

**MASTER AGREEMENT**  
**BETWEEN**  
**THE HANCOCK PUBLIC SCHOOLS**  
**AND**  
**THE COPPER COUNTRY EDUCATION ASSOCIATION**  
  
**2008-2010**

TABLE OF CONTENTS

<u>Article</u>		<u>Page</u>
	Education Agreement .....	1
	Witnesseth .....	1
1	Recognition .....	1
2	Board Rights Clause .....	2
3	Association and Teacher Rights .....	2
4	Authorized Payroll Deductions .....	4
5	Teaching Hours, Class Loads, and Assignments .....	5
6	Teaching Conditions.....	7
7	Protection of Teachers.....	9
8	Teacher Evaluation and Professional Behavior.....	10
9	Employee Right to Representation and Just Cause .....	11
10	Vacancies, Promotions, Transfers and Professional Qualifications .....	12
11	Seniority .....	13
12	Staff Reduction .....	13
13	Health, Sick, Child Care, and Other Leave .....	15
14	Professional Grievance Procedure .....	22
15	Miscellaneous Provisions .....	24
16	Continuity of Operations .....	25
17	Early Retirement Program .....	25
18	Severance Payment.....	26
19	Negotiation Procedures .....	26
20	Professional Compensation .....	27

21	Insurance.....	27
22	Shared Programming; School Improvement .....	29
23	Medically Fragile Students; Communicable Diseases.....	30
24	Professional Improvement .....	30
25	Class Size .....	30
26	Duration .....	31
Schedule A (1)	Salary Index.....	32
(2)	2008-2009 Salary Schedule .....	33
(3)	2009-2010 Salary Schedule .....	34
Schedule B (1) (a)	2008-2009 Athletic Coaches .....	36
(b)	2009-2010 Athletic Coaches .....	
Schedule B (2) (a)	2008-2009 Extra Duty Fees .....	37
(b)	2009-2010 Extra Duty Fees .....	
Schedule C (1) (a)	2008-2009 Calendar.....	38
(b)	2009-2010 Calendar.....	39
Schedule D	Professional Grievance Report .....	41
Schedule E	Individualized Development Plan .....	44

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 1 RECOGNITION**

- A. This Agreement is entered into by and between the Board of Education of the Hancock Public Schools, hereinafter called the Board, and the Copper Country Education Association, hereinafter called the Association, which shall designate the Copper Country Education Association, solely in its representative capacity for the employees of the Hancock Public Schools in the bargaining unit recognized in Section B of this Article.
- B. The Board hereby recognizes the Association as the exclusive and sole bargaining agent as defined in Act 379, Public Acts of 1965, as amended, for all teaching personnel certified by the Michigan Department of Education, who are within the appropriate bargaining unit, described and defined as:  
  
All professional certified teaching personnel on tenure, probation, classroom teachers (regular and special), guidance counselors employed by the Board (whether or not assigned to a regular school building) and librarian(s) required by the District to be certified, but excluding supervisors and executive personnel, maintenance, drivers, office and clerical employees.
- C. The terms "teacher", or "employee", singular or plural, when used hereinafter in this Agreement, shall refer to all personnel represented by the Association in the bargaining unit as defined above, and references to one gender shall include the other gender.
- D. Unless the context otherwise specifically requires, the terms "Board", "Employer" and "District" all refer to the Hancock Public Schools District.

**ARTICLE 2  
BOARD RIGHTS CLAUSE**

- A. The Board on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it, or permitted, by the laws and the Constitution of the State of Michigan, and of the United States, including, but without limiting the generality of the foregoing, the right:
1. To the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees;
  2. To hire all employees and subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, or their dismissal or demotion, and to promote and transfer all such employees;
  3. To establish grades and courses of instruction, including special programs, and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the Board;
  4. To decide upon the means and methods of instruction, the selection of textbooks and other teaching materials, and the use of teaching aids of every kind and nature;
  5. To determine class schedules, hours of instruction, and the duties, responsibilities, and assignments of teachers and other employees with respect thereto, and with respect to administrative and non-teaching activities, and the terms and conditions of employment.
- B. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the constitution and laws of the State of Michigan and the Constitution and laws of the United States.

**ARTICLE 3  
ASSOCIATION AND TEACHER RIGHTS**

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

by reason of his membership in the Association, his participation in any activities of the Association or collective professional negotiations with the Board, or his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

- B. The Association and its members shall have the right to use school building facilities for meetings at such times and such facilities as will not interfere with the regular school activities or other commitments by the Board; however, prior arrangements must be made in not less than twenty-four (24) hours before the intended meeting date and approval granted by the Superintendent.
- C. Duly authorized representatives of the Association and their respective affiliates shall be permitted to transact official Association business on school property during unscheduled hours provided that this shall not interfere with or interrupt normal school operations.
- D. The Association shall have the right to use school facilities and equipment, calculating machines, and all types of audio-visual equipment at reasonable times, when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials and supplies incident to such use. Arrangements for the use of any such equipment must be made with the officials in charge of the care and custody of said equipment.
- E. The Association shall have the right to post notices of its activities and matters of Association concern on teacher bulletin boards, if such notices are signed by a representative of the Association, at least one of which shall be provided in each school building. The Association may use the district mail service and teacher mail boxes for communications to teachers. No teacher shall be prevented from wearing insignia, pins or other identification of membership in the Association either on or off school premises.
- F. The Board agrees to furnish to the Association in response to written requests from time to time all available information concerning the financial resources of the District, including but not limited to: annual financial reports and audits, register of certified personnel, budgetary requirements, allocations (including county allocation board budgets), agendas of all Board meetings, and such other information as will assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the teachers together with information which may be necessary for the Association to process any grievance or complaint. When such material is made available to the Association, any reproduction thereof shall be at the cost of the Association.
- G. The Board will inform the Association of any new or modified fiscal budgetary or tax programs, construction programs, or major revisions of educational policy, which are proposed or under consideration and the Association will be given opportunity to advise the Board with respect to said matters prior to their adoption and/or general publication.
- H. Teachers shall be entitled to full rights of citizenship and no religious or political activities of any teacher or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher. The private and personal life of

any teacher is not within the appropriate concern or attention of the Board except when it impairs the teacher's effectiveness in the classroom or position. However, the teacher shall not use his classroom to advocate his religious or political viewpoint.

