

8/31/74

Agreement

between the

HANCOCK BOARD OF EDUCATION

and the

HANCOCK EDUCATION ASSOCIATION

Michigan State University
LABOR AND INDUSTRIAL
RELATIONS LIBRARY

Hancock Board of Education
Hancock, Michigan 49930

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EDUCATION AGREEMENT

This Agreement entered into this _____ day of _____, 19__ by and between the Board of Education of the City of Hancock, Michigan, hereinafter called the "Board", and the Hancock 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 predominately 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 279 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. The Board hereby recognizes the Association as the exclusive bargaining representative, as defined in Section 11 of Act 279, Public Acts of 1965, for all professional personnel, including personnel on tenure, probation, classroom teachers (regular and special), guidance counselors, employed or to be employed by the Board (whether or not assigned to a public school building), but excluding supervisory and executive personnel, maintenance, drivers, office and clerical employees. The term "teacher", when used hereinafter in this agreement, shall refer to all employees represented by the Association in the bargaining or negotiating units as above defined but excluding substitute teachers, nurses, student teachers and administrative interns. References to male teachers shall include female teachers.

B. The Board agrees not to negotiate with any teachers' organization other than the Association for the duration of this Agreement. Nothing contained herein shall be construed to prevent any individual teacher from presenting a grievance and having the grievance adjusted without intervention of the Association, if the adjustment is not inconsistent with the terms of this Agreement, provided that the Association has been given opportunity to be present at such adjustment.

ARTICLE II

Authorized Payroll Deductions

A. Teachers may at any time sign and deliver to the Board an Assignment authorizing deduction of membership dues of the Association (including the National Education Association and The Michigan Education Association as indicated by the individual member). Such authorization shall continue in effect unless subsequent to June 1 and prior to September 15 of any year, such authorization is formally revoked by the teacher in writing and copies thereof are delivered to the Association and the Board.

B. The deduction of membership dues shall be made from one regular pay check 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.

C. The Association herewith further agrees to indemnify and save harmless the Board for all sums improperly deducted and remitted to the Association in accordance with the provisions contained herein.

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 Constitutions of Michigan and 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 or membership in the Association either on or off school premises.

F. The Board agrees to furnish to the Association in response to reasonable 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 certificated 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.

ARTICLE IV

Professional Compensation

A. The salaries of teachers covered by this Agreement are set forth in Schedule A, which is attached to and incorporated into this Agreement. Such salary schedule shall remain in effect during the one-year term of this Agreement, provided, however, that upon written notice to the other party at least thirty (30) days prior to the first day of May of every year of this Agreement either party may request the reopening of negotiation of such salary schedule. Upon request of either party, negotiations shall promptly and without delay commence.

B. Compensation for extra duties to be performed by the members of the teachers herein are 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 assignment of the said extra duties to any teacher in the system without said teacher's first consent and agreement being obtained. It is further mutually agreed that all assignments shall be on a seniority basis as the assignments become vacant and his qualifications enabling him to perform the activity are evaluated and approved. It is further mutually agreed that no teacher shall be entitled or enabled to undertake the performance of more than one extra duty per school year until every teacher has been given the opportunity to volunteer and undertake the performance of at least one extra duty assignment. It is further agreed that in the event that no teacher

volunteers to undertake the performance of a particular extra duty assignment requiring the direction of a professional staff member then that extra duty assignment shall not be filled during the particular school year and further, the Board shall not be required to fill this vacant extra duty assignment during that school year. 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, to withdraw from further consideration and use any and all such duty assignments as it shall in its discretion deem necessary.

C. A teacher engaged during the school day in negotiating in 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.

D. 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.

E. 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 V

Teaching Hours, Class Loads, and Assignments

A. The teacher's normal teaching hours in the Hancock schools shall be as follows:

Elementary classroom doors open:

Individual buildings will vary within this time schedule:

Middle School (grade 6)

8:15 A.M. to 11:30 A.M.

12:20 P.M. to 3:40 P.M.

High School Classroom doors open

8:10 A.M. to 11:30 A.M.

12:25 P.M. to 3:50 P.M.

B. The normal weekly teaching load in the junior-senior highschool will be twenty-five (25) teaching periods or combination of teaching and study hall periods totalling twenty-five (25), and five (5) unassigned preparation periods based on the six (6) period day. 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. 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 judgement of the principal with the consent of the teacher. 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.

