MASTER AGREEMENT

BETWEEN

THE HANCOCK PUBLIC SCHOOLS

AND

THE HANCOCK EDUCATION ASSOCIATION
COPPER COUNTRY EDUCATION ASSOCIATION

July 1, 2025 to June 30, 2027

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Agreement is entered into, for the term provided in the Duration Article, by and between the Board of Education of the Hancock Public Schools of Hancock, Michigan, hereinafter called the "Board", and the Hancock Education Association, 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 Hancock Education Association, 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 and non-certified enrolled in a certification program while employed by the Michigan Department of Education, who are within the appropriate bargaining unit, described and defined as:

All professional certified and non-certified enrolled in a certification program while employed 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, substitutes, temporary employees, maintenance, drivers, office and clerical employees.

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

C. 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:

The Hancock Public Schools is a general powers school district in accordance with Public Act 289 of 1995, Public Act 451 of 1976, M.C.L. 380.11a, as amended.

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 and email, 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, teacher mailboxes and email 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 public 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 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. A teacher shall not use his classroom to advocate his religious or political viewpoint.

I. If any question of breach of professional ethics is involved, the Association shall be notified.

J. No later than 30 days after the Board hires an employee, the Board shall provide the employment and contact information of the employee to the Association. Every 90 days, the Board may provide to the Association the employment and contact information of the employees represented by the Association. The employment and contact information must include all of the following for each employee:

a. First, middle and last Name.
b. Address of primary work location.
c. Home address. However, if the public employee's address is a confidential address, the public employer shall not provide the home address of the public employee and shall instead provide the public employee's designated address. As used in this subdivision:
(i) "Confidential address" means that term as defined in section 3 of the address confidentiality program act, 2020 PA 301, MCL 780.853.
(ii) "Designated address" means that term as defined in section 3 of the address confidentiality program act, 2020 PA 031, MCL 780.83.
d. Personal telephone number.
e. Personal email address, if provided.
f. Work email address
g. Date of hire
h. Full-time or part-time employment status.
i. Wage

1. The above-listed information shall be provided via email in an attached Excel template format provided by the Association.

K. Designated Association Representatives shall be given, via e-mail and attached excel document, the same information detailed in Section J above within ten (10) business days of any new hires of bargaining unit members that occur throughout the year.

L. Termination of employment, by any bargaining unit member shall be reported to the Designated Association Representatives, including the termination date, via e-mail no later than ten (10) business days after the member's last day of employment.

M. Notification of any bargaining unit member placed on layoff or leave of absence (paid or unpaid) shall be reported to the Designated Association Representatives via e-mail no later than ten (10) business days after the first day of leave.

ARTICLE 4
AUTHORIZE PAYROLL DEDUCTIONS

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 Financial Services, Ameriprise Financial, ASPire Financial Services, Horace Mann Insurance Company, PFS Investments (Primerica) and Thrivent Financial.

2. automatic payroll savings with local banks, savings associations and local credit unions;

3. medical insurance premiums;

4. MESSA options

    a. Group Short-Term Disability Income Insurance,
    b. Group Long-Term Disability Income Insurance,
    c. Group Supplemental Term Life Insurance,
    d. Group Survivor Income Insurance,
    e. 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

A teacher's hours in the Hancock Schools shall be as follows:

Elementary Teachers:	8:00 a.m. to 3:35 p.m.
High/Middle School Teachers:	8:00 a.m. to 3:35 p.m.

It is understood that High/Middle School teachers will be in the hallways while students are still in the building, until 3:35 p.m.

During teacher's record day, teachers will not be required to be in attendance in their building

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, two hours 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 school will be the above listed hours less the relief and preparation time as described in Article 5 E. 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 six teaching periods and one unassigned preparation 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. Teachers will have access to their classroom during their prep. Teachers will have a student free classroom during their prep unless the teacher chooses to allow student access for various reasons of the teachers own choosing.

3. No less than 12 days per month, the contract time of 8:00 AM - 8:25 AM for the middle-senior high school teachers and 3:10 PM - 3:35 PM for the elementary teachers, will be reserved for unassigned preparation time. The administration will retain the right to schedule up to 6 days per month of assigned programming for the teaching staff during these contractual times. The administration will try to use this time for things that need dialogue and interaction with staff. If a meeting is just to pass information on to the staff, then that portion of the meeting will be done instead through an email or handout in the teacher's mailbox.

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. During any Professional Development days, all teachers shall be entitled to a duty-free uninterrupted lunch period of at least a sixty (60) minute duration.

E. Elementary teachers, K-5, will be provided preparation time equal to MS and HS teachers, not including before and after school. Elementary teachers may use for

preparation all time during which their classes are receiving instruction from various teaching specialists. Teachers will have access to their classroom during their prep. Teachers will have a student free classroom during their prep unless the teacher chooses to allow student access for various reasons of the teachers own choosing

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 $35.00 per hour (rounded up to the nearest half hour) or an equivalent amount of compensatory time. It will be the teacher's choice if they want hourly pay or compensatory time. Requisite substitute lesson plans should be followed by the teacher agreeing to the compensatory time. 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.

Compensatory time earned shall not be used for the first and last days of the school year; or during scheduled examination periods or parent-teacher conferences. The Administration in conjunction with the teacher shall keep an accurate accounting of substitute/compensatory hours. Elementary teachers will not be required to serve recess duty during their contractual unassigned recess periods. Teachers who agree to serve recess duty at the request of administration will be paid at the rate of $35.00 per hour (rounded up to the nearest half hour).

1. Teacher may use no more than two compensatory days in conjunction with personal days; official holiday breaks; and/or other District recognized breaks.

2. Use of Compensatory time should be requested at minimum 5 school days in advance for approval, unless otherwise approved by the administrator.

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.) Mentor teachers will receive $250 for their service as a mentor teacher for an academic year.

I. All overloads shall be posted in all three buildings.

J. Teacher workload is the sum of student contact time and preparation 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 1-2 periods per day will be entitled to one half prorated preparation period. If student contact time is three (3) or four (4) periods per day, preparation time will equal one period. Study hall assignments are considered student contact time. The ratio of number of periods taught divided by six will be used to compute salaries and benefit levels for less than full time staff.