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

#### **ARTICLE 4 AUTHORIZE 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 in the amount determined by the Association through its procedures as required by law.
- 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. 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.
- E. Payroll Deductions

The Board will provide services required to make voluntary payroll deductions from the salaries of employees for: 1) tax-deferred annuities/403(b)'s with one of the approved vendors being MEA FS; 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 5  
TEACHING HOURS, CLASS LOADS, AND ASSIGNMENTS**

**A. Normal Teaching Hours**

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

Elementary Teachers: 8:10 a.m. to 3:30 p.m. \*

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

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

**B. Delayed Openings**

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

**C. Normal Teaching Periods**

1. The normal weekly teaching load in the middle-senior high school will be based on a seven (7) period day as described below. The normal weekly teaching load in the elementary schools will be thirty (30) periods. Preparation periods prior to the opening of and immediately following the close of the class day are planned as part of the elementary teacher's day. Subject to the Normal Teaching Hours as provided above, and other specific terms of this Agreement, the District may set the starting time(s) for classes based upon the best judgment of the Administration as to how to best coordinate schedules between the District school(s) and other schools.
2. The normal teaching load for middle-senior high school teachers shall be five teaching periods or combinations of teaching and study hall periods, one unassigned preparation period and one professional period. The term "unassigned preparation period" shall be construed to include the use of this period for purposes other than preparation when deemed necessary in the judgment of the principal with the consent of the teacher.
3. The "professional period" shall consist of one class period per day and shall be devoted to various professional pursuits (examples of activities which fall within the professional hour would include those of department chair, North Central evaluation, school improvement, curriculum development, staff development, departmental meetings, textbook selection, consultation with parents, consultation, evaluation, tutoring, testing or other contact with students, or similar activities). Such tasks shall be mutually agreed upon by the Administration and staff member involved; goals and



objectives shall be set and a tentative time table shall be established for the accomplishment of those tasks. Such professional efforts expended in this regard may occur off school premises and at other than school time. Every effort will be made by the district to schedule travel time during professional preparation periods as opposed to the unassigned preparation period.

4. No departure from these norms, except in case of emergency, shall be authorized without prior consultation with the Association. In the event of any disagreement between the representatives of the Board and the Association as to the need and desirability of such deviation, the matter may be processed through the Professional Grievance Negotiation Procedure hereinafter set forth.
- D. All teachers shall be entitled to a duty-free uninterrupted lunch period of at least a thirty (30) minute 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 workday is adjusted accordingly.
- E. Elementary teachers, K-5, will be provided two 15-minute relief periods each day. Elementary teachers may use for preparation all time during which their classes are receiving instruction from various teaching specialists.
- F. Teachers will not be required to serve as substitutes during their contractual unassigned preparation periods. Teachers who agree to substitute during such unassigned preparation periods, at the request of the Administration, will be paid at the rate of \$20.00 per hour (rounded up to the nearest half hour). While there is no requirement that elementary classes receive instruction from teaching specialists, where instruction from a teaching specialist is scheduled, and the elementary teacher is required to teach the class due to the absence of the teaching specialist, the elementary teacher will be paid at the above rate. The administration may grant compensatory time in lieu of pay. The Administration shall keep an accurate accounting of substitute hours.
- G. Supervisory teachers of student teachers shall be tenured teachers who voluntarily accept the assignment.
- H. Bargaining unit members will not be assigned as Mentors for New Teachers without their consent. (As currently provided by laws addressing assignment of Mentors, "New Teachers" as used in this Section refers to teachers during the first three years of their employment in classroom teaching.) If a bargaining unit member is a Mentor for a New Teacher who is also a member of the bargaining unit neither the Mentor nor the New Teacher will be required to evaluate the other.
- I. All teachers shall be given written notice of their schedules for the forthcoming year by August 1. In the event that changes in such schedules are proposed, all teachers affected shall be notified promptly and consulted. In no event will changes in teachers' schedules be made later than the 15<sup>th</sup> day of August preceding the commencement of the school year, unless an emergency situation requires same, and the Association is notified with a written statement of reasons why this was considered necessary.

- J. Any assignments in addition to the normal teaching schedule during the regular school year, including 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.
- K. Building principals may be utilized to teach classes but not to reduce or layoff current staff members who are certified or qualified to teach those classes. In addition, they may not take the place of a staff member qualified/certified who is on layoff. Proposed teacher transfers due to a principal teaching a class will be on a voluntary basis.
- L. Teacher work load is the sum of student contact time, preparation time and (middle school/high school) professional period time.

Elementary teachers with student contact time up to 50% per regularly scheduled day are entitled to fifteen (15) minutes of preparation time per day. If student contact time is between 50% and 80% preparation time will be twenty (20) minutes per day. If student contact time is 80% or more per day, preparation time will be thirty (30) minutes per day.

Note: The above listed preparation time accumulations do not include preparation time due to recess and/or specials.

Middle school/high school teachers with student contact time of 1-3 periods per day will be entitled to one full preparation period. If student contact time is four (4) periods per day, preparation time will equal one and half (1.5). If student contact time is five (5) periods, preparation time will be two (2) full periods.

Study hall assignments are considered student contact time.

The above listed work loads will be used to compute salaries and benefit levels.

## ARTICLE 6 TEACHING CONDITIONS

- A. The parties recognize that the availability of optimum school facilities for both student and teachers is desirable to insure the high quality of education, that is the goal of both teacher and the Board. It is also acknowledged that the primary duty and responsibility of the teacher is to teach and that the organization of the school in the school day should be directed at insuring that the energy of the teacher is primarily utilized to this end.
- B. Because the teacher-pupil ratio is an important aspect of an effective educational program, the parties agree that class size should be lowered whenever possible and it is recommended that the following maximums not be exceeded:

- |                                    |           |
|------------------------------------|-----------|
| 1. Kindergarten                    | 24 pupils |
| 2. Developmental Kindergarten (DK) | 18 pupils |
| 3. Elementary School Grades        | 25 pupils |

Note: If DK exceeds 18 pupils, it is highly recommended that the district provide assistance to help minimize the student/teacher ratio.

