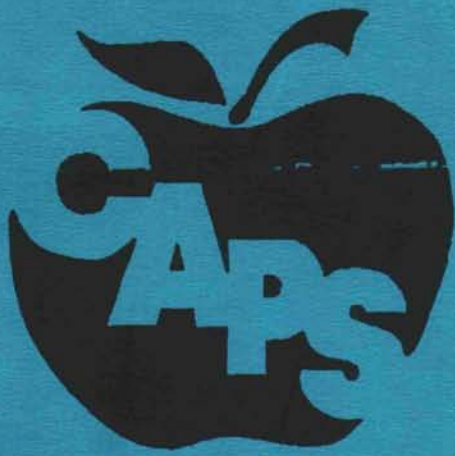


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*Coopersville Area Public Schools*

# Coopersville Area Public Schools

**PUBLIC EMPLOYEE RELATIONS CONTRACT**

*between*

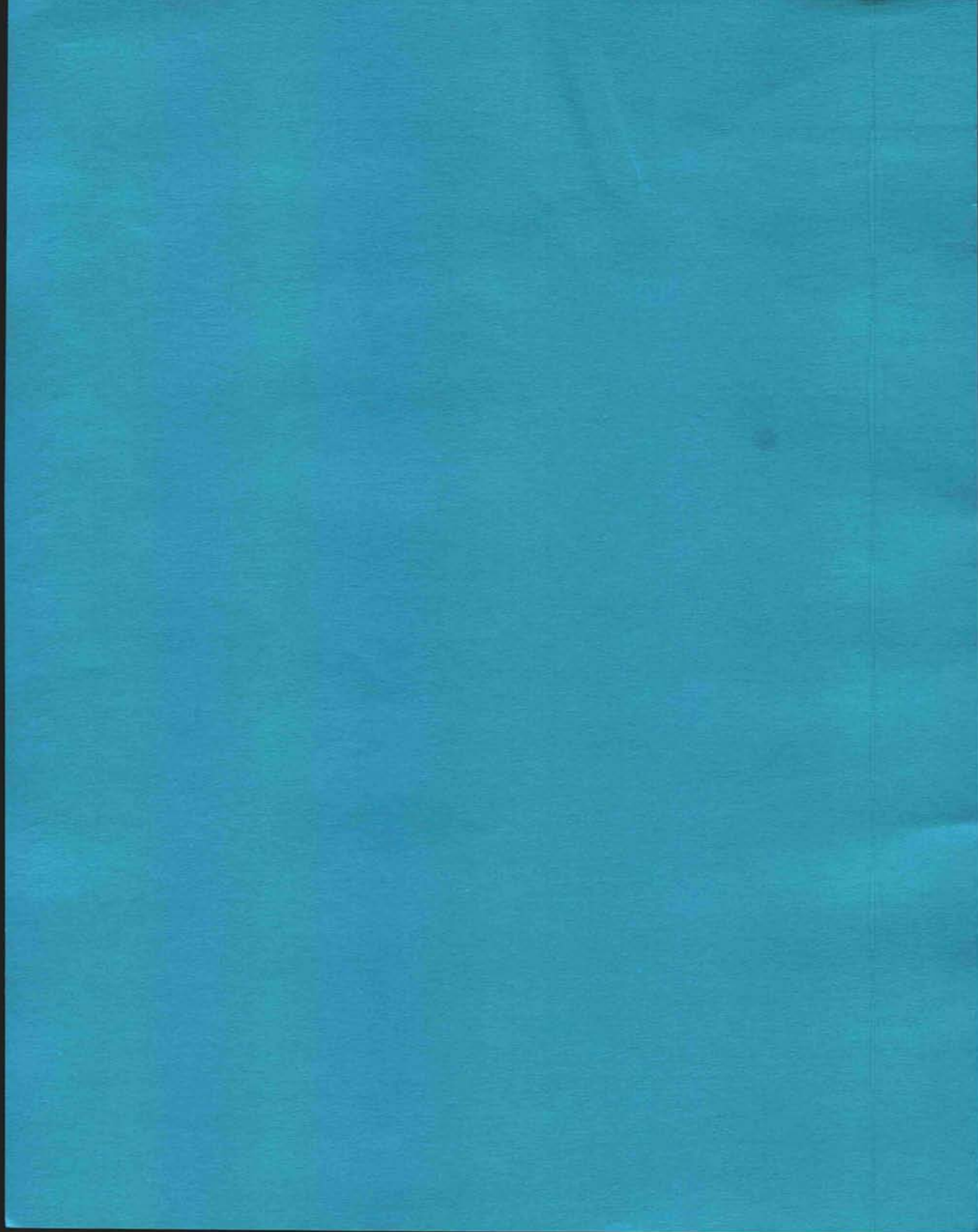
**THE COOPERSVILLE AREA PUBLIC SCHOOLS**

*and*

**THE COOPERSVILLE EDUCATION ASSOCIATION**

*Effective through August 19, 2003*

Michigan State University  
LABOR AND INDUSTRIAL  
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## Table of Contents

<u>Title</u>	<u>Section</u>	<u>Page</u>
Accrued Days	9.11	15
Additional Duty Assignments	5.5	9
Adoptive Parenting	9.56	16
Advisory Committee for Evaluation Forms	10.13	18
Agency Shop	2.15	2
Agreements Contrary to Law	16.0	27
Aides	5.9	9
Arbitration (Level Four)	14.44	24
Arbitrator's Powers	14.45	25
Assignments of Extra Duty Assignments	5.6	9
Assignment of Teacher to Grade or Subject	7.4	13
Association Access	2.13	2
Association Information	2.14	2
Association Leave	2.16	3
Association Rights	2.1	2
Bargaining Representation and Ratification	13.3	22
Board Defined	1.3	1
Board Rights	2.3	3
Calendar (K-12)	Schedule D	
Certificate Columns of Schedule A	3.21	4
Class Standards	6.1	11
Collective Bargaining Unit Defined	1.1	1
Commencement of Contract Negotiations	13.2	22
Community Education		
Hourly Instructors	1.1	1
Compensation for Association Negotiators	13.4	22
Costs of Arbitration	14.46	25
Curriculum Development	5.8	9
Definitions:		
Aggrieved Person	14.12	23
Days for Grievance	14.13	23
Designated Representatives of Board	14.14	23
Designated Representatives of Association	14.15	23
Grievance	14.11	23
Levels	3.21	4
Qualified	12.2	20
Teacher	1.2	1
Temporary Vacancy	8.1	14
Transfer	7.1	13
Years of Service	3.22	5
Dental Insurance	Schedule C	
Disability Leave – Temporary	9.13	15
Dues	2.15	2
Duty Days	4.4	8
Early Retirement Incentive	15.0	26
Educational Review Committee	3.23	5
Elementary (K-5) Preparation Period	5.2	9
Eligibility for Early Retirement	15.1	26

<u>Title</u>	<u>Section</u>	<u>Page</u>
Employee Benefits	Schedule C	
Evaluation of Work Performance	10.1	18
Evaluation Form	Schedule E	
Extended Employment Rates	3.27	6
Extended Leave	9.54	16
Extra Duty Assignments	8.7	14
Additional Duty Assignments	5.5	9
Assignment to Extra Duty	5.6	9
Extra Duty Pay	Schedule B	
Extra Duty Pay Periods	3.25(c)	6
Generic Service Credit Purchase	3.28	6
Grade or Subject Assignment	7.4	13
Grievable Matters	14.21	23
Grievance Exclusions	14.2	23
Grievance Procedures:	14.0	23
Definitions	14.1	23
Exclusions	14.2	23
Purposes	14.3	23
Procedures	14.4	24
Health Insurance	Schedule C	
Illness, Injury or Bereavement Leave	9.12	15
Individual Rights in Filing Grievances	14.33	24
Insurance Provisions	Schedule C	
Interpretation of Salary Schedule A	3.2	4
Involuntary Transfers	7.2	13
Jury Duty	9.4	16
Just Cause	11.4	19
Layoff Procedure	12.3	20
Leave Days Accrued Per Year	9.11	15
Leave Incentive	9.53	16
Leave Policy	9.0	15
Leave With or Without Pay	9.6	16
Leave With Pay	9.1	15
Leave Without Pay	9.5	16
Legal Rights	1.5	1
Legal Rights of Teacher	11.2	19
Legal Services Plan	Schedule C	
Lesson Plans	5.7	7
Life Insurance	Schedule C	
Long-Term Disability Insurance	Schedule C	
Lost Time	11.3	19
Lunch Period	4.11	8
Mail Service	2.12	2
Mentor/Mentee	3.13	4
Military Duty Leave	9.52	16
Miscellaneous	18.0	27
Music Positions	3.11	4

