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8/31/97

Hancock Public Schools

MASTER AGREEMENT
BETWEEN
THE HANCOCK PUBLIC SCHOOLS
AND
THE COPPER COUNTRY EDUCATION ASSOCIATION
1994 - 97

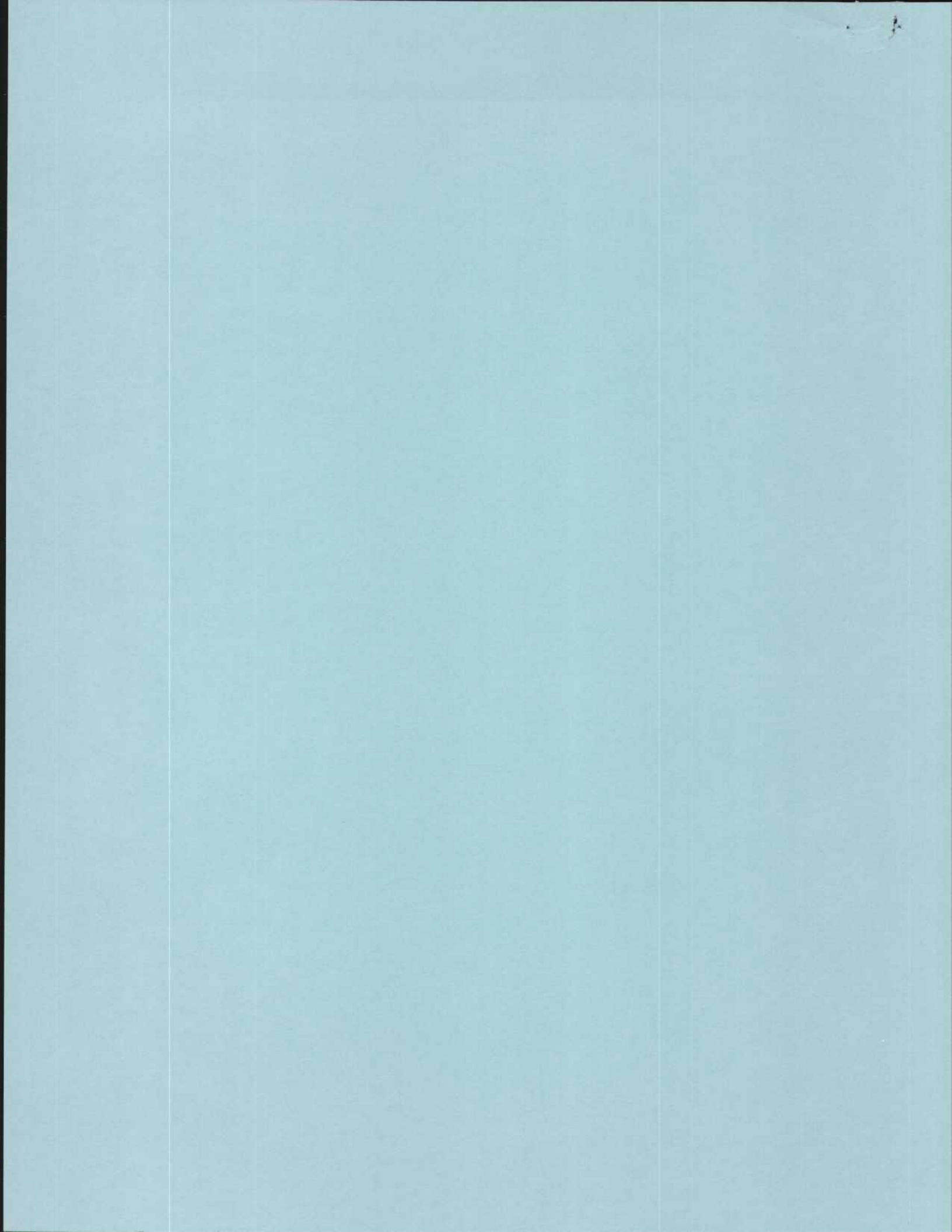


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This Agreement is entered into, for the term provided in the Duration Article, by and between the Board of Education of the City of Hancock, Michigan, hereinafter called the "Board", and the Copper Country Education Association, hereinafter called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

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 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.

