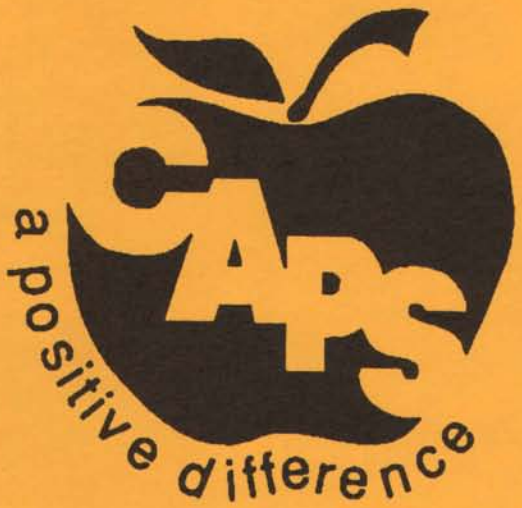


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Coopersville Area Public Schools

Coopersville Area Public Schools

PUBLIC EMPLOYEE RELATIONS CONTRACT

between

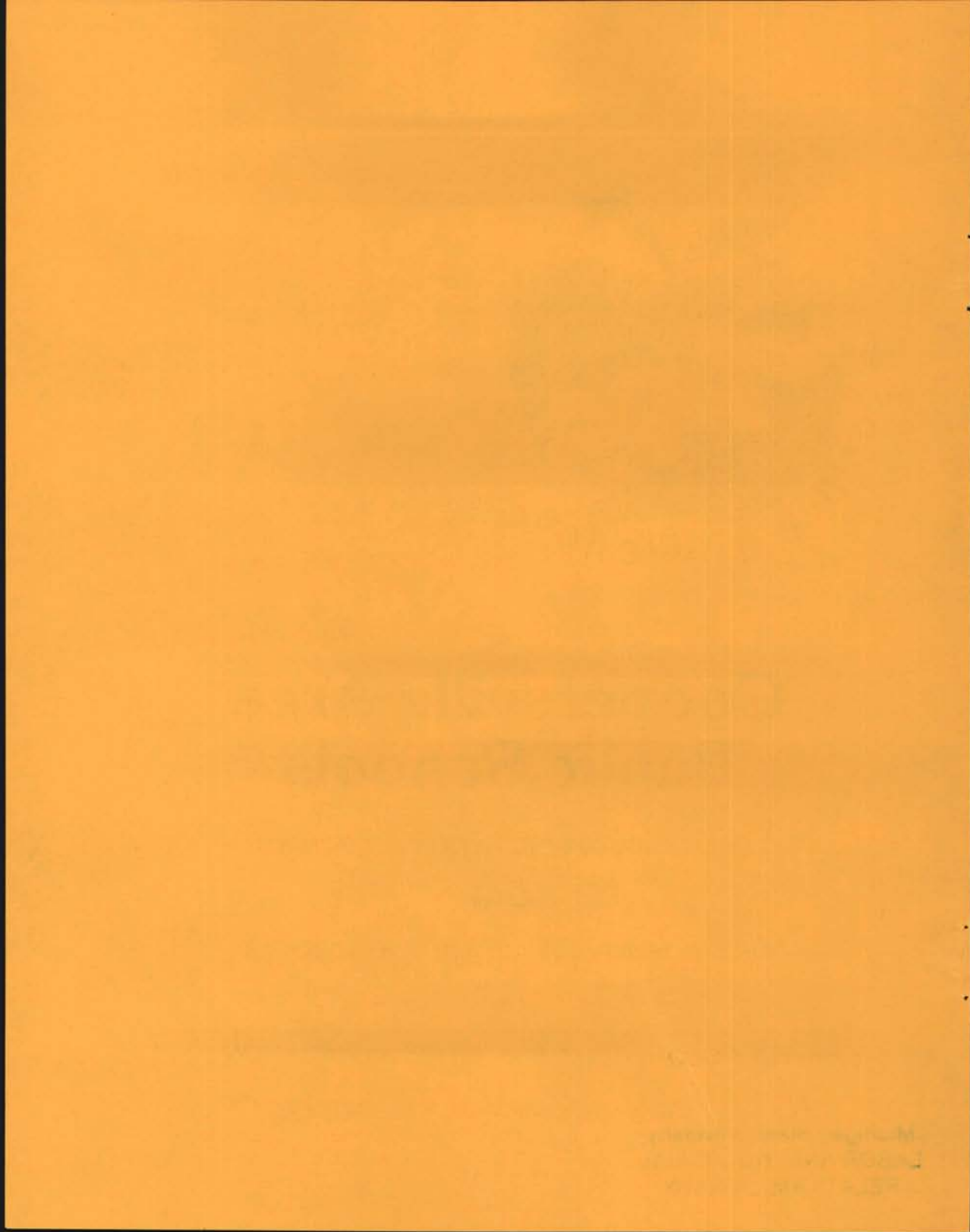
THE COOPERSVILLE AREA PUBLIC SCHOOLS

and

THE COOPERSVILLE EDUCATION ASSOCIATION

Effective through August 24, 1997

Michigan State University
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Coopersville Area Public Schools