<u>Title</u>	<u>Section</u>	<u>Page</u>
Necessity Leave	9.14	15
Negotiations Procedure	13.0	22
Non-grievable Matters	14.22	23
Notes to Schedule B	Schedule B	
Notification to Association	12.1	20
Notification to Early Retirement	15.2	26
Notification of Resignation	8.5	14
Nullification at the Local or State Level	12.8	21
On-campus Hours	4.1	8
Other Employment	12.5	20
Payment of Courses	3.24	6
Pay Periods	3.25	6
Payroll Deductions	3.25(b)	6
Per Diem Rate	3.26	6
Personnel File and Review	10.2	18
Preamble		1
Preparation Period	5.1-5.3	9
Prescription Card	Schedule C	
Primary Responsibility	13.5	22
Professional Compensation	3.0	4
Professional Leave Days	9.2	15
Progressive Discipline	11.5	19
Prohibitive Bargaining	1.4	1
Promulgation	17.0	27
Protection of Teachers	11.0	19
Pupil-Teacher Ratio	6.12	11
Purchase of Preparation Period	5.3	9
Recall Procedure	12.6	20
Recognition	1.0	1
Reduction of Benefits	12.4	20
Reduction of Staff	12.0	20
Representation Fee	2.15(b)	2
Request to Re-negotiate Item	13.1	22
Retirement Plan	15.3	26
Sabbatical Leave	9.3	15
Salary	Schedule A	
Schedules A, B, C, D Defined	3.1	4
School Closings	4.3	8
School Facilities used by Association	2.11	2
School Year, Weeks, Days and Hours	4.0	8
School Improvement Plan	6.2	11
Secondary (6-12) Preparation Period	5.1	9
Self-Improvement Leave	9.51	16
Seniority	12.7	20
Site-based Plans	6.24	11
Specificity of Deficiency of Evaluation	10.12	18
Staff Meetings Beyond Regular Work Day	4.12	8
Staff Meetings During School Day	4.2	8
Steps	3.22	5
Following Recall	12.64	20
Substituting	5.4	9

<u>Title</u>	<u>Section</u>	<u>Page</u>
Tax Deferred Annuity	Schedule C	
Teacher Assignments	8.6	14
Teacher Defined	1.2	1
Teacher Evaluation	10.0	18
Evaluation Form	Schedule E	
Teacher Participation	6.3	11
Teacher Representation for Disciplinary Action	11.6	19
Teacher Rights	2.2	3
Teachers' Facilities	6.4	11
Teaching Conditions	6.0	11
Teaching Loads and Assignments	5.0	9
Technology Implementation	5.10	9
Telephones	6.5	12
Temporary Transfers	7.3	13
Tenure Act	12.9	21
Transfers	7.0	13
Unused Accrued Leave	9.11(a)	15
Use of Accrued Leave	9.12-9.14	15
Vacancies	8.0	14
Permanent	8.2-8.3	14
Temporary	8.1,8.4	14
Vision Insurance	Schedule C	
Vocational Agriculture	3.27(a)	6
Voluntary Transfers	7.5	13
Work Hours	4.1	8

## A g r e e m e n t

An agreement effective the 24th day of August, 1999, 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 supercedes 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 19, 2003.

### 1.0 - Recognition

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

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

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

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

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

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

## 2.0 - Association, Teacher, and Board Rights

### Section 2.1 Association Rights.

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

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

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

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

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

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

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

**2.15(c)** If payroll deductions of dues or representation fee is authorized, the deductions shall be made from the 2nd through 20th pay period of the school year based on an annual authorization by the teacher which must be executed and transmitted by the first pay day of the school year in order to participate in payroll deductions. Persons not electing payroll deductions shall pay the dues or representation fee not later than October 15th of the current school year or 30 days after the beginning of employment, whichever is later.

**2.15(d)** In the event that the bargaining unit member shall not pay such service fee directly to the Association, or authorize payment through payroll deduction, the Employer shall pursuant to MCLA 408.477; MSA 17.277 (7) and at the request of the Association, deduct the service fee from the bargaining unit member's wages and remit same to the Association. Payroll deductions made pursuant to this provision shall be made in equal amounts, as nearly as may be, from the pay checks of each bargaining unit member. The Association agrees to assume the legal defense of any suit or action brought against the Board and/or Board members as individuals regarding Section 2.15, subparagraphs 2.15(b) and 2.15(d). The Association further agrees to indemnify the Board for any costs, judgments or expenses which may be assessed against the School, the Board and/or Board members as individuals as a result of said suit or action provided that: (1) the Association has the right to decide whether or not to appeal the decision of any court or other tribunal and (2) the Association with the concurrence of the Board has the right to choose the legal counsel to defend any said suit or action and (3) the Association shall have the right to compromise or to settle any claim made against the School, the Board and/or Board members as individuals.



2.15(e) Pursuant to Chicago Teacher's Union v. Hudson, 106 S CT 1066 (1986), the Association has established a "Policy-Ideological Expenditures." That policy, and the Administrative Procedures (including the timetable for payment) pursuant thereto, applies only to non-Association bargaining unit members. The remedies set forth in that policy shall be exclusive and, unless and until such procedures, including any administrative or judicial review thereof, shall have been availed of and exhausted, no dispute, claim or complaint by an objecting bargaining unit member concerning the application and interpretation of this section shall be subject to the grievance procedure set forth in this Agreement, or any other administrative or judicial procedure.

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

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

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

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

### 3.0 – Professional Compensation

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

**3.11** 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 teacher at 9%, the 7th and 8th grade instrumental music teacher(s) at 6%, the 5th and 6th grade instrumental music teacher at 0.5% each, the Junior/Senior High vocal music teacher at 6%, and the elementary music teacher 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** All teachers assigned to half-time or more shall receive full fringe benefits unless they are voluntarily sharing a position. Such teachers will receive 50% of Schedule C - Plan A or 100% of Plan B or Plan C. Part-time teachers may return to a full-time position upon notification to the Superintendent by the end of the first semester prior to the year in which full-time employment is desired.

#### **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)** For each school year a mentor teacher shall be paid \$375 for their assistance to a mentee. Payment shall be paid at the end of each school year.

#### **Section 3.2 Interpretation of the Salary Schedule A.**

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

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

**3.21(b)** Level II - BA/BS+30 shall mean thirty (30) semester hours or equivalent credit hours which are successfully completed in a degree-seeking program from an accredited college or university. Beginning with the 2001 school year, the Level II BA/BS+30 column shall be changed to the Level II BA/BS+35 column. All credits used for column movement to Level II shall be in a degree-seeking program from an accredited college or university. It is understood that extra hours required for Permanent Certification (currently 18) shall count toward the thirty (30) hours.

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

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

**3.21(e)** Level V - 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. It is understood that extra hours required for permanent certification (currently 18) shall count toward the thirty (30) hours.

**3.21(f)** Level V - AB/BS + 60 Permanent Certificate shall mean sixty (60) semester hours or equivalent credit hours which are successfully completed from an accredited college or university after the completion of the AB/BS degree and the completion of the requirements for and the issuance of the college or university recommendation for a provisional certificate or its equivalent. It is understood that extra hours required for permanent certification (currently 18) shall count toward the sixty (60) hours. This column is available until August 31, 2001; all teachers who have reached the Level V BA/BS+60 column by August 31, 2001, shall be grandfathered on that column for as long as they are employed by the Coopersville Area Public Schools.

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

**3.22 Steps.** Beginning with the 1999-2000 school year, each salary step shall represent one full school year of employment with the Board. Advancement from one step to the next shall be automatic upon completion of a full school year of employment. For purposes of this paragraph only, a full school year is defined as one school year in which the employee works more than one-half of the number of calendared duty days in the school year or more than fifty percent (50%) of the hours scheduled for the position in which the employee works. Credit for experience prior to employment with the Board shall be given for each year satisfactorily completed up to a maximum of three (3) years. Teachers on layoff from the district shall be given credit for each satisfactorily completed year teaching elsewhere during such layoff up to a total of the same three (3) year maximum. Credit for experience in excess of three (3) years shall be at the Board's discretion. Credit shall be interpreted to mean public school experience.

**3.23 Educational Review Committee.**

**3.23(a)** The committee shall be composed of the President of the CEA and two members named by him/her and the Superintendent of CAPS and two members named by him/her.

**3.23(b)** The committee shall review proposed courses other than those defined in Section 3.23(d) and shall determine whether such credit shall be given on the salary schedule. Such determination is to be made on the basis of its value to the CAPS educational program.

**3.23(c)** The committee shall meet as needed. Any teacher wishing to submit a course for approval shall list the course, university/college, instructor, number of hours, and a statement of the value of the course to the teacher's instructional program. All requests should be submitted to the Superintendent.

**3.23(d)** All courses in an approved degree-seeking program shall receive automatic approval; in addition, all graduate and post graduate level courses related to a teacher's instructional program shall receive automatic approval.

**3.23(e)** The Educational Review Committee shall be empowered to grant hour(s) of credit on the salary schedule for workshops and other educational activities not in a degree-seeking program through August 31 of 2001. In case of a tie vote, approval shall be automatically granted.

**3.23(f)** In case of the absence of Educational Review Committee members at any particular meeting, the President of the CEA and the Superintendent shall have the authority to name substitutes to replace their respective appointees to the Educational Review Committee.

**3.23(g)** The Educational Review Committee took effect September 1, 1985. Classes taken prior to September 1, 1985, shall not be subject to approval by the Committee, or revocation of credit on the salary schedule.

**3.24 Payment for Courses.** For teachers who have attained placement on Level V, the Board shall pay course fees for up to three semester hours per year.

**3.25 Pay Periods.** For the school years 1999-2001, the salary payment shall be biweekly on the basis of 21 pays or 26 pays at the teacher's discretion; teachers may elect to receive their summer pay checks every two weeks. Beginning with the 2001 school year, teachers may elect to take 21 or 26 equal pays; the 26 pays shall be distributed biweekly beginning with the first pay period of the school year.