J. 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.

K. No teacher shall be disciplined, including reprimand, suspension with or without pay, demotion or discharge without just cause.

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

Elementary Teachers: 8:10 a.m. to 3:25 p.m.*

High School Teachers: 8:10 a.m. to 3:25 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. The normal weekly teaching load in the junior-senior high school will be twenty-five (25) teaching periods or combinations of teaching and study hall periods totaling 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 judgment 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.

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-6, 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 \$10.00 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. 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.

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 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 maximum 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. Except in certain activity type classes such as typewriting, physical education, music and study hall, the total average pupil load for teachers within a department shall 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. 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.

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. A teacher shall be entitled to have present a representative of the Association for any disciplinary action. No longer than five (5) school days may elapse before disciplinary action is taken after a teacher has received notice of disciplinary action and has requested an Association representative.

F. 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. The teacher shall meet with the administrator to develop a planned program to correct the deficiencies cited by the administrator.

G. No teacher shall be issued a reprimand, suspension, discharge, or reduced in rank without just cause.

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

I. 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.

J. 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.

K. 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.

H. 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.

I. 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 IX

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 of 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.

F. 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.

ARTICLE X

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 XI

HEALTH, SICK, MATERNITY, AND OTHER LEAVES

A. Physical Examinations

Each teacher may be asked to submit to a general physical examination and chest x-ray or Mantoux test. This initial employment physical examination is required as is the T.B. testing as stated in Michigan School Law. 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.

B. Partial Disability

In case of partial disability which may incapacitate the teacher from discharging his full teaching duties, such teacher's assignments may be adopted to his ability if he/she requests, 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. 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 of one hundred eighty (180) days. 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 spouse, mother, father, sister, brother, child, grandchild 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.
- (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 one hundred eighty (180) days has accumulated, any sick leave time will be deducted from the accumulated time. At the beginning of the year, allowing any deducted for illness, a number of days not to exceed twelve (12) days in any one year will be added to the accumulated days not to accumulate more than one hundred eighty (180).
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

1. 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). 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 a physician's statement indicating that her health permits her to resume full responsibility of teacher. 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. 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.

G. 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.

H. 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.

I. 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.

J. 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.

K. 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 XII

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 be transmitted to the superintendent. Within five (5) school days, 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 XIII

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 XIV

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 XV

EARLY RETIREMENT PROGRAM

A. A member of the bargaining unit who has been employed at least 10 years in the Hancock Schools may seek early retirement provided he/she has reached age 55 during the previous school year or is eligible for retirement benefits from the Michigan Public School Employees' Plan.

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.

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 \$55 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 \$55 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 XVI

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 XVII

PROFESSIONAL COMPENSATION

A. 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.

B. 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 XVIII

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

Super Care I (Employer to reimburse employee for deductible and for prescription drug co-pay charge.)

Delta Dental Plan	60/60/60:\$1,000
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Vision	VSP-3 Plus
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Negotiated Life	\$15,000 AD&D
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PLAN B

Eligible employees electing Plan B may, upon written application, apply 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) to any TSA (Tax Shelter Annuity) acceptable to the Board.

Delta Dental Plan	60/60/60:\$1,000
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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 180.

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 XIX

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 appoint teachers to serve on the District Level Effective Schools Committee and Building Level Effective Schools 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 XX

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 XXI

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 XXII

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 XXIII

DURATION

A. This Agreement shall be effective as of September 1, 1994, and shall continue in effect until the 31st day of August, 1997.

