

PUBLIC EMPLOYEE RELATIONS CONTRACT

Coopersville Area Public Schools

&

Coopersville Education Association

Effective through August 10, 2022

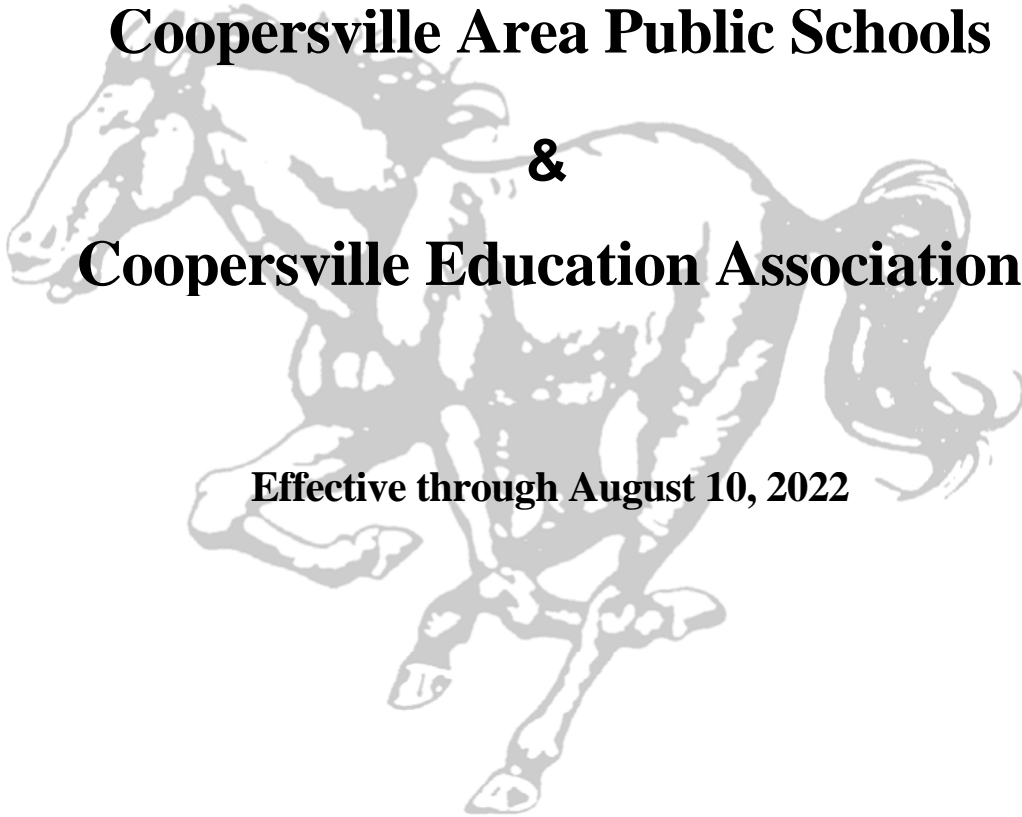


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Agreement

An agreement effective the twenty-ninth day of October 2019, 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, 2022.

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/ancillary staff, 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 and whose employment is subject to the Michigan Teacher Tenure Act, as amended.

Section 1.3 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 1.4 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 1.5 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 1.6 Legal Rights. Nothing contained herein shall be construed to deny or restrict to any teachers/ancillary staff, the Association, or the Board, rights he/she or they may have under any state or federal laws or regulations.

2.0 Association, Teachers/Ancillary Staff, 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 same use 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 Voluntary Association Membership. Each bargaining unit member may join the Association and pay union dues or decide not to join the Association and not pay union dues.

2.16 Association Leave. On advance notification of not less than forty-eight (48) hours, as many as three teachers/ancillary staff 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. Please note, as required by law, compensation for such time shall be included in reportable compensation to MPERS if the Association or the employee reimburses the District for the associated MPERS costs.

Section 2.2 Teacher/Ancillary Staff 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'/ancillary staff rights and responsibilities. They further agree that they will not directly or indirectly discourage or deprive or coerce any teachers/ancillary staff 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.

Schedule B (Pay level granted according to schedule B salary charts)

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 Part-Time Bargaining Unit Members/Less than Full-Time Bargaining Unit Members.

The Board's 80/20 contribution shall end on June 30, 2019. Effective July 1, 2019 all bargaining unit employees assigned to an 80% FTE schedule or more, shall be eligible to receive the Board's hard cap contribution towards health care costs as identified in Schedule C Benefits or may elect to receive cash-in-lieu. Employees electing cash-in-lieu must sign a statement certifying that they have access to alternate coverage through another source, such as a spouse's employer, and will, upon request, provide verification of alternate coverage.

Employees assigned to a schedule of more than 40% FTE, but less than 80% FTE, shall receive a pro-rata contribution of cash-in-lieu based upon the percentage of FTE assigned.

Employees scheduled 50% and above are eligible to receive 100% of Pak B benefits. Employees scheduled 49% and below, will not be eligible for Pak B benefits.

All bargaining unit members who are full-time or less than full time shall be expected to attend all staff meetings, professional development activities, conferences, and other required functions. Less than full-time teachers shall have leave days pro-rated based on their percentage of scheduled time (example: 40% assignment receives 40% of accrued days).

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/ancillary staff within this bargaining unit shall be a tenured teacher/ancillary staff, 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/ancillary staff 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/ancillary staff shall be paid \$375 for their assistance to a mentee, with an additional \$25 to be paid to mentors of first-year teachers/ancillary staff. 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.

Section 3.2 Interpretation of the Salary Schedule A.

3.21 Certificate Column. A teacher/ancillary staff 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) Column 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) Column 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.

3.21(c) Column III - 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.

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

3.22 Salary Levels. Each salary level may represent one full school year of employment with the Board. Advancement from one salary level to the next may occur 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. Experience credit in addition to three (3) years may be awarded by the Board following consultation with the Association.

3.23 Payment for Courses.

3.23(a) For teachers/ancillary staff who have attained placement on the MA+30 column, the Board shall pay course fees for up to three semester hours per fiscal year.

3.23(c) The District shall reimburse each teacher/ancillary staff 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 26 pays beginning with the first pay period of the school year. Upon notification of retirement, the employee may elect to receive a salary lump sum payment in June.

3.24(a) This provision shall only apply to teachers/ancillary staff 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/ancillary staff 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, if inventory and billing are complete. The success of a team in the MHSAA tournament will not delay payment. 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/Ancillary staff 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.

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/ancillary staff 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/ancillary staff 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. 'School year' shall be established with the calendar.

3.27 Section 164h. In order to comply with Section 164h(1)(d) of the PA 108 of 2017, the Board shall adopt policies to comply with the statutory provision and shall communicate the details to all bargaining unit members before they take effect.