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

**3.25(b)** Payroll deduction shall be permitted for insurance benefits available from the Schedule C insurance carriers, Ottawa County School Employees Credit Union, Northeast Ottawa All-In-One Fund, plus any two additional legally allowed deductions which can be made without increased machine processing expense provided a minimum of 20% of eligible teachers request such deduction and payments in any category of deductions are made to not more than two servicing agencies.

**3.25(c)** It is understood the payment for Schedule B (Extra Duty Compensation) shall be made by payment of one-half (1/2) of the total amount at the start of the Schedule B activity and payment of one-half (1/2) of the total amount at the end of the Schedule B activity. The schedule for such payments for the coming school year shall be provided to the Association by August 10 each year.

**3.26 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.

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

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

**3.28 Generic Service Credit Purchase.** In lieu of any benefits as described in Section 15.0 and upon notice of resignation the Board shall purchase up to five (5) years of generic service credit (if the teacher qualifies according to MPSERS guidelines) according to the following schedule:

25 years of service credit = 5 years

26 years of service credit = 4 years

27 years of service credit = 3 years

28 years of service credit = 2 years

29 years of service credit = 1 year

Any tax liability shall be borne by the teacher. The teacher must have 15 years of CAPS service credit unless waived by the Board. Any payment made under this section shall be made in accordance with MPSERS guidelines. Years of service are defined by Section 3.22.

## 4.0 - School Year, Weeks, Days and Hours

**Section 4.1 On-Campus Hours.** It is recognized that as professionals, teachers work many hours in addition to the time spent in student contact or at school. Normal on-campus hours shall be established by each building principal and shall not exceed seven (7) hours per day, including lunch period. In addition, the supervising principal shall be able to require a teacher's presence at reasonable times to meet with parents, including parent-teacher conferences and to participate in faculty committee assignments and staff meetings. It is mutually understood that not all grades, buildings, departments or teachers need to work the identical periods during a given day or week.

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

**4.12 Staff Meetings Beyond Regular Work Day.** Two staff meetings, at which attendance of teachers is required, except in extraordinary circumstances, may be scheduled monthly and shall not exceed more than one hour beyond the regular work day, as defined above. Any staff meetings canceled may be re-scheduled with two (2) weeks notice. Upon mutual agreement between the principal(s) and the faculty involved, the frequency and the length of meetings may be changed. Two school-wide inservices per year, to be held immediately following the teacher duty day, not to exceed one and one-half hours in length, may be scheduled beginning with the school year 2000-2001.

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

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

**Section 4.4 Calendared Duty Days.** Should it become necessary 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. 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 Secondary (Grades 6-12) Preparation Period.** The teaching load in secondary grades shall make provisions for each teacher to have the equivalent of one preparation-conference period per day equal in length to a class period. Teachers who are assigned a split schedule shall receive the equivalent of one preparation-conference period per day equal in length to a class period where the majority of the teacher's hours are scheduled. Such relief time shall be scheduled during the regular student day.

**Section 5.2 Elementary (Grades K-5) Preparation Period.** The teaching load in elementary grades shall provide an average of relief time per day equal in length to a secondary preparation-conference period in addition to the duty-free lunch period provided under section 4.11. Such relief time shall be scheduled during the regular student day.

**Section 5.3 Purchase of Preparation Period.** Whenever it is necessary to increase a secondary teacher's work load by regularly scheduling a class during the conference/preparation period or by an extension of the number of periods in a normal school day, that teacher shall be paid a sum in addition to the regular Schedule A salary which is the ratio of the additional teaching minutes worked to the total number of minutes in the regular student school day. Purchase of the conference/preparation period shall result in the teacher providing an equivalent period of time for conference/preparation beyond the regular teacher work day.

**Section 5.4 Substituting.** No regularly assigned teacher shall be used as a substitute without his/her consent.

**Section 5.5 Additional Duty Assignments.** Additional duty assignments, whether Schedule B or not, shall be voluntary and shared between or distributed among teachers as equitably as possible.

**Section 5.6 Assignment of Extra Duty Assignments.** Any additional duty assignment, whether Schedule B or not, may be filled or left vacant at the Board's discretion. If the Board determines an additional duty assignment should be filled and there are no volunteers from within the bargaining unit who have the capacity or qualifications to fill the assignment, the Board may fill the position in a manner as determined by the Board. Any person outside the bargaining unit filling an extra duty assignment shall be on a two-year probation period during which time the extra duty assignment shall be posted annually. At the conclusion of the two-year probation period, in the absence of unsatisfactory evaluations, the extra duty assignment shall be considered filled and shall not require annual posting unless or until the non-bargaining unit member receives an unsatisfactory evaluation, resigns, or otherwise vacates the position.

**Section 5.7 Lesson Plans.** Each teacher shall maintain a minimum of monthly written lesson plans which indicate course objectives and types of activities for that period of time (i.e., written goals and objectives) and which are to be prepared by the 25th of the preceding month. Further, teachers shall maintain weekly written lesson plans indicating assignments and methods to be used. It is understood that the weekly plans will diminish during the course of the week.

**5.71** 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.

**5.72** All lesson plans are to be the property of the Board.

**Section 5.8 Curriculum Development.** Teacher participation in curriculum development is an important function and a professional responsibility. The teachers and administration shall work cooperatively on curriculum development.

**Section 5.9 Aides.** If an aide is assigned, it shall be with the consent of the teacher involved, and the aide shall operate under the direction of that teacher.

**Section 5.10 Technology Implementation.** It is mutually agreed that the adoption of technology provides new instructional opportunities for students. When new technology is implemented by the teacher, it provides unique opportunities for teaching and learning. Therefore, it is not the intent of the Board to

to eliminate bargaining unit positions through the use of telecommunications. Prior to implementation of new technology (computers, inter-active television, cable TV instruction, etc.) within the classroom, plans for it's adoption and use shall be developed through curriculum committees. Any teacher-prepared material shall remain the property of the teacher.

**Section 5.11** The School District shall make every attempt to limit the number of preparations a teacher shall have in any given semester. Secondary teachers are to have no more than four preparations unless prior agreement is made with the individual teacher and the Association.



## 6.0 – Teaching Conditions

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

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

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

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

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

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

### **6.12 Pupil - Teacher Ratio.**

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

a.	K, 3	25-30
b.	1, 2	20
c.	4, 5	25-30
d.	6-12	28-30

If no other remedy is agreed upon, additional staff shall be added with the least amount of disruption possible when a class size exceeds thirty. This section shall not apply to traditionally large group instruction classes, i.e. the migrant program, band, choir, and physical education. Experimental large group classes in grades 9-12 shall be permitted with the agreement of the Association.

### **Section 6.2 School Improvement Plan**

**6.21** The provisions contained in this section shall apply to all School Improvement Plans (SIP) as provided in Public Act 197 of 1989, Section 15.1919 (919b) MSA.

**6.22** In the event that any provision(s) of a SIP or application thereof violates, contradicts or is inconsistent with the collective bargaining agreement, the collective bargaining agreement shall prevail.

**6.23** Any provision(s) of an SIP or application thereof affecting the wages, hours and/or other terms and conditions of employment, or impacting the wages, hours and/or other terms and conditions of employment of any bargaining unit members must have the written approval of the Association prior to being adopted and/or implemented.

**6.24** All SIP/ Site-based decision making plans shall be a cooperative effort between the Association and the Board.

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

**Section 6.4 Teachers' Facilities.** The Board shall continue present provisions for adult restrooms, lunch room and work area, these areas to be separate from those used by students.

**Section 6.5 Use of Telephone.** Telephone facilities shall be made available to teachers for their reasonable use. Long distance calls for which there is an additional charge and of a personal nature shall not be charged to the school.

## 7.0 - Transfers

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

- 7.11 Building assignment.
- 7.12 Grade Level assignment in grades K-5.
- 7.13 Subject area assignment.
- 7.14 Non-classroom assignment such as librarian, guidance counselor, itinerant personnel, etc.
- 7.15 Special Education assignment.

**Section 7.2 Involuntary Transfers.** Teachers shall be informed by the Superintendent prior to involuntary transfers or assignments within the system, and the reasons for such transfer shall be given in writing upon request. It is not the policy of the Board to effect indiscriminate or widespread transfer of teachers within the system on an involuntary basis. However, a teacher may be transferred by the Superintendent when it is his/her opinion that such a transfer is in the best interests of the school and the pupils. If the transfer is not voluntary, the teacher shall be granted a personal interview with the Superintendent or his/her representatives and shall have an opportunity to discuss the transfer and the reason such is required. No such transfers shall take place after August 15th of the effected school year. This section shall not apply to transfers made as a result of Section 12.3 Layoff.

**Section 7.3 Temporary Transfers.** Teachers shall not be assigned outside the scope of their major or minor field of study or their certification except temporarily and for good cause:

- 7.31 If a change in assignment outside their major or minor field of study or certification is anticipated, the administration must advise and discuss the proposed change with the teacher affected.
- 7.32 When an involuntary assignment outside their major or minor field of study or certification must be made, it shall be on an inverse order of seniority.

**Section 7.4 Grade or Subject Assignment.** If a change in assignment from one grade level to another or from one subject area to another is anticipated, the administration must advise and discuss the proposed change with the teacher(s) affected. The administration shall consider the wishes of the teacher(s) involved.

**Section 7.5 Voluntary Transfers.** Teachers 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 teachers, their building administrator(s), and the Superintendent. Teachers shall return to their original position after the specified length of time has expired.

