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8/31/2003

MASTER AGREEMENT  
BETWEEN  
THE HANCOCK PUBLIC SCHOOLS  
AND  
THE COPPER COUNTRY EDUCATION ASSOCIATION  
2000 - 2003

*Hancock Public Schools*

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This Agreement is entered into, for the term provided in the Duration Article, by and between the Board of Education of the City of Hancock, Michigan, hereinafter called the "Board", and the Copper Country Education Association, hereinafter called the "Association".

WITNESSETH

WHEREAS the Board and the Association recognize and declare that providing a quality education for the children of Hancock is their mutual aim and that the character of such education depends predominantly upon the quality and morale of the teaching service, and

WHEREAS the members of the teaching profession are particularly qualified to assist in formulating policies and programs designed to improve educational standards, and

WHEREAS the Board has a statutory obligation, pursuant to Act 379 of the Michigan Public Acts of 1965, to bargain with the Association as the representative of its teaching personnel with respect to hours, wages, terms and conditions of employment, and

WHEREAS the parties, following extended and deliberate professional negotiations, have reached certain understanding which they desire to memorialize.

In consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE I

RECOGNITION

A. This Agreement is entered into by and between the Board of Education of the Hancock Public Schools, hereinafter called the Board, and the Copper Country Education Association, hereinafter called the Association, which shall designate the Copper Country Education Association, solely in its representative capacity for the employees of the Hancock Public Schools in the bargaining unit recognized in Section B of this Article.

B. The Board hereby recognizes the Association as the exclusive and sole bargaining agent as defined in Act 379, Public Acts of 1965, as amended, for all teaching personnel certified by the Michigan Department of Education, who are within the appropriate bargaining unit, described and defined as:

All professional certified teaching personnel on tenure, probation, classroom teachers (regular and special), guidance counselors employed by the Board (whether or not assigned to a regular school building) and librarian(s) required by the District to be certified, but excluding supervisors and executive personnel, maintenance, drivers, office and clerical employees.

C. The terms "teacher", or "employee", singular or plural, when used hereinafter in this Agreement, shall refer to all personnel represented by the Association in the bargaining unit as defined above, and references to one gender shall include the other gender.

D. Unless the context otherwise specifically requires, the terms "Board", "Employer" and "District" all refer to the Hancock Public Schools District.

## ARTICLE II

### BOARD RIGHTS CLAUSE

A. The Board on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it, or permitted, by the laws and the Constitution of the State of Michigan, and of the United States, including, but without limiting the generality of the foregoing, the right:

1. To the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees;

2. To hire all employees and subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, or their dismissal or demotion, and to promote and transfer all such employees;

3. To establish grades and courses of instruction, including special programs, and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the Board;

4. To decide upon the means and methods of instruction, the selection of textbooks and other teaching materials, and the use of teaching aids of every kind and nature;

5. To determine class schedules, hours of instruction, and the duties, responsibilities, and assignments of teachers and other employees with respect thereto, and with respect to administrative and non-teaching activities, and the terms and conditions of employment.

B. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the constitution and laws of the State of Michigan and the Constitution and laws of the United States.

### ARTICLE III

#### ASSOCIATION AND TEACHER RIGHTS

A. Pursuant to the Michigan Public Employment Relations Act, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation and other concerted activities for mutual aid and protection. As duly elected body exercising governmental power under color of law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by the Act or other Laws of Michigan or the Constitution of Michigan or the United States; that it will not discriminate against any teacher with respect to hours, wages, or any other terms or conditions of employment by reason of his membership in the Association, his participation in any activities of the Association or collective professional negotiations with the Board, or his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

B. The Association and its members shall have the right to use school building facilities for meetings at such times and such facilities as will not interfere with the regular school activities or other commitments by the Board; however, prior arrangements must be made in not less than twenty-four (24) hours before the intended meeting date and approval granted by the Superintendent.

C. Duly authorized representatives of the Association and their respective affiliates shall be permitted to transact official Association business on school property during unscheduled hours provided that this shall not interfere with or interrupt normal school operations.

D. The Association shall have the right to use school facilities and equipment, calculating machines, and all types of audio-visual equipment at reasonable times, when such equipment is not otherwise in use. The Association shall pay for the

reasonable cost of all materials and supplies incident to such use. Arrangements for the use of any such equipment must be made with the officials in charge of the care and custody of said equipment.

E. The Association shall have the right to post notices of its activities and matters of Association concern on teacher bulletin boards, if such notices are signed by a representative of the Association, at least one of which shall be provided in each school building. The Association may use the district mail service and teacher mail boxes for communications to teachers. No teacher shall be prevented from wearing insignia, pins or other identification of membership in the Association either on or off school premises.

F. The Board agrees to furnish to the Association in response to written requests from time to time all available information concerning the financial resources of the District, including but not limited to: annual financial reports and audits, register of certified personnel, budgetary requirements, allocations (including county allocation board budgets), agendas of all Board meetings, and such other information as will assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the teachers together with information which may be necessary for the Association to process any grievance or complaint. When such material is made available to the Association, any reproduction thereof shall be at the cost of the Association.

G. The Board will inform the Association of any new or modified fiscal budgetary or tax programs, construction programs, or major revisions of educational policy, which are proposed or under consideration and the Association will be given opportunity to advise the Board with respect to said matters prior to their adoption and/or general publication.

H. Teachers shall be entitled to full rights of citizenship and no religious or political activities of any teacher or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher. The private and personal life of any teacher is not within the appropriate concern or attention of the Board except when it impairs the teacher's effectiveness in the classroom or position. However, the teacher shall not use his classroom to advocate his religious or political viewpoint.

I. No disciplinary or corrective action shall be taken upon any complaint by a parent of a student directed toward a teacher nor shall any notice thereof be included in said teacher's personnel file unless such matter is promptly reported in writing to the teacher concerned. If any question of breach of professional ethics is involved, the Association shall be notified.

## ARTICLE IV

### AUTHORIZED PAYROLL DEDUCTIONS

A. Each bargaining unit member shall, as a condition of employment, on or before thirty (30) days from the date of commencement of duties or the effective date of this Agreement, whichever is later, join the Association or pay a service fee to the Association equivalent to the amount of dues uniformly required of members of the Association, including local, state, and national dues.

B. The bargaining unit member may authorize payroll deduction for such fee. 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 written request of the Association, deduct the service fee from the bargaining unit member's wages and remit same to the Association.

C. The deduction of membership dues shall be made from one regular paycheck each month, for ten (10) months, beginning in September and ending in June of each year and the Board agrees promptly to remit to the Association all money so deducted, accompanied by a list of teachers from whom the deductions have been made.

D. Upon appropriate written authorization from the bargaining unit member, the Employer shall deduct from the salary of any such bargaining unit member and make appropriate remittance for MEA-PAC/NEA-PAC contributions.

E. The Association herewith further agrees to indemnify and save harmless the Board for all sums deducted and remitted to the Association in accordance with the provisions contained herein, and pursuant to but not limited to the provisions of the above mentioned wages and fringe benefits statute.

#### F. Payroll Deductions

The Board will provide services required to make voluntary payroll deductions from the salaries of employees for: 1) tax-deferred annuities; 2) automatic payroll savings with local banks, savings associations and local credit unions; 3) medical insurance premiums; 4) the deductions of Association membership dues shall be provided as previously stated; 5) MESSA options - a) Group Hospital Confinement Indemnity Insurance, b) Group Short-Term Disability Income Insurance, c) Group Long-Term Disability Income Insurance, d) Group Supplemental Term Life Insurance, e) Group Survivor Income Insurance, f) Group Dependent Life Insurance, and any other deductions approved by the Superintendent and the Board of Education following requests for same from the Association.



ARTICLE V

TEACHING HOURS, CLASS LOADS, AND ASSIGNMENTS

A. Normal Teaching Hours

The teacher's normal teaching hours in the Hancock Schools shall be as follows:

Elementary Teachers: 8:00 a.m. to 3:30 p.m.\*

High School Teachers: 8:00 a.m. to 3:30 p.m.\*

\*It is understood teachers will not leave prior to departure of student buses.

B. Delayed Openings

A responsible attempt will be made to open school later than usual in the morning period so that such days can be utilized as attendance/instruction days. (For example, an hour or an hour and a half will be considered for such delays as necessary and feasible.) Professional staff will be required to report to their assignments as soon as possible but not later than twenty (20) minutes before the first period or class session for students programmed that day.

C. Normal Teaching Periods

1. The normal weekly teaching load in the junior-senior high school will be based on a seven (7) period day as described below. The normal weekly teaching load in the elementary schools will be thirty (30) periods. Preparation periods prior to the opening of and immediately following the close of the class day are planned as part of the elementary teacher's day. Subject to the Normal Teaching Hours as provided above, and other specific terms of this Agreement, the District may set the starting time(s) for classes based upon the best judgment of the Administration as to how to best coordinate schedules between the District school(s) and other schools.

2. The normal teaching load for junior-senior high school teachers shall be five teaching periods or combinations of teaching and study hall periods, one unassigned preparation period and one professional period. The term "unassigned preparation period" shall be construed to include the use of this period for purposes other than preparation when deemed necessary in the judgment of the principal with the consent of the teacher.

3. The "professional period" shall consist of one class period per day and shall be devoted to various professional pursuits (examples of activities which fall within the professional hour would include those of department chair, North Central evaluation, school improvement, curriculum development, staff development, departmental meetings, textbook selection, consultation with parents, consultation, evaluation, tutoring, testing or other contact with students, or similar activities). Such tasks shall be mutually agreed upon by the Administration and staff member involved; goals and objectives shall be set and a tentative time table shall be established for the accomplishment of those tasks. Such professional efforts expended in this regard may occur off school premises and at other than school time.

4. No departure from these norms, except in case of emergency, shall be authorized without prior consultation with the Association. In the event of any disagreement between the representatives of the Board and the Association as to the need and desirability of such deviation, the matter may be processed through the Professional Grievance Negotiation Procedure hereinafter set forth.

D. All teachers shall be entitled to a duty-free uninterrupted lunch period of at least thirty (30) minutes duration. This time may be reduced for individual buildings within the system if the daily time schedule of the buildings or system warrants same as determined by the Board and a majority of teachers of the buildings agree and the teacher work day is adjusted accordingly.

E. Elementary teachers, K-5, will be provided two 15-minute relief periods each day. Elementary teachers may use for preparation all time during which their classes are receiving instruction from various teaching specialists.

F. Teachers will not be required to serve as substitutes during their contractual unassigned preparation periods. Teachers who agree to substitute during such unassigned preparation periods, at the request of the Administration, will be paid at the rate of \$15.00 per hour (rounded to the nearest half hour). While there is no requirement that elementary classes receive instruction from teaching specialists, where instruction from a teaching specialist is scheduled, and the elementary teacher is required to teach the class due to the absence of the teaching specialist, the elementary teacher will be paid at the above rate. The Administration may grant compensatory time in lieu of pay. The Administration shall keep an accurate accounting of substitute hours.

G. Supervisory teachers of student teachers shall be tenured teachers who voluntarily accept the assignment.

H. Bargaining unit members will not be assigned as Mentors for New Teachers without their consent. (As currently provided by laws addressing assignment of Mentors, "New Teachers" as used in this Section refers to teachers during the first three years of their employment in classroom teaching.) If a bargaining unit member is a Mentor for a New Teacher who is also a member of the bargaining unit neither the Mentor nor the New Teacher will be required to evaluate the other.

I. All teachers shall be given written notice of their schedules for the forthcoming year by August 1. In the event that changes in such schedules are proposed, all teachers affected shall be notified promptly and consulted. In no event will changes in teachers' schedules be made later than the 15th day of August preceding the commencement of the school year, unless an emergency situation requires same, and the Association is notified with a written statement of reasons why this was considered necessary.

J. Any assignments in addition to the normal teaching schedule during the regular school year, including adult education courses, driver education, extra duties enumerated in Schedule B, courses taught during the consultation period, and summer school shall not be obligatory and shall be with the consent of the teacher. Preference in making such assignments will be given to teachers regularly employed in the district provided said teachers have the proper qualifications for performing such duties.