PUBLIC EMPLOYEE RELATIONS CONTRACT

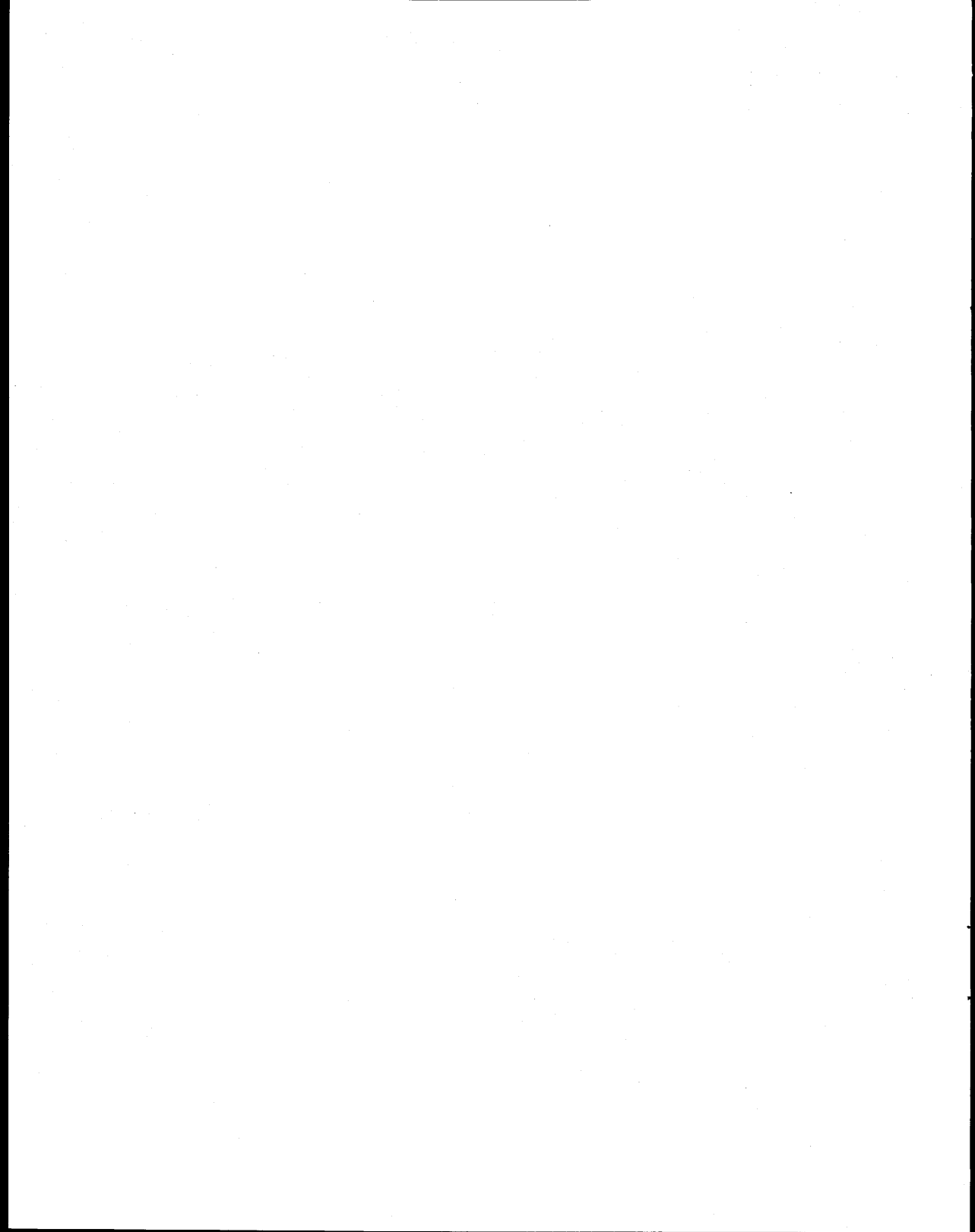
between

THE COOPERSVILLE AREA PUBLIC SCHOOLS

and

THE COOPERSVILLE EDUCATION ASSOCIATION

Effective through August 24, 1997



A G R E E M E N T

AN AGREEMENT effective the 24th day of August, 1993, 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".

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 24, 1997.

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 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 1.4 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, not more than three teachers at any one time may be certified as Association representative 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 of 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 a pro-rata 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 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 will be 4% and the junior high position will be 2%. If the Music Department Head position of Schedule B is filled, the 9th thru 12th Instrumental Music position will be 8% and the 7th and 8th Instrumental Music position will 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 Any teacher who has attained step 23 will receive additional compensation beyond their normal salary for curriculum, professional development or school improvement work. This additional compensation will be \$2,000 per year and will be granted only three times in a teacher's career. Any teacher selecting this option must notify the superintendent in writing by January 31 of

the school year preceeding the one in which they choose to participate.

Any other teacher may work additional days at one-half (1/2) their per diem rate. If the numbers dictate the necessity, a selection process will be mutually agreed upon by the superintendent and the CEA.

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 pro-rate salary adjustment upon receipt by the superintendent of official documentation showing completion of requisite semester hours, or equivalent, of degree, or of certificate. The pro-rate 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) Continuing Certificate and Permanent Certificate are interchangeable terms which are in contrast to Provision, Temporary, or initial certification.

3.21(b) 'AB/BS + 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 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) will count towards the thirty (30) hours.

3.21(c) '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 Certification (currently 18) will count towards the fifteen (15) hours.

3.21(d) 'AB/BS + 45 Permanent Certificate' shall mean forty-five (45) 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) will count towards the forty-five (45) hours.

3.21(e) '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) will count towards the thirty (30) hours.

3.21(f) 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) will count towards the sixty (60) hours.

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

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 to be taken by CAPS teachers for credit on the salary schedule, and shall determine whether such credit shall be given. Such determination is to be made on the basis of its value to the CAPS educational program.

3.23(c) The committee shall meet on the second Tuesday of each month. Any teacher wishing to submit a course for approval shall list the course, university/college, instructor (if known), number of hours and a statement of the value of the course to

applying teacher's instructional program. All requests should be submitted 24 hours before the meeting.

3.23(d) All courses in a degree program shall receive automatic approval.

