

AGREEMENT

HOUGHTON LAKE COMMUNITY SCHOOLS  
BOARD OF EDUCATION

and

HOUGHTON LAKE EDUCATION ASSOCIATION  
(MEA/NEA)

July 1, 2009

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June 30, 2011

Houghton Lake Community Schools  
6001 W. Houghton Lake Drive  
Houghton Lake, Michigan 48629

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## AGREEMENT

This Agreement, entered into this 1st day of July, 2009 by and between the Board of Education of the Houghton Lake Community Schools, Houghton Lake, Michigan, hereinafter called the "Board" and the Houghton Lake Education Association (MEA/NEA) hereinafter called the "Association".

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### ARTICLE I - RECOGNITION

A. The Board hereby recognizes the Association as the exclusive bargaining representative for all certified classroom teachers, psychologists, social workers, speech therapists, occupational therapists, alternative education teachers, guidance counselors, librarians and department heads whose primary function is, in addition to teaching, one of coordinating, and who are not responsible for the hiring and/or firing of certificated personnel, employed or employed in the future by the Board, but excluding Principals and Assistant Principals, Superintendents, Assistant Superintendents, Business Managers, office and clerical employees, teachers aides, Special Education Director, substitutes and library clerks. The term "teacher", when used hereinafter in this agreement shall refer to all certified employees represented by the Association in the bargaining or negotiating unit as above defined. The term "Board" shall include the Houghton Lake Community Schools, its officers, trustees, and/or agents.

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

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## ARTICLE II - ASSOCIATION & TEACHER RIGHTS

A. Pursuant to the Michigan Public Employment Relations Act, the Board hereby agrees that every teacher employed by 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 a 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 law of Michigan or the Constitutions of Michigan and the United States; that it will not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership in the Association, his/her participation in any lawful activities of the Association or collective professional negotiations with the Board or his/her institution of any grievance.

B. The Association and its members shall be permitted to use school building facilities after regular school hours for meetings providing it does not interfere with scheduled activities. No teacher shall be prevented from wearing insignia, pins, or other identification of membership in the Association, either on or off school premises. Bulletin boards in teachers' lounges, electronic mail and "e-pop", and school bulletins to announce association meetings shall be made available to the Association and its members.

C. The Board agrees to furnish the Association, upon request, existing public documents containing financial information of the district and other information that will assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the teachers and students, and other information which may be necessary for the Association to process any grievance or complaint. The existing documents shall be provided in a timely fashion, not to exceed ten days. The Association agrees to honor, upon the Board's request, an extension for an additional ten days unless the information requested is needed to process any grievance or complaint.

D. The Association may request public information on any new or modified fiscal, budgetary or tax programs, construction programs, or revisions of educational policy, which are proposed or under consideration and the Association shall be given opportunity to advise the Board with respect to said matters prior to their adoption and/or general publication if it requests in writing to make an appearance before the Board.

E. The Association shall be granted twelve (12) days absence per year with pay for the purpose of Association business. The Association agrees to reimburse the Board for the cost of substitutes needed for the absence of teachers on these twelve (12) days.

F. Teachers shall be entitled to full rights of citizenship and no religious or political activities of any teacher or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher. The private and personal life of any teacher is not within the appropriate concern or attention of the Board unless it affects his/her teaching responsibilities.

The Board agrees that all written reprimands or docking of pay shall be for just cause. Any teacher protesting the reprimand or such docking of pay may file a grievance and process it to and including binding arbitration unless the grievance procedure excludes the dispute from the grievance procedure or the arbitration level of the grievance procedure.

Progressive Discipline A program of progressive discipline shall be followed. The following progression of discipline shall be followed prior to the imposition of any other economic discipline on any member of the bargaining unit:

- 1 Oral warning, then
- 2 Written reprimand, then
- 3 Up to three days with pay, then
- 4 Up to three (3) days suspension without pay, then
- 5 Further discipline/suspensions up to and including discharge

No suspension shall adversely affect any other rights or benefits under this Agreement. The parties recognize that the severity of an offense may provide just cause for the acceleration of the above progression of discipline.

G. The provisions of this Agreement and the wages, hours, terms and conditions of employment shall be applied without regard to race, creed, religion, color, national origin, age, sex, marital status, or membership in or association with the activities of any professional education organization. This provision shall not apply where sex is a bona fide occupational qualification (BFOQ).

A teacher shall at all times be entitled to have present a representative of his/her choice from the Association when he/she is being reprimanded, warned or disciplined for any infraction of discipline or delinquency in professional performance. It shall be the teacher's responsibility to see that a representative is present. The teacher shall be given a

reasonable amount of time not to exceed twenty-four (24) hours (excluding days that school is not in session) to obtain such a representative.

A bargaining unit member shall be entitled to have a representative of his/her choice from the Association present whenever he/she is being interviewed by the administrator for possible disciplinary action. No actions shall be taken if the teacher has requested representation until such representative is present.

The administrator shall inform the bargaining unit member of the reason he/she is being interviewed and/or reprimanded prior to the start of any such meeting.

The teacher and his/her Association Representative shall have time for discussion prior to the start of any investigatory and/or disciplinary meeting.

The teacher shall have the choice of meeting with the administrator either during his/her contractual day or after school.

H. If any provisions of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provisions 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.

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### **ARTICLE III - BOARD'S 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 limitations, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan, and of the United States, including, but without limiting the generality of the foregoing, the right:

1. To the executive management and administrative occupational control of the school system and its properties and facilities, and the occupational activities of its teachers.
2. To hire all teachers 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 subject to the provisions set forth in this Agreement.

3. To establish grades, curriculum 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. The Board will consult with the teachers in affected areas with respect to these matters.
5. To determine class schedules, the hours of instruction, and the duties, and responsibilities and assignments of teachers.
6. To deduct from paychecks monies owed the Board due to mistaken over-payment.
7. To adopt reasonable rules and regulations.

B. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules and 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 United States and the State of Michigan.

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

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#### **ARTICLE IV - MEMBERSHIP, FEES AND PAYROLL DEDUCTIONS**

A. All teachers shall as a condition of employment, (1) on or before thirty (30) days from the date of commencement of duties or the effective date of this Agreement, whichever is later, join the Association, or (2) pay a service fee to the Association, pursuant to the Association's "policy regarding objections to political-ideological expenditures" and the administrative procedures adopted pursuant to that policy. The service fee shall not exceed the amount of Association dues collected from Association members. The teachers may authorize payroll deduction for such fee. In the event that the teacher shall not pay such service fee directly to the Association, or authorize payment through payroll deduction, the employer shall, pursuant to MCLA 408.477; and

at the request of the Association, deduct the service fee from the teacher's wages and remit same to the Association after providing the employee a hearing on the matter. Payroll deductions made pursuant to this provision shall be made in equal amounts, as nearly as may be, from the paychecks of each teacher. Monies so deducted shall be remitted to the Association, or its designee, on the day of each payroll.

B. Pursuant to Chicago Teachers Union v Hudson, 106 S CT 1066 (1986) the Association has established a "policy regarding objections to political-ideological expenditures." That policy, and the administrative procedures (including the timetable for payment) pursuant thereto, applies only to non-member teachers. The remedies set forth in that policy shall be exclusive, and unless and until such procedures, including any administrative or judicial review there, shall have been availed of and exhausted, no dispute, claim or complaint by an objecting teacher concerning the application and interpretation of this article shall be subject to the grievance procedure set forth in this agreement, or any other administrative or judicial procedure.

C. Due to certain requirements established in recent court decisions, the parties acknowledge that the amount of the fee charged to non-members along with other required information may not be available and transmitted to non-members until mid school year (December, January, or February). Consequently, the parties agree that the procedures in this article relating to the payment of non-payment of the representation fee by non-members shall be activated thirty (30) days following the Association's notification to non-members of the fee for that given school year.

D. In the event of any claim or legal action against the Board brought in a court or administrative agency because of its compliance with this article, the Association agrees to defend such action, at its own expense and through its own counsel, provided:

1. The Board gives timely notice of such action to the Association and consents to the Association intervention as a party if it so desires, and
2. The Board gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses, and making relevant information available at both trial and appellate levels.

The Association agrees that in any action defended, it will indemnify and hold harmless the Board from any liability, including damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the Board's compliance with this Article IV, but this does not include any liability for unemployment compensation paid under the Michigan Employment Security Act.



E. When an employee does not have sufficient money due him, after deductions have been made for Social Security, Insurance, Garnishments, etc., or any other deductions authorized by the employee or required by law, Association dues for that month will be collected by the Association directly from the employee.

F. If any employee who is absent on account of illness, leave of absence, or for any other reason, has no earnings due him for that period, no deductions shall be made. The Association will arrange collection of dues for that period directly with the employee.

G. All deductions of Association dues provided for in this Article shall be automatically terminated in the event of loss of exclusive recognition by the Association.