## ARTICLE VI

### TEACHING CONDITIONS

A. The parties recognize that the availability of optimum school facilities for both student and teachers is desirable to insure the high quality of education, that is the goal of both teacher 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 in the school day should be directed at insuring that the energy of the teacher is primarily utilized to this end.

B. Because the teacher-pupil ratio is an important aspect of an effective educational program, the parties agree that class size should be lowered whenever possible and it is recommended that the following maximums not be exceeded:

1. Kindergarten . . . . . 25 pupils
2. Elementary School Grades . . . . 25 pupils

3. Secondary School:

The ratio of pupils to teachers and other professional staff members shall not exceed 27 to 1. It is recommended that, except in certain activity type classes, such as physical education, music and study hall, the total average pupil load for teachers within a department not exceed 150 pupils per day. The recommended class size is not more than 30 pupils except as noted below:

- |                                       |           |
|---------------------------------------|-----------|
| 1. Language                           | 25 pupils |
| 2. Science Laboratory                 | 25 pupils |
| 3. Practical Arts and Other Fine Arts | 25 pupils |

C. The Board recognizes that appropriate text library reference facility, maps and globes, laboratory equipment, audio-visual equipment, art supplies, athletic equipment, current periodicals, standard tests and questionnaires and similar materials are the tools of the teaching profession. Every teacher shall turn in a requisition to the Board by June 1 of each school year or by such other date as may be designated by the Superintendent of Schools. The teacher will be informed by August 1 or as soon as possible thereafter as to whether the requisition shall be approved by the Board in full, in part, or not at all. The parties will confer from time to time for the purpose of improving the selection or use of such educational materials and the Board undertakes promptly to implement all joint decisions thereupon made by its representative and the Association. The Board will continue its efforts to keep the school reasonably and properly equipped and maintained.

D. Under no conditions shall a teacher be required to drive a school bus as part of his regular assignment.

E. Telephone facilities shall be made available to teachers for their reasonable use. Personal long distance calls may not be charged to the school district.

F. Adequate parking facilities shall be available to the teachers for their exclusive use whenever practicable.

G. A teacher expecting to be absent shall notify their building principal (or designate) in adequate time to obtain a substitute, if available (normally by 7:00 a.m.). All teachers shall maintain a lesson plan book including class roster with lesson outline indicated so as to enable substitute teachers to be as effective as possible. Such lesson plan book must be completed by Friday for the following week. This lesson plan book shall be available for use by the substitute teacher, and its usual location shall be known to the principal.

H. Teachers must have either a major or a minor in the subject area being taught in grades 7 and 8, or have credit hours, equivalent to a major or minor, acceptable to the Superintendent.

## ARTICLE VII

### PROTECTION OF TEACHERS

A. Since the teacher's authority and effectiveness in his classroom is undermined when students discover that there is insufficient administrative backing and support of the teacher, the Board recognizes its responsibility to continue to give administrative backing and support to its teachers, although each teacher bears the primary responsibility for maintaining proper control and discipline in the classroom and his assigned area. The teachers recognize that all disciplinary actions and methods invoked by them shall be reasonable and just. It shall be the responsibility of the teacher to report to his principal in writing the name of any student who, in the opinion of the teacher, need particular assistance from skilled personnel. The teacher shall be advised by the principal of the disposition of the teacher's report that a particular student needs such assistance.

B. Any case of assault upon a teacher which has its inception in a school-centered problem shall be reported immediately to the Superintendent or his designated representative, and a written report promptly submitted to the proper person. In the event of such assault, the teacher involved may request assistance of the Board in such matter. These requests shall be made in writing. In the event that the assistance of the Board is justified, then the Board will render all reasonable assistance to the teacher in connection with the handling of the incident, by law enforcement and judicial authorities.

C. If any teacher is complained against or sued by reason of disciplinary action taken by the teacher against a student, the Board will render reasonable assistance to the teacher in his defense. It is understood that in considering whether assistance is reasonable the Board may consider whether the action taken was in accordance with Board policy. Copies of changes in Board policy regarding teacher conduct will be provided to the Association and made available to teachers.

D. No complaint arising from a teacher's performance of duties as an employee of the Hancock Public Schools by any parent or pupil shall become a part of the teacher's personnel file without adherence to the following procedures:

1. The complaint shall be submitted in writing to the administration and a copy shall be submitted to the involved teacher along with copies of any evidence submitted with the complaint. In the event the complaint arises in a public meeting it shall be referred to the administration and must be submitted in writing in order for said complaint to be acted upon.
2. The administration shall conduct an investigation into the merits of the complaint, which shall include an investigative conference with the involved teacher.
3. The teacher shall have the right to issue a written response to the administration.
4. If the administration determines that the complaint is not valid, it shall not be placed in the teacher's personnel file, unless the complaint is subsequently found to be valid by the Board pursuant to appeal of the administration's determination.
5. If the administration determines that the complaint is valid and is to be included in the teacher's personnel file, a meeting involving the superintendent, involved teacher, Association representative, and the teacher's immediate supervisor, shall be convened for the purpose of communicating the administrative disposition of the complaint.

E. The determination as to whether the time lost by a teacher under this Article is to be chargeable or non-chargeable will be made by the Board given due consideration to the circumstances of the incident. The teacher shall have the right to be present and be heard at the time of making such determination in person and through representation by the Association.

F. Teachers shall be expected to exercise reasonable care with respect to the safety of pupils and property, but shall not be individually liable, except in the case of negligence or neglect of duty, for any damage or loss to person or property.

G. Any teacher may exclude a pupil from a class session when the grossness of the offense, the persistence of the misbehavior or the disruptive effect of the violation makes the continued presence of the student in the classroom intolerable.

In such cases, the teacher will furnish the principal, as promptly as his teaching obligations will allow, full particulars of the incident.

## ARTICLE VIII

### TEACHER EVALUATION AND PROFESSIONAL BEHAVIOR

A. Probationary teachers. The District will provide probationary teachers employed for at least one full school year with Individualized Development Plans (IDP's) developed by administrative personnel in consultation with the teacher. Such teachers will receive at least an annual year-end performance evaluation during their probationary period, based on at least two classroom observations held at least sixty days apart (unless a shorter interval between the two classroom observations is mutually agreed upon by the teacher and the Administration). The annual year-end performance evaluation will include at least an assessment of the teacher's progress in meeting the goals of their IDP.

B. Teachers on Continuing Tenure. Teachers on continuing tenure will receive a performance evaluation at least once every three years. If they receive a less than satisfactory performance evaluation, the District will provide them with an Individualized Development Plan (IDP) developed by appropriate administrative personnel in consultation with the teacher. The performance evaluation will be based on at least two classroom observations conducted during the period covered by the evaluation and, if the teacher has an IDP, will include at least an assessment of the teacher's progress in meeting the goals of their IDP.

C. The performance evaluation will be signed by the administrative personnel performing the evaluation and the teacher. Performance evaluations shall be completed by May 1. A copy of the evaluation will be given to the teacher upon request. The teacher may submit their own evaluation if they do not agree with the administrative personnel evaluation. Both evaluations will be placed in the teacher's personnel file. Teachers may also confer with the Superintendent regarding their evaluations.

D. Should areas of deficiency be observed in an evaluation(s), the Administration will work with the teacher in attempting to overcome the deficiency.

E. The Administration will annually update the Association on the procedures and criteria (forms) used in the evaluation process.

F. All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher. The use of eavesdropping, closed circuit television, public address, or audio systems or similar surveillance devices shall be strictly prohibited.

G. Teachers are expected to comply with reasonable rules, regulations, and directions from time to time adopted by the Board or its representatives which are not inconsistent with the provisions of the Agreement, provided that the teacher may reasonably refuse to carry out an order which threatens physical safety or well-being.

## ARTICLE IX

### EMPLOYEE RIGHT TO REPRESENTATION AND JUST CAUSE

A. No teacher shall be reprimanded, suspended, demoted or discharged without just cause.

B. All reprimands, criticisms and evaluation conferences will be conducted in private to the extent permissible under law.

C. Whenever a result of a reprimand or disciplinary action for any infraction of discipline or delinquency in professional performance is reduced to writing by the administrator, the findings and decision of the administrator shall be filed, in writing, in the teacher's personnel file, and a copy thereof given to the teacher. The teacher shall have the opportunity to prepare a written answer to the charges which shall be attached to and filed with the reprimand. When an Individualized Development Plan (IDP) is developed, the teacher shall meet with the administrator to develop the IDP to correct the deficiencies cited by the administrator.

D. Teachers may at all times have a representative of the Association present, for observation purposes only, when they are being reprimanded, warned or disciplined for any infraction of rules or delinquency in professional performance. When a request for representation is made no such meeting will take place until an Association representative is present (so long as the representative is reasonably available). Disciplinary action will usually be taken within five (5) school days following notification to the teacher that the disciplinary action is necessary.

E. Discipline of teachers may be appealed to the grievance procedure, provided, however, that 1) as to probationary teachers, the Board may give such notices of unsatisfactory work and such other notices as may be required or



permitted by the Michigan Teachers' Tenure Act during the pendency of any grievance and 2) as to teachers on tenure or continuing contracts, pending grievances shall be dismissed upon the filing of written charges under the Michigan Teachers' Tenure Act; the Tenure Act alone shall thereafter govern proceedings against the teacher.

## ARTICLE X

### VACANCIES, PROMOTIONS, TRANSFERS AND PROFESSIONAL QUALIFICATIONS

A. Whenever a vacancy of any professional position due to retirement, resignation, death or a newly created position in the district shall occur, the Board shall publicize the same by giving written notice of such vacancy to the Association and providing for appropriate posting in every school building. No vacancy shall be filled, except in case of emergency and then only on a temporary basis, until such vacancy shall have been posted for at least fifteen (15) days.

B. Any teacher in the system may apply for such vacancy. In filling such vacancy, the Board agrees to give due weight to applicant's certification(s), qualifications and seniority in the district. The Board declares its support of a policy of promotions from within its own teaching staff, including promotions to supervisory and executive levels. The decision of the Board as to the filling of such vacancy shall, however, be final.

C. Requests to transfer to vacancies occurring in the system will be made when:

1. The application is made in writing.
2. The person requesting the transfer is fully qualified for the new position.

D. The parties recognize that changes in grade assignments in the elementary schools, changes in subject assignments in the secondary schools, school grades and transfers between schools will be necessary. While the right of determination to assign or transfer is vested in the Board, the Board will not in any case assign or transfer a teacher without prior discussion with said teacher, through their principals. Such transfers and changes of assignments shall be on a voluntary basis whenever possible. In making involuntary assignments and transfers, the convenience and wishes of the individual teacher will be honored to the extent that these considerations do not conflict with the instructional requirements and best interests of the school system and the pupils.

E. No new teacher shall be employed by the Board for a regular teaching assignment who does not have a bachelor's degree from an accredited post-secondary institution, and has never been granted a provisional or permanent certificate (if required). The employment of teachers by individual contracts based on special certificates is permitted only in cases of absolute necessity, where the teacher has outstanding credentials, or as otherwise permitted by law. The Association shall be so notified in each instance.

## ARTICLE XI

### STAFF REDUCTION

A. In the event the Board decides to reduce the number of teachers through layoff, or reduce the number of teachers in a given subject area, field or program, or eliminate or consolidate positions, the procedure as listed below shall be followed. The Board shall give sixty (60) calendar days notice of layoff for tenured teachers and thirty (30) calendar days notice of layoff for non-tenured teachers and also give same notification to the Association.

B. Provided there are teachers qualified and certified to replace them: first year probationary teachers shall be laid off first, then second year probationary teachers, then third year probationary teachers, then fourth year probationary teachers, then tenured teachers according to seniority lists.

