prohibit the teacher from returning to work, even if such work is with medical limitations acceptable to the Board.

9.14 Necessity Leave. Accrued leave of two (2) days per year may be used for personal reasons as determined solely by the teacher, but may be restricted immediately before or after a holiday/vacation period, on professional development days, conferences days, the first day of school for students, and the last day of school for students. The cost of a substitute shall be borne by the Board.

Section 9.2 Professional Leave Days. Each teacher may, on approval from the Board, be allowed a maximum of two (2) days per year of salary covered leave for professional improvement providing such professional improvement is of a nature which the administration certifies as being directly related to a matter of school concern and a substitute teacher is available to cover classes. The teacher taking such leave shall submit a written request in advance including estimated cost and have prior administrative approval before taking the leave; the School District shall pay for actual expenses not to exceed prior approved estimate of cost and provide for a substitute teacher; the teacher shall provide a summary of how the subject of the professional improvement experience can be directly related to Coopersville Area Public Schools.

Section 9.3 Sabbatical Leave. Sabbatical Leave may be granted at the prevailing salary schedule by the Board under conditions provided in the general school laws. (See School Code 380.1235) Any Board, after a teacher has been employed at least seven (7) consecutive years by said Board and at the end of each additional period of seven (7) or more consecutive years of employment, may grant said teacher a sabbatical leave for professional improvement for not to exceed two (2) semesters at any one time, provided, that the teacher holds a permanent or life certificate, or is engaged in teaching in a college maintained by the Board. During said sabbatical leave, the teacher shall be considered to be in the employ of the said Board, shall have a contract, and may be paid compensation as provided in the rules and regulations of said Board, provided, however, that said Board shall not be held liable for death or injuries sustained by any teacher while on sabbatical leave.

Section 9.4 Court Appearances

9.41 Jury Duty. A teacher called for jury duty shall be compensated for the difference between the regular teaching pay and any compensation received for the performance of such obligation.

9.42 School Related Court Appearances. A teacher subpoenaed for matters arising from his or her employment with the District shall be released from their duties as required, provided that the proper leave forms have been completed in a timely fashion.

9.43 Non School Related Court Appearances. A teacher subpoenaed for any other matters shall be allowed the use of accrued leave time providing the teacher has accumulated sufficient accrued leave, and has completed the proper leave forms in a timely fashion. Teachers shall exhaust their necessity leave days as defined in Section 9.14 prior to requesting leave under this section.

Section 9.5 Leave Without Pay.

9.51 Self Improvement Leave. Leave of absence without pay for a period not to exceed one year for self improvement, including graduate study or travel, which has been approved by the Board and which is consistent with educational growth of the teacher in his/her field may be granted at the teacher's written request.

9.52 Military Duty. A written request for a leave of absence without pay shall be granted to any teacher who shall be inducted or shall be called to active military duty in any branch of the armed forces of the United States. Leave shall terminate upon any voluntary extension of the tour of duty. "Length of employment" or "seniority" shall not accrue during such leave nor shall the period of absence be used in determining step placement on the salary schedule under Section 3.22.

9.53 Leave Incentive. Each semester before December 1st or June 1st, any teacher with ten (10) years experience in the Coopersville Area Public School system may apply for a one (1) year leave under this section to start with the beginning of the next semester. No reason for such request need be stated, but leave shall be granted conditional on a replacement teacher being available. No more than three (3) teachers shall be on leave under this provision at any one time. If more than three (3) teachers apply for such leave for a given year, the three (3) most senior teachers shall qualify for the leave. Leave under this provision shall be granted only once to a teacher.

9.54 Extended Leave. Any teacher on a temporary disability leave shall be able to take a leave of absence if he/she so desires provided that written notification is given at the beginning of the disability leave. The leave shall be terminated by the Board at the request of the teacher. Any teacher on a temporary disability leave shall be granted unpaid leave for the duration of the disability.

9.55 Accumulated Leave Days. Leave days accumulated prior to a leave under this section hereof shall be held for said employee until completion of leave under this section at which time those days shall be re-credited to the employee.

9.56 Adoptive Parenting. Any teacher who shall certify the reception of an adopted child may take leave of up to the remainder of that school year. Notification of intent to adopt shall be made in writing prior to the beginning of that school year.

Section 9.6 Leave With or Without Pay.

9.61 Other Leave Under Ten Days. Any teacher desiring a leave for up to ten (10) working days for any reason not mentioned in this section shall apply in writing to the Board identifying the period of proposed leave and the necessity thereof. Approval shall be discretionary with the Board based upon the best interests of the school district and shall indicate whether or not the leave shall be with or without pay and/or with or without being charged to accrued leave.

9.62 Other Leave in Excess of Ten Days. Any teacher desiring leave for longer than ten (10) working days for any reason not mentioned in this section shall apply in writing to the Board

identifying the period of proposed leave and the necessity thereof. Approval shall be discretionary with the Board and shall indicate whether the leave shall be with or without pay, whether or not it shall be charged against accrued leave, whether or not time off shall result in loss of the year for salary step computation. Return to work following leave shall be dependent upon existence of an opening for which the teacher is certified and qualified unless guarantee of a position is part of the conditions of the leave.

9.63 Family Medical Leave Act (FMLA) In all respects, qualifying leaves of absence under 9.13 of this article shall be administered and provided for in a manner consistent with the FMLA of 1993 and its published regulations when an FMLA leave is requested by the employee.

9.64 Accumulated Leave Days. Leave days accumulated prior to a leave shall be held for said employee until completion of leave under this section at which time those days shall be re-credited to the employee.

10.0 – Ancillary Staff Evaluation

Section 10.1 Work Performance. All observing of the work performance of ancillary staff shall be conducted openly and with full knowledge of the ancillary staff. Ancillary staff work performance outside of the classroom during the work day or other times when carrying out professional responsibilities may also be subject to evaluation. The performance of ancillary staff shall be evaluated in writing by the principal or other educationally certificated administrator designated by the Superintendent. Ancillary staff may request an evaluation from a different supervisor and/or an additional evaluation. The ancillary staff shall be given a copy of any evaluation report prepared by the immediate supervisor, and opportunity for discussion of such report shall be held within five (5) duty days after the report has been prepared. In the event the ancillary staff feels the evaluation was incomplete or inaccurate, he/she shall put objections in writing within ten (10) duty days following receipt of the copy and such objections shall be attached to the evaluation report to be placed in his/her personnel file.

10.11 Specificity of Deficiency. If an evaluation indicates any area of deficiency, that deficiency shall be specified and suggestions shall be made to correct the deficiency. The evaluator and other staff members shall be available to assist the ancillary staff in correcting the deficiency. In subsequent reports, failure to note a prior deficiency shall be interpreted to mean that adequate improvement has taken place unless otherwise noted.

10.12 Final Evaluation. The evaluator shall complete Schedule E which will serve as the summative evaluation instrument. The evaluator shall indicate on Schedule E whether the ancillary staff's performance for the year is satisfactory. The evaluation must be completed by April 1 unless areas of deficiency have been noted on the observation form, in which case the deadline for completion of Schedule E shall be June 1. Failure of the administration to meet the deadlines shall be deemed as granting the ancillary staff a satisfactory rating on Schedule E.

10.13 Completion of Evaluation. Each evaluation shall be considered to be complete once the evaluation has been signed by the ancillary staff and the evaluator; nothing shall be added to the evaluation after that date.

Section 10.2 Personnel File and Review. Any complaint regarding ancillary staff made to the administration by a parent, student or other person which is considered directly in evaluating ancillary staff performance or which is to be placed in ancillary staff's personnel file, shall be promptly called to the ancillary staff member's attention. The Board shall investigate the complaint in an effort to determine its accuracy before placing it in an ancillary staff's file or taking any other action.

A teacher shall have the right to attach a written response to any complaint, and this written response will be attached to all copies of the complaint.

Each teacher shall have the right upon request to review the contents of his/her own personnel file. A representative of the Association may, at the teacher's request, accompany the teacher in such a review. The review shall be made in the presence of an administrator responsible for the safekeeping of the file.

Section 10.3 Freedom of Information Act (FOIA) Requests. The following subsections pertain only to information contained solely in a teacher's personnel file, not to information available under FOIA rules and regulations and available from other sources within the District.

10.31 Notification. In the event of a FOIA request for information contained in a teacher's file, the Board will notify the affected teacher that a FOIA request has been made.