H. Any teacher who is a member of the Association, or who has applied for membership, shall sign and deliver to the Board prior to October 1st, an assignment authorizing deduction of membership dues in the Association, including the NEA and MEA. Such authorization shall continue in effect from year to year. Pursuant to such authorization, the Board shall deduct one-ninth (1/9) of such dues from the second regular salary check of each month for nine months beginning in September and ending in May of each year. Any change in this section may be made by mutual agreement by both parties. Deductions from teachers employed after the commencement of the school year shall be at the same monthly rate as for those teachers signing up prior to the October first deadline.

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## ARTICLE V - TEACHING HOURS

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

1. Arrive no later than twenty (20) minutes before school starts. The start of school is defined as the time when students are in the classroom ready to begin instruction.
2. Be at assigned place of duty no later than ten (10) minutes before school starts.
3. Leave school no earlier than five (5) minutes after school is dismissed
4. Permission to leave school earlier or arrive later may be granted by the Principal provided the following provisions are met:

- a. The sum total of before and after school hours is 25 minutes
  - b. Article V A2 is met
5. Students will be in session (including passing time, lunch, recess, and study hall) no more than seven (7) hours per day.
  6. If school is dismissed early, teachers may be requested by the Administration to remain for important professional meetings.
  7. The Association agrees that the management of students before, during and immediately after the school day is an integral part of every teacher's duty and further agrees to cooperate with Building Principals in effective action to promote conditions which are conducive to good discipline.
  8. It is agreed that teachers arriving before or staying beyond the required time of attendance shall not be held responsible for the management or discipline of students.
- B. All teachers shall be entitled to a duty free uninterrupted lunch period of at least forty (40) minutes.
- C. All teachers will have the option of leaving at the students' early dismissal time on the following half days, if they are half days: Final day of the first semester and final day of the school year, providing all responsibilities (as determined by past practice) are completed.
- D. Teachers may be required to attend meetings called by the principal or superintendent before or after school no more than twice a month. Meetings shall not last longer than 45 minutes without prior notice and consent. An annual schedule of these meetings shall be provided to staff at the beginning of the school year. Release from this obligation must be obtained from the building principal.
- E. The Board and Association shall form a joint committee to develop a restructuring of the school day to assure that state requirements regarding minimum hours of instruction are satisfied. The committee shall not have the authority to extend the length of the school day without the agreement of the Board and Association. If the committee cannot agree upon restructuring and state requirements are not being satisfied, Article V of the Master Agreement may be reopened for negotiation.
- F. Teachers are encouraged to attend after school events.
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## ARTICLE VI - TEACHING CONDITIONS

The parties recognize that optimal school facilities are desirable to insure the high quality education that is the goal of both the Association and the Board, and it is also acknowledged that the primary duty and responsibility of the teacher is to teach and that the organization of the school and the school day should be directed toward insuring that the energy of the teacher is primarily utilized to this end.

- A. The Board and the Association mutually recognize the importance of adequate teaching reference material in maintaining a high level of professional performance. In furtherance of the recognition, the Board shall provide a teacher reference library in the district and include therein all texts, and reference material including computer software, which are reasonably requested by the teachers of the school. In the event of a dispute regarding this section, the Board's decision shall be final and not subject to arbitration.
- B. The Board agrees to make available and accessible adequate technology and facilities to aid teachers in the preparation of instructional material. In the event equipment covered by this section is not in good working order, the Board will make an effort to provide teachers with access to such equipment that may be located in other school district buildings.
- C. The Board shall provide smocks for art and home economics teachers, laboratory coats for laboratory science teachers, shop coats for vocational and industrial education teachers. (does not include shoes)
- D. The Board agrees to relieve teachers of playground duty, unless volunteered by a teacher. One fifteen (15) minute recess shall be scheduled each day.
- E. Under no conditions shall a teacher be required to drive a school bus as part of his/her regular assignment.
- F. The Board shall make available in each school: an adequate lunchroom; a properly maintained restroom for teacher use.
- G. Existing telephone facilities shall be made available to teachers for their reasonable use.
- H. Adequate off street parking facilities and walkways shall be provided, and properly maintained apart from student parking.

I. The Board and the Association recognize that appropriate texts, reference facilities, maps, globes, laboratory equipment, audio-visual equipment, art supplies, music and athletic equipment, current periodicals, standardized tests, pencils, paper, chalk, and other inanimate objects are the tools of the teaching profession. The Board will review procedures related to the purchase of textbooks and supplies in an effort to assure that textbooks and supplies are in sufficient supply by the opening day of each semester.

J. The building administrator shall determine placement of assistants and will consult with the teacher(s) involved prior to placing of an assistant in a teacher's classroom. The administration shall annually review placement of assistants with the teacher(s) involved.

K. Teachers may be required to attend one evening open house per year not to exceed two hours. The exception is kindergarten teachers who will be required to attend both an open house and kindergarten round-up, which is held during the day prior to the start of the school year.

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## ARTICLE VII - PREP TIME

A. The Administration shall provide classroom teachers a minimum average of two hundred twenty five (225) minutes per week for preparation and conference time (with a minimum of thirty (30) minute segments).

B. Prep time shall not include the time defined in Article V, A1, A2, A3, and B. Prep time shall be scheduled during student contact time as defined in Article V, A5.

C. If an assembly or other scheduled activity conflicts with a teacher's scheduled prep time and the teacher's attendance at the assembly or scheduled activity will cause the teacher to not receive the prep time required by this article, the building principal will relieve the teacher of the duty to attend the assembly.

## ARTICLE VIII - QUALIFICATIONS AND ASSIGNMENTS

A. Teachers shall not be assigned, except temporarily and for good cause, outside the scope of their teaching certificates or their major or minor field of study. However, a teacher may be assigned outside his/her major or minor field of study to an assignment, which the teacher has held within the last five (5) years. In the event of a conflict between this section and Article X, this section shall prevail.

B. Teachers who will be affected by a change in grade assignments in the elementary school grades and by changes in subject assignments in the secondary school grades will be notified and consulted by their principals regarding their tentative assignments prior to June 1 of the preceding school year. Such changes will be voluntary to the extent possible.

C. Any assignments in addition to the normal teaching schedule, during the regular school year, including adult education courses, driver education, extra duties enumerated in Schedule B and summer school courses shall not be obligatory, but shall be posted and filled according to Article IX, Vacancies and Transfers.

If assignment(s) are made outside of the bargaining unit, the Association shall be notified by the Board within seven (7) days of the filling of said assignment(s).

D. While it is recognized that factors such as curriculum, the number of sections of courses, student enrollment, the number of teachers, and other factors may require middle school and high school teachers to be assigned more than four (4) preparations, the Board shall endeavor to limit the number of preparations for such teachers to four (4) or less while on a semester schedule and three (3) or less while on a trimester schedule. This section shall not be construed to restrict the Board's discretion regarding the aforementioned factors.

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## ARTICLE IX - VACANCIES AND TRANSFERS

A. A vacancy shall be defined for purposes of this Agreement as: A position within the bargaining unit currently unfilled, newly created, or by reason of the permanent separation (by resignation, death, discharge, etc) of the teacher formerly in the position, or because the teacher formerly in the position is on a leave of absence of at least one year duration. A bargaining unit position shall also be deemed to be a vacancy after the teacher formerly in the position has been on sick leave for at least one calendar year. Bargaining unit members returning from a leave of absence or from sick leave as described above shall be returned to a teaching position in accordance with either Article 11, E or Article 14 D, whichever is applicable.

1. Vacancies, along with the appropriate job description shall be posted on a designated bulletin board in each district building along with a copy of such posting to the Association. The Association shall be given an opportunity to provide input to the administration when any posting/job description undergoes any modification or when any new position is created prior to it being posted. Positions as above described shall be posted within seven (7) calendar days of the vacancy and shall be posted at least seven (7) calendar days prior to being filled. Teachers may apply for such positions by submitting a written application to the Superintendent or designee. When filling professional positions within the bargaining unit, preference shall be given to certified/highly qualified teachers from within the bargaining unit. When selecting between candidates from within the bargaining unit for bargaining unit vacancies the teacher with the most seniority shall be awarded the position.

During the summer months notice of positions which become available shall be mailed to the address of record of all teachers who have submitted a written request on a form provided by central office. These requests must be submitted by the last day of school.

3. The Association recognizes that when vacancies occur on or after the first day of student instruction, it may be difficult to fill them from within the district without undue disruption to the existing instructional program. If the superintendent determines it to be an undue disruption, the vacancies will be filled on a temporary basis and posted on May 1 of the current school year as vacant for the following school year.

4. The Association shall be notified in writing by the Board within five (5) working days of the filling of any teaching vacancy.
5. A vacancy need not be posted if the vacancy can be filled through the recall of a laid-off teacher.