4. Middle and High School:

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

1. Language	25 pupils
2. Science Laboratory	25 pupils
3. Practical Arts and Other Fine Arts	25 pupils
4. Technology (computers, business, tech ed., etc)	25 pupils

- C. The Board recognizes that appropriate text, library reference facility, maps and globes, laboratory equipment, audio-visual equipment, art supplies, athletic equipment, current periodicals, standard tests and questionnaires and similar materials are the tools of the teaching profession. Every teacher shall turn in a requisition to the Board by June 1 of each school year or by such other date as may be designated by the Superintendent of Schools. The teacher will be informed by August 1 or as soon as possible thereafter as to whether the requisition shall be approved by the Board in full, in part, or not at all. The parties will confer from time to time for the purpose of improving the selection or use of such educational materials and the Board undertakes promptly to implement all joint decisions thereupon made by its representative and the Association. The Board will continue its efforts to keep the school reasonably and properly equipped and maintained.
- D. Under no conditions shall a teacher be required to drive a school bus as part of his regular assignment.
- E. Telephone facilities shall be made available to teachers for their reasonable use. Personal long distance calls may not be charged to the school district.
- F. Adequate parking facilities shall be available to the teachers for their exclusive use whenever practicable.
- G. A teacher expecting to be absent shall notify their building principal (or designate) in adequate time to obtain a substitute, if available (normally by 7:00 a.m.). All teachers shall maintain a lesson plan book including class roster with lesson outline indicated so as to enable substitute teachers to be as effective as possible. 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 7  
PROTECTION OF TEACHERS**

- A. Since the teacher's authority and effectiveness in his classroom is undermined when students discover that there is insufficient administrative backing and support of the teacher, the Board recognizes its responsibility to continue to give administrative backing and support to its teachers, although each teacher bears the primary responsibility for maintaining proper control and discipline in the classroom and his assigned area. The teachers recognize that all disciplinary actions and methods invoked by them shall be reasonable and just. It shall be the responsibility of the teacher to report to his principal in writing the name of any student who, in the opinion of the teacher, need particular assistance from skilled personnel. The teacher shall be advised by the principal of the disposition of the teacher's report that a particular student needs such assistance.
- B. Any case of assault upon a teacher which has its inception in a school-centered problem shall be reported immediately to the Superintendent or his designated representative, and a written report promptly submitted to the proper person. In the event of such assault, the teacher involved may request assistance of the Board in such matter. These requests shall be made in writing. In the event that the assistance of the board is justified, then the Board will render all reasonable assistance to the teacher in connection with the handling of the incident by law enforcement and judicial authorities.
- C. If any teacher is complained against or sued by reason of disciplinary action taken by the teacher against a student, the Board will render reasonable assistance to the teacher in his defense. It is understood that in considering whether assistance is reasonable the Board may consider whether the action taken was in accordance with Board policy. Copies of changes in Board policy regarding teacher conduct will be provided to the Association and made available to teachers.
- D. No complaint arising from a teacher's performance within the scope of his/her professional 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 administration conducts an investigation into the merits of the complaint, which shall include an investigative conference with the involved teacher. Prior to the conference, the teacher will be advised of the nature of the complaint and the identity of the parent or pupil making the complaint and will be provided with a reasonable time to arrange for an Association representative to be present for the conference and consulted about the complaint. In the event the complaint arises in a public meeting, it shall be referred to the Administration for investigation.
  2. The teacher shall have the right to issue a written response to the administration.
  3. 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.

4. If the administration determines that the complaint is valid and is to be included in the teacher's personnel file, a meeting involving the superintendent, involved teacher, Association representative, and the teacher's immediate supervisor, shall be convened for the purpose of communicating the administrative disposition of the complaint.
- E. The determination as to whether the time lost by a teacher under this Article is to be chargeable or non-chargeable will be made by the Board given due consideration to the circumstances of the incident. The teacher shall have the right to be present and be heard at the time of making such determination in person and through representation by the Association.
- F. Teachers shall be expected to exercise reasonable care with respect to the safety of pupils and property, but shall not be individually liable, except in the case of negligence or neglect of duty, for any damage or loss to person or property.
- G. Any teacher may exclude a pupil from a class session when the grossness of the offense, the persistence of the misbehavior or the disruptive effect of the violation makes the continued presence of the student in the classroom intolerable.

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

## **ARTICLE 8 TEACHER EVALUATION AND PROFESSIONAL BEHAVIOR**

- A. Probationary teachers. The District will provide probationary teachers employed for at least one full school year with Individualized Development Plans (IDP's) developed by administrative personnel in consultation with the teacher. Such teachers will receive at least an annual year-end performance evaluation during their probationary period, based on at least two classroom observations held at least sixty days apart (unless a shorter interval between the two classroom observations is mutually agreed upon by the teacher and the Administration). The annual year-end performance evaluation will include at least an assessment of the teacher's progress in meeting the goals of their IDP.
- B. Teachers on Continuing Tenure. Teachers on continuing tenure will receive a performance evaluation at least once every three years. If they receive a less than satisfactory performance evaluation, the District will provide them with an Individualized Development Plan (IDP) developed by appropriate administrative personnel in consultation with the teacher. The performance evaluation will be based on at least two classroom observations conducted during the period covered by the evaluation and, if the teacher has an IDP, will include at least an assessment of the teacher's progress in meeting the goals of their IDP.
- C. The performance evaluation will be signed by the administrative personnel performing the evaluation and the teacher. Performance evaluations shall be completed by May 1. A copy

of the evaluation will be given to the teacher upon request. The teacher may submit their own evaluation if they do not agree with the administrative personnel evaluation. Both evaluations will be placed in the teacher's personnel file. Teachers may also confer with the Superintendent regarding their evaluations.

- D. Should areas of deficiency be observed in an evaluation(s), the Administration will work with the teacher in attempting to overcome the deficiency.
- E. The Administration will annually update the Association on the procedures and criteria (forms) used in the evaluation process.
- F. All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher. The use of eavesdropping, closed circuit television, public address, or audio systems or similar surveillance devices shall be strictly prohibited.
- G. Teachers are expected to comply with reasonable rules, regulations, and directions from time to time adopted by the Board or its representatives which are not inconsistent with the provisions of the Agreement, provided that the teacher may reasonably refuse to carry out an order which threatens physical safety or well-being.