10.32 Release of Information. In the event of a FOIA request for information contained in a teacher's file, the Board agrees that it will release only information required by FOIA rules and regulations or as otherwise mandated by law.

Section 10.4 Merit Pay. Teachers receiving a "Highly Effective" or "Effective" rating shall be eligible for Merit Pay. Teachers receiving a "Minimally Effective Rating" (or lower) shall be eligible for Merit Pay the first year following the rating, but shall not be eligible following two consecutive annual "Minimally Effective" (or lower) ratings. Merit Pay stipends shall be paid in December, prorated for part time teachers.

Merit Pay for 2011-12 shall be five hundred dollars (\$500).

Merit Pay for 2012-13 shall be fifty dollars (\$50).

11.0 – Protection of Teachers

Section 11.1 Support by Board. The Board recognizes that it and its administrative staff must give needed support to its teachers in order that they can maintain the classroom control and discipline, which is necessary for effective teaching and shall continue to do so.

Section 11.2 Legal Rights. Any case of assault instituted by a student against a teacher or any case of a teacher complained against or sued by reason of disciplinary action taken by a teacher against a student shall be promptly reported to the Board. The Board shall provide legal counsel to advise the teacher of his/her rights and obligations with respect to such case and the Board shall cooperate with the teacher, law enforcement, and judicial authorities in taking steps to remedy the matter.

Section 11.3 Lost Time. Time necessarily lost by a teacher in connection with any incident mentioned in Section 11.2, providing the teacher has not violated this Agreement or state or federal laws, hereof shall not be charged against the teacher. This shall not apply if the teacher is incarcerated.

Section 11.4 Just Cause. No ancillary staff shall be discharged or otherwise disciplined without just cause. The provisions of this paragraph shall exclude: (1) the failure to re-employ any ancillary staff to a position on the extra-curricular schedule, and (2) the failure to re-employ any probationary ancillary staff.

Section 11.5 Progressive Discipline. The Board agrees to follow a policy of progressive discipline with respect to ancillary staff which, unless the seriousness of the offense warrants accelerated discipline, includes verbal warning, written warning, verbal reprimand, written reprimand, suspension with pay, suspension without pay, with discharge being used only as a final and last resort.

Section 11.6 Representation. Teachers shall be entitled to have present a representative of the Association during any disciplinary action. Teachers shall be advised of this right before any action is taken.

12.0 – Reduction of Staff

Section 12.1 Notification to Association. If, at the discretion of the Board, there is a need to reduce the number of members of the bargaining unit employed, the Association shall be notified immediately through its President, and the Association shall be periodically advised by the Board concerning which positions and/or teachers would be affected.

Section 12.2 Definition of "Qualified". "Qualified" shall be defined per state and federal law including the No Child Left Behind legislation. Teachers shall maintain all necessary certifications and qualifications as defined by state and federal laws. Teachers hired prior to the 2003-04 school year must obtain necessary certifications and qualifications required by state and federal laws for the subjects and/or grades for which they have been assigned to teach during the 2003-04 school year or the previous five

years. Teachers shall have until June 30, 2006, to obtain such certifications as required by law

Section 12.3 Layoff.

12.32 Ancillary staff shall be laid off in the order of least seniority providing that the ancillary staff remaining shall be qualified (which may include non-teaching certificates as applicable) to perform the duties of the remaining positions.

Section 12.4 Reduction of Benefits. During a period of layoff, a teacher shall not be entitled to insurance or other fringe benefits at school district expense.

Section 12.5 Other Employment. In the event of a reduction in the teaching staff, the office of the Superintendent shall offer the laid-off teacher any reasonable assistance in securing employment in another school district.

Section 12.6 Recall Procedure. Ancillary staff shall be laid off by least seniority and qualifications, provided the retained staff are presently qualified for the remaining positions, and recalled in the order of most seniority provided they are presently qualified for vacant or new positions.

12.61 A teacher being recalled shall be so notified by certified mail or telegram sent to the teacher's last known address and shall have fifteen (15) days after date of mailing to indicate, in writing, the teacher's intent to return to work. Any teacher who is so notified and fails to timely indicate intent to return to work and/or fails to return to work on the required date, shall lose all recall rights.

12.62 Any teacher recalled to a position with less time than worked during the previous year shall have the right to refuse such a position without jeopardizing his/her recall rights.

12.63 Any teacher who is laid off during the school year 1983-84 and thereafter, and who worked at least one full semester during the school year in which they were laid off, shall be credited with one year of employment for purposes of salary step advancement upon recall.

Section 12.7 Seniority. Seniority shall be defined as the length of continuous service as an ancillary staff member within the Coopersville Area Public School system computed from date of hire as indicated by date of letter of intent to issue a contract. If two or more persons have equal seniority and each is qualified for a given position, their seniority shall be determined by the drawing of lots in the presence of the teachers involved and the President of the Association, who shall then certify which ancillary staff shall be retained. Not later than November 1 of each year, the Board shall provide the Association with a current seniority list. No leave or layoff shall be considered to break continuous service nor to add to seniority accrual. Tenured teachers from Coopersville Area Public Schools who become administrators for the Board shall be allowed to retain bargaining unit seniority for those years of teaching experience in Coopersville Area Public Schools. No seniority shall be granted for any years while serving as an administrator. No other administrator shall retain nor be granted nor accrue seniority for the purpose of this section.

Section 12.8 Nullification at the Local or State Level. Any ancillary staff having a minimum of ten (10) years of seniority may declare himself/herself unavailable to assignment, reassignment, or recall to classes or subjects within an endorsement of the teachers certificate providing such declaration does not result in a new hire, lay off or involuntary transfer of another ancillary staff, or create a part-time position. Such declaration of unavailability shall be submitted annually, in writing, to the Association and the Board on or before February 1 of the school year prior to the school year in which the change is to become effective. The ancillary staff, the Superintendent, and the Association shall meet for the purpose of discussion, but final approval for nullification at the local level shall rest with the Board. The decision to nullify at the local level for the upcoming school year shall be irrevocable as of April 1.

Ancillary staff members who, by nullifying portions of their certificates at the local or state level, render themselves unavailable for a position to which they are or could be assigned under Section 12.0, shall not bump into a position held by another staff member but shall be placed on a leave of absence considered to be voluntary, without pay or benefits, unless this condition is waived by the Board, until such time as a vacancy occurs for which they are certified.

Section 12.9. Probationary Period for Ancillary Staff. Ancillary staff shall serve a probationary period equal to that established by the Michigan Teachers' Tenure Act for certificated teachers.

13.0 – Negotiations Procedure

Section 13.1 Request to Re-Negotiate Item. At any time during the life of this Agreement either party may approach the other with a request to re-open a particular item. If such request is granted, all the usual procedures of negotiations shall be followed for that item.

Section 13.2 Commencement of Contract Negotiations. Not later than March 1 of the final year of this Agreement, the parties shall begin negotiations for a successor agreement.

Section 13.3 Bargaining Representatives and Ratification. In any negotiations described in this section, neither party shall have any control over the selection of the negotiation or bargaining representatives of the other party, and each party may select its representatives either from within or outside the school district. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the Board of Education and by a majority of the membership of the Association, but the parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, consider proposals, and reach agreements in the course of negotiations or bargaining, subject only to such ultimate ratification.

Section 13.4 Compensation. In any negotiations called and/or agreed to by the Board which involve the Association during the school day, the teachers regularly on the Association Negotiating Team (not to exceed six including the recorder) shall be released from regular duties without loss of pay.

Section 13.5 Primary Responsibility. The Board, Association, and each teacher recognize that their primary responsibility is to the children of the District and declare that their mutual objective is to provide these children with a proper education. To that end, it is agreed that during the life of this Agreement they shall not cause or overtly encourage any interruption, disturbance, or interference with the continuous, normal education of such children by sanction, concerted activity, or otherwise; and that any difference of opinion or dispute which there may be between or among themselves, shall be resolved by the methods provided herein, and/or through legal channels and not allowed to affect in any way the normal education afforded the children of the Coopersville Area Public School District.

Section 13.6. EFM Notice. As required by PA 4 of 2011, in the event that an Emergency Financial Manager is appointed under the local government and school district fiscal accountability act, s/he may reject, modify, or terminate the collective bargaining agreement as provided in that act.

14.0 – Grievance Procedures

Section 14.1 Definitions.