3.23(e) The Educational Review Committee shall have the sole authority to grant credit for courses on the salary schedule. In addition, the Educational Review Committee shall be empowered to give hour(s) of credit on the salary schedule for workshops and other educational activities of value to the CAPS educational program. In case of a tie-vote, approval shall be automatically granted. However, credit for workshops and other educational activities would require a majority vote for approval.

3.23(f) In cases of absence of Educational Review Committee members at any particular meeting, the President of 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 will take effect September 1, 1985. Classes taken prior to September 1, 1985, will not be subject to approval by the Committee, or revocation of credit on the salary schedule.

3.24 Payment for Courses. For people who have attained placement on MA+30, AB+60 column, the Board will pay course fees for up to three semester hours per year for courses approved by a majority vote of the Educational Review Committee.

3.25 Pay Periods. The salary payment shall be bi-weekly on the basis of 21 pays or 26 pays at the teachers option per fiscal year; however, on the second pay day of June teachers shall receive, upon written request, payment for all accrued wages.

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) 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.

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 will 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 will 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 will 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 need 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. Staff meetings, at which attendance of teachers is required, except in extraordinary circumstances, shall be held not more than once a month and shall not extend more than one hour beyond the regular work day, as above defined. Upon mutual agreement between the principals and the faculty involved, the frequency and the length of meetings may be increased.

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.

Section 4.4 Calendared Duty Days. If it becomes necessary to add days to the school calendar to qualify for full state aid, all such days shall be added to the normal school calendar at no additional compensation. If the current (1986) method of counting state aid days is changed, the Association shall have the right to re-open this clause.

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 will 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 4.21. Such relief time will 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 periods worked to the total number of periods in the regular school day. Purchase of the conference/planning period shall result in the teacher providing an equivalent period of time for conference/planning beyond the regular teacher work day.

Section 5.4 Substituting. No regularly assigned teacher will 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 by 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.

Section 5.7 Lesson Plans. Each teacher shall maintain a minimum of monthly written lesson planning which indicates 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 a special 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 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 its 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 will make every attempt to limit the number of preparations a teacher will 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.

Section 5.12 It is not the intent of the board to eliminate bargaining unit positions by changing to a seven-period day.

6.0 - TEACHING CONDITIONS

Section 6.1 Class Standards. The parties recognize the availability of optimum school facilities for both student and teacher 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 not if the numbers or ratios change after the end of February.

6.12 Pupil - Teacher Ratio. The parties recognize that class size and student-teacher ratios are important considerations for instruction and efficient operation of the district. Therefore, the following class size limits are agreed to:

- a. K-3 25 to 1 maximum
- b. 4-5 28 to 1 maximum
- c. 6-8 30 to 1 maximum, 27 to 1 average student/teacher ratio and 162 total students per day maximum
- d. 9-12 30 to 1 maximum, 28 to 1 average student/teacher ratio and 168 total students per day maximum

This section shall not apply to traditionally large group instruction (i.e. band, choir, gym, etc.) It shall also not apply to the migrant program. Experimental large group classes in the High School will be permitted with the agreement of the Association.

In grades K-5 every effort will be made to maintain class sizes within these maximum limits. However, in an emergency, the maximum may go to 30 to 1. If a class size exceeds 30, additional staff will be added.

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 a SIP or application thereof affecting the wages, hours and/or other terms and conditions of employment, or the impact of any 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 lounge 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 will be informed by the Superintendent prior to involuntary transfers or assignments within the system, and the reasons for such transfer will 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 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 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.

8.0 - VACANCIES

Section 8.1 Definition of Temporary Vacancy. A 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 Vacancies. Permanent vacancies 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 with the Superintendent of Schools 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 permanent vacancies occur 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 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 will 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-rata 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 will compensate the teacher for all unused accrued days at the same rate as follows: \$25.00 per day for each day between 0 and 100. If total days are more than 100 but not more than 150, the rate will be \$35.00 for each day. If 150 or more days, the rate will be \$50.00 for each day.

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 will 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 of the Superintendent, 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 expense not to exceed prior approved estimate of cost and provide for a substitute teacher; the teacher shall submit a written resume' of how the subject of the professional improvement experience can be directly related to the Coopersville Area Public Schools system.

Section 9.3 Sabbatical Leave may be granted at the prevailing salary schedule by the Board upon the recommendation of the Superintendent 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 7 or more consecutive years of employment may grant said teacher a sabbatical leave for professional improvement for not to exceed 2 semesters at any one time. Provided, that the teacher holds a permanent or life certificate, or is engaged in teaching in a college maintained by the board. During said sabbatical leave, the teacher shall be considered to be in the employ of the said board, shall have a contract, and may be paid compensation as provided in the rules and regulations of said Board; provided, however, that said board shall not be held liable for death or injuries sustained by any teacher while on sabbatical leave.

Section 9.4 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 will 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 Superintendent identifying the period of proposed leave and the necessity thereof. Approval shall be discretionary with the Superintendent 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 will 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 will 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 will 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 will 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 will be promptly called to the teacher's attention. Each teacher will 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 will 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 will continue to do so.

Section 11.2 Legal Rights. Any case of assault instituted by a student on 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 or its designated representative. The Board will provide legal counsel to advise the teacher of his/her rights and obligations with respect to such case and the Board will 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, (2) the placing of a non-tenure teacher on a third year probation, and (3) 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 position and/or teacher would be affected. Such notification of impending lay-offs 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 K 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 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 tenure teachers are laid off, so long as tenure 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 will be given first opportunity to fill such positions. If the position is to be filled by a recalled teacher, it 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 vacancies 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.

12.65 Any regular K-12 day school teacher recalled to a community education position may refuse such recall without loss of recall rights to a regular K-12 day school position. Any community education teacher recalled to a regular K-12 day school position may refuse such recall without loss of recall rights to a community education position.