## 8.0 – Vacancies

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

**Section 8.2 Permanent Vacancy.** Any permanent vacancy within the bargaining unit shall be posted in each building and transmitted to the Association in writing. No permanent vacancy shall be filled for a least ten (10) duty days after posting. Any teacher who is interested in the posted position may apply in writing to the Superintendent within the ten (10) day posting period.

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

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

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

**Section 8.6 Teacher Assignments.** By July 10 of each year a tentative schedule of teacher assignments, including class loads where possible, shall be posted in the administrative offices and forwarded to the Association. An up-dated schedule shall be similarly posted and transmitted by the following August 10.

**Section 8.7 Extra Duty Assignments.** Extra duty assignments as defined in Sections 5.5 and 5.6 shall be at the discretion of the Board and shall not invoke tenure in the extra duty assignments irrespective of the number of years such annual appointments have been continued. To assist in planning, the Board shall notify an employee by July 10 that the extra duty assignment shall not be made for the following school year. The Board agrees that the exercise of its discretion in terminating an extra duty assignment shall be bonafide and not arbitrary or capricious.

## 9.0 – Leave Policy

### Section 9.1 Leave With Pay.

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

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

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

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

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

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

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

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

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

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

**Section 9.4 Jury Duty.** A teacher called for jury duty or subpoenaed for a matter not related to the teacher's involvement in other employment shall be compensated for the difference between the regular teaching pay and any compensation received for the performance of such obligation.

**Section 9.5 Leave Without Pay.**

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

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

**9.53 Leave Incentive.** Each semester before December 1st or June 1st, any teacher with ten (10) years experience in the Coopersville Area Public School system may apply for a one (1) year leave under this section to start with the beginning of the next semester. No reason for such request need be stated, but leave shall be granted conditional on a replacement teacher being available. No more than five (5) teachers shall be on leave under this provision at any one time. If more than five (5) teachers apply for such leave for a given year, the five (5) most senior teachers shall qualify for the leave. Leave under this provision shall be granted only once to a teacher.

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

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

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

**Section 9.6 Leave With or Without Pay.**

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

**9.62 Other Leave in Excess of Ten Days.** Any teacher desiring leave for longer than ten (10) working days for any reason not mentioned in this section shall apply in writing to the Board identifying the period of proposed leave and the necessity thereof. Approval shall be discretionary with the Board and shall indicate whether the leave shall be with or without pay, whether or not it shall be charged

against accrued leave, whether or not time off shall result in loss of the year for salary step computation. Return to work following leave shall be dependent upon existence of an opening for which the teacher is certified and qualified unless guarantee of a position is part of the conditions of the leave.

**9.63 Accumulated Leave Days.** Leave days accumulated prior to a leave under Section 9.5 shall be held for said employee until completion of leave under this section at which time those days shall be re-credited to the employee.

## 10.0 – Teacher Evaluation

**Section 10.1 Work Performance.** All observing of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher. Teacher 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 teachers shall be evaluated in writing by the principal or other educationally certificated administrator designated by the Superintendent. Probationary teachers shall be evaluated at least twice during each school year. Tenured teachers shall be evaluated at least once every three (3) years. A teacher may request additional evaluations and/or an evaluation from a different supervisor. The teacher 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 teacher 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. Any consideration of an evaluation by the Board shall be after a teacher shall have had the opportunity to object as provided herein.

**10.11 Observance.** At least once during the school year in which the teacher is evaluated the evaluator shall personally observe the teacher's classroom performance for a minimum of a continuous 40 minute period.

**10.12 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 teacher 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.

**10.13 Advisory Committee.** The Association building representative or designee and the supervising principal jointly shall designate an advisory committee to review evaluative instruments. Said instrument is hereby made a portion of this contract and is to be agreed upon and evaluated annually. (See Schedule E)

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

**Section 10.2 Personnel File and Review.** Any complaint regarding a teacher made to the administration by a parent, student or other person which is considered directly in evaluating a teacher's performance shall be promptly called to the teacher's attention. Each teacher shall have the right upon request to review the contents of his/her own personnel file. A representative of the Association may, at the teacher's request, accompany the teacher in such a review. The review shall be made in the presence of an administrator responsible for the safekeeping of the file. No teacher evaluation is to be released from his/her file to any parties other than the Board, administration, judicial tribunals or tenure commission without written consent of the teacher.



## 11.0 – Protection of Teachers

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

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

**Section 11.3 Lost Time.** Time necessarily lost by a teacher in connection with any incident mentioned in Section 11.2 hereof shall not be charged against the teacher. This shall not apply if the teacher is incarcerated.

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

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

**Section 11.6 Teacher Representation.** A teacher shall be entitled to have present a representative of the Association during any disciplinary action, including adverse evaluations. A teacher shall be advised of this right before any action is taken.

## 12.0 – Reduction of Staff

**Section 12.1 Notification to Association.** If, at the discretion of the Board, there is a need to reduce the number of members of the bargaining unit employed, the Association shall be notified immediately through its President, and the Association shall be periodically advised by the Board concerning which positions and/or teachers would be affected. Such notification of impending layoffs shall take place by November 15 of the current school year.

**Section 12.2 Definition of "Qualified".** "Qualified" shall be defined as:

**12.21** To be qualified for grades Kindergarten through six, the individual must hold elementary certification or certification covering elementary grades.

**12.22** To be qualified for grades seven and/or eight, teachers must have certification endorsement covering the subject area to be taught (i.e., BX or B-prefix endorsements cover anything in Language Arts; CX or C-prefix endorsements cover anything in Social Science).

**12.23** To be qualified for grades nine through twelve, teachers must have a secondary certificate with an endorsement covering the subject area to be taught (i.e., BX or B-prefix endorsements cover anything in Language Arts; CX or C-prefix endorsements cover anything in Social Science).

**Section 12.3 Layoff.**

**12.31** Probationary teachers shall be laid off in order of least seniority and to the extent permitted by law before tenured teachers are laid off, so long as tenured teachers are qualified to teach the positions remaining.

**12.32** Bargaining unit members shall be laid off in the order of least seniority providing that the teachers remaining shall be qualified to perform the duties of the remaining positions.

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

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

**Section 12.6 Recall Procedure.** Following a reduction of the teaching staff, if there are teaching positions that become vacant or are added, laid off teachers who are qualified as set forth in section 12.2 shall be given first opportunity to fill such positions. If the position is to be filled by a recalled teacher, the position need not be posted.

**12.61** All teachers laid off shall be recalled in the order of most seniority provided they are qualified to teach the vacant or added positions.

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

**12.63** Any teacher who is laid off may refuse to accept less than a full-time position and temporary vacancy without loss of recall rights. No teacher shall be required to accept a split work day.

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

**Section 12.7 Seniority.** Seniority shall be defined as the length of continuous service as a teacher within the Coopersville Area Public School system computed from date of hire as indicated by date of letter of intent to issue a contract. If two or more persons have equal seniority and each is qualified for a given position, their seniority shall be determined by the drawing of lots in the presence of the teachers involved and the President of the Association, who shall then certify which teacher shall be retained. Not later than November 1 of each year, the Board shall provide the Association with a current seniority list. No leave or layoff shall be considered to break continuous service nor to add to seniority accrual. Tenured teachers from

Coopersville Area Public Schools who become administrators for the Board shall be allowed to retain bargaining unit seniority for those years of teaching experience in Coopersville Area Public Schools. No seniority shall be granted for any years while serving as an administrator. No other administrator shall retain nor be granted nor accrue seniority for the purpose of this section.

**Section 12.8 Nullification at the Local/or State Level.** Any teacher having a minimum of ten (10) years of seniority may declare himself/herself unavailable to assignment, reassignment, or recall to classes or subjects within an endorsement of the teachers certificate providing such declaration does not result in a new hire, lay off or involuntary transfer of another teacher, 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 teacher, the Superintendent, and the Association shall meet for the purpose of discussion; 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.

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 tenured 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 Michigan Teachers Tenure Act.** In the event that the Michigan Teachers Tenure Act, Act 4, 1937 as amended (M.C.L. 38.71, et seq.) is revoked or amended whereby there is no statutory probationary period for teachers, then in such an event, the probationary period now provided in Michigan Teachers Tenure Act shall be incorporated herein by reference.

### 13.0 – Negotiations Procedure

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

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

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

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

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

## 14.0 – Grievance Procedures

### Section 14.1 Definitions.

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

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

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

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

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

### Section 14.2 Exclusions.

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

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

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

**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. In the event that the Michigan Teachers Tenure Act 4, 1937 as amended (M.C.L. 38.71, et. seq.) is revoked and no other legislation is enacted which provides for a review of remedy for the discharge or demotion of a teacher, any demotion or discharge of a teacher shall be subject to the grievance and arbitration procedure provided in this Agreement. In such event, discharge and demotion of a teacher shall be for just cause.

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

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

### Section 14.3 Purposes.

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

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

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

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

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

**14.36 Grievance Material.** All documents, communications and records dealing with a grievance shall be filed separately from the personnel files of the participants.

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

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

**14.39 Time Limits.** Since it is important that grievances be processed as rapidly as possible, the number of days indicated in each level shall be considered a maximum and every effort shall be made to expedite the process. The time limits specified may be extended by mutual agreement expressed in written form. In the event a grievance is filed on or after June 1 which, if left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest, the time limits set forth herein shall be reduced so the grievance procedure may be exhausted as soon as is practicable.