C. The following criteria will be used when determining the reduction of tenured teachers:

1. Academic needs of the district.
2. Certification shall be defined as that which is provided on the most recent certificate, with or without endorsements, (e.g. vocational) granted by the Michigan Department of Education.
3. Seniority shall be defined as length of consecutive service in the Hancock Public Schools (following 1982 adjustment). "Service" in the system for purpose of this Agreement shall mean continuous employment in a school of the district, including substitute service, irrespective of tenure status, but shall exclude all periods when the teacher was on any unpaid leave of absence of one full semester or more.

Effective July 1, 1983 seniority will be calculated from the most recent date of employment; if previously employed in the District, only those years served in the Hancock Public Schools which are included in the years of experience granted for Schedule A purposes will be counted. Seniority shall be calculated on a pro rata basis, years of service being based on the ratio of employment in the district to a full-time position. For example, an employee serving the year from September through June but only scheduled for 60% of a position will be credited with six tenths (.6) year of seniority for such service.

4. Employees who have accrued seniority within the bargaining unit, and continue to work for the District but in a non-bargaining unit position, will have their bargaining unit seniority frozen at the time they leave the bargaining unit position. They may retain such accrued seniority for up to five years, and may use such seniority if they return to the bargaining unit within that period, but accrue no additional bargaining unit seniority while working in the non-bargaining unit position. At the end of five (5) years if the employee does not return to a bargaining unit position the employee shall forfeit their accumulated seniority.
5. The District will prepare a seniority list by October 15 each year. Within thirty (30) calendar days of posting of the seniority list any employee (or the Association) believing the list to be inaccurate shall file a written, signed objection with the Administration. Representatives of the Administration and the Association will meet with the objecting employee in an attempt to resolve the matter. If the matter is not resolved, and the employee (or Association) desire to appeal the matter, a written grievance must be submitted to the Superintendent step of the grievance procedure within ten (10) calendar days following filing of the written objection. If no written objections have been made within such period or, if written objection has been made, upon final resolution of the validity of such objection, the District may

conclusively rely upon the accuracy of such list for all purposes of this Agreement and for purposes of future revisions of such list.

6. Qualification shall be defined, in addition to 2 above, as related recent work experience in the areas of competency and education according to standards required by North Central Association of Colleges and Secondary Schools and the University of Michigan accrediting organizations or agencies serving the school district.
7. Competency shall be determined by a six (6) member committee consisting of three (3) teachers and three (3) Board representatives.

D. The order of recall shall be in the reverse order of layoff, in accordance with criteria listed above.

E. The provisions of this layoff procedure will conform with the regulations of the State Tenure Commission.

F. The Board shall give written notice of recall from layoff by sending a registered letter to said teacher at the teacher's last known address. It shall be the responsibility of each teacher to notify the Board of any change in address. The teacher's address as it appears in the Board's records shall be conclusive when used in connection with layoff recall or other notice to the teacher. If the teacher fails to report for work within fifteen (15) days from the date of the receipt of the Board's written notice of recall or within fifteen (15) days after the Board's notice of recall has been returned by the postal department as being undeliverable, and unless an extension is granted in writing by the Board, such teacher shall be considered to be a voluntary quit and shall thereby terminate his/her individual employment contract and any other employment relationship he/she may have had with the Board.

G. The Association and the Board may assist all teachers terminated for lack of work in their attempt to secure employment in other districts.

## ARTICLE XII

### HEALTH, SICK, MATERNITY, AND OTHER LEAVES

#### A. Medical Examinations

1. The Employer reserves the right to require Medical Certification.

2. Medical Certification as used in this Agreement means verification by a duly licensed physician (or other medical personnel acceptable to the Employer) that he/she performed a Medical Examination of the employee (or family member) and that the employee has the medical ability to perform his/her work, or that the physician found demonstrative symptoms substantiating the employee's inability to perform his/her work or otherwise substantiating the medical opinion given. The Medical Certification need not include the physician's diagnosis but must include the need for the employee's absence from work. Any requirement in this Agreement for Medical Certification includes medical recertification(s) whenever reasonably required by the Employer. Medical Certification(s) will (unless otherwise specifically provided) be at the employee's expense.

3. Medical Examination(s) as used in this Agreement means physical and psychiatric/psychological examinations to establish or reestablish the employee's fitness, or inability, to perform his/her work.

4. a. If the Employer reasonably believes that an employee is not physically and/or mentally able to perform their duties, the Employer may require the employee to undergo a Medical Examination in accordance with the provisions contained herein.
- b. The Employer shall indicate in writing the reason(s) for requiring an examination, including the conduct of the employee that led the Employer to question whether or not the employee was physically and/or mentally able to perform their duties.
- c. The employee shall be examined by a physician selected by the Employer and paid for by the Employer. Should the employee have a reasonable objection to the physician selected by the Employer, the Employer will select a different physician.
- d. The physician shall provide the Employer with the physician's conclusion regarding whether the employee is able to competently and safely perform their duties. The Employer shall only be entitled to medical or psychological information directly related to the employee's ability to perform their duties.
- e. If, as a result of this examination, the physician states that the employee cannot return to work, the employee shall have the right to be examined by their own personal physician, at the employee's expense.

- f. If there is conflict between the opinions of the two physicians, the employee shall have the right to a third opinion. The third physician shall be selected and paid for by the Employer, and shall be from a different facility, corporation or practice than the first Employer-selected physician. Should the employee have a reasonable objection to the physician selected by the Employer, the Employer will select a different physician.
- g. The employee shall not lose pay or sick leave for work time lost during testing.
- h. The employee shall receive a complete copy of all physician's reports or findings. In order to protect the employee's privacy rights, the employee shall determine whether or not to provide the Employer with copies of the physician's reports and findings, except for the information that is required to be provided under subsection d above.
- i. If, as a result of these provisions, an employee is placed on involuntary leave or the Employer takes other actions which the employee disputes, the employee may utilize the grievance procedures contained in this Agreement.
- j. This provision is not intended to restrict any of the Employer's or employee's legal rights pursuant to Michigan's Workers' Compensation Laws.

B. Partial Disability

In case of partial disability which may incapacitate the teacher from discharging their full teaching duties, such teacher's assignments may be adapted to their ability if they request, and a proportional salary adjustment made, upon the receipt of appropriate Medical Certification.

C. Sick Leave and Allowance

1. The Board grants to each regular or full-time teacher, excepting those classified as substitutes or hired on a day-to-day basis, annual allowances of sick leave days subject to rules and regulations controlling the number of days, use, and accumulation of the same.

2. a. Allowed sick leave days for each academic year of service shall be twelve (12) days maximum and will be earned at the rate of one and one-quarter (1-1/4) days per month of actual service. Sick leave may be utilized for the following purposes:

- (1) Personal illness of the employee
- (2) Illness or death in the immediate family.
- (3) Quarantining of the employee in case of contagious diseases - the quarantine having been imposed by the proper health authorities.

b. Any unused portion of the annual sick leave allowance of twelve (12) days, depending on service time, will be allowed to accumulate to a maximum ("Maximum Accumulation") equal to the number of days of pupil instruction during the school year (Student Days as provided in the Calendar, Schedule C). A part-time employee will have unused days prior to inclusion in the accumulated account prorated according to the percentage time employed in ratio to a full-time employee in that department or classification.

c. Definitions:

- (1) Illness in the immediate family is defined as the employee's spouse, parent, parent of current spouse, sibling and child, and, if dependent upon the employee, grandchild and grandparent, or any relative living under the same roof and who is wholly dependent upon the employee for support.
- (2) Death in the immediate family is defined as the father, mother, spouse, parents of the spouse, sister, brother, child, grandchild and grandparents or any relative who is wholly dependent upon the employee for support. Funeral leave of up to three (3) days (one of which must be the day of the funeral or memorial service) shall be granted, without charge to sick leave, for the purpose of attending the funeral or memorial service of a member of the

employee's immediate family, and associated travel. Additional leave may be granted upon written request to the Superintendent where extensive travel is required. Further, additional leave may be granted so that employees may attend funerals of persons not covered in this section; such leave shall be charged to sick leave and such leave must be submitted in writing similar to that noted above.

- d. When the Maximum Accumulation has been reached, sick leave time will be deducted from such Maximum Accumulation. At the beginning of the school year, following any deduction for sick leave the prior year, the number of days earned the prior year (not to exceed twelve) will be added to the accumulated days so long as the combined total does not exceed the Maximum Accumulation.
3. Any teacher who is absent because of an injury or disease compensable under the Michigan Worker's Compensation Law shall receive from the Board the difference between the Worker's Compensation payment prescribed by law and his regular salary, to the extent as specified below:
    - a. An employee suffering a compensable injury shall be charged 1/2 day from his accumulated sick leave account for every lost day due to the injury.
    - b. When said teacher's sick leave account balance is used, the teacher shall receive only that which is paid directly under provisions of the Michigan Worker's Compensation Law.
  4. Sick leave for teachers employed on a part-time basis or for part of the school year will be accrued in proportion to the time employed. For part-time teachers accrual and deduction will be in proportion to their regular schedule at the time of such accrual or deduction (i.e. teacher on .8 schedule at time of accrual earns .8 times sick leave earned by full-time employees; teacher on .6 schedule at time of use has .6 days deducted for each day used).
  5. A statement of his sick leave account will be presented to each teacher upon request.



6. A teacher reporting for duty at the beginning of his work period who is forced to leave because of illness or accident at any time after two hours of duty will be considered absent for sick leave purposes one-half day.
7. All properly chargeable absences for one-half (1/2) day or more shall be debited against the employee's accrued sick leave, but in no case shall the debit be more than five (5) days for any calendar week. This applies whether or not the work is absorbed by other teachers or assumed by a substitute.
8. The beginning of every school year, each teacher shall be credited with two (2) days to be used for the teacher's personal business. Days so used will be charged to the teacher's sick leave account. Personal business is defined as legal, family and religious obligations that requires the teacher's presence during the school day and is of such a nature that it cannot be attended to at a time when schools are not in session. An application for personal leave must be submitted in writing to the Superintendent at least one week in advance of the time desired for said leave except in the event of an emergency when a shorter notice may be acceptable. Personal leave shall not be granted for the first and last days of the school year. Unused personal leave days may accumulate to a maximum of five (5) days and may be used as stated above.
9. A teacher absent from work because of mumps, scarlet fever, measles or chicken pox shall suffer no diminution of compensation and shall not be charged with sick leave.
10. No bargaining unit member will be charged with a sick day or personal day if school for such day has been cancelled before the start of the school day.

D. Unpaid Leave Days

Teacher requests for non-compensated personal leave days may be approved and granted by the Board upon recommendation of the Superintendent for any other purpose. All requests for non-compensated personal leave shall be submitted in writing to the Superintendent at least fourteen (14) days prior to the date said leave is desired.

E. Maternity Adoption and Infant Care

Subject to legal requirements, a leave of absence without pay shall be granted for up to one year for the purpose of postpartum, maternity, adoption and/or infant care (immediate family) as follows:

1. The application for such leave shall be received by the Superintendent no later than sixty (60) calendar days prior to the effective date of such leave except in cases of extreme emergency and shall include a statement of the exact date on which the teacher wishes to terminate teaching.
2. A teacher on leave under the above conditions wishing to return to duty shall file a written request with the Superintendent at least thirty (30) calendar days prior to the date he or she wishes to return to teaching prior to the end of the leave. The Board shall not be required to return the teacher on leave to employment except at the beginning of the semester. The reinstatement shall be to the teacher's former position unless the position has been eliminated. The teacher may be required to furnish appropriate Medical Certification. Sick leave benefits available to the teacher may be utilized for the temporary disability purposes related to the maternity condition.
3. The leave for adoption of a child shall begin at a mutually agreed upon time between the Board and the teacher.
4. If the teacher does not comply with the above conditions, the right to such a leave and/or the right to return, may be denied by the Board.
5. In the event of miscarriage or death of the object child of the leave, the leave of absence may be terminated upon request of the teacher.

