

AGREEMENT

**HOUGHTON LAKE COMMUNITY SCHOOLS
BOARD OF EDUCATION**

and

**HOUGHTON LAKE EDUCATION ASSOCIATION
(MEA/NEA)**

July 1, 2014

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**Houghton Lake Community Schools
6001 W. Houghton Lake Drive
Houghton Lake, MI 48629**

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AGREEMENT

This Agreement, entered by and between the Board of Education of the Houghton Lake Community Schools, hereinafter called the "Board", "District" or "Employer" and the Houghton Lake Education Association (MEA/NEA) hereinafter called the "Association".

ARTICLE 1 - 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, 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 or licensed personnel, employed or employed in the future by the Board.

Excluded from the bargaining unit are principals and assistant principals, Superintendent, Assistant Superintendents, Business Manager, office and clerical employees, teacher aides, Special Education Director, substitutes and library clerks.

The term "teacher", "employee" or "bargaining unit member", 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.

Within seven (7) business days of the Board taking action to hire a new bargaining unit member, the central office will notify the Association President.

The term "professional staff member" when used hereinafter in the Agreement shall refer to all employees represented by the Association in the bargaining or negotiating unit as above defined in positions not regulated by the Tenure Act.

The term "Board", "District" and "Employer" 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 shall be controlling.

ARTICLE 2 - 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 authority under the laws 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 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, sexual orientation 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).
- C. 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 communications and school bulletins to announce Association meetings shall be made available to the Association and its members.
- D. 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.
- E. 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.

- F. 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.
- G. 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.
- H. The Board agrees that all discipline of professional staff members shall be for reasons that are not arbitrary or capricious. Any professional staff member protesting such discipline 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 professional staff member of the bargaining unit:

1. Oral warning, then
2. Written reprimand, then
3. Up to three (3) days suspension without pay, then
4. 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 reason for the acceleration of the above progression of discipline.

- I. A professional staff member or 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 delinquency in professional performance. It shall be the employee'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.

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 investigated or disciplined 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 or after school.

- J. Bargaining unit members whose employment is not regulated by the Tenure Act will serve a four (4) year probationary period.

ARTICLE 3 - BOARD'S RIGHTS

- 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.

ARTICLE 4 - 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 5(A)(2) is met
 5. Students will be in session (including passing time, lunch and recess) 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 three (3) hours and fifteen (15) minutes after the starting time for students on semester ending records days 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 and/or calendar to assure that state requirements regarding minimum hours of instruction and days are satisfied. The committee shall not have the authority to extend the length of the school day or year without the agreement of the Board and Association. If the committee cannot agree upon restructuring and state requirements are not being satisfied, Article 5 of the Master Agreement and the calendar will be reopened for negotiation.
- F. Teachers are encouraged to attend after school events.

ARTICLE 5 - 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. (This 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.

ARTICLE 6 - 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 4(A)(1) (2) (3) and B. Prep time shall be scheduled during student contact time as defined in Article 4(A)(5).
- 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 7 - ASSIGNMENTS

- A. 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.
- B. With the exception of band and choir, any assignments in addition to the normal teaching schedule, during the regular school year, including adult education courses, driver education, extra duties numerated in Schedule B and summer school courses shall not be obligatory, but shall be posted and filled according to Article 8, Professional Staff Member Position Vacancies and Transfers. Teachers who are assigned to the band and choir classes must accept the corresponding Schedule B assignment and will be paid accordingly.
- C. 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 maximum recommended load for each teacher is four (4) preparations. In the event more than four (4) preparations are necessary, it must be agreed to between the teacher and principal.

ARTICLE 8 – PROFESSIONAL STAFF MEMBER POSITION VACANCIES AND TRANSFERS

A vacancy shall be defined for purposes of this Agreement as a professional staff member position the district intends to fill.

- 1. Vacancies, along with the appropriate job description shall be posted on the district's web site and sent to teachers work e-mail address.

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 staff member positions within the bargaining unit, preference shall be given to qualified employees from within the bargaining unit. When selecting between candidates from within the bargaining unit for professional staff member vacancies, the teacher with the most seniority shall be awarded the position.

- 2. During the summer months notice of positions that become available shall be posted on the district's web site, emailed to the teachers work e-mail address and e-mailed to all bargaining unit members who have submitted a written request

with their personal e-mail address on a form provided by central office. These requests must be submitted by the last day of school.

The Association recognizes that when professional staff member 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 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.