#### **Section 14.4 Procedures.**

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

**14.42 Level Two - Superintendent.** Should the aggrieved be unsatisfied at Level One or, if no decision is rendered within five (5) days after presentation of the grievance, the aggrieved may proceed by filing the written grievance with the Superintendent within fifteen (15) days after receipt of the answer at Level One. Within fifteen (15) days from the receipt of the grievance by the Superintendent, he/she shall render a decision as to the solution.

**14.43 Level Three - Board.** Should the aggrieved be unsatisfied at Level Two or if no decision is rendered within fifteen (15) days, the aggrieved may proceed by filing the written grievance along with the decisions from prior levels with the Board's designated representative not less than six (6) days prior to the next regularly scheduled Board meeting. The Board may hold hearings thereon or otherwise investigate the grievance, and shall render its decision in writing to the Board. Provided, however, that in no event, except with express written consent of the Association, shall final determination of the grievance be made by the Board more than ten (10) calendar days after the initial presentation to the Board.

**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 and shall issue his decision not later than thirty (30) calendar days from the close of the hearings. 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 teacher evaluation(s);

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

**14.45(d)** In the event that a case is appealed to the arbitrator on which he/she has no power to rule, it shall be referred back to the parties without a decision or recommendation on its merits.

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

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

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

## 15.0 – Early Retirement Incentive

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

**15.11** must be 50, or earliest allowable age 46 years or older;

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

**15.13** can not be on Social Security, long-term disability, or worker's compensation at the time early retirement is chosen unless this restriction is waived by the Board.

**15.14** "Years of Service" are defined by Section 3.22.

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

### Section 15.3 Retirement Plan

**15.31(a)** For the school year 1999-2000, the retirement plan is described in the Letter of Understanding dated January 25, 1999.

**15.31(b)** For the school years 2000-2001 and 2002-2003, the Board shall pay \$25,000 each year for the first two calendar years of retirement and provide a \$10,000 Board paid annuity or cash-in-lieu in the first calendar year of retirement. Such amounts shall be paid on or before January 5 of the two calendar years following the year in which the retirement occurred.

**15.32** In the event of a retiree's death, any balance not yet paid is to be paid to his or her surviving spouse in accordance with the annual payment schedule.

**15.33** In lieu of the retirement plan offered in years 2000-2001 and 2002-2003, a teacher may select Schedule C, Plan A, minus LTD coverage. The maximum liability to the Board shall be equal to the amount that would otherwise be generated by the retirement plan offered in years 2000-2001 and 2002-2003.

**15.34** The agreement entered into by the Board and the teacher shall be identified as a "severance agreement".



## 16.0 Agreements Contrary to Law

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

## 17.0 Promulgation

**Section 17.1 Distribution of Agreement.** Copies of this Agreement shall be prepared at the expense of the Board and be presented to all teachers now or hereafter employed by the Board and twenty (20) copies shall be presented to the Association each year.

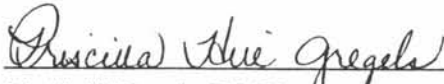
## 18.0 Miscellaneous

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

COOPERSVILLE EDUCATION ASSOCIATION  
INCORPORATED, MEA-NEA



Elaine Teall, President

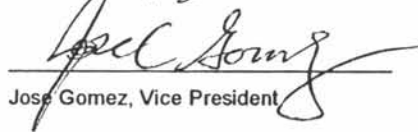


Priscilla Hill Gregels, Chief Negotiator

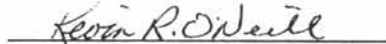
COOPERSVILLE AREA PUBLIC  
SCHOOLS



Peter VanKempen, President



Jose Gomez, Vice President



Kevin R. O'Neill, Superintendent

Date January 25, 1999

## Level I

Step	99-00	00-01	01-02	02-03
1	27,504	28,191	28,896	29,619
2	29,799	29,999	30,499	30,874
3	30,416	31,144	31,891	32,655
4	32,131	32,881	33,649	34,435
5	33,846	34,617	35,407	36,215
6	35,561	36,354	37,166	37,996
7	37,276	38,091	38,924	39,776
8	38,991	39,828	40,683	41,557
9	40,706	41,564	42,441	43,337
10	42,421	43,301	44,199	45,117
11	44,136	45,038	45,958	46,898
12	45,851	46,774	47,716	48,678
13	47,566	48,511	49,474	50,458
14	50,138	51,116	52,112	53,129

## Level II

Step	99-00	00-01	01-02	02-03
1	29,265	29,997	30,747	31,516
2	30,286	31,036	31,803	32,590
3	31,606	32,372	33,157	33,961
4	32,925	33,709	34,511	35,333
5	34,244	35,045	35,865	36,704
6	35,564	36,382	37,219	38,075
7	36,883	37,718	38,572	39,446
8	38,203	39,055	39,926	40,817
9	39,522	40,391	41,280	42,189
10	40,841	41,728	42,634	43,560
11	42,161	43,064	43,988	44,931
12	43,480	44,401	45,342	46,302
13	44,800	45,738	46,695	47,674
14	46,119	47,074	48,049	49,045
15	47,438	48,411	49,403	50,416
16	48,758	49,747	50,757	51,787
17	50,077	51,084	52,111	53,158
18	51,397	52,420	53,465	54,530
19	52,716	53,757	54,818	55,901
20	54,695	55,762	56,849	57,958

\$200 added in 1999-00 and 2000-01; \$400 added in 2001-02 and 2002-03.

## Level III

Step	99-00	00-01	01-02	02-03
1	30,295	31,063	31,839	32,635
2	31,431	32,208	33,004	33,821
3	32,935	33,732	34,549	35,387
4	34,439	35,257	36,094	36,952
5	35,943	36,781	37,639	38,518
6	37,447	38,305	39,184	40,084
7	38,950	39,830	40,729	41,650
8	40,454	41,354	42,274	43,215
9	41,958	42,878	43,819	44,781
10	43,462	44,403	45,364	46,347
11	44,966	45,927	46,909	47,913
12	46,470	47,451	48,454	49,478
13	47,974	48,976	49,999	51,044
14	49,478	50,500	51,544	52,610
15	50,982	52,024	53,089	54,175
16	52,485	53,549	54,634	55,741
17	53,989	55,073	56,179	57,307
18	55,493	56,597	57,724	58,873
19	56,997	58,122	59,269	60,438
20	59,253	60,408	61,586	62,787

## Level IV

Step	99-00	00-01	01-02	02-03
1	31,628	32,418	33,229	34,059
2	32,721	33,531	34,362	35,212
3	34,128	34,957	35,807	36,678
4	35,534	36,383	37,252	38,143
5	36,940	37,809	38,698	39,608
6	38,347	39,234	40,143	41,073
7	39,753	40,660	41,589	42,538
8	41,159	42,086	43,034	44,003
9	42,566	43,512	44,479	45,469
10	43,972	44,938	45,925	46,934
11	45,378	46,363	47,370	48,399
12	46,785	47,789	48,815	49,864
13	48,191	49,215	50,261	51,329
14	49,598	50,641	51,706	52,794
15	51,004	52,067	53,152	54,259
16	52,410	53,492	54,597	55,725
17	53,817	54,918	56,042	57,190
18	55,223	56,344	57,488	58,655
19	56,629	57,770	58,933	60,120
20	58,036	59,195	60,378	61,585
21	59,442	60,621	61,824	63,050
22	60,848	62,047	63,269	64,516
23	62,958	64,186	65,437	66,713

\$200 added in 1999-00 and 2000-01; \$400 added in 2001-02 and 2002-03.

## Level V

Step	99-00	00-01	01-02	02-03
1	32,729	33,547	34,386	35,245
2	33,897	34,736	35,596	36,477
3	35,426	36,287	37,168	38,071
4	36,955	37,837	38,740	39,665
5	38,484	39,387	40,312	41,259
6	40,012	40,938	41,884	42,853
7	41,541	42,488	43,457	44,447
8	43,070	44,038	45,029	46,041
9	44,599	45,589	46,601	47,635
10	46,128	47,139	48,173	49,229
11	47,657	48,689	49,745	50,823
12	49,185	50,240	51,317	52,417
13	50,714	51,790	52,889	54,012
14	52,243	53,341	54,461	55,606
15	53,772	54,891	56,033	57,200
16	55,301	56,441	57,605	58,794
17	56,830	57,992	59,177	60,388
18	58,358	59,542	60,750	61,982
19	59,887	61,092	62,322	63,576
20	61,416	62,643	63,894	65,170
21	62,945	64,193	65,466	66,764
22	64,474	65,743	67,038	68,358
23	66,767	68,069	69,396	70,749

\$200 added in 1999-00 and 2000-01: \$400 added in 2001-02 and 2002-03.