ARTICLE 6
TEACHING CONDITIONS

A. The parties recognize that the availability of optimum school facilities for both student and teachers is desirable to ensure 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 pupil-teacher 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	22 pupils
2.	Young Fives	16 pupils
3.	Elementary 1st-2nd grades	22 pupils
	3rd-5th grades	25 pupils

Note: In the event that class size exceeds these limits for 5 school days or longer, a committee composed of two administrators and two persons from the Association, one of whom will be a teacher of the class involved, will meet to discuss the situation. Among the solutions considered will be providing an aide. The committee shall present to the Board of Education on or before its next regularly scheduled meeting its recommendation to address the situation.

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, computers, 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 15 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 practical.

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. Multi-level shall be defined as a K-5 combined classroom where two (2) separate grade levels with two (2) separate curricula are taught by the same teacher in the same classroom. K-5 multi-level teachers shall receive additional compensation of $4,500 per entire year and pro-rated for duration greater than one month but less than one year. No multi-level class shall be overloaded.

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 at school or a school-related activity 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 in defense of the teacher. 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.

5. If anything is put in the teachers personnel file related to the complaint, the teacher shall have the right to attach a written response.

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.

H. By mutual consent, Board Policy 5421 (Grading) and Board Policy 5517 (Anti-Harassment) are part of the Collective Bargaining agreement.

ARTICLE 8
TEACHER EVALUATIONS AND PROFESSIONAL BEHAVIOR

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.

A. The Board and the Association agree that the primary purpose of the evaluation is the improvement of instruction and is recognized as an administrative function. The Board reserves the right to delegate this responsibility to such members of its administrative staff as it deems appropriate. Beginning with the 2024-25 school year the negotiated performance evaluation system shall include a rigorous, transparent, and fair performance evaluation system that includes:

1. specific performance goals identified by the teacher in conjunction with their supervisor to improve their effectiveness in the upcoming school year.
2. an evaluation of the teacher's job performance with timely and constructive feedback.
3. clear approaches to measuring student growth with relevant data on student growth.
4. multiple rating categories that take into account student growth and assessment data that have been negotiated with the Association.
5. the use of student growth and assessment data as 20% of the year-end evaluation determination.
    a. The student growth and assessment data should consist of measurable, annual academic goals set for all students that utilize available data as determined annually by the grade-level/department level teachers and administration.
    b. The teacher, with building administrator approval, may be allowed to eliminate data attributable to students who have excessive absences (less than 85% attendance or 28 or more days out of the classroom in a year), are partial year transfers into/out of the teacher's classroom, or who have other anomalous circumstances that warrant eliminating that data.
    c. That data used in this section should be attributable to the actual teaching responsibilities of the individual teacher.

6. a year-end evaluation form that utilizes other objective criteria for 80% of the year-end evaluation determination.

B. Process: The negotiated Performance Evaluation system, "Post-observation Feedback Form", "Year-End Evaluation Reporting Form", "Mid-Year Progress Report", and "Individual Development Plan (IDP) Form" are attached and included in this Agreement in Appendix A. The evaluation model will be the mutually agreed upon Danielson Framework and Evaluation System, or one of the officially approved MDE Evaluation Systems, between the Board of Education and the Association.

1. Classroom observations that are intended to assist in the year-end performance evaluation for teachers should be conducted as follows:
   a. The teacher shall be notified prior to the start of the evaluation process each year who the administrator will be that conducts their year-end evaluation.
   b. The classroom observations used in the year-end evaluation should include a review of the teacher's lesson plan for the day of the observation and the state curriculum standard being used in the lesson.
   c. The observation should include a review of pupil engagement in the lesson that is observed.
   d. In order to ensure 1.b and 1.c above, the classroom observation should be no less than thirty (30) consecutive minutes.
   e. There should be notice of each planned observation and date given to the teacher at least two (2) school days prior to the observation. Upon such notice, the teacher will provide information relative to 1.b and 1.c before the classroom observation occurs.
   f. Feedback on both 1.b and 1.c may be discussed during the post-observation meeting between the administrator conducting the observation and the teacher.
   The post-observation meeting should be held no later than ten (10) calendar days after the observation occurred unless anomalous circumstances require additional time. At the post-observation meeting, the teacher may be provided written feedback on that observation on the "Post-observation feedback form".
   g. There should be at least 2 classroom observations of a teacher in each school year the teacher is evaluated that are conducted at least 30 calendar days apart. The first observation may not occur within the first month of the start of the school year. The last observation may not occur within the last month of the school year. For the purpose of this paragraph a month is defined as 30 actual days.

2. Beginning July 1, 2025, the annual performance evaluation system will assign a year- end rating of "effective", "developing" or "needing support"

   a. The year-end evaluation determination and form should be delivered at a meeting with the observing administrator and the teacher no later than May 15 of each year.

3. Teachers who have their evaluation results vacated through the grievance procedure, or are otherwise not evaluated due to extenuating circumstances

the teacher and district deems applicable for exempting a teacher from the annual evaluation process, may not be provided an evaluation for that year. Said teachers may receive the same rating they received in the prior year for the current year if it was conducted by the district, unless the prior year rating was "needing support", in which case the teacher will be rated as "developing."

4. If a tenured teacher has been rated "effective" for three (3) consecutive year-end evaluations, they may be evaluated every second (biennially) or third year (triennially) thereafter. If the subsequent year-end rating is not "effective" on an evaluation following the second or third year, the teacher should be evaluated annually until receiving an "effective" rating for an additional three (3) consecutive years.

5. In addition to the above procedures (Sections B. 1-4), teachers who are evaluated with an IDP "needing support" or "developing" rating thereafter, may be provided the following:

   a. specific performance goals that may be used to assist in improving effectiveness for the next school year developed in consultation with the teacher.
   b. training may be provided by the district to assist the teacher in meeting the goals of the IDP.
   c. a "Mid-year Progress Report", supported with at least one (1) classroom observation conducted consistent with Section B.1 above and completed no later than February 15, that is used as a supplemental tool to gauge a teacher's improvement from the preceding school year and to assist in any needed additional improvement that is aligned with the existing IDP.
   d. a Mentor teacher may be provided.

6. All teachers have the right to submit a rebuttal to their evaluation which will be included in their personnel file and attached to the year-end evaluation.