4.0 School Year, Weeks, Days and Hours

Section 4.1 On-Campus Hours. It is recognized that as professionals, teachers/ancillary staff 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 eight (8) minutes per day, including lunch period. In addition, the supervising principal shall be able to require a teacher's/ancillary staff presence at reasonable times to meet with parents, including parent-teacher conferences and staff meetings. All faculty members are encouraged to participate fully in extracurricular 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/ancillary staff need to work the identical periods during a given day or week.

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

4.12 Staff Meetings Beyond Regular Work Day. Two staff meetings, at which attendance of teachers/ancillary staff 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 rescheduled with 1-week notice. Upon mutual agreement between the principal(s) and the faculty involved, the frequency and the length of meetings may be changed. Two district inservice/additional PLC times per year, to be held immediately following the teacher duty day, not to exceed one hour in length, may be scheduled. These times may be scheduled separately by building and the content of the inservices may vary between elementary and secondary.

4.13 Parent-Teacher Conferences. Each teacher/ancillary staff 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/Ancillary staff who miss conferences for any reason shall make up missed conferences and shall have provided adequate prior notice to all affected parents. All teachers/ancillary staff 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.

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/ancillary staff 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/ancillary staff shall have to report for duty, and there shall be no diminution of pay. In the event a teacher/ancillary staff 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/Ancillary staff shall have the equivalent of one conference/preparation period per day of not less than 50 minutes. Teachers/ancillary staff 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/ancillary staff and his/her immediate supervisor provided such agreement does not impact any other teacher/ancillary staff 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/ancillary staff work load by regularly scheduling a class during the conference/preparation period, that teacher/ancillary staff 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/ancillary staff base salary (Schedule A) by 14% times the percentage of the school year the teacher/ancillary staff 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/ancillary staff work day (an extension of the teacher's/ancillary staff work day by the amount of time of the conference/preparation period).

Section 5.3 Substituting. No regularly assigned teacher/ancillary staff 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/ancillary staff 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 one-year probation period. At the conclusion of the one-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/ancillary staff 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/ancillary staff 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/ancillary staff participation in curriculum development is an important function and a professional responsibility. The teachers/ancillary staff 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/ancillary staff. The teacher/ancillary staff 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/ancillary staff shall have in any given semester. The number of preparations shall be distributed as equitably as possible within a discipline. Teachers/Ancillary staff teaching in multiple disciplines shall have no more than four preparations unless prior agreement is made with the individual teacher/ancillary staff 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/ancillary staff 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/ancillary staff 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/ancillary staff is primarily utilized to this end.

6.11 The Board and Association recognize the relation of physical facilities, class load and teacher/ancillary staff 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/ancillary staff 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/ancillary staff 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/Ancillary Staff Ratio.

The parties recognize that class size and pupil-teacher/ancillary staff 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 25
- b. 3, 4, 5 30
- 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/ancillary staff 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.

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/ancillary staff shall complete an overload payment request form and return it to their building administrator no later than the last scheduled teacher/ancillary staff work day of the semester. This section shall not apply to traditionally large group instruction classes, i.e. band, choir, and physical education.

Section 6.2 School and District Planning Processes.

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/Ancillary Staff 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'/Ancillary Staff 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/ancillary staff, 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/Ancillary staff 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 of Ancillary Staff

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) Ancillary Staff Involuntary Transfers. Ancillary staff 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.

Section 7.2(b) If a transfer occurs, the ancillary staff shall be granted a personal interview with the Superintendent or his/her representatives and shall have the opportunity to discuss the transfer and the reason such is required.

Section 7.2(c) No such transfers of ancillary staff shall take place after August 15th of the affected school year. This section 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 7.2(d) This section (7.2) shall not apply to ancillary staff 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 ancillary staff 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/ancillary staff on a leave of absence or a position in which retirement/resignation notice is received by the District on June 1 or later of the preceding year. The Board shall not be required to post temporary vacancies.

Section 8.2 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 8.3 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 8.4 Notification of Resignation. Resignations shall be in accordance with Section 38.111 of Tenure Act.

Section 8.5 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 8.6 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.

Regular, reliable and punctual attendance is an essential function of every assignment.

9.11 Accrued Days. Each ancillary staff/teacher shall be granted thirteen (13) leave days at the start of each school year or pro-rated at 1.3 days per month for ancillary staff/teachers starting after October 1 of any given year. Leave days shall not accrue while an ancillary staff/teacher is on leave under any provision of this section. All leave and accumulated accrued leave days shall discontinue upon termination of employment. If an ancillary staff/teacher has five or fewer absences (District approved professional development, jury duty, and association leave are exceptions) then one additional accrued day will be added at the conclusion of the school year.

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/ancillary staff for all unused accrued days at the following rates: \$10.00 per day for each day when leave days total between 0-99, \$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, \$50.00 per day for each day when leave days total between 250-299, \$60.00 per day for each day when leave days total between 300-349, and \$65.00 per day when leave days total 350 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 or FMLA. 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. Period of leave shall be only during calendared teacher/ancillary staff 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/ancillary staff is disabled and then only to the extent that a teacher/ancillary staff has accumulated accrued leave days.

9.13(b) District Initiated Leave. In the event the District has a reasonable belief that an employee's present ability to perform essential job functions is or will be impaired by a medical condition or that s/he will pose a direct threat due to a medical condition, the District reserves the right to require such employee, by written notice, to be examined by a health care provider acceptable to the District, at the District's expense. Such employee shall have the right to obtain a second opinion and be examined by a doctor of their choice.

9.13(c) In the event the District has reason to question the need for a leave, or continuation of a leave, the District reserves the right to require an employee, by written notice, to be examined by a healthcare professional acceptable to the District, at the District's expense. However, requests for second opinions for employees on FMLA leaves are governed by the FMLA. The District also reserves the right to require recertification during the leave period and medical certification of an employee's fitness to return to perform the essential functions of the employee's assignment at the expiration of a leave for the employee's serious health condition, illness or disability.

9.14 Necessity Leave. Accrued leave of three (3) days per year may be used for personal reasons as determined solely by the teacher/ancillary staff, 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. Any such day must be scheduled at least two (2) days in advance, except in case of emergency. The cost of a substitute shall be borne by the Board.

Section 9.2 Professional Leave Days. Each teacher/ancillary staff 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/ancillary staff 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/ancillary staff 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/ancillary staff 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/ancillary staff 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/ancillary staff 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/ancillary staff 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/ancillary staff 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/ancillary staff subpoenaed for any other matters shall be allowed the use of accrued leave time providing the teacher/ancillary staff has accumulated sufficient accrued leave, and has completed the proper leave forms in a timely fashion. Teachers/Ancillary staff 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 Military Duty. A written request for a leave of absence without pay shall be granted to any teacher/ancillary staff 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.