**ARTICLE 9  
EMPLOYEE RIGHT TO  
REPRESENTATION AND JUST CAUSE**

- A. No teacher shall be disciplined without just cause. Discipline of a teacher may be grieved under the grievance procedure of this Agreement unless the disciplinary measure constitutes a demotion for appeal within the jurisdiction of the Michigan Teacher Tenure Act, MCL 38.71 et seq. Any discharge or termination of a teacher shall be governed exclusively by the applicable provisions of the Michigan Teacher Tenure Act, MCL 38.71 et seq. and shall not be subject to the grievance procedure of this Agreement.
- B. All reprimands, criticisms and evaluation conferences will be conducted in private to the extent permissible under law.
- C. Whenever a result of a reprimand or disciplinary action for any infraction of discipline or delinquency in professional performance is reduced to writing by the administrator, the findings and decision of the administrator shall be filed, in writing, in the teacher's personnel file, and a copy thereof given to the teacher. The teacher shall have the opportunity to prepare a written answer to the charges which shall be attached to and filed with the reprimand. When an Individualized Development Plan (IDP) is developed, the teacher shall meet with the administrator to develop the IDP to correct the deficiencies cited by the administrator.
- D. Teachers may at all times have a representative of the Association present, for observation purposes only, when they are being reprimanded, warned or disciplined for any infraction of rules or delinquency in professional performance. When a request for

representation is made no such meeting will take place until an Association representative is present (so long as the representative is reasonable available). Disciplinary action will usually be taken within five (5) school days following notification to the teacher that the disciplinary action is necessary.

- E. Discipline of teachers may be appealed to the grievance procedure, provided, however, that 1) as to probationary teachers, the Board may give such notices of unsatisfactory work and such other notices as may be required or permitted by the Michigan Teachers' Tenure Act during the pendency of any grievance and 2) as to teachers on tenure or continuing contracts, pending grievances shall be dismissed upon the filing of written charges under the Michigan Teachers' Tenure Act; the Tenure Act alone shall thereafter govern proceedings against the teacher.

## **ARTICLE 10 VACANCIES, PROMOTIONS, TRANSFERS AND PROFESSIONAL QUALIFICATIONS**

- A. Teacher shall not be assigned outside the scope of their teaching certificates or the qualifications established and required for the position by the Board. The Association shall be notified in the event it becomes necessary to obtain a temporary or emergency permit or certification for a teacher from the Department of Education.
- B. 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 five (5) days.
- C. 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.
- D. 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.
- E. The parties recognize that changes in grade assignments in the elementary school, 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.

## **ARTICLE 11 SENIORITY**

- A. Seniority shall be defined as the length of continuous service accumulated in the bargaining unit in the Hancock Public Schools from the teacher's most recent date of hire. The teacher's most recent date of hire shall be the date of the most recent Board meeting at which the teacher's employment was approved as recorded in the official minutes of the Board of Education. All periods when the teacher is on any unpaid leave of absence of one (1) full semester or more or on layoff shall be excluded from accumulated service but shall not constitute a break in continuous service.
- B. Seniority shall be calculated on a prorata basis, years of service being based on the ratio of employment in the school district to a full-time position. For example, an employee serving the year from September through June but only scheduled for sixty percent (60%) of a position will be credited with six-tenths (.6) year of seniority for such service.
- C. Teachers who have accrued seniority within the bargaining unit, and continue to work for the school district in a non-bargaining unit position will have their seniority frozen at the time they leave the bargaining unit position and may retain and resume accumulation of seniority if he/she returns to the bargaining unit from a Board approved period of leave of absence within two (2) years.
- D. In the event of a tie in accumulated seniority, teachers shall be ranked on the seniority list in order of the highest four-digit number determined by the last four digits of the teachers' respective social security numbers.
- E. Seniority shall be lost by a teacher upon his/her resignation, abandonment, discharge, and/or transfer to a non-bargaining unit position after expiration of leave of absence from the bargaining unit not to exceed two (2) years.
- F. The school district will prepare and post a seniority list by October 15 each year.

## **Article 12 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. It is hereby recognized that it is within the sole discretion of the Board to reduce its educational program, curriculum, and staff, and that the procedures set forth in this article shall be used in reduction of staff.
- B. The Board shall give sixty (60) calendar days notice of layoff for tenured teachers and thirty (30) calendar days notice of layoff for probationary teachers and also give the same notification to the Association.



- C. Probationary teachers shall be laid off first or when the position the tenured teacher is vacating is being eliminated altogether or where there are fully certified and fully qualified tenured teachers available to perform the duties of the position the probationary teacher is vacating.
- D. If reduction of tenured teachers becomes necessary then tenured teachers shall be laid off on the basis of seniority when the position the tenured teacher is vacating is being eliminated altogether or where a more senior tenured teacher who is fully certified and fully qualified is available to perform the duties of the position the tenured teacher is vacating.
- E. Tenured teachers shall be recalled to the next available vacancy for which the teacher is fully certified and fully qualified according to the qualifications established and required for the position by the Board, which arises within five (5) years from the effective date of the tenured teacher's layoff.
- F. Probationary teachers shall be recalled in order of seniority to the next available vacancy for which the probationary teacher is fully certified and fully qualified, according to the qualifications established and required for the position by the Board, which arises within a period from the effective date of the probationary teacher's layoff equal to the number of probationary years served in the school district. (e.g. if a probationary teacher has taught for two years, the probationary teacher will have recall rights for two years, if the probationary teacher has taught for three years, the probationary teacher will have recall rights for three years, etc.).
- G. The Board shall give written notice of recall from layoff by sending a certified letter return receipt requested to said teacher at the teacher's last known address on file with the school district. It shall be the responsibility of each teacher to notify the Board by certified mail return receipt requested of any change in address following the teacher's layoff. The teacher's address as it appears on the Board's records shall be conclusive when used in connection with layoff, recall or other notice to teacher. If the teacher fails to report to work within fifteen (15) days after the Board's notice of recall has been returned by the United States Postal Service as being undeliverable, and unless an extension is granted in writing by the Board, such teacher shall be considered to have abandoned his/her employment with the school district and is thereby terminated from all employment he/she may have had with the school district.
- H. In making involuntary assignments and transfers pursuant to a reduction in staff, 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.
- I. The provisions of this layoff and recall procedure will conform with the requirements of the Michigan Teacher Tenure Act.