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

Mark R. Peters
Mark R. Peters
Secretary

ASSOCIATION

Steve Elenich
Steve Elenich
CCEA President

Kristin Schourek
Kristin Schourek
HEA President

Karen Tetzlaff
Karen Tetzlaff
HEA Secretary

Date 10-25-94

Date 10-25-94

SCHEDULE A

(1) 1994-97 SALARY INDEX

(a) Step	<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) For advancement through step 11 service credit may be granted, at the discretion of the District, for years of teaching experience in districts other than Hancock. For steps 12 through 14 such service credit may not exceed 2 years. For steps 15 and above no service credit will be included.

(2)(I) 1994-95 SALARY SCHEDULE

(a)	<u>Step</u>	<u>BA</u>	<u>BA+18</u> <u>or Cont/Perm</u>	<u>MA</u>	<u>MA+18</u>	<u>Db1 MA</u> <u>Ed. Spec.</u> <u>Ph.D.</u>
	0	\$23,053	\$24,206	\$26,511	\$27,664	\$28,816
	1	\$23,899	\$25,052	\$27,357	\$28,510	\$29,662
	2	\$24,743	\$25,895	\$28,201	\$29,353	\$30,506
	3	\$25,589	\$26,741	\$29,047	\$30,199	\$31,352
	4	\$26,665	\$27,818	\$30,123	\$31,276	\$32,429
	5	\$27,740	\$28,892	\$31,198	\$32,350	\$33,503
	6	\$28,816	\$29,969	\$32,274	\$33,427	\$34,580
	7	\$29,893	\$31,045	\$33,351	\$34,503	\$35,656
	8	\$30,967	\$32,120	\$34,425	\$35,578	\$36,730
	9	\$32,044	\$33,196	\$35,502	\$36,654	\$37,807
	10	\$34,003	\$35,156	\$37,461	\$38,614	\$39,766
	11	\$35,963	\$37,115	\$39,421	\$40,573	\$41,726
	12	\$35,963	\$38,374	\$40,679	\$41,832	\$42,985
	13	\$35,963	\$38,374	\$40,679	\$41,832	\$42,985
	14	\$35,963	\$38,374	\$40,679	\$41,832	\$42,985
	15	\$35,963	\$38,734	\$41,039	\$42,192	\$43,344
	16	\$35,963	\$38,734	\$41,039	\$42,192	\$43,344
	17	\$35,963	\$38,734	\$41,039	\$42,192	\$43,344
	18	\$35,963	\$38,734	\$41,039	\$42,192	\$43,344
	19	\$35,963	\$38,734	\$41,039	\$42,192	\$43,344
	20	\$35,963	\$39,453	\$41,758	\$42,911	\$44,064
	21	\$35,963	\$39,453	\$41,758	\$42,911	\$44,064
	22	\$35,963	\$39,453	\$41,758	\$42,911	\$44,064
	23	\$35,963	\$39,453	\$41,758	\$42,911	\$44,064
	24	\$35,963	\$39,453	\$41,758	\$42,911	\$44,064
	25	\$35,963	\$39,813	\$42,118	\$43,270	\$44,423

(b) Steps are based on full years of continuous service within the bargaining unit, plus service credit, as of September 1, 1994 for the first semester, and as of the start of the 1995 spring semester for the second semester.

(c) For advancement through step 11 service credit may be granted, at the discretion of the District, for years of teaching experience in districts other than Hancock. For steps 12 through 14 such service credit may not exceed 2 years. For steps 15 and above no service credit will be included.