C. <u>Teachers on Continuing Tenure:</u>

1. If a tenured teacher has received a needing-support rating on a year-end performance evaluation the District may provide the teacher with an individualized development plan (IDP) developed by appropriate administrative personnel in consultation with the individual teacher. The IDP should require the teacher to make progress toward individual progress goals within a specific time period, not to exceed 180 days. The year-end performance evaluation should be based on multiple classroom observations conducted during the period covered by the evaluation and should include, in addition to the factors required under Section 1249 of the revised school code, 1976 PA 451, MCL 380.1249 and this Article, at least an assessment of the teacher's progress in meeting the goals of the teacher's IDP. The District shall determine the format and number of the classroom observations in consultation with teachers and school administrators.

2. A tenured teacher who is rated as "needing support" may have the following due process rights to challenge said rating:

a. The teacher may request a review meeting of the evaluation and the rating to the district's superintendent. Such a request should be made in writing within 20 calendar days after the teacher is informed of the rating and a meeting with the superintendent should be held no later than ten (10) calendar days after receipt of the request for review. A written response to the review meeting with any modifications of the year-end performance rating may be provided to the teacher within thirty (30) calendar days after the meeting.

b. Teachers may request a review meeting of the evaluation to the board of education. The board of education as used here, means a committee of the board or the board's designee. Within twenty-five (25) days of receipt of the grievance, the board may render a decision. The teacher may be entitled to a hearing with the board at this level.

c. If the board of education response does not resolve the matter, the teacher or the Association may request mediation through the Michigan Employment Relations Commission and provide a copy of that request to the administration.

   i. The request should be submitted in writing within thirty (20) calendar days after the teacher receives the written response from the superintendent.

   ii. Within fifteen (15) calendar days of receipt of the request for mediation, the district may provide a written response to the teacher and the association confirming the mediation will be scheduled as appropriate.

D. Training on evaluation system, tools, and reporting forms:

1. Prior to the start of the evaluation process, each school year the district may provide, during contractually scheduled Professional Development time, training to all teachers on the evaluation system, reporting forms and other important components of the year-end evaluation process and how each reporting form is used during the process.

E. The board will not use electronic methods, such as video or audio transmissions, whether live or recorded, of observing or evaluating a teacher's performance.

F. Probationary teachers who may not be awarded tenure may follow the grievance procedure through the third step with the decision of the Board being binding.

G. Any information regarding a teacher furnished to the Administration by a parent, student, or other person, will not be used in directly evaluating the teacher's performance, unless supported by a thorough investigation.

H. When a teacher is evaluated by more than one administrator in the school district because of assignment in more than one building, the Superintendent may review the evaluations by each administrator prior to any communication of a recommendation for continuation or termination of employment being made to the teacher or Board. The Superintendent may communicate that recommendation to the teacher.

I. Extra Duty evaluations shall be separate and distinct from a teacher's classroom evaluation.

J. Evaluations of a teacher should include an evaluation by a district administrator whom, not later than September 1, 2024 and every 3 years thereafter, completes a rater reliability training provided by the District that complies with PA 224 of 2023, MCL 380.1249.

ARTICLE 9
EMPLOYEE RIGHT TO REPRESENTATION

Teachers may at all times have a representative of the Association present, during any meeting with administration, for observation purposes only, if a request for representation is made no such meeting will take place until an Association representative is present (so long as the representative is reasonably available).

ARTICLE 10
PROFESSIONAL QUALIFICATIONS

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.

ARTICLE 11
VACANCIES AND TRANSFERS

A. Definition of "Vacancy":
The Board has the sole discretion to determine: (1) whether a vacancy exists and (2) the certification area and position in which a vacancy exists. (HPS policy 3131 update) Any vacancy that occurs after the beginning of the school year shall be posted as a Vacancy and remain posted until filled. If the position is to continue beyond the initial school year, it shall be posted and filled in accordance with the provisions for filling vacancies outlined below.

B. Notification (Posting) of Vacancies and Application:
Vacancies occurring within the bargaining unit, including newly created positions, shall be provided via e-mail to each bargaining unit employee with a copy of such posting to the Association. Positions as described above shall be posted at least ten (10) business days prior to being filled. Bargaining unit employees may apply for such positions by submitting an e-mail of interest to the Superintendent's Office. Said positions shall be filled in accordance with the procedure outlined in Section C below.

Summer Months:
During the summer months when regular school is not in session, the Employer will send via work email, to all bargaining unit employees who provide one, all vacancies as above described and shall also forward, at the same time, copies of said vacancies to all bargaining unit employees known by the Employer to be certified for the position (if certification is required) and the Association President. Positions so posted shall remain posted at least ten (10) business days prior to being filled. Application may be made in the same manner as described above. Likewise, these positions shall be filled on the same basis.

C. Awarding of Vacancies:
A teacher is eligible for a vacant position if the teacher is certified and qualified to fill the position as determined and defined by the District's respective job description. It is the teacher's responsibility to maintain certification and to provide documentation of the certification and qualification status to the District.
The awarding will be based on the effectiveness of eligible teachers who are certified and qualified for the vacant position. Teachers with the highest effectiveness scores will be considered first.
A teacher who was rated as "minimally effective" or "ineffective" prior to July 1, 2024 or "needing support" or "developing" after July 1, 2024 shall not be awarded a vacancy over a teacher who was rated "effective" or "highly effective" (prior to July 1, 2024).
Length of service or tenure status shall not be a factor in considering the effectiveness of each teacher. However, if the awarding of a vacancy involves two (2) or more teachers and all other effectiveness factors distinguishing those teachers from each other are equal, then the length of service or tenure status may be considered as a tie-breaker.

D. Definition of "Transfer":
A "transfer" shall be defined as either a bargaining unit employee's voluntary or involuntary change in (1) position or assignment to another position or assignment within the bargaining unit, (2) building assignment, (3) grade level(s), (4) subject area(s) included in an assignment, (5) a non-classroom assignment such as librarian, guidance counselor, itinerant personnel, etc., or (6) Special Education assignment such as learning disability, emotionally impaired, etc. Transfer awarding of vacancies shall be first governed by the language in Article 11, paragraph C, pertaining to vacancies. Other transfers will be governed by this Section.

E. Voluntary & Involuntary Transfers:
A request for a transfer to a vacant position may be made at any time in writing to the Superintendent's Office with a copy to the Association President. The request shall specify the school, grade, and subject/position sought. Subject to possessing adequate certification, a request for voluntary transfer may be granted unless the granting is inconsistent with the contract language pertaining to the filling of vacancies. The Employer shall acknowledge receipt of the request for transfer within ten (10) working days. No bargaining unit employee shall be discriminated against because of a request to transfer. Vacancies caused by a voluntary transfer shall be posted unless that vacated position is eliminated.