3. A vacancy need not be posted if the vacancy can be filled through the recall of a laid-off professional staff member.

ARTICLE 9 - SENIORITY AND PROFESSIONAL STAFF MEMBER LAYOFF 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. Layoffs of employees in professional staff member classifications will be accomplished by seniority provided the more senior professional staff member in that classification (i.e. O.T.) has the appropriate licensure and is otherwise qualified.

It is expressly understood that the Association shall have a right to review the layoff list prior to notification of the professional staff members 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. Professional staff members will be recalled to vacancies on the basis of seniority provided they are licensed and qualified for the vacancy in question for a period of three (3) calendar years from the effective date of layoff.
- E. When determining layoffs, the Board will use the licensures of professional staff on file with the district at the time of such layoff. Recall shall be based on professional staff member's licensures on file at the time of recall. It is the professional staff member'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 professional staff member any professional staff member position for which he/she is qualified within the district prior to hiring any new professional staff members. The Board will consult with the Association when making this consideration prior to hiring any new professional staff members.
- G. Notice of recall shall be sent by certified mail to the professional staff members last known address. It shall be the responsibility of the professional staff members to keep the Board informed of his/her current address. The Board's obligations regarding recall of a professional staff member shall be fully satisfied if the notice of recall is sent to the professional staff member's last known address. The professional staff member will have ten (10) business days to indicate his/her desire to accept or reject an offer to recall. In

the event a professional staff member rejects an offer of recall or fails to return when recalled, it will constitute an abandonment of employment and all seniority shall be lost and rights to further employment shall be deemed automatically terminated.

- H. A bargaining unit member who is laid off and is paid unemployment compensation benefits (associated with his/her regular 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. 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).

ARTICLE 10 - 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. Illnesses 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 10 (A) shall be granted a leave of absence without pay for one (1) year and the leave is not subject to being renewed. 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. If the position is no longer available, the teacher shall be assigned to another bargaining unit position. In such instances where the position of a professional staff member is no longer available, the provisions of Article 9 will apply if the returning professional staff member has more seniority and is otherwise licensed and qualified.
- 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 12 (E).
- G. If an employee is suffering from a catastrophic illness or injury and has exhausted his/her paid leave days, the employee may request a loan of sick days through the Employer and the Education Association. The EA and the Employer shall communicate the request for a loan of days.

Each teacher may voluntarily loan up to five (5) of his/her sick days. Such days may be loan up to the days necessary to be eligible for LTD.

A teacher borrowing days will repay the loan before any additional days may be borrowed. The loan will be repaid by reducing the number of days given to the teacher by ten (10) each year until the loan is repaid.

ARTICLE 11 - PERSONAL BUSINESS AND JURY DUTY

- 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.

ARTICLE 12 - 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. Requests for unpaid days off are discouraged in recognition of the importance of the teacher providing regular instruction and having good attendance.

After all personal business days are utilized (or would be fully utilized during the period of absence being requested), requests for additional unpaid days off shall be submitted to the Superintendent in writing (with copy to the principal) not less than ten (10) business days prior to the day(s) being requested unless the teacher can show that the advanced notice could not be provided due to extenuating circumstances.

The Superintendent's decision shall be final and if a request is rejected, the exclusive appeal for reconsideration is to be made to the Superintendent.

Those things considered by the Superintendent will be:

1. Length of time, time of year and district activities scheduled during the time period being requested.
2. The number of teachers who are anticipated to be absent in the building on the day(s) being requested.
3. Whether one (1) suitable substitute is available to cover the days being requested.

4. The number of unpaid days under this section in the preceding three (3) calendar years from the date the request is received.
5. The number of days of absence under Articles 11 (Illness or Disability) and 12 (Personal Business) within the preceding three (3) calendar years from the date the request is received.

Requests for unpaid days shall only be considered by the Superintendent for highly unusual circumstances and not of a recurring nature.

Three or more unpaid days in one school year will result in a proration of benefits (Plan A or Plan B) calculated by annual District contribution divided by total teacher work days.

ARTICLE 13 - 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/SCECH'S 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), including on line web sites, of teacher's choice in the area of the teacher's assignment with the administration's approval, or professional books.
- 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 14 - 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.

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 Schedule B without deviation.

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.