**ARTICLE 13**  
**HEALTH, SICK, CHILD CARE, AND OTHER LEAVES**

**A. Medical Examinations**

1. The Employer reserves the right to require Medical Certification.
2. Medical Certification as used in this Agreement means verification by a duly licensed physician (or other medical personnel acceptable to the Employer) that he/she performed a Medical Examination of the employee (or family member) and that the employee has the medical ability to perform his/her work, or that the physician found demonstrative symptoms substantiating the employee's inability to perform his/her work or otherwise substantiating the medical opinion given. The Medical Certification need not include the physician's diagnosis but must include the need for the employee's absence from work. Any requirement in this Agreement for Medical Certification includes medical recertification(s) whenever reasonably required by the Employer. Medical Certification(s) will (unless otherwise specifically provided) be at the employee's expense.
3. Medical Examination(s) as used in this Agreement means physical and psychiatric/psychological examinations to establish or reestablish the employee's fitness, or inability, to perform his/her work.
4.
  - a. If the Employer reasonably believes that an employee is not physically and/or mentally able to perform their duties, the Employer may require the employee to undergo a Medical Examination in accordance with the provisions contained herein.
  - b. The Employer shall indicate in writing the reason(s) for requiring an examination, including the conduct of the employee that led the Employer to question whether or not the employee was physically and/or mentally able to perform their duties.
  - c. The employee shall be examined by a physician selected by the Employer and paid for by the Employer. Should the employee have a reasonable objection to the physician selected by the Employer, the Employer will select a different physician.
  - d. The physician shall provide the Employer with the physician's conclusion regarding whether the employee is able to competently and safely perform their duties. The Employer shall only be entitled to medical or psychological information directly related to the employee's ability to perform their duties.
  - e. If, as a result of this examination, the physician states that the employee cannot return to work, the employee shall have the right to be examined by their own personal physician, at the employee's expense.
  - f. If there is conflict between the opinions of the two physicians, the employee shall have the right to a third opinion. The third physician shall be selected and paid for

by the Employer, and shall be from a different facility, corporation or practice than the first Employer-selected physician. Should the employee have a reasonable objection to the physician selected by the Employer, the Employer will select a different physician.

- g. The employee shall not lose pay or sick leave for work time lost during testing.
- h. The employee shall receive a complete copy of all physician's reports or findings. In order to protect the employee's privacy rights, the employee shall determine whether or not to provide the Employer with copies of the physician's reports and findings, except for the information that is required to be provided under subsection d above.
- i. If, as a result of these provisions, an employee is placed on involuntary leave or the Employer takes other actions which the employee disputes, the employee may utilize the grievance procedures contained in this Agreement.
- j. This provision is not intended to restrict any of the Employer's or employee's legal rights pursuant to Michigan's Worker's Compensation Laws.

#### B. Partial Disability

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

#### C. Sick Leave and Allowance

- 1. The Board grants to each regular or full-time teacher, excepting those classified as substitutes or hired on a day-to-day basis, annual allowances of sick leave days subject to rules and regulations controlling the number of days, use, and accumulation of the same.
- 2. a. Ten (10) sick days will be credited to each teacher at the beginning of the school year. Teachers hired during the school year shall be credited on a pro-rated basis for the amount of time remaining in the year. Sick leave may be utilized for the following purposes:
  - (1) Personal illness or disability of the employee, including illness or disability related to pregnancy, childbirth and recovery from pregnancy and/or child birth.
  - (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 ten (10) days, depending on service time, will be allowed to accumulate to a maximum ("Maximum Accumulation") equal to the number of days of pupil instruction during the school year (Student Days as provided in the Calendar, Schedule C). A part-time employee will have unused days prior to inclusion in the accumulated account prorated according to the percentage time employed in ratio to a full-time employee in that department classification.
  - c. Definitions:
    - (1) Illness in the immediate family is defined as the employee's spouse, parent, parent of current spouse, sibling and child, and, if dependent upon the employee, grandchild and grandparent, or any relative living under the same roof and who is wholly dependent upon the employee for support.
    - (2) Death in the immediate family is defined as the father, mother, spouse, parents of the spouse, sister, brother, child, grandchild and grandparents or any relative who is wholly dependent upon the employee for support. Funeral leave of up to three (3) days (one of which must be the day of the funeral or memorial service) shall be granted, without charge to sick leave, for the purpose of attending the funeral or memorial service of a member of the employee's immediate family, and associated travel. Additional leave may be granted upon written request to the Superintendent where extensive travel is required. Further, additional leave may be granted so that employees may attend funerals of persons not covered in this section; such leave shall be charged to sick leave and such leave must be submitted in writing similar to that noted above.
  - d. When the Maximum Accumulation has been reached, sick leave time will be deducted from such Maximum Accumulation. At the beginning of the school year, following any deduction for sick leave the prior year, the number of days earned the prior year (not to exceed ten) will be added to the accumulated days so long as the combined total does not exceed the Maximum Accumulation.
3. Any teacher who is absent because of an injury or disease compensable under the Michigan Worker's Compensation Law shall receive from the Board the difference between the Worker's Compensation payment prescribed by law and his regular salary, to the extent as specified below:
- a. An employee suffering a compensable injury shall be charged ½ 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. 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. Any unused personal leave days exceeding the maximum accumulation of five (5) days will be added to the teacher's sick leave account.
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 up to ten (10) consecutive school days of absence.
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. Child Care Leave

Subject to legal requirements, a leave of absence without pay shall be granted for up to one year for the purpose of child care of the teacher's newborn or newly adopted infant child as follows:

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

F. Family and Medical Leave Act (FMLA) Leave

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

G. Meetings, Conferences or Other Activities

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

H. Jury Duty/Witness

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

I. Sabbatical Leave

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

J. Association Days

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

K. Leaves of Absence Without Pay

1. The Employer may grant employees who have met certain criteria and procedures, as outlined in this Article, a leave of absence without pay. Each request for an unpaid leave of absence will be considered on its individual merits. The application shall be submitted in accordance with the provisions of this Article. The particular circumstances surrounding each leave will be reviewed by the employer with the understanding that its decision will in no way establish a precedent. The decision of the employer as to whether such leave shall be granted is final.
2. To be eligible for an unpaid leave of absence, except military leave, as provided by law, the employee must have completed his/her probationary period.
3. Employees who are granted a leave of absence under any of the following provisions would do so with the understanding that they would be rehired upon notification of intent to return. Except for short term leaves, the Board shall not be required to return the teacher on leave to employment except at the beginning of a semester.
4. Unless otherwise indicated, the following conditions shall apply to extended unpaid leaves of absence:
  - a. Sick leave days shall not accrue, but unused sick leave days held at the start of the leave shall be reinstated upon return.
  - b. Salary increments shall not accrue.
  - c. Other fringe benefits shall not be paid (hospitalization, life insurance, etc.) except as provided in 8.c.
  - d. Time spent on an unpaid leave cannot be added to the employee's seniority.