(2)(II) 1995-96 SALARY SCHEDULE

(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	\$23,745	\$24,932	\$27,307	\$28,494	\$29,681
	1	\$24,616	\$25,804	\$28,178	\$29,365	\$30,553
	2	\$25,486	\$26,673	\$29,047	\$30,235	\$31,422
	3	\$26,357	\$27,544	\$29,919	\$31,106	\$32,293
	4	\$27,466	\$28,653	\$31,028	\$32,215	\$33,402
	5	\$28,572	\$29,760	\$32,134	\$33,321	\$34,509
	6	\$29,681	\$30,868	\$33,243	\$34,430	\$35,618
	7	\$30,790	\$31,977	\$34,352	\$35,539	\$36,726
	8	\$31,897	\$33,084	\$35,458	\$36,646	\$37,833
	9	\$33,006	\$34,193	\$36,567	\$37,755	\$38,942
	10	\$35,024	\$36,211	\$38,586	\$39,773	\$40,960
	11	\$37,042	\$38,229	\$40,604	\$41,791	\$42,978
	12	\$37,042	\$39,526	\$41,900	\$43,088	\$44,275
	13	\$37,042	\$39,526	\$41,900	\$43,088	\$44,275
	14	\$37,042	\$39,526	\$41,900	\$43,088	\$44,275
	15	\$37,042	\$39,896	\$42,271	\$43,458	\$44,645
	16	\$37,042	\$39,896	\$42,271	\$43,458	\$44,645
	17	\$37,042	\$39,896	\$42,271	\$43,458	\$44,645
	18	\$37,042	\$39,896	\$42,271	\$43,458	\$44,645
	19	\$37,042	\$39,896	\$42,271	\$43,458	\$44,645
	20	\$37,042	\$40,637	\$43,012	\$44,199	\$45,386
	21	\$37,042	\$40,637	\$43,012	\$44,199	\$45,386
	22	\$37,042	\$40,637	\$43,012	\$44,199	\$45,386
	23	\$37,042	\$40,637	\$43,012	\$44,199	\$45,386
	24	\$37,042	\$40,637	\$43,012	\$44,199	\$45,386
	25	\$37,042	\$41,008	\$43,382	\$44,569	\$45,757

- (b) Steps are based on full years of continuous service within the bargaining unit, plus service credit, as of September 1, 1995 for the first semester, and as of the start of the 1996 spring semester for the second semester.
- (c) For advancement through step 11 service credit may be granted, at the discretion of the District, for years of teaching experience in districts other than Hancock. For steps 12 through 14 such service credit may not exceed 2 years. For steps 15 and above no service credit will be included.

(2)(III) 1996-97 SALARY SCHEDULE

(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	\$24,457	\$25,680	\$28,126	\$29,348	\$30,571
	1	\$25,355	\$26,577	\$29,023	\$30,246	\$31,469
	2	\$26,250	\$27,473	\$29,918	\$31,141	\$32,364
	3	\$27,147	\$28,370	\$30,816	\$32,039	\$33,262
	4	\$28,289	\$29,512	\$31,958	\$33,181	\$34,404
	5	\$29,429	\$30,652	\$33,098	\$34,321	\$35,543
	6	\$30,571	\$31,794	\$34,240	\$35,463	\$36,686
	7	\$31,713	\$32,936	\$35,382	\$36,605	\$37,828
	8	\$32,853	\$34,076	\$36,522	\$37,744	\$38,967
	9	\$33,995	\$35,218	\$37,664	\$38,887	\$40,109
	10	\$36,074	\$37,297	\$39,743	\$40,965	\$42,188
	11	\$38,153	\$39,376	\$41,821	\$43,044	\$44,267
	12	\$38,153	\$40,711	\$43,157	\$44,380	\$45,603
	13	\$38,153	\$40,711	\$43,157	\$44,380	\$45,603
	14	\$38,153	\$40,711	\$43,157	\$44,380	\$45,603
	15	\$38,153	\$41,093	\$43,538	\$44,761	\$45,984
	16	\$38,153	\$41,093	\$43,538	\$44,761	\$45,984
	17	\$38,153	\$41,093	\$43,538	\$44,761	\$45,984
	18	\$38,153	\$41,093	\$43,538	\$44,761	\$45,984
	19	\$38,153	\$41,093	\$43,538	\$44,761	\$45,984
	20	\$38,153	\$41,856	\$44,301	\$45,524	\$46,747
	21	\$38,153	\$41,856	\$44,301	\$45,524	\$46,747
	22	\$38,153	\$41,856	\$44,301	\$45,524	\$46,747
	23	\$38,153	\$41,856	\$44,301	\$45,524	\$46,747
	24	\$38,153	\$41,856	\$44,301	\$45,524	\$46,747
	25	\$38,153	\$42,237	\$44,683	\$45,906	\$47,129

(b) Steps are based on full years of continuous service within the bargaining unit, plus service credit, as of September 1, 1996 for the first semester, and as of the start of the 1997 spring semester for the second semester.