B. Transfers shall be defined as either a voluntary or involuntary move from one position to another within the bargaining unit. This would include grade level changes in the elementary; change the subject area in the Middle School; department changes in the High School; as well as room changes. Transfers (except assignment changes for which notification was given by July 1) will be governed by this section.

1. An involuntary transfer will be made only in case of emergency or to prevent undue disruption of the instruction program. Should an involuntary transfer occur, the teacher transferred shall be provided a maximum of three (3) working days of release time if needed by the teacher to complete necessary arrangements and preparations during the school year. The Superintendent or his designee shall notify the affected teacher and the Association of the reasons for such transfer. Involuntary transfers shall be made according to least seniority, qualifications and certification.
2. A voluntary transfer shall provide the teacher with a maximum of three (3) working days of release time if needed by the teacher to complete necessary arrangements and preparations during the school year.

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## **ARTICLE X - SENIORITY AND LAY OFF PROCEDURES**

A. Seniority shall be defined as the length of continuous service with the Houghton Lake Community Schools from the teacher's most recent "date of hire" (defined as the first day worked).

1. Leaves of absence granted pursuant to this contract or which are required to be granted by law (e.g., FMLA, Military Duty/Reserves) and periods spent on layoff shall not constitute an interruption in continuous service.
2. Credit given for outside teaching experience shall not be considered for the purpose of accumulating seniority.

B. A seniority list consistent with this Agreement shall be jointly prepared by the employer and the Association annually and no later than October 31st. The seniority list shall be in rank order of the teachers first date of work as set forth in the preceding section. In the event more than one individual has the same first day of work, the relative place of such persons on the seniority list with respect to that date of work will be determined by a drawing of lots participated in by all affected teachers. The notice of the drawing, including date, place and time, will be determined jointly by the Employer and the Association and communicated to all affected members one (1) week before the drawing. The drawing will be conducted openly and at a time and place that reasonably allows all interested teachers, and particularly those affected, to attend. The President of the Association or his/her designee shall draw for any person unable to be in attendance. All affected teachers will be notified in writing of the results of the drawing within forty-eight (48) hours of the drawing. This applies to new hires following ratification of this Agreement.

1. The seniority list shall be published with notation of the certification/approvals/majors/minors/endorsements/certificate expiration then on file with the employer of each teacher and posted conspicuously in the area of each building reserved for teachers' use as well as being placed in the general office of each such building for inspection by October 31 of each school year. Updates of the list shall be published and posted as they are made.
2. A copy of the posted seniority list and all subsequent updates shall be provided to the Association. Errors, omissions, and/or deletions in or to the list as posted will be noted and corrections made as required to conform to this Agreement at the request of any teacher on written notice to the Association or at the request of the Association on notice to affected members. For purposes of this Agreement the seniority list will conclusively be deemed to be accurate and no objection to any alleged error, omission and/or deletion on the seniority list will be considered unless it is called to the Superintendent's attention in writing within thirty (30) days of the date the seniority list is provided to the Association.

C. Necessary Reduction of Personnel -- LAYOFF -- The parties, realizing that education, curriculum and staff to a large degree depend upon the economic facilities available to the Board of Education as provided by the public and the State of Michigan, and in accordance with this realization understand that in some instances it may be necessary to reduce the educational program, curriculum and staff, hereby agrees as follows:



1. It is hereby specifically recognized that it is within the sole discretion of the Board of Education to reduce the educational program and curriculum.
2. The Board shall give no less than thirty (30) calendar days written notice to the teacher(s) being laid off.
3. The parties agree that the Board will first determine the programs to be eliminated, after which teachers shall be laid off by seniority provided those remaining employees are certified to teach the remaining programs. In order to promote an orderly reduction in personnel when the educational program and curriculum is curtailed, the following procedure will be used:
  - a. Employees not holding regular Michigan Provisional, continuing, or qualified certificates will be laid off first.
  - b. If reduction is still necessary, then temporary employees (i.e. replacement employees) will be laid off provided there are fully qualified, fully certificated employees to replace and perform the duties of the remaining programs
  - c. If the reduction is still necessary, then probationary employees with the least number of continuous years of teaching in the Houghton Lake School District will be laid off first, provided there are remaining fully qualified, fully certificated employees to replace and perform the duties of the remaining programs.
  - d. If further reduction is still necessary, then tenured employees with the least number of years of continuous teaching experience in the Houghton Lake School District will be laid off first, provided there are remaining fully qualified, fully certificated employees to replace and perform the duties of the remaining programs.
  - e. It is understood that involuntary transfers shall be utilized whenever possible in order to ensure the most senior bargaining unit members remain actively employed with the district.
4. It is expressly understood that the Association shall have a right to review the layoff list prior to notification of the individuals to be laid off. In the event of dispute concerning the layoff list, the Association shall have the right to file a written grievance thereon within not more than five (5) days after the meeting to review the list.

D. Teachers will be recalled to vacancies on the basis of seniority provided they are certified and highly qualified for the vacancy in question.

The layoff and recall procedures shall be subject to the Michigan Teachers' Tenure Act. In the event there is any conflict between this Article and Michigan Teachers' Tenure Act, the Tenure Act shall prevail.

E. When determining layoffs, the Board will use the certifications of teachers on file with the district at the time of such layoff. Recall shall be based on teachers' certifications on file at the time of recall. It is the teacher's duty to make sure the Board's records are correct and to notify the Board in writing of any inaccuracies or changes.

F. The Board shall consider recalling a laid off bargaining unit member to any position for which he/she is qualified to teach within the district prior to hiring any new teachers. The Board will consult with the Association when making this consideration prior to hiring any new teachers.

G. Notice of recall shall be sent by certified or registered mail to the teacher's last known address. It shall be the responsibility of the teacher to keep the Board informed of his/her current address. The Board's obligations regarding recall of a teacher shall be fully satisfied if the notice of recall is sent to the teacher's last known address. The teacher will have ten (10) business days to indicate his/her desire to accept or reject an offer to recall. In the event a teacher's rejection of an offer of recall or failure to respond to an offer of recall constitutes an abandonment of employment, all seniority shall be lost and rights to further employment shall be deemed automatically terminated.

H. A teacher who is laid off and is paid unemployment compensation benefits (associated with his/her regular teaching assignment) during the summer immediately following the layoff and who is subsequently recalled to a position at the beginning of the next school year will be paid according to an annual salary rate such that his/her unemployment compensation plus that annual salary rate will be equal to the rate of salary he/she would have earned for the school year had he/she not been laid off or given notice of layoff.

I. The individual contract of employment executed between a teacher and the Board is subject to the terms and conditions of this Article. It is intended that this Article takes precedence over and governs the individual contract.

J. Any teacher on layoff from the Houghton Lake Community Schools shall continue to accrue seniority. A teacher who returns from layoff shall be advanced one step on the

salary schedule. (e.g. – A teacher on step 4 is laid off. He/she would be placed on step 5 of the salary schedule upon return from layoff, including mid-year layoffs)

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## ARTICLE XI - ILLNESS OR DISABILITY

A. The procedures for arranging for a substitute teacher shall be consistent with those required by either the District or the third party who provides said service. In the event a substitute cannot be arranged through this method, it shall be the responsibility of the administration to make the necessary arrangements to secure a substitute teacher. All teachers absent from duty on account of personal illness or any other approved reason shall be allowed full pay as follows:

All teachers will receive thirteen (13) sick days per year. If, by the end of each year, the teacher has not exhausted those 13 days, the teacher's sick leave bank shall be credited with any remaining days cumulative to a maximum of 170 days.

B. The Board may request verification of any illness covering the absence for which a teacher is to be paid under this Article.

C. Absence from duty for the following reasons shall be considered to be sick leave:

1. Personal illness

2. Illness in the immediate family (immediate family for this illness shall be interpreted as husband, wife, father, mother, son, daughter and/or those persons regularly domiciled in the home of the teacher where the teacher's presence is necessary to care for the ill family member) Sick leave may be granted by the Superintendent for illness of relatives other than those regularly domiciled in the home of the teacher.

D. Funeral Leave A teacher will be allowed five (5) working days as funeral leave days not to be deducted from sick leave in the case of death of a teacher's father, mother, father-in-law, mother-in-law, spouse, children, grandchildren, brother, sister, grandmother, or grandfather.

E. Any teacher, whose personal illness extends beyond the period compensated under Article XI Paragraph A, shall be granted a leave of absence without pay for one (1) year.

This period may be extended at the discretion of the Board. Prior to reinstatement a doctor's statement is required stating that normal duties can be performed. Upon return from leave, a teacher shall be assigned to the same position, unless that position is no longer available subject to layoff and recall procedures.

F. Paragraph A of this Article shall not apply when illness or injury is the result of employment other than that covered by this Agreement; employment meaning - working for wages. In the event an illness or injury is not covered by Paragraph A, a teacher shall, upon request, be granted an unpaid leave of absence. This leave will be granted according to Article XIV, Paragraph C.