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 Seniority for Community Education Contracted Teachers. Beginning with school year 1983-84, a separate seniority roster shall be maintained for community education teachers. Seniority for purposes of layoff and recall in community education shall be defined as the length of continuous service as a teacher within the Coopersville Area Public Schools Community Education program computed from date of hire as indicated by the date of letter of intent to issue a contract for a community education position.

12.81 Teachers who elect to transfer from Grand Rapids Community Education to CAPS Community Education on or before September 1, 1983, shall also transfer their seniority acquired from Grand Rapids Public Schools to the CAPS Community Education Seniority Roster.

12.82 Teachers employed in Community Education shall be placed on the K-12 Seniority Roster as provided under section 12.7 of this PERC.

12.83 Teachers who elect to transfer from Grand Rapids Community Education to CAPS Community Education on or before September 1, 1983, shall be placed on the K-12 Seniority Roster as provided for in Section 12.7 of this PERC. However, these teachers shall be placed on the bottom (least seniority) of the K-12 Seniority Roster in rank order according to their Grand Rapids Public Schools seniority.

12.84 Regular K-12 day school program teachers transferred to or recalled to a position in community education shall have their seniority for the Community Education Seniority Roster computed from date of such transfer or recall.

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 May 1 of the final year of this Agreement, the parties will begin negotiations for a new 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 make concessions 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 or its representatives which involve the Association during the school day, the teachers regularly on the Association Negotiating Team (not to exceed six including the recorder) will 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 will 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, will 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 Representative of Association. Designated representative 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 shall be grievable up to and including Level Three - Board, but not to Level Four - Arbitration:

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

14.21(b) The termination of services or failure to re-employ any teacher to a position on the extra-curricular schedule; however, written reason(s) for such termination or failure to re-employ shall be submitted to the teacher 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 shall not be the basis of any grievance filed under procedure(s) outlined in this section:

14.22(a) The placing of a non-tenure teacher on a third year of probation.

14.22(b) 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(c) 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(d) 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 will 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 will be bound by the rules and procedures of the AAA.

14.44(b) Arbitration Hearing. The arbitrator will 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 are to be at their 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 will 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 for the 1990 ratification years of age or older;

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

15.13 cannot 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 May 1 each year for retirement effective June 30 of that year unless the May 1 restriction is waived by the Board.

Section 15.3 Retirement Plan

15.31 The Board shall pay the teacher an amount equal to the teacher's years of service in CAPS (not to exceed 30 years) multiplied by the teacher's last annual salary rate (not to include Schedule B payments) times 0.6%. Such amount shall be paid on or before January 5, of the next calendar year, and an annual payment of that computed amount on the anniversary of that date each year thereafter up to and including the school fiscal year in which the teacher is eligible for full social security and medicare.

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 0.6% multiplier in Sec. 15.31, a teacher may select Schedule C, Plan A, minus LTD coverage. All other provisions of 15.31 remain the same. The maximum yearly liability to the board will be the amount generated by the 0.6% multiplier in Sec. 15.31 for each individual retiree.

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

Lynnell Huizen
Lynnell Huizen, CEA President

John Van Dyken
John VanDyken, Chief Negotiator

Date September 30, 1993

COOPERSVILLE AREA PUBLIC SCHOOLS

Patrick Gavin
Patrick Gavin, President

Donald Engle
Donald Engle, Secretary

Date October 19, 1992

Salary Schedule A
1993-94

Coopersville

S T E P	BA/BS PROV & PERM Amount	MA/MS PROV BA/BS + 30 PERM Amount	MA/MS PERM Amount	MA/MS + 15 BA/BS + 45 PERM Amount	MA/MS + 30 BA/BS + 60 PERM Amount
2	24000	25000	26000	27000	28000
3	27100	28300	29600	30800	32000
4	30800	32000	33300	34500	35700
7	34500	35700	37000	38200	39400
10	38200	39400	40700	41900	43100
13	40700	43100	44400	45600	48100
16	40700	43700	46200	47400	49900
19	40700	44400	48100	49300	51800
22	40700	44400	48100	51100	54200
25	40700	44400	48100	53000	56700

* The Board has the right to set the salary for step 1.

COOPERSVILLE AREA PUBLIC SCHOOLS
SALARY SCHEDULE A

1994-95

The 1993-94 salary schedule is to show an increase of 3% on each step of each column, and then each step of each column of the 1993-94 Salary Schedule "A" shall be increased by the "percent change to June, 1994, from June, 1993" as published by the U.S. Department of Labor, Bureau of Labor Statistics, Chicago, Illinois for the June, 1994, Consumer Price Index, United States City Average, 1982-84 equals 100, All Urban Consumers, All Items.

The amounts as determined by the above shall be rounded to the nearest dollar with multiples of fifty cents (\$.50) rounded to the nearest even dollar.

COOPERSVILLE AREA PUBLIC SCHOOLS
SALARY SCHEDULE A

1995-96

Each step of each column of the 1994-95 Salary Schedule "A" shall be increased by the "percent change to June, 1995, from June, 1994" as published by the U.S. Department of Labor, Bureau of Labor Statistics, Chicago, Illinois for the June, 1995, Consumer Price Index, United States City Average, 1982-84 equals 100, All Urban Consumers, All Items.

The amounts as determined by the above shall be rounded to the nearest dollar with multiples of fifty cents (\$.50) rounded to the nearest even dollar.

COOPERSVILLE AREA PUBLIC SCHOOLS
SALARY SCHEDULE A

1996-97

Each step of each column of the 1995-96 Salary Schedule "A" shall be increased by the "percent change to June, 1996, from June, 1995" as published by the U.S. Department of Labor, Bureau of Labor Statistics, Chicago, Illinois for the June, 1996, Consumer Price Index, United States City Average, 1982-84 equals 100, All Urban Consumers, All Items.