9.52 Extended Leave. Any teacher/ancillary staff on a temporary disability leave shall be able to take a leave of absence, of up to one calendar year, 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/ancillary staff. Any teacher/ancillary staff on a temporary disability leave shall be granted unpaid leave for the duration of the disability.

9.53 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, unless employee is on qualifying FMLA leave as the District will run concurrently the employee's accrued paid leave with the FMLA leave.

Section 9.6 Leave With or Without Pay.

9.61 Other Leave Under Ten Days. Any teacher/ancillary staff 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/ancillary staff 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/ancillary staff 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. Employees on approved FMLA leave shall be charged any FMLA days and/or available paid leave days when the District is closed due to inclement weather. If the district is required to make up days due to inclement weather, the employee will not be charged for that accrued leave day. Please see Appendix A for employee's rights and procedures under the FMLA. The most current FMLA form is attached as of the ratification date of the contract.

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, unless employee is on qualifying FMLA leave as the District will run concurrently the employee's accrued paid leave with the FMLA leave.

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 a final evaluation for ancillary staff using an evaluation tool appropriate to the employee job duties. The evaluation tool for ancillary staff will be mutually agreed upon by the Association and the Board. If there is no agreement, the evaluation tool for the ancillary staff from the previous year will be used. The evaluator shall indicate on the final evaluation whether the ancillary staff's performance for the year is satisfactory. The evaluation must be completed by June 1. Failure of the administration to meet the deadlines shall be deemed as granting the ancillary staff a satisfactory rating on the final evaluation.

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.

11.0 Protection of Teachers/Ancillary Staff

Section 11.1 Support by Board. The Board recognizes that it and its administrative staff must give needed support to its teachers/ancillary staff 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/ancillary staff or any case of a teacher/ancillary staff complained against or sued by reason of disciplinary action taken by a teacher/ancillary staff against a student shall be promptly reported to the Board. The Board shall provide legal counsel to advise the teacher/ancillary staff of his/her rights and obligations with respect to such case and the Board shall cooperate with the teacher/ancillary staff, law enforcement, and judicial authorities in taking steps to remedy the matter.

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

Section 11.4 Representation. Teachers/Ancillary staff shall be entitled to have present a representative of the Association during any disciplinary action. Teachers/Ancillary Staff shall be advised of this right before any action is taken.

Section 11.5 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.

Each teacher/ancillary staff 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/ancillary staff request, accompany the teacher/ancillary staff in such a review. The review shall be made in the presence of an administrator responsible for the safekeeping of the file.

Section 11.6 Freedom of Information Act (FOIA) Requests. The following subsections pertain only to information contained solely in a teacher's/ancillary staff personnel file, not to information available under FOIA rules and regulations and available from other sources within the District.

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

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

Section 11.7 School Safety Legislation – Reportable Crimes

Pursuant to 2005 Public Acts 129-131 and 138, all employees shall self-report to the District and the Michigan Department of Education (MDE) when arraigned/charged with certain identified crimes. Within three (3) business days of arraignment, the employee must report the arraignment/charge to the Superintendent, or the employee may be found guilty of an additional crime. The reportable crimes, and the MDE "Arrest/Arrestment Disclosure Form" are found in Appendix B.

12.0 Reduction of Ancillary 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 ancillary staff would be affected.

Section 12.2 Definition of “Qualified”. “Qualified” shall be defined per state and federal law. Ancillary staff shall maintain all necessary certifications and qualifications as defined by state and federal laws.

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/ancillary staff 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 ancillary staff, the office of the Superintendent shall offer the laid-off ancillary staff 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 An ancillary staff being recalled shall be so notified by certified mail sent to the ancillary staff last known address and shall have fifteen (15) days after date of mailing to indicate, in writing, the ancillary staff intent to return to work. Any ancillary staff 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 ancillary staff 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 ancillary staff who is laid off during the school year 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 ancillary staff 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/ancillary staff 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 teacher's 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/ancillary staff 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/ancillary staff 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. To the extent required by applicable law, 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/ancillary staff, a group of teachers/ancillary staff 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.

14.16 Just Cause. No non-probationary 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.

14.17 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 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/ancillary staff; however, written reason(s) for failure to re-employ shall be submitted to the teacher/ancillary staff 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/ancillary staff 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/ancillary staff.

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)/ancillary staff or beneficiaries of teacher(s)/ancillary staff 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/ancillary staff 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. If an Association Representative is not present at the Level One meeting, the Principal shall provide written notice of the filing of a grievance and the Level One

Decision to the Designated Building Representative of the Association within five (5) days of the Level One meeting.

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. If an Association Representative is not present at the Level Two meeting, the Superintendent shall provide the Designated Building Representative with a copy of the Level Two Decision at the same time and manner as the aggrieved.

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. If an Association Representative is not present at the Level Three meeting, the Board shall provide the Designated Building Representative with a copy of the Level Three Decision at the same time and manner as the aggrieved.

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/ancillary staff 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/ancillary staff 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 Resignation/Retirement Incentive

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

15.11 The member must earn more than \$68,000 based solely on their current placement on the appropriate salary schedule (excludes any type of supplemental payments).

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, any type of leave, or worker's compensation at the time early resignation/retirement is chosen unless the Board waives this restriction.

15.14 The Resignation/Retirement options noted in Section 15.0 in each year of this agreement shall be limited to the number of eligible members as follows:

Limit of (4) members per year and the retirement/resignation amount for these members is \$10,000.

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 15.14, 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 15.14 may be waived by the Board.

Section 15.2 Resignation/Retirement Notification. Notification of early resignation/retirement and a written resignation/retirement letter must be filed with the Superintendent's office prior to March 1 each year for resignation/retirement effective June 30 of the respective year unless the March 1 restriction is waived by the Board. In addition, eligible members may be required to sign a release agreement in a form satisfactory to the Board.

Section 15.3 Resignation/Retirement Options. Eligible members may choose one of the following three (3) early resignation/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 resignation/retirement, each person who resigns or retires 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) if the employee is eligible for accrued leave payout, no later than August 1, in the year of resignation/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 resignations/retirements occurred. The payment schedule shall be as indicated below.

15.31(d)(i) Resignations/retirements effective:

June 30, 2020/2021/2022: 1st Payment \$4,000, 2nd payment \$3,000, 3rd payment \$3,000

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 resigned employee or 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.