C. Since pupils are entitled to be taught by teachers who are working within their area of competence, teachers shall not be assigned, except temporarily and for good cause, outside the scope of their teaching certificates or their major or minor field of study.

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. All teachers shall be entitled to a duty-free uninterrupted lunch period of at least fifty (50) 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.

F. Elementary teachers, K-5, will be provided two fifteen minute relief periods each day except when that teacher has recess duty. In addition, elementary teachers may use for preparation all time during which their classes are receiving instruction from various teaching specialists.

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

H. All teachers shall be given written notice of their schedules for the forthcoming year no later than the preceding first day of June. 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.

I. 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 but 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

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.

A. 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 the following maxima not be exceeded:

- (1) Kindergarten 25-30 pupils
- (2) Elementary School
 Grades 25-30 pupils
- (3) Secondary School:

The ratio of pupils to teachers and other professional staff members shall not exceed 27 to 1. Except in certain activity type classes such as typewriting, physical education, and music, the total average pupil load for teachers within a department shall not exceed 170 pupils per day. The recommended class size is not more than 30 pupils. Classes with enrollments of more than 35 pupils are not conducive to the maintenance of good teacher-learning situations.

B. 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 April 10, of each school year or by such other date as may be designated by the Superintendent of Schools. The teacher will be informed by May 15 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 of 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.

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

D. Telephone facilities shall be made available to teachers for their reasonable use.

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

ARTICLE VII
Vacancies, Promotions, Transfers and Professional Qualifications

A. Whenever a vacancy of any professional 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. Since the frequent transfers of teachers from one school to another is disruptive of the educational process and interferes with optimum teacher performance, the parties agree that unrequested transfers of teachers are to be minimized and avoided whenever possible.

B. Any teacher may apply for such vacancy. In filling such vacancy, the Board agrees to give due weight to the professional background and attainments of all applicants, the length of time each has been in the school system of the district, and other relevant factors. The Board declares its support of a policy of promotions from within its own teaching staff, including promotions to supervisory and executive levels, subject to the best interest of the school district. The decision of the Board as to the filling of such vacancy shall, however, be final. "Service" in the system, for purposes 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 leave of absence for any cause.

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.
3. The transfer is for the good of the system as well as the individual.

C. 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 college or university, and has never been granted a provisional or permanent certificate.

D. The employment of teachers by individual contracts based on special certificates is to be permitted only in cases of absolute necessity or where the teacher has outstanding credentials and the Association shall be so notified in each instance.

E. Any teacher who shall be transferred to a supervisory or executive position and later returned to a teaching position shall be entitled to retain such rights as he may have had under this Agreement prior to such transfer to supervisory status upon his return to his teaching status.

ARTICLE VIII

Health, Sick, Maternity, and Other Leaves

A. Physical Examinations

1. Each teacher may be asked to submit to a general physical examination and chest x-ray or Mantoux test. The employee may select the physician. The fee for the basic physical examination will be determined by the Board and upon receipt of a report of the examination from the examining physician, the fee will be paid by the Board of Education.
2. In the event that the results of the examination are not acceptable to either party, the services of a recognized clinical hospital may be obtained for this examination. The results of the clinical examination shall supersede that of the original physician. The expense of said clinical examination is to be borne by the dissatisfied party.

B. Partial Disability

In case of partial disability which may incapacitate the teacher from discharging his full teaching duties, such teachers assignments may be adapted to his ability and a proportional salary adjustment made upon the certification of the said partial disability by a duly licensed physician.

C. Sick Leave and Allowance

1. A teacher expecting to be absent shall notify the Superintendent of Schools in adequate time to obtain a substitute, if available. All teachers shall maintain a lesson plan book including class roster with lesson outline indicated at least three (3) days in advance so as to enable substitute teachers to be as effective as possible. This lesson plan book shall be available for use by the substitute teacher, and its usual location shall be known to the principal.
2. 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.
 - a. Allowed sick leave days for each academic year of service shall be ten (10) days. Sick leave may be utilized for the following purposes:

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

Such sick leave does not apply just preceding or following a holiday or vacation period without a Licensed Physician's certification obtained and delivered to the Superintendent.