F. Family and Medical Leave Act (FMLA) Leave

Leave time qualifying for FMLA leave may be designated by the employee and/or the Employer as FMLA leave. The employee may, however, take any leave for which they are otherwise eligible pursuant to this Agreement during such FMLA leave. The Employer may similarly require employees to take paid leave for which they are otherwise eligible during FMLA leave. Medical Certification may be required for such leave and for return from such leave.

G. Meetings, Conferences or Other Activities

When a teacher shall be assigned by the Superintendent of Schools to attend meetings, conferences or other activities, the exact amount of expenses as agreed upon by both parties shall be paid in addition to no loss of salary to the teacher.

H. Jury Duty/Witness

Teachers called for jury duty or when subpoenaed as a witness shall be paid the difference between the pay as a juror and regular salary. Such time as is spent in jury duty shall not be charged against the teacher's sick leave.

I. Sabbatical Leave

Sabbatical leave may be granted by the Board in accordance with the terms and provisions of the laws of the State of Michigan being the School Code of 1955 as from time to time amended.

J. Association Days

At the beginning of every school year, the Association shall be credited with eight (8) days to be used by teachers who are officers or agents of the Association for the purpose of participating in position related meetings of the Michigan Education Association; such use to be at the discretion of the Association. One day is charged for each member excused on any day for such purpose. If two members are excused for one day, two days will be charged as an example. The Association agrees to notify the Superintendent no less than forty-eight (48) hours prior to the date for intended use of said leave.

K. Leaves of Absence Without Pay

1. The employer may grant employees who have met certain criteria and procedures, as outlined in this Article, a leave of absence without pay. Each request for an unpaid leave of absence will be considered on its individual merits. The application shall be submitted in accordance with the provisions of this Article. The particular circumstances surrounding each leave will be reviewed by the employer with the understanding that its decision will in no way establish a precedent. The decision of the employer as to whether such leave shall be granted is final.
2. To be eligible for an unpaid leave of absence, except military leave, as provided by law, the employee must have completed his/her probationary period.

3. Employees who are granted a leave of absence under any of the following provisions would do so with the understanding that they would be rehired upon notification of intent to return. Except for short term leaves, the Board shall not be required to return the teacher on leave to employment except at the beginning of a semester.
4. Unless otherwise indicated, the following conditions shall apply to extended unpaid leaves of absence:
  - a. Sick leave days shall not accrue, but unused sick leave days held at the start of the leave shall be reinstated upon return.
  - b. Salary increments shall not accrue.
  - c. Other fringe benefits shall not be paid (hospitalization, life insurance, etc.) except as provided in 8.c.
  - d. Time spent on an unpaid leave cannot be added to the employee's seniority.
  - e. Requests for unpaid leaves shall be in writing to the Personnel Office and must have prior approval before becoming effective.
5. An employee is required to give written notification to the Personnel Office at least sixty (60) calendar days preceding the expiration date of an extended leave of his/her wish to return, to request an extension, or to resign.
6. At the termination of a leave, if an employee does not return as indicated or as written in 5 and/or no extension is granted, the employee's removal and termination of employment becomes automatic.
7. Short Term Leaves: When approved by the Personnel Administrator, the following short term leaves without pay may be granted:
  - a. Duty with the military reserves or National Guard when such obligations cannot be fulfilled on non-work days.
8. Extended Leaves: The following extended leaves without pay may be granted after an application is on file and the Superintendent and the Board have approved it:

- a. Up to one (1) year for full-time graduate study, at a university, related to the employee's teaching or in the field of education.
- b. Up to one (1) year for caring for a member of the immediate family who is ill.
- c. After every six (6) years of service in the Hancock school system, a teacher may elect to take one year off from the system without compensation from said system. An option may be available on the health and hospitalization insurance program at the expense of said applicant (teacher electing and granted leave). Upon returning to the system, the teacher shall be offered a position similar to the one he or she had prior to leaving the system.
- d. Any employee who may be drafted into the Armed Forces of the United States, or who may enlist in said forces during a state of war, or who is about to be drafted and who presents proof of such circumstances to the administration and enlists in order to become placed in a preferred branch of the military services, will receive a military leave of absence subject to the following conditions:
  - (1) A teacher who received an honorable discharge from military service and who has been granted a military leave of absence under the above provisions will, upon return, be reinstated to a position in the school system. The employee will receive up to two years' credit on the salary schedule for the time spent while in the military, but not to exceed one term of the draft or one term of enlistment.
  - (2) Persons who receive military leave must make application for reinstatement to the school district not later than ninety (90) days after the date of honorable discharge.

L. Sick Leave Bank

1. A sick leave bank may be established by bargaining unit members from their accumulation of unused sick days. The sick leave pool shall not exceed an accumulation of fifty (50)

days. The pool shall be created by a one occasion voluntary contribution of sick days from a member's accumulated sick leave bank and shall not exceed a contribution of five (5) sick days.

2. The pool of unused sick leave days generated by this process shall be administered by a committee composed of three members of the Association and one member of Administration. The use of pool sick leave days shall be limited to major catastrophes and shall not be used for maternity leave or child care purposes unless associated with a health care problem. Sick leave pool days cannot be used for retirement purposes.

3. Upon depletion of his or her personal sick days, any bargaining unit member may make a written application to the committee to utilize sick leave pool days. Reports on the status of this sick leave pool, including the number of days remaining, will be provided to the Association upon request.

#### ARTICLE XIII

##### PROFESSIONAL GRIEVANCE PROCEDURE

A. A claim by a teacher or the Association that there has been a violation, misrepresentation or misapplication of any provision of this Agreement may be processed as a grievance as hereinafter provided; however, a probationary teacher may not grieve a dismissal beyond the Board level.

B. The grievant shall invoke the formal grievance procedure on the form set forth in annexed Schedule C, signed by the grievant and a representative of the Association, which form shall be available for the Association representative in each building. The completed grievance form shall be delivered to the principal or supervisor. If the grievance involves more than one school building, it may be filed with the superintendent or a representative designated by him. The grievance shall be filed with the grievant's building principal or supervisor within twenty (20) calendar days after the employee knew or should have known of the occurrence or non occurrence upon which the grievance is based, and shall in any event be filed within thirty (30) calendar days of such occurrence or non occurrence. In the event such principal or supervisor is not available, the written grievance may be filed with the superintendent, within such time period, for forwarding to the principal or supervisor.

C. Within three (3) school days of receipt of the grievance, the principal or supervisor (or their designee) shall meet with the Association in an effort to resolve the grievance. The principal or supervisor (or designee) shall indicate their disposition of the grievance in writing within three (3) school days of such meeting and shall furnish a copy thereof to the Association.

D. If the Association is not satisfied with the disposition of the grievance [or if no disposition has been made within three (3) school days of such meeting, or six (6) school days from the date of filing, whichever shall be later] the grievance shall, within five (5) school days following such disposition (or following the indicated number of days if there has been no disposition), be transmitted to the superintendent. Within five (5) school days of receipt of the appeal the superintendent (or designee) shall meet with the Association on the grievance and shall indicate their disposition of the grievance in writing within three (3) school days of such meeting, and shall furnish a copy thereof to the Association.

E. If the Association is not satisfied with the disposition of the grievance by the Superintendent (or designee), or if no disposition has been made within three (3) school days of such meeting (or eight (8) school days from the date of filing with the Superintendent, whichever shall be later), the grievance shall be transmitted to the Board by filing a written copy thereof with the Secretary or other designee of the Board. The Board, no later than its next regular meeting or two calendar weeks, whichever shall be later, may hold a hearing on the grievance, review such grievance in executive session, or give such other consideration as it shall deem appropriate. Disposition of the grievance in writing by the Board shall be made no later than seven (7) school days thereafter. A copy of such disposition shall be furnished to the Association.

F. 1. If the Board of Education, the aggrieved teacher and the teacher organization shall be unable to resolve any grievance, and it shall involve an alleged violation of a specific article and section of this Agreement, it may within ten (10) school days after the decision of the Board of Education, inform the Board of its intent to appeal to arbitration. Such appeal shall be in writing within twenty (20) school days of the decision by the Board and shall be delivered to the American Arbitration Association and the Board of Education within said twenty (20) school day period, and if not so delivered, the grievance shall be abandoned. If the parties are unable to agree upon an arbitrator, he shall be appointed under the rules of the American Arbitration Association.

2. The Arbitrator so selected will confer with the parties and hold hearings promptly and will issue his decision not later than thirty (30) calendar days from the date of the close of the hearing. The arbitrator's decision shall be in writing and will set forth his findings of fact, reasoning, and conclusions on the issues submitted.

3. The arbitrator shall have no power to alter, modify, add to, or subtract from the provisions of this Agreement. His authority shall be subject to, in all cases, the rights, responsibilities and authority of the parties under the Michigan General School Laws or any other national, state, county, district or local laws.

4. The decision of the arbitrator, if within the scope of his authority as above set forth, shall be final and binding.

5. The arbitrator's fees and other expenses of arbitration shall be divided equally between the parties. Each party shall bear his own expense in connection therewith.

G. The time limits provided in this article shall be strictly observed but may be extended by written agreement of the parties. During the summer break, when school is not in session, "school days" as used in this Article shall be defined as Monday through Friday, excluding the recognized Memorial Day, Independence Day and Labor Day holidays if applicable. In the event the grievance is filed after May 15 of any year and the strict adherence to the time limits may result in hardship to any party, the parties shall use their best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.

H. If an individual teacher has a personal complaint which he desires to discuss with a supervisor, he is free to do so without recourse to the grievance procedure. However, no grievance shall be adjusted without prior notification to the Association and opportunity for an Association representative to be present, nor shall any adjustment of a grievance be inconsistent with the terms of this Agreement.

#### ARTICLE XIV

##### MISCELLANEOUS PROVISIONS

A. Copies of the Agreement shall be printed by the Board of Education by whatever means they deem appropriate, the cost of which shall be borne by the Board of Education.

B. If any provision of this Agreement or any application of the 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.



C. Any individual contract between the Board and an individual teacher, heretofore executed shall be subject to and consistent with the terms and conditions of this Agreement and any individual contract hereafter executed shall be expressly made subject to and consistent with the terms of this or subsequent agreements to be executed by the parties. If an individual contract contains any language inconsistent with this Agreement, this Agreement during its duration shall be controlling.

D. This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms.

E. Any emergency or inclement weather closing days which are required by the Michigan Department of Public Instruction to be rescheduled shall be scheduled as student instruction days immediately prior to the last student attendance day. However, by mutual agreement of the Employer and Association, rescheduled days may be scheduled at other times.

#### ARTICLE XV

##### CONTINUITY OF OPERATIONS

Both parties recognize the desirability of continuous and uninterrupted operation of the instructional program during the normal school year and the avoidance of disputes which threaten to interfere with such operations. Since the parties are establishing a comprehensive grievance procedure under which unresolved disputes may be settled, the parties have removed the basic cause of work interruptions during the period of this Agreement. The Association and all teachers of the Hancock Public Schools accordingly agree that they will not, during the period of this Agreement, directly or indirectly, engage in or assist in any strike, as defined by Section 1 of the Public Employment Relations Act being Act No. 379 of the Public Acts of 1965.

#### ARTICLE XVI

##### EARLY RETIREMENT PROGRAM

A. A member of the bargaining unit who has been employed at least 10 years in the Hancock Schools, and who is eligible for and seeks retirement benefits through the Michigan Public School Employees' Retirement System, may request the following early retirement benefit.

B. The Board shall make a one time cash payment to said retiree upon written request no later than August 14 of the year of retirement.