(c) For advancement through step 11 service credit may be granted, at the discretion of the District, for years of teaching experience in districts other than Hancock. For steps 12 through 14 such service credit may not exceed 2 years. For steps 15 and above no service credit will be included.

SCHEDULE B

(1)(I) 1994-95 ATHLETIC COACH SALARIES

<u>ASSIGNMENT</u>	<u>STEPS</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>Basketball</u>										
Varsity Head		2564	2718	2881	3054	3238	3418	3540	3662	3785
Jr. Varsity/Asst. Vars.		2149	2277	2414	2558	2710	2873	2931	3052	3173
Jr. High - Boys		1068	1161	1250	1343	1434	1525	1618	1709	1801
Jr. High - Girls		947	1037	1130	1220	1313	1405	1496	1587	1679
Elementary		586	665	744	830	916	995	1080	1161	1240
<u>Cheerleading</u>		683	782	879	978	1074	1172	1270	1368	1465
<u>Cross Country</u>		1220	1329	1441	1552	1661	1770	1880	1990	2100
<u>Football</u>										
Varsity Head		2564	2718	2881	3054	3238	3418	3540	3662	3785
Varsity Asst.		2149	2277	2414	2558	2710	2873	2931	3052	3173
Jr. Varsity Head		2075	2167	2241	2319	2411	2490	2574	2662	2746
Jr. Varsity Asst.		1661	1746	1825	1910	1990	2075	2160	2246	2332
<u>Hockey</u>										
Varsity Head		2564	2718	2881	3054	3238	3418	3540	3662	3785
Varsity Asst.		2149	2277	2414	2558	2710	2873	2931	3052	3173
<u>Skiing</u>		1161	1264	1361	1459	1563	1661	1759	1855	1953
<u>Swimming</u>		1496	1593	1691	1788	1886	1984	2105	2198	2425
<u>Track</u>										
Varsity Head		1496	1593	1691	1788	1886	1984	2105	2198	2290
Varsity Asst.		1099	1197	1294	1392	1489	1587	1684	1782	1880
Jr. High Single Coach		1005	1099	1191	1281	1373	1465	1557	1648	1739
or										
Jr. High Separate Coach Boys and Girls (2)		701	776	849	923	995	1068	1142	1215	1288

*Steps are based on years of coaching for the Hancock public schools in the specified assignment as of September 1, 1994.

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

(b) 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.

(c) 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, \$154/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 \$154 for each week that actual competition occurs (a week in which their team participates in a playoff contest).