G. Every HLEA member actively employed as of the ratification of this contract, shall receive a one-time credit of whatever number of days is needed to max his/her sick bank at 170 days.

H. Beginning in school year 2009-2010, there is to be a wellness bonus program as follows:

0-3 days absent (sick days used) during the year:

\$75 per unused sick day (from the year's allotment of 13) shall be paid to the employee prior to June 30<sup>th</sup>.

For illustration: If the employee used 2 sick days in a given year, he/she would receive \$825 (13-2 x \$75).

4-5 days absent (sick days used) during the year:

\$40 per unused sick day (from the year's allotment of 13) shall be paid to the employee prior to June 30<sup>th</sup>.

For illustration: If the employee used 4 sick days in a given year, he/she would receive \$360 (13-4 x \$40).

I. If an employee is suffering from a catastrophic illness or injury and has exhausted his/her paid leave days, the employee may request a donation of sick days through the Employer and the Education Association. The EA and the Employer shall communicate the request for donation of days.

Each teacher may voluntarily donate up to five (5) of his/her sick days. The Employer will match the number of sick days donated up to twenty days. Such days may be donated up to the days necessary to be eligible for LTD.

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## ARTICLE XII - PERSONAL BUSINESS

A. Each teacher shall be entitled to three days per year for personal business. Personal days are not to be taken immediately before or after a holiday and summer vacation unless approved by the Superintendent. Teachers shall not be required to give the reason for such absences. Teachers may be requested to change personal business days if substitutes are unavailable.

Personal business days may accumulate to a maximum of five (5), two unused days may carry over from year to year. If up to three personal business days remain beyond the maximum of five (5) days, and cannot be carried over, they will be added to the teacher's sick bank (not to exceed 170 days).

B. A teacher required to report for jury duty or give testimony before any duly constituted court when the Board is not a party to the case shall be compensated for the difference between the teaching pay and the pay received for the performance of such obligation.

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## ARTICLE XIII - SABBATICAL LEAVES

A. A teacher who has been employed for seven consecutive years may be granted sabbatical leave not to exceed two semesters at one time in accordance with the Revised School Code of 1996.

B. A teacher, upon return from a sabbatical leave, shall be restored to his former position or to a position of like nature and status, and shall be placed at the same position on the salary schedule as he would have been had he taught in the school district during such period.

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## ARTICLE XIV - UNPAID LEAVES OF ABSENCE

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

Teachers on military leave shall be given the benefit of any increments and sick or emergency leave allowance, except tenure, which would have been credited to them had they remained in active service to the school system.

The employee shall have the right to return to active employment immediately upon return from active duty or at any time thereafter up to the start of the school year immediately following the end of his/her period of active duty. The employee shall return to his/her position held immediately prior to reporting for active duty. If said position has been eliminated, the employee shall have the right to a position to which his/her seniority and certification entitles him/her.

B. Leaves of absence will be granted for up to two (2) years to any tenured teacher who joins the Peace Corp as a full-time participant in such programs. Any period so served shall not affect the tenure status.

C. Leave of absence for one year may be granted to any tenured teacher, upon proper application, for personal reasons approved by the Board. Such leave may be extended, upon proper application, if received by the Administration at least sixty 60 days prior to the end of the regular school year.

D. A teacher returning from leave provided in paragraph C shall be restored to a vacant position or a position of like nature and status and shall be placed on the next step of the salary schedule from which he/she left on leave.

E. Request for unpaid leave days(s) shall be submitted in writing to the Superintendent for approval. Requests for unpaid days immediately before or after a holiday, vacation or school break shall only be considered by the Superintendent for highly unusual circumstances and not of a recurring nature.

Requests for unpaid days other than those connected to holidays, breaks and vacations shall also be considered by the Superintendent only for unusual and non-annual requests (per letter of agreement dated 10/6/03). The parties recognize the importance of the teacher providing consistent attendance and regular instruction.

## ARTICLE XV - TEACHER EVALUATION

The following items refer to ALL teachers, tenured and non-tenured:

A. The parties recognize that the purpose of teacher evaluation is to maintain a high quality of instruction in the Houghton Lake Community Schools and to assist teachers in improving their classroom effectiveness.

B. All evaluations shall be based upon criteria jointly developed by the Board of Education and the HLEA. Copies of the criteria/format to be used shall be furnished to teachers in their handbooks at the beginning of the school year and prior to the first observation. All written formal evaluations shall be placed in the teacher's personnel file at the Central Office.

C. All evaluations shall be conducted by building administrators trained on the evaluation process identified in the Master Agreement. Written evaluations shall be based on actual work site visitations and on a teacher's professional performance as it related to the educational program of the school. All evaluations shall be in writing and a copy given to the teacher at the evaluation conference. It is understood that classroom walkthroughs as part of the Curriculum Implementation Process, Administrative and Peer Review, will not be used as part of this evaluation process.

D. Tenure teachers shall be formally evaluated at least every third year. The evaluation process requires at least two formal observations during the evaluation year. The first formal observation shall be completed by November 30, the second by March 30. The final evaluation conference shall be completed by May 1.

E. Probationary teachers shall be evaluated each year. The evaluation process requires at least three formal observations during the school year. The first formal observation shall be completed by November 15, the second by January 15, and the third by March 15. The final evaluation conference shall be completed by April 1.

F. Formal Observations

- Shall be conducted on a day other than during the first week of school, the day preceding or following an extended holiday/break, or on the day a teacher returns from a leave unless mutually agreed.
- Shall be for no less than 30 continuous minutes.
- Shall only be conducted with no less than one working day advance notice to the participating teacher.
- Shall provide immediate written feedback after each observation, using appendix D of this agreement, to the teacher within one working day.
- Shall be in writing and a copy given to the teacher during a post observation conference should take place in the instructional setting whenever possible. This discussion should be a collegial activity and provide an opportunity for the teacher to clarify any areas in the observation notes that are inaccurate.

G. The teacher has the right to have an HLEA representative present at any observation/evaluation conference with the administrator.

H. If the teacher disagrees with the observation/evaluation report, he/she may submit a written response, which shall be attached to the file copy.

I. If the administrator determines there are areas of deficient performance, an improvement plan may be developed and will:

- Be specific as to what aspect or area is to be improved
- Provide the teacher with written recommendations for improvement
- List the steps to be taken to demonstrate improvement
- Describe the assistance available from the administrator and/or other resources
- Give the date by which improvement must be shown
- Establish criteria for determining adequate progress

J. In the event a teacher is not evaluated in accordance with the timelines outlined herein the teacher's performance shall be deemed satisfactory.



## ARTICLE XVI - PROFESSIONAL IMPROVEMENT

- A. The parties support the principle of continuing education for teachers, participation by teachers in professional organizations in the areas of their specialization, leaves for work on advanced degrees or special studies and participation in community educational projects.
- B. Teachers who attend select professional conferences with Board approval shall be provided, upon application, the necessary funds. Travel, meals, lodging and registration fees shall be deemed appropriate expenses of the Board, as well as the cost of the substitute teacher if needed to relieve the participant. A teacher attending such conferences and meetings shall be granted sufficient leave time to attend without loss of compensation. CEUs earned through conferences, in-services or workshops paid by the district may not be used for salary credit hour payments.
- C. At the request of the Association, and with the approval of the Board, or on the Board's initiative, arrangements shall be made for after school courses, workshops, conferences and programs designed to improve the quality of instruction provided funds are available. Every effort will be made to obtain people of the highest qualification to participate in the presentation of such programs.
- D. The Board agrees to pay a sum up to \$45.00 per year per teacher for dues for membership in professional educational organization(s) of teacher's choice in the area of the teacher's assignment with the administration's approval.
- E. It shall be the teacher's responsibility to satisfy continuing education and professional development requirements established by applicable laws and regulations. The Board shall not be required to pay associated costs and expenses in the absence of its prior written agreement to do so.

## ARTICLE XVII - PROFESSIONAL DEVELOPMENT FUND

A. The parties agree that the sum of \$8,000 will be set aside each year for staff renewal and individual in-service education. Interested teachers will submit a request to be considered. A committee of three teachers and two administrators will review the applications and grant approval to one or more of the applicants. Funds shall be allocated twice per year; four thousand dollars (\$4000) in the fall and four thousand dollars (\$4000) in the spring of each school year. Applications must be turned in by December 1<sup>st</sup> for the fall term and by April 1<sup>st</sup> for the spring term. Forms will be available in each building. Completed applications must be turned in to the curriculum director.

Reimbursements made for purposes of tuition shall be made only with verification of such from the grade report issued from the College or University.

1. The award will be made considering:
  - a. length of service to the school district;
  - b. direct benefit to students of Houghton Lake Community Schools;  
and
  - c. curriculum needs (i.e. strengths and/or weaknesses) of Houghton Lake Community Schools
2. The committee's decision is final and shall not be subject to the grievance procedure.