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/ancillary staff 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



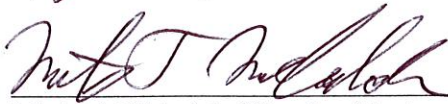
Kent Bollinger, President



Lynn VanSickle, President

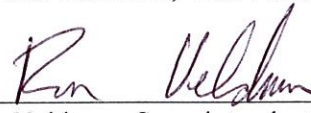


Talisha Bailey, Chief Negotiator



Michael Michalak, Vice President

Date: October 29, 2019



Ron Veldman, Superintendent

Schedule A

2019-20

Pay Level	BA	MA	MA + 30
1	40,389	42,536	44,683
2	41,411	43,763	46,115
3	42,434	44,990	47,546
4	43,456	46,217	48,978
5	44,479	47,444	50,409
6	45,501	48,671	51,841
7	46,524	49,898	53,272
8	47,546	51,125	54,704
9	48,569	52,352	56,135
10	49,591	53,579	57,567
11	50,614	54,806	58,998
12	51,636	56,033	60,430
13	52,659	57,260	61,861
14	53,681	58,487	63,293
15	54,704	59,714	64,724
16	55,726	60,941	66,156
17	56,749	62,168	67,587
18	57,771	63,395	69,019
19	58,794	64,622	70,450
20	59,816	65,849	71,882
21	60,839	67,076	73,313
22	61,861	68,303	74,745
23	62,884	69,530	76,176
24	63,906	70,757	77,608
25	64,929	71,984	79,039
26	65,951	73,211	80,471
27	66,974	74,438	81,902
28	67,996	75,665	83,334
29	69,019	76,892	84,765
30+	70,041	78,119	86,197

2020-21

<u>Pay Level</u>	<u>BA</u>	<u>MA</u>	<u>MA + 30</u>
1	41,298	43,493	45,688
2	42,343	44,748	47,153
3	43,389	46,002	48,616
4	44,434	47,257	50,080
5	45,480	48,511	51,543
6	46,525	49,766	53,007
7	47,571	51,021	54,471
8	48,616	52,275	55,935
9	49,662	53,530	57,398
10	50,707	54,785	58,862
11	51,753	56,039	60,325
12	52,798	57,294	61,790
13	53,844	58,548	63,253
14	54,889	59,803	64,717
15	55,935	61,058	66,180
16	56,980	62,312	67,645
17	58,026	63,567	69,108
18	59,071	64,821	70,572
19	60,117	66,076	72,035
20	61,162	67,331	73,499
21	62,208	68,585	74,963
22	63,253	69,840	76,427
23	64,299	71,094	77,890
24	65,344	72,349	79,354
25	66,390	73,604	80,817
26	67,435	74,858	82,282
27	68,481	76,113	83,745
28	69,526	77,367	85,209
29	70,572	78,622	86,672
30+	71,617	79,877	88,136

2021-22

<u>Pay Level</u>	<u>BA</u>	<u>MA</u>	<u>MA + 30</u>
1	42,227	44,472	46,716
2	43,296	45,755	48,214
3	44,365	47,037	49,710
4	45,434	48,320	51,207
5	46,503	49,602	52,703
6	47,572	50,886	54,200
7	48,641	52,169	55,697
8	49,710	53,451	57,194
9	50,779	54,734	58,689
10	51,848	56,018	60,186
11	52,917	57,300	61,682
12	53,986	58,583	63,180
13	55,055	59,865	64,676
14	56,124	61,149	66,173
15	57,194	62,432	67,669
16	58,262	63,714	69,167
17	59,332	64,997	70,663
18	60,400	66,279	72,160
19	61,470	67,563	73,656
20	62,538	68,846	75,153
21	63,608	70,128	76,650
22	64,676	71,411	78,147
23	65,746	72,694	79,643
24	66,814	73,977	81,139
25	67,884	75,260	82,635
26	68,952	76,542	84,133
27	70,022	77,826	85,629
28	71,090	79,108	87,126
29	72,160	80,391	88,622
30+	73,228	81,674	90,119

Schedule A - Notes

Merit Pay

2019-2020, 2020-2021, and 2021-2022, merit pay will occur for ancillary staff and teachers who receive an effective or highly effective evaluation ranking in the previous school year.

Merit pay for 2019-2020 shall be fifty dollars (\$50). Merit pay for 2020-2021 shall be fifty dollars (\$50). Merit pay for 2021-2022 shall be fifty dollars (\$50).

COLUMN/LANE SHIFTS:

Employees who have met the requirements to advance to the next column/lane will shift to the pay level in the new column/lane at the next higher level wage amount from their current pay level. In addition, they will advance one level in the new column/lane. This shift and level advancement will be made prior to any annual pay level advancement which may occur with the entire membership for the following school year on a different pay schedule.

Example: An employee in the BA column on Level 15 in 2019-2020 obtains their master’s degree prior to the start of the 2020-2021 school year. The employee will be placed in the MA column on Level 11 as the next higher pay level amount in the new column/lane. The employee would then advance one pay level (Level 12), prior to any pay level advancement that may occur on a different pay schedule for the entire membership for the 2020-2021 school year.

2019-2020 Wage - BA Pay Level 15 \$ 54,200

2020-2021 Wage – MA Pay Level 13 \$ 57,700

- Shift to next highest pay level in MA column (Pay Level 11: 54,450)
- Move up one pay level (Pay Level 12: \$55, 650.)
- Advance one pay level with entire membership for 2020-2021 school year on new schedule (Pay Level 13: \$57,700)

Calendar/Schedule

Student day will be reduced by five (5) minutes from the current 2015-2016 schedule beginning with the 2016-2017 school year. Both sides agree adjustments will be made to receive full foundation funding from the State of Michigan. Both sides also agree that if the laws around the school start date changes, if both sides are interested, they will discuss modifications to the calendar.

2019-2020

The value of the levels will increase by 2.25% over the previous year. Individuals will advance one level from the 2018-19 school year. The Board guarantees these two components which will take effect prospectively from the effective date of the ratified successor agreement. The salary schedule will reflect a correction to the typographical mistake from the expired contract which affected MA+30 column, levels 26-30 over the last four years. All wage adjustments will be prospective, prorated as of the day following mutual ratification. New staff for 2019-2020 will be placed on the level which they were hired.

2020-2021

The value of the levels will increase by 2.25% over the previous year. Level advancement will be granted for the beginning of the 2020-2021 school year.

2021-2022

The value of the levels will increase by 2.25% over the previous year. Level advancement will be granted for the beginning of the 2021-22 school year.