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

SCHEDULE B

(1)(II) 1995-96 ATHLETIC COACH SALARIES

<u>ASSIGNMENT</u>	<u>STEPS</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>Basketball</u>										
Varsity Head		2641	2800	2967	3146	3335	3521	3646	3772	3899
Jr. Varsity/Asst. Vars.		2213	2345	2486	2635	2791	2959	3019	3144	3268
Jr. High - Boys		1100	1196	1288	1383	1477	1571	1667	1760	1855
Jr. High - Girls		975	1068	1164	1257	1352	1447	1541	1635	1729
Elementary		604	685	766	855	943	1025	1112	1196	1277
<u>Cheerleading</u>		703	805	905	1007	1106	1207	1308	1409	1509
<u>Cross Country</u>		1257	1369	1484	1599	1711	1823	1936	2050	2163
<u>Football</u>										
Varsity Head		2641	2800	2967	3146	3335	3521	3646	3772	3899
Varsity Asst.		2213	2345	2486	2635	2791	2959	3019	3144	3268
Jr. Varsity Head		2137	2232	2308	2389	2483	2565	2651	2742	2828
Jr. Varsity Asst.		1711	1798	1880	1967	2050	2137	2225	2313	2402
<u>Hockey</u>										
Varsity Head		2641	2800	2967	3146	3335	3521	3646	3772	3899
Varsity Asst.		2213	2345	2486	2635	2791	2959	3019	3144	3268
<u>Skiing</u>		1196	1302	1402	1503	1610	1711	1812	1911	2012
<u>Swimming</u>		1541	1641	1742	1842	1943	2044	2168	2264	2498
<u>Track</u>										
Varsity Head		1541	1641	1742	1842	1943	2044	2168	2264	2359
Varsity Asst.		1132	1233	1333	1434	1534	1635	1735	1835	1936
Jr. High Single Coach		1035	1132	1227	1319	1414	1509	1604	1697	1791
or Jr. High Separate Coach Boys and Girls (2)		722	799	874	951	1025	1100	1176	1251	1327

*Steps are based on years of coaching for the Hancock public schools in the specified assignment as of September 1, 1995.

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

(b) 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.

(c) 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, \$159/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 \$159 for each week that actual competition occurs (a week in which their team participates in a playoff contest).

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

SCHEDULE B

(1)(III) 1996-97 ATHLETIC COACH SALARIES

<u>ASSIGNMENT</u>	<u>STEPS</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>Basketball</u>										
Varsity Head		2720	2884	3056	3240	3435	3627	3755	3885	4016
Jr. Varsity/Asst. Vars.		2279	2415	2561	2714	2875	3048	3110	3238	3366
Jr. High - Boys		1133	1232	1327	1424	1521	1618	1717	1813	1911
Jr. High - Girls		1004	1100	1199	1295	1393	1490	1587	1684	1781
Elementary		622	706	789	881	971	1056	1145	1232	1315
<u>Cheerleading</u>		724	829	932	1037	1139	1243	1347	1451	1554
<u>Cross Country</u>		1295	1410	1528	1647	1762	1878	1994	2112	2228
<u>Football</u>										
Varsity Head		2720	2884	3056	3240	3435	3627	3755	3885	4016
Varsity Asst.		2279	2415	2561	2714	2875	3048	3110	3238	3366
Jr. Varsity Head		2201	2299	2377	2461	2557	2642	2731	2824	2913
Jr. Varsity Asst.		1762	1852	1936	2026	2112	2201	2292	2382	2474
<u>Hockey</u>										
Varsity Head		2720	2884	3056	3240	3435	3627	3755	3885	4016
Varsity Asst.		2279	2415	2561	2714	2875	3048	3110	3238	3366
<u>Skiing</u>		1232	1341	1444	1548	1658	1762	1866	1968	2072
<u>Swimming</u>		1587	1690	1794	1897	2001	2105	2233	2332	2573
<u>Track</u>										
Varsity Head		1587	1690	1794	1897	2001	2105	2233	2332	2430
Varsity Asst.		1166	1270	1373	1477	1580	1684	1787	1890	1994
Jr. High Single Coach		1066	1166	1264	1359	1456	1554	1652	1748	1845
or Jr. High Separate Coach Boys and Girls (2)		744	823	900	980	1056	1133	1211	1289	1367

*Steps are based on years of coaching for the Hancock public schools in the specified assignment as of September 1, 1996.

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

(b) 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.

(c) 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, \$164/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 \$164 for each week that actual competition occurs (a week in which their team participates in a playoff contest).