- e. Requests for unpaid leaves shall be in writing to the Personnel Office and must have prior approval before becoming effective.
5. An employee is required to give written notification to the Personnel Office at least sixty (60) calendar days preceding the expiration date of an extended leave of his/her wish to return, to request an extension, or to resign.
  6. At the termination of a leave, if an employee does not return as indicated or as written in 5 and/or no extension is granted, the employee's removal and termination of employment becomes automatic.
  7. Short Term Leaves: When approved by the Personnel Administrator, the following short term leaves without pay may be granted:
    - a. Duty with the military reserves or National Guard when such obligations cannot be fulfilled on non-work days.
  8. Extended Leaves: The following extended leaves without pay may be granted after an application is on file and the Superintendent and the Board have approved it:
    - a. Up to one (1) year for full-time graduate study, at a university, related to the employee's teaching or in the field of education.
    - b. Up to one (1) year for caring for a member of the immediate family who is ill.
    - c. After every six (6) years of service in the Hancock school system, a teacher may elect to take one year off from the system without compensation from said system. An option may be available on the health and hospitalization insurance program at the expense of said applicant (teacher electing and granted leave). Upon returning to the system, the teacher shall be offered a position similar to the one he or she had prior to leaving the system.
    - d. Any employee who may be drafted into the Armed Forces of the United States, or who may enlist in said forces during a state of war, or who is about to be drafted and who presents proof of such circumstances to the administration and enlists in order to become placed in a preferred branch of the military services, will receive a military leave of absence subject to the following conditions:
      - (1) A teacher who received an honorable discharge from military service and who has been granted a military leave of absence under the above provisions will, upon return, be reinstated to a position in the school system. The employee will receive up to two years' credit on the salary
      - (2) schedule for the time spent while in the military, but not to exceed one term of the draft or one term of enlistment.
      - (3) Persons who receive military leave must make application for reinstatement



to the school district not later than ninety (90) days after the date of honorable discharge.

L. Sick Leave Bank

1. A sick leave bank may be established by bargaining unit members from their accumulation of unused sick days. The sick leave pool shall not exceed an accumulation of fifty (50) days. The pool shall be created by a one occasion voluntary contribution of sick days from a member's accumulated sick leave bank and shall not exceed a contribution of five (5) sick days.
2. The pool of unused sick leave days generated by this process shall be administered by a committee composed of three members of the Association and one member of Administration. The use of pool sick leave days shall be limited to major catastrophes and shall not be used for maternity leave or child care purposes unless associated with a health care problem. Sick leave pool days cannot be used for retirement purposes.
3. Upon depletion of his or her personal sick days, any bargaining unit member may make a written application to the committee to utilize sick leave pool days. Reports on the status of this sick leave pool, including the number of days remaining, will be provided to the Association upon request.

**ARTICLE 14  
PROFESSIONAL GRIEVANCE PROCEDURE**

- A. A claim by a teacher or the Association that there has been a violation, misrepresentation or misapplication of any provision of this Agreement may be processed as a grievance as hereinafter provided; however, a probationary teacher may not grieve a dismissal beyond the Board level.
- B. The grievant shall invoke the formal grievance procedure on the form set forth in annexed Schedule C, signed by the grievant and a representative of the Association, which form shall be available for the Association representative in each building. The completed grievance form shall be delivered to the principal or supervisor. If the grievance involves more than one school building, it may be filed with the superintendent or a representative designated by him. The grievance shall be filed with the grievant's building principal or supervisor within twenty (20) calendar days after the employee knew or should have known of the occurrence or non occurrence upon which the grievance is based, and shall in any event be filed within thirty (30) calendar days of such occurrence or non occurrence. In the event such principal or supervisor is not available, the written grievance may be filed with the superintendent, within such time period, for forwarding to the principal or supervisor.
- C. Within three (3) school days of receipt of the grievance, the principal or supervisor (or their designee) shall meet with the Association in an effort to resolve the grievance. The principal or supervisor (or designee) shall indicate their disposition of the grievance in writing within three (3) school days of such meeting and shall furnish a copy thereof to the Association.

- D. If the Association is not satisfied with the disposition of the grievance [or if no disposition has been made within three (3) school days of such meeting, or six (6) school days from the date of filing, whichever shall be later] the grievance shall, within five (5) school days following such disposition (or following the indicated number of days if there has been no disposition), be transmitted to the superintendent. Within five (5) school days of receipt of the appeal the superintendent (or designee) shall meet with the Association on the grievance and shall indicate their disposition of the grievance in writing within three (3) school days of such meeting, and shall furnish a copy thereof to the Association.
- E. If the Association is not satisfied with the disposition of the grievance by the Superintendent (or designee), or if no disposition has been made within three (3) school days of such meeting (or eight (8) school days from the date of filing with the Superintendent, whichever shall be later), the grievance shall be transmitted to the Board by filing a written copy thereof with the Secretary or other designee of the Board. The Board, no later than its next regular meeting or two calendar weeks, whichever shall be later, may hold a hearing on the grievance, review such grievance in executive session, or give such other consideration as it shall deem appropriate. Disposition of the grievance in writing by the Board shall be made no later than seven (7) school days thereafter. A copy of such disposition shall be furnished to the Association.
- F. 1. If the Board of Education, the aggrieved teacher and the teacher organization shall be unable to resolve any grievance, and it shall involve an alleged violation of a specific article and section of this Agreement, it may within ten (10) school days after the decision of the Board of Education, inform the Board of its intent to appeal to arbitration. Such appeal shall be in writing within twenty (20) school days of the decision by the Board and shall be delivered to the American Arbitration Association and the Board of Education within said twenty (20) school day period, and if not so delivered, the grievance shall be abandoned. If the parties are unable to agree upon an arbitrator, he shall be appointed under the rules of the American Arbitration Association.
2. The Arbitrator so selected will confer with the parties and hold hearings promptly and will issue his decision not later than thirty (30) calendar days from the date of the close of the hearing. The arbitrator's decision shall be in writing and will set forth his findings of fact, reasoning, and conclusions on the issues submitted.
3. The arbitrator shall have no power to alter, modify, add to, or subtract from the provisions of this Agreement. His authority shall be subject to, in all cases, the rights, responsibilities and authority of the parties under the Michigan General School Laws or any other national, state, county, district or local laws.
4. The decision of the arbitrator, if within the scope of his authority as above set forth, shall be final and binding.
5. The arbitrator's fees and other expenses of arbitration shall be divided equally between the parties. Each party shall bear his own expense in connection therewith.