1. Any unused portion of annual sick leave allowance of ten (10) days, depending on service time, will be allowed to accumulate to a maximum of one hundred-ten (110) days.

2. Definitions:

a) Illness in the immediate family is defined as the spouse, mother, father, sister, brother, child, and grandparents if dependent upon the employee, or any relative living under the same roof and who is wholly dependent upon the employee for support.

b) Death in the immediate family is defined as the father, mother, spouse, parents of the spouse, sister, brother, child and grandparents or any relative who is wholly dependent upon the employee for support. If death to other members of the family occurs, absence may be excused by the Superintendent of Schools upon written request and at his discretion.

3. Further, that when the one hundred-ten (110) days has accumulated, any sick leave time will be deducted from the accumulated time. At the beginning of the year following any deduction for illness, a number of days not to exceed ten (10) days in any one year will be added to the accumulated days not to accumulate more than one hundred-ten (110) days.

4. All requests for sick leave must be submitted to and approved by the Superintendent. In the event that a medical examination is required by the Board, said medical examination shall be demanded at the time of receipt of request for said sick leave. Such medical examination shall be paid for by the Board. In the event that no sickness is indicated by examination, said examination shall be paid for by the teacher. In the event of absence of a teacher for illness in excess of five (5) consecutive working days, the Board may, at its expense, require an examination by an independent physician.

b. Any teacher who is absent because of an injury or disease compensable under the Michigan Workmen's Compensation Law shall receive from the Board the difference between the Workmen's Compensation payment prescribed by law and his regular salary, to the extent as specified below:

An employee suffering a compensable injury shall be charged $\frac{1}{2}$ day from his accumulated sick leave account for every lost day due to the injury.

NOTE: 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 Workmen's Compensation Law.

- c. Sick leave for teachers employed on a part-time or for part of the school year, will have sick leave allowance in proportion to the time employed.
- d. A Statement of his sick leave account will be presented to each teacher upon request.
- e. 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.
- f. All properly chargeable absences for one-half ($\frac{1}{2}$) 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.
- g. Personal leave will be granted with the approval of the Superintendent and days so used will not be charged to the teacher's sick leave account. The purpose of this leave is to relieve the teacher of financial hardship in situations concerning personal business over which they have no

control. Personal business is defined as that activity 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 business leave, containing the reasons for said 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 day preceding or the day following holidays or vacations, and the first and last days of the school year. All other requests for personal leave may be approved and granted by Board upon recommendation of the Superintendent upon request for any other purpose subject to loss of pay for time involved, by the requesting teacher. All requests for personal leave other than above stated resulting in loss of pay for time involved shall be submitted in writing to the Superintendent at least fourteen (14) days prior to the date said leave is desired.

- D. 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.
- E. Maternity and Adoption leave.

1. A leave of absence without pay shall be granted for up to one year for the purpose of maternity or adoption. 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 and shall include a statement of the exact date on which the teacher wishes to terminate her teaching.

2. The teacher may continue teaching as long as she can continue her regularly assigned responsibilities. The Board may require a doctor's statement (s) to this effect.

3. A teacher on leave under the above conditions wishing to return to duty shall file a written request with the Superintendent at least ninety (90) calendar days prior to the date she wishes to return to teaching or 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 teacher may be required to furnish a physician's statement indicating that her health permits her to resume the full responsibility of teacher.

4. The leave for the adoption of a child shall begin at a mutually agreed upon time between the Board and the teacher.

5. If a 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.

F. Military leaves of absence shall be granted to any teacher who shall be inducted or shall enlist for military duty to any branch of the armed forces of the United States.

Teachers on return from such military leave shall be given the benefit of up to two increments and sick leave allowances which would have been credited to them had they remained in active service in the school system.

G. 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. Any expenses over \$20.00 per teacher must be approved by the Board.

H. Teachers called for jury duty will 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 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.

ARTICLE IX

Insurance Protection

A. Hospitalization

The following rates will be paid by the board toward the employee's Blue-Cross Blue-Shield or MESSA health and hospitalization insurance plan made available in the district and for which copies are on file in the office of the Superintendent.

Family	\$ 52.17
Self and Spouse	48.47
Single	19.46

Parttime employees will be provided a proportional amount as follows:
less than half time, 50% of rates above and half-time or more, 100% of rates above.