Decisions involving the assignment and transfer of teachers as well as decisions involving the filling of vacant teaching positions with on-staff teachers are delegated to the Superintendent.

A. These decisions will be premised on staffing the established curriculum with the most effective teachers who are certified and qualified to instruct the courses within the established curriculum, grades and departments.

B. All teachers must be properly certified (or otherwise approved or authorized) for all aspects of their assignment.

C. Teacher placement decisions shall also be made on the basis of a teacher's qualifications, which shall be determined by the following standards:

1. Assessment of the extent of a teacher's professional training and academic preparation are relevant to an instructional assignment and are predictive of the teacher's effectiveness in that assignment.

2. Assessment of the extent to which a teacher's prior teaching experience is relevant to an instructional assignment and is predictive of the teacher's effectiveness in that assignment.

ARTICLE 12
SENIORITY AND REDUCTION IN PERSONNEL

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 prorate 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. No later than November 30 of any school year, the Board shall develop an accurate seniority list based on the district's employees, including both active employees and employees on full or partial layoff, according to their length of service in the district, with accurate recognition of 'Longevity' years of service (if different) - pursuant to the Schedule B Salary Schedule Criteria.

G. A seniority list shall be posted in each building. A copy of such list shall be provided to the Association. Within 10 working days of such posting, any employee disputing the accuracy of the list shall notify the Superintendent's office and the Association in writing. If no written notice is given, the accuracy of the list shall be deemed correct.

H. An assignment, which starts after the first day of school, shall count as a fractional year of service (days worked divided by 180 multiplied by FTE).

I. All bargaining unit part-time employees shall accrue seniority on a pro-rated basis.

J. Seniority shall not accrue, nor be lost during an approved leave of absence but shall be frozen; except for military leaves, which will accrue seniority up to two years.

K. Definitions:

a. Certification – Adequately certified shall be defined as holding the required certificates, endorsements, licenses, and/or approvals required by law to serve in the position assigned. Further, it is the teacher's responsibility to file such certificates, endorsements, licenses, with the Board. The certification status of a teacher on file with the district shall be considered conclusive for all purposes under this Agreement.

The teacher shall provide written notice to the Board and Association of any change to their certificates, endorsements, or licenses after the original filing of same with the district. This shall include notice of any additional endorsements, certificates, or renewals, as well as expirations, revocations, and any limitations thereon.

b. Qualification – Teachers shall be considered qualified for positions for which they possess the appropriate adequate certification.

A teacher refusing an offer of recall to a position for which the teacher is adequately certified and most qualified and which is equivalent to the one from which he/she was laid off shall be deemed a voluntary quit and shall result in forfeiture of the further right of recall.

L. Teachers laid off shall have insurance benefits continued and paid by the Board in accordance with the provisions in Article 20—Insurance Protection until the end of the following month of the notice of layoff. After that, a laid-off teacher may continue their insurance benefits in accordance with the Carrier's layoff/benefit continuation policy, inclusive of paying the subscriber group rate premium for the Consolidated Omnibus Reconciliation Act of 1985 (COBRA).

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 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 employees 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 and/or pending adoption, childbirth and recovery from pregnancy and/or child birth.

2. Illness in the immediate family.

3. Any health care or disability related appointment for an employee or immediate family.

4. 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.

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.

e. At the end of the school year, if an employee has reached the maximum of 180 accumulated sick days allowable in this article, the Board shall pay $55.00 per day for any unused sick days over 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. A teacher absent from work because of mumps, scarlet fever, measles, chicken pox, whooping cough, or other communicable disease requiring quarantining shall suffer no diminution of compensation and shall not be charged with sick leave up to ten (10) consecutive school days of absence.

9. 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. Personal Leave

Beginning every school year, each teacher shall be credited with three (3) days to be used for the teacher's personal business. 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 seven (7) days and may be used as stated above. Any unused personal leave days exceeding the maximum accumulation of seven (7) days will be added to the teacher's sick leave account.

E. Bereavement Leave

Funeral leave of up to five (5) days (one of which must be the day of the funeral or memorial service) burial leave is included in this part of the bereavement time, 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 extensive travel is required. 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.

F. 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.

G. 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 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 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.

H. 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.

I. 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.

J. 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.

K. Sabbatical Leave

Sabbatical leave may be granted by the Board in accordance with State laws. Upon return from such leave, provided a job is available for which the teacher is qualified, such Teacher shall be placed at the same position on the salary schedule as when they left.

L. 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.

M. 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. Except for short term leaves, a teacher on leave 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.

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.

f. Upon return from such leave, provided a job is available for which the teacher is qualified, such Teacher shall be placed at the same position on the salary schedule as when they left. This section shall apply to all extended leaves except FMLA Leave and Military Leave.

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). Reinstatement shall be to a position for which the employee is certified and qualified.

d. Any employee who may be drafted into the Armed Forces of the United States, or who may enlist in said forces during a state of war, or who is about to be drafted and who presents proof of such circumstances to the administration and enlists in order to become placed in a preferred branch of the military services, will receive a military leave of absence subject to the following conditions:

1. A teacher who received an honorable discharge from military service and who has been granted a military leave of absence under the above provisions will, upon return, be reinstated to a position in the school system. The employee will receive up to two years' credit on the salary schedule for the time spent while in the military, but not to exceed one term of the draft or one term of enlistment.

2. Persons who receive military leave must make application for reinstatement to the school district not later than ninety (90) days after the date of honorable discharge.

N. 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 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 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 nonoccurrence upon which the grievance is based, and shall in any event be filed within thirty (30) calendar days of such occurrence or nonoccurrence. 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.

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. The printed contracts will be distributed to the Association members within 30 days of the date of ratification of 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 shall be subject to and consistent with the terms and conditions of this Agreement and any individual contract shall be expressly made subject to and consistent with the terms of this agreement to be executed by the parties. If an individual contract contains any language inconsistent with this Agreement, this Agreement 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 Education 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.

The Administration and at least one (1) Board of Education member shall meet quarterly with building representatives and/or members of the HEA to discuss issues that impact the district. To the extent permitted by Law, the Association shall be entitled to enter into discussions and to provide data, information and input related to determining teacher and student issues including but not limited to curriculum and student discipline.