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## ARTICLE XVIII - PROFESSIONAL COMPENSATION

A. The basic salaries of teachers covered by this Agreement are set forth in Schedule A which is attached to and incorporated in this Agreement.

B. All teachers newly employed may be given up to full credit as determined by the district on the Salary Schedule set forth in Schedule A for full years of outside teaching experience in any school district in the U.S.A. and other teaching experience for which credit is allowed.

Teachers shall be paid annually in accordance with Schedule B for each semester hour of credit beyond the Master's degree. These hours will be paid to those teachers indicated on Schedule B and according to the rate established in Schedule B of the Master Agreement.

C. The salary schedule is based upon 181 teacher workdays and the normal teaching load as defined in this Agreement.

D. Teachers required in the course of their work to drive personal automobiles from one school building to another shall receive a car allowance equal to the I.R.S. rate per mile. The same allowance shall be given for use of personal cars for field trips or other business of the district.

E. If days of student instruction are not held because of conditions not within the control of school authorities (e.g., inclement weather, fires, epidemics, mechanical breakdowns, health condition) the following make-up procedure shall apply:

1. The first thirty hours will not be made-up unless laws and regulations in effect when this agreement was entered into allowing such hours to be counted as student instruction become changed so that laws and/or regulations require the days to be made up.
2. All other hours will be made up.
3. Teachers will receive their regular pay for hours that are cancelled, but shall work on the rescheduled make-up hours for no additional compensation. However, a teacher will be compensated at his/her regular rate for working the rescheduled make-up hours if the teacher was required to work on the cancelled day. Upon demand by the Association, the Board and Association will meet to negotiate the date(s) the cancelled hours will be rescheduled. Rescheduled hours shall be added to the end of the calendar

unless the Board and Association are able to mutually agree upon different dates.

F. Parent-teacher conference dates and times shall be made cooperatively between the Association and the Administration. The format of conferences shall be determined jointly by administration and faculty at the building level.

G. The following legal holidays shall be observed and all schools closed: New Year's Day, Memorial Day, Labor Day, Thanksgiving Day, Christmas Day. (see part 15, Section 1175, School Code)

H. Teachers shall be paid in 21 or 26 bi-weekly payments. Those desiring 26 pay periods shall notify the Board in accordance with the district rules. The balance of the 26 pay contracts may be paid in June.

I. Teachers involved in extra duty assignments set forth in Schedule B which is attached to and incorporated in this Agreement, shall be compensated in accordance with the provisions thereof. All teachers shall be compensated in accordance with the provisions of this Article and the annexed schedules without deviation.

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## ARTICLE XIX - SPECIAL TEACHING ASSIGNMENTS

A. The Board agrees that whenever teachers are required to teach students who are, emotionally, physically, or learning impaired (including but not limited to mainstreaming) the following provisions shall apply.

1. The teachers shall be informed of the special needs by the building administrator or the Special Education Director.
2. Teachers shall be given a general summary of the student's capacities, which are known by the Board, updated as new information is received.
3. Teachers will be given administrative or other assistance for physically disabled students consistent with IEPC or 504 plan.
4. To enable teachers to deal with special situations, workshops, classes and/or inservice training may be provided at Board expense. Teachers will also be

compensated for hours outside of the normal workday at the prevailing substitute pay.

5. Special equipment required should be in place before the student's entry into the classroom.
6. The Board will gather all available information regarding the student as soon as possible and, if possible, provide the teacher with the information required by subparagraphs B-1 and B-2 prior to the student's entry into the classroom.

### **ARTICLE XX - TERMINAL LEAVE**

A. A terminal leave payment of \$40.00 per day for unused sick days will be paid to a retiring teacher provided the teacher shall have been employed in the school system for at least ten (10) years.

B. In the event of the death of a teacher during the term of employment, a payment of \$40.00 per day for unused sick days will be paid. Each teacher is to designate a beneficiary. If no beneficiary is designated, payment will be made to the estate of the deceased.

C. For every HLEA member actively employed by the district as of the ratification of this contract, a payment of \$6,800 shall be made to a 403(b) account in his/her name held with a vendor on the District's approved vendor list, as of the date of his/her retirement. This payment will be in lieu of the \$40 per banked day referenced in A above.

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## ARTICLE XXI - TEACHER PROTECTION

A. Any case of assault and/or battery upon a teacher during the course of his/her employment shall be promptly reported to the administration. The Board will provide legal counsel of its choice to advise the teacher of his/her rights and obligations with respect to such assault and/or battery and shall render all reasonable assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities, providing the teacher has acted within the scope of the Board policy and law.

B. If any teacher is complained against or sued by anyone outside of the school system as a result of any action taken by the teacher during the course of his/her employment, the Board will provide legal counsel and render all necessary assistance to the teacher in his/her defense, provided the teacher has acted within the scope of Board policy and law. The duty to provide legal counsel shall not apply if legal counsel is available and paid under an insurance policy.

C. Time lost by a teacher pursuant to this article because of meetings with legal counsel, law enforcement and judicial authorities and court proceedings shall not be charged against the teacher. Time lost by a teacher due to a disability resulting from assault and/or battery upon a teacher during the course of his/her employment shall not be charged against the teacher but the Board's obligation under this sentence shall be limited to the one year period following the assault and/or battery.

D. If the building principal will be absent from the building for one half (1/2) day or more, and no other administrator is available in the building, the principal will place someone in charge of the building. If a teacher is placed in charge and that teacher is required to leave his/her classroom to deal with a problem, arrangements will be made to cover the teacher's classroom if appropriate.

E. If a teacher encounters problems with a particular student that the teacher believes warrants discipline, the teacher may discuss with the principal or assistant the avenues available under established policies and discipline codes to achieve correction of the student's behavior. Whenever it appears to a teacher that a particular pupil requires the attention of counselors, social workers, law enforcement personnel, physicians, or other professional persons, the teacher shall advise his/her principal so that a determination can be made regarding steps which should be taken to provide supportive help for the teacher. In the event a teacher believes a student's behavior warrants removal of the student from the classroom either temporarily or permanently, the teacher will furnish the administration full particulars regarding the student's conduct. Prior to the pupil being returned to the classroom, the principal or designee shall advise the teacher of the administrative determination regarding the corrective measures which are deemed appropriate.

F. The Board will reimburse teachers for any loss, damage, or destruction of clothing or personal property of the teacher while on duty in the school or on the school premises not covered by the teacher's insurance up to \$100. This paragraph shall pertain only to cases resulting from paragraph A. The teacher will subrogate any rights compensated for to the Board.

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## ARTICLE XXII - PROFESSIONAL GRIEVANCE PROCEDURE

A. Any teacher, group of teachers or the Association believing that there has been a violation, misinterpretation or misapplication of any provision of this Agreement may, within fifteen (15) days of occurrence, file a written grievance with the Board or its designated representative. The Association will make every effort to first discuss the matter with the Board's designated representative within that fifteen (15) day period. The Board hereby designates as its representative for such purpose the principal in each school building and the superintendent of schools when the particular grievance arises in more than one school building. The above-mentioned time limit shall not apply to salary grievances. The term "days" as used herein shall mean school days during the regular school year and week days during the summer break period.

It is expressly understood that the grievance procedure shall not apply to those areas in which the Tenure Act prescribes a procedure or authorizes a remedy.

B. Written grievances as required herein shall contain the following:

1. It shall be signed by the grievant or grievants.
2. It shall be specific
3. It shall contain a synopsis of the facts giving rise to the alleged violation
4. It shall cite the section or subsections of this contract alleged to have been violated.
5. It shall contain the date of the alleged violation

Any written grievance not substantially in accordance with the above requirements may be rejected as improper. Such a rejection shall not extend the limitations hereinafter set forth.

C. Within five (5) days of receipt of the grievance the designated representative of the Board shall meet with the Association in an effort to resolve the grievance. Affected teachers may or may not be present at such meetings. If the meeting is with the school principal and the parties cannot agree on a resolution to the grievance, the grievance shall be transmitted within five (5) days to the Superintendent who shall have five (5) days thereafter to approve or disapprove the grievance. If the grievance is transmitted directly to the Superintendent he/she shall have ten (10) days from receipt to approve or disapprove the grievance. If the grievance shall be denied by the Superintendent, either upon review of the action of the school principal, or in the first instance, the grievance shall be transmitted within five (5) days to the Secretary of the Board, with a statement of reasons why it is being denied.

D. Within the fifteen (15) days from receipt of the grievance, the Board shall pass upon the grievance. The Board may hold a hearing thereon, may designate one or more of its members to hold a meeting or otherwise investigate the grievance, or prescribe such procedure as it may deem appropriate for consideration of the grievance, provided, however, that in no event, except with express written consent of the Association, shall final determination of the grievance be made by the Board more than twenty (20) days after its submission to the Board.