- G. The time limits provided in this article shall be strictly observed but may be extended by written agreement of the parties. During the summer break, when school is not in session, "school days" as used in this Article shall be defined as Monday through Friday, excluding the recognized Memorial Day, Independence Day and Labor Day holidays if applicable. In the event the grievance is filed after May 15 of any year and the strict adherence to the time limits may result in hardship to any party, the parties shall use their best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.
- H. If an individual teacher has a personal complaint, which he desires to discuss with a supervisor, he is free to do so without recourse to the grievance procedure. However, no grievance shall be adjusted without prior notification to the Association and opportunity for an Association representative to be present, nor shall any adjustment of a grievance be inconsistent with the terms of this Agreement.

## **ARTICLE 15 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.
- F. The Administration and Board representatives shall meet quarterly with representatives of the HEA to discuss issues that impact the district.

**ARTICLE 16  
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 17  
EARLY RETIREMENT PROGRAM**

- A. A member of the bargaining unit who has been employed at least 10 years in the Hancock Schools, and who is eligible for and seeks retirement benefits through the Michigan Public School Employees' Retirement System, may request the following early retirement benefit.
- B. The Board shall make a one time cash payment to said retiree upon written request no later than August 14 of the year of retirement.
- C. Payment shall be as follows:
  - 1. The base rate for any such payment shall be twenty-two and one-half percent (22.5%) of the 11<sup>th</sup> (12<sup>th</sup> year) step of the BA/BS schedule when the employee is First Eligible To Retire.
  - 2. The payment will be reduced for each year the employee delays retirement after attaining eligibility. This is as follows:
    - Second Year - 75% of the amount calculated in No.1
    - Third Year - 55% of the amount calculated in No.1
    - Fourth Year - 35% of the amount calculated in No.1
    - Fifth Year - 15% of the amount calculated in No. 1
  - 3. The Board of Education must be notified of the intent to retire by June 30.
  - 4. "First Eligible To Retire", as used in this section, means Basic Retirement eligibility pursuant to the Michigan Public School Employees Retirement System (55 years of age or older with 30 years of credited service; 60 years of age or older with 10 years of credited service; 55 years of age or older with 15 years of credited service of which the last 5 consecutive years are immediately preceding the member's retirement allowance effective date), or MIP Retirement eligibility (Basic Retirement or, for members who contribute to the Member Investment Plan, any age with 30 years of credited service, or 60 years of age or older with 5 years of credited service so long as the member received credited service in each of the 5 school fiscal years immediately preceding the retirement allowance effective date).

**ARTICLE 18  
SEVERANCE PAYMENT**

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

1. Termination of employment from the district which is voluntary and or honorable will qualify the employee to receive a payment equal to the current rate for substitute teachers, not to exceed \$60 per day, for 50% of the accumulated total at time of termination.
2. Termination of employment which includes retirement under provisions of the Michigan Public School Employee's Retirement System will qualify the employee to receive a payment equal to the current rate for substitute teachers, not to exceed \$65 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 19  
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 20  
PROFESSIONAL COMPENSATION**

- A. Teachers may voluntarily agree to cover study halls during their unassigned preparation period – see Schedule B for payment amount.
- B. The District may offer an additional class to existing staff beyond their five normal teaching periods. A teacher accepting such additional teaching assignment will be paid an additional twenty (20%) percent of their salary step. The assignment will be posted in accordance with the Vacancies, Promotions, Transfers and Professional Qualifications Article and will be filled from qualified applicants available during such class period (i.e., unassigned preparation period).
- C. Compensation for extra duties to be performed by the members of the teachers herein set forth in Schedule B attached hereto and made a part hereof. It is further mutually agreed that all assignments of said extra duties shall be put on a strictly voluntary basis so far as the individual teachers are concerned. The Board will make no assignments of the said extra duties to any teacher in the system without said teacher’s first consent and agreement obtained. It is further mutually agreed that vacant assignments will be posted for consideration of interested staff members for which application may be made and his or her qualifications enabling him or her to perform the activity are evaluated and approved prior to a recommendation and/or appointment. The extra duty in the field of music and counseling is directly related and an integral part of one’s basic responsibility as a teacher and the teacher shall perform this activity for the children of the district for the additional compensation listed. It is further mutually agreed and understood that the Board may, if it deems necessary, withdraw from further consideration and use any and all such duty assignments as it shall in its discretion deem necessary.
- D. A teacher’s daily rate shall be determined by dividing his contractual salary by 190 but shall not include extra duty assignment fees as part of the salary for division purposes.

**ARTICLE 21  
INSURANCE**

- A. The following insurance plans are offered to eligible employees subject to the rules and regulations of the insurance carriers.
- B. Bargaining unit members with a workload of less than 50% shall not be eligible for medical benefits. Members with a workload equal to 50% but less than 80% shall be eligible for prorated PLAN A medical benefits or PLAN B and “in lieu of payments”. Members with a workload of 80% or more shall be entitled to PLAN A or B as listed below.

1

PLAN A

-----  
MESSA CHOICES II \$100/\$200 deductible, \$10/\$20 RX, \$10 office visit rider

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

-----  
Vision VSP-3 Plus

-----  
Negotiated Life                      \$15,000 AD&D  
-----

PLAN B  
-----

Eligible employees electing Plan B, pursuant to the Employer's IRS qualified Section 125 Plan, including the option to receive up to the normal single subscriber Choices II rate or \$552.00, whichever is greater (such rate being the rate that would be charged to the Employer were it not under a PAK), in cash, which may, to the extent permitted by such Plan, be used to purchase additional MESSA optional benefits or annuities acceptable to the Board.

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

-----  
Vision    VSP-3 Plus  
-----

Negotiated Life                              \$20,000 AD&D  
-----

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

D. 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.

E. 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.

- F. 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 22 SHARE 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. Prerequisites in the host district for student enrollment in a class shall also be a prerequisite for students enrolling in the class from the itinerant district.
- G. 1. The Board, administration, teachers and Association recognize the necessity of maintaining ongoing district - wide school improvement plans and the importance of continued recognition of quality educational services as a fundamental priority and shared goal of the parties. The Association will encourage teachers to serve on effective schools and similar committees.