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

SCHEDULE B
(2)(I) 1994-95 EXTRA DUTY FEES

<u>Assignment</u>	<u>Fees</u>			
Camp Nesbitt	\$150			
Science Olympiad	\$208			
Odyssey of the Mind Advisor	208			
College Bowl Advisor	208			
Club Advisors	208			
Class Advisors 7-8, 9 and 10	208			
11	228			
Prom Advisor	228			
Audio Visual	725			
Forensics	621			
Forensics Assistant(s)	414	(total for 1 or more assists.)		
School Play Director(s) (Elementary/Secondary)	767			
Shop Repair (2)	725			
Fan Bus Advisor	4.86/hour			
Game Assistants	18.32/contest	- basketball only		
	14.65/contest	- all others		
Ticket Manager	621			
Supervisor - Human Health, Growth and Development Program	931			
Yearbook	931			
School Improvement Committee District Chair	931			
Band	1395			
Driver Education	<u>First Year*</u>	<u>Second Year*</u>	<u>Third Year*</u>	<u>Fourth Year*</u>
	\$11.33/hr.	\$11.65/hr.	\$11.91/hr.	\$12.21/hr.

*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)(II) 1995-96 EXTRA DUTY FEES

<u>Assignment</u>	<u>Fees</u>			
Camp Nesbitt	\$155			
Science Olympiad	\$214			
Odyssey of the Mind Advisor	214			
College Bowl Advisor	214			
Club Advisors	214			
Class Advisors 7-8, 9 and 10	214			
11	235			
Prom Advisor	235			
Audio Visual	747			
Forensics	640			
Forensics Assistant(s)	426	(total for 1 or more assists.)		
School Play Director(s) (Elementary/Secondary)	790			
Shop Repair (2)	747			
Fan Bus Advisor	5.01/hour			
Game Assistants	18.87/contest	- basketball only		
	15.09/contest	- all others		
Ticket Manager	640			
Supervisor - Human Health, Growth and Development Program	959			
Yearbook	959			
School Improvement Committee District Chair	959			
Band	1437			
Driver Education <u>First Year*</u>	<u>Second Year*</u>	<u>Third Year*</u>	<u>Fourth Year*</u>	
\$11.67/hr.	\$12.00/hr.	\$12.27/hr.	\$12.58/hr.	

*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)(III) 1996-97 EXTRA DUTY FEES

<u>Assignment</u>	<u>Fees</u>
Camp Nesbitt	\$160
Science Olympiad	\$220
Odyssey of the Mind Advisor	220
College Bowl Advisor	220
Club Advisors	220
Class Advisors 7-8, 9 and 10	220
11	242
Prom Advisor	242
Audio Visual	769
Forensics	659
Forensics Assistant(s)	439 (total for 1 or more assists.)
School Play Director(s) (Elementary/Secondary)	814
Shop Repair (2)	769
Fan Bus Advisor	5.16/hour
Game Assistants	19.44/contest - basketball only 15.54/contest - all others
Ticket Manager	659
Supervisor - Human Health, Growth and Development Program	988
Yearbook	988
School Improvement Committee District Chair	988
Band	1480
Driver Education <u>First Year*</u>	<u>Second Year*</u>
\$12.02/hr.	\$12.36/hr.
	<u>Third Year*</u>
	\$12.64/hr.
	<u>Fourth Year*</u>
	\$12.96/hr.

*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
1994-95*
CALENDAR

September 1	First Day of School ($\frac{1}{2}$ day for students)
September 5	Labor Day
October 14	Teacher Inservice (If no in-service is scheduled, this day will be a regular student day and one day will be deleted from the end of the calendar.)
November 24-25	Thanksgiving Recess
December 22-January 2	Christmas Recess
January 17	Exam Day
January 18-19	A.M. students, P.M. Records
January 20	Teacher Records Day
March 6	Mid-Winter Break
April 14-21	Easter Recess
May 29	Memorial Day
June 6	Exam Day
June 7	A.M. students, P.M. Records
June 8	Last Day of School A.M. students, P.M. Records
June 9	Teacher Records Day

A. Make-up Days:

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

B. 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 the teacher inservice day.

*The parties will meet in the spring of each subsequent school year to discuss the calendar for the following school year. Calendars will contain the following student days and teacher days (Records/Inservice):

	Student Days	Teacher Days
1994-95	180	183
1995-96	181	184
1996-97	181	184

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

Building Assignment Name of Grievant Date Filed

Date Cause of Grievance Occurred _____

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

2. Provisions of Agreement allegedly violated: _____

3. Relief Sought: _____

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 _____

Signature _____ Date _____

Position of Grievant and/or Association _____

Signature _____ Date _____

Disposition of Board _____

Signature _____ Date _____

Position of Grievant and/or Association _____

Signature _____ Date _____

LETTER OF UNDERSTANDING

(1994 Negotiations)

Re: Labor Agreement entered into as of September 1, 1994
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".