The amounts as determined by the above shall be rounded to the nearest dollar with multiples of fifty cents (\$.50) rounded to the nearest even dollar.

SCHEDULE B
EXTRA DUTY COMPENSATION
(See Section 3.1)

Comparable Assignment		% on Compensation	Comparable Assignment		% on Compensation
Extra Duty Assignment	Schedule		Extra Duty Assignment	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. Cheerleading, 9-12 (F)		6%
Frosh		5%	9-12 (W)		6%
2. Basketball, Head		13%	JH		2%
JrVar		8%	Pom-Pon		2%
Frosh		7%	10. Annual		4%
8th (A)		5%	11. Class Sponsor (Senior)		2%
8th (B)		4%	(Junior)		2%
7th (A)		5%	12. Student Council, HS		2%
7th (B)		4%	JH		2%
3. Track, Girls Head HS		9%	13. Debate		2%
Boys Head HS		9%	14. Plays, Sr. Class		2%
Asst (HS)		6%	Jr. Class		2%
Girls Head JH		5%	15. Jazz Band		3% **
Boys Head JH		5%	16. Music Dept Head		3%
Asst JH		4%	17. Flag Corps Director		1%
Cross Country		6%	18. Noon Rec. HS		4%
4. Football, Head		13%	JH		4%
Asst		8%	19. Fine Arts Festival		3% Each
5. Golf		6%	20. FFA		7%
6. Tennis, Girls		6%	21. Drivers Training		.065%
Boys		6%	22. Summer Compensation		.045%
7. Wrestling, Head		12%	Non-instruction		
Asst		7%			
JH		5%			

* Each number groups comparable assignments to be used when determining "years of extra duty experience" per note (g) below.
 ** Extra duty assignment only when not offered as a classroom assignment.

SCHEDULE B COMPENSATION SCHEDULE

Yr of extra duty exp.	Index	1%	2%	3%	4%	5%	6%	7%	8%	9%	10%	11%	12%	13%
0	1.0	260	510	770	1020	1270	1530	1780	2040	2290	2550	2800	3060	3320
1	1.1	280	560	840	1120	1400	1680	1960	2240	2520	2800	3090	3370	3650
2	1.2	310	610	920	1220	1530	1840	2140	2450	2750	3060	3370	3670	3980
3	1.3	330	660	990	1330	1660	1990	2320	2650	2980	3310	3650	3980	4310
4	1.4	360	710	1070	1430	1790	2140	2500	2860	3210	3570	3930	4280	4640
5	1.5	380	770	1150	1530	1910	2300	2680	3060	3440	3820	4210	4590	4970
6	1.6	410	820	1220	1630	2040	2450	2860	3260	3670	4080	4490	4900	5300
7	1.7	430	870	1300	1730	2170	2600	3030	3470	3900	4330	4770	5200	5640
8	1.8	460	920	1380	1840	2300	2750	3210	3670	4130	4590	5050	5510	5970
9	1.9	480	970	1450	1940	2420	2910	3390	3880	4360	4840	5330	5810	6300
10	2.0	510	1020	1530	2040	2550	3060	3570	4080	4590	5100	5610	6120	6630
15	2.2	560	1120	1680	2240	2810	3370	3930	4490	5050	5610	6170	6730	7290
20	2.4	610	1220	1840	2450	3060	3670	4280	4900	5510	6120	6730	7340	7960

*Rates rounded to nearest tenth

Notes to Schedule B Percentages:

- (a) Amounts indicated on the compensation schedule are based on \$25,500 for 1993-97 contract.
- (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. All present driver training teachers will be frozen at their hourly rate for the 1984-85 school year.
- (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 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 will determine if there are sufficient participants to justify the continuation of that sport. If the sport is to be discontinued, the coach will be compensated pro rata.
- (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 will 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 -70% of salary -\$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	Long Term Disability (Same as Plan A)	Long Term Disability (Same as Plan A)
Delta Dental Plan Auto Auto +/008, 100:90/90/90 -Internal and External Coordination of benefits -Class I + II Benefits \$2,700 -Ortho \$2,700 -Sealants	Delta Dental Plan Auto (Same as Plan A except Adult Ortho Rider \$2,700)	Delta Dental Plan (Same as Plan B)
Negotiated Life Insurance Insurance \$40,000 per teacher	Negotiated Life Insurance \$50,000 per teacher	Negotiated Life (Same as Plan B)
Dependent Life Insurance Insurance -Spouse: \$10,000 -Each eligible child: \$5,000	Dependent Life Insurance (Same as Plan A)	Dependent Life (Same as Plan A)
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)

Plan A	Plan B	Plan C
Long Term Care:	Long Term Care:	(Same as Plan B)
Waiting period: 30 days	Waiting Period: 30 days	
Maximum Benefit: Life	Maximum Benefit: Life	
Inflation Rider: Yes	Inflation Rider: Yes	
Daily Benefit: \$20.00	Daily Benfit: \$60.00	
Self Only	Self and full family	
Tax Deferred Annuity (Not available)	One-half the cost of Plan A minus cost of prescription card	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 will pay the cost of Schedule C for six (6) months or until the following October which ever 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 fringe benefits for a duration determined on a pro-rata basis.

(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 insurance fringe as teachers assigned to a full work load.