C. Payment shall be as follows:

1. The base rate for any such payment shall be twenty-two and one-half percent (22.5%) of the 11th (12th year) step of the BA/BS schedule when the employee is First Eligible To Retire.
2. The payment will be reduced for each year the employee delays retirement after attaining eligibility. This is as follows:  

Second Year - 75% of the amount calculated in No. 1

Third Year - 55% of the amount calculated in No. 1

Fourth Year - 35% of the amount calculated in No. 1

Fifth Year - 15% of the amount calculated in No. 1
3. The Board of Education must be notified of the intent to retire by June 30.
4. "First Eligible To Retire", as used in this section, means Basic Retirement eligibility pursuant to the Michigan Public School Employees Retirement System (55 years of age or older with 30 years of credited service; 60 years of age or older with 10 years of credited service; 55 years of age or older with 15 years of credited service of which the last 5 consecutive years are immediately preceding the member's retirement allowance effective date), or MIP Retirement eligibility (Basic Retirement or, for members who contribute to the Member Investment Plan, any age with 30 years of credited service, or 60 years of age or older with 5 years of credited service so long as the member received credited service in each of the 5 school fiscal years immediately preceding the retirement allowance effective date).

SEVERANCE PAYMENT

Employees with a minimum of ten (10) years of service credit in the Hancock Public Schools shall qualify for a severance payment for a maximum of one hundred sixty (160) accumulated sick leave days according to the following:

1. Termination of employment from the district which is voluntary and or honorable will qualify the employee to receive a payment equal to the current rate for substitute teachers, not to exceed \$60 per day, for 50% of the accumulated total at time of termination.
2. Termination of employment which includes retirement under provisions of the Michigan Public School Employee's Retirement System will qualify the employee to receive a payment equal to the current rate for substitute teachers, not to exceed \$60 per day, for 60% of the accumulated total at time of termination.
3. A written application requesting payment for the severance allowance shall be made by the employee and sent to the district's business office for appropriate processing and action during the final month of service in the district.

## ARTICLE XVII

### NEGOTIATION PROCEDURES

A. It is contemplated that matters not specifically covered by this Agreement but of mutual concern to the parties shall be subject to professional negotiations between them from time to time during the period of this Agreement upon request by the duly authorized representative of either party to the other party in writing setting forth the specific matters to be negotiated. The parties undertake to cooperate in arranging meetings, selecting representatives for such discussions, furnishing necessary information and otherwise constructively considering and resolving any such matters.

B. In any negotiations described in this Article, neither party shall have any control over the selection of the negotiating or bargaining representatives of the other party and each party may select its representatives from within or outside of the school district. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the membership of the Association and a majority of the Board, 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 of bargaining, subject only to such ultimate ratification.

C. A teacher engaged during the school day in negotiations on behalf of the Association with any representative of the Board or participating in any professional grievance negotiation, shall be released from regular duties without loss of salary.

## ARTICLE XVIII

### PROFESSIONAL COMPENSATION

A. Teachers may voluntarily agree to cover study halls during their unassigned preparation period which shall be compensated at the rate of One Thousand Fifty Dollars (\$1,080.00) per semester.

B. The District may offer an additional class to existing staff beyond their five normal teaching periods. A teacher accepting such additional teaching assignment will be paid an additional twenty (20%) percent of their salary step. The assignment will be posted in accordance with the Vacancies, Promotions, Transfers and Professional Qualifications Article and will be filled from qualified applicants available during such class period (i.e, unassigned preparation period).

C. Compensation for extra duties to be performed by the members of the teachers herein set forth in Schedule B attached hereto and made a part hereof. It is further mutually agreed that all assignments of said extra duties shall be put on a strictly voluntary basis so far as the individual teachers are concerned. The Board will make no assignments of the said extra duties to any teacher in the system without said teacher's first consent and agreement obtained. It is further mutually agreed that vacant assignments will be posted for consideration of interested staff members for which application may be made and his or her qualifications enabling him or her to perform the activity are evaluated and approved prior to a recommendation and/or appointment. The extra duty in the field of music and counseling is directly related and an integral part of one's basic responsibility as a teacher and the teacher shall perform this activity for the children of the district for the additional compensation listed. It is further mutually agreed and understood that the Board may, if it deems necessary, withdraw from further consideration and use any and all such duty assignments as it shall in its discretion deem necessary.

D. A teacher's daily rate shall be determined by dividing his contractual salary by 190 but shall not include extra duty assignment fees as part of the salary for division purposes.

## ARTICLE XIX

### INSURANCE

A. The following insurance plans are offered to eligible employees subject to the rules and regulations of the insurance carriers.

B. For regular full-time bargaining unit members and regular part-time bargaining unit members contracted for at least half-time employment, making proper application, the Employer agrees to pay the full normal premium to continue the following MESSA - PAK insurance coverage:

PLAN A

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Super Care I

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Delta Dental Plan 80/80/80:\$1,000 (Class I, II and III); \$1,500 (Class IV)

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Vision VSP-3 Plus

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Negotiated Life \$15,000 AD&D

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PLAN B

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Eligible employees electing Plan B, pursuant to the Employer's IRS qualified Section 125 Plan, including the option to receive up to the normal single subscriber rate for Super Care I hospitalization insurance coverage (such rate being the rate that would be charged to the Employer were it not under a PAK), in cash, which may, to the extent permitted by such Plan, be used to purchase additional MESSA optional benefits or annuities acceptable to the Board.

Delta Dental Plan 80/80/80:\$1,000 (Class I, II and III); \$1,500 (Class IV)

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Vision VSP-3 Plus

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Negotiated Life \$20,000 AD&D

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C. As in the past the Employer will pay 50% of the normal premium for bargaining unit members contracted for less than half-time employment who make proper application. The Employer shall have no obligation to make premium payments on behalf of any employee who has not prepaid their portion of the cost of such coverage, or made other arrangements for such payment acceptable to the Employer.

D. Except as otherwise specifically provided, or as required by law, the Employer's obligation for payment of insurance premiums shall continue with respect to any bargaining unit member only while they remain eligible and continue to have earnings from the Employer for hours actually worked; such obligation shall terminate when they retire, quit, are discharged, laid off, on unpaid leave or for any other reason terminate active employment with the Employer. The Employer will, however, continue to pay the premiums necessary for an eligible employee's insurance coverage during paid leaves, vacations and holidays, including summer vacation for employees who have completed their full school year contractual obligation. Employees who have not completed their full school year contractual obligation shall receive such benefits on a pro rata basis, such proration determined by dividing the number of student days actually worked by the teacher by the number of student days required by the Calendar for the school year.

E. The Employer, by payment of the premiums for insurance coverage herein specified, shall be relieved of any further obligation or liability with respect to such benefits or coverage. The sole obligation of the Employer shall be payment of the insurance premiums. If any dispute should arise concerning whether the Employer is obligated to pay premiums for any employee, the employee must arrange for continuance of insurance coverage, if they so desire, through the Employer's group policy if available, the sole remedy against the Employer for failure to pay such premiums being reimbursement of said premiums to the appropriate party.

F. Eligible employees must keep the Employer informed of any changes in their family, coverage desired, beneficiaries or other information affecting insurance status. The effective date for coverage, or for changes in coverage, will be the earliest date permitted by the insurance carrier following notification of such change by the Employer (or the employee's eligibility date, if later). Any employee whose benefits have been terminated must make proper application for resumption of benefits before benefits will again be provided.

G. If employees wish to continue coverage during periods when the Employer's obligation does not exist they shall have sole responsibility for making arrangements necessary for continuance of such coverage at their own expense. The Employer will notify insurance carriers of changes requested by employees within a reasonable period following notice to the Employer. It is, however, the employee's obligation to assure that proper and complete information has been provided and that they are receiving the desired insurance benefits.

ARTICLE XX

SHARED PROGRAMMING; SCHOOL IMPROVEMENT

A. A shared program is defined as a class or program by the school district which involves staff and/or students giving or receiving instruction in conjunction with staff and/or students from another school district.

B. "Host District" will be the school district in which a specific shared program class is being offered.

C. "Itinerant District" will be the school district whose students are being transported to enable them to participate in a shared program class.

D. The parties mutually agree that the purpose of the shared program shall be to provide quality cooperative academic programming in order to be able to enhance the educational opportunities for students by providing class offerings in the host district which are not available in the itinerant district.

E. Class sizes shall be based upon the appropriate number of students and stations available for the specific learning activity. Total class size including students from the host district and those from the itinerant district(s) shall be mutually agreed upon prior to students enrolling in the classes.

F. Pre-requisites in the host district for student enrollment in a class shall also be a pre-requisite for students enrolling in the class from the itinerant district.

G. 1. The Board, administration, teachers and Association recognize the necessity of maintaining ongoing district - wide school improvement plans and the importance of continued recognition of quality educational services as a fundamental priority and shared goal of the parties. The Association will encourage teachers to serve on effective schools and similar committees.

2. The Board recognizes that the terms and conditions of the collective bargaining agreement will govern with respect to wages, hours and other conditions of employment and that those terms shall not be altered or modified through the school improvement process, absent written mutual agreement and ratification by the parties.

3. To the extent any proposed element of the district's school improvement plan conflicts with the terms of the master agreement, the identified provisions will be subject to re-negotiations by mutual agreement. Any amendments to the agreement will be subject to ratification by the parties.

## ARTICLE XXI

### MEDICALLY FRAGILE STUDENTS; COMMUNICABLE DISEASES

A. Medically fragile students: When a general education classroom teacher is assigned a medically fragile student, the teacher shall not be expected to perform routine, scheduled maintenance of a medical appliance or apparatus used by the student to sustain his/her bodily functions nor render routine, scheduled care or maintenance of exceptional bodily functions related to the student's impaired condition. The teacher shall be informed and instructed as to emergency measures which may be necessary on occasion due to the student's impaired condition.

B. Communicable diseases: Communicable diseases shall be defined by the Michigan Department of Health. If a child with an ongoing or chronic communicable disease is allowed to attend school, all bargaining unit members potentially having contact with the student shall be notified in advance of the child's placement and/or return to school, to the extent allowed by law. The employer shall provide inservice instruction in hygienic practices and management to members coming into contact with students having such communicable diseases.

## ARTICLE XXII

### PROFESSIONAL IMPROVEMENT

A. Staff members will be encouraged to consider various methods and means of professional improvement on an individual and staff basis. Attendance at conferences and workshops, observations of other instructional programs/classes and other such educational activities will be considered by the administrator(s) when professional employees request permission to experience the same during the school year. Requests shall be in writing and include any estimated costs related to the experience the submission is made.

B. Administrator(s) will consider the request and may request department or other input from staff to determine the value to the district and employee before approving or denying the request. The determination will include the financial and other impact on the district as well, with the decision of the administrator being final and binding.



ARTICLE XXIII

CLASS SIZE

A. The representative(s) of the employer agrees to meet on an annual basis to discuss with a committee appointed by the Association enrollment and class size matters as they relate to the educational program being planned in the district. Due consideration for suggestions, ideas and recommendations offered by the Association will be given, prior to the final determination made by the Board and/or its representatives.

B. Additional meetings may be requested by either party when conditions warrant the same. The joint committee's action or involvement shall be advisory only with the Board's decision in these matters to be final and binding.

ARTICLE XXIV

DURATION

A. This Agreement shall be effective as of September 1, 2000, and shall continue in effect through the 31st day of August, 2003.

B. At least thirty (30) days prior to the first day of May in the year in which this agreement or a portion thereof expires, the parties will begin negotiations for a new agreement covering wages, hours, terms and conditions of employment of teachers employed by the Board.

C. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

BOARD OF EDUCATION

W.N. Aldrich  
William N. Aldrich  
President

Dean Woodbeck  
Dean Woodbeck  
Secretary

ASSOCIATION

Patricia Robertson  
Patricia Robertson  
HEA President

Gretchen Cipriano  
Gretchen Cipriano  
HEA Secretary

Steve Elenich  
Steve Elenich  
CCEA President

Date 1/30/01

Date 2-5-2001

SCHEDULE A

(1) SALARY INDEX

(a)	<u>Step</u>	<u>BA</u>	<u>BA+18</u> <u>or Cont/Perm</u>	<u>MA</u>	<u>MA+18</u>	<u>Dbl MA</u> <u>Ed. Spec.</u> <u>Ph.D.</u>
	0	1.0000	1.0500	1.1500	1.2000	1.2500
	1	1.0367	1.0867	1.1867	1.2367	1.2867
	2	1.0733	1.1233	1.2233	1.2733	1.3233
	3	1.1100	1.1600	1.2600	1.3100	1.3600
	4	1.1567	1.2067	1.3067	1.3567	1.4067
	5	1.2033	1.2533	1.3533	1.4033	1.4533
	6	1.2500	1.3000	1.4000	1.4500	1.5000
	7	1.2967	1.3467	1.4467	1.4967	1.5467
	8	1.3433	1.3933	1.4933	1.5433	1.5933
	9	1.3900	1.4400	1.5400	1.5900	1.6400
	10	1.4750	1.5250	1.6250	1.6750	1.7250
	11	1.5600	1.6100	1.7100	1.7600	1.8100
	12	1.5600	1.6646	1.7646	1.8146	1.8646
	13	1.5600	1.6646	1.7646	1.8146	1.8646
	14	1.5600	1.6646	1.7646	1.8146	1.8646
	15	1.5600	1.6802	1.7802	1.8302	1.8802
	16	1.5600	1.6802	1.7802	1.8302	1.8802
	17	1.5600	1.6802	1.7802	1.8302	1.8802
	18	1.5600	1.6802	1.7802	1.8302	1.8802
	19	1.5600	1.6802	1.7802	1.8302	1.8802
	20	1.5600	1.7114	1.8114	1.8614	1.9114
	21	1.5600	1.7114	1.8114	1.8614	1.9114
	22	1.5600	1.7114	1.8114	1.8614	1.9114
	23	1.5600	1.7114	1.8114	1.8614	1.9114
	24	1.5600	1.7114	1.8114	1.8614	1.9114
	25	1.5600	1.7270	1.8270	1.8770	1.9270

(b) Steps are based on full years of continuous service within the bargaining unit, plus service credit, as of the dates listed on the salary schedule(s).

(c) Service credit may be granted, at the discretion of the District, for years of teaching experience in districts other than Hancock.

(2) 2000-2001 SALARY SCHEDULE

(a)	<u>Step</u>	<u>BA</u>	<u>BA+18</u>	<u>MA</u>	<u>MA+18</u>	<u>Dbl MA</u> <u>Ed. Spec.</u> <u>Ph.D.</u>
	0	\$27,421	\$28,790	\$31,533	\$32,903	\$34,275
	1	\$28,426	\$29,797	\$32,539	\$33,817	\$35,281
	2	\$29,431	\$30,801	\$33,544	\$34,913	\$36,285
	3	\$30,435	\$31,806	\$34,548	\$35,920	\$37,292
	4	\$31,717	\$33,086	\$35,830	\$37,200	\$38,572
	5	\$32,995	\$34,366	\$37,108	\$38,479	\$39,848
	6	\$34,275	\$35,646	\$38,388	\$39,759	\$41,131
	7	\$35,554	\$36,926	\$39,668	\$41,039	\$42,411
	8	\$36,833	\$38,204	\$40,947	\$42,316	\$43,688
	9	\$38,113	\$39,484	\$42,227	\$43,599	\$44,968
	10	\$40,445	\$41,815	\$44,558	\$45,928	\$47,299
	11	\$42,776	\$44,145	\$46,887	\$48,258	\$49,630
	12	\$42,776	\$45,642	\$48,385	\$49,756	\$51,128
	13	\$42,776	\$45,642	\$48,385	\$49,756	\$51,128
	14	\$42,776	\$45,642	\$48,385	\$49,756	\$51,128
	15	\$42,776	\$46,071	\$48,811	\$50,184	\$51,555
	16	\$42,776	\$46,071	\$48,811	\$50,184	\$51,555
	17	\$42,776	\$46,071	\$48,811	\$50,184	\$51,555
	18	\$42,776	\$46,071	\$48,811	\$50,184	\$51,555
	19	\$42,776	\$46,071	\$48,811	\$50,184	\$51,555
	20	\$42,776	\$46,926	\$49,668	\$51,039	\$52,409
	21	\$42,776	\$46,926	\$49,668	\$51,039	\$52,409
	22	\$42,776	\$46,926	\$49,668	\$51,039	\$52,409
	23	\$42,776	\$46,926	\$49,668	\$51,039	\$52,409
	24	\$42,776	\$46,926	\$49,668	\$51,039	\$52,409
	25	\$42,776	\$47,354	\$50,095	\$51,467	\$52,839

(b) Steps are based on full years of continuous service within the bargaining unit, plus service credit, as of September 1, 2000 for the first semester, and as of the start of the 2001 spring semester for the second semester.

(c) Service credit may be granted, at the discretion of the District, for years of teaching experience in districts other than Hancock.

(3) 2001-2002 SALARY SCHEDULE

(a)	<u>Step</u>	<u>BA</u>	<u>BA+18</u>	<u>MA</u>	<u>MA+18</u>	<u>Dbl MA</u> <u>Ed. Spec.</u> <u>Ph.D.</u>
	0	\$28,189	\$29,596	\$32,416	\$33,824	\$35,235
	1	\$29,222	\$30,631	\$33,450	\$34,764	\$36,269
	2	\$30,255	\$31,663	\$34,483	\$35,891	\$37,301
	3	\$31,287	\$32,697	\$35,515	\$36,926	\$38,336
	4	\$32,605	\$34,012	\$36,833	\$38,242	\$39,652
	5	\$33,919	\$35,328	\$38,147	\$39,556	\$40,964
	6	\$35,235	\$36,644	\$39,463	\$40,872	\$42,283
	7	\$36,550	\$37,960	\$40,779	\$42,188	\$43,599
	8	\$37,864	\$39,274	\$42,094	\$43,501	\$44,911
	9	\$39,180	\$40,590	\$43,409	\$44,820	\$46,227
	10	\$41,577	\$42,986	\$45,806	\$47,214	\$48,623
	11	\$43,974	\$45,381	\$48,200	\$49,609	\$51,020
	12	\$43,974	\$46,920	\$49,740	\$51,149	\$52,560
	13	\$43,974	\$46,920	\$49,740	\$51,149	\$52,560
	14	\$43,974	\$46,920	\$49,740	\$51,149	\$52,560
	15	\$43,974	\$47,361	\$50,178	\$51,589	\$52,999
	16	\$43,974	\$47,361	\$50,178	\$51,589	\$52,999
	17	\$43,974	\$47,361	\$50,178	\$51,589	\$52,999
	18	\$43,974	\$47,361	\$50,178	\$51,589	\$52,999
	19	\$43,974	\$47,361	\$50,178	\$51,589	\$52,999
	20	\$43,974	\$48,240	\$51,058	\$52,468	\$53,876
	21	\$43,974	\$48,240	\$51,058	\$52,468	\$53,876
	22	\$43,974	\$48,240	\$51,058	\$52,468	\$53,876
	23	\$43,974	\$48,240	\$51,058	\$52,468	\$53,876
	24	\$43,974	\$48,240	\$51,058	\$52,468	\$53,876
	25	\$43,974	\$48,680	\$51,498	\$52,908	\$54,318

(b) Steps are based on full years of continuous service within the bargaining unit, plus service credit, as of September 1, 2001 for the first semester, and as of the start of the 2002 spring semester for the second semester.

(c) Service credit may be granted, at the discretion of the District, for years of teaching experience in districts other than Hancock.

(4) 2002-2003 SALARY SCHEDULE

(a)	<u>Step</u>	<u>BA</u>	<u>BA+18</u>	<u>MA</u>	<u>MA+18</u>	<u>Dbl MA Ed. Spec. Ph.D.</u>
	0	\$28,922	\$30,365	\$33,259	\$34,703	\$36,151
	1	\$29,982	\$31,427	\$34,320	\$35,668	\$37,212
	2	\$31,042	\$32,486	\$35,380	\$36,824	\$38,271
	3	\$32,100	\$33,547	\$36,438	\$37,886	\$39,333
	4	\$33,453	\$34,896	\$37,791	\$39,236	\$40,683
	5	\$34,801	\$36,247	\$39,139	\$40,584	\$42,029
	6	\$36,151	\$37,597	\$40,489	\$41,935	\$43,382
	7	\$37,500	\$38,947	\$41,839	\$43,285	\$44,733
	8	\$38,848	\$40,295	\$43,188	\$44,632	\$46,079
	9	\$40,199	\$41,645	\$44,538	\$45,985	\$47,429
	10	\$42,658	\$44,104	\$46,997	\$48,442	\$49,887
	11	\$45,117	\$46,561	\$49,453	\$50,899	\$52,347
	12	\$45,117	\$48,140	\$51,033	\$42,479	\$53,927
	13	\$45,117	\$48,140	\$51,033	\$52,479	\$53,927
	14	\$45,117	\$48,140	\$51,033	\$52,479	\$53,927
	15	\$45,117	\$48,592	\$51,483	\$52,930	\$54,377
	16	\$45,117	\$48,592	\$51,483	\$52,930	\$54,377
	17	\$45,117	\$48,592	\$51,483	\$52,930	\$54,377
	18	\$45,117	\$48,592	\$51,483	\$52,930	\$54,377
	19	\$45,117	\$48,592	\$51,483	\$52,930	\$54,377
	20	\$45,117	\$49,494	\$52,386	\$53,832	\$55,277
	21	\$45,117	\$49,494	\$52,386	\$53,832	\$55,277
	22	\$45,117	\$49,494	\$52,386	\$53,832	\$55,277
	23	\$45,117	\$49,494	\$52,386	\$53,832	\$55,277
	24	\$45,117	\$49,494	\$52,386	\$53,832	\$55,277
	25	\$45,117	\$49,946	\$52,837	\$54,284	\$55,730

(b) Steps are based on full years of continuous service within the bargaining unit, plus service credit, as of September 1, 2002 for the first semester, and as of the start of the 2003 spring semester for the second semester.

(c) Service credit may be granted, at the discretion of the District, for years of teaching experience in districts other than Hancock.

SCHEDULE B

(1) (a) 2000-2001 ATHLETIC COACH SALARIES

<u>ASSIGNMENT</u>	<u>STEPS</u>	<u>0</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u>	<u>9</u>	<u>10</u>	<u>11</u>	<u>12</u>	<u>13</u>
<u>Basketball</u>															
Varsity Head		3050	3234	3426	3633	3852	4066	4210	4356	4502	4592	4684	4778	4874	4970
Jr. Varsity/Asst. Vars.		2555	2707	2872	3042	3223	3417	3487	3631	3774	3850	3927	4005	4084	4165
9th Grade		1089	1198	1307	1416	1525	1633	1741	1850	1959	1998	2039	2079	2120	2163
8th Grade		980	1089	1198	1307	1416	1525	1633	1741	1850	1887	1925	1964	2003	2043
7th Grade		980	1089	1198	1307	1416	1525	1633	1741	1850	1887	1925	1964	2003	2043
Elementary		698	792	885	987	1089	1184	1283	1382	1473	1503	1534	1565	1596	1627
<u>Cheerleading</u>		1307	1416	1525	1644	1741	1850	1959	2068	2177	2220	2265	2311	2357	2403
<u>Cross Country</u>		1453	1580	1714	1846	1976	2105	2236	2367	2498	2548	2599	2651	2703	2757
<u>Football</u>															
Varsity Head		3050	3234	3426	3633	3852	4066	4210	4356	4502	4592	4684	4778	4874	4970
Varsity Asst.		2555	2707	2872	3042	3223	3417	3487	3631	3774	3850	3927	4005	4084	4165
Jr. Varsity Head		2468	2578	2665	2760	2867	2962	3062	3166	3266	3331	3398	3465	3535	3605
Jr. Varsity Asst.		1976	2077	2171	2272	2367	2468	2569	2670	2774	2829	2886	2943	3002	3062
<u>Hockey</u>															
Varsity Head		3050	3234	3426	3633	3852	4066	4210	4356	4502	4592	4682	4778	4874	4970
Varsity Asst.		2555	2707	2872	3042	3223	3417	3487	3631	3774	3850	3927	4005	4084	4165
<u>Skiing</u>		1382	1503	1618	1735	1860	1976	2092	2206	2323	2369	2416	2465	2513	2564
<u>Swimming</u>		1779	1895	2012	2127	2244	2360	2504	2615	2885	2942	2999	3060	3122	3184
<u>Track</u>															
Varsity Head		2135	2264	2413	2541	2690	2839	3010	3138	3459	3523	3600	3672	3737	3822
Varsity Asst.		1569	1663	1773	1867	1981	2087	2212	2307	2541	2589	2645	2699	2746	2808
MS Coach		1196	1308	1418	1525	1633	1742	1852	1959	2068	2109	2153	2195	2239	2284
MS Boys/Girls (2)		834	923	1009	1098	1184	1271	1357	1446	1533	1564	1594	1626	1657	1691
<u>Volleyball</u>															
Varsity Head		2117	2274	2433	2592	2750	2909	3068	3226	3385	3453	3522	3592	3664	3737
Jr. Varsity/Asst. Vars.		1746	1851	1957	2063	2168	2274	2380	2486	2592	2643	2696	2750	2805	2861
<u>Golf</u>		206	283	360	437	514	591	668	720	771	822	874	925	977	1028