An emergency financial manager appointed under the Local Financial Stability and Choice Act, MCL 141.541 et seq. may reject, modify, or terminate this Agreement as provided by law.

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
RETIREMENT PROGRAM

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 retirement benefit.

A. The Board shall make a one-time cash payment to said retiree upon written request. Written request must be submitted no later than May 15 of the year prior to retirement for the upcoming school year.

B. Payment shall be as follows:

1. The base rate for any such payment shall be twenty-five percent (25%) of the 11th (12th year) step of the BA/BS schedule when the employee retires in the first school year that he/she attains eligibility to retire as described in part three (3) of this Section.

2. The payment will be reduced for each year after the first school year that the employee attains eligibility to retire as described in part four of this Section. This is as follows:

Second Year – 65% of the amount calculated in No.1
Third Year – 50% of the amount calculated in No.1

Fourth Year – 30% of the amount calculated in No.1
Fifth Year – 15% of the amount calculated in No. 1

3. "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 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 $110 per day, for 50% of the accumulated sick leave total at time of termination.

2. Termination of employment which includes retirement under provisions of the Michigan Public School Employee's Retirement System or death of an employee to the employee's estate will qualify the employee to receive a payment equal to the current rate for substitute teachers, not to exceed $110 per day, for 60% of the accumulated sick leave 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 understood 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 six normal teaching periods. A teacher accepting such additional teaching assignment will be paid an additional 1/6 of their salary step.

C. Compensation for extra duties performed by teachers is set forth in Schedule B. Assignments of extra duties not related to the teaching position shall be voluntary. The extra duty in the field of music and counseling is directly related to assigned teaching duties and will be paid per Schedule B.

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.

E. Employee Payment Options:

1. Twenty-six (26) bi-weekly pay dates (throughout the calendar year, September through August)

2. School calendar payroll with entire salary dispersed bi-weekly throughout the school Year.

F. Employees who enroll students in Barkell Preschool will receive a 50% reduction in tuition because they are employees of the district.

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 Package 1-4 medical benefits or Package B and "in lieu of payments". Members with a workload of 80% or more shall be entitled to Package 1-4 as listed below.

C. The specific "The Pool medical plans" available to eligible employee's MESSA dental, vision, life, and long-term disability benefits are still subject to this collective bargaining and are listed in Article 21 in this contract.

D. For the 2025-2026 medical benefit plan coverage year, employees shall have the following The Pool medical plans available in Pool Packages:

1. The Pool Package 068, $500/$1000, $20 OV, RX
2. The Pool Package 112, $1000/$2000, $20 OV, RX
3. The Pool Package 044,045, $2000/$4000, ABC RX, 20% coinsurance
4. The Pool Package 036,037, $1600/$3200, Balance + RX 20% coinsurance

E. MESSA Non-Medical Benefits For Employees Electing Health Insurance:

Delta Dental Plan	90/90/90/90: $3,000 (Class I, II, and III); $1,500 (Class IV)
Vision	VSP-3 Plus P250CL
Negotiated Life and AD&D	$30,000 AD&D

F. MESSA Package B: Non-Medical Benefits for Employees not Electing Health Insurance

Delta Dental Plan	90/90/90/90; $3,000 (Class I, II and III); $1,500 (Class IV)	
Vision	VSP-3 Plus P250CL	
Negotiated Life and AD&D	$30,000 AD&D	
Cash in Lieu	2025- $643.19 per month	2026- $661.84 per month

Eligible employees electing Plan B, pursuant to the Employer's IRS qualified Section 125 Plan, including the option to receive 2025 - $643.19/month and 2026 - $661.84/month 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.

G. The employer shall pay the following amounts toward the total cost of The Pool medical benefit plans available to members inclusive of medical premium and HSA funding described below for each medical plan year.

	2025 Plan Year	2026 Plan Year
Single Subscriber Plan:	$ 643.19 monthly	$ 661.84 monthly
Two Person Plan:	$1345.11 monthly	$1384.11 monthly
Family Plan:	$1754.15 monthly	$1805.02 monthly

These annual employer paid amounts shall adjust annually at the beginning of each medical benefit coverage year (Jan. 1), to the maximum payment permitted by Section 3 of the Publicly Funded Health Insurance Contributions Act.

Employees who enroll in a The Pool ABC plan shall have the option to elect some of the employer cap contribution into their Health Equity H S A (HEQ H S A). The amount elected for this shall be determined by the employee each year and the employer contribution shall be made on first paycheck in January in equal amounts bi-weekly (first two paychecks of each month) through the second paycheck in June of

that school year. If a member ends his/her employment after January 1, of the plan year, but prior to August 31, of the plan year, he/she will reimburse the employer a prorated amount of the employer HSA contribution.

H. The employer shall pay 100% of all non-medical benefits described in this Article.

I. Any portion of the actual applicable plans' annual (coverage year) plan cost not covered by the Board paid Medical Benefit plan, shall be paid by the employee via payroll deduction. Employees must authorize the District the right to deduct the employee's portion. The employee paid plan cost payments made via payroll deduction shall be evenly spread over the pay periods remaining in the contract year.

J. The employee shall pay all deductibles, co-pays, payments into health savings accounts or flexible spending accounts associated with the employee "Medical Benefit Plan.

K. Employees electing ABC Plan 1 or 2 may contribute, through payroll deduction, additional money towards their HSA up to the maximum amount allowed by law.

L. Should the premium be below the Hard Cap, the employee is entitled to compensation equal to the difference between the employer's maximum contribution and the premium of the plan they elected. By the first paycheck in January any employee will receive a lump sum payment in any method the employee selects below:

a. a stipend paid separate from the regular payroll check
b. a contribution to the member's tax deferred account. (403b, 457 etc.)
c. a contribution to their Health Savings Account (HSA)

or may have any deductibles and co-pays reimbursed by the employer up to the Hard Cap.

M. Except as otherwise specifically provided, or as required by law, the Employer's obligation for payment of insurance plan costs 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 plan costs 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.

N. The Employer, by payment of the plan costs 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 plan costs. If any dispute should arise concerning whether the Employer is obligated to pay plan costs 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 plan costs being reimbursement of said plan costs to the appropriate party.

O. 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.

P. If employees wish to continue coverage, including life insurance conversion, 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.

ARTICLE 22
SHARED PROGRAMMING; SCHOOL IMPROVEMENT

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

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

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

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

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

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

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

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

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

ARTICLE 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 for which the submission is made.