B. Workmen's Compensation

The Board of Education carries Workmen's Compensation to cover all employees. Such coverage is issued by the Michigan State Accident Fund, Lansing, Michigan.

C. Liability

The Board of Education carries institutional liability insurance coverage as follows:

- 1) \$100,000.00 @ person
- 2) \$300,000.00 @ occurrence
- 3) \$25,000.00 property damage
- 4) \$25,000.00 Aggregate

ARTICLE X

Teacher Evaluation and Professional Behavior

A. Probationary teachers will be evaluated at least two (2) times each year, and tenure teachers may be evaluated at least once during each year, by their principals or designated certified administrative personnel of the district. A written report shall be completed and signed by the principal and the teacher. A copy of the report shall be given to the teacher upon request. A teacher may submit his own evaluation, if he does not agree with the principal's evaluation. Both evaluations are to be placed in the teacher's personnel file. A teacher may also confer with the Superintendent regarding his evaluation. All evaluations shall be completed to the seventieth (70th) day preceding the close of the school year.

B. 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.

C. 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 this Agreement, provided that the teacher may reasonably refuse to carry out an order which threatens physical safety or well-being.

D. A teacher shall at all times be entitled to have present a representative of the Association for observation purposes only when he is being reprimanded, warned or disciplined for any infraction of rules or delinquency in professional performance. When a request for such representation is made, no action shall be taken with respect to the teacher until such representative of the Association is present.

E. No teacher shall be disciplined, including reprimand, suspension with or without pay, demotion or discharge, without just cause. Notwithstanding these foregoing, in the case of the discipline of a tenure teacher within the meaning of the Michigan Tenure of Teachers Act, just cause shall be determined under the Act.

F. Discipline of teachers shall be subject 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 shall be required or permitted by the Michigan Tenure of Teachers 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 Tenure of Teachers Act; and the Tenure Act then shall thereafter govern all proceedings against the teacher.

ARTICLE XII

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, needs 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.

D. 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.

E. 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.

F. A 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.

G. 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 XII

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

C. 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 or bargaining, subject only to such ultimate ratification.

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.

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 informal written notice of grievance shall be directed to the principal or supervisor of the teacher involved within five (5) calendar days after its occurrence. The formal written grievance herein provided shall be filed with the principal or supervisor of the teacher involved within eight (8) school days after the occurrence. In the event that the principal or supervisor is not available, the informal written notice to be provided to the principal or supervisor shall be forwarded to said principal or supervisor within five (5) calendar days by mail.

C. Within three (3) school days of receipt of the grievance, the principal or supervisor shall meet with the Association in an effort to resolve the grievance. The principal or supervisor shall indicate his 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 be transmitted to the superintendent. Within five (5) school days, the superintendent or his designee shall meet with the Association on the grievance and shall indicate his 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 his 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) days thereafter. A copy of such disposition shall be furnished to the Association.

F. 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) days after the decision of the board of education be appealed to arbitration. Such appeal shall be in writing and shall be delivered to the American Arbitration Association and the board of education within said ten 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.

The arbitrator so selected will confer with the parties and hold hearings promptly and will issue his decision not later than thirty (30) 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.

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.

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

The arbitrator's fee 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. In the event the grievance is filed after May 15th of any year and the strict adherence to the time limits may result in hardship to any party, the Board shall use its 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

Retirement Clause

Effective June, 1962, the Hancock Board of Education will retire teaching employees and administrators at age 65, this including teachers who reach age 65 during the summer months and preceding the opening day of the new school year.

ARTICLE XV

Miscellaneous Provisions

A. Copies of this 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. All provisions of this contract to the contrary notwithstanding, the Board reserves the right to change or alter any provision of this contract in order to comply with any change in the laws of the State of Michigan. Also, the Board reserves the right to change or alter any provisions of this contract in order to qualify the school district to participate in any federal or state funds which may be available from time to time. Before making such changes however, the Board shall consult with the representatives of the teachers association.

C. 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.

D. No polygraph or lie detector device shall be used in any investigation of any teacher.

E. 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.

F. This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.

G. Although the parties recognize that principals, assistant principals, the superintendent, and the assistant superintendent, and other supervisory, administrative and executive officials are excluded from the bargaining unit, they also recognize that it is the present policy of the association to admit such persons to membership in the Association for professional purposes not connected with collective bargaining and/or the administration in this agreement.