Schedule B – Extracurricular Assignments

Baseball, Head	8%	Annual	2%, 4%**
Baseball, Assistant	6%	Class Sponsor, Senior Class	2%
Bowling, Boys/Girls	6%	Class Sponsor, Junior Class	2%
Softball, Head	8%	Student Council, HS	4%
Softball, Assistant	6%	Student Council, MS	2%
Basketball, Boys/Girls, Head	13%	Student Council, EL	2%
Basketball, Boys/Girls, Assistant	8%	Plays, HS Director	6%
Basketball A/B, 7 th , 8 th	5%	Plays, HS Assistant	2%
Track, Boys/Girls, Head HS	9%	Musical Stage Director, HS	9%
Track, Assistant HS	6%	Musical Instrumental Director, HS	4% ***
Track, Boys/Girls, Head MS	5%	Musical Vocal Director, HS	5% ***
Track Assistant MS	4%	Musical Director, MS	5%
Cross Country, Boys/Girls, Head	6%	Elementary Choir	2%
Cross Country, Boys/Girls, Asst.	4%	Show Choir, HS	2%
Cross Country, Boys/Girls MS	4%	Jazz/Pep Band	3%**
Football, Head	13%	Music Dept. Head	3%
Football, Assistant	8%	Flag Corps Director	1%
Golf, Boys/Girls, Head	6%	Instrumental Music Assistant, HS	3%*
Golf Assistant	4%	Noon Recreation, HS	4%
Tennis, Boys/Girls, Head	6%	Noon Recreation, MS	4%
Tennis Assistant	4%	FFA	7%
Wrestling, Head	10%	National Honor Society	3%
Wrestling, Assistant	6%	STEM Club Elementary	2%
Wrestling, MS	5%	STEM Club MS	2%
Volleyball, Head	10%	STEM Club HS	3%
Volleyball, Assistant	6%	Curriculum Council Chairperson	\$1500
Volleyball, 7 th	5%		
Volleyball, 8 th	5%		
Soccer, Boys/Girls, Head	8%		
Soccer, Boys/Girls, Assistant	6%		
Performance Dance, HS	4%		
Cheerleading, HS Fall Sideline	4%		
Cheerleading, Competitive, Head	6%		
Cheerleading, MS	2%		

* If other than the Junior High Instrumental Teacher
 ** Extra duty only when not offered as a class assignment

*** 8% if carrying out combined instrumental and vocal duties

Other Compensation Non-Schedule B

Hourly work/extended day meetings \$20 per hour

Hourly Instructional rate \$25 per hour

Summer Conference/Daily rate – to be determined

Schedule B – Compensation Schedule

*Rates rounded to nearest ten dollars

2019-20			Base											
Schedule B			\$28,158											
Experience Index		1%	2%	3%	4%	5%	6%	7%	8%	9%	10%	11%	12%	13%
0	1.25	\$352	\$704	\$1,056	\$1,408	\$1,760	\$2,112	\$2,464	\$2,816	\$3,168	\$3,520	\$3,872	\$4,224	\$4,576
1	1.3	\$366	\$732	\$1,098	\$1,464	\$1,830	\$2,196	\$2,562	\$2,928	\$3,294	\$3,661	\$4,027	\$4,393	\$4,759
2	1.35	\$380	\$760	\$1,140	\$1,521	\$1,901	\$2,281	\$2,661	\$3,041	\$3,421	\$3,801	\$4,181	\$4,562	\$4,942
3	1.4	\$394	\$788	\$1,183	\$1,577	\$1,971	\$2,365	\$2,759	\$3,154	\$3,548	\$3,942	\$4,336	\$4,731	\$5,125
4	1.45	\$408	\$817	\$1,225	\$1,633	\$2,041	\$2,450	\$2,858	\$3,266	\$3,675	\$4,083	\$4,491	\$4,899	\$5,308
5	1.5	\$420	\$840	\$1,270	\$1,690	\$2,110	\$2,530	\$2,960	\$3,380	\$3,800	\$4,220	\$4,650	\$5,070	\$5,490
6	1.6	\$450	\$900	\$1,350	\$1,800	\$2,250	\$2,700	\$3,150	\$3,600	\$4,050	\$4,510	\$4,960	\$5,410	\$5,860
7	1.7	\$480	\$960	\$1,440	\$1,910	\$2,390	\$2,870	\$3,350	\$3,830	\$4,310	\$4,790	\$5,270	\$5,740	\$6,220
8	1.8	\$510	\$1,010	\$1,520	\$2,030	\$2,530	\$3,040	\$3,550	\$4,050	\$4,560	\$5,070	\$5,580	\$6,080	\$6,590
9	1.9	\$540	\$1,070	\$1,610	\$2,140	\$2,680	\$3,210	\$3,750	\$4,280	\$4,820	\$5,350	\$5,890	\$6,420	\$6,960
10	2	\$560	\$1,130	\$1,690	\$2,250	\$2,820	\$3,380	\$3,940	\$4,510	\$5,070	\$5,630	\$6,190	\$6,760	\$7,320
15	2.2	\$620	\$1,240	\$1,860	\$2,480	\$3,100	\$3,720	\$4,340	\$4,960	\$5,580	\$6,190	\$6,810	\$7,430	\$8,050
20	2.4	\$680	\$1,350	\$2,030	\$2,700	\$3,380	\$4,050	\$4,730	\$5,410	\$6,080	\$6,760	\$7,430	\$8,110	\$8,790
For 2019-20, employees on levels 0-3 will move to the new schedule but remain on the same level (0-3) for the year. Those employees at level 4 and above will advance one additional salary level for the 2019-20 school year.														