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.

B. Whenever CCISD or other local organizations offer training to educators, the Administration will alert employees, via staff email list serve, of all information pertaining to said training. Furthermore, the Administration shall submit all District

Provided Professional Development (DPPD) paperwork to the CCISD such that applying teachers have the opportunity to earn thirty (30) SCHECHs. The cost of the DPPD SCECHs will be paid by the employer.

C. After three (3) years of continuous service and actively employed within the district, the district will pay for the cost of the teacher's certification renewal.

ARTICLE 25
CLASS SIZE

A. The representative(s) of the employer agrees to arrange and attend a minimum of two meetings annually to discuss with a committee appointed by the Association enrollment and class size matters (including, but not limited to: weighting of students, allocations of resources, training to meet the challenges posed by exceptional students) as they relate to the educational program being planned by the district.

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 July 1, 2025 or ratification by the parties if that date is later and shall continue in effect through June 30, 2027.

B. By March 1st, 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. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated. The terms of such collective bargaining agreement between the parties are incorporated herein and by accepting and signing the Master Agreement in this contract below, the parties agree to be bound by all such terms for the duration of this Agreement.

Hancock Board of Education

Michael Lancour, President

Chris Salani, Superintendent

June 16, 2025
Date

Hancock Education Association, MEA/NEA

Joe Slocum, President

Karyn Ruohonen-Rudak, Vice-President

June 16, 2025
Date

SCHEDULE B (1)
2025-26 SALARY SCHEDULE

Step	BA	BA + 18 or Cont/Perm	MA	MA + 18	Double MA, Ed.S. Ph.D
1	$43,000	$44,935	$46,870	$48,805	$50,740
2	$44,653	$46,588	$48,523	$50,458	$52,393
3	$46,306	$48,241	$50,176	$52,111	$54,046
4	$47,959	$49,894	$51,829	$53,764	$55,699
5	$49,612	$51,547	$53,482	$55,417	$57,352
6	$51,265	$53,200	$55,135	$57,070	$59,005
7	$52,918	$54,853	$56,788	$58,723	$60,658
8	$54,571	$56,506	$58,441	$60,376	$62,311
9	$56,224	$58,159	$60,094	$62,029	$63,964
10	$57,877	$60,267	$62,657	$65,047	$67,437
11	$59,530	$61,920	$64,310	$66,700	$69,090
12	$61,183	$63,573	$65,963	$68,353	$70,743
13	$62,836	$65,226	$67,616	$70,006	$72,396
14	$64,489	$66,879	$69,269	$71,659	$74,049
15	$66,142	$68,532	$70,922	$73,312	$75,702

Longevity Bonus:
16-20 Years of Service $2,000
21-25 Years of Service $3,000
26-30 Years of Service $4,000

- 2025-2026 Contract Year - Full step, lane and longevity bonus granted to eligible employees based on 2025-2027 Schedule B Salary Schedule.

Eligibility Criteria -

1. Step/lane promotion and longevity bonuses will be based on achievement of annual successful teacher evaluations. A teacher receiving a "Needing Support" yearend rating in two evaluation cycles, and did receive prescribed support per Article 8, Section 5, will not be eligible to move to the next step, lane and/or longevity bonus until they have successfully achieved an annual evaluation of "Developing or Effective."

2. Eligibility is based on full years of service within the District bargaining unit, plus service credit as of the Longevity criteria referenced in Article 12, Section F.
    1. Longevity Bonus - Must be full years of service within the bargaining unit for annual bonus eligibility.
        1. Members who were hired prior to June 30, 2025, who were granted service credit outside of the District bargaining unit, may be eligible for a one-time longevity bonus per the respective Longevity blocks of 16-20 years, 21-25 years, 26-30 years, with milestone dates at the completion of year 16, year 21 or year 26.

3. Service credit may be granted, at the discretion of the District, for years of teaching experience in K-12 districts other than Hancock.
4. If a successor agreement has not been reached by the date of expiration, pay is retroactive upon ratification of the new Master Agreement.
5. In order for a teacher to qualify for advancement on the salary schedule beyond the BA schedule, additional credits must be:
    1. Administration will approve if the credits are germane to the teacher's assignment; related to educational certification in another subject area; or administrative degree.
    2. Lanes MA-PhD. Credits not pertaining to section 5.1 for purposes of Lane advancement would need pre-approval from Administration.

SCHEDULE B (2)
2026-27 SALARY SCHEDULE

Step	BA	BA + 18 or Cont/Perm	MA	MA + 18	Double MA, Ed.S. Ph.D
1	$43,538	$45,497	$47,456	$49,415	$51,374
2	$45,211	$47,170	$49,130	$51,089	$53,048
3	$46,885	$48,844	$50,803	$52,762	$54,722
4	$48,558	$50,518	$52,477	$54,436	$56,395
5	$50,232	$52,191	$54,151	$56,110	$58,069
6	$51,906	$53,865	$55,824	$57,783	$59,743
7	$53,579	$55,539	$57,498	$59,457	$61,416
8	$55,253	$57,212	$59,172	$61,131	$63,090
9	$56,927	$58,886	$60,845	$62,804	$64,764
10	$58,600	$61,020	$63,440	$65,860	$68,280
11	$60,274	$62,694	$65,114	$67,534	$69,954
12	$61,948	$64,368	$66,788	$69,207	$71,627
13	$63,621	$66,041	$68,461	$70,881	$73,301
14	$65,295	$67,715	$70,135	$72,555	$74,975
15	$66,969	$69,389	$71,809	$74,228	$76,648

Longevity Bonus:
16-20 Years of Service $2,000
21-25 Years of Service $3,000
26-30 Years of Service $4,000

- 2026-2027 Contract year - Each Association member will receive a 1.25% salary increase, with full steps, lanes and longevity granted to eligible employees.

Eligibility Criteria -

1. Step/lane promotion and longevity bonuses will be based on achievement of annual successful teacher evaluations. A teacher receiving a "Needing Support" yearend rating in two evaluation cycles, and did receive prescribed support per Article 8, Section 5, will not be eligible to move to the next step, lane and/or longevity bonus until they have successfully achieved an annual evaluation of "Developing or Effective."