2. The Board recognizes that the terms and conditions of the collective bargaining agreement will govern with respect to wages, hours and other conditions of employment and that those terms shall not be altered or modified through the school improvement process, absent written mutual agreement and ratification by the parties.
3. To the extent any proposed element of the district's school improvement plan conflicts with the terms of the master agreement, the identified provisions will be subject to re-negotiations by mutual agreement. Any amendments to the agreement will be subject to ratification by the parties.

**ARTICLE 23  
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 in-service instruction in hygienic practices and management to members coming into contact with students having such communicable diseases.

**ARTICLE 24  
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 25  
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 26  
DURATION**

- A. This Agreement shall be effective as of September 1, 2008, and shall continue in effect through the 31<sup>st</sup> day of August, 2010.
- 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

ASSOCIATION

-----  
Dale Kero, President

-----  
Stephen Smith, HEA President

-----  
Lisa Almquist, Secretary

-----  
Vicky Vichich, HEA Secretary

-----  
Date

-----  
Kris Schourek  
CCEA President

SCHEDULE A - (1) SALARY INDEX

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

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

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

Schedule A (2) 2008-2009  
SALARY SCHEDULE

Full steps paid to employee with retroactive payment to the beginning of the 2008-2009 school year.

- (b) Steps are based on full years of continuous service within the bargaining unit, plus service credit, as of September 1, 2000 for the first semester, and as of the start of the 2001 spring semester for the second semester.
- (c) Service credit may be granted, at the direction of the District, for years of teaching experience in districts other than Hancock.

2008-2009 zero (0) percent increase Schedules A & B, steps retroactive to 9/1/08 .

2009-2010 Increase for Schedule A & B based on table below – steps

2009-2010 wage increase is based on a 2008-2009 HEA voluntary severance package (VSP) offered as of February 5, 2009 and expiring on May 15, 2009.

<b># of HEA members accepting VSP</b>	<b>% of wage increase</b>
0-2	0.0%
3-4	0.5%
5	0.75%
6	1.0%
7	1.5%

- (b) Credit may be granted, at the discretion of the District, for years of experience in Districts other than Hancock.
- (c) Additional experience credit of 1 step on the varsity level may be granted for every two years of Hancock Public Schools experience as an assistant coach in the same activity.
- (d) Steps are based on years of continuous experience in the position with Hancock, plus experience credit, as of:
  - 1. September 1, 2000 for the 2000/2001 school year
  - 2. September 1, 2001 for the 2001/2002 school year
  - 3. September 1, 2002 for the 2002/2003 school year
- (e) For post-season playoff or tournament participation:
  - 1. For basketball, hockey, track, cross-country, skiing, swimming, forensics and/or similar non-athletic programs of competition that have a regional contest/meet in the Upper Peninsula of Michigan, no additional compensation will be paid. If the team or group is selected for additional competition, however, \$169/week will be paid for those weeks involving actual competition (a week in which one or more contests or meets occurs).
  - 2. Coaches involved in the varsity football program whose season is extended beyond the regular schedules due to participation in the playoffs (selected by State rankings) will be paid \$169 for each week that actual competition occurs (a week in which their team participates in a playoff contest).
- (f) The District will determine how many coaches continue in the program and receive additional compensation.

A. 2008-2009 & 2009-2010 School Calendars

B. Make-up Days:

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

C. Professional Days:

It is the intention of the parties that the professional staff be treated as professionals with regard to utilization of teacher records days and teacher in-service days. Attendance is mandatory for teacher professional development days as required by law/teachers are required to attend professional development day/hours that are scheduled. If approved by the principal, a teacher may elect to substitute an alternative professional development day/plan in place of what is being offered. Records days are optional.

D. Subsequent Year Calendars:

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

	<u>Student Days</u>	<u>Teacher Days</u>
2005-2006 & 2006-2007 2007-2008	180	182* (at least five professional development days, including half days)
2008-2009 2009-2010	179	

\*(plus teacher records days)

**SCHEDULE D**  
**PROFESSIONAL GRIEVANCE REPORT**

GRIEVANCE REPORT FORM

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

Distribution of Form

GRIEVANCE REPORT

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

Submit to Principal in Duplicate

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.

Dispositions by Principal -----  
-----  
-----

-----  
Signature Date

Disposition 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

**SCHEDULE E**  
**INDIVIDUALIZED DEVELOPMENT PLAN**

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

(a) **SUBJECT MATTER CONTENT**

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

(b) **MANAGEMENT**

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

(c) **RELATIONSHIPS**

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

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

## LETTER OF UNDERSTANDING

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

It is hereby mutually understood and agreed:

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

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

2. In addition to the regular contract compensation, a teacher assigned a teleinstructional teaching assignment will receive a stipend of \$500 per semester for up to four semesters. For purposes of this section semesters prior to the first semester of the 1997/98 school year will not be counted as one of the four semesters.
3. 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.
4. Public School Academies:  
The District will provide notice to the Association of any contract, correspondence or inquiry received by the District regarding a public school academy application affecting the District.
5. The association and the district will work together to help teachers meet the "Highly Qualified" Guidelines required by the Elementary and Secondary Education Act (No Child Left Behind). Portfolio's and other methods will be utilized to meet this objective re: NCLB. Teachers will work with the Superintendent to help satisfy NCLB requirements.
6. Class size for Language, Science Lab, Practical Arts and other fine arts may deviate from the number/size as listed on Page 8 Article 6, B3 for the 2004-2005 school year only.
7. The HEA and the Board of Education agree to set up a committee made up of teachers and administrators to study the implementation of a schedule which would have teachers teaching 6 classes in a 7 period day. The committee will meet during the 2008-2009 and 2009-2010 school years.
8. This Letter of Understanding incorporates all current Letters of Understanding and Letters of Agreement between the parties; any prior Letters of Understanding and Letters of Agreement not incorporated in this Letter of Understanding are hereby terminated.

BOARD OF EDUCATION

-----  
Dale Kero  
President

-----  
Lisa Almquist  
Secretary

-----  
Date

ASSOCIATION

-----  
Stephen Smith  
HEA President

-----  
Vicky Vichich  
HEA Secretary

-----  
Kris Schourek, CCEA President