2020-22			Base											
Schedule B			\$28,721											
Experience Index		1%	2%	3%	4%	5%	6%	7%	8%	9%	10%	11%	12%	13%
0	1.25	\$359	\$718	\$1,077	\$1,436	\$1,795	\$2,154	\$2,513	\$2,872	\$3,231	\$3,590	\$3,949	\$4,308	\$4,667
1	1.3	\$373	\$747	\$1,120	\$1,494	\$1,867	\$2,240	\$2,614	\$2,987	\$3,360	\$3,734	\$4,107	\$4,481	\$4,854
2	1.35	\$388	\$775	\$1,163	\$1,551	\$1,939	\$2,326	\$2,714	\$3,102	\$3,490	\$3,877	\$4,265	\$4,653	\$5,041
3	1.4	\$402	\$804	\$1,206	\$1,608	\$2,010	\$2,413	\$2,815	\$3,217	\$3,619	\$4,021	\$4,423	\$4,825	\$5,227
4	1.45	\$416	\$833	\$1,249	\$1,666	\$2,082	\$2,499	\$2,915	\$3,332	\$3,748	\$4,165	\$4,581	\$4,997	\$5,414
5	1.5	\$431	\$862	\$1,292	\$1,723	\$2,154	\$2,585	\$3,016	\$3,447	\$3,877	\$4,308	\$4,739	\$5,170	\$5,601
6	1.6	\$460	\$919	\$1,379	\$1,838	\$2,298	\$2,757	\$3,217	\$3,676	\$4,136	\$4,595	\$5,055	\$5,514	\$5,974
7	1.7	\$488	\$977	\$1,465	\$1,953	\$2,441	\$2,930	\$3,418	\$3,906	\$4,394	\$4,883	\$5,371	\$5,859	\$6,347
8	1.8	\$517	\$1,034	\$1,551	\$2,068	\$2,585	\$3,102	\$3,619	\$4,136	\$4,653	\$5,170	\$5,687	\$6,204	\$6,721
9	1.9	\$546	\$1,091	\$1,637	\$2,183	\$2,729	\$3,274	\$3,820	\$4,366	\$4,911	\$5,457	\$6,003	\$6,548	\$7,094
10	2	\$574	\$1,149	\$1,723	\$2,298	\$2,872	\$3,447	\$4,021	\$4,595	\$5,170	\$5,744	\$6,319	\$6,893	\$7,468
15	2.2	\$632	\$1,264	\$1,896	\$2,527	\$3,159	\$3,791	\$4,423	\$5,055	\$5,687	\$6,319	\$6,951	\$7,582	\$8,214
20	2.4	\$689	\$1,379	\$2,068	\$2,757	\$3,447	\$4,136	\$4,825	\$5,514	\$6,204	\$6,893	\$7,582	\$8,272	\$8,961

Schedule B – Notes

- (a) Amounts indicated on the compensation schedules shall be based on \$28,158 in 2019-2020, \$28,721 in 2020-2022.
- (b) Schedule B pay levels will correspond to above compensation schedules by year with pay levels granted per year except as noted for 2019-2020 schedule.
- (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) “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.
- (h) 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.
- (i) 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.
- (j) 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

The option for all employees eligible for medical plan benefits will be the MESSA ABC Plan 1. The Board’s 80/20 contribution shall end on June 30, 2019. Effective July 1, 2019, and continuing through December 31, 2019, unless otherwise agreed, the current contract language shall continue regarding payroll deductions for HSA accounts and insurance premiums, meaning that the Employer will make its contributions first toward the HSA accounts and any remaining amount toward the employees’ insurance premiums.

The parties agree that the Employer will not pay any contribution from employees’ payroll in the month of December 2019 relating to HSA contributions in the 2020 calendar year. Effective January 1, 2020 and each January 1 beyond, the District’s monthly contributions shall be limited to 1/12th of the annual amount established by the State of Michigan Department of Treasury for the respective calendar year. Amounts for healthcare costs exceeding the Board contributions are the responsibility of the enrolled employee and will be payroll deducted. Payroll deduction shall be available for all additional programs as mutually agreed.

The Association shall determine the plans to be offered and the Board will negotiate with the Association when choosing the level of benefits and the carrier(s) of the insurance programs and the Board shall be the policyholder of such plans as required by the Revised School Code. The District will allow an annual reconsideration of the insurance carrier and plans offered so long as the Association provides written notice of such no later than October 1 of each year. Should the parties decide to make a change to the carrier or plans offered, the Association may request a reopener for the sole purpose of modifying the plans offered and any modification or change needs to be mutually agreed upon by the parties no later than November 1 of each year. There shall be no resulting increase to the Board’s contribution levels as a result of the reopener.

An employee on an unpaid leave of absence shall have such fringe benefits as are available to the extent allowed by the carrier, provided said employee reimburses the District the cost of the benefits. An employee on an unpaid leave under the Family and Medical Leave Act shall be entitled to paid insurance benefits as provided by the law.

FTE less than 80%, refer to section 3.12 regarding Health Insurance.

Plan A	Plan B
<p>Health Insurance</p> <p>MESSA ABC Plan 1</p> <p>ABC Rx Prescription Card</p> <p>\$1,350/\$2,700 deductible (reviewed each calendar year by the IRS, so may increase due to Federal Law)</p> <p>See Schedule C for other important provisions</p>	<p>Cash in Lieu of Insurance \$4,800</p> <p>*Prorated for less than 80% FTE</p> <p>Employees electing cash-in-lieu must sign a statement certifying that they have access to alternate coverage through another source, such as a spouse’s employer, and will, upon request, provide verification of alternate coverage.</p>

<p>Long Term Disability 70% of salary \$5,000 maximum/month 90 calendar day modified fill Pre-existing condition waiver Freeze on offsets</p>	<p>Same as Plan A</p>
<p>Alcoholism/Drug/Mental/ Nervous – same as any other illness Maternity Coverage, Rehabilitation Benefits</p>	
<p>Dental Insurance Delta Dental Plan 0468- 0001 90/90/90/90 Internal and External Coordination of Benefits Class I, II, III Benefits \$2,000 Ortho/Adult Ortho \$3,000, Rider Sealants</p>	<p>Same as Plan A</p>
<p>Member Life Insurance \$45,000 per teacher/ancillary staff</p>	<p>Same as Plan A</p>
<p>Vision VSP-3 Plus, July to July</p>	<p>Same as Plan A</p>

Schedule C – Notes

1. Teachers/Ancillary staff 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/ancillary staff, the Board shall pay the cost of Schedule C for six (6) months, or until the following June, whichever is longer.
3. In the event that a teacher/ancillary staff 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/Ancillary staff leaving employment between the end of the teacher duty year, and the start of the next following teacher/ancillary staff duty year, shall continue to receive the insurance provided by Schedule C through the month of August. New employees who qualify shall receive insurance effective September 1. If a teacher/ancillary staff 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/ancillary staff 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/ancillary staff 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)/ancillary staff or beneficiaries of teacher(s)/ancillary staff 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 current district's Section 125 Options plan.