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

COOPERSVILLE AREA PUBLIC SCHOOLS
K-12 SCHOOLS
SCHEDULE D - SCHOOL CALENDAR, 1993-94

August					September					October				
M	T	W	TH	F	M	T	W	TH	F	M	T	W	TH	F
2	3	4	5	6			1	2	[3					1
9	10	11	12	13	(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	TH	F	M	T	W	TH	F	M	T	W	TH	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	TH	F	M	T	W	TH	F	M	T	W	TH	F
1	2	3	4		1	2	3	4						[1
7	8	9	10	11	7	8	9	10	11	4	5	6	7	8]
14	15	16	17	18	14	15	16	17	18	11	12	13	14	15
<21> 22	23	24	25		21	22	23	24	25	18	19	20	21	22
28					28	29*	30*	31*		15	26	27	28	29

May					June					Symbols:
M	T	W	TH	F	M	T	W	TH	F	
2	3	4	5	6			1	2	3	() Legal Holiday
9	10	11	12	13	6	7	8	9*	10*	[] Vacation
16	17	18	19	20	13	14	15	16	17	* Half day for students
23	24	25	26	27						<> Non-Student day
(30) 31										

Special Dates:

- Aug 30 - Orientation; 1/2 day for teachers only
- Aug 31 - First day for students
- Sept 3,6 - Labor Day Vacation
- Oct - 9-12 Conference to be announced 6:30-9:00 p.m.
- Nov 9,10,11 - K-5 Parent-Teacher Conferences; 1/2 day for K-5 students, regular day 6-12
- Nov 9,11 - 6-8 Parent-Teacher Conferences 6:30-9:00 p.m.
- Nov 11 - 9-12 Parent-Teacher Conferences 6:30-9:00 p.m.
- Nov 12 - No classes K-12
- Nov 25,26 - Thanksgiving Recess, no classes K-12
- Dec 23-Dec 31 - Christmas Vacation, no classes K-12
- Jan 20 - Exams 6-12, 1/2 day students; K-5 regular day
- Jan 21 - Exams/Records K-12, 1/2 day students
- Feb 21 - Inservice, no classes
- March - To be determined, 1 evening conference 6-12 6:30-9:00 p.m.
- Mar 29,30,31 - K-5 Parent-Teacher Conference, 1/2 day K-5 students,
- Apr 1-8 - Spring Vacation; no classes K-12
- May 30 - Memorial Holiday, no classes K-12
- June 9 - Exams 6-12, 1/2 day students; K-5 regular day
- June 10 - Exams/Records, K-12 1/2 day students

Number of Count Days:

Student Days: 184
Teacher Days: 185.5
Teacher Salary (s3.26) Days: 191.50

COOPERSVILLE AREA PUBLIC SCHOOLS
K-12 SCHOOLS
SCHEDULE D - SCHOOL CALENDAR, 1994-95

August					September					October				
M	T	W	TH	F	M	T	W	TH	F	M	T	W	TH	F
1	2	3	4	5				1	[2	3	4	5	6	7
8	9	10	11	12	(5)] 6	7	8	9	10	11	12	13	14	
15	16	17	18	19	12	13	14	15	16	17	18	19	20	21
22	23	24	25	26	19	20	21	22	23	24	25	26	27	28
<29>	30	31			26	27	28	29	30	31				

November					December					January				
M	T	W	TH	F	M	T	W	TH	F	M	T	W	TH	F
	1	2	3	4				1	2	2]	3	4	5	6
7	8*	9*	10*	[11]	5	6	7	8	9	9	10	11	12	13
14	15	16	17	18	12	13	14	15	16	16	17	18	19*	20*
21	22	23[(24)	25]	19	20	21	[22	23	23	24	25	26	27	
28	29	30			26	27	28	29	30	30	31			

February					March					April				
M	T	W	TH	F	M	T	W	TH	F	M	T	W	TH	F
		1	2	3			1	2	3	[3	4	5	6	7]
6	7	8	9	10	6	7	8	9	10	10	11	12	13	[14*]
13	14	15	16	17	13	14	15	16	17	17	18	19	20	21
<20>	21	22	23	24	20	21	22	23	24	24	25	26	27	28
27	28				27	28	29*	30*	31*					

May					June					Symbols:
M	T	W	TH	F	M	T	W	TH	F	
1	2	3	4	5				1	2	() Legal Holiday
8	9	10	11	12	5	6	7	8*	9*	[] Vacation
15	16	17	18	19	12	13	14	15	16	* Half day for students
22	23	24	25	26						<> Non-Student day
(29)	30	31								

Special Dates:

- Aug 29 - Orientation; 1/2 day for teachers only
- Aug 30 - First day for students
- Sept 2,5 - Labor Day Vacation
- Oct - 9-12 evening conference to be announced 6:30 - 9:00 p.m.
- Nov 8,9,10 - K-5 Parent-Teacher Conference, 1/2 day for K-5 students; regular day 6-12
- Nov 8,10 - 6-8 Parent-Teacher Conference 6:30 - 9:00 p.m.
- Nov 10 - 9-12 Parent-Teacher Conference 6:30 - 9:00 p.m.
- Nov 11 - Vacation Day - No classes K-12
- Nov 24,25 - Thanksgiving recess - No classes K-12
- Dec 22-Jan 2 - Christmas Vacation - No classes K-12
- Jan 19 - Exams 6-12, 1/2 day students; K-5 regular day
- Jan 20 - Exams/Records, K-12 1/2 day students
- Feb 20 - Inservice, No classes K-12
- Mar 29,30,31 - K-5 Parent-Teacher Conferences, 1/2 day K-5 students
- Mar - To be announced, 6-12 Conferences 6:30-9:00 p.m.
- Mar 31 - Spring Vacation - 1/2 day K-12 students/teachers
- Apr 3-7 - Spring Vacation, no classes K-12
- April 14 - 1/2 day K-12 students/teachers
- May 29 - Memorial Day, no classes K-12
- June 8 - Exams, 6-12 1/2 day students; K-5 regular day
- June 9 - Exams/Records, K-12 1/2 day students

Number of Count Days:

Student Days: 184
 Teacher Days: 185
 Teacher Salary (\$3.26) days: 191

COOPERSVILLE AREA PUBLIC SCHOOLS
K-12 SCHOOLS
SCHEDULE D - SCHOOL CALENDAR, 1995-96

August					September					October				
M	T	W	TH	F	M	T	W	TH	F	M	T	W	TH	F
	1	2	3	4					[1]	2	3	4	5	6
7	8	9	10	11	(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	TH	F	M	T	W	TH	F	M	T	W	TH	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	TH	F	M	T	W	TH	F	M	T	W	TH	F
			1	2					1	[1	2	3	4	(5)]
5	6	7	8	9	4	5	6	7	8	8	9	10	11	12
12	13	14	15	16	11	12	13	14	15	15	16	17	18	19
<19>	20	21	22	23	18	19	20	21	22	22	23	24	25	26
26	27	28	29		25	26	27*	28*	29*	29	30			

May					June					Symbols:			
M	T	W	TH	F	M	T	W	TH	F	()	[]	*	<>
		1	2	3						()	[]	*	<>
6	7	8	9	10	3	4	5	6*	7*	()	[]	*	<>
13	14	15	16	17	10	11	12	13	14	()	[]	*	<>
20	21	22	23	24						()	[]	*	<>
(27)	28	29	30	31						()	[]	*	<>

Special Dates:

- Aug 28 - Orientation; 1/2 day for teachers only
- Aug 29 - First day for students
- Sept 1,4 - Labor Day Vacation
- Oct - 9-12 evening conference to be announced 6:30 - 9:00 p.m.
- Nov 7,8,9 - K-5 Parent-Teacher Conference, 1/2 day for K-5 students; regular day 6-12
- Nov 7,9 - 6-8 Parent-Teacher Conference 6:30 - 9:00 p.m.
- Nov 9 - 9-12 Parent-Teacher Conference 6:30 - 9:00 p.m.
- Nov 10 - Vacation Day - No classes K-12
- Nov 23,24 - Thanksgiving recess - No classes K-12
- Dec 22-Jan 1 - Christmas Vacation - No classes K-12
- Jan 18 - Exams 6-12, 1/2 day students; K-5 regular day
- Jan 19 - Exams/Records, K-12 1/2 day students
- Feb 19 - Inservice, No classes K-12
- Mar 27,28,29 - K-5 Parent-Teacher Conferences, 1/2 day K-5 students
- Mar - To be announced, 6-12 Conferences 6:30-9:00 p.m.
- Mar 29 - Spring Vacation - 1/2 day K-12 students/teachers
- Apr 1-5 - Spring Vacation, no classes K-12
- May 27 - Memorial Day, no classes K-12
- June 6 - Exams, 6-12 1/2 day students; K-5 regular day
- June 7 - Exams/Records, K-12 1/2 day students

Number of Count Days:

Student Days: 184
Teacher Days: 185.5
Teacher Salary (\$3.26) days: 191

**COOPERSVILLE AREA PUBLIC SCHOOLS
K-12 SCHOOLS
SCHEDULE D - SCHOOL CALENDAR, 1996-97**

August					September					October				
M	T	W	TH	F	M	T	W	TH	F	M	T	W	TH	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	TH	F	M	T	W	TH	F	M	T	W	TH	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	TH	F	M	T	W	TH	F	M	T	W	TH	F
3	4	5	6	7						1	2*	3*	4*	
10	11	12	13	14	3	4	5	6	7	[7	8	9	10	11]
17	18	19	20	21	10	11	12	13	14	14	15	16	17	18
24	25	26	27	28	17	18	19	20	21	21	22	23	24	25
					24	25	26	27	[28*]	28	29	30		
					31									

May					June					Symbols:
M	T	W	TH	F	M	T	W	TH	F	
			1	2	2	3	4	5*	6*	() Legal Holiday
5	6	7	8	9	9	10	11	12	13	[] Vacation
12	13	14	15	16	16	17	18	19	20	* Half day for students
19	20	21	22	23						<> Non-Student day
(26)	27	28	29	30						

Special Dates:

- Aug 26 - Orientation; 1/2 day for teachers only
- Sept 27 - First day for students
- Aug 30-Sept 2 - Labor Day Vacation
- Oct - 9-12 evening conference to be announced 6:30 - 9:00 p.m.
- Nov 5,6,7 - K-5 Parent-Teacher Conference, 1/2 day for K-5 students; regular day 6-12
- Nov 5,7 - 6-8 Parent-Teacher Conference 6:30 - 9:00 p.m.
- Nov 7 - 9-12 Parent-Teacher Conference 6:30 - 9:00 p.m.
- Nov 8 - Vacation Day - No classes K-12
- Nov 28,29 - Thanksgiving recess - No classes K-12
- Dec 23-Jan 3 - Christmas Vacation - No classes K-12
- Jan 16 - Exams 6-12, 1/2 day students; K-5 regular day
- Jan 17 - Exams/Records, K-12 1/2 day students
- Mar - To be announced, 6-12 Conferences 6:30-9:00 p.m.
- Mar 28 - 1/2 day K-12 students/teachers
- Apr 2,3,4 - K-5 Parent-Teacher Conferences, 1/2 day K-5 students
- Apr 4 - Spring Vacation - 1/2 day K-12 students/teachers
- Apr 7-11 - Spring Vacation, no classes K-12
- May 26 - Memorial Day, no classes K-12
- June 5 - Exams, 6-12 1/2 day students; K-5 regular day
- June 6 - Exams/Records, K-12 1/2 day students

Number of Count Days:

Student Days: 183
 Teacher Days: 184
 Teacher Salary (\$3.26) days: 191

**COOPERSVILLE AREA PUBLIC SCHOOLS
Community Services**

1993-94 Calendar

August 30	Contracted Employees report 1/2 day
Sept 3 - 6	Labor Day Vacation
September 7	Hourly Employees report
September 13	Classes begin
November 12	Vacation Day
Nov 25 & 26	Thanksgiving Vacation
Dec 23-Jan 3	Christmas Vacation
February 21	Inservice, No classes
April 1-8	Spring Vacation
May 30	Memorial Holiday, no classes
June 2	Last day of classes - Graduation
June 3	Records Day/Last Day for Hourly Employees
June 10	Last Day for Contracted Employees