14.11 Grievance. A grievance shall be a complaint filed by a teacher, a group of teachers or the Association, based on an alleged violation of the provisions of this Agreement.

14.12 Aggrieved Person. An "aggrieved person" is the person(s) or the Association through its President making the complaint.

14.13 Days. The term "days" when used in this Section shall, except where otherwise indicated, mean required work days.

14.14 Designated Representatives of Board. Designated representatives of the Board shall mean the principal(s) at Level One, the Superintendent at Level Two, the Board's designated agent at Levels Three and Four. The Board may change the designated representative(s) by giving written notice to the Association President.

14.15 Designated Representatives of Association. Designated representative(s) of the Association shall mean the grievance chairperson of the Association as certified by the Association President. The Association President may change the designated representative(s) by giving written notice to the Superintendent.

Section 14.2 Exclusions.

14.21 Grievable Matters. The following matters are grievable up to and including Level Three - Board, but not to Level Four - Arbitration:

14.21(a) The termination of services of or failure to re-employ any probationary teacher; however, written reason(s) for failure to re-employ shall be submitted to the teacher and the option of a hearing before the Board shall be guaranteed.

14.21(b) The termination of services or failure to re-employ any teacher to a position on the extra-curricular schedule; however, written reason(s) for such termination or failure to re-employ shall be submitted to the teacher.

14.21(c) Board of Education Policy

14.22 Non-Grievable Matters. The following matters are not the basis of any grievance filed under procedure(s) outlined in this section.

14.22(a) It is expressly understood that this grievance procedure shall not apply to those areas in which the Tenure Act, Title IX or Equal Opportunity Employment Commission prescribes a procedure or authorizes a remedy.

14.22(b) No dispute, claim or complaint by an objecting bargaining unit member concerning the application and interpretation of Section 2.15(e) shall be subject to the grievance procedure.

14.22(c) Disputes between teacher(s) or beneficiaries of teacher(s) and any insurance company.

Section 14.3 Purposes.

14.31 Purpose of Grievance Procedure. The purpose of this procedure is to secure equitable solutions at the lowest possible level.

14.32 Early Settlement. Nothing contained herein shall limit the parties from an informal early settlement providing the settlement is not inconsistent with the terms of this Agreement.

14.33 Individual Rights. Nothing contained herein shall be construed as limiting the right of any individual teacher to present grievances to school officials and/or the Board and to have those grievances adjusted without the intervention of the Association, except that the adjustment shall not be inconsistent with this Agreement and the Association shall be given the opportunity to be represented at such agreement.

14.34 Withdrawal of Grievance. A grievance may be withdrawn at any level without prejudice.

14.35 Reprisal. No reprisals of any kind shall be taken by or against any party or any participant in the grievance procedure by reason of such participation.

14.36 Grievance Material. All documents, communications and records dealing with a grievance shall be filed separately from the personnel files of the participants to the extent permitted by state or federal laws..

14.37 Grievance Forms. Forms for filing and processing grievances shall be designed by the Superintendent and the Association Representative, shall be prepared by the Superintendent's office, and shall be given appropriate distribution to facilitate the operation of the grievance procedure.

14.38 Written Decision. Both the grievance discussed and the decision rendered at Level One shall be submitted in writing upon request of either party. Decisions rendered at all other Levels shall be in writing and shall be transmitted to the designated representative(s).

14.39 Time Limits. Since it is important that grievances be processed as rapidly as possible, the number of days indicated in each level shall be considered a maximum and every effort shall be

made to expedite the process. The time limits specified may 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 shall be reduced so the grievance procedure may be exhausted as soon as is practicable.

Section 14.4 Procedures.

14.41 Level One - Immediate Supervisor. The aggrieved shall discuss the complaint with his/her immediate supervisor or principal(s) within thirty (30) days of occurrence or discovery thereof.

14.42 Level Two - Superintendent. Should the aggrieved be unsatisfied at Level One or, if no decision is rendered within ten (10) days after presentation of the grievance, the aggrieved may proceed by filing the written grievance with the Superintendent within fifteen (15) days after receipt of the answer at Level One. Within fifteen (15) days from the receipt of the grievance by the Superintendent, he/she shall render a decision as to the solution.

14.43 Level Three - Board. Should the aggrieved be unsatisfied at Level Two or if no decision is rendered within fifteen (15) days, the aggrieved may proceed by filing the written grievance along with the decisions from prior levels with the Board's designated representative within ten (10) days. The Board may hold hearings thereon or otherwise investigate the grievance, and shall render its decision in writing within twenty (20) days. Failure of the Board to act within the timeframe shall be considered to be a finding favorable to the Association and the relief sought shall be granted as soon as reasonably possible. However, with the expressed written consent of the Association, the Board may extend the timeline while they investigate the grievance.

14.44 Level Four - Arbitration. Should the aggrieved be unsatisfied at Level Three or if no decision is rendered by the Board within the limit of Level Three meeting, the Association may submit the grievance to arbitration within thirty (30) calendar days from the date of receipt of Board's decision.

14.44(a) Arbitration Panel. A request by either party for a list of arbitrators shall be sent to the American Arbitration Association (AAA) within thirty (30) calendar days after the time limit in Level Three. The parties shall be bound by the rules and procedures of the AAA.

14.44(b) Arbitration Hearing. The arbitrator shall confer with the parties and hold hearings promptly. The arbitrator's decision shall be in writing and shall set forth his/her finding of fact, reasoning and conclusions on the issues submitted.

14.44(c) Arbitrator's Decision. The decision of the arbitrator shall be final and conclusive and binding upon employees, the Board, and the Association; any lawful decision of the arbitrator shall be placed into effect forthwith, subject to the right of the Board or the Association to judicial review.

14.45 Arbitrator's Powers. An arbitrator shall have no power to:

14.45(a) establish salary scales; this does not preclude a determination of correct placement on the established salary schedule;

14.45(b) alter, modify, add to, or subtract from the provisions of this Agreement nor deal with any matter of the content of ancillary staff evaluation(s);

14.45(c) hear any grievance previously barred from the scope of the grievance procedure.

14.45(d) 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 a decision or recommendation on its merits.

14.45(e) More than one grievance may not be considered by the arbitrator at the same time except upon expressed written mutual consent and then only if they are of similar nature.

14.46 Costs of Arbitration. The cost of the arbitrator shall be borne equally by the parties except each party shall assume its own cost for representation, including the expense of witnesses.

All preparation, filing, presentation or consideration of grievances shall be held at times other than when a teacher or a participating Association representative is to be at his/her assigned duty stations. However, time before or after the student day and preparation periods may be used except when required staff meetings have been called. Up to five (5) teachers may be excused with pay when called to testify at an arbitration hearing. Every effort shall be made to have witnesses testify at times other than when they are to be at their assigned duty stations.

15.0 – Early Retirement Incentive

Section 15.1 Eligibility for Early Retirement. Any teacher in the Coopersville Area Public Schools may choose early retirement subject to the following qualifications:

15.11 The member must be 50, or eligible under MPSERS for earlier retirement;

15.12 The member must have 15 years or more of full-time service in the Coopersville Area Public Schools;

15.13 The member cannot be on Social Security, long-term disability, or worker's compensation at the time early retirement is chosen unless the Board waives this restriction;

15.14 "Years of Service" are defined by Section 3.22;

15.15 The retirement options noted in Section 15.0 in each year of this agreement shall be limited to the number of eligible members as follows:

2011-12 through 2012-13 School Year – Not to exceed six (6) members total over both years

If more than the number of eligible members provide notification of resignation and/or retirement as required in this section, the most senior members shall be granted the benefit(s) available in Section 15.0. Members who apply for benefits under Section 15.0, but who are ineligible due to the restriction noted in Section 15.15, shall be released from any and all resignation or retirement notifications or obligations, and their application for such resignation or retirement shall be considered null and void. The restrictions noted in Section 15.15 may be waived by the Board.

Section 15.2 Retirement Notification. Notification of early retirement and a written resignation must be filed with the Superintendent's office prior to March 1 each year for retirement effective June 30 of that year unless the March 1 restriction is waived by the Board.

Section 15.3 Retirement Options. Eligible members may choose one of the following three (3) early retirement options. Choice of option must be indicated at time of original retirement notice, and no changes shall be made in the selection of an option after the final date of notification to the Board as noted in Section 15.2. The maximum liability to the Board for each eligible member for each of the options shall not exceed the amount available under Section 15.31 Payment Option.