E. If the Association is not satisfied with the disposition of the grievance by the Board, or if no disposition has been made within the period above provided, the grievance may be submitted to arbitration before an impartial arbitrator. The Board must be informed of the intent of the Association to submit to arbitration any grievance within ten (10) days of the Board's decision or lack of action. The Association shall file a Demand for Arbitration with the American Arbitration Association within fifteen (15) days from the notification date that arbitration will be pursued. The arbitrator shall be selected by the American Arbitration Association in accordance with its rules, which shall likewise govern the arbitration proceeding. The Board and the Association shall not be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not previously disclosed to the other party. The arbitrator shall have no power to alter, add to or subtract from the terms of this Agreement. Both parties agree to be bound by the award of the arbitrator and agree that judgment thereon may be entered in any court of competent jurisdiction.

1. Powers of the arbitrator are subject to the following limitations:
  - a. He/she shall have no power to decide any question which, under this Agreement, is within the responsibility of management to decide. In rendering a decision, an arbitrator shall give due regard to the responsibility of management and shall so construe the Agreement



that there will be no interference with such responsibilities, except as they may be specifically conditioned by this Agreement.

- b. He/she shall have no power to interpret state or federal law
  - c. He/she shall not hear any grievance previously barred from the scope of the grievance procedure.
  - d. He/she shall have no power regarding any dispute involving the nonrenewal of a probationary teacher or the placement of a probationary teacher on a third year of probation.
2. After a case on which the arbitrator is empowered to rule hereunder has been referred to him/her, it may not be withdrawn by either party except by mutual consent.
  3. More than one grievance may not be considered by the arbitrator at the same time except upon expressed written mutual consent and then only if they are of similar nature.

F. The cost of the arbitrator shall be borne by the losing party as determined by the arbitrator except each party shall assume its own cost for representation including any expense of witnesses.

G. If any teacher for whom a grievance is sustained shall be found to have been unjustly discharged, or suspended from all or part of his/her Schedule B position and/or Extra Duty assignments, he/she shall be reinstated with full reimbursement of all professional compensation lost.

H. Should a teacher fail to institute a grievance within the time limits specified, the grievance will not be prosecuted. Should a teacher fail to appeal a decision within the limits specified, further proceedings on a previously instituted grievance shall be barred.

I. All preparation and filing of grievances shall be done at times other than when a teacher or a participating association representative is to be at their assigned duty stations.

J. Where no wage deviation has been caused by the action of the Board complained of, the Board shall be under no obligation to make monetary adjustments and the arbitrator shall have no power to order one.

## **ARTICLE XXIII - NO STRIKE CLAUSE**

The Association and the Board recognize that strikes and other forms of work stoppages by teachers are contrary to law and public policy. The Association and the Board subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the school program. The Association therefore agrees that its officers, representatives, and members shall not authorize, instigate, cause, aid, encourage, ratify or condone, nor shall any teacher take part in any strike, slowdown or stoppage of work, boycott, picketing or other interruption of activities in the school system during normal teaching hours. Failure or refusal on the part of any teacher to comply with any provision of this Article shall be cause for whatever disciplinary action is deemed necessary by the Board. Such action by the Board shall be arbitrable.

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## **ARTICLE XXIV - NEGOTIATION PROCEDURES**

A. Neither party in any negotiations 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 the school district. While no final agreement shall be executed without ratification by the Association and the Board, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations.

B. If the parties fail to reach an agreement in such negotiations, either party may invoke the mediation machinery of the Michigan Employment Relations Commission or take any other lawful measures it may deem appropriate.

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## ARTICLE XXV - MISCELLANEOUS PROVISIONS

- A. Copies of this Agreement shall be prepared and furnished at the expense of the Board and presented to all teachers.
- B. A mentor teacher shall be defined as a master teacher as identified in Section 1526 of the School Code and shall perform duties of a master teacher as specified in the Code.
1. A mentor teacher shall be assigned in accordance with the following:
    - a. Every effort shall be made to have a mentor teacher be a tenured member of the bargaining unit.
    - b. Participation as a mentor teacher shall be voluntary. If an insufficient number of tenured members of the bargaining unit volunteer to be mentor teachers, the Board may assign a retired teacher(s).
    - c. The administration shall notify the Association when a mentor teacher is matched with a probationary teacher (mentee).
    - d. Every effort shall be made to match mentor teachers and mentees who work in the same building and have the same area of assignment.
    - e. Appointment shall be for three (3) years unless either party requests a change, or their building principal decides it's in the best interest of the parties.
    - f. A mentor can have up to two probationary teachers if desired.
  2. The mentor teacher shall be available to provide professional support, instruction and guidance. The purpose of the mentor assignment is to provide a peer who can offer assistance, resources and information in a non-threatening collegial fashion. Because the purpose of the mentor/mentee match is to acclimate the mentee and to provide necessary assistance toward the end of quality instruction, the Board and the Association agree the relationship shall be confidential and shall not, in any fashion, be a matter included in the evaluation of the mentor teacher or mentee. Neither the mentor teacher nor the mentee shall be permitted to participate in any matter related to the evaluation or discipline of the other.

3. The mentor will be paid for each mentee as follows provided the guidelines set forth in the Mentor/Mentee policy book are followed and he/she is not absent from more than two (2) school sponsored meetings with his/her mentee(s):

Year one of mentee	\$600
Year two of mentee	\$300
Year three of mentee	\$200

Release time for the mentor and/or mentee shall be provided as needed upon request.

4. Probationary teachers shall be provided with a minimum of fifteen (15) days of professional development during their first three (3) years of classroom teaching. Professional development shall be scheduled within the parameters of the regular work day and work year except when can be mutually agreed upon to be held outside the school year. Professional development days that occur outside of the regular work day/year will not be subject to additional compensation.

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### ARTICLE XXVI - PAST PRACTICES

The parties agree that this contract incorporates their full and complete understanding and that any prior oral agreements or practices are superseded by the terms of this Agreement. The parties further agree that no such oral understanding or practices will be recognized in the future unless committed to writing and signed by the parties as supplements to this Agreement.

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## ARTICLE XXVII - NEW SCHEDULE B POSITIONS

The parties agree that if new Schedule B positions are established by the Board during the school year, and such Schedule B positions come within the bargaining unit, the Board has the right to establish such Schedule B position and establish the pay rate of such Schedule B positions.

Such Schedule B positions will be posted along with the pay rate and if the Association protests the rate within thirty (30) days of its posting, the parties will schedule a meeting as soon as practical for the purpose of resolving the pay rate established by the Board on the new Schedule B position.

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## ARTICLE XXVIII - CLASS SIZE

Whenever class size, in the normal academic area, exceeds the following sizes, Assistants will be provided to the teacher on a weekly basis in accordance with the following schedule. Said Assistants shall be provided not later than three days of having class size overages. Overload Assistants are intended to work with students but may occasionally perform non-instructional duties as requested by the teacher. (it is agreed that the parties will mutually agree to an increase in class size for choir, physical education and band)

### Elementary Grades

		Class Size	Weekly Aide Time
A.	K-2	27 - 30	10 hours
		31 - 35	20 hours
		36 & over	full time
B.	3-6	27 - 28	5 hours
		29 - 31	10 hours
		32 - 35	20 hours
		36 & over	full time

### Split Classrooms

C.	K-6	24 - 26	10 hours
		27 - 29	20 hours
		30 & over	full time

When any Kindergarten teacher reaches 27 (or more) students that teacher(s) will also receive, in addition to their share of the above mentioned collective aide time, the aide time in the Collins Elementary aide schedule for K - 2.

E. High School and Middle School

Thirty-five (35) shall be the maximum number of students assigned to each teacher per period without overload of forty cents (\$.40) per student per day, being paid. (excluding Band, PE and Choir)

F. Note of Intent:

1. Where possible, a first grade split will not exist in the system.
  2. Whenever possible, every effort will be made in the High School and Middle School scheduling to limit class size per period to 30 students.
  3. Sections B and C will apply to 6th grade classes only if 6th grade classes follow the self-contained elementary class format.
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## ARTICLE XXIX - INSURANCE PROTECTION

### A. Health Medical

The Board hereby agrees to provide the bargaining unit members with the following MESSA PAK insurance benefits:

#### Plan A - For employees electing health insurance

Health	- Choices II \$10/20 RX (including \$5,000 basic term life)
Long Term Disability	- 60% \$3,000 maximum - 90 calendar days - Modified Fill - Freeze on Offsets - Pre-existing condition waiver - Alcoholism / Drug Addiction - 2 year - Mental / Nervous - same as any other illness
Negotiated Life	- \$25,000 AD&D
Vision	- VSP 3+ (upgrade to be paid by members)
Delta Dental	- 100/50/50: \$1,500 or 50/50/50: \$1,500 ((\$1,000 Maximum Class I & II Benefits) Plan Year July 1 through June 30

#### Plan B - For employees not electing health insurance

Negotiated Life	- \$25,000 with AD&D
Vision	- VSP 2
Delta Dental	- 100/50/50: \$1,500 or 50/50/50: \$1,500 ((\$1,000 maximum Class I & II) Plan Year July 1 through June 30
Long Term Disability	- same as above
Cash Option	- 2009-2010 \$200.00 per month 2010- 2011 \$225.00 per month (As outlined in the District Section 125 Plan)

It is understood that the employee shall be responsible for paying the monthly costs of insurance in excess of the board cap.