2. Eligibility is based on full years of service within the District bargaining unit, plus service credit as of the Longevity criteria referenced in Article 12, Section F.
    1. Longevity Bonus - Must be full years of service within the bargaining unit for annual bonus eligibility.
        1. Members who were hired prior to June 30, 2025, who were granted service credit outside of the District bargaining unit, may be eligible for a one-time longevity bonus per the respective Longevity blocks of 16-20 years, 21-25 years, 26-30 years, with milestone dates at the completion of year 16, year 21 or year 26.

3. Service credit may be granted, at the discretion of the District, for years of teaching experience in K-12 districts other than Hancock.
4. If a successor agreement has not been reached by the date of expiration, pay is retroactive upon ratification of the new Master Agreement.
5. In order for a teacher to qualify for advancement on the salary schedule beyond the BA schedule, additional credits must be:
    1. Administration will approve if the credits are germane to the teacher's assignment; related to educational certification in another subject area; or administrative degree.
    2. Lanes MA-PhD. Credits not pertaining to section 5.1 for purposes of Lane advancement would need pre-approval from Administration.

SCHEDULE B (3) 2025-2026
ATHLETIC COACH SALARIES

ASSIGNMENT	STEP 0	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11	STEP 12	STEP 13
Basketball														
Varsity Head	4032	4244	4498	4767	5056	5337	5528	5716	5907	6026	6149	6179	6395	6523
Jr. Varsity/Asst. Varsity	3353	3554	3770	3991	4229	4485	4578	4765	4953	5053	5154	5178	5360	5465
9th Grade	1430	1575	1717	1822	2002	2143	2286	2429	2571	2620	2677	2688	2782	2839
8th Grade	1284	1430	1575	1683	1858	2002	2143	2286	2429	2477	2526	2540	2629	2683
7th Grade	1284	1430	1575	1683	1858	2002	2143	2286	2429	2477	2526	2540	2629	2683
Elementary	917	1039	1161	1270	1430	1554	1684	1814	1932	1973	2012	2026	2097	2136
Cheerleading	1750	1858	2002	2158	2286	2429	2571	2714	2856	2913	2971	2988	3093	3152
Cross Country	1945	2074	2249	2422	2593	2760	2936	3107	3278	3344	3410	3428	3548	3617
Football														
Varsity Head	4112	4244	4498	4767	5056	5337	5528	5716	5907	6026	6149	6179	6395	6523
Varsity Asst.	3420	3554	3770	3991	4229	4485	4578	4765	4953	5053	5154	5178	5360	5465
Jr. Varsity Head	3304	3382	3497	3621	3762	3888	4019	4156	4286	4370	4471	4481	4639	4731
Jr. Varsity Asst.	2645	2727	2849	2981	3106	3240	3372	3503	3641	3713	3787	3805	3941	4019
8th Grade	1107	1096	1109	1119	1130	1141	1152	1187	1198	1211	1222	1235	1246	1260
7th Grade	1107	1096	1109	1119	1130	1141	1152	1187	1198	1211	1222	1235	1246	1260
Hockey														
Varsity Head	4112	4244	4498	4767	5056	5337	5528	5716	5907	6026	6149	6179	6395	6523
Varsity Asst.	3420	3554	3770	3991	4229	4485	4578	4765	4953	5053	5154	5178	5360	5465
Skiing	1851	1973	2122	2276	2443	2593	2746	2896	3049	3109	3172	3188	3297	3366
Track														
Varsity Head	2860	2970	3168	3337	3530	3726	3950	4119	4539	4625	4725	4748	4905	5017
Varsity Asst.	2101	2185	2327	2449	2601	2738	2903	3030	3336	3398	3472	3491	3604	3686
MS Boys	1115	1213	1324	1442	1554	1669	1779	1897	2010	2055	2094	2102	2174	2218
MS Girls	1115	1213	1324	1442	1554	1669	1779	1897	2010	2055	2094	2102	2174	2218
Volleyball														
Varsity Head	4112	4244	4498	4767	5056	5337	5528	5716	5907	6026	6149	6179	6395	6523
Jr. Varsity/Asst. Varsity	3420	3554	3770	3991	4229	4485	4578	4765	4953	5053	5154	5178	5360	5465
9th Grade	1458	1575	1717	1858	2002	2143	2286	2429	2571	2620	2677	2688	2782	2839
7th & 8th Grade to be paid at Club Rate ($320)														
Golf														
Boys	575	710	854	1001	1142	1284	1432	1534	1624	1718	1812	1874	2005	2100
Girls	575	710	854	1001	1142	1284	1432	1534	1624	1718	1812	1874	2005	2100
Baseball														
Varsity Head	2860	2970	3168	3337	3530	3726	3950	4119	4539	4625	4725	4748	4905	5017
Varsity Asst.	2101	2185	2327	2449	2601	2738	2903	3030	3336	3398	3472	3491	3604	3686

ASSIGNMENT	STEP 0	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11	STEP 12	STEP 13
Softball														
Varsity Head	2860	2970	3168	3337	3530	3726	3950	4119	4539	4625	4725	4748	4905	5017
Varsity Asst.	2101	2185	2327	2449	2601	2738	2903	3030	3336	3398	3472	3491	3604	3686
ESports	1851	1973	2122	2276	2443	2593	2746	2896	3049	3109	3172	3188	3297	3366
Strength & Conditioning	1115	1213	1324	1442	1554	1669	1779	1897	2010	2055	2094	2102	2174	2218

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

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

c. Steps are based on years of continuous experience in the position with Hancock, plus experience credit.

d. 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.

g. Prior to a season's start, the Athletic Director and coach, along with the Superintendent, will determine the number of coaches which will be reasonable for the season. If one coach will suffice for two teams, the Schedule B salary will be multiplied by 1.5 to determine the coach's salary for that season.

SCHEDULE B (4) 2026-2027
ATHLETIC COACH SALARIES

Athletic Coach Salaries will be the same as the 2025-2026 school year unless modified pursuant to the signed letter of agreement between the Board and the Union to review said salaries.

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

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

c. Steps are based on years of continuous experience in the position with Hancock, plus experience credit.

d. 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.

g. Prior to a season's start, the Athletic Director and coach, along with the Superintendent, will determine the number of coaches which will be reasonable for the season. If one coach will suffice for two teams, the Schedule B salary will be multiplied by 1.5 to determine the coach's salary for that season.