SCHEDULE B  
EXTRA DUTY COMPENSATION  
(See Section 3.1)

Comparable Extra Duty Assignment	% on Compensation Schedule	Comparable Extra Duty Assignment	% on Compensation Schedule
1. Baseball, Head	8%	8. Volleyball, Head	8%
Asst	6%	Asst	6%
Frosh	5%	7th	5%
Softball, Head	8%	8th	5%
Asst	6%	9. Soccer	6%
Frosh	5%	Var Boys	6%
2. Basketball, Head	13%	Var Girls	6%
JV	8%	10. Cheerleading, 9-12 (F)	6%
Frosh	7%	9-12 (W)	6%
8th (A)	5%	JH	2%
8th (B)	4%	PomPon	2%
7th (A)	5%	11. Annual	4%
7th (B)	4%	12. Class Sponsor (Senior)	2%
3. Track, Girls Head HS	9%	(Junior)	2%
Boys Head HS	9%	13. Student Council, HS	2%
Asst HS	6%	JH	2%
Girls Head JH	5%	EL	2%
Boys Head JH	5%	14. Debate	2%
Asst JH	4%	15. Plays, Sr. Class	2%
Cross Country	6%	Jr. Class	2%
4. Football, Head	13%	16. Jazz Band	3%**
Asst	8%	17. Music Dept. Head	3%
5. Golf	6%	18. Flag Corps Director	1%
6. Tennis, Girls	6%	19. Noon Rec	4%
Boys	6%	HS	4%
7. Wrestling, Head	12%	JH	4%
Asst	7%	20. Fine Arts Festival	3% Each
JH	5%	21. FFA	7%
		22. Drivers Training	\$21.25/hr.
		23. Summer Compensation	.045%
		Non-Instruction	

\*\* Extra duty assignment only when not offered as a classroom assignment.

Yr of  
extra  
duty  
exp.

SCHEDULE B COMPENSATION SCHEDULE

Index	1%	2%	3%	4%	5%	6%	7%	8%	9%	10%	11%	12%	13%	
0	1.0	260	530	790	1050	1310	1580	1840	2100	2360	2630	2890	3150	3410
1	1.1	290	580	870	1160	1440	1730	2020	2310	2600	2890	3180	3470	3760
2	1.2	320	630	950	1260	1580	1890	2210	2520	2840	3150	3470	3780	4100
3	1.3	340	680	1020	1370	1710	2050	2390	2730	3070	3410	3760	4100	4440
4	1.4	370	740	1100	1470	1840	2210	2570	2940	3310	3680	4040	4410	4780
5	1.5	390	790	1180	1580	1970	2360	2760	3150	3550	3940	4330	4730	5120
6	1.6	420	840	1260	1680	2100	2520	2940	3360	3780	4200	4620	5040	5460
7	1.7	450	890	1340	1790	2230	2680	3130	3570	4020	4470	4910	5360	5800
8	1.8	470	950	1420	1890	2360	2840	3310	3780	4250	4730	5200	5670	6150
9	1.9	500	1000	1500	2000	2500	2990	3490	3990	4490	4990	5490	5990	6490
10	2.0	530	1050	1580	2100	2630	3150	3680	4200	4730	5250	5780	6300	6830
15	2.2	580	1160	1730	2310	2890	3470	4040	4620	5200	5780	6360	6930	7510
20	2.4	630	1260	1890	2520	3150	3780	4410	5040	5670	6300	6930	7560	8190

\*Rates rounded to nearest ten dollars

Notes to Schedule B Percentages:

- (a) Amounts indicated on the compensation schedule are based on \$26,265.
- (b) 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.
- (c) 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.
- (d) 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.
- (e) Assistant or subordinate coaching assignments include those duties and responsibilities as ordered by the head coach subject to review by the Athletic Director.
- (f) All members of the bargaining unit employed beyond the calendared duty days for assignments (e.g. vocational agriculture) shall be paid 90% of their per diem rate according to Section 3.26.
- (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 prorated 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.

SCHEDULE C  
INSURANCE FRINGE BENEFITS  
(See Section 3.1)

The Board shall furnish to all teachers the following insurance:

(1) Upon completion of a signed application and acceptance by the insurance provider, the Board shall provide, without cost to the employee, MESSA-PAK for a full twelve-month period for each year of this Agreement for the employee and his/her entire family and any other eligible dependents as defined by MESSA. The employer is required to sign an employer participation agreement. When appropriate, MESSA Super-Med 1 or Limited Medicare Supplement (formerly MESSA Care) and Medicare, Part B, premiums shall be paid on behalf of the employee, spouse and/or dependents eligible for Medicare.

Employees not electing MESSA-PAK Plan A shall select	MESSA-PAK Plan B or Plan C.	
Plan A	Plan B	Plan C
Super-Med 1 Insurance	Not available	Not available
Long Term Disability	Long Term Disability	Long Term Disability
-70% of salary	(Same as Plan A)	(Same as Plan A)
-\$5,000 maximum		
-90 calendar day mod. fill		
-Pre-existing condition Waiver		
-Freeze on offsets		
-Alcoholism/Drug/Mental/Nervous - same as any other illness		
-Cost of Living Adjustment		
-Educational Supplementary Benefit		
Delta Dental Plan Auto	Delta Dental Plan Auto	Delta Dental Plan Auto
+ /008, 100:90/90/90	(Same as Plan A except Adult Ortho Rider \$2,700)	(Same as plan B)
-Internal and External Coordination of benefits		
-Class I + II Benefits \$2,700		
-Ortho \$2,700		
-Sealants		
Negotiated Life Insurance	Negotiated Life Insurance	Negotiated Life Insurance
\$40,000 per teacher	\$50,000 per teacher	(Same as Plan B)
Dependent Life Insurance	Dependent Life Insurance	Dependent Life Insurance
-Spouse: \$10,000	(Same as Plan A)	(Same as Plan A)
-Each eligible child: \$5,000		
Vision Services Plan 3+	Vision (Same as Plan A)	Vision (Same as Plan A)
Prescription Card \$2.00 co-pay	Prescription Card (Same as Plan A)	Prescription Card (Not available)
Tax Deferred Annuity (Not available)	Tax Deferred Annuity Cash in lieu of TDA One-half the cost of Plan A minus cost of prescription card	Tax Deferred Annuity Cash in lieu of TDA One-half the cost of Plan A

Any employee whose spouse selects Plan A above must select Plan C. An employee selecting Plan C must show proof of having a valid prescription card providing coverage to them under another Plan listed above or provided by another source.

(2) In the event of the death of a teacher the Board shall pay the cost of Schedule C for six (6) months or until the following October whichever is longer.

(3) In the event that a teacher is disabled, the Board shall continue to pay the costs of the insurance provided by Schedule C throughout the period of disability or through the month following the termination of salary, whichever is the lesser period.

(4) The insurance year shall be the twelve (12) month period from October 1 to the following October 1. Teachers leaving employment between the end of the teacher duty year and the start of the next following teacher duty year shall continue to receive the insurance provided by Schedule C through the following month of September. If a teacher is employed by another employer and is, therefore, covered by fully paid insurance program(s) or coverage equal to or greater than any program(s) or coverage contained in Schedule C, the Board shall not be required to continue premium payments or coverage for that program(s).

(a) In the event a teacher is terminated or resigns during the school year, the insurance shall be continued for one (1) month following the month of termination of employment.

(b) A teacher, who is hired with an effective first work day after the first required work day of the school year, shall be entitled to appropriately pro-rated fringe benefits.

(5) Notwithstanding any provisions of this section, the terms of any contract or policy issued by an insurance company or insurance provider (brokerage) shall be controlling as to all matters concerning benefits, eligibility and termination of coverage or other matters covered by the policy.

(6) The Board, by payment of the premium required to provide the coverage set forth herein, shall be relieved from all liability with respect to the benefits provided by the insurance company. The failure of an insurance company to provide any of the benefits for which it has contracted, for any reasons, shall not result in any liability to the Board or to the Association, nor shall such failure be considered breach of any obligation by either of the two parties to this Agreement.

(7) Disputes between teacher(s) or beneficiaries of teacher(s) and any insurance company shall not be subject to the Grievance Procedure established in this Agreement.

(8) If the school district is forced to assign full-time teachers to a one-half (1/2) time schedule because of financial austerity, such teachers shall receive the same insurance fringe benefits as teachers assigned to a full work load.

(9) The CEA and the Board shall work toward controlling health care costs.

(10) The Board and the CEA agree to implement the Section 125 Options Plan dated December 18, 1995.



Coopersville Area Public Schools  
1999-2000  
School Calendar  
Schedule D

August					September					October				
M	T	W	T	F	M	T	W	T	F	M	T	W	T	F
							1	2	[3					1
					6]	7	8	9	10	4	5	6	7	8
16	17	18	19	20	13	14	15	16	17	11	12	13	14	15
<23>	24	25	26	27	20	21	22	23	24	18	19	20	21	<22>
30	31				27	28	29	30		25	26	27	28	29
November					December					January				
M	T	W	T	F	M	T	W	T	F	M	T	W	T	F
1	2	3	4	5			1	2	3	3	4	5	6	7
8	9	(10*	11*)	[12]	6	7	8	9	10	10	11	12	13	14
15	16	17	18	19	13	14	15	16	17	17	18	19	20*	21*
22	23	[24	25	26]	[20	21	22	23	24	24	25	26	27	28
29	30				27	28	29	30	31]	31				
February					March					April				
M	T	W	T	F	M	T	W	T	F	M	T	W	T	F
	1	2	3	4			1	2	3	3	4	5	6	7]
7	8	9	10	11	6	7	8	9	10	10	11	12	13	14
14	15	16	17	18	13	14	15	16	<17>	17	18	19	20	[21]
21	22	23	24	25	20	21	22	23	24	24	25	26	27	28
28	29				27	28	(29*	30*)	[31					
May					June									
M	T	W	T	F	M	T	W	T	F					
1	2	3	4	5				1	2	Sept. 6	Labor Day			
8	9	10	11	12	5	6	7*	8*	9	Nov. 25	Thanksgiving			
15	16	17	18	19	12	13	14	15	16	Dec. 25	Christmas			
22	23	24	25	26	19	20	21	22	23	Jan. 1	New Year's Day			
[29]	30	31			26	27	28	29	30	Apr. 21	Vacation Day			
										May 29	Memorial Day			