For 2009-10 and 2010-11 only the Board will pay the following amounts in addition to the cap in exchange for the Association forgoing the payment of salary increases noted in Article XXX for the years 2009-10 and 2010-11:

2009-10: \$38 per month in addition to the cap ( $\$1157.63 + 38 = \$1195.63$ )  
2010-11: \$60 per month in addition to the cap ( $\$1157.63 + 60 = \$1217.63$ )

It is understood that the cap shall remain at \$1,157.63 and the supplemental amounts to be paid in 2009-10 and 2010-11 are temporary assistance only, which is being offered in exchange for the Association forgoing the payment of scheduled raises per Article XXX. If no agreement is ratified prior to August 31, 2011, the cap on insurance shall return to \$1157.63 from \$1217.63

The parties agree to commence bargaining on or before 2-1-2011.

In the case of married employees within the district, one spouse shall take Plan A and the other Plan B.

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## ARTICLE XXX - SALARIES SCHEDULE

2009-2010 Based on 181 Days

Step	BA	BA+20	BA+30	MA
1	29,524	30,326	31,679	33,383
2	30,911	31,751	33,168	34,952
3	32,364	33,243	34,727	36,595
4	33,886	34,806	36,359	38,315
5	35,477	36,442	38,068	40,116
6	37,146	38,154	39,857	42,001
7	38,891	39,948	41,730	43,976
8	40,719	41,825	43,692	46,042
9	42,632	43,791	45,745	48,206
10	44,636	45,849	47,895	50,472
11	46,735	48,004	50,146	52,844
12	48,931	50,260	52,503	55,328
13	51,231	52,622	54,971	57,928
14	53,639	55,095	57,555	60,650
15-17	56,646	58,103	60,562	63,658
18-21	57,148	58,604	61,063	64,159
22-24	57,649	59,105	61,565	64,660
25-26	58,150	59,607	62,066	65,161
27 +	58,651	60,108	62,567	65,663

2010-2011 Based on 181 Days

Step	BA	BA+20	BA+30	MA
1	29,598	30,402	31,758	33,466
2	30,988	31,830	33,251	35,039
3	32,445	33,326	34,814	36,686
4	33,971	34,893	36,450	38,411
5	35,566	36,533	38,163	40,216
6	37,239	38,249	39,957	42,106
7	38,988	40,048	41,834	44,086
8	40,821	41,930	43,801	46,157
9	42,739	43,900	45,859	48,327
10	44,748	45,964	48,015	50,598
11	46,852	48,124	50,271	52,976
12	49,053	50,386	52,634	55,466
13	51,359	52,754	55,108	58,073
14	53,773	55,233	57,699	60,802
15-17	56,788	58,248	60,713	63,817
18-21	57,291	58,751	61,216	64,319
22-24	57,793	59,253	61,719	64,822
25-26	58,295	59,756	62,221	65,324
27 +	58,798	60,258	62,723	65,827

It is understood that the above cited salaries will not be paid out to the bargaining unit members during the two years listed however shall be paid at the 2010-2011 rates beginning July 1, 2011.

Beginning in school year 2002-03, service shall be defined as years of service (on the active payroll) in the Houghton Lake Community School District.

(Those employees assumed from C.O.O.R. ISD shall be granted their years of service for that institution which occurred within the Houghton Lake Community School District as years of service to the Houghton Lake Community School District under this provision of the Master Agreement).

For teachers hired prior to 2002-03, up to 7 years of outside teaching experience shall count toward the steps beyond year 21.

Beginning in school year 2002-03, payments beyond year 21 shall only be made to teachers whose total numbers of years of service are at the Houghton Lake Community School District. Above salary schedule is based on 181 teacher days with the opportunity for teachers to earn one additional per diem for the completion of 7 hours of Professional Development outside of contractual hours.

**SCHEDULE B**

<b>NON-ATHLETIC</b>	<b>Index</b>
NCA Chairs ----- Annual Stipend	\$650.00
H.S. Yearbook -----	.09
M.S. Yearbook -----	.01
Senior Sponsor -----	.034
Drama -----	.102
Quiz Bowl -----	.02
H.S. Flag Corp -----	.01
H.S. National Honor Society -----	.04
M.S. National Honor Society -----	.02
Vocal Music -----	.10
Collins Vocal Music/Annual Stipend -----	\$300.00
Middle School Vocal Music/Annual Stipend -----	\$300.00
Band -----	.10
Band Assistant -----	\$300.00
Student Advisors	
Student Senate -----	.04
STAND Advisor -----	.02
SADD Advisor -----	.04
Ecology Club -----	.04
M.S. Council -----	.02
Computer Club -----	.0555
Outdoor Education Coordinators	
M.S. -----	.02
Outdoor Ed. Overnight -----	.0025
Middle School Overnight Trip/Stipend per person-----	\$75.00
Health Ed. Coordinator-----	.06
M.S. Newspaper -----	.01
H.S. Newspaper -----	.01
In-service Head/year -----	.0085
Night Game Supervisor -----	.0011
Additional Hours (beyond MA) -----	\$50.00 per hour
Paid to those currently receiving compensation for these additional hours beyond their MA as of June 30, 2007 and to those who are recalled in the future from layoff that were on layoff status as of June 30, 2007.	
Driver's Ed/Per hour -----	\$29.00

Sub Teacher/per class -----	\$23.00
Sub - daily (certified) -----	\$65.00
After school instruction/homebound tutoring/per hour -----	\$20.00
Summer School Instruction/per hour -----	\$20.00
Department/Committee Heads ***	
H.S. /Annual Stipend -----	\$1,900.00
M.S./Annual Stipend -----	\$1,200.00
Collins/Annual Stipend -----	\$1,200.00

\*\*\*chosen by site-based decision making at building level

H.S. Advisors	
8 <sup>th</sup>	\$100.00
9 <sup>th</sup>	\$100.00
10 <sup>th</sup>	\$200.00
11 <sup>th</sup>	\$300.00
12 <sup>th</sup>	\$600.00
Mentor Pay	
Year one of Mentee -----	\$600.00
Year two of Mentee -----	\$300.00
Year three of Mentee -----	\$200.00

## ATHLETIC

## SCHEDULE B

## Index

Head Football -----	.12
Assistant Football -----	.09
Head Basketball -----	.12
J.V. Basketball -----	.09
9th Grade Basketball -----	.09
8th Grade Basketball -----	.09
7th Grade Basketball -----	.09
Baseball/Softball -----	.10
J.V. Baseball/Softball -----	.08
Golf -----	.08
Head Track -----	.11
Assistant Track -----	.08
Cross Country -----	.09
Volleyball -----	.10
J.V. Volleyball -----	.07
Soccer -----	.10
Assistant Soccer -----	.08
Wrestling -----	.11

Assistant Wrestling -----	.08
Cheerleading -----	
Varsity Football Cheerleading -----	.07
Asst. Football Cheerleading -----	.05
Varsity Competitive Cheerleading -----	.11
Asst. Competitive Cheerleading -----	.09
H.S. Freshman Cheerleading -----	.03
M.S. Cheerleading -----	.03
M.S. Track (boys) -----	.05
M.S. Track (girls) -----	.05
M.S. Volleyball -----	.05
M.S. Athletic Director -----	.06

Schedule B salaries will be paid at the B.A. schedule rate according to experience in that position up to and including step 8.

### **ARTICLE XXXI - CALENDAR**

See Attached Calendars for applicable School Year:

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### **ARTICLE XXXII - ARTICULATION COMMITTEE**

It is contemplated that matters not specifically covered by this Agreement but of common concern to the parties shall be subject to professional discussion between them from time to time during the period of this Agreement upon request by either party to the other. The parties agree to cooperate in arranging meetings, selecting representatives for such discussions, furnishing necessary information and otherwise constructively considering and resolving any such matters.

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## ARTICLE XXXIII – RETIREES AS TEACHERS

It is the intent of the parties to create additional opportunities and benefits to enhance student learning. Both parties believe that such opportunities may be created by providing HLEA members the option of maintaining part-time employment with the district after attaining retirement status through MPSERS.

A. Current employees, as of September 1, 2009, are eligible to participate in this program.

B. There will be no cap on the number of retirees that could take advantage of this program in a given year.

C. An employee considering this option shall prepare a plan to enhance student learning and present it to the committee by February 1<sup>st</sup>. The committee shall render a decision by March 1<sup>st</sup>. A contract will be issued to the teacher by April 1<sup>st</sup>. The contract will guarantee the approved position until the end of the fiscal year in which the position begins.