15.31 Payment Option. Eligible members may choose the payment option subject to the provisions noted.

15.31(a) The execution of this Agreement is consistent with the Section 403(b) Plan established by the Board with agreement of the Association and shall be referred to as "403(b) Plan Amended January 2003." See Attachments 1 and 2.

15.31(b) Employees shall not have the option to receive cash.

15.31(c) By April 30, in the year of retirement, each retiree shall submit to the Board's

business office appropriate paperwork designating the company and 403(b) plan where the employer's contribution is to be deposited. Should no 403(b) plan be designated by April 30, the designation shall default to the employee's existing 403(b) plan on file with the Board.

15.31(d) The Board will make the first payment, plus all accrued leave payments earned under Section 9.11(a), no later than August 1, in the year of retirement. The Board shall pay the second and third contributions on or before February 1 of the two calendar years following the year in which the retirements occurred. The payment schedule shall be as indicated below.

15.31(d)(i) Retirements effective:

June 30, 2012/2013: 1st Payment \$11,000, 2nd payment \$11,000, 3rd payment \$11,000

15.31(e) Any participating employee that would exceed the \$40,000 total maximum annual contribution limit governed by IRS Code Section 415 may elect an alternative payout schedule agreeable to the Board, the Association and the employee. Documentation shall be provided by the employee supporting the need for an alternative payout schedule.

15.31(f) These payments to employees by the Board will constitute employer contributions under 403(b) of the Internal Revenue Code.

15.31(g) In the event of a retiree's death, any balance not yet paid is to be paid to his or her designated beneficiary in accordance with the annual payment schedule.

15.32 Health Insurance Option. An eligible member may select Schedule C, Plan A, minus LTD coverage. Such health insurance coverage shall be provided annually/monthly until such time as the maximum liability to the Board noted in Section 15.31 shall be reached. Benefits under this option shall terminate with the death of the member, and the board shall be released from all obligations to the member's heirs, estate, or beneficiaries.

15.33 Generic Service Credit Purchase Option. An eligible member shall have the option of a Board purchase of up to five (5) years of generic service credit, if the teacher qualifies according to MPSERS guidelines, according to the following schedule, and any tax liability shall be borne by the teacher. Any payment made under this section shall be made in accordance with MPSERS guidelines.

25 years of service credit = 5 years

26 years of service credit = 4 years

27 years of service credit = 3 years

28 years of service credit = 2 years

29 years of service credit = 1 year

16.0 – Agreements Contrary to Law

Section 16.1 Invalid Provisions. If any provision of this Agreement or any application of this Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

17.0 – Promulgation

Section 17.1 Distribution of Agreement. Copies of this Agreement shall be prepared at the expense of the Board and be presented to all teachers now or hereafter employed by the Board and forty (40) copies shall be presented to the Association.

18.0 – Miscellaneous

Section 18.1 Captions. The captions used in this Agreement are for identification purposes only and are not a substantive part of this Agreement.

Signatures

COOPERSVILLE EDUCATION ASSOCIATION
INCORPORATED, MEA-NEA

COOPERSVILLE AREA PUBLIC
SCHOOLS

Dana Grady, President



Stacey Snyder, President

Shelley Kester, Chief Negotiator

Lynn Van Sickle, Vice President

Ron Veldman, Superintendent

Date: November 21, 2011

2011-12	Schedule A – Salary Schedules			
	Level 1	Level 2	Level 3	Level 4
1	37,545	39,268	40,803	42,234
2	38,834	40,706	41,982	43,720
3	40,481	42,601	43,680	45,643
4	42,127	44,560	45,501	47,602
5	43,773	46,399	47,259	49,490
6	45,419	48,297	49,017	51,412
7	47,064	50,197	50,775	53,335
8	48,711	52,093	52,535	55,258
9	50,357	53,990	54,568	57,182
10	52,294	55,888	56,053	59,104
11	54,370	58,070	58,103	61,028
12	56,443	59,683	60,163	62,951
13	58,519	61,582	61,937	64,874
14	60,879	63,480	64,022	66,798
15	62,158	65,376	66,444	68,721
16	63,438	67,275	68,246	70,644
17	64,719	69,172	70,049	72,567
18	65,930	71,070	71,851	74,489
19	67,158	71,509	72,179	74,884
20	68,440	73,458	73,944	76,769
21			75,711	78,653
22			77,478	80,539
23			80,125	83,364

2012-13	Level 1	Level 2	Level 3	Level 4
1	37,545	39,268	40,803	42,234
2	38,190	39,987	41,393	42,977
3	39,657	41,653	42,831	44,682
4	41,304	43,580	44,590	46,623
5	42,950	45,479	46,380	48,546
6	44,596	47,348	48,138	50,451
7	46,241	49,247	49,896	52,374
8	47,887	51,145	51,655	54,296
9	49,534	53,041	53,552	56,220
10	51,326	54,939	55,311	58,143
11	53,332	56,979	57,078	60,066
12	55,407	58,877	59,133	61,989
13	57,481	60,632	61,050	63,913
14	59,699	62,531	62,979	65,836
15	61,518	64,428	65,233	67,759
16	62,798	66,325	67,345	69,682
17	64,078	68,224	69,147	71,606
18	65,324	70,121	70,950	73,528
19	66,544	71,290	72,015	74,686
20	67,799	72,484	73,062	75,826
21	68,440	73,458	74,828	77,711
22			76,594	79,596
23			78,802	81,951
24			80,125	83,364

Schedule A Notes:

1. For the 2011-12 school year only, teachers shall not progress a step on the salary schedule. All steps shall be the same as in the 2011-12 school year.
2. New teachers shall be placed on the salary schedule as per normal procedures.
3. Teachers shall progress Levels as per normal procedures.
4. For the 2012-13 school year, teachers shall resume step progression, moving one step higher than the step they were on during the 2010-12 school years.
5. For the 2012-13 school year, teachers who were on the following levels and steps during the 2011-12 school year – Level 1, Step 20; Level 2, Step 20; Level 3, Step 23; or Level 4, Step 23; – and who did not advance to a higher Level for the 2012-13 school year, shall receive a one-time off-schedule payment of three hundred dollars (\$300) added to their annual salary.

Schedule B**2011-2013****Schedule B – Extracurricular Assignments**

Baseball, Head	8%
Baseball, Assistant	6%
Softball, Head	8%
Softball, Assistant	6%
Basketball, Boys/Girls, Head	13%
Basketball, Boys/Girls, Assistant	8%
Basketball A/B, 7 th , 8 th	5%
Track, Boys/Girls Head HS	9%
Track, Assistant HS	6%
Track, Boys/Girls Head JH	5%
Track Assistant JH	4%
Cross Country	6%
Cross Country Assistant	4%
Football, Head	13%
Football, Assistant	8%
Golf, Boys/Girls	6%
Tennis, Boys/Girls	6%
Wrestling, Head	11%
Wrestling, Assistant	7%
Wrestling, JH	5%
Volleyball, Head	9%
Volleyball, Assistant	6%
Volleyball, 7 th	5%
Volleyball, 8 th	5%
Soccer, Boys/Girls	6%
Soccer, Boys/Girls Assistant	4%
GAPP	\$1500
Dance	2%
Annual	2%,4%**
Class Sponsor, Senior Class	2%
Class Sponsor, Junior Class	2%
Student Council, HS	4%
Student Council, JH	2%
Student Council, EL	2%
Debate	2%
Plays, HS Director	6%

Plays, HS Musical Director	9%
Plays/Musical, HS Assistant	2%
Plays, JH Musical	2%
Show Choir, HS	2%
Jazz/Pep Band	3%**
Music Dept. Head	3%
Flag Corps Director	1%
Instrumental Music Assistant, HS	3%*
Noon Recreation, HS	4%
Noon Recreation, JH	4%
Fine Arts Festival – each	3%
FFA	7%
Drivers Training – hourly rate	\$23.00
Summer Compensation Non-Instruction	.045%
National Honor Society	3%
Curriculum Council Chairperson	\$1500
Cheerleading, HS Fall Sideline	4%
Cheerleading, HS Winter Sideline	4%
Cheerleading, Competitive	4%
Cheerleading Competitive Asst	2%
Cheerleading, JH	2%
Tennis JV	4%
Golf JV	4%