Schedule D

2019-2020			Coopersville Area Public Schools Calendar					2019-2020										
			July															
			Mon	Tues	Wed	Thurs	Fri	Teacher			January							
			1	2	3	4	5	Days	Days	Days	20	20	20	Mon	Tues	Wed	Thurs	Fri
			8	9	10	11	12				20	20	20	6	7	8	9	10
			15	16	17	18	19				20	20	20	13	14	15	16	17
			22	23	24	25	26				20	20	20	20	21	22	23	24
			29	30	31						20	20	20	27	28	29	30	31
			August															
			Mon	Tues	Wed	Thurs	Fri	Teacher			February							
			7	4	4	1	2	Days	Days	Days	18	18	18	Mon	Tues	Wed	Thurs	Fri
			5	6	7	8	9				18	18	18	3	4	5	6	7
			12	13	14	15	16				18	18	18	10	11	12	13	14
Teachers start 8/19			19	20	21	22	23				18	18	18	17	18	19	20	21
Students start 8/26			26	27	28	29	30				18	18	18	24	25	26	27	28
			September															
			Mon	Tues	Wed	Thurs	Fri	Teacher			March							
			20	20	20	2	3	Days	Days	Days	22	22	22	Mon	Tues	Wed	Thurs	Fri
			2	3	4	5	6				22	22	22	2	3	4	5	6
			9	10	11	12	13				22	22	22	9	10	11	12	13
			16	17	18	19	20				22	22	22	16	17	18	19	20
			23	24	25	26	27				22	22	22	23	24	25	26	27
			30								22	22	22	30	31			
			October															
			Mon	Tues	Wed	Thurs	Fri	Teacher			April							
			23	23	23	3	4	Days	Days	Days	16	16	16	Mon	Tues	Wed	Thurs	Fri
			7	8	9	10	11				16	16	16	6	7	8	9	10
			14	15	16	17	18				16	16	16	13	14	15	16	17
			21	22	23	24	25				16	16	16	20	21	22	23	24
			28	29	30	31					16	16	16	27	28	29	30	
			November															
			Mon	Tues	Wed	Thurs	Fri	Teacher			May							
			18	18	18	4	1	Days	Days	Days	20	20	20	Mon	Tues	Wed	Thurs	Fri
			4	5	6	7	8				20	20	20	4	5	6	7	8
			11	12	13	14	15				20	20	20	11	12	13	14	15
			18	19	20	21	22				20	20	20	18	19	20	21	22
			25	26	27	28	29				20	20	20	25	26	27	28	29
			December															
			Mon	Tues	Wed	Thurs	Fri	Teacher			June							
			15	15	15	5	6	Days	Days	Days	4	4	4	Mon	Tues	Wed	Thurs	Fri
			2	3	4	5	6				4	4	4	1	2	3	4	5
			9	10	11	12	13				4	4	4	8	9	10	11	12
			16	17	18	19	20				4	4	4	15	16	17	18	19
			23	24	25	26	27				4	4	4	22	23	24	25	26
			30	31							4	4	4	29	30			
			Conferences															
			<u>Elementary</u>		<u>Middle School/High School</u>													
			Week of November 4		Week of October 14													
			Week of February 10		Week of February 10													
			Denotes Half Day for Students															
			Denotes No School for Students or Staff															
			Denotes End of Marking Period															
			Records Days															
			January 17 - 1/2 Records Day (PM)															
			June 4 - 1/2 Records Day (PM)															
			Professional Development															
			Monday, Aug. 19, 2019															
			Tuesday, Aug. 20, 2019															
			Wednesday, Aug. 21, 2019															
			Friday, Oct. 4, 2019 (1/2 Day PD)															
			Friday, Nov. 8, 2019 (1/2 Day PD)															
			Friday, Dec. 20, 2019 (1/2 Day PD)															
			Friday, Feb. 14, 2020 (1/2 Day PD)															
			Open House															
			Aug. 21 - 5:30 - 7:00 pm															
			10/25/2019 End of 1st Quarter															
			1/17/2020 End of 1st Sem.															
			3/27/2020 End of 3rd Quarter															

2020-2021								Coopersville Area Public Schools Calendar								2020-2021				
			July																	
			Mon	Tues	Wed	Thurs	Fri				January									
					1	2	3				Mon	Tues	Wed	Thurs	Fri					
			6	7	8	9	10				4	5	6	7	8					
			13	14	15	16	17				11	12	13	14	15					
			20	21	22	23	24				18	19	20	21	22					
			27	28	29	30	31				25	26	27	28	29					
			August								February									
Teacher	Student	Student	Mon	Tues	Wed	Thurs	Fri				Mon	Tues	Wed	Thurs	Fri					
Days	Days	Days									19	19	19							
5	1	1	3	4	5	6	7				1	2	3	4	5					
			10	11	12	13	14				8	9	10	11	12					
			17	18	19	20	21				15	16	17	18	19					
Teachers start 8/24			24	25	26	27	28				22	23	24	25	26					
Students start 8/31			31																	
			September								March									
Teacher	Student	Student	Mon	Tues	Wed	Thurs	Fri				Mon	Tues	Wed	Thurs	Fri					
Days	Days	Days									23	23	23							
20	20	20	7	8	9	10	11				1	2	3	4	5					
			14	15	16	17	18				8	9	10	11	12					
			21	22	23	24	25				15	16	17	18	19					
			28	29	30						22	23	24	25	26					
											29	30	31							
			October								April									
Teacher	Student	Student	Mon	Tues	Wed	Thurs	Fri				Mon	Tues	Wed	Thurs	Fri					
Days	Days	Days									16	16	16							
22	22	22	5	6	7	8	9				1	2	3	4	5					
			12	13	14	15	16				12	13	14	15	16					
			19	20	21	22	23				19	20	21	22	23					
			26	27	28	29	30				26	27	28	29	30					
			November								May									
Teacher	Student	Student	Mon	Tues	Wed	Thurs	Fri				Mon	Tues	Wed	Thurs	Fri					
Days	Days	Days									20	20	20							
18	18	18	2	3	4	5	6				3	4	5	6	7					
			9	20	11	12	13				10	11	12	13	14					
			16	17	18	19	20				17	18	19	20	21					
			23	24	25	26	27				24	25	26	27	28					
			30								31									
			December								June									
Teacher	Student	Student	Mon	Tues	Wed	Thurs	Fri				Mon	Tues	Wed	Thurs	Fri					
Days	Days	Days									7	7	7							
14	14	14	7	8	9	10	11				1	2	3	4						
			14	15	16	17	18				8	9	10	11						
			21	22	23	24	25				15	16	17	18						
			28	29	30	31					21	22	23	24	25					
											28	29	30							
			Conferences								Records Days									
			<u>Elementary/Middle School</u>		<u>High School</u>						184.0 180.0 180.0 2020-21									
			Week of Nov. 2		Week of Oct. 26						June 9 - 1/2 Records Day (PM)									
			Week of Feb. 8		Week of Feb. 8						Aug. 26 - 5:30 - 7:00 pm									
			Denotes Half Day for Students								Professional Development									
			Denotes No School for Students or Staff								Monday, Aug. 24, 2020									
			Denotes End of Marking Period								Tuesday, Aug. 25, 2020									
											Wednesday, Aug. 26, 2020									
											Thursday, Aug. 27, 2020									
											Friday, Oct. 9, 2020 (1/2 Day PD)									
											Friday, Nov. 6, 2020 (1/2 Day PD)									

2020-2021										Coopersville Area Public Schools Calendar										2020-2021																																																																																																																									
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			Tuesday, Aug. 24, 2021										12/17/2021 End of 1st Sem.	
			Wednesday, Aug. 25, 2021										3/25/2022 End of 3rd Quarter	
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			Friday, Oct. 7, 2022 (1/2 Day PD)									
			Friday, Nov. 11, 2022 (1/2 Day PD)									

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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.
 - 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 (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.