ARTICLE XVI

Board Rights Clause

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 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, the 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.

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 judgement 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 XVII

Continuity of Operations

A. 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.

B. The Board has not and agrees that it will not, during the period of this Agreement, directly or indirectly engage in or assist in any unfair labor practice as defined by Section 10 of the Public Employment Relations Act being Act No. 379 of the Public Acts of 1965.

ARTICLE XVIII

Duration of Agreement

This agreement shall be effective as of September 1, 1973, and shall continue in effect until the 31st day of August, 1974. This agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

NOTE: It is expressly understood between the parties hereto that the provisions of this contract shall be subject to the Economic Stabilization Act of 1970 and Presidential Executive Order No. 11615 or any additions or supplements or amendments thereto or any guidelines promulgated by an official agency connected therewith.

Board of Education of the Public
Schools of the City of Hancock

By: Robert Stones
President

By: Robert J. Nominelli
Secretary

Hancock Education Association

By: Joe E. Henderson
President

By: Mary Jane Hoss
Secretary

PROFESSIONAL SALARY SCHEDULE

Schedule A

11.

Step	BA-BS	BA-BS + 18 and/or Permanent Certificate	MA-MS
1	8100		Schedule will be 10% of base (\$810) above BA-BS Permanent Certificate schedule. The range for MA-MS schedule is \$910 to \$13,715.
2	8465		
2.5	8656		
3	8846		
3.5	9045		
4	9244	9569	
4.5	9452		
5	9660	9985	
6	10095	10420	
7		10874	11684
8		11349	12157
9		11845	12655
10		12363	13173
11		12905	13715

The BA-BS 11-step or level schedule is the basic salary schedule for all staff members with an index of 4.5% based on the previous year's salary as the increment. The following statements interpret the implementation of the schedule to all categories as negotiated.

1. The BA-BS schedule with provisional certification has six levels. In order to move above the maximum level (6th level) listed, additional certification and/or educational degree levels must be attained.
2. When a staff member has completed the requirements for the permanent certificate and has been awarded same prior to the beginning of a new school year, \$325 will be added to the BA-BS schedule level for that year. If the certificate is earned and awarded prior to the opening of the second semester, a pro-rated amount of the increased fee or \$163 will be added to the level for the remainder of that year.
3. When a staff member has satisfied the requirements for and has been granted an MA-MS degree prior to the beginning of a new school year, \$810 will be added to the BA-BS schedule level for that year. If the degree is earned and granted prior to the opening of the second semester, a pro-rated amount of the increased fee or \$405 will be added to the level for the remainder of that year.

Longevity:

Level 1. Those professional staff members serving fifteen (15) years or more but less than twenty-one (21) years of consecutive years of service in the Hancock district will receive \$125.00 additional commencing on the sixteenth (16th) year. This is subject to conditions indicated below.

Level 2. Those professional staff members serving twenty (20) years or more of service will receive \$250 additional commencing on the twenty-first year. This is subject to conditions indicated below.

Note: This is effective in September 1970 and includes all staff members qualifying according to experience in the system. After the initial year of this contract provision of 1970-71, any staff member must successfully complete three (3) semester hours of graduate credit in order to qualify for each level of the longevity schedule. The three hours of credit must be earned within the five year period of the level in order to advance to the next level.

Staff members with eleven (11) years of experience and less than sixteen (16) years at the initial year of this provision, 1970-71, shall be granted credit for the hours earned during this period to qualify for the first level.

For those initially placed on the first level of the longevity payments schedule, any graduate credit earned after the fifteenth year of experience in the system shall be accepted to qualify for the second level of the longevity payment schedule.

Experience Credit:

Up to four (4) years of previous experience credit earned after acquiring a degree and provisional certification may be granted. However, previous experience must be related to the new teaching position for which the appointment is made at Hancock.

Athletic Coaching experience will be granted according to provisions above and within the position and/or athletic activity for which experience was earned.