** Extra duty only when not offered as a class assignment.

* If other than the Junior High Instrumental Teacher

Schedule B Compensation Schedule

*Rates rounded to nearest ten dollars

Sched B 2011-13		Base = 28,158												
Exp	Index	1%	2%	3%	4%	5%	6%	7%	8%	9%	10%	11%	12%	13%
0	1.0	280	560	840	1130	1410	1690	1970	2250	2530	2820	3100	3380	3660
1	1.1	310	620	930	1240	1550	1860	2170	2480	2790	3100	3410	3720	4030
2	1.2	340	680	1010	1350	1690	2030	2370	2700	3040	3380	3720	4050	4390
3	1.3	370	730	1100	1460	1830	2200	2560	2930	3290	3660	4030	4390	4760
4	1.4	390	790	1180	1580	1970	2370	2760	3150	3550	3940	4340	4730	5120
5	1.5	420	840	1270	1690	2110	2530	2960	3380	3800	4220	4650	5070	5490
6	1.6	450	900	1350	1800	2250	2700	3150	3600	4050	4510	4960	5410	5860
7	1.7	480	960	1440	1910	2390	2870	3350	3830	4310	4790	5270	5740	6220
8	1.8	510	1010	1520	2030	2530	3040	3550	4050	4560	5070	5580	6080	6590
9	1.9	540	1070	1610	2140	2680	3210	3750	4280	4820	5350	5890	6420	6960
10	2.0	560	1130	1690	2250	2820	3380	3940	4510	5070	5630	6190	6760	7320
15	2.2	620	1240	1860	2480	3100	3720	4340	4960	5580	6190	6810	7430	8050
20	2.4	680	1350	2030	2700	3380	4050	4730	5410	6080	6760	7430	8110	8790

Schedule B Notes

- (a) Amounts indicated on the compensation schedules shall be based on \$28,158.
- (b) Schedule B steps shall be frozen for 2011-12 and shall resume in 2012-13 (2012-13 step shall be one step higher than in 2010-11).
- (c) Amounts indicated are full compensation for additional responsibilities and time beyond requirements for other teaching assignments as indicated in the main text of the Agreement.
- (d) Titles/activities/remuneration not listed may be added at the Board's discretion. However, the amount of compensation shall be mutually agreed to by the Board and the Association.
- (e) Head or sole coaching assignments include times for practice and competition according to state and league regulations and scheduling and include any additional invitational, district, regional, or state competitions upon which the coach and Athletic Director mutually agree.
- (f) Assistant or subordinate coaching assignments include those duties and responsibilities as ordered by the head coach subject to review by the Athletic Director.
- (g) All members of the bargaining unit employed beyond the calendared duty days for assignments (e.g. vocational agriculture) shall be paid 90% of their per diem rate according to Section 3.26.
- (h) "Years of extra duty experience" used for the compensation schedule shall be defined as years worked in a comparable Schedule B assignment. For coaching experience it shall be years of coaching in a comparable sport regardless of the level of assignment (head, assistant, JV, etc.) or whether in a girls or boys sport. Up to six (6) years of experience shall be credited for an assignment in an activity in another public school district and credit for experience in excess of six (6) years shall be at the Board's discretion.
- (i) After two (2) weeks of the scheduled starting time of each sport the Athletic Director and respective coach shall determine if there are sufficient participants to justify the continuation of that sport. If the sport is to be discontinued, the coach shall receive an appropriately pro-rated salary.
- (j) Any Schedule B position left unfilled by a bargaining unit member may be filled by the Board for an amount not to exceed the compensation schedule.
- (k) With approval of the superintendent and CEA, members may voluntarily split (as determined by the members) the percentage of remuneration received in Schedule B with one or more other members when sharing a Schedule B position. All payments shall be processed through normal payroll procedures.

Schedule C – Benefits

2011-13 Plans: Upon completion of a signed application and acceptance by the insurance provider, the Board shall provide, MESSA-PAK for a full twelve-month period for each year of this agreement for the employee and his/her entire family and any other eligible dependents as defined by MESSA. The employer shall sign an employer participation agreement, provided that such agreement complies with applicable law and the employer shall be the policyholder as defined within section 1255a of the Michigan Revised School Code. If it is subsequently determined that the participation agreement is not compliant with applicable law, the CEA and District shall meet and confer about potential solutions to ensure that the district receives maximum available state funding. For all plans, see plan booklets as benefits may vary. When appropriate, Choices II, or Limited Medicare Supplement (formerly MESSA Care) and Medicare, Part B, premiums for Plans A and B shall be paid on behalf of the employee, spouse and/or dependents eligible for Medicare. Employees not electing MESSA-PAK Plan A shall select MESSA-PAK Plan B. Any employee whose spouse selects Plan A must select Plan B. An employee selecting Plan B must show proof of having a valid prescription card providing coverage to them from another source.

2011-13 Plan A	Plan B
<p>Health Insurance</p> <p>Choices II</p> <p>\$500/1000 deductible; \$10 office visit copay; \$10/20 drug card</p> <p>See Schedule C notes for premium copay amounts, deductible reimbursements, possible policy changes for 2013, and other important provisions</p>	<p>Cash in Lieu of Insurance \$5212</p>
<p>Long Term Disability</p> <p>70% of salary</p> <p>\$5,000 maximum/month</p> <p>90 calendar day modified fill</p> <p>Pre-existing condition waiver</p> <p>Freeze on offsets</p> <p>Alcoholism/Drug/Mental/ Nervous – same as any other illness</p> <p>Maternity Coverage, Rehabilitation Benefits</p>	<p>Same as Plan A</p>
<p>Dental Insurance</p> <p>Delta Dental Plan 0468-0001</p> <p>90/90S/90/9</p> <p>Internal and External Coordination of Benefits</p> <p>Class I, II, III Benefits \$2,700</p> <p>Ortho/Adult Ortho \$4,000, Rider</p> <p>Sealants</p>	<p>Same as Plan A</p>
<p>Member Life Insurance</p> <p>\$45,000 per teacher</p>	<p>Same as Plan A</p>
<p>Vision</p> <p>VSP-3 Plus, July to July</p>	<p>Same as Plan A</p>

Schedule C Notes

1. Teachers who resign effective June 30 shall have the option of receiving \$500 403(b) contribution in lieu of insurance coverage for each month of July and August providing they have notified the business office of their decision to receive the 403(b) contribution in lieu of insurance in time to terminate insurance coverage (currently 45 days prior to retirement date). Such payments shall be paid per the terms and procedures noted in Section 15.0 of this Agreement not later than August 1 following retirement.
2. In the event of the death of a teacher, the Board shall pay the cost of Schedule C for six (6) months, or until the following October, whichever is longer.
3. In the event that a teacher is disabled, the Board shall continue to pay the costs of the insurance provided by Schedule C throughout the period of the disability or through the month following the termination of salary, whichever is the lesser period.
4. The insurance year shall be the twelve (12) month period from October 1 to the following October 1. Teachers leaving employment between the end of the teacher duty year, and the start of the next following teacher duty year, shall continue to receive the insurance provided by Schedule C through the month of August. If a teacher is employed by another employer and is therefore covered by fully paid insurance program(s), or coverage equal to, or greater than, any program(s) or coverage contained in Schedule C, the Board shall not be required to continue premium payments or coverage for that program(s).
 - (a) In the event a teacher is terminated or resigns during the school year, the insurance shall continue for one (1) month following the month of termination of employment.
 - (b) A teacher who is hired with an effective first work day after the first required work day of the school year, shall be entitled to appropriately pro-rated fringe benefits.
5. Notwithstanding any provisions of this section, the terms of any contract or policy issued by an insurance contract or policy issued by an insurance company or insurance provider (brokerage) shall be controlling as to all matters concerning benefits, eligibility, and termination of coverage, or other matters covered by the policy.
6. The Board, by payment of the premium required to provide the coverage set forth herein, shall be relieved from all liability with respect to the benefits provided by the insurance company. The failure of an insurance company to provide any of the benefits for which it has contracted, for any reasons, shall not result in any liability to the Board or to the Association, nor shall such failure be considered breach of any obligation by either of the two parties to this Agreement.
7. Disputes between teacher(s) or beneficiaries of teacher (s) and any insurance company shall not be subject to the Grievance Procedure established in this Agreement.
8. The CEA and the Board shall work toward controlling health care costs.
9. The Board and the CEA agree to implement the Section 125 Options plan dated December 18, 1995.
10. In calendar years 2011,2012, and 2013 the district will reimburse employees for their out-of-pocket insurance deductibles (excluding premium copays) in excess of the first

\$200/400 of expense copays that are considered allowable medical expenses as determined by the insurance company. Such payments will not exceed the \$300/\$600 per employee per calendar year. All requests for reimbursements must be submitted in the manner prescribed by the business office in a timely manner, with final requests for the 2013 calendar year due not later than January 31, 2014.