SCHEDULE B

(1) (a) 2001-2002 ATHLETIC COACH SALARIES

<u>ASSIGNMENT</u>	<u>STEPS</u>	<u>0</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u>	<u>9</u>	<u>10</u>	<u>11</u>	<u>12</u>	<u>13</u>
<u>Basketball</u>															
Varsity Head		3135	3325	3522	3735	3960	4180	4328	4478	4628	4721	4815	4912	5010	5109
Jr. Varsity/Asst. Vars.		2627	2783	2952	3127	3313	3513	3585	3733	3880	3958	4037	4117	4198	4282
9th Grade		1119	1232	1344	1456	1568	1679	1790	1902	2014	2054	2096	2137	2179	2224
8th Grade		1007	1119	1232	1344	1456	1568	1679	1790	1902	1940	1979	2019	2059	2100
7th Grade		1007	1119	1232	1344	1456	1568	1679	1790	1902	1940	1979	2019	2059	2100
Elementary		718	814	910	1015	1119	1217	1319	1421	1514	1545	1577	1609	1641	1673
<u>Cheerleading</u>															
		1344	1456	1568	1690	1790	1902	2014	2126	2238	2282	2328	2376	2423	2470
<u>Cross Country</u>															
		1494	1624	1762	1898	2031	2164	2299	2433	2568	2619	2672	2725	2779	2834
<u>Football</u>															
Varsity Head		3135	3325	3522	3735	3960	4180	4328	4478	4628	4721	4815	4912	5010	5109
Varsity Asst.		2627	2783	2952	3127	3313	3513	3585	3733	3880	3958	4037	4117	4198	4282
Jr. Varsity Head		2537	2650	2740	2837	2947	3045	3148	3255	3357	3424	3493	3562	3634	3706
Jr. Varsity Asst.		2031	2135	2232	2336	2433	2537	2641	2745	2852	2908	2967	3025	3086	3148
<u>Hockey</u>															
Varsity Head		3135	3325	3522	3735	3960	4180	4328	4478	4628	4721	4813	4912	5010	5109
Varsity Asst.		2627	2783	2952	3127	3313	3513	3585	3733	3880	3958	4037	4117	4199	4282
<u>Skiing</u>															
		1421	1545	1663	1784	1912	2031	2151	2268	2388	2435	2484	2534	2583	2636
<u>Swimming</u>															
		1829	1948	2068	2187	2307	2426	2574	2688	2966	3024	3083	3146	3209	3273
<u>Track</u>															
Varsity Head		2195	2327	2481	2612	2765	2918	3094	3226	3556	3622	3701	3775	3842	3929
Varsity Asst.		1613	1710	1823	1919	2036	2145	2274	2372	2612	2661	2719	2775	2823	2887
MS Coach		1229	1345	1458	1568	1679	1791	1904	2014	2126	2168	2213	2256	2302	2348
MS Boys/Girls (2)		857	949	1037	1129	1217	1307	1395	1486	1576	1608	1639	1672	1703	1738
<u>Volleyball</u>															
Varsity Head		2176	2338	2501	2665	2827	2990	3154	3316	3480	3550	3621	3693	3767	3842
Jr. Varsity/Asst. Vars.		1795	1903	2012	2121	2229	2338	2447	2556	2665	2717	2771	2827	2884	2941
<u>Golf</u>															
		212	291	370	449	528	606	687	740	793	845	898	951	1004	1057

SCHEDULE B

(1) (a) 2002-2003 ATHLETIC COACH SALARIES

<u>ASSIGNMENT</u>	<u>STEPS</u>	<u>0</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u>	<u>9</u>	<u>10</u>	<u>11</u>	<u>12</u>	<u>13</u>
<u>Basketball</u>															
Varsity Head		3217	3411	3614	3832	4063	4289	4441	4594	4748	4844	4940	5040	5140	5242
Jr. Varsity/Asst. Vars.		2695	2855	3029	3208	3399	3604	3678	3830	3981	4061	4142	4224	4307	4393
9th Grade		1148	1264	1379	1494	1609	1723	1837	1951	2066	2107	2150	2193	2236	2282
8th Grade		1033	1148	1264	1379	1494	1609	1723	1837	1951	1990	2030	2071	2113	2155
7th Grade		1033	1148	1264	1379	1494	1609	1723	1837	1951	1990	2030	2071	2113	2155
Elementary		737	835	934	1041	1148	1249	1353	1458	1553	1585	1618	1651	1684	1716
<u>Cheerleading</u>															
		1379	1494	1609	1734	1837	1951	2066	2181	2296	2341	2389	2438	2486	2534
<u>Cross Country</u>															
		1533	1666	1808	1947	2084	2220	2359	2496	2635	2687	2741	2796	2851	2908
<u>Football</u>															
Varsity Head		3217	3411	3614	3832	4063	4289	4441	4594	4748	4844	4940	5040	5140	5242
Varsity Asst.		2695	2855	3029	3208	3399	3604	3678	3830	3981	4061	4142	4224	4307	4393
Jr. Varsity Head		2603	2719	2811	2911	3024	3124	3230	3340	3444	3513	3584	3655	3728	3802
Jr. Varsity Asst.		2084	2191	2290	2396	2496	2603	2710	2816	2926	2984	3044	3104	3166	3230
<u>Hockey</u>															
Varsity Head		3217	3411	3614	3832	4063	4289	4441	4594	4748	4844	4938	5040	5140	5242
Varsity Asst.		2695	2855	3029	3208	3399	3604	3678	3830	3981	4061	4142	4224	4308	4393
<u>Skiing</u>															
		1458	1585	1706	1830	1962	2084	2207	2327	2450	2498	2549	2600	2650	2705
<u>Swimming</u>															
		1877	1999	2122	2244	2367	2489	2641	2758	3043	3103	3163	3228	3292	3358
<u>Track</u>															
Varsity Head		2252	2388	2546	2680	2837	2994	3174	3310	3648	3716	3797	3873	3942	4031
Varsity Asst.		1655	1754	1870	1969	2089	2201	2333	2434	2680	2730	2790	2847	2896	2962
MS Coach		1261	1380	1496	1609	1723	1838	1954	2066	2181	2224	2271	2315	2362	2409
MS Boys/Girls (2)		879	974	1064	1158	1249	1341	1431	1525	1617	1650	1682	1715	1747	1783
<u>Volleyball</u>															
Varsity Head		2233	2399	2566	2734	2901	3068	3236	3402	3570	3642	3715	3789	3865	3942
Jr. Varsity/Asst. Vars.		1842	1952	2064	2176	2287	2399	2511	2622	2734	2788	2843	2901	2959	3017
<u>Golf</u>															
		218	299	380	461	542	622	705	759	814	867	921	976	1030	1084



(b) Credit may be granted, at the discretion of the District, for years of experience in Districts other than Hancock.

(c) Additional experience credit of 1 step on the varsity level may be granted for every two years of Hancock Public Schools experience as an assistant coach in the same activity.

(d) Steps are based on years of continuous experience in the position with Hancock, plus experience credit, as of:

1. September 1, 2000 for the 2000/2001 school year
2. September 1, 2001 for the 2001/2002 school year
3. September 1, 2002 for the 2002/2003 school year

(e) For post-season playoff or tournament participation:

1. For basketball, hockey, track, cross-country, skiing, swimming, forensics and/or similar non-athletic programs of competition that have a regional contest/meet in the Upper Peninsula of Michigan, no additional compensation will be paid. If the team or group is selected for additional competition, however, \$169/week will be paid for those weeks involving actual competition (a week in which one or more contests or meets occurs).

2. Coaches involved in the varsity football program whose season is extended beyond the regular schedules due to participation in the playoffs (selected by State rankings) will be paid \$169 for each week that actual competition occurs (a week in which their team participates in a playoff contest).

(f) The District will determine how many coaches continue in the program and receive additional compensation.

SCHEDULE B  
(2) 2000-2001 EXTRA DUTY FEES

<u>Assignment</u>	<u>Fees</u>
Audio Visual	\$ 862
Band	1658
Camp Nesbitt	180
Class Advisors 7-10	248
Class Advisors 11	270
Club Advisors	248
High School Bowl Advisor	871
High School Science Olympiad Advisor	871
High School Science Olympiad Assistant	308
High School Student Council	327
Middle School Science Olympiad	871
Middle School Student Council	327
Musical Production*	
Director	871
Music Director	871
Choreographer	545
Art Director	545
Accompanyist	871
Destination Imagination Advisor	248
Prom Advisor	270
School Improvement Committee	
District Chair	1108
School Play Director(s) (Elementary/Secondary)	912
Shop Repair (2)	862
Supervisor - Human Health, Growth and Development Program	1108
Ticket Manager	739
Website Manager	2177
Yearbook	1108
Driver Education**	
First Year	\$13.48
Second Year	\$13.86
Third Year	\$14.18
Fourth Year	\$14.54
Fan Bus Advisor	\$ 5.78

\*Total compensation - other districts may pay/contribute part or all.

\*\*A year for advancement is a combination of at least 180 hours of driver education instruction in the classroom or on the road. If a driver education teacher is scheduled to teach a classroom session of more than 45 students, the teacher will be paid one and one-half (1½) times the normal specified hourly rate.

SCHEDULE B  
 (2) 2001-2002 EXTRA DUTY FEES

<u>Assignment</u>	<u>Fees</u>
Audio Visual	\$ 886
Band	1704
Camp Nesbitt	185
Class Advisors 7-10	255
Class Advisors 11	278
Club Advisors	255
High School Bowl Advisor	895
High School Science Olympiad Advisor	895
High School Science Olympiad Assistant	317
High School Student Council	336
Middle School Science Olympiad	895
Middle School Student Council	336
Musical Production*	
Director	895
Music Director	895
Choreographer	560
Art Director	560
Accompanyist	895
Destination Imagination Advisor	255
Prom Advisor	278
School Improvement Committee	
District Chair	1139
School Play Director(s) (Elementary/Secondary)	938
Shop Repair (2)	886
Supervisor - Human Health, Growth and Development Program	1139
Ticket Manager	760
Website Manager	2238
Yearbook	1139
Driver Education**	
First Year	\$13.86
Second Year	\$14.24
Third Year	\$14.58
Fourth Year	\$14.95
Fan Bus Advisor	\$ 5.94

\*Total compensation - other districts may pay/contribute part or all.

\*\*A year for advancement is a combination of at least 180 hours of driver education instruction in the classroom or on the road. If a driver education teacher is scheduled to teach a classroom session of more than 45 students, the teacher will be paid one and one-half (1½) times the normal specified hourly rate.