- B. The salary schedule is based upon 182 teacher workdays and the normal teaching load as defined in this Agreement.
- C. 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.
- D. 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. Lost instructional time that may be counted for purposes of receiving state aid will not be made up.
 2. All other hours will be made up.
 3. Teachers will receive their regular pay for time that is cancelled under Section 1, but shall work rescheduled make-up time for no additional compensation. However, a teacher will be compensated at his/her regular rate for working the rescheduled make-up time if the teacher was required to work on the cancelled day.
 4. Upon demand by the Association, the Board and Association will meet to negotiate the placement of the lost time.—Rescheduled time shall be added to the end of the calendar unless the Board and Association are able to mutually agree upon different dates.
- E. 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.

- F. The following legal holidays shall be observed and all schools will be closed: New Year's Day, Memorial Day, Labor Day, Thanksgiving Day, Christmas Day. (See part 15, Section 1175, School Code)
- G. Teachers shall elect to be paid in 21 or 26 bi-weekly (27 required in some years to ensure bi-weekly payments) payments through direct deposit or debit card in accordance with the requirements of MCLA 408.476. Such elections will be made once per year in August in writing to the Business Office and may not be changed until the following August. In the event a teacher fails to provide written notice, it will be presumed the teacher elected 26 bi-weekly pays.

Pay stubs will be sent electronically to an e-mail address of the teacher's choice. The teacher must notify the Business Office on an e-mail address for forwarding the check stubs. If the notice is not received, the pay stub will be sent to the teachers school e-mail address.

ARTICLE 15 - SPECIAL TEACHING ASSIGNMENTS

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 capabilities, 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 as prescribed in Schedule B.
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 Sections 1 and 2 above prior to the student's entry into the classroom.

ARTICLE 16 - 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 the 2009-2011 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.
- D. In order to qualify for a payment under Section C above, the teacher must submit a letter of resignation by April 1 of the year in which the teacher is retiring. the letter must reflect an effective date as the end of the last day of work for teachers for the year.

ARTICLE 17 - 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.

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. The teacher will first submit the claim to their insurance company and if rejected or payment is less than \$100, the teacher may submit the balance to the board for payment.
- 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.

ARTICLE 18 - 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 any mandatory topics of bargaining in 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.
- D. If the Association is not satisfied with the disposition of the grievance by the Superintendent, 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 Superintendent'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.
- E. 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 or termination of a probationary teacher or probationary professional staff member.
 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 loss has resulted the Board shall be under be no obligation to make monetary adjustments and the arbitrator shall be no power to order one.

ARTICLE 19 - 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 through the Michigan Employment Relations Commission or take any other lawful measures it may deem appropriate.

ARTICLE 20 - MISCELLANEOUS PROVISIONS

- A. Copies of this Agreement shall be available on the district's web site.
- B. 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.
- C. This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms.

The parties agree that this Agreement 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.

- D. Section 15(7) of the Public Employment Relations Act (PERA) mandates that any contract entered into include a statement that allows an Emergency Manager appointed under the Local Government and School District Fiscal Accountability Act to reject, modify, or terminate the collective bargaining agreement as provided in the Local Government and School District Fiscal Accountability Act. This provision is intended to satisfy this requirement.

Any action taken by the Association challenging the action of an Emergency Manager shall not be subject to the grievance procedure but may be pursued in a court of

competent jurisdiction. In conjunction with the inclusion of the language in this section, it is understood the Association does not waive any rights to file a law suit directed at any action initiated by an Emergency Manager.

- E. 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.

A meeting will minimally be scheduled on the second Tuesday in October, January and March at 4:00 p.m. at the central office.

ARTICLE 21 – MENTOR TEACHERS AND PROBATIONARY TEACHER PROFESSIONAL DEVELOPMENT

- A. 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 assigned to a probationary teacher (mentee).
 - d. Every effort shall be made to use mentor teachers who work in the same building and have the same area of assignment as the mentee.
 - 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 relationship 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.

- B. Probationary teachers shall be provided with a minimum of fifteen (15) days of professional development during their first three (3) years of classroom teaching. Unless release time is approved by the administration, professional development shall be obtained outside of the regular work day. Professional development days that occur outside of the regular work day/year will not be subject to additional compensation.

ARTICLE 22- 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.

Elementary Grades

	Class Size	Weekly Aide Time
A.	K-2 27 - 30	10 hours
	31 - 35	20 hours
	36 & over	25 hours
B.	3-6 27 - 28	5 hours
	29 - 31	10 hours
	32 - 35	20 hours

36 & over 25 hours

Split Classrooms

C.	K-6	24 - 26	10 hours
		27 - 29	20 hours
		30 & over	25 hours

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.

Sections B and C will apply to 6th grade classes only if 6th grade classes follow the self-contained elementary class format.