The committee cited above shall consist of the following individuals:

Superintendent, HLEA President and one additional designee from each party.

D. If two identical or substantially similar plans are presented, the position will go to the teacher with the most teaching service to the district. The other teacher shall have the additional opportunity to submit a revised plan by no later than February 15<sup>th</sup>.

E. A retiree shall be entitled to 33% of their final average compensation for working either half (1/2) days for the entire school year or an equivalent amount of time otherwise agreed to by the retiree and administration.

F. Definition of Final average compensation:

The average of the highest 3 years (if MIP) or 5 years (if BASIC) of that individual's earnings on the HLEA salary schedule.

G. HLEA members who participate in this plan shall be replaced by a new full-time HLEA member, and the retiree shall be extended the opportunity to return to work at

a maximum of .5 FTE. The district shall not be required to replace HLEA members who retire and choose not to participate in this program.

H. Retirees participating in this plan shall be entitled to the same allotment (to be prorated based on days of service) of sick days as full-time HLEA members. It is understood that 1 "day" is equivalent to the number of hours that the individual typically works in a school day according to their program design.

I. The retiree is expected to attend any professional development days that fall within any semester or trimester during which they are scheduled to work in their plan design.

J. It is mutually agreed by the parties that any issues that arise regarding this article shall not be subject to the grievance or arbitration processes; rather, the problems will be addressed jointly by the negotiating committees of each party.

K. Only during 2009-10 will a mid-year program start may be considered by both parties. However, the terms of this article aren't written for such circumstances. The terms of proration of any mid-year contract shall be determined by the individual and the committee referenced in paragraph B above.

L. The terms of this article shall expire June 30, 2011, unless extended by written mutual agreement.

**ARTICLE XXXIV - DURATION OF AGREEMENT**

This Agreement shall be effective as of July 1, 2009 and shall continue in effect until the 30th day of June 2011 with the Board's insurance contribution amount being effective until the 31<sup>st</sup> day of August 2011 (see Article XXIX for specifics). This Agreement shall not be extended orally and is expressly understood that it shall expire on the date/s indicated.

HOUGHTON LAKE EDUCATION  
ASSOCIATION (MEA/NEA)

HOUGHTON LAKE COMMUNITY  
SCHOOLS BOARD OF EDUCATION

Tonja B. Hinkston  
President

[Signature]  
President

6-5-10  
Date

Dewin P. Prayler  
Superintendent

6-5-10  
Date



## HOUGHTON LAKE COMMUNITY SCHOOLS Teacher Observation Form

Name: \_\_\_\_\_ Observation Date: \_\_\_\_\_

Hour: \_\_\_\_\_ Grade: \_\_\_\_\_ Subject: \_\_\_\_\_

Lesson Objective: \_\_\_\_\_

Instructional Skills Contributed To The Success Of The Lesson:

Suggestion (s) To Maintain Or Improve The Quality Of Instruction:

General Observations including Professional Assistance Offered and Recommendations for Improving Services:

Observer:

\_\_\_\_\_

Teacher:

\_\_\_\_\_

(Signature indicates receipt of this report.)

## HOUGHTON LAKE COMMUNITY SCHOOLS TEACHER OBSERVATION/EVALUATION

**Name: Building:** \_\_\_\_\_ **Evaluation** \_\_\_\_\_ **Date:** \_\_\_\_\_  
 Present Status (circle) Probation 1 2 3 4 Tenure Hour \_\_\_\_\_ Grade \_\_\_\_\_

Observation Dates: \_\_\_\_\_ Subject \_\_\_\_\_

Lesson Objective \_\_\_\_\_

Standard "Benchmark" \_\_\_\_\_

1. Planning and Instruction	Meets Expectations	Needs Improvement
1.1 Develops instructional plans based on learning objectives and district curriculum standards.		
1.2 Instruction reflects planned continuity, review of skill building, and understanding of the content area.		
1.3 Presents the content in an organized manner.		
1.4 Gives clear directions for tasks and accurately communicates standards for desired outcome.		
1.5 Assesses student performance.		
1.6 Provides feedback to students in a timely manner.		
1.7 Modifies and supplements instruction to address individual student needs.		

**Comments and/or Strategies for Improvement:**

2. The Environment for Learning	Meets Expectations	Needs Improvement
2.1 Establishes and teaches the expectations, procedures, and consequences for student behavior.		
2.2 Manages unacceptable behavior by using appropriate techniques.		
2.3 Demonstrates a caring attitude towards all students.		

**Comments and/or Strategies for Improvement:**

3. Professional Growth and Relationships	Meets Expectations	Needs Improvement
3.1 Maintains records as required.		
3.2 Follows school regulations and policies.		
3.3 Effectively communicates with others.		
3.4 Engages in professional development by acquiring new knowledge about content area and teaching strategies.		
3.5 Contributes to school effectiveness by collaborating with staff, teams and/or departments.		
3.6 Upholds professional standards by words, actions, appearance, and attitudes.		

**Comments and/or Strategies for Improvement:**

<p><b>OVERALL PERFORMANCE:</b></p> <p>Considering all factors, the work performance of this teacher is:</p> <p style="text-align: center;">Satisfactory _____ Unsatisfactory _____*</p> <p>*If performance is unsatisfactory, reasons must be attached and an I.D.P./P.D.P. required.</p>
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**PRINCIPAL'S COMMENTS:**

**TEACHER'S COMMENTS:**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Teacher

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Principal

Teacher's signature indicates receipt and review of this evaluation, but not necessarily agreement.

## HOUGHTON LAKE COMMUNITY SCHOOLS TEACHER ACTIVITIES

NAME: \_\_\_\_\_ SCHOOL YEAR: \_\_\_\_\_

Teachers do many things above and beyond their "regular" duties that are frequently forgotten at evaluation time. Entries on this record should be those items already accomplished or currently involved in as well as those you intend to consider in the future.

Activity	I am doing this year	I have done this in the past	I would consider doing again
1.1 Special academic accomplishments by pupils (awards received as a result of contests entered, special projects, etc.)			
1.2			
1.3			
2.1 Any special projects you are working on in your classroom, for example, methods to implement individualized instruction, independent study, student contracts, etc. Please describe on the back of this form.			
2.2			
2.3			
3.1 Extra-curricular responsibilities			
3.2			
3.3			
3.4			
3.5			
4.1 Special projects your club or extra-curricular activity has been involved in			
4.2			
4.3			
4.4			
4.5			
5.1 Building Committees			
5.2			
5.3			
6.1 District Committees			
6.2			
6.3			
7.1 Professional Organization memberships/offices held			
7.2			
8.1 Written work published/date			
9.1 School events chaperoned or sponsored			
9.2			
9.3			
10.1 School events attended			
10.2			
10.3			
10.4			
10.5			
11.1 Other activities not covered above			
11.2			
11.3			
11.4			

**HOUGHTON LAKE COMMUNITY SCHOOLS**  
Teacher Observation

**To:** \_\_\_\_\_

**From:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**IMMEDIATE FEEDBACK FROM OBSERVATION:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Principal** \_\_\_\_\_

**LETTER OF AGREEMENT  
HOUGHTON LAKE COMMUNITY SCHOOLS  
AND  
HOUGHTON LAKE EDUCATION ASSOCIATION**

During the 2003-04 school year, the Superintendent agrees to approve requests for unpaid day(s) immediately before or after holidays if arrangements were made prior to August 25, 2003. Proof of purchase/reservations may be required.

Beginning with the 2004-05 school year, the original intent of the language shall be followed. Requests for unpaid day(s) immediately before or after a holiday or vacation shall only be considered by the Superintendent for highly unusual circumstances; items of business not deemed as annual.

Requests for unpaid day(s) other than those connected to holidays and vacations shall also be considered by building principals and the Superintendent only for unusual and non-annual requests.

/s/ Greg McMillan  
Superintendent

/s/ Anjanette Rusmiser  
HLEA President

10-6-03  
Date

10/6/03  
Date

HOUGHTON LAKE COMMUNITY SCHOOLS  
2010 – 2011 CALENDAR

September 1	COOR staff development day
September 2	HLCS staff development day
September 6	Labor Day
September 7	First day teachers
September 8	First day students
October 12	Early Release*
November 15	Safety day
November 24	No school
November 25-26	Thanksgiving
December 3	½ day high school
Dec 23 – Jan 2	Winter break
January 3	School resumes
January 21	½ day Collins & middle school
January 26	Delayed start*
February 21	Staff development day
March 10	Early release*
March 11	½ day high school
April 1 – 11	Spring break
April 12	School resumes
April 22	½ day all buildings
April 24	Easter
April 25	Staff development day
May 24	Delayed start*
May 30	Memorial Day
June 10	½ day all buildings – Last day of school

\* Delayed start – 10:00 am

\* Early release – 1:00 pm

> Staff Development