Appendix A

EMPLOYEE RIGHTS UNDER THE FAMILY AND MEDICAL LEAVE ACT

THE UNITED STATES DEPARTMENT OF LABOR WAGE AND HOUR DIVISION

LEAVE ENTITLEMENTS

Eligible employees who work for a covered employer can take up to 12 weeks of unpaid, job-protected leave in a 12-month period for the following reasons:

- The birth of a child or placement of a child for adoption or foster care;
- To bond with a child (leave must be taken within one year of the child's birth or placement);
- To care for the employee's spouse, child, or parent who has a qualifying serious health condition;
- For the employee's own qualifying serious health condition that makes the employee unable to perform the employee's job;
- For qualifying exigencies related to the foreign deployment of a military member who is the employee's spouse, child, or parent.

An eligible employee who is a covered servicemember's spouse, child, parent, or next of kin may also take up to 26 weeks of FMLA leave in a single 12-month period to care for the servicemember with a serious injury or illness.

An employee does not need to use leave in one block. When it is medically necessary or otherwise permitted, employees may take leave intermittently or on a reduced schedule.

Employees may choose, or an employer may require, use of accrued paid leave while taking FMLA leave. If an employee substitutes accrued paid leave for FMLA leave, the employee must comply with the employer's normal paid leave policies.

While employees are on FMLA leave, employers must continue health insurance coverage as if the employees were not on leave.

Upon return from FMLA leave, most employees must be restored to the same job or one nearly identical to it with equivalent pay, benefits, and other employment terms and conditions.

An employer may not interfere with an individual's FMLA rights or retaliate against someone for using or trying to use FMLA leave, opposing any practice made unlawful by the FMLA, or being involved in any proceeding under or related to the FMLA.

BENEFITS & PROTECTIONS

ELIGIBILITY REQUIREMENTS

An employee who works for a covered employer must meet three criteria in order to be eligible for FMLA leave. The employee must:

- Have worked for the employer for at least 12 months;
- Have at least 1,250 hours of service in the 12 months before taking leave;* and
- Work at a location where the employer has at least 50 employees within 75 miles of the employee's worksite.

*Special "hours of service" requirements apply to airline flight crew employees.

REQUESTING LEAVE

Generally, employees must give 30-days' advance notice of the need for FMLA leave. If it is not possible to give 30-days' notice, an employee must notify the employer as soon as possible and, generally, follow the employer's usual procedures.

Employees do not have to share a medical diagnosis, but must provide enough information to the employer so it can determine if the leave qualifies for FMLA protection. Sufficient information could include informing an employer that the employee is or will be unable to perform his or her job functions, that a family member cannot perform daily activities, or that hospitalization or continuing medical treatment is necessary. Employees must inform the employer if the need for leave is for a reason for which FMLA leave was previously taken or certified.

Employers can require a certification or periodic recertification supporting the need for leave. If the employer determines that the certification is incomplete, it must provide a written notice indicating what additional information is required.

EMPLOYER RESPONSIBILITIES

Once an employer becomes aware that an employee's need for leave is for a reason that may qualify under the FMLA, the employer must notify the employee if he or she is eligible for FMLA leave and, if eligible, must also provide a notice of rights and responsibilities under the FMLA. If the employee is not eligible, the employer must provide a reason for ineligibility.

Employers must notify its employees if leave will be designated as FMLA leave, and if so, how much leave will be designated as FMLA leave.

ENFORCEMENT

Employees may file a complaint with the U.S. Department of Labor, Wage and Hour Division, or may bring a private lawsuit against an employer.

The FMLA does not affect any federal or state law prohibiting discrimination or supersede any state or local law or collective bargaining agreement that provides greater family or medical leave rights.

For additional information or to file a complaint:

1-866-4-USWAGE

(1-866-487-9243) TTY: 1-877-889-5627

www.dol.gov/whd

U.S. Department of Labor | Wage and Hour Division



Appendix B

Reportable Crimes List

**School Safety Legislation
Reportable Crimes List**

- (a) Any felony.
- (b) Any of the following misdemeanors:
 - (i) Criminal sexual conduct in the fourth degree or an attempt to commit criminal sexual conduct in the fourth degree.
 - (ii) Child abuse in the third or fourth degree or an attempt to commit child abuse in the third or fourth degree.
 - (iii) A misdemeanor involving cruelty, torture, or indecent exposure involving a child.
 - (iv) A misdemeanor violation of section 7410 of the public health code, 1978 PA 368, MCL 333.7410.
 - (v) A violation of section 115, 141a, 335a, or 359 of the Michigan penal code, 1931 PA 328, MCL 750.115, 750.141a, 750.335a, and 750.359; or a misdemeanor violation of section 81, 81a, or 145d of the Michigan penal code, 1931 PA 328, MCL 750.81, 750.81a, and 750.145d.
 - (vi) A misdemeanor violation of section 701 of the Michigan liquor control code of 1998, 1998 PA 58, MCL 436.1701.
 - (vii) Any misdemeanor that is a listed offense. (Listed offense means that term as defined in section 2 of the sex offenders registration act MCL 761.1)
- (c) A violation of a substantially similar law of another state, of a political subdivision of this state or another state, or of the United States.

MCL 380.1230d; MCL 380.1535a; MCL 380.1539

Arraignment Disclosure Form

(School District or Non-Public School Name)

Name (Please Print)

School Name (Please Print)

School District (Please Print)

Position (Please Print)

Date of Arraignment (Please Print)

Pursuant to Public Act 131 of 2005, I, hereby disclose that I was arraigned on the
aforementioned date for the criminal offense of _____

in _____ Court, located in the State of
_____, County of _____.

In signing this form, I acknowledge that I understand that failure to disclose this information is a violation of Public Act 131 and can result in action being taken relative to my certification and/or employment.

In signing this form, I acknowledge that I understand that should I be convicted of or pled guilty or nolo contendere (no contest) nor am I the subject of a finding of guilt by a judge or jury, it is my responsibility to disclose to the court that I am employed by a school, public or non-public. I also understand that if I am subsequently not convicted of any crime after the completion of judicial proceedings resulting from that charge, I must request, in writing, that the Michigan Department of Education and the employing school/district delete the report from my records.

Signature Date

Send Form to: Mrs. Stephanie Whiteside , Director
Office of Professional Preparation Services
P.O. Box 30008
Lansing, Michigan 48909