D. 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).

ARTICLE 23 - INSURANCE PROTECTION

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	-	MESSA ABC Plan 1 without abortion rider; Or
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Enrollment in Choices II (without abortion rider) will be restricted to those teachers who are not eligible to enroll in a health savings account (HSA) under the Internal Revenue Service (IRS) Rules and Regulations. Teachers who are eligible to enroll in an HSA under the IRS Rules and Regulations may enroll in the MESSA ABC Plan 1

Long Term Disability	-	60% \$3,500 maximum
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	-	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	-	\$50,000 AD&D
Vision	-	VSP 3+ Platinum
Delta Dental	-	100/100 /75: \$1,500 or 50/50/50: \$1,500 (\$1,500 Maximum Class I & II Benefits) Plan Year July 1 through June 30

The Board's maximum monthly contribution for all costs associated with Plan A for 2014-15 is as follows:

Full Family	\$1,331.27
Employee and spouse and employee and child	\$1,020.84
Single	\$ 488.14

The Board will adjust the maximum monthly contribution to the state hard cap amount for 2015-16 and 2016-17.

The Board will pay for 25% of non-medical cost for Plan A.

Plan B - For employees not electing health insurance

Negotiated Life	-	\$50,000 with AD&D
Vision	-	VSP 3+ Platinum
Delta Dental	-	100/100/75: \$1,500 or 50/50/50: \$1,500 (\$1,500 maximum Class I & II) Plan Year July 1 through June 30
Long Term Disability	-	same as above Plan A
Cash Option-		\$250 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. Such costs will be deducted as a condition of this Agreement.

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

ARTICLE 24 - SALARY SCHEDULES

SCHEDULE A

2014-2015 180 days

2014-2015**				
Step	BA	BA+20	BA+30	MA
1	\$30,340.92	\$31,165.08	\$32,555.34	\$34,305.66
2	\$31,765.86	\$32,628.78	\$34,085.34	\$35,918.28
3	\$33,259.14	\$34,162.86	\$35,687.76	\$37,606.38
4	\$34,823.82	\$35,768.34	\$37,364.64	\$39,375.06
5	\$36,458.88	\$37,450.32	\$39,121.08	\$41,225.34
6	\$38,173.50	\$39,208.80	\$40,960.14	\$43,163.34
7	\$39,966.66	\$41,052.96	\$42,883.86	\$45,192.12
8	\$41,845.50	\$42,982.80	\$44,900.40	\$47,315.76
9	\$43,812.06	\$45,002.40	\$47,009.76	\$49,540.38
10	\$45,871.44	\$47,117.88	\$49,220.10	\$51,868.02
11	\$48,027.72	\$49,332.30	\$51,532.44	\$54,305.82
12	\$50,283.96	\$51,650.76	\$53,954.94	\$56,857.86
13	\$52,648.32	\$54,078.36	\$56,491.68	\$59,530.26
14	\$55,122.84	\$56,619.18	\$59,147.76	\$62,328.12
15-17	\$58,213.44	\$59,709.78	\$62,237.34	\$65,418.72
18-21	\$58,728.54	\$60,225.90	\$62,752.44	\$65,933.82
22-24	\$59,243.64	\$60,739.98	\$63,268.56	\$66,448.92
25-26	\$59,757.72	\$61,256.10	\$63,782.64	\$66,964.02
27+	\$60,273.84	\$61,770.18	\$64,297.74	\$67,479.12
**2%				