11. All reimbursements for copays shall cease following the 2013 calendar year (sunset clause).
12. Employees will pay 10% of the annual insurance premiums (health, dental, vision) beginning on October 1, 2011 through September 30, 2012.
13. Employees will pay 15% of the annual insurance premiums (health, dental, vision) effective October 1, 2012.
14. If no successor agreement is in place by June 28, 2013, the insurance office visit copays will increase from \$10 per visit to \$20 per visit effective August, 2013.
15. Should the state once again offer incentive funding to the district which is based at least in part on a higher insurance premium copay than 15%, or should the state effective date of such copays be earlier than October 1, 2012, the employee insurance copays will be adjusted to qualify the district for such incentive funding. In such case, the district will make a one-time, off-schedule payment, if allowed by law, sufficient to offset individual employee out of pocket expenses necessitated to qualify the district for such state incentive payments. If such payments to employees are prohibited by law, the district agrees to reopen the salary portion of the contract for renegotiation.

Calendars

2011-12

Coopersville Area Public Schools Calendar

2011-12

K-5			Gr. 6-12			K-5			Gr. 6-12					
Teacher	Student	Student	Teacher	Student	Student	Teacher	Student	Student	Teacher	Student	Student			
Days	Days	Days	Days	Days	Days	Days	Days	Days	Days	Days	Days			
2	0	0	22	21	20.5	20	20	20	21	20	20			
August			January			February			March					
Mon	Tues	Wed	Thurs	Fri	Mon	Tues	Wed	Thurs	Fri	Mon	Tues	Wed	Thurs	Fri
1	2	3	4	5	2 PD	3	4	5	6	6	7	8	9	10
8	9	10	11	12	9	10	11	12	13	12	13	14	15	16
15	16	17	18	19	16	17	18	19	20	19	20	21	22	23
22	23	24	25	26	23	24	25	26	27	20	21	22	23	24
29	30 PD	31 PD			30	31			27	28	29			24
September			October			November			December					
Mon	Tues	Wed	Thurs	Fri	Mon	Tues	Wed	Thurs	Fri	Mon	Tues	Wed	Thurs	Fri
5-LD	6	7	8	9	3	4	5	6	7	1	2	3	4	5
12	13	14	15	16	10	11	12	13	14	7	8	9	10	11
19	20	21	22	23	17	18	19	20	21	14	15	16	17	18
26	27	28	29	30	24	25	26	27	28	21	22	23	24	25
					31					28	29	30		
January			February			March			April					
Mon	Tues	Wed	Thurs	Fri	Mon	Tues	Wed	Thurs	Fri	Mon	Tues	Wed	Thurs	Fri
2	3	4	5	6	2	3	4	5	6	2	3	4	5	6
9	10	11	12	13	9	10	11	12	13	9	10	11	12	13
16	17	18	19	20	16	17	18	19	20	16	17	18	19	20
23	24	25	26	27	23	24	25	26	27	23	24	25	26	27
30	31				30					30				
May			June			July			August					
Mon	Tues	Wed	Thurs	Fri	Mon	Tues	Wed	Thurs	Fri	Mon	Tues	Wed	Thurs	Fri
1	2	3	4	5	1	2	3	4	5	1	2	3	4	5
7	8	9	10	11	4	5	6	7	8	11	12	13	14	15
14	15	16	17	18	18	19	20	21	22	18	19	20	21	22
21	22	23	24	25	25	26	27	28	29	25	26	27	28	29
28	29	30	31		28	29	30	31		28	29	30	31	

Professional Development
 Tuesday, Aug. 30, 2011
 Wednesday, Aug. 31, 2011
 Thursday, Sept. 1, 2011
 Monday, Jan. 2, 2012
 Tuesday, March 6, 2012

Students' Last Day 6/8
 Teachers' Last Day 6/8

Teacher	K-5	Gr. 6-12	Student	Student
181.0	175.5	175.0	175.5	175.0

P/T Conferences
Elementary/Middle School
 Week of Nov. 7
 Week of Feb. 20
High School
 Week of Nov. 7
 Week of Feb. 20

Records Days
 January 20 - 1/2 Records Day (PM) 6-13
 June 8 - 1/2 Records Day (PM) 6-15

Open House
 Aug. 31 - 5:30 - 7:00 pm

Nov. 4 End of 1st Quarter
 Jan. 20 End of 1st Sem.
 Mar. 23 End of 3rd Quarter

Denotes No School for Students or Staff

Denotes No School for Students

Denotes Half Day for Students

2012-13

Coopersville Area Public Schools Calendar

2012-13

K-5 Gr. 6-12
Teacher Student Student

Days Days Days
3 0 0

August					
Mon	Tues	Wed	Thurs	Fri	
		1	2	3	
6	7	8	9	10	
13	14	15	16	17	
20	21	22	23	24	
27	28 PD	29 PD	30 PD	31	

Teachers start 8/28
Students start 9/4

K-5 Gr. 6-12
Teacher Student Student

Days Days Days
19 19 18.5

January, 2013				
Mon	Tues	Wed	Thurs	Fri
	1	2	3	4
7	8	9	10	11
14	15	16	17	18 Gr. 6-12
21	22	23	24	25
28	29	30	31	

September				
Mon	Tues	Wed	Thurs	Fri
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28

February				
Mon	Tues	Wed	Thurs	Fri
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25 PD	26	27	28	

October				
Mon	Tues	Wed	Thurs	Fri
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		

March				
Mon	Tues	Wed	Thurs	Fri
				1
4	5 PD	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

November				
Mon	Tues	Wed	Thurs	Fri
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

April				
Mon	Tues	Wed	Thurs	Fri
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30			

December				
Mon	Tues	Wed	Thurs	Fri
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
31				

May				
Mon	Tues	Wed	Thurs	Fri
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31

Professional Development
 Tuesday, Aug. 28, 2012
 Wednesday, Aug. 29, 2012
 Thursday, Aug. 30, 2012
 Monday, Feb. 25, 2013
 Tuesday, March 5, 2013

June				
Mon	Tues	Wed	Thurs	Fri
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28

5 4.5 4.5
 Students' Last Day 6/7
 Teachers' Last Day 6/7

181.0 175.5 175.0 2012-13 Scheduled Days

P/T Conferences
Elementary/Middle School **High School**
 Week of Nov. 5 Week of Nov. 5
 Week of Feb. 18 Week of Feb. 18

Records Days
 January 18 - 1/2 Records Day (PM)
 June 6 - 1/2 Records Day (PM)

Open House
 Aug. 29 - 5:30 - 7:00 pm

~~Denotes No School for Students~~
 Denotes Half Day for Students

Nov. 2	End of 1st Quarter
Jan. 18	End of 1st Sem.
Mar. 29	End of 3rd Quarter

Denotes No School for Students or Staff

2013-14

Coopersville Area Public Schools Calendar

2013-14

K-5 Gr. 6-12
Teacher Student Student

Days Days Days
3 0 0

August					
Mon	Tues	Wed	Thurs	Fri	
	5	6	7	8	9
	12	13	14	15	16
Teachers start 8/28	19	20	21	22	23
Students start 9/4	26	27 PD	28 PD	29 PD	30

K-5 Gr. 6-12
Teacher Student Student

Days Days Days
20 20 19.5

January, 2014				
Mon	Tues	Wed	Thurs	Fri
	6	7	8	9
	13	14	15	16
	20	21	22	23
	27	28	29	30
				31

20 20 20

September				
Mon	Tues	Wed	Thurs	Fri
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30				

19 18 18

February				
Mon	Tues	Wed	Thurs	Fri
	3	4	5	6
	10	11	12	13
	17	18	19	20
	24	25	26	27
				28

23 23 23

October				
Mon	Tues	Wed	Thurs	Fri
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30	31	

21 20 20

March				
Mon	Tues	Wed	Thurs	Fri
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
31				

18 18 18

November				
Mon	Tues	Wed	Thurs	Fri
	4	5	6	7
	11	12	13	14
	18	19	20	21
	25	26	27	28
				29