1994-95 Calendar

August 29	Contracted Employees report 1/2 day
Sept 2 - 5	Labor Day Vacation
September 6	Hourly Employees report
September 12	Classes begin
November 11	Vacation Day
Nov 24 & 25	Thanksgiving Vacation
Dec 22-Jan 2	Christmas Vacation
February 20	Inservice, no classes
April 3-7	Spring Vacation
April 14	Vacation Day, 1/2 Teachers & Students
May 29	Memorial Holiday, no classes
June 1	Last day of classes - Graduation
June 2	Records Day/Last Day for Hourly Employees
June 9	Last Day for Contracted Employees

1995-96 Calendar

August 28	Contracted Employees report 1/2 day
Sept 1 - 4	Labor Day Vacation
September 5	Hourly Employees report
September 11	Classes begin
November 10	Vacation Day
Nov 23 & 24	Thanksgiving Vacation
Dec 22-Jan 1	Christmas Vacation
February 19	Inservice, no classes
April 1-5	Spring Vacation, no classes
May 27	Memorial Day, no classes
May 30	Last day of classes - Graduation
May 31	Records Day/Last Day for Hourly Employees
June 7	Last Day for Contracted Employees

1996-97 Calendar

August 26	Contracted Employees report 1/2 day
Aug 30-Sept 2	Labor Day Vacation
September 3	Hourly Employees report
September 9	Classes begin
November 8	Vacation Day
Nov 28 & 29	Thanksgiving Recess, no classes
Dec 23-Jan 3	Christmas Vacation, no classes
April 7-11	Spring Vacation
May 26	Memorial Day, no classes
May 29	Last day of classes - Graduation
May 30	Records Day/Last day for Hourly Employees
June 6	Last Day for Contracted Employees

SCHEDULE E
TEACHER EVALUATION REPORT
Coopersville Area Public Schools

Name _____ Grade/Dept. _____ Status _____

Date _____ Evaluation # _____ Time & Learning Situation: _____

Check List Code: S = Satisfactory; NI = Needs Improvement; U = Unsatisfactory;
NO = Not Observed; I = Improving

- | | |
|--|---|
| <p>A. Pupil-Teacher Relationships</p> <p><input type="checkbox"/> Maintains pupil interest & attention</p> <p><input type="checkbox"/> Maintains discipline</p> <p><input type="checkbox"/> Discourages sarcasm/ridicule</p> <p><input type="checkbox"/> Is positive and supportive</p> <p><input type="checkbox"/> Demonstrates interest in students</p> <p><input type="checkbox"/> Works effectively with ind./group</p> <p><input type="checkbox"/> Treats students with respect</p> <p><input type="checkbox"/> Promotes students' self-respect/success</p> <p><input type="checkbox"/> Maintains positive classroom atmosphere</p> <p><input type="checkbox"/> Is cognizant of students needs/feelings</p> <p>B. Effective Planning</p> <p><input type="checkbox"/> Maintains required lesson planning</p> <p><input type="checkbox"/> Is organized and prepared</p> <p><input type="checkbox"/> Effectively utilizes teacher handbook</p> <p><input type="checkbox"/> Provides appropriate lessons/assignments</p> <p><input type="checkbox"/> Provides for individual differences</p> <p><input type="checkbox"/> Follows approved curriculum</p> <p>C. Instructional Techniques</p> <p><input type="checkbox"/> Is clear & precise in statements</p> <p><input type="checkbox"/> Provides interesting presentation</p> <p><input type="checkbox"/> Is proficient in subject matter</p> <p><input type="checkbox"/> Uses variety of materials</p> <p><input type="checkbox"/> Provides for student participation</p> <p><input type="checkbox"/> Uses effective questioning techniques</p> | <p><input type="checkbox"/> Maintains instructional displays</p> <p><input type="checkbox"/> Varies techniques</p> <p><input type="checkbox"/> Provides reinforcement of learning</p> <p><input type="checkbox"/> Motivates and challenges students</p> <p><input type="checkbox"/> Employs new ideas, materials</p> <p><input type="checkbox"/> Evaluates effectiveness of learning program</p> <p><input type="checkbox"/> Measures student progress effectively</p> <p>D. Personal Attributes</p> <p><input type="checkbox"/> Is professional in appearance</p> <p><input type="checkbox"/> Uses appropriate language</p> <p><input type="checkbox"/> Shows initiative</p> <p><input type="checkbox"/> Is punctual</p> <p><input type="checkbox"/> Strives for self-improvement</p> <p>E. Professionalism</p> <p><input type="checkbox"/> Accepts professional responsibilities</p> <p><input type="checkbox"/> Is cooperative</p> <p><input type="checkbox"/> Shares ideas and materials</p> <p><input type="checkbox"/> Is discreet in communication/actions</p> <p><input type="checkbox"/> Works to improve program/policies</p> <p><input type="checkbox"/> Strives for professional growth</p> <p><input type="checkbox"/> Works to resolve problems effectively</p> <p><input type="checkbox"/> Accepts help willingly</p> <p><input type="checkbox"/> Manages routine</p> <p><input type="checkbox"/> Follows established policies/practices</p> |
|--|---|

Evaluator's Signature: _____ Dated _____
Acknowledgement of having read the above evaluation and/or recommendation: _____

Teacher's Signature: _____ Dated _____
1. Personnel File 2. Evaluated Individual 3. Evaluator
* Attach separate sheet for narrative.