2015-2016*				
Step	BA	BA+20	BA+30	MA
1	30,644.33	31,476.73	32,880.89	34,648.72
1.5	31,363.92	32,215.90	33,653.54	35,463.09
2	32,083.52	32,955.07	34,426.19	36,277.46
2.5	32,837.63	33,729.78	35,235.42	37,129.95
3	33,591.73	34,504.49	36,044.64	37,982.44
3.5	34,381.89	35,315.26	36,891.46	38,875.63
4	35,172.06	36,126.02	37,738.29	39,768.81
4.5	35,997.76	36,975.42	38,625.29	40,703.20
5	36,823.47	37,824.82	39,512.29	41,637.59
5.5	37,689.35	38,712.86	40,441.02	42,616.28
6	38,555.24	39,600.89	41,369.74	43,594.97
6.5	39,460.78	40,532.19	42,341.22	44,619.51
7	40,366.33	41,463.49	43,312.70	45,644.04
7.5	41,315.14	42,438.06	44,331.05	46,716.48
8	42,263.96	43,412.63	45,349.40	47,788.92
8.5	43,257.07	44,432.53	46,414.63	48,912.35
9	44,250.18	45,452.42	47,479.86	50,035.78
9.5	45,290.17	46,520.74	48,596.08	51,211.24
10	46,330.15	47,589.06	49,712.30	52,386.70
10.5	47,419.08	48,707.34	50,880.03	53,617.79
11	48,508.00	49,825.62	52,047.76	54,848.88
11.5	49,647.40	50,996.45	53,271.13	56,137.66
12	50,786.80	52,167.27	54,494.49	57,426.44
12.5	51,980.80	53,393.21	55,775.54	58,776.00
13	53,174.80	54,619.14	57,056.60	60,125.56
13.5	54,424.44	55,902.26	58,397.92	61,536.94
14	55,674.07	57,185.37	59,739.24	62,951.40
14.5	57,234.82	58,746.12	61,299.48	64,510.61
15-17	58,795.57	60,306.88	62,859.71	66,072.91
17.5	59,055.70	60,567.52	63,119.84	66,333.03
18-21	59,315.83	60,828.16	63,379.96	66,593.16
21.5	59,575.95	61,087.77	63,640.61	66,853.28
22-24	59,836.08	61,347.38	63,901.25	67,113.41
24.5	60,095.69	61,608.02	64,160.86	67,373.53
25-26	60,355.30	61,868.66	64,420.47	67,633.66
26.5	60,615.94	62,128.27	64,680.59	67,893.79
27+	60,876.58	62,387.88	64,940.72	68,153.91
1%				

2014-15 Salary Schedule – 2013-14 Salary Schedule will be increased 2.0%.

2015-16 Salary Schedule – 2014-15 Salary Schedule will be increased 1.0%.

2016-17 Salary Schedule will remain same as 2015-16.

Step increases and lane changes were not issued for 2013-2014. Lane changes will be granted 2014-17. Full step will be granted effective October 1 for 2014-15. Half steps will be granted in September 2015. If fall count in September 2015 is less than fifty (50) lower than the fall count from September 2014, an additional half step will be granted second semester in January 2016. For 2016-17, half steps will be granted in September 2016. If fall count in September 2016 is less than fifty (50) lower than the fall count from September 2015, an additional half step will be granted second semester in January 2017. Half steps will be calculated by adding the two steps together and dividing by two. For example, if an employee is on step 4 after moving October 1, 2014, salary would be the average of step 4 and step 5 when half step is granted September 2015. Then, if additional half step is granted second semester in January 2016, salary would be step 5 effective second semester.

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.

Beginning in school year 2002-03, service shall be defined as years of service (on the active payroll) in the Houghton Lake Community Schools. (Those employees assumed prior to 2002-2003 from C.O.O.R. ISD shall be granted their years of service for that institution which occurred within the Houghton Lake Community Schools as years of service to the Houghton Lake Community Schools 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.

The salary and insurance benefit contributions of part-time teachers shall be prorated. It is understood that student class selections are the primary driving force in establishing the student schedule and within this context, full-time positions will be maintained where possible within a building given certification and qualification requirements.

SCHEDULE B

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.

In addition to posting newly created Schedule B positions, the District will post vacant Schedule B positions consistent with the posting procedure in Article 8.

NON-ATHLETIC

Index

District School Improvement Co- Chair-----	\$650.00
Building School Improvement Co-Chair-----	\$1,200.00
H.S. Yearbook -----	.09
Senior Sponsor -----	.034
Drama (minimum 3 separate productions/plays required)-----	.102
Quiz Bowl -----	.02
H.S. Flag Corp -----	.01
H.S. National Honor Society -----	.03
M.S. National Honor Society -----	.03
Vocal Music -----	.10
Collins Vocal Music/Annual Stipend (if an evening performance)-----	\$300.00
Band -----	.10
Student Advisors	
Student Senate -----	.04
SLS Advisor -----	.04
 Ecology Club	
High school -----	.04
Middle School-----	.02
 M.S. Council -----	.02
Middle School Overnight Trip/Stipend per person (per person)-----	\$ 75.00
M.S. Newspaper -----	.01
H.S. Newspaper -----	.01

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. This provision will only apply to credits earned prior to July 1, 2007.