SCHEDULE B (5) 2025-2026
EXTRA DUTY STIPENDS

Assignment	**Stipend**
Band - Per Developed Extracurricular Schedule	$2500
Camp Nesbit Coordinator	$1000
Camp Nesbit (up to 3 teachers)	$ 536
Coding	$ 670
Mackinac Island Trip (each 5th grade teacher)	$ 536
Class Advisors (9-12)	$ 320
Girls Running Club (Up to 2 Coaches)	$200 each (8 sessions)
Boys Running Club (Up to 2 Coaches)	$200 each (8 sessions)
High School Bowl Advisor	$1129
HS Interact	$ 320
Lego Club (2 instructors)	$750 each (30 sessions)
National Honor Society	$ 600
World Languages	$ 326
Prom Advisor	$ 362
Civil Air Patrol/Drone Advisor	$ 670
Publication Club	$ 670
Science Olympiad Advisor HS	$ 657
Science Olympiad Advisor MS	$ 657
Shop Repair	$ 657
Student Activity Committee Elementary	$ 670
Student Council HS	$ 670
Student Council MS	$ 670
Spirit Committee Advisor	$ 362
Theatrical Production Direction (add personnel separate)	$ 670
Yearbook	$2818
Virtual Coordinator	$1000
School Improvement Barkell Team (Up to 3 members)	$ 200
School Improvement MS Team (Up to 3 members)	$ 200
School Improvement HS Team (Up to 3 members)	$ 200
SST (Student Support Team) Elementary Coordinator	$ 500
SST (Student Support Team) Middle & High School combined	$ 300
Dean of Students	$4200
PBIS/MTSS Coordinator	$2200
Assistant to the Elementary Principal	$4200
MTSS Team (Up to 3 Members) Respective to each Elementary, MS & HS Member	$ 200

One stipend per activity unless otherwise noted. Stipends are yearly unless otherwise noted.

Schedule B stipends will be paid only when extra duty has been posted or request for activity has been approved by Superintendent.

Vacancies shall be announced and all members of the professional staff shall be eligible for considering for any District vacancy, providing they are properly qualified.

SCHEDULE B (6) 2026-2027
EXTRA DUTY STIPENDS

Extra Duty Stipends will be the same as the 2025-2026 school year unless modified pursuant to the signed letter of agreement between the Board and the Union to review said stipends.

SCHEDULE C (1)
2025-2026 SCHOOL CALENDAR

August 26 - 27, 2025	Teacher Professional Development (PD) Days - no school for students
September 2, 2025	First day of School for Students
September 17, 2025	1/2 day for Students (a.m.) all buildings - p.m. PD
October 10, 2025	Area Wide Teacher In-Service (no school for students)
November 12, 2025	1/2 day for Students (a.m.) all buildings/p.m. MS/HS P/T Conf. & Elem P/T Conf.
November 26 - 28, 2025	Thanksgiving Break - No School
December 10, 2025	1/2 day for Students (a.m.) all buildings/PD p.m.
December 22 - January 2, 2026	Christmas Recess (Classes resume 1/5/26
January 23, 2026	1/2 day for Students/Exams MS/HS (a.m.) all buildings/Records Day p.m.
February 13, 2026	Area Wide Teacher In-Service (no school for students)
February 16, 2026	No School Midwinter Break
March 11, 2026	1/2 day for Students (a.m.) all buildings/PD p.m.
March 23 - March 27, 2026	Spring Break (no school) classes resume 3/30/26
April 3, 2026	Good Friday - no school
April 15, 2026	1/2 day for Students (a.m.) all buildings/ PD p.m.
May 13, 2025	1/2 day for Students (a.m.) all buildings/ PD p.m.
May 25, 2026	Memorial Day Recess - no school
June 5, 2026	Last 1/2 day of School for Students/Exams MS/HS a.m./Records day p.m.

Days per month

September 21	February 18
October 22	March 17
November 17	April 21
December 15	May 20
January 20	June 5
Total:	176

Summary

Four PD days counted as Instruction
(8/26,8/27, 10/10 & 2/13)
Student Days = 176 + 4 PD = 180 Student Instruction Days

SCHEDULE C (2)
2026-2027 SCHOOL CALENDAR

To be determined

Professional Days

It is the intention of the parties that the professional staff be treated as professionals with regard to utilization of teacher in-service days. Attendance is mandatory for teacher professional development days as required by Michigan School Code Section 380.1527. 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.

A. 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, hours and professional development days:

Student Days	Student Hours	Teacher PD Days
At least 180	At least 1098	6.5

B. 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 in-service 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.

SCHEDULE D
PROFESSIONAL GRIEVANCE REPORT

GRIEVANCE REPORT FORM

Grievance # _____
GRIEVANCE REPORT

Submit to Principal in Duplicate

Distribution of Form:
1. Superintendent
2. Principal
3. Association
4. Teacher

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

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

BOARD OF EDUCATION OF
HANCOCK PUBLIC SCHOOLS
and
THE HANCOCK EDUCATION ASSOCIATION/
COPPER COUNTRY EDUCATION ASSOCIATION

LETTER OF AGREEMENT

This Letter of Agreement is entered into between the Board of Education ("Board") of the Hancock Public Schools ("District") and the Hancock Education Association/Copper Country Education Association ("Union") as follows:

In the mutual interest of formulating a revised, appropriate and accurate 'Schedule B - Extra Duty Stipend' scale, the Union agrees to work with the District to develop a review and recommendation process of the current Schedule B - Extra Duty Stipend scale during the 2025-2026 Academic Year, in efforts to support a new scale for implementation during the 2026-2027 Academic Year. This process will:

1. Determine and codify job specific functions/responsibilities per 'duty';
    a. Including requisite 'time on task' throughout the duration of the academic calendar;
2. Determine the recommendation for an appropriate rate of pay per 'duty' stipend;
3. Determine the recommendation for a process of determining a rate of increase per stipend per contract year.
4. Determine the process of identifying and implementing a new Schedule B Extra Duty opportunity.

This Agreement is non-precedent setting and contains the entire understanding between the parties and cannot be added to, changed, deleted from, and/or, in any other way, modified without further written agreement between the parties

BOARD OF EDUCATION OF HANCOCK PUBLIC SCHOOLS

By: _____

Its: _____

Dated: 6/16, 2025

HANCOCK EDUCATION ASSOCIATION/COPPER COUNTRY EDUCATION ASSOCIATION

By: _____

Its: _____

Dated: 6-16, 2025