16 16 16

April				
Mon	Tues	Wed	Thurs	Fri
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30		

15 15 15

December				
Mon	Tues	Wed	Thurs	Fri
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30	31			

21 21 21

May				
Mon	Tues	Wed	Thurs	Fri
	5	6	7	8
	12	13	14	15
	19	20	21	22
	26	27	28	29
				30

Professional Development	
Tuesday, Aug. 27, 2013	
Wednesday, Aug. 28, 2013	
Thursday, Aug. 29, 2013	
Monday, Feb. 24, 2014	
Tuesday, March 4, 2014	

5 4.5 4.5

June				
Mon	Tues	Wed	Thurs	Fri
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30				

P/T Conferences	
Elementary/Middle School	High School
Week of Nov. 4	Week of Nov. 4
Week of Feb. 17	Week of Feb. 17

Records Days	
January 17 - 1/2 Records Day (PM)	
June 6 - 1/2 Records Day (PM)	

Open House	
Aug. 28 - 5:30 - 7:00 pm	

~~XXXX~~ Denotes No School for Students
 _____ Denotes No School for Students or Staff
 / Denotes Half Day for Students

Nov. 1	End of 1st Quarter
Jan. 17	End of 1st Sem.
Mar. 28	End of 3rd Quarter

Ancillary Staff Member Evaluation

We believe the evaluation process contributes to the growth of all staff members when administered in a cooperative, reasonable and just manner. An alternative evaluation process may be substituted for the Ancillary staff Evaluation (Schedule E) when mutually agreed upon between the appraiser and any non-probationary ancillary staff member. A positive approach to evaluations enhances the improvement of instruction. Constructive criticism is offered with the best interests and professional growth of the staff member in mind.

Ancillary Staff Performance Appraisal

This Schedule E evaluation document shall be considered the official instrument used to evaluate ancillary staff performance.

Definition of Ratings

Consistently Meets A check in this box indicates that the ancillary staff meets the expectation in this performance area.

Inconsistently Meets A check in this box indicates that the ancillary staff is not consistently meeting the expectation in this performance area. However, the inconsistency does not adversely affect his/her overall performance at this time.

Does Not Meet A check in this box affects overall performance and may require a ancillary staff improvement plan. It indicates that prompt action is needed to correct the deficiency.

N/O Not observed

N/A Not applicable

NOTE: If the appraiser wishes to indicate that a ancillary staff member exceeds all expectations in a performance area, it may be noted in the narrative section.

Ancillary staff being evaluated _____

Probationary/Tenure Status

P1 _____

P2 _____

P3 _____

P4 _____

Tenure _____

Evaluator _____

		Meets Expectations Consistently	Meets Expectations Inconsistently	Does Not Meet Expectations	N/O	N/A
A.	Instructional Process					
1.	The ancillary staff member speaks and writes in clear and correct language and expresses thoughts in vocabulary appropriate for the grade level and/or the program.					
2.	The ancillary staff member responds to individual learning levels, interests, and needs by varying the rate of learning, the difficulty of activities and by differentiating instruction and assignments.					
3.	The ancillary staff member treats time as an important resource by beginning and ending class on time and having an efficient routing for housekeeping duties					
4.	The ancillary staff member monitors the learning by asking engaging questions periodically during the presentation and/or circulating during study time.					
5.	The ancillary staff member allots adequate time for the students to practice newly acquired skills.					
6.	Required lesson plans reflect clear goals and appropriate sequence of instruction.					
7.	The ancillary staff delivers Board-approved curriculum.					
8.	Necessary paperwork is completed accurately and submitted in a timely manner.					

Narrative:

		Meets Expectations Consistently	Meets Expectations Inconsistently	Does Not Meet Expectations	N/O	N/A
B.	Monitoring Student Progress					
1.	The ancillary staff member maintains records of individual student progress.					
2.	The ancillary staff member communicates student progress to parents.					
3.	The ancillary staff member uses a variety of techniques to assess the performance levels of students.					
4.	The ancillary staff returns written work promptly to students with suggestions for improvement as needed.					

Narrative:

		Meets Expectations Consistently	Meets Expectations Inconsistently	Does Not Meet Expectations	N/O	N/A
C.	Interaction with students					
1.	The ancillary staff member models and expects students to use behaviors, which show consideration for the dignity and rights of others.					
2.	The ancillary staff member communicates high academic and behavioral expectations to all students.					
3.	The ancillary staff member has clearly established classroom rules, procedures and					

	timelines, which are known to the students.					
4.	The ancillary staff member follows a proactive plan for ameliorating behavior problems.					
5.	The ancillary staff member uses human relations techniques such as acceptance, praise, listening, and humor.					

Narrative:

		Meets Expectations Consistently	Meets Expectations Inconsistently	Does Not Meet Expectations	N/O	N/A
D.	Professionalism					
1.	The ancillary staff member demonstrates professional growth.					
2.	Where applicable, the ancillary staff member seeks assistance from, and works cooperatively with, colleagues and administration.					
3.	The ancillary staff member complies with and enforces legal regulations and building/district policies.					
4.	The ancillary staff member demonstrates responsibility in assuring that the equipment, the tools, and the learning environment are maintained in a safe and functional manner.					
5.	The ancillary staff member is discreet in communications and actions.					
6.	The ancillary staff member dresses professionally and appropriately for assigned position.					

Narrative:

The ancillary staff member may provide a self-evaluation.

Special skills or contributions this ancillary staff has made to the school program or to education:

Observation Summary

Date of Observation: _____

Observation Summary: Satisfactory _____ Unsatisfactory _____

Appraiser Signature: _____ Date: _____

Ancillary staff Signature: _____ Date: _____

(Signature indicates that a copy of this appraisal has been received)

Final Evaluation – to be used at the end of the evaluation period

Final Evaluation Rating: Satisfactory _____ Unsatisfactory _____

Appraiser Signature: _____ Date: _____

Ancillary staff Signature: _____ Date: _____

(Signature indicates that a copy of this appraisal has been received)

Probationary Teachers: Number of professional development days completed to date: _____

For teachers who have Individual Development Plans (IDP): Assessment on progress toward IDP goals to date:

INDEX

Accelerated Discipline, 18
 Acceptable Use Committee, 12
 Accrued Days, 14
 Accrued leave, 14
 Accumulated Leave Days, 16
 Additional Duty Assignments, 10
 Adoptive Parenting, 16
 Agency Shop, 4
 Aggrieved Person, 20
 Ancillary Staff Assignments, 14
 Ancillary Staff Defined, 3
 Ancillary Staff Evaluation, 16
 Ancillary Staff Member Evaluation, 35
 Ancillary Staff Performance Appraisal, 35
 Annuity, 8
 Arbitration, 21
 Assignment of Extra Duty Assignments, 10
 Association Access, 4
 Association Information, 4
 Association Leave, 5
 Association Rights, 4
 Bargaining Representatives, 19
 Benefits, 29
 Bereavement Leave, 14
 Board Defined, 3
 Board Rights, 5
 Building assignment, 13
 Calendared Duty Days, 9
 Calendars, 33
 Campus Hours, 8
 Certificate Column, 6
 Class Sizes, 11
 Class Standards, 11
 Collective Bargaining Unit Defined, 3
 Completion of Evaluation, 17
 Continuing Certificate, 7
 Court Appearances, 15
 Curriculum Development, 10
 Days, 8
 Definition of Qualified, 18
 Definition of Temporary Vacancy, 13
 Definition of Transfer, 13
 Dental Insurance, 29
 Designated Representatives of Association, 20
 Designated Representatives of Board, 20
 Direct Deposit, 8
 Discharge, 18
 Dues, 4
 Early Retirement Incentive, 22
 Eligibility for Early Retirement, 22
 Emergency Financial Manager, 20
 Extended Employment Rates, 8
 Extended Leave, 16
 Extra Duty Assignments, 14
 Extra Duty Compensation, 8
 Extracurricular Assignments, 27
 Family Medical Leave Act, 16
 Filling Permanent Ancillary Staff Vacancy, 13
 Final Evaluation, 17
 FMLA, 16
 FOIA, 17
 Freedom of Information Act, 17
 Grade Level assignment, 13
 Grievable Matters, 20
 Grievance, 20
 Grievance Forms, 21
 Grievance Material, 21
 Grievance Procedures, 20
 Half-time teachers, 6
 Health and Safety, 12
 Health Insurance, 29
 Hours, 8
 Illness, 14
 Individual Rights, 21
 Injury, 14
 Inservices, 9
 Instrumental and Vocal Music teachers, 5
 Internet/Intranet, 12
 Interpretation of the Salary Schedule A, 6
 Invalid Provisions, 24
 Involuntary Transfers, 13
 Jury Duty, 15
 Just Cause, 18
 Layoff, 18
 Leave Incentive, 16
 Leave Policy, 14
 Leave With Pay, 14
 Leave Without Pay, 15
 Legal Rights, 3, 17
 Lesson Plans, 10
 Level II, 7
 Level I, 7
 Level III, 7
 Level IV, 7
 Liability for Student Acts, 12
 Life Insurance, 29
 Long Term Disability, 29
 Lost Time, 18
 Lunch Period, 9
 Mail Service, 4
 Mental Examination, 15
 Mentor/Mentee, 6
 Merit Pay, 17
 Military Duty, 15
 NCLB, 12
 Necessity Leave, 15
 necessity leave days, 15
 Negotiations Procedure, 19
 Non School Related Court Appearances, 15
 Non-classroom assignment, 13
 Non-Grievable Matters, 20
 Notification, 17
 Notification of Resignation, 14
 Nullification, 19
 Number of Preparations, 10
 Other Employment, 18