Schedule B

Extra Duty Assignment and Fees

<u>Assignment</u>	<u>Fees</u>
Club Advisors	\$ 80
Class Advisors 7-8, 9 and 10	75
11	150
Audio-Visual	
Ordering, scheduling, processing	50
Equipment, supervision & maint.	100
Forensics	125
Cheerleaders	150
Shop Repair (2)	100
Girl's Athletic Association	200
Girl's Tumbling	200
Skiing Advisor	75
Class Plays	
Junior	200
Senior	200
Fan Bus Advisor	3/hr.
Game Assistants	10/game session
Ticket Manager	150
Yearbook	150
Driver Education	First Year Second Year Third Year Fourth Year
	\$5.25/hr. 5.50/hr. 5.75/hr. 6.00/hr.

A year would be interpreted as 180 hours of teaching driver education in the class room or on the road or a combination of both.

Teachers in the system would be credited with experience already accrued and new teachers share begin at step one. If a teacher is scheduled to teach a class room session of more than 45 students, the teacher would be paid one and one-half times his present hourly rate.

Schedule B (Continued)

<u>Assignment</u>	<u>Fees</u>
Musical Play	\$500
Summer Band	500 for 6-week program
Music (2)	600
Noon Duty	3/day
Travel	
Art, Music, Physical Education and Elementary Counselor	100 (each teacher)

Schedule C.

Professional Grievance Report

School District: _____ Grievance Number: _____

School: _____ Date of Violation: _____

Date of Grievance: _____

Subject to provisions of the professional negotiations agreement between the Board and the Association, I hereby authorize the representative or representatives of the Association recognized by the Board as my collective bargaining representative to process this request or claim arising therefrom in this or any other stage of the professional grievance procedure, including arbitration, or to adjust or settle the same.

STATEMENT OF THE GRIEVANCE:

REMEDY REQUESTED:

Approved for processing:

Date: _____

Signature of Grievant (Use reverse side for
additional signatures if more than one grievant)

Athletic Coaches
(% applied to base salary on BA-BS level to determine dollar amount)

	Step	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>
Football								
Head Coach (42 wks.)		11.43	12.065	12.70	13.335	13.97	14.605	15.24
Ass't Varsity (42 wks.)		8.89	9.21	9.53	9.85	10.17	10.49	10.81
Ass't Jr. Varsity (42 wks.)		7.94	8.26	8.58	8.90	9.22	9.54	9.86
Jr. Varsity Ass't (42 wks.)		7.00	7.32	7.64	7.96	8.28	8.60	8.92
Basketball (Boys)								
Head Coach		10.16	10.795	11.43	12.065	12.70	13.335	13.97
Ass't Jr. Varsity		6.35	6.67	6.99	7.31	7.63	7.95	8.27
Junior High		2.86	3.18	3.50	3.82	4.14	4.46	4.78
Elementary		2.86	3.18	3.50	3.82	4.14	4.46	4.78
Track (Boys)								
Head Coach		4.13	4.765	5.40	6.035	6.67	7.305	7.94
Assistant		2.42	2.74	3.06	3.38	3.70	4.02	4.34
Cross Country		2.54	3.175	3.81	4.445	5.08	5.715	6.35
Golf		2.54	3.175	3.81	4.445	5.08	5.715	6.35
Swimming		2.54	3.175	3.81	4.445	5.08	5.715	6.35
Skiing		4.00	4.635	5.27	5.905	6.54	7.175	7.81
Hockey		9.00	9.635	10.27	10.905	11.54	12.175	12.81
Basketball (Girls)		5.00	5.635	6.27	6.905	7.54	8.175	8.81
Track (Girls)		2.54	3.175	3.81	4.445	5.08	5.715	6.35
Flag Football		2.10	No experience increments					
Boys' Intra Murals		2.10	No experience increments					

Previous experience credit considered the same for coaching as for teaching schedule level.

Calendar for 1973-74

(Accepted June 28, 1973)

Open School: September 4

Teacher orientation in A.M.

Students report at noon for P.M. ($\frac{1}{2}$ day)

Thanksgiving Recess: November 22-23

Winter Recess: December 22 - January 2 inclusive

First Semester Ends: January 24 Last student day

January 25 Teacher record day

Spring Recess: April 11-16 inclusive

Memorial Day: May 27

School year Closes: June 6 at noon - Students' last day

June 6 P.M. and June 7 Teacher record days ($1\frac{1}{2}$)

Attendance Days: 181

Teacher Work Days: 184