Sub Teacher/per class -----	\$25.00
After school instruction/homebound tutoring/per hour -----	\$20.00
District determined professional development activities outside of work time (excludes teacher requested conferences, work shops and classes)	\$20.00/hr
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 th	\$100.00
9 th	\$100.00
10 th	\$200.00
11 th	\$300.00
12 th	\$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
JV Football -----		.10
Assistant Football -----		.10
Head Basketball -----		.12
J.V. Basketball -----		.10
9th Grade Basketball -----		.06
8th Grade Basketball -----		.06
7th Grade Basketball -----		.06
Head Baseball/Softball -----		.12

J.V. Baseball/Softball -----	.10
Head Golf -----	.12
Head Track (boys and girls combined)-----	.12
Assistant Track -----	.10
M.S. Track (boys) -----	.06
M.S. Track (girls) -----	.06
Head Cross Country -----	.12
Head Volleyball -----	.12
J.V. Volleyball -----	.10
M.S. Volleyball -----	.06
Head Soccer -----	.12
Head Wrestling -----	.12
Cheerleading -----	
Varsity Competitive Cheerleading and football -----	.12
JV Competitive Cheerleading-----	.10
M.S. Cheerleading -----	.06
M.S. Athletic Director -----	.08
Night Game Supervisor -----	\$35/event

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 25- CALENDAR

See Appendix A for applicable School Year:

ARTICLE 26 - DURATION OF AGREEMENT

This Agreement shall be effective upon ratification by the parties and shall continue in effect until the 30th day of June 2017. 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)

Cynthia Schreiber
President

10/29/14
Date

HOUGHTON LAKE COMMUNITY
SCHOOLS BOARD OF EDUCATION

David W. Johnson 9-22-14
President

Rebecca Puns
Secretary

10-27-2014
Date

**Letter of Agreement
between the
Houghton Lake Community Schools Board of Education
and the
Houghton Lake Education Association**

The parties concur there is the need to temporarily put a plan into place in an attempt to bring the student's State test scores at all levels above the State-wide average. To this end, the parties agree as follows:

1. One of two options will be implemented as follows:

Students will be released early each Wednesday that school is scheduled at 1:30 and teachers will work until 3:30 or students will start late at 9:30 and teachers will report at 7:30.

The instructional time lost due to the early dismissal or late start of students on Wednesday will be distributed over the remaining days of the work week and work year.

During the term of this Letter of Agreement, Section 1 will supersede the limitation on student time in Article 4-Teaching Hours, Section A (5); or

b. Teachers will work an additional eight (8) hours each month in September through May with no early release or late start of students.

If this option is utilized, this provision will supersede the limitations in Article 4-Teaching Hours, Section A-3 and 4.

During the time this Letter of Agreement is operative, the time required under Article 4-Teaching Hours, Section (A)(1) will be reduced from twenty (20) to fifteen (15) minutes.

The purpose of the additional time is to provide for such things as professional developmental, staff collaboration time and other activities with the goal of resolving the test score issues.

This Letter of Agreement will expire when the test scores at all levels exceed the State-wide average or upon ratification of the 2014-17 successor Agreement, whichever is sooner.

David W. Johnson 9-22-14
For the Board Date

Leith Schaefer 9/24/14
For the Association Date

**Letter of Agreement
between the
Houghton Lake Community Schools Board of Education
and the
Houghton Lake Education Association**

Re: Article 23--Insurance

It is hereby agreed by the parties set forth above as follows in terms of health savings account deductibles.

1. The District will forward in advance in two payments January 1 and July 1 \$1300 for singles and \$2,600 for employee and child, employee and spouse and full family enrollees in the MESSA ABC Plan in 2015, 2016, 2017. Employees may opt out receiving the deductible advance at their discretion.
2. Before any funds are advanced for a teacher, the teacher will sign an individual contract developed by the District acknowledging the obligation to repay the advanced funds which exceeds the monthly/annual obligation of the district for plan a enrollees under Article 23--Insurance by December 31 of each year of the contract. The contract will include an acknowledgement of the obligation to repay the advance which will be binding.
3. In the event a teacher who executes the individual contract referenced in Section 2 is approved for an unpaid leave, is laid off or separates employment before December 31 the District is authorized to withhold any amounts due and payable from the aforementioned advance from the employees remaining pay checks as a condition of this Agreement. If any amounts remain after payroll withholdings, those remaining amounts will remain due and payable within thirty (30) calendar days.
4. A "Hardship Bank" will be established based on the number of employees who opt out of receiving the HSA deductible in advance. Employees will be advanced the remaining deductible if needed, upon presentation of evidence such as EOB or HSA statement, prior to July 1 on a first come first serve basis up to the amount of money in the Hardship Bank.

David W. Johnson 9-22-14
For the Board Date

Curt Kralj 10/24/14
For the Association Date