INDEX

- Other Leave in Excess of Ten Days, 16
- Overload, 11
- Overload Payment, 11
- Paraprofessionals, 10
- Parent-Teacher Conferences, 9
- Pay Periods, 7
- Payment for Courses, 7
- Payroll Deductions, 4, 8
- Per Diem Rate, 8
- Permanent Certificate, 7
- Permanent Vacancy, 13
- Personnel File and Review, 17
- Physical or Mental Examination, 14
- Preparation Period, 10
- Privacy, 12
- Professional Compensation, 5
- Professional Development Training, 9
- Professional Learning Community, 9
- Professional Leave Days, 15
- Progressive Discipline, 18
- Prohibitive Bargaining, 3
- Protection of Teachers, 17
- Pupil/Teacher Ratio, 11
- Purchase of Preparation Period, 10
- Purpose of Grievance Procedure, 20
- Ratification, 19
- Reasonable suspicion, 14
- Recall Procedure, 18
- Reduction of Benefits, 18
- Reduction of Staff, 18
- Release of Information, 17
- Representation Fee, 4
- Reprimand, 18
- Reprisal, 21
- Retirement Notification, 23
- Retirement Options, 23
- Sabbatical Leave, 15
- Safety Conditions, 12
- Salary Schedules, 25
- Schedule B, 8
- Schedule B Compensation, 28
- Schedule B Notes, 28
- Schedule C Benefits, 29
- Schedule C Benefits Notes, 30
- Schedules, 5
- School and District Planning Processes, 12
- School Closings, 9
- School Facilities, 4
- School Related Court Appearances, 15
- School Year, 8
- Self Improvement Leave, 15
- Seniority, 19
- Special Education, 12
- Special Education assignment, 13
- Specificity of Deficiency, 17
- Staff Meetings, 9
- Staff Meetings During School Day, 9
- State and Federal Laws, 13
- Steps, 7
- Student Health Services, 12
- Subject area assignment, 13
- Substituting, 10
- Support by Board, 17
- Suspension with Pay, 18
- Suspension Without Pay, 18
- Teacher Defined, 3
- Teacher Participation, 12
- Teacher Rights, 5
- Teachers' Facilities, 12
- Teaching Conditions, 11
- Teaching Loads and Assignments, 10
- Temporary Disability Leave, 14
- Temporary Filling of Ancillary Staff Vacancy, 13
- Time Limits, 21
- Transfers, 13
- Unused Accrued Leave, 14
- Vacancies, 13
- Verbal Reprimand, 18
- Vision, 29
- Voluntary Transfers, 13
- Weekly Lesson Plans, 10
- Withdrawal of Grievance, 21
- Work Performance, 16
- Written Warning, 18

Letters of Agreement

This Letter of Agreement is made between the Coopersville Education Association (CEA) and the Coopersville Board of Education (District) to amend the implementation of the accrued leave payoff and the ERI payoff in the Master Agreement.

1. The parties agree that all employees, fifty-five (55) years of age or older in the year they retire, electing retirement and meeting the eligibility requirements under 15.1 and 15.2 and further select severance under 15.31(b) of the Master Agreement, will receive employer contributions under the following conditions:
 - A. The execution of this Agreement is consistent with the Section 403(b) Plan established by the School District with agreement of the CEA and shall be referred to as, "403(b) Plan amended January 2003."
 - B. Employees shall not have an option to receive cash.
 - C. By April 30, of the year the employee expects to retire, each retiree shall submit to Coopersville's business office appropriate paperwork designating the company and the 403(b) plan where the employer's contribution is to be deposited. Should no 403(b) plan be designated by April 30, of that year, the designation shall default to the employee's existing 403(b) plan on file with the District.
 - D. The Employer will make the first payment into each employee's 403(b) plan no later than 31 days following retirement., the second payment will be paid into each employee's 403(b) plan no later than January 5, the following calendar year, and the third payment will be paid into each employee's 403(b) plan no later than January 5, the next year. Annual payment amounts shall be as proscribed in the Master Agreement based on the year of retirement.
 - E. Any participating employee that would exceed the total employer maximum annual contribution limit governed by IRS Code Section 415(c) may elect an alternative payout schedule agreeable to the District, the CEA and the employee. Documentation shall be provided by the employee supporting the need for an alternative payout schedule.
 - F. These payments to employees by the District will constitute employer contributions under 403(b) of the Internal Revenue Code (IRC).
 - G. In the event of a retiree's death, any balance not yet paid is to be paid to his or her designated beneficiary in accordance with the annual payment schedule.

2. The parties agree that all employees, fifty-five (55) years of age or older in the year they retire, electing retirement, and eligible for a payoff of all unused accrued days as per 9.11(a) of the Master Agreement, will receive employer contributions under the following conditions:
 - A. Employees shall not have an option to receive cash.
 - B. The employer will make the total payment into the employee's 403(b) plan no later than 31 days following their retirement (July 31).
 - C. These payments to employees by the District will constitute employer contributions under 403(b) of the Internal Revenue Code (IRC).
 - D. In the event of a retiree's death, accrued leave payoff is to be paid to his or her designated beneficiary in accordance with the payment schedule.

Letter of Agreement

This Letter of Agreement is made between the Coopersville Education Association (CEA) and the Coopersville Board of Education (District) to amend the implementation of the accrued leave payoff and the ERI payoff in the Master Agreement.

1. The parties agree that all employees, under fifty-five (55) years of age in the year they retire, electing retirement and meeting the eligibility requirements under 15.1 and 15.2 and further select severance under 15.31(b) of the Master Agreement, will receive employer contributions under the following conditions:
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 - B. Employees shall not have an option to receive cash.
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 - D. The Employer will make the first payment into each employee's 403(b) plan no later than 31 days following retirement (July 31), the second payment will be paid into each employee's 403(b) plan no later than January 5, the following calendar year, and the third payment will be paid into each employee's 403(b) plan no later than January 5, the next year. Annual payment amounts shall be as proscribed in the Master Agreement based on the year of retirement.
 - E. Any participating employee that would exceed the total employer maximum annual contribution limit governed by IRS Code Section 415(c) may elect an alternative payout schedule agreeable to the District, the Association and the employee. Documentation shall be provided by the employee supporting the need for an alternative payout schedule.
 - F. These payments to employees by the District will constitute employer contributions under 403(b) of the Internal Revenue Code (IRC).
 - G. In the event of a retiree's death, any balance not yet paid is to be paid to his or her designated beneficiary in accordance with the annual payment schedule.

2. The parties agree that all employees, under fifty-five (55) years of age in the year they retire, electing retirement, and eligible for a payoff of all unused accrued days as per 9.11(a) of the Master Agreement, will receive employer contributions under the following conditions:
 - A. Employees shall not have an option to receive cash.
 - B. The employer will make the total payment plus an additional 2.35% of the total payment into the employee's 403(b) plan no later than 31 days following retirement (July 31).
 - C. These payments to employees by the District will constitute employer contributions under 403(b) of the Internal Revenue Code (IRC).
 - D. In the event of a retiree's death, accrued leave payoff is to be paid to his or her designated beneficiary in accordance with the payment schedule.