* ½ days	182 Student Days	First Student Day - August 24
( ) Conferences	185 Teacher Days	Last Student Day - June 8
[ ] Vacation, Holiday or Other Non-working day		First Teacher Day - August 23
< > Non-Student Day/Inservice Day		Last Teacher Day - June 8

1999-2000

August 23	First day for teachers – inservice
August 24	First day for students
September 3-6	Labor Day Recess, classes resume September 7
October 22	K-12 inservice, classes resume October 25
November 10-11	K-5 half day students and teachers; K-5 conferences
November 10-11	6-12 full day students and teachers
November 11	6-12 conferences; times to be determined
November 12	K-12 vacation day; classes resume November 15
November 24-26	Thanksgiving recess; classes resume November 29
December 20-31	Christmas recess; classes resume January 3, 2000
January 20	K-5 full day students and teachers
January 20	6-12 half day students; records day for teachers
January 21	K-12 half day students and teachers; records day for teachers
March 17	K-12 inservice, classes resume March 20
March 29-30	K-5 half day students and teachers; K-5 conferences
March 29-30	6-12 full day students and teachers; 6-12 conference date and time to be determined
March 31-April 7	Spring break recess; classes resume April 10
April 21	Vacation Day; classes resume April 24
May 29	Memorial Day recess; classes resume May 30
June 7	K-5 full day students and teachers
June 7	6-12 half day students and teachers; records day for teachers
June 8	K-12 half day students and teachers; records day for teachers

182 student days  
185 teacher days

First student day – August 24  
First teacher day – August 23  
Last student day – June 8  
Last teacher day – June 8

Coopersville Area Public Schools  
2000-2001  
School Calendar  
Schedule D

August					September					October				
M	T	W	T	F	M	T	W	T	F	M	T	W	T	F
									[1	2	3	4	5	6
					4]	5	6	7	8	9	10	11	12	13
14	15	16	17	18	11	12	13	14	15	16	17	18	19	<20>
<21>	22	23	24	25	18	19	20	21	22	23	24	25	26	27
28	29	30	31		25	26	27	28	29	30	31			
November					December					January				
M	T	W	T	F	M	T	W	T	F	M	T	W	T	F
		1	2	3					1	1	2	3	4	5]
6	7	( 8*	9*)	[10]	4	5	6	7	8	8	9	10	11	12
13	14	15	16	17	11	12	13	14	15	15	16	17	18*	19*
20	21	[22	23	24]	18	19	20	21	22	22	23	24	25	26
27	28	29	30		[25	26	27	28	29	29	30	31		
February					March					April				
M	T	W	T	F	M	T	W	T	F	M	T	W	T	F
			1	2				1	2	[2	3	4	5	6]
5	6	7	8	9	5	6	7	8	9	9	10	11	12	13*
12	13	14	15	16	12	13	14	15	16	16	17	18	19	20
19	20	21	22	23	19	20	21	22	23	23	24	25	26	27
<26>	27	28			26	27	(28*	29*)	30	30				
May					June									
M	T	W	T	F	M	T	W	T	F					
	1	2	3	4					1	Sept. 4	Labor Day			
7	8	9	10	<11>	4	5	6	7*	8*	Nov. 23	Thanksgiving			
14	15	16	17	18	11	12	13	14	15	Dec. 25	Christmas			
21	22	23	24	25	18	19	20	21	22	Jan. 1	New Year's Day			
[28]	29	30	31		25	26	27	28	29	Apr. 13	Vacation Day			
										May 28	Memorial Day			

* ½ days	183 Student Days	First Student Day - August 22
{ } Conferences	187 Student Days	Last Student Day - June 8
[ ] Vacation, Holiday or Other Non-working day		First Teacher Day - August 21
< > Non-Student Day/Inservice Day		Last Teacher Day - June 8

2000-2001

August 21	First day for teachers – inservice
August 22	First day for students
September 1-4	Labor Day recess
October 20	K-12 teacher inservice; classes resume October 23
November 8-9	K-5 half day students and teachers, K-5 conferences
November 8-9	6-12 full day students and teachers
November 9	6-12 conferences; times to be determined
November 10	Vacation Day; classes resume November 13
November 22-24	Thanksgiving recess; classes resume November 27
December 25-January 5	Christmas recess; classes resume January 8
January 18	K-5 full day students and teachers
January 18	6-12 half day students and teachers; records day for teachers
January 19	K-12 half day students and teachers; records day for teachers
February 26	K-12 inservice, classes resume February 27
March 28-29	K-5 half day students and teachers; K-5 conferences
March 28-29	6-12 full day students and teachers; 6-12 conference date and time to be determined
April 2-6	Spring break recess; classes resume April 9
April 13	K-12 half day students and teachers; classes resume 4/16
May 11	K-12 teacher inservice; classes resume May 14
May 28	Memorial Day recess
June 7	K-5 full day students and teachers
June 7	6-12 half day students and teachers; records day for teachers
June 8	K-12 half day students and teachers; records day for teachers

183 student days	First student day – August 22
187 teacher days	First teacher day – August 21
	Last student day – June 8
	Last teacher day – June 8

Coopersville Area Public Schools  
2001-2002  
School Calendar  
Schedule D

August					September					October				
M	T	W	T	F	M	T	W	T	F	M	T	W	T	F
		1	2	3	3]	4	5	6	7	1	2	3	4	5
6	7	8	9	10	10	11	12	13	14	8	9	10	11	12*
13	14	15	16	17	17	18	19	20	21	15	16	17	18	19
20	<21	22>	23	24	24	25	26	27	28	22	23	24	25	26
27	28	29	30	[31						29	30	31		
November					December					January				
M	T	W	T	F	M	T	W	T	F	M	T	W	T	F
			1	2	3	4	5	6	7		1	2	3	4]
5	6	(7*	8*)	[9]	10	11	12	13	14	7	8	9	10	11
12	13	14	15	16	17	18	19	20	21	14	15	16	17	18
19	20	[21	22	23]	[24	25	26	27	28	21	22	23	24*	25*
26	27	28	29	30	31					28	29	30	31	
February					March					April				
M	T	W	T	F	M	T	W	T	F	M	T	W	T	F
				1					1	1	2	3	4	5]
4	5	6	7	8	4	5	6	7	8	8	9	10	11	12
11	12	13	14	15	11	12	13	14	15	15	16	17	18	19
18	19	20	21	22	18	19	20	21	22	22	23	24	25	26
<25>	26	27	28		25	26	(27*	28*)	[29	29	30			
May					June									
M	T	W	T	F	M	T	W	T	F	Sept. 3	Labor Day			
		1	2	3	3	4	5	6	7	Nov. 22	Thanksgiving			
6	7	8	9	10*	10	11*	12*	13	14	Dec. 25	Christmas			
13	14	15	16	17	17	18	19	20	21	Jan. 1	New Year's Day			
20	21	22	23	24	18	19	20	21	22	May 27	Memorial Day			
[27]	28	29	30	31	25	26	27	28	29					

* ½ days	186 Student Days	First Student Day - August 23
( ) Conferences	189 Teacher Days	Last Student Day - June 12
[ ] Vacation, Holiday or Other Non-working day		First Teacher Day - August 21
< > Non-Student Day		Last Teacher Day - June 12

2001-2002

August 21-22	First days for teachers, inservice both days
August 23	First day for students
August 31-September 3	Labor Day recess; classes resume September 4
October 12	K-12 half day students; full day inservice for teachers following half day of students, classes resume October 15
November 7-8	K-5 half day students and teachers; K-5 conferences
November 7-8	6-12 full day students and teachers
November 8	6-12 conferences; times to be determined
November 9	Vacation Day; classes resume November 12
November 21-23	Thanksgiving recess
December 24-January 4	Christmas recess; classes resume January 7
January 24	K-5 full day students and teachers
January 24	6-12 half day students and teachers; records day for teachers
January 25	K-12 half day students and teachers; records day for teachers
February 25	K-12 inservice, classes resume February 26
March 27-28	K-5 half day students and teachers; K-5 conferences
March 27-28	6-12 full day students and teachers; 6-12 conference date and time to be determined
March 29-April 5	Spring break recess; classes resume April 8
May 10	K-12 half day students; full day inservice for teachers following half day of students; classes resume May 13
May 27	Memorial Day recess
June 11	K-5 full day students and teachers
June 11	6-12 half day students and teachers; records day for teachers
June 12	K-12 half day students and teachers; records day for teachers

186 student days  
189 teacher days

First student day – August 23  
First teacher day – August 21  
Last student day – June 12  
Last teacher day – June 12