It is hereby mutually understood and agreed:

1. Article V notwithstanding:

(a) The District, in its discretion, may change the current 6-period day, as provided in Article V, to a 7-period day for the junior and/or senior high school(s). Article V shall be modified as necessary to provide for such 7-period day. 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.

(b) The 7-period day shall consist of seven (7) periods of fifty (50) minutes each. The normal teaching load for teachers shall be five teaching periods or combinations of teaching and study hall periods, one unassigned preparation period and one professional period. 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.

(c) Teachers may voluntarily agree to cover study halls during their unassigned preparation period which shall be compensated at the rate of Seven Hundred Fifty Dollars (\$750.00) per semester.

(d) It is agreed that this provision shall be experimental for the term of this Labor Agreement.

2. 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 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.

3. The attached Appendix "Telecommunications/Distance Learning" will be in effect until June 30, 1997.

4. 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.

5. 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.

6. Early Retirement Incentive:

The Board will not implement an additional early retirement incentive program without prior approval of the Association.

7. Mentor Teachers:

(a) "Mentor" and "Master Teacher" shall be defined as identified in Section 1526 of the School Code, as amended (the "Act"). The term "New Teacher" shall refer to a teacher during their first three years of employment in classroom teaching as provided by the Act.

(b) For purposes of assigning Mentor(s) to New Teacher(s), bargaining unit members who are Master Teachers will be considered whenever reasonable. The Master Teacher will act as a Mentor in accordance with the Act and as otherwise agreed between the Mentor and the District.

(c) Participation as a Mentor shall be voluntary. 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 shall be required to evaluate the other.

(d) Should the Association notify the District it believes the duties required of the Mentor justify additional compensation, the District agrees to meet, at the end of the school year, to discuss compensation for the following school year.

8. Public School Academies:

The District will provide notice to the Association of any contact, correspondence or inquiry regarding a public school academy application known to the District.

9. During the term of the agreement, until June 30, 1997:

(a) Elementary physical education will be increased to at least one(1) full-time equivalent.

(b) Elementary art will be increased to at least one (1) full-time equivalent as soon as reasonably possible.

(c) 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.

(d) Elementary specials (music, band, library, etc.) will be increased by about one-half full-time equivalent during the third year of the contract (96/97).

(e) It is understood specials may be decreased/eliminated, rather than layoff of other employees, should funding be insufficient, following notification to the Association.

(f) An attempt will be made to restore the five minutes added to accommodate the busing schedule sometime during the term of the contract.

10. Additional Classes:

The Board may elect to offer an additional class to existing staff beyond their five regularly assigned classes. A teacher accepting such additional assignment will be paid an additional 20% of their salary step. The assignment will be posted in accordance with Article IX and filled from applicants available during such class period (i.e. unassigned preparation period).

11. 181st Day:

The 181st student day, commencing with the 1995/96 school year, may be scheduled, in the Superintendent's sole discretion, as a student day, teacher inservice day, non-mandatory day, etc.

BOARD OF EDUCATION

William N. Aldrich
William N. Aldrich
President

Mark R. Peters
Mark R. Peters
Secretary

ASSOCIATION

Steve Elenich
Steve Elenich
CCEA President

Kristin Schourek
Kristin Schourek
HEA President

Karen Tetzlaff
Karen Tetzlaff
HEA Secretary

Date 10-25-94

Date 10-25-94