SCHEDULE B  
(2) 2002-2003 EXTRA DUTY FEES

<u>Assignment</u>	<u>Fees</u>
Audio Visual	\$ 909
Band	1748
Camp Nesbitt	190
Class Advisors 7-10	262
Class Advisors 11	285
Club Advisors	262
High School Bowl Advisor	920
High School Science Olympiad Advisor	920
High School Science Olympiad Assistant	326
High School Student Council	345
Middle School Science Olympiad	920
Middle School Student Council	345
Musical Production*	
Director	920
Music Director	920
Choreographer	576
Art Director	576
Accompanyist	920
Destination Imagination Advisor	262
Prom Advisor	286
School Improvement Committee	
District Chair	1169
School Play Director(s) (Elementary/Secondary)	964
Shop Repair (2)	909
Supervisor - Human Health, Growth and Development Program	1169
Ticket Manager	780
Website Manager	2296
Yearbook	1169
Driver Education**	
First Year	\$14.22
Second Year	\$14.61
Third Year	\$14.96
Fourth Year	\$15.34
Fan Bus Advisor	\$ 6.09

\*Total compensation - other districts may pay/contribute part or all.

\*\*A year for advancement is a combination of at least 180 hours of driver education instruction in the classroom or on the road. If a driver education teacher is scheduled to teach a classroom session of more than 45 students, the teacher will be paid one and one-half (1½) times the normal specified hourly rate.

SCHEDULE C  
HANCOCK PUBLIC SCHOOLS  
A. (1) 2000-2001  
CALENDAR

August 28, 2000	Teacher Professional Development
August 29, 2000	First Day of School
September 1-4, 2000	Labor Day Recess
October 13, 2000	Teacher Professional Development
November 9-10, 2000	A.M. Regular Schedule 1/2 Day Teacher Professional Development or Parent/Teacher Conferences
November 23-24, 2000	Thanksgiving Recess
December 23, 2000	Christmas Recess
January 3, 2001	Classes Resume after Recess
January 17, 2001	1/2 Day Teacher Professional Development (P.M.)
January 18, 2001	1/2 Day with Students
January 19, 2001	Teacher Records Day
February 26, 2001	Mid-Winter Recess
March 29-30, 2001	A.M. Regular Schedule 1/2 Day Teacher Professional Development or Parent/Teacher Conferences
April 9-16, 2001	Easter Recess
May 28, 2001	Memorial Day Recess
June 6, 2001	1/2 Day Teacher Professional Development - 1/2 Day with Students
June 7, 2001	Last day of school - 1/2 day with Students
June 8, 2001	Teacher Records Day

HANCOCK PUBLIC SCHOOLS

A. (2) 2001-2002

CALENDAR

August 27, 2001	Teacher Professional Development
August 28, 2001	First Day of School
August 31, 2001 - September 3, 2001	Labor Day Recess
October 12, 2001	Teacher Professional Development
November 8-9, 2001	A.M. Regular Schedule 1/2 Day Teacher Professional Development or Parent/Teacher Conferences
November 22-23, 2001	Thanksgiving Recess
December 24, 2001	Christmas Recess
January 3, 2002	Classes Resume after Recess
January 16, 2002	1/2 Day of School
January 17, 2002	1/2 Day Teacher Professional Development (P.M.)
January 18, 2002	1/2 Day of School
	Teacher Records Day
February 22, 2002	Mid-Winter Recess
March, 2002 (dates to be determined)	A.M. Regular Schedule 1/2 Day Teacher Professional Development or Parent/Teacher Conferences
March 25, 2002 - April 1, 2002	Easter Recess
May 27, 2002	Memorial Day Recess
June 6, 2002	1/2 Day of School
June 7, 2002	1/2 Day Teacher Professional Development
June 10, 2002	Last Day of school - 1/2 day with Students Teacher Records Day

HANCOCK PUBLIC SCHOOLS  
A. (3) 2002-2003  
CALENDAR

August 26, 2002	Teacher Professional Development
August 27, 2002	First Day of School
August 30, 2002 - September 2, 2002	Labor Day Recess
October 11, 2002	Teacher Professional Development
November 7-8, 2002	A.M. Regular Schedule 1/2 Day Teacher Professional Development or Parent/Teacher Conferences
November 28-29, 2002	Thanksgiving Recess
December 23, 2002	Christmas Recess
January 2, 2003	Classes Resume after Recess
January 15, 2003	1/2 Day of School
January 16, 2003	1/2 Day Teacher Professional Development (P.M.)
January 17, 2003	1/2 Day of School Teacher Records Day
March, 2003 (dates to be determined)	A.M. Regular Schedule 1/2 Day Teacher Professional Development or Parent/Teacher Conferences
March 24-28, 2003	Spring Break
April 18-21, 2003	Easter Recess
May 26, 2003	Memorial Day Recess
June 5, 2003	1/2 Day of School
June 6, 2003	1/2 Day Teacher Professional Development
June 9, 2003	Last day of school - 1/2 day with Students Teacher Records Day

B. Make-up Days:

If days are made up, the make-up will occur at the end of the school year.

C. Professional Days:

It is the intention of the parties that the professional staff be treated as professionals with regard to utilization of teacher records days and teacher inservice days. Attendance is mandatory for teacher professional development days as required by law.

D. Subsequent Year Calendars:

The parties will meet in the spring of each subsequent school year, if necessary, to discuss the calendar for the following school year. Calendars will contain the following student days and teacher days:

	<u>Student Days</u>	<u>Teacher Days</u>
2000-2001	182	184* (at least four professional development days, including half days)
Thereafter	182	185* (at least five professional development days, including half days)

\*(plus teacher records days)



SCHEDULE D

PROFESSIONAL GRIEVANCE REPORT

GRIEVANCE REPORT FORM

Grievance # \_\_\_\_\_

Distribution of Form

GRIEVANCE REPORT

1. Superintendent
2. Principal
3. Association
4. Teacher

Submit to Principal in Duplicate

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Building	Assignment	Name of Grievant	Date Filed
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Date Cause of Grievance Occurred \_\_\_\_\_

1. Complete and specific statement of the facts giving rise to the alleged violation: \_\_\_\_\_

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2. Provisions of Agreement allegedly violated: \_\_\_\_\_

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3. Relief Sought: \_\_\_\_\_

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Attach additional sheet to this form if more space is needed.

In the event of two or more Grievants, each must sign this form:

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Signature Date

Any written grievance form not complete and specific may be rejected as improper. Such a rejection shall not extend the limitations hereinafter set forth.

Disposition by Principal \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature Date

Position of Grievant and/or Association \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature Date

Disposition of Superintendent \_\_\_\_\_

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Signature \_\_\_\_\_ Date \_\_\_\_\_

Position of Grievant and/or Association \_\_\_\_\_

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Signature \_\_\_\_\_ Date \_\_\_\_\_

Disposition of Board \_\_\_\_\_

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Signature \_\_\_\_\_ Date \_\_\_\_\_

Position of Grievant and/or Association \_\_\_\_\_

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Signature \_\_\_\_\_ Date \_\_\_\_\_

SCHEDULE E  
INDIVIDUALIZED DEVELOPMENT PLAN

In developing an Individualized Development Plan (IDP) for probationary teachers matters such as the following should be considered:

(a) SUBJECT MATTER CONTENT

- Exhibits sound background and understanding of subject matter for the position.
- Keeps abreast of current theory and practice in field.
- Is able to respond satisfactorily to questions posed by students, either by providing the information or a source for the information.
- Stimulates interest in subject area.
- Uses a variety of teaching and learning techniques designed to serve the differing abilities of students.
- Provides consistently relevant subject content.
- Encourages and respects student input.
- Uses varied resources appropriately.
- Shares with students the purpose for each assignment and involves students in setting objectives for themselves.
- Bases evaluation on realistic goals for each student.
- Takes into consideration the capability and effort of each student.
- Keeps accurate records.
- Reviews and returns assignments promptly.

(b) MANAGEMENT

- Organizes classroom routine in efficient manner.
- Plans lessons and organizes classroom to maintain order with variety of activities carried on simultaneously. Devotes most of time to teaching and learning activities.
- Keeps classroom and equipment in good condition.
- Reports maintenance needs promptly.
- Guides students to share responsibility for care of furnishings and equipment.
- Promotes a friendly atmosphere conducive to learning.
- Makes building and classroom rules known to students.
- Handles student discipline according to building and district policy.
- Deals with students in fair and consistent manner.

(c) RELATIONSHIPS

- Exhibits a positive attitude.
- Exercises initiative.
- Encourages others by attitude.
- Seeks out new ideas.
- Is open-minded.
- Accepts and gives assistance.
- Implements suggestions in professional manner.
- Maintains honest and forthright relationships with all.
- Respects dignity and rights of all people.

- Shows consistent interest in student's academic and social growth.
- Identifies and refers students with problems to appropriate personnel.
- Provides constructive criticism or ideas for improvement of education.
- Seeks resolution of problems through appropriate channels.
- Observes district policies, rules, regulations and agreement.
- Keeps and promptly turns in reports.

LETTER OF UNDERSTANDING

(2000 Negotiations)

Re: Labor Agreement entered into as of September 1, 2000 Between the Board of Education of the City of Hancock, Michigan, hereinafter called the "District", and the Copper Country Education Association, hereinafter called the "Association".

It is hereby mutually understood and agreed:

1. Article X, Section C.3. was revised in the 1993/94 Labor Agreement by deletion of "Administrative service time shall continue as in the past", and the addition of a new C.4. limiting use of accrued bargaining unit seniority to five years for employees working in non-bargaining unit positions. Such five year limitation will not be applicable to Edward Longenecker; he will continue to retain his previously accrued bargaining unit seniority so long as he continues to work for the District and may use such accrued seniority if he returns to the bargaining unit at any time.

2. Article XIX - Insurance:

- a. Insurance coverage will be modified to the \$100/\$200 deductible, \$5/\$10 RX card (with the dental increase to 80/80/80) effective October 1, 2000.
- b. Effective September 1, 2000, employees will pay the prescription drug co-pay without reimbursement by the District. The District will continue to reimburse employees for the deductible charges up to the revised \$100/\$200 deductible.
- c. Effective September 1, 2001, employees will pay their own deductibles without reimbursement by the District.

3. Schedule C - Calendar - Section C. Subsequent Year Calendars:

Days in excess of 180 student days may be scheduled, in the Superintendent's sole discretion, as student days, professional development days, teacher inservice days, non-mandatory days, etc., provided no more days will be scheduled as student days than provided in Section C unless necessary to retain state or other funding, to avoid penalties, or as otherwise required by law.

4. In addition to the regular contract compensation, a teacher assigned a teleinstructional teaching assignment will receive a stipend of \$500 per semester for up to four semesters.

For purposes of this section semesters prior to the first semester of the 1997/98 school year will not be counted as one of the four semesters.

5. If this District is annexed or consolidated with one or more other districts this District will make every reasonable effort to encourage the successor Board of Education to recognize each bargaining unit member's employment experience in this District for purposes of benefits and seniority. This District will also make every reasonable effort to encourage the successor Board of Education to treat each member of this District in the same manner as each member of the other district(s), for purposes of any contract to be negotiated, as if all members of the successor bargaining unit had gained such experience in the successor district.

6. Public School Academies:

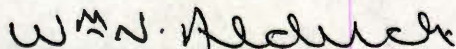
The District will provide notice to the Association of any contract, correspondence or inquiry received by the District regarding a public school academy application affecting the District.

7. During the term of this Agreement:

Elementary Computer Instruction: So long as the teacher has completed at least nine (9) weeks of instruction with their class, attends instruction when new hardware, software or other materials are involved, and continues to prepare the lesson plan, attendance during instruction with their class is optional.

8. This Letter of Understanding incorporates all current Letters of Understanding and Letters of Agreement between the parties; any prior Letters of Understanding and Letters of Agreement not incorporated in this Letter of Understanding are hereby terminated.

BOARD OF EDUCATION



William N. Aldrich  
President



Dean Woodbeck  
Secretary

ASSOCIATION



Patricia Robertson  
HEA President



Gretchen Cipriano  
HEA Secretary



Steve Elenich  
CCEA President

Date 11/13/00

Date 2-5-2001