Coopersville Area Public Schools  
2002-2003  
School Calendar  
Schedule D

August					September					October				
M	T	W	T	F	M	T	W	T	F	M	T	W	T	F
			1	2	2]	3	4	5	6		1	2	3	4
5	6	7	8	9	9	10	11	12	13	7	8	9	10	11
12	13	14	15	16	16	17	18	19	20	14	15	16	17	18*
19	<20	21>	22	23	23	24	25	26	27	21	22	23	24	25
26	27	28	29	[30	30					28	29	30	31	
November					December					January				
M	T	W	T	F	M	T	W	T	F	M	T	W	T	F
				1	2	3	4	5	6			1	2	3]
4	5	(6*	7*)	[8]	9	10	11	12	13	6	7	8	9	10
11	12	13	14	15	16	17	18	19	20	13	14	15	16*	17*
18	19	[20	21	22]	[23	24	25	26	27	20	21	22	23	24
25	26	27	28	29	30	31				27	28	29	30	31
February					March					April				
M	T	W	T	F	M	T	W	T	F	M	T	W	T	F
3	4	5	6	7	3	4	5	6	7		1	2*	3*	4
10	11	12	13	14	10	11	12	13	14	[7	8	9	10	11]
17	18	19	20	21	17	18	19	20	21	14	15	16	17	[18]
<24>	25	26	27	28	24	25	26	27	28	21	22	23	24	25
					31					28	29	30		
May					June									
M	T	W	T	F	M	T	W	T	F					
			1	2	2	3	4	5	6	Sept. 2	Labor Day			
5	6	7	8	9*	9	10	11*	12*	13	Nov. 28	Thanksgiving			
12	13	14	15	16	16	17	18	19	20	Dec. 25	Christmas			
19	20	21	22	23						Jan. 1	New Year's Day			
[26]	27	28	29	30						Apr. 18	Vacation Day			
										May 26	Memorial Day			

* ½ days	187 Student Days	First Student Day - August 22
( ) Conferences	190 Teacher Days	Last Student Day - June 12
[ ] Vacation, Holiday or Other Non-working day		First Teacher Day - August 20
< > Non-Student Day		Last Teacher Day - June 12

2002-2003

August 20-21	First day for teachers, inservice both days
August 22	First day for students
August 30-September 2	Labor Day recess; classes resume September 3
October 18	K-12 half day students; full day inservice for teachers following half day of students; classes will resume October 21
November 6-7	K-5 half day students and teachers; K-5 conferences
November 6-7	6-12 full day students and teachers
November 8	K-12 Vacation Day; classes resume November 11
November 20-22	Thanksgiving recess
December 23-January 3	Christmas recess; classes resume January 6
January 16	K-5 full day students and teachers
January 16	6-12 half day students and teachers; records day for teachers
January 17	K-12 half day students and teachers; records day for teachers
February 24	K-12 inservice; classes resume February 25
April 2-3	K-5 half day students and teachers; K-5 conferences
April 2-3	6-12 full day students and teachers; 6-12 conference date and time to be determined.
April 7-11	Spring break recess; classes resume April 14
April 18	K-12 Vacation Day; classes resume April 21
May 9	K-12 half day students; full day inservice for teachers following half day of students; classes resume May 12
May 26	Memorial Day recess
June 11	K-5 full day students and teachers
June 11	6-12 half day students and teachers; records day for teachers
June 12	K-12 half day students and teachers; records day for teachers
187 student days	First student day – August 22
190 teacher days	First teacher day – August 20
	Last student day – June 12
	Last teacher day – June 12



**SCHEDULE E**  
**Teacher/Staff Member Evaluation**

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

**Teacher/Staff Member Performance Appraisal**

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

**Definition of Ratings**

*Consistently Meets*                      A check in this box indicates that the teacher meets the expectation in this performance area.

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

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

*N/O*                                        Not observed

*N/A*                                        Not applicable

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

Teacher/staff being evaluated \_\_\_\_\_ Status \_\_\_\_\_

Evaluator \_\_\_\_\_

**A. INSTRUCTIONAL PROCESS**

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

Narrative:

**B. MONITORING STUDENT PROGRESS**

1.	The teacher/staff member maintains records of individual student progress.	<b>Meets Expectations</b>		<b>Does Not Meet</b>		
		Consistently	Inconsistently	Expectations	N/O	N/A
		[ ]	[ ]	[ ]	[ ]	[ ]
2.	The teacher/staff member communicates student progress to parents.	<b>Meets expectations</b>		<b>Does Not Meet</b>		
		Consistently	Inconsistently	Expectations	N/O	N/A
		[ ]	[ ]	[ ]	[ ]	[ ]
3.	The teacher/staff member uses a variety of techniques to assess the performance levels of students.	<b>Meets Expectations</b>		<b>Does Not Meet</b>		
		Consistently	Inconsistently	Expectations	N/O	N/A
		[ ]	[ ]	[ ]	[ ]	[ ]
4.	The teacher returns written work promptly to students with suggestions for improvement as needed.	<b>Meets Expectations</b>		<b>Does Not Meet</b>		
		Consistently	Inconsistently	Expectations	N/O	N/A
		[ ]	[ ]	[ ]	[ ]	[ ]

Narrative:

**C. INTERACTION WITH STUDENTS**

1.	The teacher/staff member models and expects students to use behaviors which show consideration for the dignity and rights of others.	<b>Meets Expectations</b>		<b>Does Not Meet</b>		
		Consistently	Inconsistently	Expectations	N/O	N/A
		[ ]	[ ]	[ ]	[ ]	[ ]
2.	The teacher/staff member communicates high academic and behavioral expectations to all students.	<b>Meets Expectations</b>		<b>Does Not Meet</b>		
		Consistently	Inconsistently	Expectations	N/O	N/A
		[ ]	[ ]	[ ]	[ ]	[ ]
3.	The teacher/staff member has clearly established classroom rules, procedures and timelines which are known to the students.	<b>Meets Expectations</b>		<b>Does Not Meet</b>		
		Consistently	Inconsistently	Expectations	N/O	N/A
		[ ]	[ ]	[ ]	[ ]	[ ]
4.	The teacher/staff member follows a proactive plan for ameliorating behavior problems.	<b>Meets Expectations</b>		<b>Does Not Meet</b>		
		Consistently	Inconsistently	Expectations	N/O	N/A
		[ ]	[ ]	[ ]	[ ]	[ ]
5.	The teacher/staff member uses human relations techniques such as acceptance, praise, listening, and humor.	<b>Meets Expectations</b>		<b>Does Not Meet</b>		
		Consistently	Inconsistently	Expectations	N/O	N/A
		[ ]	[ ]	[ ]	[ ]	[ ]

Narrative:

**D. PROFESSIONALISM**

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

Narrative:

The teacher/staff member may provide a self-evaluation.

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

Date of observation(s) \_\_\_\_\_

Recommendation for Probationary Teachers

Time and Subject \_\_\_\_\_

\_\_\_ Probation \_\_\_ year

\_\_\_ Tenure

\_\_\_ Other (Explain)

\_\_\_\_\_

\_\_\_\_\_

**Probationary Teachers:** Number of professional development days completed to date: \_\_\_\_\_

For all teachers/staff members:

The performance of \_\_\_\_\_ has been satisfactory/unsatisfactory for this year.

**Signatures:**

**Date:**

Appraiser \_\_\_\_\_

\_\_\_\_\_

Position \_\_\_\_\_

Teacher/Staff Member \_\_\_\_\_

\_\_\_\_\_

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

For teachers who have Individual Development Plans (IDP):

Assessment on progress toward IDP goals to date:



The first part of the document discusses the importance of maintaining accurate records of all transactions. It emphasizes that every entry, no matter how small, should be recorded to ensure the integrity of the financial statements. This includes not only sales and purchases but also expenses and income. The text suggests that a systematic approach to record-keeping is essential for identifying trends and making informed decisions.

In the second section, the author addresses the challenges of budgeting in a dynamic market. It is noted that budgets are often based on assumptions that may change over time. Therefore, it is crucial to review the budget regularly and adjust it as needed. The text provides several strategies for managing budget variances, such as identifying areas of overspending and finding ways to reduce costs without compromising quality.

The third part of the document focuses on the role of technology in modern accounting. It highlights how software solutions can streamline processes, reduce errors, and provide real-time data. The author discusses various types of accounting software and their benefits, as well as the importance of data security and backup procedures. It is stressed that while technology is a powerful tool, it should be used in conjunction with sound accounting principles.

Finally, the document concludes with a discussion on the ethical responsibilities of accountants. It states that accountants have a duty to provide accurate and unbiased information to their clients and the public. This requires a high level of integrity and objectivity. The text also touches upon the importance of staying updated with the latest regulations and standards in the field.

The first part of the document discusses the importance of maintaining accurate records of all transactions. It emphasizes that every entry, no matter how small, should be recorded to ensure the integrity of the financial statements. This includes not only sales and purchases but also expenses and income. The text suggests that a systematic approach to bookkeeping can help in identifying trends and managing cash flow effectively.

In the second section, the author provides a detailed explanation of the double-entry system. This method ensures that every transaction is recorded in two different accounts, maintaining the balance of the ledger. The text explains how debits and credits are used to record transactions and how they affect the various accounts in the ledger. It also discusses the importance of balancing the books at the end of each period.

The third part of the document focuses on the preparation of financial statements. It outlines the steps involved in creating a balance sheet, an income statement, and a statement of cash flows. The author provides examples and explanations for each statement, highlighting the key components and how they are derived from the ledger. The text also discusses the importance of these statements for stakeholders and how they provide a comprehensive view of the company's financial health.

Finally, the document concludes with a discussion on the role of bookkeeping in business decision-making. It argues that accurate and timely financial information is essential for managers to make informed decisions about the future of the business. The text suggests that bookkeeping is not just a clerical task but a strategic one that can significantly impact the success of the organization.